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SM No. CSTBG0041020221

PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF

07

Bridge Replacement on SR 35 over Big Sand Creek (Bridge No. 198.6), known as
Federal Aid Project No. STBG-0041-02(022) / 106980301 in Carroll County.

Project Completion: 313 Working Days

(STATE DELEGATED)

NOTICE

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

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

SECTION 900

OF THE CURRENT

2017 STANDARD SPECIFICATIONS

FOR ROAD AND BRIDGE CONSTRUCTION

JACKSON, MISSISSIPPI

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION
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PROJECT: STBG-0041-02(022)/106980301 - Carroll

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OF SECTION 905 AS ADDENDA)

04/27/2022 02:53 PM

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 901 - ADVERTISEMENT

Electronic bids will be received by the Mississippi Transportation Commission at 10:00 o'clock A.M., Tuesday, May 24, 2022, from the Bid Express Service and shortly thereafter publicly read on the Sixth Floor for:

Bridge Replacement on SR 35 over Big Sand Creek (Bridge No. 198.6), known as Federal Aid Project No. STBG-0041-02(022) / 106980301 in Carroll County.

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

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

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

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

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

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

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

BRAD WHITE
EXECUTIVE DIRECTOR

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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.

<https://shop.mdot.ms.gov/default.aspx?StoreIndex=1>

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1

CODE: (IS)

DATE: 03/01/2017

SUBJECT: Governing Specifications

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2

CODE: (IS)

DATE: 03/01/2017

SUBJECT: Status of Right-of-Way

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

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

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

ASBESTOS CONTAMINATION STATUS OF BUILDINGS
TO BE REMOVED BY THE CONTRACTOR
STBG-0041-02(022)
106980-301000
Carroll County
March 16, 2022

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 are no buildings in the contract to be removed.

STATUS OF POTENTIALLY CONTAMINATED SITES

STBG-0041-02(022)

106980-301000

Carroll County

March 16, 2022

This project has been inspected and there was no visible indication of potentially contaminated sites within the proposed right of way.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Inter-Departmental Memorandum

TO: ROW DIVISION
Trudi Loflin

DATE: March 14, 2022

FROM: Tony Sheffield
District 2 Construction Engineer
INFORMATION COPY TO: *CAS*

SUBJECT OR PROJECT NO: STBG-0041-02(022)
106980/301000

COUNTY:
Carroll

File
84-01 Shows
73-01 Vance

District Status Report

1. STATUS OF Right of Way: All ROW necessary for construction has been acquired.
2. RIGHT OF WAY CLEARANCE: There are no encroachments.
3. STATUS OF AFFECTED RAILROAD OPERATING FACILITIES: None affected
4. STATUS OF REQUIRED UTILITY RELOCATIONS: See attached.
5. STATUS OF CONSTRUCTION AGREEMENT: None required

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Inter-Departmental Memorandum

TO: ROW Agent Adv.
Angela McGowan

DATE: March 9, 2022

FROM: Kelly W. Standard *[Signature]*
District 2 Utility Coordinator

SUBJECT OR PROJECT NO: STBG-0041-02(022)

INFORMATION COPY TO:
File
12-13
73-01
84-01

COUNTY: 106980/301000
Carroll

UTILITY STATUS REPORT

Replace bridge # 198.6 over Big Sand Creek on SR 35

AT&T

No Utility Agreement needed. All telecommunication cables have been relocated. Contractor's operations should not be adversely affected.

Atmos Energy

No Utility Agreement needed. All natural gas distribution lines have been relocated. Contractor's operations should not be adversely affected.

C Spire

No Utility Agreement needed. All telecommunication cables have been relocated. Contractor's operations should not be adversely affected.

Cable One

No Utility Agreement needed. All communication cables are relocated. Contractor's operations should not be adversely affected.

Entergy

Utility Agreement is approved. All electrical distribution poles are relocated. Contractor's operations should not be adversely affected.

Town of Carrollton

Utility Agreement is approved. All water distribution lines are relocated. Contractor's operations should not be adversely affected.

Town of North Carrollton

Utility Agreement is approved. All water distribution lines are relocated.
Contractor's operations should not be adversely affected.

This is to certify that all necessary arrangements have been made for all utility work involved be undertaking and completing.

Improvements to be included in Notice to Bidders to be removed by the Construction Contractor
FMS Construction Project No: 106980/301000
FMS ROW Project No: 106980/201000
External ROW No: STBG-0041-02(022)

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

NA

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Final Clean-Up

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 9

CODE: (IS)

DATE: 03/01/2017

SUBJECT: Federal Bridge Formula

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

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

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

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

or

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 22

CODE: (IS)

DATE: 03/01/2017

SUBJECT: Exposure to Severe Sulfate Areas Below Ground Level

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 113

CODE: (SP)

DATE: 04/18/2017

SUBJECT: Tack Coat

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 114

CODE: (SP)

DATE: 04/18/2017

SUBJECT: Right-of-Way Plat

Bidders are advised that pay item 617-A, Right-of-Way Marker not only addresses the requirements for furnishing and placing right-of-way markers but also includes the preparation and submittal of a ROW Plat by a Licensed Professional Surveyor. Since the submittal of the plat is considered a part of the pay item and the pay item is not complete until the plat is received, contract time will not be suspended while waiting on the Contractor to submit the plat.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 296

CODE: (SP)

DATE: 07/25/2017

SUBJECT: Reduced Speed Limit Signs

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 445

CODE: (SP)

DATE: 10/10/2017

SUBJECT: Mississippi Agent or Qualified Nonresident Agent

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 446

CODE: (SP)

DATE: 10/18/2017

SUBJECT: Traffic on Milled Surface in Urban Areas

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 516

CODE: (IS)

DATE: 11/28/2017

SUBJECT: Errata and Modifications to the 2017 Standard Specifications

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

725 702.08.3 In the second sentence of the first paragraph, change “hot-mix” to “asphalt.”

954 804.02.13.1.6 In the definition for “M” in the % Reduction formulas, change “paragraph 7.3” to “paragraph 5.3.”

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 757

CODE: (IS)

DATE: 03/20/2018

SUBJECT: Additional Erosion Control Requirements

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

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

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

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1225

CODE: (SP)

DATE: 11/13/2018

SUBJECT: Early Notice to Proceed

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1226

CODE: (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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1434

CODE: (IS)

DATE: 03/06/2019

SUBJECT: Erosion Control Plan

Bidders are advised that the Best Management Practices (BMPs) shown at sensitive areas on the Erosion Control Sheets in the Plans shall be shown on the Contractor's Erosion Control Plan and shall be used in the field as indicated on the original plans sheets. Should the installation of these BMPs produce an unsatisfactory result, the Contractor shall submit to the Engineer alternate BMPs for approval. Once approved, the Contractor shall revise the Contractor's Erosion Control Plan to include these changes.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1606

CODE: (SP)

DATE: 04/25/2019

SUBJECT: Detour Bridge Piling

Bidders are advised that only detour bridge piling used for support of the end bents or intermediate bents of detour bridges will be paid for under pay item 618-E: Detour Bridge Piling. Costs of all other piling used in other structures for detour bridges shall be absorbed in other items bid.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1878

CODE: (SP)

DATE: 08/27/2019

SUBJECT: Storm Water Discharge Associated with Construction Activity
(≥ 1 and < 5 Acres)

Construction Storm Water General NPDES Permit MSR 15 to discharge storm water associated with construction activity is required. This project is granted permission to discharge treated storm water into State waters. Copies of said permit and Storm Water Pollution Prevention Plan (SWPPP) are on file with the Department.

Prior to the execution of the contract, the successful bidder shall execute and deliver to the Executive Director an original signed copy of the completed Prime Contractor Certification (Form No. 1).

Failure of the bidder to execute and file the completed Prime Contractor Certification (Form No. 1) shall be just cause for the cancellation of the award.

The executed Prime Contractor Certification (Form No. 1) shall be prima facie evidence that the bidder has examined the permit, is satisfied as to the terms and conditions contained therein, and that the bidder has the primary responsibility for meeting all permit terms and conditions including, but not limited to, the inspection and reporting requirements of the permit. For this project, the Contractor shall furnish, set up and read, as needed, an on-site rain gauge.

The Contractor must furnish the Project Engineer a completed copy of the Small Construction Notice of Intent (SCNOI) along with the Contractor's Erosion Control Plan.

The Contractor shall make inspections in accordance with condition No. S-4, Page 20, and shall furnish the Project Engineer with the results of each weekly inspection as soon as possible following the date of inspection. The weekly inspections must be documented monthly on the Inspection and Certification Form, a copy of which is provided. The Contractor's representative and the Project Engineer shall jointly review and discuss the results of the inspections so that corrective action can be taken. The Project Engineer shall retain copies of the inspection reports.

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2172

CODE: (SP)

DATE: 01/06/2020

SUBJECT: App for Storm Water Reports

Bidders are advised that the Department has created a smart phone App for completing and submitting storm water reports required on this project. The Contractor who monitors storm water activities and completes storm water reports will be required to download and use this App when completing and submitting storm water 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/>

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2206

CODE: (IS)

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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2273

CODE: (SP)

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 used. 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 and 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.



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.



MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO NOTICE TO BIDDERS NO. 2611

DATE: **05/02/2020**

The goal is 5 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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2611

CODE: (IS)

DATE: 05/21/2020

SUBJECT: Disadvantaged Business Enterprises In Federal-Aid Highway Construction

This contract is subject to the "Moving Ahead for Progress in the 21st Century Act (MAP-21)" and applicable requirements of "Title 49, Code of Federal Regulations, [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 the MDOT DBE Program, is incorporated by reference herein.

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

Copies of the program may be obtained from:

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

POLICY

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

ASSURANCES THAT CONTRACTORS MUST TAKE

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

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

DEFINITIONS

For purposes of this provision the following definitions will apply:

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

CONTRACTOR'S OBLIGATION

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

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

CONTRACT GOAL

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

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

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

Form OCR-481 is available on the MDOT website at www.mdot.ms.gov under the Civil Rights tab, or by calling 601-359-7466.

The OCR-481 Form must contain the following information:

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

The Reference Number, percent of work 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.

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

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

GOOD FAITH EFFORTS

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

- (1) Whether the bidder attended the pre-bid meeting that was scheduled by the Department to inform DBEs of subcontracting opportunities;
- (2) Whether the bidder advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- (3) Whether the bidder provided written notice to a reasonable number of specific DBEs that their interest in the contract is being solicited;
- (4) Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested;
- (5) Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goal;
- (6) Whether the bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;

- (7) Whether the bidder negotiated in good faith with interested DBEs and did not reject them as unqualified without sound reasons based on a thorough investigation of their capabilities; and
- (8) Whether the bidder made efforts to assist interested DBEs in obtaining any required bonding or insurance.
- (9) Whether the bidder has written notification to certified DBE Contractors soliciting subcontracting for items of work in the contract.
- (10) Whether the bidder has a statement of why an agreement was not reached.
- (11) 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 "Title 49, Code of Federal Regulations, 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.

DIRECTORY

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

REPLACEMENT

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

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

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

PRE-BID MEETING

A pre-bid meeting will be held in the [Commission Room on the 1st Floor](#) of the [MDOT Administration Building](#) in Jackson, at 2:00 P.M. on the day preceding the date of the bid opening.

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

PARTICIPATION / DBE CREDIT

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

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

manufacturers, provided the supplier performs a commercially useful function in the supply process. Within 30 days after receipt of the materials, the Contractor shall furnish to the DBE Coordinator invoices from the certified supplier to verify the DBE goal.

- (6) Any work that a certified DBE firm subcontracts or sub-subcontracts to a non-DBE firm will not count towards the DBE goal.
- (7) Only the dollars actually paid to the DBE firm may be counted towards the DBE goal. The participation of a DBE Firm cannot be counted towards the Prime Contractor's DBE goal until the amount being counted towards the goal has been paid to the DBE.

AWARD

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

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

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

DEFAULT

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

DBE REPORTS

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

- (2) OCR-482: At the conclusion of the project, before the final estimate is paid and the project is closed out, the Prime Contractor will submit to the Project Engineer for verification of quantities and further handling Form OCR-482 whereby the Contractor certifies to the amounts of payments made to all Contractors / Suppliers over the life of the contract. The Project Engineer shall submit the completed Form OCR-482 to the DBE Coordinator (Office of Civil Rights). Final acceptance of the project is dependent upon Contract Administration Division's receipt of completed Form OCR-482 which they will receive from the Office of Civil Rights.
- (3) OCR-483: The Project Engineer/Inspector will complete Form OCR-483, the Commercially Useful Function (CUF) Performance Report, in accordance with MDOT S.O.P. No. OCR-03-05-02-483. Evaluations reported on this form are used to determine whether or not the DBE firm is performing a CUF. The Prime Contractor should take corrective action when the report contains any negative evaluations. DBE credit may be disallowed and/or other sanctions imposed if it is determined the DBE firm is not performing a CUF. This form should also be completed and returned to the DBE Coordinator (Office of Civil Rights).
- (4) OCR-484: Each month, the Prime Contractor will submit to the Project Engineer OCR-484 that certifies payments to all Subcontractors and shows all firms even if the Prime Contractor has paid no monies to the firm during that estimate period (negative report). The Project Engineer will attach the form to the monthly estimate before forwarding to the Contract Administration Division for further processing. Failure of the Contractor to submit the OCR-484 will result in the estimate not being processed and paid.
- (5) OCR-485: ALL BIDDERS must submit signed form with bid proposal of all firms that submitted quotes for material supplies or items to be subcontracted. If the OCR-485 information is not included as part of bid proposal, the bid will be deemed irregular.
- (6) OCR-487: Only used by Prime Contractors that are certified DBE firms. This form is used in determining the exact percentage of DBE credit for the specified project. The low Bidder should return this form to MDOT with the OCR-481 form, or can also be returned with the Permission to Subcontract Forms (CAD-720, CAD-725 and CAD-521).

DBE Forms, can be obtained from the Office of Civil Rights Division, MDOT Administration Building, 401 North West Street, Jackson, MS, or at www.mdot.ms.gov under the Civil Rights tab.

SANCTIONS

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

- (1) Disallow credit towards the DBE goal

(2) Withhold progress estimate payments

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

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

(4) Debar the Contractor involved from bidding on MDOT federally funded projects for a period of up to 12 months after notification by certified email.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2782

CODE: (SP)

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 **video conference only**. 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

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

SECTION 904 - NOTICE TO BIDDERS NO. 3676

CODE: (SP)

DATE: 09/21/2021

SUBJECT: Asphalt Gyrotory Compactor Internal Angle Calibration

Bidders are advised that by March 1, 2022, all asphalt gyrotory 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

SECTION 904 - NOTICE TO BIDDERS NO. 3963

CODE: (SP)

DATE: 01/19/2022

SUBJECT: Super Silt Fence

Bidders are hereby advised that Kengro Siltron SIL-M-36 may be used as a substitute material for pay item 907-234-C001, Super Silt Fence, in accordance with Subsection 234.03.1.2 of the Standard Specifications. In the event that the material fails to perform, the Department reserves the right to require Super Silt Fence be installed as per the Standard Drawing at no additional cost to the Department.

<https://www.kengro.com/products/siltron>

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4168

CODE: (SP)

DATE: 04/04/2022

SUBJECT: Contract Time

PROJECT: STBG-0041-02(022) / 106980301 – Carroll 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 **June 14, 2022** and the date for Notice to Proceed / Beginning of Contract Time will be **August 15, 2022**.

Should the Contractor request a Notice to Proceed earlier than **August 15, 2022** 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.

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4169

DATE: 04/04/2022

SUBJECT: Specialty Items

PROJECT: STBG-0041-02(022)/106980301 - CARROLL

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: DISPOSAL OF BUILDINGS, RIGHT OF WAY CLEARING & GRUBBING

| Line No | Pay Item | Description |
|---------|----------|---------------------------|
| 0090 | 202-B240 | Removal of Traffic Stripe |

CATEGORY: EARTHWORK, CLEARING & GRUBBING

| Line No | Pay Item | Description |
|---------|----------|----------------------|
| 0130 | 206-A001 | Structure Excavation |

CATEGORY: EROSION CONTROL

| Line No | Pay Item | Description |
|---------|--------------|----------------------------|
| 0150 | 213-C001 | Superphosphate |
| 0160 | 216-A001 | Solid Sodding |
| 0170 | 219-A001 | Watering |
| 0180 | 220-A001 | Insect Pest Control |
| 0190 | 221-A001 | Concrete Paved Ditch |
| 0200 | 223-A001 | Mowing |
| 0210 | 225-A001 | Grassing |
| 0220 | 225-B001 | Agricultural Limestone |
| 0230 | 225-C001 | Mulch, Vegetative Mulch |
| 0240 | 226-A001 | Temporary Grassing |
| 0250 | 237-A002 | Wattles, 20" |
| 0260 | 245-A001 | Silt Dike |
| 0270 | 246-B001 | Rockbags |
| 0280 | 249-A001 | Riprap for Erosion Control |
| 0290 | 249-B001 | Remove and Reset Riprap |
| 1000 | 907-234-A001 | Temporary Silt Fence |

CATEGORY: GUARDRAIL, GUIDERAIL

| Line No | Pay Item | Description |
|---------|----------|--|
| 0570 | 606-B001 | Guard Rail, Class A, Type 1 |
| 0580 | 606-D022 | Guard Rail, Bridge End Section, Type I |
| 0590 | 606-E005 | Guard Rail, Terminal End Section, Flared |
| 0600 | 606-E007 | Guard Rail, Terminal End Section, Non-Flared |

CATEGORY: PAVEMENT STRIPING AND MARKING

| Line No | Pay Item | Description |
|---------|----------|--|
| 0840 | 626-C001 | 6" Thermoplastic Double Drop Edge Stripe, Continuous White |
| 0850 | 626-E002 | 6" Thermoplastic Double Drop Traffic Stripe, Continuous Yellow |
| 0860 | 626-G002 | Thermoplastic Detail Stripe, White |
| 0870 | 626-H004 | Thermoplastic Legend, White |
| 0880 | 626-H005 | Thermoplastic Legend, White |
| 0890 | 627-L001 | Two-Way Yellow Reflective High Performance Raised Markers |

CATEGORY: SURVEY AND STAKING

| Line No | Pay Item | Description |
|---------|----------|-----------------------------|
| 0960 | 699-A001 | Roadway Construction Stakes |

CATEGORY: TRAFFIC CONTROL - PERMANENT

| Line No | Pay Item | Description |
|---------|----------|---|
| 0900 | 630-A001 | Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness |
| 0910 | 630-A003 | Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness |
| 0920 | 630-C001 | Square Tube Posts, 4.0 lb/ft |
| 0930 | 630-C005 | Square Tube Posts, 2.0 lb/ft |
| 0940 | 630-F004 | Delineators, Guard Rail, Double White |
| 0950 | 630-G004 | Type 3 Object Markers, OM-3R or OM-3L |

CATEGORY: TRAFFIC CONTROL - TEMPORARY

| Line No | Pay Item | Description |
|---------|-----------|--|
| 0680 | 619-A1002 | Temporary Traffic Stripe, Continuous White |
| 0690 | 619-A1005 | Temporary Traffic Stripe, Continuous White, Type 1 Tape |
| 0700 | 619-A2002 | Temporary Traffic Stripe, Continuous Yellow |
| 0710 | 619-A2006 | Temporary Traffic Stripe, Continuous Yellow, Type 1 Tape |
| 0720 | 619-A5001 | Temporary Traffic Stripe, Detail |
| 0730 | 619-A6002 | Temporary Traffic Stripe, Legend |
| 0740 | 619-D1001 | Standard Roadside Construction Signs, Less than 10 Square Feet |
| 0750 | 619-D2001 | Standard Roadside Construction Signs, 10 Square Feet or More |
| 0760 | 619-F1001 | Concrete Median Barrier, Precast |
| 0770 | 619-G4001 | Barricades, Type III, Double Faced |
| 0780 | 619-G4005 | Barricades, Type III, Single Faced |
| 0790 | 619-G5001 | Free Standing Plastic Drums |
| 0800 | 619-G7001 | Warning Lights, Type "B" |
| 0810 | 619-J1002 | Impact Attenuator, 45 MPH |
| 0820 | 619-J2002 | Impact Attenuator, 45 MPH, Replacement Package |

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4170

CODE: (SP)

DATE: 04/04/2022

SUBJECT: Special Construction Considerations

PROJECT: STBG-0041-02(022) / 106980301 – Carroll County

Bidders are advised that the following conditions must be met during the construction of this project.

1. Access to the Carroll County Tabernacle shall be maintained so that it can be used by the local community during construction.
2. The entryway and cedar trees at the Senator's House near the northeast corner of the bridge, located at Station Number 19+00 shall remain in place and undisturbed during construction.
3. Every effort shall be made to preserve the old standing brick covered bridge pier located southwest of the existing bridge at Station Number 15+00.
4. Two Communitive WWII Plaques have been removed from the existing bridge and are in storage at the Carrollton Town Hall. These plaques shall be installed on the new bridge as shown on Sheet # 8024 of the Plans. The Contractor shall coordinate with the Office of the Mayor to retrieve these plaques for installation.

The cost of work indicated above, which is not associated directly with a bid item, shall be included in the cost of other items bid.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4172

CODE: (SP)

DATE: 04/26/2022

SUBJECT: Placement of Fill Material in Federally Regulated Areas

PROJECT: STBG-0041-02(022) / 106980301 – Carroll County

A Permit (404, General, Nationwide, etc.) for placing fill material in federally regulated sites is required on this project.

The Department has acquired the following permits for permanently filling at regulated sites that are identified during project development:

Nationwide Permit No. 3

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

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

The permit may have plan sheets attached as reference but these sheets are not to be used for construction. Official plans sheets are those included in the Project Plans.

"General Decision Number: MS20220084 02/25/2022

Superseded General Decision Number: MS20210084

State: Mississippi

Construction Type: Highway

County: Carroll 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)(2)-(60).

| | |
|--|---|
| <p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p> | <ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 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 2022. |
| <p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p> | <ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 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 2022. |

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

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/07/2022 |
| 1 | 02/25/2022 |

* SUMS2010-007 08/04/2014

| | Rates | Fringes |
|---|-------------|---------|
| CARPENTER (Form Work Only)..... | \$ 13.99 ** | 0.00 |
| CARPENTER, Excludes Form Work.... | \$ 14.03 ** | 0.00 |
| CEMENT MASON/CONCRETE FINISHER... | \$ 14.09 ** | 0.00 |
| ELECTRICIAN..... | \$ 21.80 | 7.93 |
| HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck)..... | \$ 14.11 ** | 0.00 |
| INSTALLER - GUARDRAIL..... | \$ 11.42 ** | 0.00 |
| INSTALLER - SIGN..... | \$ 11.73 ** | 0.00 |
| IRONWORKER, REINFORCING..... | \$ 16.29 | 0.00 |
| LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor..... | \$ 10.39 ** | 0.00 |
| LABORER: Common or General..... | \$ 10.16 ** | 0.00 |
| LABORER: Concrete Worker..... | \$ 10.91 ** | 0.00 |
| LABORER: Flagger..... | \$ 11.48 ** | 0.00 |
| LABORER: Grade Checker..... | \$ 11.32 ** | 0.00 |
| LABORER: Landscape..... | \$ 10.00 ** | 0.00 |
| LABORER: Mason Tender - Cement/Concrete..... | \$ 11.08 ** | 0.00 |
| LABORER: Pipelayer..... | \$ 11.34 ** | 0.00 |
| LABORER: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper..... | \$ 12.93 ** | 0.00 |
| OPERATOR: Asphalt Spreader..... | \$ 16.03 | 0.00 |
| OPERATOR: Backhoe/Excavator/Trackhoe..... | \$ 13.38 ** | 0.00 |
| OPERATOR: Broom/Sweeper..... | \$ 10.77 ** | 0.00 |
| OPERATOR: Bulldozer..... | \$ 13.67 ** | 0.00 |
| OPERATOR: Concrete Saw..... | \$ 12.95 ** | 0.00 |
| OPERATOR: Crane..... | \$ 21.25 | 0.00 |
| OPERATOR: Distributor..... | \$ 12.38 ** | 0.00 |
| OPERATOR: Drill..... | \$ 19.22 | 0.00 |
| OPERATOR: Grader/Blade..... | \$ 14.44 ** | 0.00 |
| OPERATOR: Grinding/Grooving | | |

| | | |
|--|-------------|------|
| Machine..... | \$ 15.94 | 0.00 |
| OPERATOR: Loader..... | \$ 12.21 ** | 0.00 |
| OPERATOR: Mechanic..... | \$ 15.32 | 0.00 |
| OPERATOR: Milling Machine..... | \$ 18.16 | 0.00 |
| OPERATOR: Oiler..... | \$ 12.33 ** | 0.48 |
| OPERATOR: Paver (Asphalt, Aggregate, and Concrete)..... | \$ 12.69 ** | 0.00 |
| OPERATOR: Piledriver..... | \$ 15.13 | 0.00 |
| OPERATOR: Roller (All Types).... | \$ 11.51 ** | 0.00 |
| OPERATOR: Scraper..... | \$ 12.96 ** | 0.00 |
| OPERATOR: Tractor..... | \$ 12.75 ** | 0.00 |
| OPERATOR: Trencher..... | \$ 15.00 | 0.00 |
| TRUCK DRIVER: Flatbed Truck..... | \$ 12.64 ** | 0.00 |
| TRUCK DRIVER: Lowboy Truck..... | \$ 13.80 ** | 0.00 |
| TRUCK DRIVER: Mechanic..... | \$ 14.08 ** | 0.00 |
| TRUCK DRIVER: Off the Road Truck..... | \$ 12.29 ** | 0.00 |
| TRUCK DRIVER: Water Truck..... | \$ 10.89 ** | 0.00 |
| TRUCK DRIVER: Dump Truck (All Types)..... | \$ 11.71 ** | 0.00 |
| TRUCK DRIVER: Semi/Trailer Truck..... | \$ 15.29 | 0.00 |

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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 <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) (ii)).

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour 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.

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END OF GENERAL DECISIO"

SUPPLEMENT TO FORM FHWA-1273

DATE: 12/17/2018

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

Federal Contract Provisions for Subcontracts

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

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

Cargo Preference Act

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

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

Attachment

Title 46- Shipping

Volume: 8

Date: 2014-10-01

Original Date: 2014-10-01

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

| | |
|-------------------------------|------|
| SHSA Cities: | |
| Pascagoula - Moss Point ----- | 16.9 |
| Biloxi - Gulfport ----- | 19.2 |
| Jackson ----- | 30.3 |

| | |
|-------------------------------|------|
| SMSA Counties: | |
| Desoto ----- | 32.3 |
| Hancock, Harrison, Stone----- | 19.2 |
| Hinds, Rankin ----- | 30.3 |
| Jackson ----- | 16.9 |

| | |
|---------------------|------|
| Non-SMSA Counties: | |
| George, Greene----- | 26.4 |

| | |
|--|------|
| Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Clay, Coahoma, Grenada, Itawamba, Lafayette, Lee, Leflore, Marshall, Monroe, Montgomery, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Washington, Webster, Yalobusha ----- | 26.5 |
|--|------|

| | |
|--|------|
| Attala, Choctaw, Claiborne, Clarke, Copiah, Covington, Franklin, Holmes, Humphreys, Issaquena, Jasper, Jefferson, Jefferson Davis, Jones Kemper, Lauderdale, Lawrence, Leake, Lincoln, Lowndes, Madison, Neshoba, Newton, Noxubee, Oktibbeha, Scott, Sharkey, Simpson, Smith, Warren, Wayne, Winston, Yazoo----- | 32.0 |
|--|------|

| | |
|---|------|
| Forrest, Lamar, Marion, Pearl River, Perry, Pike, Walthall----- | 27.7 |
|---|------|

| | |
|-------------------------------|------|
| Adams, Amite, Wilkinson ----- | 30.4 |
|-------------------------------|------|

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

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

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

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

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

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

(12/04/2018)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-102-2

CODE: (IS)

DATE: 11/22/2017

SUBJECT: **Bidding Requirements and Conditions**

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

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-105-1

CODE: (SP)

DATE: 05/07/2021

SUBJECT: Authority of the Engineer

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

907-105.1--Authority of the Engineer. 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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-107-2

CODE: (SP)

DATE: 01/31/2018

SUBJECT: Contractor's Erosion Control Plan

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

907-107.22--Environmental Protection.

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

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

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

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

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

SITE INFORMATION

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

SEDIMENT AND EROSION CONTROLS

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

IMPLEMENTATION SEQUENCE

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

MAINTENANCE PLAN

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

Prime Contractor's Signature

Date

Printed Name

Title

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-108-4

CODE: (SP)

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.

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-109-3

CODE: (IS)

DATE: 02/23/2021

SUBJECT: Measurement and Payment

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

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

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

907-109.04--Extra Work.

907-109.04.1--Supplemental Agreement. 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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-234-1

CODE: (SP)

DATE: 10/13/2021

SUBJECT: Silt Fence

Section 234, Silt Fence, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-234.02--Materials. Delete the first paragraph of Subsection 234.02 on page 181, and substitute the following.

Materials used in silt fence and super silt fence may be accepted by certification per Subsection 700.05.1. Geotextile fabric, posts, staples and woven wire backing, when required, shall meet the requirements of Subsection 714.13.

907-234.05--Basis of Payment. Add the “907” prefix to the pay items listed on page 183.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-608-1

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Stamped and Colored Concrete Sidewalk

Section 608, Concrete Sidewalks, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as hereby amended as follows.

907-608.01--Description. After the paragraph in Subsection 608.01 on page 414, add the following.

The work may also consists of furnishing all labor, materials, tools, tests, royalties, services and other incidentals as may be required for the good and proper completion of the Stamped and/or Colored Concrete Sidewalk operations.

The extent of colored and imprinted sidewalk locations are shown on the drawings. These locations are generally limited to all proposed concrete traffic islands and concrete median end noses.

The Contractor is responsible for notes on the drawings which call attention to particular requirements or conditions. The fact that these requirements or conditions are not called out in the specifications does not relieve the Contractor of responsibility for these requirements or conditions.

907.608.01.1--Quality Assurance. Installation shall be performed by an installer with at least one year experience in the placement of stamped and colored concrete sidewalk paving systems.

907-608.02--Materials. After the last paragraph of Subsection 608.02 on page 414, add the following.

Colored concrete materials and imprinting tool release agents shall meet the following requirements.

- A. Coloring Agents: Contractor may elect to color the concrete integrally with a mineral oxide color, or may apply dry-shake of a manufactured pre-blended mixture of mineral oxide pigment and Portland cement to the surface of the freshly poured concrete.

Colors for Colored and Imprinted Concrete shall be selected by the Engineer from Standard or Designer color charts.

- B. Curing and Finishing Material: Contractor a color-matched curing and finishing material. Curing materials or methods for uncolored concrete shall not be used with Colored and Imprinted Concrete.

- C. Release Agent: Contractor shall utilize a dry-shake powder to facilitate the release of the concrete imprinting tools. The color of the release agent shall match the selected main coloring agent chosen by the Engineer for the concrete.
- D. Imprinting Tools: Tools shall be of high quality and shall provide uniform control of joint depth.
- E. Imprint Tool Pattern: The imprint pattern to be used for all concrete imprinting shall be a 4” x 8” brick running bond pattern, with a 4” x 8” matching soldier course border used along the perimeter of all proposed concrete traffic islands and median end noses. Refer to the drawings for pattern layout and orientation of the imprint patterns.

Once the color, method of coloring, and the imprinting tools have received approval from the Engineer, the Contractor shall provide a 4-foot square panel, separate from proposed traffic island and median end nose areas, to be reviewed and approved by the Engineer. Engineer will evaluate color as compared to color chart and texture of broom finish.

Subsequent panels may be required, if finish, imprint quality, or color are unacceptable to the Engineer. The Contractor shall remove unaccepted panels immediately from site. Accepted panel shall remain until all colored concrete traffic islands and median end noses have been completed by the Contractor, at which time the Contractor shall remove the panel from the site.

907-608.03.4--Handling, Measuring, Proportioning, and Mixing Materials. After the paragraph in Subsection 608.03.4 on page 415, add the following.

Should an integral coloring method be selected by the Contractor, the Contractor shall mix coloring agent in strict accordance with the approved manufacturer’s written instructions. Copies of the manufacturer’s written instructions shall be furnished to the Engineer prior to manufacture and placement of colored concrete.

Should a dry-shake applied coloring method be selected by the Contractor, the Contractor shall measure and apply coloring agent in strict accordance with the approved manufacturer’s written instructions. Copies of the manufacturer’s written instructions shall be furnished to the Engineer prior to manufacture and placement of colored concrete.

907-608.03.7--Protection and Curing. After the last paragraph of Subsection 608.03.7 on page 416, add the following.

Protection and curing materials and methods of application for stamped and colored concrete sidewalk shall be in strict accordance with the approved manufacturer’s written instructions. Copies of the manufacturer’s written instructions shall be furnished to the Engineer prior to manufacture and placement of colored concrete.

907-608.04--Method of Measurement. After the last paragraph of Subsection 608.04 on page 416, add the following.

Colored Concrete Sidewalk, completed and accepted, will be measured by the square yard. Sample panels will not be measured for separate payment.

Stamped or Stamped and Colored Concrete Sidewalk, completed and accepted, will be measured by the square foot. Sample panels will not be measured for separate payment.

907-608.05--Basis of Payment. After the first paragraph of Subsection 608.05 on page 416, add the following.

Colored Concrete Sidewalk will be paid for at the contract unit price of square yard, which shall be full compensation for completing the work.

Stamped and/or Colored Concrete Sidewalk will be paid for at the contract unit price of square foot, which shall be full compensation for completing the work.

Add the following to the list of pay items on page 416.

907-608-D: * Concrete Sidewalk - per square foot

* Sidewalk may be colored, stamped, or stamped and colored

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-608-2

CODE: (IS)

DATE: 11/12/2019

SUBJECT: Detectable Warning Panels

Section 608, Concrete Sidewalks, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as hereby amended as follows.

907-608.02--Materials. Delete the fourth paragraph of Subsection 608.02 on page 414, and substitute the following.

Detectable warning panels for Americans with Disabilities Act (ADA) compliance shall meet the requirements of the plans, standard specifications, contract documents, and AASHTO M 333. The panels shall be precast, modular, or prefabricated.

907-608.04--Method of Measurement. Delete the first paragraph of Subsection 608.04 on page 416, and substitute the following.

Concrete sidewalks of the type specified will be measured for payment by the square yard. Transition slopes, turning space, and ramps necessary for detectable warning panels will be measured as concrete sidewalk.

907-608.05--Basis of Payment. Add the following to the list of pay items in Subsection 608.05 on page 416.

907-608-C: Detectable Warning Panels per square foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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.

907-701.01--General. 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.”

907-701.02--Portland Cement.

907-701.02.1-General.

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

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:

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

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*.

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

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

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

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

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

Table 1- Cementitious Materials for Soluble Sulfate Conditions or Seawater

| Sulfate Exposure | Water-soluble sulfate (SO 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 |

* 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.

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

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

907-701.04--Blended Hydraulic Cement.

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

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

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

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

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

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

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*.

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

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

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

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

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

Table 2- Cementitious Materials for Soluble Sulfate Conditions or Seawater

| Sulfate Exposure | Water-soluble sulfate (SO 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 IL (MS) * cement, Type IL cement with one of the following replacements of cement by weight: 24.5 - 35.0% Class F fly ash, or 49.5 - 50.0% GGBFS, Type IP (MS) cement, or Type IS (MS) cement |
| Severe | 0.20 - 2.00 | 1,500 - 10,000 | Type IL cement with a replacement of cement by weight of 49.5 - 50.0% GGBFS, or Type IL (MS) cement with one of following replacements of cement by weight: 24.5 - 35.0% Class F fly ash, or 49.5 - 50.0% GGBFS |

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

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

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

Delete Subsection 701.04.3 on page 721.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-702-4

CODE: (IS)

DATE: 09/11/2018

SUBJECT: Bituminous Materials

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

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

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

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

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

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

**TABLE V
SPECIFICATION FOR FOG SEAL**

| Test Requirements | LD-7 | | CHPF-1 | | Test Method |
|--|------|------|--------|------|--------------|
| | Min. | Max. | Min. | Max. | |
| Viscosity, Saybolt Furol, @ 25°C, Sec. | 10 | 100 | - | 100 | AASHTO T 72 |
| Storage Stability Test, 24 hr, % | - | 1 | - | 1 | AASHTO T 59 |
| Settlement, 5 day, % | - | 5 | - | - | AASHTO T 59 |
| Oil Distillate, % | - | 1 | - | - | AASHTO T 59 |
| Sieve Test, % * | - | 0.3 | - | 0.1 | AASHTO T 59 |
| Residue by Distillation, % | 40 | - | 40 | - | AASHTO T 59 |
| 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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-703-1

CODE: (IS)

DATE: 06/13/2018

SUBJECT: Gradation

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

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

907-703.03.2--Detail Requirements.

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-705-1

CODE: (IS)

DATE: 06/13/2018

SUBJECT: Stone Riprap

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-707-3

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.

907-707.02.3--Wood. 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.

907-707.06--Flexible Plastic Gasket for Joining Conduit. 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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-708-4

CODE: (IS)

DATE: 09/21/2021

SUBJECT: Concrete Pipe

Section 708, Non-Metal Structures and Cattlepasses, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-708.02--Concrete Pipe.

907-708.02.1--Materials for Use in Concrete Pipe.

907-708.02.1.2--Fly Ash. Delete Subsection 708.02.1.2 on page 758, and substitute the following.

Fly ash conforming to the requirements of Subsection 714.05 may be used to replace hydraulic cement on a one to one replacement rate. If a type IL cement conforming to the requirements of Subsection 701.04 is used, the fly ash replacement shall not exceed 35% by weight of the cement. For all other Types of cement, the fly ash replacement rate shall not exceed 25% by weight of hydraulic cement.

907-708.02.3--Exceptions to AASHTO Standard Specifications. After Subsection 708.02.3.7 on page 760, add the following.

907-708.02.3.8--Lifting Device. In lieu of lift holes, the producer may cast an approved lifting device in the pipe during the manufacturing process. Should a lifting device be included with the pipe, the Contractor shall cut off or grind down the lifting device flush with the pipe surface after placement of the pipe. The area around the lifting device shall be coated with a sealer approved by the Engineer.

907-708.02.5--Reinforced Concrete Pipe. Delete the second paragraph in Subsection 708.02.5 on page 760, and substitute the following.

907-708.02.5.1--Class V Pipe With Diameter 54 Inches and Greater. Class V pipe with diameters of 54 inches and larger shall meet the requirements of AASHTO M 170 or M 242 as modified by Subsection 708.02 and herein.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-711-2

CODE: (IS)

DATE: 09/11/2018

SUBJECT: Plain Steel Wire

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

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-712-1

CODE: (SP)

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.

907-712.01--General. 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.

907-712.02--Barbed Wire. 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.

907-712.03--Metallic-Coated, Steel Woven Wire Fence Fabric. 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.

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

907-712.04.1--Fabric. 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.

907-712.04.2--Tie Wire. 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.

907-712.04.3--Tension Wire. 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 III, Type IV, or Type I Classes 1, 2, or 3 tension wires shall be furnished.

907-712.04.4--Posts Rails, Gate Frames, and Expansion Sleeves. 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.

907-712.04.5--Miscellaneous Fittings and Hardware. 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.

907-712.05.1.1--General. 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.

907-712.05.1.2--Round Posts. Delete the last sentence of the last paragraph of Subsection 712.05.1.2 on page 788.

907-712.05.1.3--Sawed Posts. Delete the last sentence of the paragraph of Subsection 712.05.1.3 on page 788.

907-712.05.1.4--Sawed Braces. 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.

907-712.05.2.1--Round Steel Pipe. 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.

907-712.05.2.2--Steel Fence Post and Assemblies, Hot-Wrought. 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.

907-712.05.2.5--Aluminum-Alloy Posts and Assemblies. 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.

907-712.05.2.6--Formed Steel Section Posts. 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.

907-712.06.2.1--Square Posts. 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.

907-712.06.2.2--Round Posts. 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.

907-712.06.5--Treated Wood Blocks for Use with Metal Guardrail Posts. 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.

907-712.16--Hardware. 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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-713-1

CODE: (SP)

DATE: 07/28/2020

SUBJECT: Waterproofing Admixture

Section 713, Concrete Curing Materials and Admixtures, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-713.02--Admixtures for Concrete. Delete Subsection 713.02.4 on page 793 and substitute the following.

907-713.02.4--Blank.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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.

907-714.01.2--Water for Use in Concrete. 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.

907-714.01.3--Water for Use in Chemically Stabilized Based. 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.

907-714.05.1--General. Delete the first sentence of the fifth paragraph in Subsection 714.05.1 on page 797.

907-714.13--Geotextiles.

907-714.13.11--Tables. Delete Table 1 in Subsection 714.13.11 on page 813, and substitute the following.

Table 1 - Geotextiles

| Type Designation | I ¹ Sediment Control | II ¹ Control | III Drainage | IV Paving | V Separation & Drainage | | VI Separation, Stabilization & Reinforcement | | VIII High Strength | IX High Strength | Test Method |
|--|------------------------------------|----------------------------|-----------------|-----------------|----------------------------|--------------|---|--------------|-----------------------|---------------------|-------------|
| | | | | | Woven | Non-Woven | Woven | Non-Woven | | | |
| Grab Strength (lb) | 50 | 90 | 110 | 90 | 200 | 280 | 180 | 450 | 280 | 280 | ASTM D 4632 |
| Elongation (%) | ---- | 50% max @ 45 lb | 20% min | 50% min @ break | 50% min | 50% max | 50% min | 50% max | 50% min | 50% min | ASTM D 4632 |
| Seam Strength (lb) | ---- | ---- | 70 | ---- | 180 | 240 | 160 | 400 | 240 | 240 | ASTM D 4632 |
| Puncture Strength (lb) | ---- | ---- | 40 | ---- | 80 | 110 | 75 | 180 | 115 | 115 | ASTM D 6241 |
| Trapezoidal Tear (lb) | ---- | ---- | 40 | ---- | 80 | 100 | 70 | 150 | 100 | 100 | ASTM D 4533 |
| Asphalt Retention (gal/yd ²) | ---- | ---- | ---- | 0.2 | ---- | ---- | ---- | ---- | ---- | ---- | ASTM D 6140 |
| Permittivity (sec ⁻¹) min | 0.05 | 0.05 | 0.5 | ---- | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | 0.2 | ASTM D 4491 |
| AOS Woven (mm) max | 0.60 | 0.60 | 0.6 | ---- | 0.6 | 0.43 | ---- | 0.43 | ---- | ---- | ASTM D 4751 |
| AOS Non-Woven (mm) max | 0.84 | 0.84 | 0.43 | ---- | 0.43 | ---- | 0.43 | ---- | 0.43 | 0.43 | ---- |
| Tensile Strength after UV (% Retained) | 70% @ 500 hr | 70% @ 500 hr | 50% @ 500 hr | ---- | 50% @ 500 hr | 50% @ 500 hr | 50% @ 500 hr | 50% @ 500 hr | 50% @ 500 hr | 50% @ 500 hr | ASTM D 4355 |
| Melting Point °(F) | ---- | ---- | ---- | 325 | ---- | ---- | ---- | ---- | ---- | ---- | ASTM D 276 |
| Minimum Ultimate Tensile Strength ³ (lb/in) | ---- | ---- | ---- | ---- | ---- | ---- | ---- | ---- | 660 | 2000 | ASTM D 4595 |

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.

907-714.15.1--General. 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.

907-714.15.1.2--Geogrid for Subgrade Stabilization. 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.

907-714.15.3--Manufacturer Certification. The Contractor shall furnish the Engineer three copies of the manufacturer's certified test reports indicating that the geogrid furnished conforms to the requirements of the specifications and is of the same composition as the originally approved

by the Department.

907-714.15.4--Acceptance Sampling and Testing. Final acceptance of each shipment will be based upon results of tests performed by the Department on verification samples submitted from the project, as compared to the manufacturer's certified test reports. The Engineer will select one roll or container at random from each shipment for sampling. 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 | Type Designation | | | | | | 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).

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-718-1

CODE: (SP)

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.

907-718.01--General. 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.

907-718.02--Untreated Timber and Dimension Lumber. Untreated timber and dimension lumber shall conform to the requirements of AASHTO M 168.

907-718.03--Treated Timber and Dimension Lumber. 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.

907-718.03.2.1--General. 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.

907-718.03.2.3--Inspection. 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.

907-718.03.4--Storage of Treated Material. 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.

907-718.04--Preservative. Preservatives shall be as specified in AASHTO M 133 unless otherwise directed by the Environmental Protection Agency (EPA).

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-720-2

CODE: (IS)

DATE: 09/11/2018

SUBJECT: Acceptance Procedure for Glass Beads

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

907-720.01--Glass Beads.

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-721-4

CODE: (SP)

DATE: 04/19/2022

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.

907-721.06.2--Performance Requirements. 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/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.

907-721.11--Digital Applied Printing. 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.

907-721.11.1--Digitally Printed Ink Systems. 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.

907-721.11.2--Protective Overlay Film. 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 overlamine 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.

907-721.11.3--Inspection. 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.

907-721.11.4--Traffic Sign Performance Warranty Provisions. 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.

907-721.11.5--Certified Digital Sign Fabricator. 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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-803-5

CODE: (IS)

DATE: 01/08/2020

SUBJECT: Test Piles

Section 803, Deep Foundations, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-803.03--Construction Requirement

907-803.03.1--Driven Piles.

907-803.03.1.9--Determination of Bearing Value of Piling.

907-803.03.1.9.3--Determination of Bearing Value by PDA Monitoring (Dynamic Load Testing).

907-803.03.1.9.3.3--PDA Monitored Driving and/or Restrike of Piling.

907-803.03.1.9.3.3.3--Driving Requirements. Delete the first two sentences of the first paragraph of Subsection 803.03.1.9.3.3.3 on page 907, and substitute the following.

Piles to be used in the determination of pile bearing by PDA monitoring shall be driven with PDA instrumentation attached to the pile and shall have a PDA monitored 1-day restrike performed after the initial pile driving. The Engineer may modify the waiting periods that are required before the restrikes are performed. The Engineer may require additional restrikes after the 1-day restrike if deemed necessary when it is determined pile bearing requirements have not be met. Additional restrikes required by the Engineer will be paid for as a Pile Restrike.

907-803.04--Method of Measurement.

907-803.04.12--PDA Test Pile. Delete the second paragraph of Subsection 803.04.12 on page 932 and substitute the following.

Completion of this pay item shall include the 1-day restrike after initial driving and individual components will not be considered separately. Any additional restrike required by the Engineer on this type test pile will be paid for as a Pile Restrike.

907-803.05--Basis of Payment.

907-803.05.2--Conventional Pile Load Tests. Delete the paragraph in Subsection 803.05.2 on page 933 and substitute the following.

Conventional static pile load tests, measured as prescribed above, will be paid for at the contract fixed unit price per each.

Delete pay items 803-B, 803-I, and 803-J on page 935 and substitute the following.

- 907-803-B: Conventional Static Pile Load Test - per each
- 907-803-I: PDA Test Pile - per each
- 907-803-J: Pile Restrike - per each

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-804-11

CODE: (IS)

DATE: 05/05/2021

SUBJECT: Concrete Bridges and Structures

Section 804, Concrete Bridges and Structures, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-804.02--Materials.

907-804.02.3--Non-Quality Control / Quality Assurance Concrete.

Delete the third sentence of the first paragraph on page 936 and substitute the following.

The Contractor is required to submit mixture designs to accomplish this work in accordance with Section 804 and perform normal Quality Control functions in accordance with Table 4, Contractor’s Minimum Requirements for Quality Control, Items A and B.

Add the following to the list of concrete items on page 937 that are not accepted based on the Quality Control / Quality Assurance (QC/QA) requirements.

| <u>Section</u> | <u>Description</u> |
|----------------|----------------------------|
| 610 | High Tension Cable Barrier |

907-804.02.6--Classification and Uses of Concrete. After the last class of concrete listed in Section 804.02.6 on page 938, add the following.

- 10) Class BD_X - Concrete for bridge decks (4,500 psi)

907-804.02.10--Hydraulic Cement Concrete Mixture Design. Add the following to Table 3 in Subsection 804.02.10 on page 941.

| | | | | | | | |
|-----------------|--------------------------|----------|-----------|------|----------|--------------------|-----|
| BD _X | Bridge Deck ¹ | 57 or 67 | 0.42-0.45 | 4500 | 5 [-2.5] | 4.5±1.5 6.5±1.5 | N/A |
|-----------------|--------------------------|----------|-----------|------|----------|--------------------|-----|

Delete footnote 1 of Table 3 in Subsection 804.02.10 on pages 941 & 942 and substitute the following.

¹ An approved synthetic structural fiber meeting the requirements of Subsection 711.04 shall be incorporated into the mixture at 1.25 times the approved dosage rate. For each additional pound of fibers per cubic yard added in excess of the requirement stated above, an additional inch of slump will be allowed up to a maximum permitted slump of eight (8) inches.

For Class BD, the maximum cementitious material content shall be 550 pounds per cubic yard

For Class BDX, the maximum cementitious material content shall be 564 pounds per cubic yard.

Delete footnote 3 of Table 3 in Subsection 804.02.10 on page 942 and substitute the following:

- ³ The design slump selected by the Contractor for the mixture design approval is the maximum slump permitted.

Delete the last sentence of the first paragraph on page 942 and substitute the following.

Other hydraulic cements may be used in accordance with the specifications listed in Section 701. Other small coarse aggregate sizes meeting the requirements of Subsection 703.03.2.4 may be used in conjunction with the coarse aggregate sizes listed in Table 3.

907-804.02.12--Contractor's Quality Control. Delete Table 4 in Subsection 804.02.12.5 on page 950, and substitute the following.

**Table 4
CONTRACTOR’S MINIMUM REQUIREMENTS FOR QUALITY CONTROL**

| Hydraulic Cement Concrete | | |
|--|---|---|
| Control Requirement | Frequency | AASHTO/ASTM |
| A. PLANT AND TRUCKS 1. Mixer Blades 2. Scales a. Tared b. Calibrate c. Check Calibration 3. Gauges & Meters - Plant & Truck a. Calibrate b. Check Calibration 4. Admixture Dispenser a. Calibrate b. Check Operation & Calibration | Monthly Daily Every 6 months Weekly Every 6 months Weekly Every 6 months Daily | |
| B. AGGREGATES 1. Sampling 2. Fine Aggregate a. Gradation / FM b. Moisture c. Specific Gravity / Absorption 3. Coarse Aggregates a. Gradation b. Moisture c. Specific Gravity / Absorption | 250 yd ³ concrete Check meter against test results weekly 2500 yd ³ concrete 250 yd ³ concrete Minimum of once daily or more as needed to control production. Check meter against test results weekly. 250 yd ³ Concrete if the coarse aggregate oven dry specific gravity is less than 2.450, or 2500 yd ³ Concrete if the coarse aggregate oven dry specific gravity is greater than or equal to 2.450 | T 2 T 27 T 255 T 84 T 27 T 255 T 85 |
| C. PLASTIC CONCRETE 1. Sampling 2. Air Content 3. Slump 4. Density (Unit Weight) 5. Compressive Strength 6. Yield 7. Temperature | First load then one per 50 yd ³ First load then one per 50 yd ³ 100 yd ³ or when cylinders are made A minimum of one set (three cylinders) for each 100 yd ³ inclusive and one set for each additional 100 yd ³ or fraction thereof for each class concrete delivered and placed on a calendar day from a single supplier. A test shall be the average of three cylinders. Each 400 yd ³ Concrete With each sample | R 60 T 152 or T 196 T 119 T 121 T 22, T 23, T 231 T 121 T 309 |

907-804.02.13--Quality Assurance Sampling and Testing. Delete Table 5 in Subsection 804.02.13 on pages 951 and 952, and substitute the following.

**TABLE 5
DEPARTMENT’S MINIMUM REQUIREMENTS
FOR QUALITY ASSURANCE**

| Quality Assurance Tests | Frequency | AASHTO/ASTM |
|---|--|-------------------|
| A. AGGREGATES | | |
| 1. Sampling | | T 2 |
| 2. Fine Aggregate Gradation and FM | 250 yd ³ concrete | T 27 |
| 3. Coarse Aggregates Gradation | 250 yd ³ concrete | T 27 |
| 4. Coarse Aggregate a. Specific gravity / Absorption | 250 yd ³ Concrete if the coarse aggregate oven dry specific gravity is less than 2.450, or 2500 yd ³ Concrete if the coarse aggregate oven dry specific gravity is greater than or equal to 2.450 | |
| B. PLASTIC CONCRETE | | |
| 1. Sampling | | R 60 |
| 2. Air Content | Every 100 yd ³ | T 152 or T 196 |
| 3. Slump | Every 100 yd ³ | T 119 |
| 4. Density (Unit Weight) | 100 yd ³ or when cylinders are made | T 121 |
| 5. Compressive Strength | One set (three cylinders) for every 100 yd ³ inclusive. A test shall be the average of three cylinders. | T 22, T 23, T 231 |
| 6. Temperature | With each sample | T 309 |

907-804.02.13.1.4--Yield. Delete the first sentence of Subsection 804.02.13.1.4 on page 953 and substitute the following.

If the yield of the concrete mixture is more than plus or minus three percent ($\pm 3\%$) of the design volume, the mixture design shall be adjusted by a Class III Certified Technician representing the Contractor to yield the correct volume, plus or minus three percent ($\pm 3\%$).

907.804.02.13.1.7--Static Segregation. Delete the second sentence of Subsection 804.02.13.1.7 on page 954 and substitute the following.

If the static segregation of the concrete mixture design exceeds this requirement, the mixture design shall be adjusted by a Class III Certified Technician representing the Contractor to ensure a static segregation in conformance with the requirement in Table 3.

907-804.03--Construction Requirements. Delete Subsection 804.03.16.1 on pages 970 & 971, and substitute the following.

907-804.03.16.1--Cold Weather Concreting.

907-804.03.16.1.1--Mixture Acceptance Temperature. For the purpose of job site acceptance temperature in accordance with Subsection 804.02.13.1.5, in cold weather, the acceptance temperature of the concrete when delivered to the job site shall conform to the temperature limitations of “Temperature Limitations on Concrete when Delivered to Job Site” listed in Table 8 below. For the purpose of mixture acceptance temperature, cold weather is defined as three consecutive days when there is a probability that the daily average of the highest and lowest

ambient temperatures is expected to be less than 40°F. This three-day forecast shall be based on the latest information available from the National Weather Service.

**TABLE 8
COLD WEATHER TEMPERATURE LIMITATIONS ON CONCRETE
WHEN DELIVERED TO JOB SITE**

| Section thickness in the least dimension inches | Jobsite Acceptance Temperature Range °F |
|---|---|
| Less than 12 | 55 to 75 |
| 12 to 36 | 50 to 70 |
| 36 to 72 | 45 to 65 |
| Greater than 72 | 40 to 60 |

907-804.03.16.1.2--Structure Concrete Protection. The Contractor shall assume all risk and added cost connected with the placing and protecting of concrete during cold weather. For the purpose of structure protection, cold weather is defined as periods where there are indications of temperatures less than 40°F during the first four days after placement. Permission given by the Engineer to place concrete during such time will in no way relieve the Contractor of responsibility for satisfactory results. Protection of the concrete shall be accomplished in accordance with the requirements in Subsection 907-804.03.16.1.2.1. If approved by the Engineer, the protection of the concrete may be accomplished in accordance with the requirements in Subsection 907-804.03.16.1.2.2. In either case, should it be determined at any time that the concrete placed under such conditions is unsatisfactory, it shall be removed and replaced with satisfactory concrete by the Contractor without extra compensation.

Before placing concrete, all ice or frost shall be removed from the forms and reinforcement.

In the case of concrete placed directly on or in the ground, such as for footings or bottom slabs, protection and curing during cold weather may be provided as set for concrete pavement under Subsection 501.03.20.3.

907-804.03.16.1.2.1--Enclosure Method. The Contractor shall have available on the project the approved facilities necessary to enclose uncured concrete and to keep the temperature of the air inside the enclosure between 50°F and 100°F for the duration of the cold weather period. The Contractor shall use such heating equipment such as stoves, salamanders, or steam equipment as deemed necessary to protect the concrete. When dry heat is used, means of maintaining atmospheric moisture shall be provided.

The Contractor shall install the temperature sensors and other appurtenances to measure and record the temperature history of the air inside the enclosure. The Contractor shall be able to determine the temperature history of air inside the enclosure while remaining outside the enclosure

In the event that the Contractor’s enclosure method does not successfully maintain the air temperature within the required range, the Contractor shall suspend additional concrete placements until either 1) such time that changes in the enclosure method are demonstrated to successfully

maintain the required temperatures during other periods of cold weather, or 2) such time that concrete placements are not conducted during periods of cold weather.

If the air temperature inside the enclosure at the end of the protection period is more than 20°F greater than the ambient temperature, the Contractor shall 1) stop using heating equipment, 2) leave the enclosure undisturbed, and 3) allow the air temperature inside the enclosure to decrease to within 20°F of the ambient temperature before disturbing or removing the enclosure.

907-804.03.16.1.2.2--Insulating Blanketing Method. At the option of the Contractor with the approval of the Engineer, an approved insulating blanketing material capable of maintaining the temperature of the concrete at or above 40°F may be used to protect the work. The insulating blanketing material shall remain in place until both 1) the required concrete strength in Table 6 is achieved as determined using the Maturity Method in accordance with Subsection 804.03.15, and 2) the temperature differential between the ambient temperature and the internal concrete temperature determined by the maturity meter does not exceed 20°F.

In the event the Engineer does not approve of using the Insulating Blanketing Method, the Contractor shall use the Enclosure Method per Subsection 907-804.03.16.1.2.1.

907-804.03.16.1.2.3--Batching Considerations. One or more of the aggregates and/or mixing water may be heated. The aggregates may be heated by steam, dry heat, or by placing in the mixing water that has been heated. Frozen aggregates shall not be used. When either aggregates or water are heated above 100°F, the aggregates and water shall be combined first in the mixer before the cement is added to avoid flash set. Cement shall not be mixed with water or with a mixture of water and aggregate having a temperature greater than 100°F.

The use of salt or other chemical admixtures in lieu of heating will not be permitted.

907-804.03.17--Curing Concrete.

907-804.03.17.1--Water with Waterproof Cover. In the second sentence of the fourth paragraph of Subsection 804.03.17.1 on page 973, delete the word “due”.

Delete the first sentence of the fifth paragraph of Subsection 804.03.17.1 on page 973, and substitute the following.

The Contractor shall maintain the burlap in a fully wet condition using powered fogging equipment, such as a commercially available pressure washer, which is capable of producing a fog spray of atomized droplets of water (i.e., producing a very fine and gentle mist that looks like a foggy morning) until the concrete has gained sufficient strength to allow foot traffic without the foot traffic marring the surface of the concrete.

Delete the seventh paragraph of Subsection 804.03.17.1 on page 973, and substitute the following.

If there is an unanticipated delay in the placement of the first layer of saturated burlap outside the time limit which is due to unforeseen events which are not a part of the Contractor’s curing operations for meeting the requirements of this Subsection and which are outside the direct control

of the Contractor, the struck-off and finished concrete shall be kept wet by use of the powered fogging equipment used to keep the burlap wet as described previously in the Subsection.

In the second sentence of the eighth paragraph of Subsection 804.03.17.1 on page 973, replace the word “like” with “such as”.

907-804.03.17.1.2--Liquid Membrane. In the first sentence of the first paragraph of Subsection 804.03.17.1 on page 973, replace “polyethylene sheets” with “white polyethylene sheets.”

907-804.03.19.7--Finishing Bridge Decks.

907-804.03.19.7.1--General. Delete the second paragraph of Subsection 804.03.19.7.1 on page 985, and substitute the following.

In the event a method is not designated on the plans, the Contractor may use either the Longitudinal Method in accordance with Subsection 907-804.03.19.7.2 or the Transverse Method in accordance with Subsection 907-804.03.19.7.3.

907-804.03.19.7.2--Longitudinal Method. Delete the first sentence of the first paragraph of Subsection 804.03.19.7.2 on page 985, and substitute the following.

The longitudinal method may only be used for repairs to bridge decks or bridge widening projects.

907-804.03.19.7.3--Transverse Method. Before the first sentence of the first paragraph of Subsection 804.03.19.7.3 on page 986, add the following.

The transverse method shall be used for construction of new bridge decks and may be used for bridge deck repair or bridge widening.

907-804.05--Basis of Payment. Delete the first and second pay items listed on page 999, and substitute the following.

907-804-A: Bridge Concrete, Class _____ - per cubic yard

907-804-B: Box Bridge Concrete, Class _____ - per cubic yard

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS NO. 907-823-7

CODE: (SP)

DATE: 10/13/2020

SUBJECT: **Preformed Joint Seal**

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

SECTION 907-823--PREFORMED JOINT SEAL

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

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

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

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

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

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

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

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

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

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

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

Payment will be made under:

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

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

NOTES ON ASSOCIATED ITEMS OF WORK:

907-808-4002 JOINT REPAIR
 Description: Shall include the work necessary to repair joints in preparation for the placement of new expansion material. Preparation for the placement of new expansion material shall also be included under this item of work. Removal of existing silicone sealant, compression and AC sealed joint materials will not be paid for directly and shall be considered as part of the preparation work. Removal of debris and any trash and debris (including but not limited to compacted dirt, vegetation and trash) located at any depth within the joint shall be included under this item of work. All other requirements shall be included under the preparation work. Refer to Section 808 of the specifications and any other sections specified therein.

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

907-808-4003 JOINT REPAIR WITHOUT EPOXY

Description: Shall include the work necessary to repair joints in preparation for the placement of new expansion material, as designated in the detail drawings. Provide removal of existing silicone sealant, compression and AC sealed joint materials shall be included under this item of work. Removal of joint materials and any trash and debris (including but not limited to compacted dirt, vegetation and trash) located at any depth within the joint shall be included under this item of work. All other requirements shall be in accordance with the applicable provisions of Section 808 of the specifications and any other sections specified therein.

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

907-823-8001 SAW CUT, TYPE 1 & 907-823-8002 SAW CUT, TYPE II

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

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

907-823-4001 PREFORMED JOINT SEAL, TYPE I

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

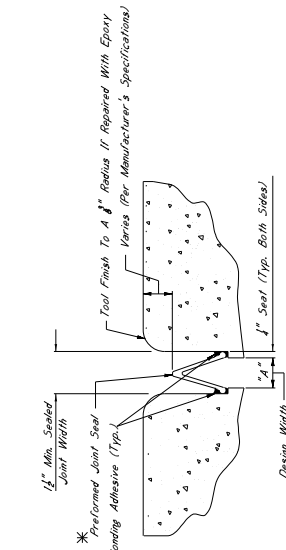
Basis Of Payment:
 The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Centerline Joint.

EPOXY MORTAR AND POLYMER CONCRETE NOTES:

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

GENERAL NOTES:

1. Specifications: Mississippi Standard Specifications For Road And Bridge Construction, 2017.
2. Approval: All work shall be approved by the State Bridge Engineer. Approval Of The Director Of Structures, State Bridge Engineer. Minor Changes To Detail Of Design Or Construction Procedure May Be Authorized By The Bridge Engineer Provided Such Changes Do Not Affect The Safety Or Structural Integrity Of The Work For Which No Pay Item Is Provided In The Proposal Will Not Be Paid For Directly And Shall Therefore Be Considered An Assorted Item Of Work.

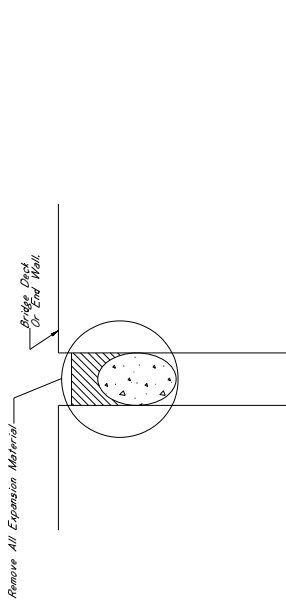


TYPICAL SECTION AT SAWCUT & SEALED JOINT
 Showing Sealed Joint After Sawcut

- *NOTES:**
1. The Preformed Joint Seal Shall Be One Of The Following, Installed According To The Manufacturer's Specifications:
 - A. Silicoflex Joint Sealing System Manufactured By R.J. Watson, Inc. In Alden, NY www.jointseal.com
 - B. Mido SPS Joint Sealing System Manufactured By R.J. Watson, Inc. In Amherst, NY www.midocorp.com
 - C. Silseps SSS Silicone Strip Seal Manufactured By SSI Commercial & Highway Construction Materials www.ssi.com

2. For Estimating Purposes, The R.J. Watson Silicoflex Joint Sealing System Seal Selected, However, Should Another Supplier Be Chosen, It Is The Contractor's Responsibility To Obtain Approval From The State Bridge Engineer For Joint Preparation, Installation Depth And Width, Adhesive Sealing Times, And Any Variances Between The Specifications Provided By The Manufacturer, To Ensure That The Contractor Is Properly Schooled In Installation Of The Joint Material.

3. Joints Shall Be Sealed At Their Design Widths, Dimension "A", Which Is Defined As The Actual Width Of The Joint Opening. This Width Does Not Account For The Sealant. The Sealant Shall Be Applied To The Joint Opening After The Sealant Is Applied. For Design Widths Greater Than Or Equal To 2" Sealant Preformed Joint Seal Type 1 Shall Be Used With The Minimum Design Width Of Expansion Material Shall Be Required As Directed By The Director Of Structures, State Bridge Engineer. It Is The Contractor's Responsibility To Ensure That The Size Selected Is Appropriate For The Width Of The Joint.



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

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

Remove All Expansion Material - Bridge Deck Or End Wall

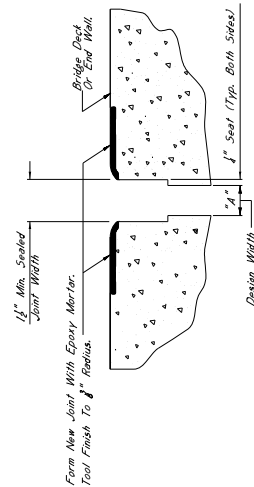
Sawcut Depth - Varies (Per Manufacturer's Specifications)

Limits Of Joint Preparation, Varies (Per Manufacturer's Specifications)

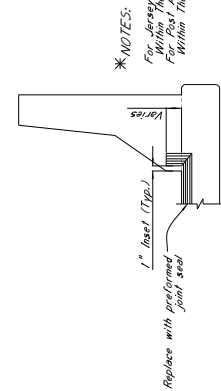
Design Width - 1/4" Seal (Typ. Both Sides)

TYPICAL SECTION AT JOINT AFTER REMOVAL OF EXISTING SEAL AND SAWCUT

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



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



ELEVATION AT END OF SPAN

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

NOTES ON ASSOCIATED ITEMS OF WORK:

JOINT REPAIR

Description: Shall include the work necessary to repair joints in preparation for the placement of new expansion material. Joint materials and any trash and debris (including but not limited to compacted dirt, vegetation and trash) located at any depth within the joint shall be included under this item of work. Epoxy mortar shall also be included under this item of work. Epoxy mortar shall be placed in accordance with the provisions of Section 808 of the Specifications and shall be considered as absorbed under this item of work. All other requirements shall be in accordance with the applicable provisions of Section 808 of the Specifications and any other sections specified therein.

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

JOINT REPAIR WITHOUT EPOXY

Description: Shall include the work necessary to repair joints in preparation for the placement of new expansion material. Joint materials and any trash and debris (including but not limited to compacted dirt, vegetation and trash) located at any depth within the joint shall be included under this item of work. Materials shall be included under this item of work, removal of joint materials and any trash and debris (including but not limited to compacted dirt, vegetation and trash) located at any depth within the joint shall be included under this item of work. All other requirements shall be in accordance with the provisions of Section 808 of the Specifications and any other sections specified therein.

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

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

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

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

907-823-4001 PREFORMED JOINT SEAL, TYPE I

Description: Shall include the manufacturer's required joint preparation including sandblasting both sides of the joint and blowing the joint. The contractor shall be responsible for the cost of the joint seal.

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

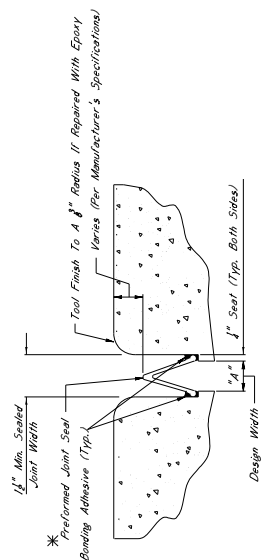
907-823-4002 PREFORMED JOINT SEAL, TYPE II

Description: Shall include the manufacturer's required joint preparation including sandblasting both sides of the joint and blowing the joint. The contractor shall be responsible for the cost of the joint seal.

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

GENERAL NOTES:

1. Specifications, Mississippi Standard Specifications For Road Construction, 2013 Edition, shall apply to all items of work.
2. No change of plans will be permitted except by written approval of the Director of Structures, State Bridge Engineer. Any changes to design or construction shall be approved by the State Bridge Engineer. The contractor shall be responsible for the cost of such changes.
3. Work for which no pay item is provided in the proposal will not be paid for directly and shall therefore be considered an absorbed item of work.

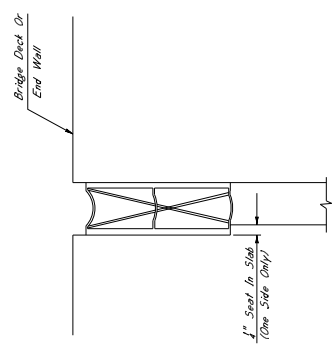


TYPICAL SECTION AT SAWCUT & SEALED JOINT

Showing Sealed Joint After Sawcut And Repair With Epoxy Mortar

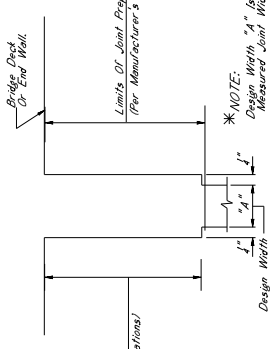
***NOTES:**

1. The preformed joint seal shall be one of the following, installed according to the manufacturer's specifications:
 - A. Silcoflex Joint Sealing System Manufactured By R.J. Watson, Inc. In Allen, NY www.rjwatson.com
 - B. Mids SBS Joint Sealing System Manufactured By Watson-Bowman Acme Corporation In Amherst, NY www.watson-bowman.com
 - C. Silgoc SSS Silicone Strip Seal Manufactured By SSI Commercial & Highway Construction Materials www.ssi.com
2. For existing purposes, the R.J. Watson Silcoflex Joint Sealing System was used. The contractor shall ensure that the manufacturer's recommendations are followed for joint preparation, installation depths and widths, adhesive setting times, and curing times. The contractor shall be responsible for the cost of the joint seal. The contractor shall be responsible for the cost of the joint seal.
3. Joints shall be sealed at their design widths, dimension "A", which is defined as the actual width of the joint. The contractor shall be responsible for the cost of the joint seal. The contractor shall be responsible for the cost of the joint seal.



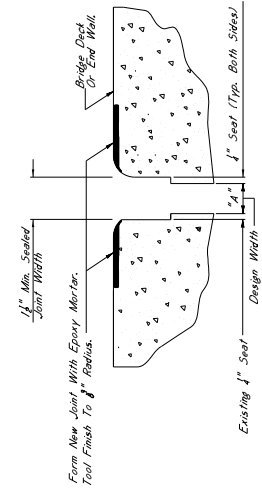
TYPICAL SECTION AT EXISTING JOINT

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



TYPICAL SECTION AT JOINT AFTER REMOVAL OF EXISTING SEAL AND SAWCUT

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



TYPICAL SECTION AT SAWCUT & JOINT REPAIR

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

NOTES ON ASSOCIATED ITEMS OF WORK:

907-808-4002 JOINT REPAIR
 Description: Shall include the work necessary to repair joints in preparation for the placement of new expansion material, as designed in the detail drawings provided. Epoxy mortar of existing silicone sealed, compression, and A.C. sealed joints materials will not be paid for directly and shall be considered as absorbed under this item of work. Removal of joint materials shall be included under this item of work. All other requirements shall be included under this item of work. All other requirements shall be included under this item of work. All other requirements shall be included under this item of work.

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

907-808-4003 JOINT REPAIR WITHOUT EPDM
 Description: Shall include the work necessary to repair joints in preparation for the placement of new expansion material, as designed in the detail drawings provided. Epoxy mortar materials will not be paid for directly and shall be considered as absorbed under this item of work. Removal of joint materials shall be included under this item of work. All other requirements shall be included under this item of work. All other requirements shall be included under this item of work. All other requirements shall be included under this item of work.

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

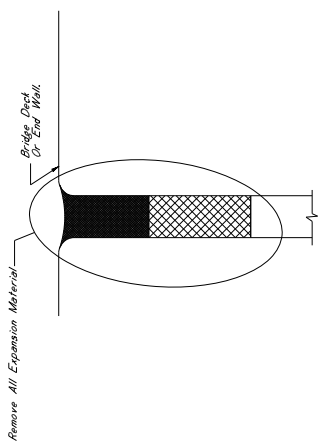
907-823-8001 SAW CUT, TYPE I & 907-823-8002 SAW CUT, TYPE II
 Description: The Saw Cut Depth Shall Be Equivalent To The Installation Depth Required By The Manufacturer's Specifications. The Saw Cut Type Shall Be The Same As The Performer Joint Seal Selection.
 Basis of Payment: The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Bridge Deck On Each Side Of The Centerline Joint. It Is The Contractor's Responsibility To Provide The Saw Cut With The Manufacturer's Recommendations.

907-823-4001 PREFORMED JOINT SEAL, TYPE I
907-823-4002 PREFORMED JOINT SEAL, TYPE II
 Description: Shall include the manufacturer's required joint preparation including sandblasting both sides of the joint and blowing the joint free of debris with compressed air and placement of the new preformed joint seal.
 Basis of Payment: The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Centerline Joint.

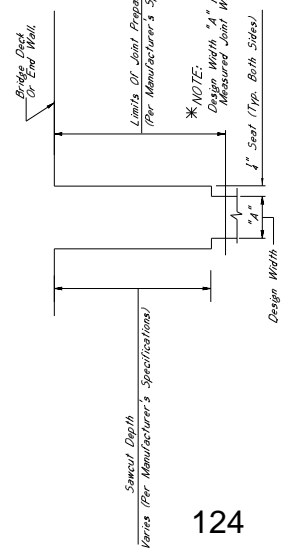
EPXY MORTAR AND POLYMER CONCRETE NOTES:

Either Epoxy Mortar Or Polymer Concrete May Be Used Provided The Manufacturer's Specifications Are Followed.

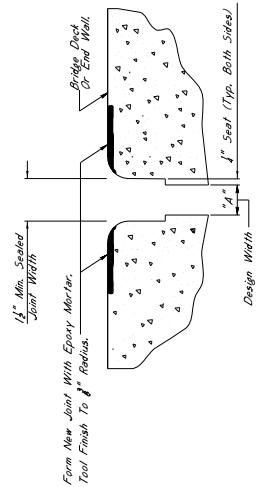
- GENERAL NOTES:**
1. Specifications: Mississippi Standard Specifications For Road And Bridge Construction, 2010 Edition.
 2. Approval: Approval Of The Director Of Structures, State Bridge Engineer, Minor Changes To Detail Or Design Or Construction Procedure May Be Authorized By The Bridge Engineer Provided Such Changes Do Not Affect The Safety Or Integrity Of The Structure. Work For Which No Pay Item Is Provided In The Proposal Will Not Be Paid For Directly And Shall Therefore Be Considered An Absorbed Item of Work.



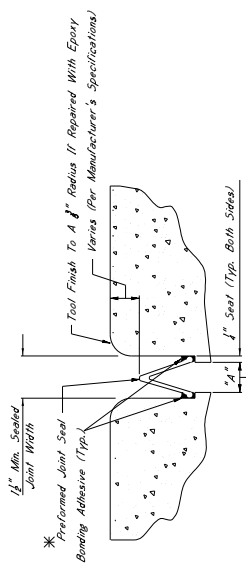
TYPICAL SECTION AT EXISTING JOINT
 Showing Existing Expansion Material To Be Removed And Replaced With Preformed Joint Seal



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



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

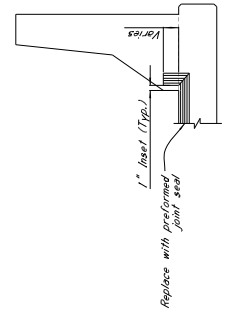


TYPICAL SECTION AT SAWCUT & SEALED JOINT
 Showing Sealed Joint After Sawcut And Repair With Epoxy Mortar

- *NOTES:**
1. The Preformed Joint Seal Shall Be One Of The Following, Installed According To The Manufacturer's Specifications:
 A. Silcolite Joint Sealing System
 www.silcolite.com
 B. Wicks SFS Joint System
 Manufactured By Wabson-Burman Acme Corporation In Amherst, NY
 www.wbcorp.com
 C. Silseal SSS Silicone Strip Seal
 Manufactured By SSI Commercial & Highway Construction Materials
 www.ssi.com

2. For Estimating Purposes, The RJ Watson Silcolite Joint Sealing System Works Responsibility To Ensure That The Manufacturer's Recommendations Are Followed For Joint Preparation, Installation Details And Widths, Adhesive Setting Times, And Cure Times. The Contractor Shall Be Responsible For Obtaining The Manufacturer's Representative Shall Be Present At The Time Joint Sealing Begins To Ensure That The Contractor Is Properly Trained In Installation Of The Joint Material.

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

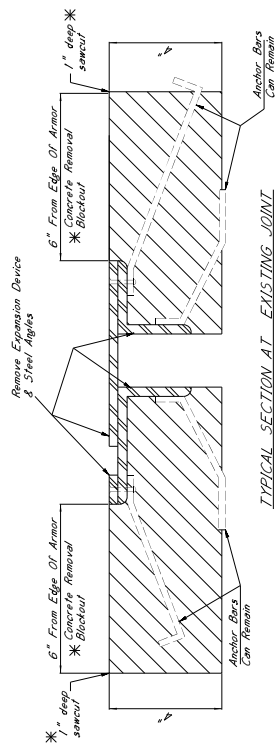


ELEVATION AT END OF SPAN

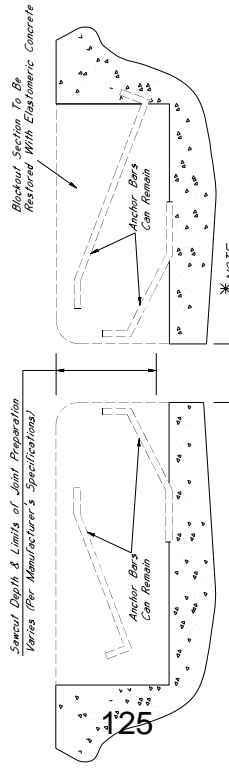
- *NOTES:**
- For Jersey Slope Barriers, The Minimum Required Vertical Joint Seal Dimension For Post And Beam Barriers, The Minimum Required Vertical Joint Seal Dimension Within The Barrier Is 6".

*** 1" SAWCUT NOTES:**
 All 1" Sawcuts Shall Be Considered An Absorbed Item of Work. The Contractor Shall Verify Depth of Reinforcing Steel Before Making Any Sawcuts. The Depth of The Reinforcing Steel Shall Be Repaired To The Satisfaction Of The Engineer At No Cost To The State.

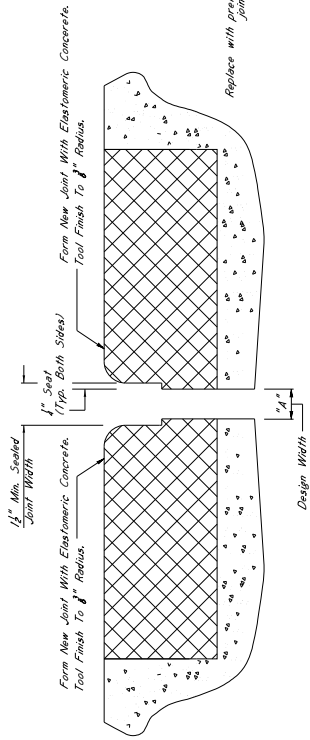
*** CONCRETE REMOVAL BLOCKOUT NOTES**
 Removal Of The Concrete Blockout Area Shall Be Considered An Absorbed Item Of Work Under Pay Item 202-B183. The Contractor Shall Use Hand Tools To Cut A Length Than 30" To Complete This Work.



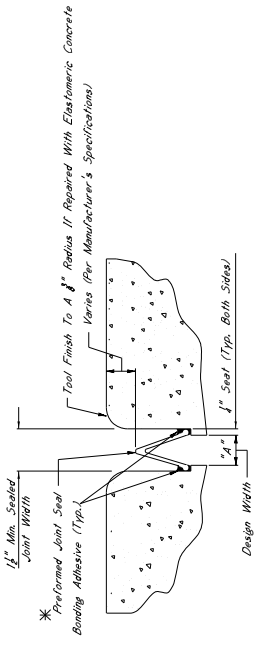
TYPICAL SECTION AT EXISTING JOINT
 Showing Existing Expansion Device To Be Removed And Replaced With Preformed Joint Seal



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



TYPICAL SECTION AT SAWCUT & JOINT REPAIR
 Showing Area Where Repairs Are Made After Sawcut With Elastomeric Concrete



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

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

- A. Silbicon Joint Seals System, Manufactured By R.J. Watson, Inc. In Alden, NY www.rjwatson.com
- B. Welo SFS Joint System, Manufactured By Watson Bowman Acme Corporation In Amherst, NY www.wbcorp.com
- C. Silbicon 555 Silicone Strip Seal, Manufactured By SSI Commercial & Highway Construction Materials www.ssi.com

2. For Existing Repairs, The R.J. Watson Silbicon Joint Seal System May Be Used In Lieu Of The Manufacturer's Recommendations. It Is The Contractor's Responsibility To Ensure That The Manufacturer's Recommendations Are Followed For All Applications. In All Cases, The Manufacturer's Recommendations Shall Be Followed. A Manufacturer Representative Shall Be Present At The Time Joint Sealing Begins To Ensure That The Contractor Is Properly Trained In Installation Of The Joint Sealant.

3. Joints Shall Be Sealed At Their Design Width. Dimension "A", Which Is Defined As Seal Applied On Both Sides Of The Joint, Preformed Joint Seal, Type I, Shall Be Used For Design Widths Less Than 2". For Design Widths Greater Than 2", Seal Type I Shall Be Used For Design Widths Up To 4". In Cases Where Design Widths Are Greater Than 4", Another Type Of Expansion Material Shall Be Required As Directed By The Director Of Structures. The Contractor Shall Be Responsible For The Selection Of Sealant Material To Ensure That The Sealant Is Appropriate For The Width Of The Joint.

*** NOTES:**
 For Any Signs, Barriers, The Minimum Required Vertical Joint Seal Dimension Within The Blockout Is 6". For Post And Beam Barriers, The Minimum Required Vertical Joint Seal Dimension Within The Barrier Is 6".

ELEVATION AT END OF SPAN

NOTES ON ASSOCIATED ITEMS OF WORK:
 202-B183 REMOVAL OF EXISTING JOINT MATERIAL

Description:
 Shall Include The Removal Of Material Associated With Armor, Sliding Plates and Meagings Provided. Removal As Designated In The Detail Drawings Provided. Removal Of The Concrete Blockout Area Shall Be Absorbed Under This Item Of Work. The Joint Seal System Shall Not Be Included Under This Item Of Work. The Contractor Shall Be Responsible For The Engineer's Removal of Joint Material And Any Trash And Debris (Including But Not Limited To Compacted Dirt, Vegetation And Trash) Located At Any Depth Within The Joint Shall Be Included Under This Item Of Work.

Basis Of Payment:
 Removal of Armor and Sliding Plate Joint Material Will Be Paid For In Linear Feet At The Contract Unit Price For The Linear Feet Along The Length Of The Centerline Of The Joint, While Removal Of Meagings Joint Material Will Only Be Paid For As The Length Along The Centerline Of The Joint.

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

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

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

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

Description:
 Shall Include The Manufacturer's Required Joint Preparation Including Sandblasting Both Sides Of The Joint And Blowing The Joint Clean. The Contractor Shall Compress Air And Placement Of The New Preformed Joint Seal.

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

ELASTOMERIC CONCRETE NOTES

907-824-9907 BRIDGE REPAIR ELASTOMERIC CONCRETE

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

- A. Poly-Ton Elastomeric Concrete, Manufactured By R.J. Watson, Inc. In Alden, NY www.rjwatson.com
- B. Welo-Con II, Manufactured By Watson Bowman Acme Corporation In Amherst, NY www.wbcorp.com
- C. Dabco Elastomeric Concrete, Manufactured By The G.S. Brown Company In North Baltimore, OH www.gsbrown.com

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

GENERAL NOTES:

1. Specifications: Mississippi Standard Specifications For Road And Bridge Construction, 2017.
2. No Change Of Plans Will Be Permitted Except By Written Approval Of The Director Of Structures, State Bridge Engineer.
3. The Contractor Shall Be Responsible For Obtaining All Necessary Permits. Any Changes May Be Authorized By The Bridge Engineer Provided Such Changes Will Not Be Cause For Contract Price Adjustment. Work For Which No Pay Item Is Provided In This Proposal Will Be Considered An Absorbed Item of Work.

NOTES ON ASSOCIATED ITEMS OF WORK:

202-8169 REMOVAL OF EXISTING JOINT MATERIAL

Description: Shall include the removal of material associated with armor, sliding plate, and neoprene expansion joints, as designated in the detail drawings provided. Removal of item of work. Blockout of other joint types shall not be included under this item of work unless otherwise directed by the Engineer. Removal of joint material and any trash, vegetation, and debris shall be included in any depth within the joint shall be included under this item of work.

Basis of Payment:

Removal of armor and sliding plate joint material will be paid for in linear feet at the contract unit price along the length of the bridge deck on each side of the material will only be paid for as the length along the centerline of the joint.

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

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

Basis of Payment:

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

907-823-4001 PREFORMED JOINT SEAL, TYPE I

907-823-4002 PREFORMED JOINT SEAL, TYPE II

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

Basis of Payment:

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

ELASTOMERIC CONCRETE REPAIR

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

- A. Poly-Ton Elastomeric Concrete
Manufactured by R.J. Watson, Inc. in Alden, NY
www.rjwatson.com
- B. Waka-Crete II
Manufactured by Watson Bowman Acme Corporation in Amherst, NY
www.wbcorp.com
- C. Dabcrete Elastomeric Concrete
Manufactured by The D.S. Brown Company in North Baltimore, OH
www.dsbrown.com

Basis of Payment:

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

GENERAL NOTES:

1. Specifications: Mississippi Standard Specifications For Road And Bridge Construction, 2017.
2. No change of items will be permitted except by written approval of the Engineer. All changes shall be made in accordance with the minimum changes to detail of design or construction procedure may be authorized by the bridge engineer provided such changes will not cause for contract price adjustment. Approval will not be paid for directly and shall therefore be considered an absorbed item of work.

*** CONCRETE REMOVAL BLOCKOUT NOTES**

Removal of the concrete blockout area shall be considered an absorbed item of work. The contractor shall use a hammer No. 10 or larger than 30 lbs to complete this work.

*** 1" SAWCUT NOTES:**

All 1" sawcuts shall be considered an absorbed item of work. The contractor shall use a hammer No. 10 or larger than 30 lbs to complete this work. The depth of the sawcut shall be no more than the depth of the reinforcing steel. The contractor shall be responsible for the sawcutting operation. The Engineer at no cost to the State.



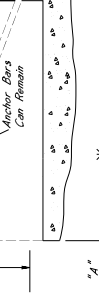
TYPICAL SECTION AT EXISTING JOINT

Showing Existing Existing Joints To Be Repaired And Replaced With Preformed Joint Seal



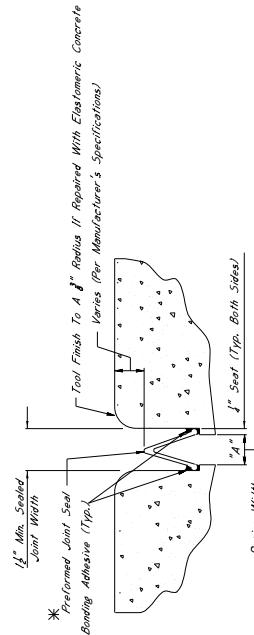
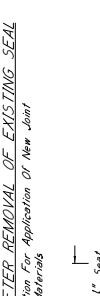
TYPICAL SECTION AT JOINT AFTER REMOVAL OF EXISTING SEAL

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



TYPICAL SECTION AT SAWCUT & JOINT REPAIR

Showing Area Where Repairs Are Made After Sawcut With Elastomeric Concrete



TYPICAL SECTION AT SAWCUT & SEALED JOINT

Showing Sawcut About 1/2\"/>

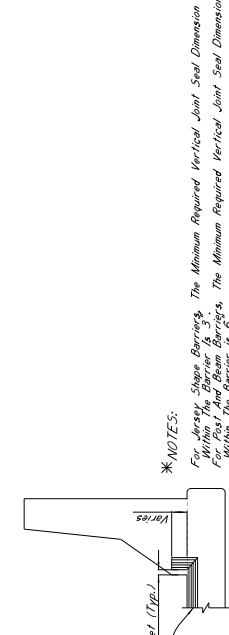
*** NOTES:**

1. The preformed joint seal shall be one of the following, installed according to the manufacturer's specifications:

- A. Silcoflex Joint Sealing System
Manufactured by R.J. Watson, Inc. in Alden, NY
www.rjwatson.com
- B. Waka-SFS Joint System
Manufactured by Watson Bowman Acme Corporation in Amherst, NY
www.wbcorp.com
- C. Silsecc 555 Silicone Strip Seal
Manufactured by SSI Commercial & Highway Construction Materials
www.ssi.com

2. For estimating purposes, the R.J. Watson Silcoflex Joint Sealing System was selected. However, should another supplier be chosen, it is the contractor's responsibility to ensure that the joint preparation, installation depths and widths, adhesive setting times, and any other variances between the specifications provided by the manufacturer, are properly addressed to ensure that the contractor is properly schooled in installation of the joint material.

3. Joints shall be sealed at their design widths, dimension 'A', which is defined as the actual width of the joint opening. This width does not account for the sealant. The sealant shall be applied to the joint opening. The sealant shall be used for design widths greater than or equal to 2" with the maximum design width of 6". The sealant shall be applied to the joint opening. The sealant shall be applied to the joint opening. The sealant shall be applied to the joint opening.

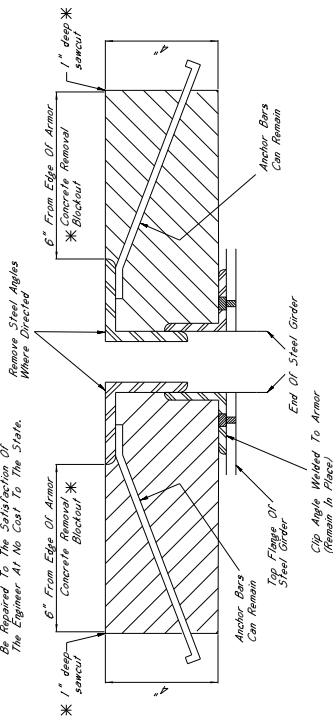


ELEVATION AT END OF SPAN

For Jersey Slab Barriers, The Minimum Required Vertical Joint Seal Dimension Will Be 6\"/>

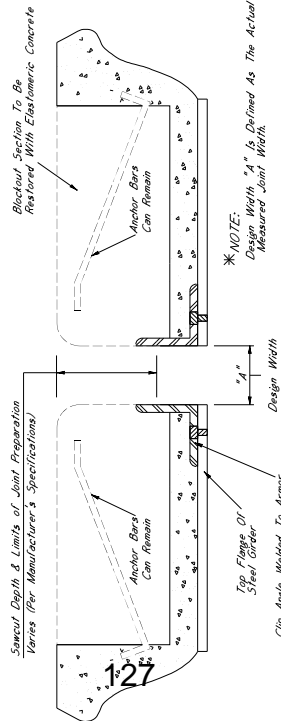
*** 1" SAWCUT NOTES:**

All 1" Sawcuts Shall Be Considered An Absorbed Item of Work. The Contractor Shall Verify Depth of Reinforcing Steel Prior to Sawcutting. The Depth of Sawcutting Shall Be No More Than The Depth of The Reinforcing Steel. Any Damage To Reinforcing Steel Shall Be Repaired To The Satisfaction Of The Engineer At No Cost To The State.



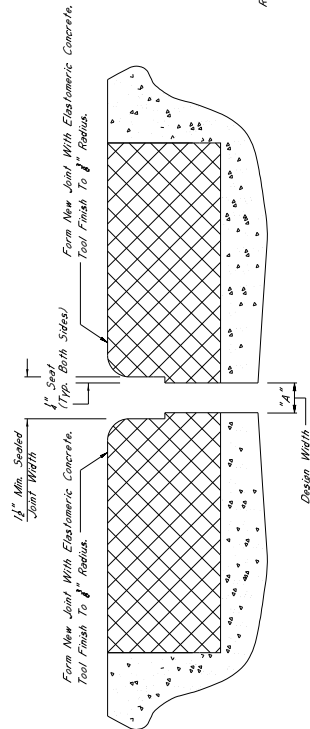
TYPICAL SECTION AT EXISTING JOINT

Showing Existing Existing Conditions To Be Repaired And Replaced With Preformed Joint Seal



TYPICAL SECTION AT JOINT AFTER REMOVAL OF EXISTING SEAL

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

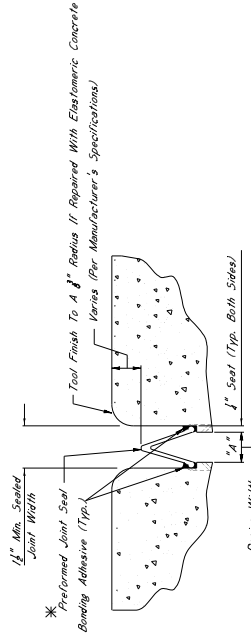


TYPICAL SECTION AT SAWCUT & JOINT REPAIR

Showing Area Where Repairs Are Made After Sawcut With Elastomeric Concrete

*** CONCRETE REMOVAL BLOCKOUT NOTES**

Removal Of The Concrete Blockout Area Shall Be Considered An Absorbed Item Of Work Under Item 202-8169. The Contractor Shall Remove All Material To A Depth Of 30 Lbs To Complete This Work.



TYPICAL SECTION AT SAWCUT & SEALED JOINT

Showing Sealed Joint After Sawcut And Repair With Elastomeric Concrete

*** NOTES:**

- The Preformed Joint Seal Shall Be One Of The Following, Installed According To The Manufacturer's Specifications:
 - Silcoflex Joint Sealing System Manufactured By R.J. Watson, Inc. In Alden, NY www.rjwatson.com
 - Wale SP3 Joint System Manufactured By Watson Bowman Acme Corporation In Amherst, NY www.watson-bowman.com
 - Slipco 355 Silicone Strip Seal Manufactured By SSI Commercial & Highway Construction Materials www.ssi.com
- For Estimating Purposes, The R.J. Watson Silicone Joint Sealing System Was Selected. However, Should Another Supplier Be Chosen, It Is The Contractor's Responsibility To Ensure That The Manufacturer's Recommendations Are Followed. Any Other Variance Between The Specifications Provided By The Manufacturer, A Manufacturer Representative, Shall Be Present At The Time Joint Sealing Begins. Material That The Contractor Is Properly Sealed In Installation Of The Joint.
- Joints Shall Be Sealed At Their Design Widths, Dimension "A", Which Is Defined As The Actual Width Of The Joint Opening. This Width Does Not Account For The Seal Required On Both Sides Of The Joint. Preformed Joint Seal, Voids Shall Be Sealed On Both Sides Of The Joint. For Sealant Application, The Sealant Shall Be Applied For Design Widths Greater Than Or Equal To 2" With The Maximum Design Width Being 24". In Cases Where Design Widths Are Greater Than 24", Another Type Of Sealant Shall Be Selected. The Contractor Shall Be Responsible For The Selection Of Sealant. The Contractor's Responsibility To Ensure That The Size Selected Is Appropriate For The Width Of The Joint.

*** NOTES:**

For Heavy Slope Embankments, The Minimum Required Vertical Joint Seal Dimension Within The Slope Shall Be 6". For Foot And Beam Barriers, The Minimum Required Vertical Joint Seal Dimension Within The Barrier Is 6".

NOTES ON ASSOCIATED ITEMS OF WORK:

202-8169 REMOVAL OF EXISTING JOINT MATERIAL

Description:

Shall Include The Removal Of Material Associated With Armor, Sliding Plates, And Neoprene Expansion Joints, As Well As The Existing Concrete Blockout Area. The Concrete Blockout Area Shall Be Absorbed Under This Item Of Work. Other Joint Types Shall Not Be Included Under This Item Of Work Unless Otherwise Directed By The Engineer. The Contractor Shall Be Responsible For All Vegetation And Trash Located At Any Depth Within The Joint Shall Be Included Under This Item Of Work.

Basis Of Payment:

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

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

Description:

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

Basis Of Payment:

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

907-823-4001 PREFORMED JOINT SEAL, TYPE I

Description:

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

Basis Of Payment:

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

ELASTOMERIC CONCRETE NOTES

907-824-9907 BRIDGE REPAIR ELASTOMERIC CONCRETE

Description:

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

- Poly-Top Elastomeric Concrete Manufactured By R.J. Watson, Inc. In Alden, NY www.rjwatson.com
- Wale-Crete II Manufactured By Watson Bowman Acme Corporation In Amherst, NY www.watson-bowman.com
- Decorative Elastomeric Concrete Manufactured By The U.S. Green Company In North Baltimore, OH www.usgreen.com

Basis Of Payment:

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

GENERAL NOTES:

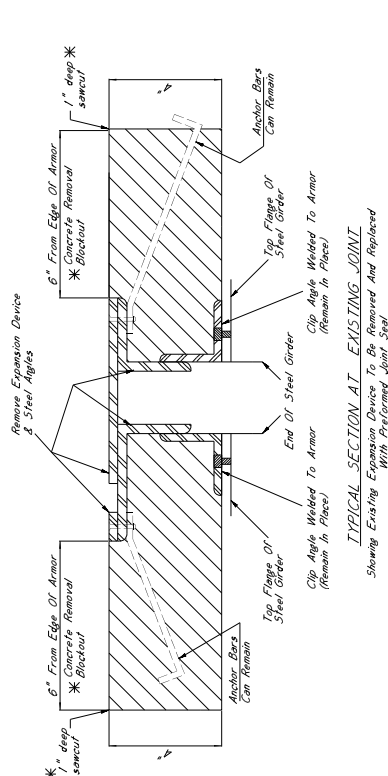
- Specifications: Massachusetts Standard Specifications For Road And Bridge Construction, 2017.
- No Change Of Plans Will Be Permitted Except By Written Approval Of The Director Of Structures, State Bridge Engineer.
- Work For Which No Pay Item Is Provided In The Proposal Will Not Be Authorized By The Bridge Engineer. Proposed Such Changes Will Not Be Cause For Contract Price Adjustment.

*** 1" SAWCUT NOTES:**

1. All 1" sawcuts shall be considered in accordance with the following notes. Absorbed Items of Work shall be considered in Absorbed Items of Work Under Pay Item 202-9169. The Contractor shall use a Hammer No. Larger Than 30 Lbs. To Complete This Work.

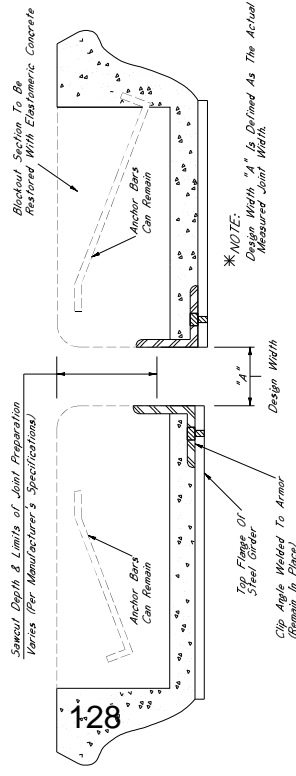
*** CONCRETE REMOVAL BLOCKOUT NOTES**

1. All 1" sawcuts shall be considered in accordance with the following notes. Absorbed Items of Work shall be considered in Absorbed Items of Work Under Pay Item 202-9169. The Contractor shall use a Hammer No. Larger Than 30 Lbs. To Complete This Work.



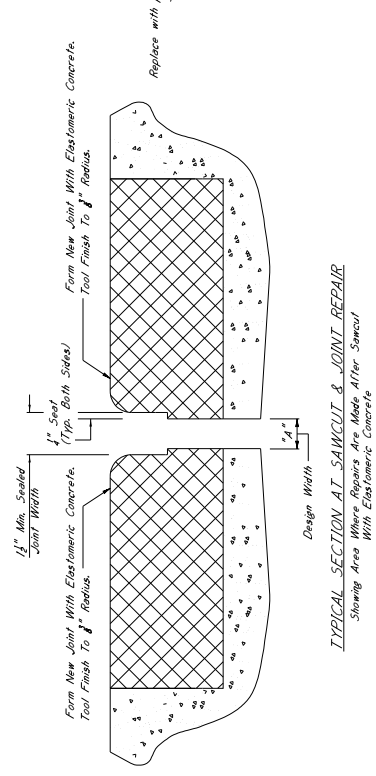
TYPICAL SECTION AT EXISTING JOINT

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



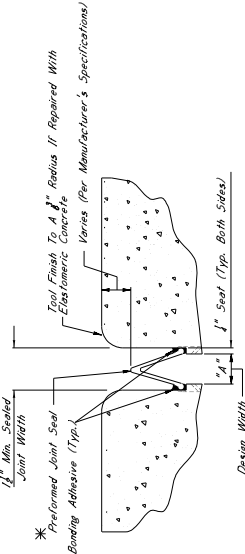
TYPICAL SECTION AT JOINT AFTER REMOVAL OF EXISTING SEAL

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



TYPICAL SECTION AT SAWCUT & JOINT REPAIR

Showing Area Where Repairs Are Made After Sawcut



TYPICAL SECTION AT SAWCUT & SEALED JOINT

Showing Sealed Joint After Sawcut And Repair With Elastomeric Concrete

*** NOTES:**

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

- A. Silcoflex Joint Sealing System Manufactured By Watson Bowman Acme Corporation In Amherst, NY www.watson.com
- B. Welo SPS Joint System Manufactured By Watson Bowman Acme Corporation In Amherst, NY www.watson.com
- C. Silagoc SSS Silicone Strip Seal Manufactured By SSI Commercial & Highway Construction Materials www.ssi.com

2. For Estimating Purposes, The R.J. Watson Silcoflex Joint Sealing System Was Used For Joint Preparation, Installation, Sealing, And Finishing. The Manufacturer's Recommendations Are Followed For Joint Preparation, Installation, Sealing, And Finishing. The Contractor Shall Be Responsible For Ensuring That The Manufacturer's Recommendations Are Followed. A Manufacturer Representative Shall Be Present At The Time Joint Sealing Begins To Ensure That The Contractor Is Properly Schooled In Installation Of The Joint Material.

3. Joints Shall Be Sealed At Their Design Widths, Dimension "A", Which Is Defined As Seal Prepared On Both Sides Of The Joint. The Preformed Joint Seal Type I Shall Be Used For Design Widths Less Than 2". Preformed Joint Seal Type II Shall Be Used For Design Widths Greater Than 2". Design Widths Are Greater Than Design Widths. In Cases Where Design Widths Are Greater Than Design Widths, Sealant Expansion Material Shall Be Required As Directed By The Director Of Structures. Sealant Expansion Material Is The Contractor's Responsibility To Ensure That The Size Selected Is Appropriate For The Width Of The Joint.

*** NOTES:**

1. For Curved, Slope Barriers, The Minimum Required Vertical Joint Seal Dimension For Post And Beam Barriers, The Minimum Required Vertical Joint Seal Dimension Within The Barrier Is 6".

ELEVATION AT END OF SPAN

NOTES ON ASSOCIATED ITEMS OF WORK:

202-9169 REMOVAL OF EXISTING JOINT MATERIAL

Description: Shall Include The Removal Of Material Associated With Armor, Sliding Plate, And Negreene Expansion Joints, As Designated In The Detail Drawings Provided. Removal Of Material From The Joint Shall Be Done In A Manner That Will Allow Other Joint Types Should Not Be Installed Under This Item Of Work Unless Otherwise Directed By The Engineer. Removal Of Joint Material And Any Trash, Vegetation, And Debris Shall Be Located At Any Depth Within The Joint Shall Be Included Under This Item Of Work.

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

907-823-0001 SAW CUT, TYPE I & 907-823-0002 SAW CUT, TYPE II

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

Basis Of Payment: The Accepted Quantities Will Be Paid For In Linear Feet At Each Side Of The Centerline Joint.

907-823-0001 REFORMED JOINT SEAL, TYPE I

Description: Shall Include The Manufacturer's Required Joint Preparation From The Deck With Compressed Air And Placement Of The New Preformed Joint Seal

Basis Of Payment: The Accepted Quantities Will Be Paid For In Linear Feet At Each Side Of The Centerline Joint.

907-823-0002 REFORMED JOINT SEAL, TYPE II

Description: Shall Include The Manufacturer's Required Joint Preparation From The Deck With Compressed Air And Placement Of The New Preformed Joint Seal

Basis Of Payment: The Accepted Quantities Will Be Paid For In Linear Feet At Each Side Of The Centerline Joint.

ELASTOMERIC CONCRETE NOTES

907-824-0007 BRIDGE REPAIR, ELASTOMERIC CONCRETE

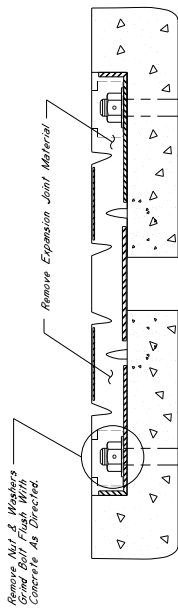
Description: Elastomeric Concrete Shall Be One Of The Following Products, Installed According To The Manufacturer's Specifications:

- A. Poly-Ton Elastomeric Concrete Manufactured By P.C.I. Watson, Inc. In Alden, NY www.pciwatson.com
- B. WeloCrete II By Watson Bowman Acme Corporation In Amherst, NY www.watcorp.com
- C. Dytcrete Elastomeric Concrete Manufactured By The U.S. Brum Company In North Bellmills, OH www.usbrum.com

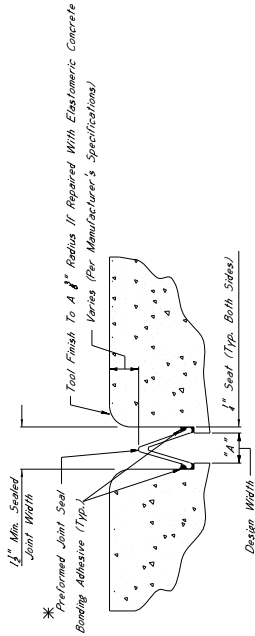
Basis Of Payment: The Accepted Quantities Will Be Paid For In Cubic Yards At The Contract Unit Price.

GENERAL NOTES:

1. Specifications: Massachusetts Standard Specifications For Road And Bridge Construction, 2017.
2. No Change Of Plans Will Be Permitted Except By Written Approval Of The Director Of Structures, State Bridge Engineer. Any Change In Plans Shall Be Made In Accordance With The Specifications. The Contractor Shall Be Responsible For Obtaining All Necessary Permits. The Contractor Shall Be Responsible For Obtaining All Necessary Permits. The Contractor Shall Be Responsible For Obtaining All Necessary Permits.
3. Work For Which No Pay Item Is Provided In The Proposal Will Be Considered An Absorbed Item Of Work.



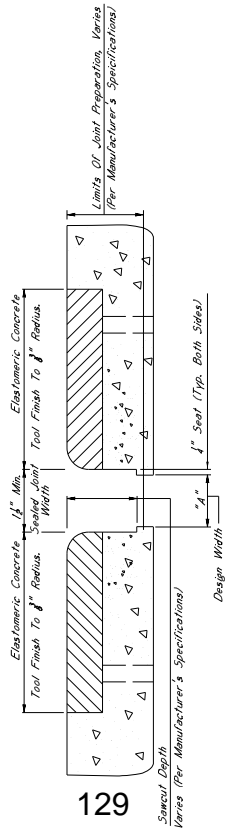
TYPICAL SECTION AT EXISTING JOINT
Showing Existing Expansion Device To Be Removed and Replaced With Preformed Joint Seal



TYPICAL SECTION AT SAWCUT & SEALED JOINT
Showing Sawcut Joint After Sawcut and Repair With Elastomeric Concrete

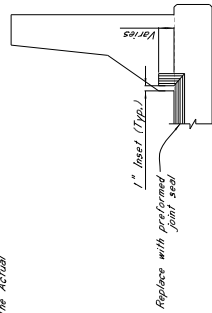
*NOTES:

- The Preformed Joint Seal Shall Be One Of The Following, Installed According To The Manufacturer's Specifications:
 - SilicoFlex Joint Sealing System Manufactured By R.J. Watson, Inc. In Aloha, NY www.rjwatson.com
 - Wells 395 Joint Sealing System Manufactured By Watson Bowman Acme Corporation In Amherst, NY www.wbcorp.com
 - Siligap SSS Silicone Strip Seal Manufactured By SSI Commercial & Highway Construction Materials www.ssi.com
- For Estimating Purposes, The R.J. Watson SilicoFlex Joint Sealing System Was Selected. However, Should Another Supplier Be Chosen, It Is The Contractor's Responsibility To Verify That The Selected System Meets The Performance Requirements For Joint Preparation, Installation Details And Methods, Adhesive Setting Times, And Any Other Parameters Between The Specifications Provided By The Manufacturer, To Ensure That The Contractor Is Properly Sourced In Installation Of The Joint Material.
- Joints Shall Be Sealed At Their Design Widths, Dimension "A", Which Is Defined As The Actual Width Of The Joint Opening. This Width Does Not Account For The Expansion Of The Sealant Material. The Sealant Material Shall Be Applied To The Joint For Design Widths Greater Than Or Equal To 2". With The Minimum Design Width Of Expansion Material Shall Be Provided As Directed By The Director Of Structures, State Bridge Engineer. It Is The Contractor's Responsibility To Ensure That The Size Selected Is Appropriate For The Width Of The Joint.



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

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



ELEVATION AT END OF SPAN

*NOTES:

- For Jersey Shape Barriers, The Minimum Required Vertical Joint Seal Dimension Will Be 1.5" Above The Barrier.
- For Jersey Shape Barriers, The Minimum Required Vertical Joint Seal Dimension Will Be 1.5" Above The Barrier.
- For Jersey Shape Barriers, The Minimum Required Vertical Joint Seal Dimension Will Be 1.5" Above The Barrier.

NOTES ON ASSOCIATED ITEMS OF WORK:

202-0169 REMOVAL OF EXISTING JOINT MATERIAL
Description:
Shall Include The Removal Of Material Associated With Armor, Siding Plugs, And Nonpre-Expansion Joints, As Designated In The Detail Drawings Provided. Other Work Unless Otherwise Directed By The Engineer, (Including But Not Limited To, Compacted Dirt, Gravel, And Debris) Shall Be Included Under This Item Of Work.

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

907-823-8001 SAW CUT, TYPE I & 907-823-8002 SAW CUT, TYPE II
Description:
The Saw Cut Depth Shall Be Equivalent To The Installation Depth Required By The Manufacturer's Specifications. The Saw Cut Type Shall Be The Same As The Preformed Joint Seal Selected.

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

907-823-4001 PREFORMED JOINT SEAL, TYPE I
907-823-4002 PREFORMED JOINT SEAL, TYPE II
Description:
Shall Include The Manufacturer's Required Joint Preparation Including Sandblasting Both Sides Of The Joint And Blowing The Joint Free Of Debris With Compressed Air And Placement Of The New Preformed Joint Seal

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

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ELASTOMERIC CONCRETE NOTES

907-824-0007 BRIDGE REPAIR ELASTOMERIC CONCRETE
Description:
Elastomeric Concrete Shall Be One Of The Following Products, Installed According To The Manufacturer's Specifications.

- Fly-Ton Elastomeric Concrete Manufactured By Fly-Ton, R.L. Watson, Inc. In Aloha, NY www.flyton.com
- WellsCrete II Manufactured By Watson Bowman Acme Corporation In Amherst, NY www.wbcorp.com
- Delcrete Elastomeric Concrete Manufactured By The D.S. Brown Company In North Baltimore, OH www.dsbrown.com

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

GENERAL NOTES:

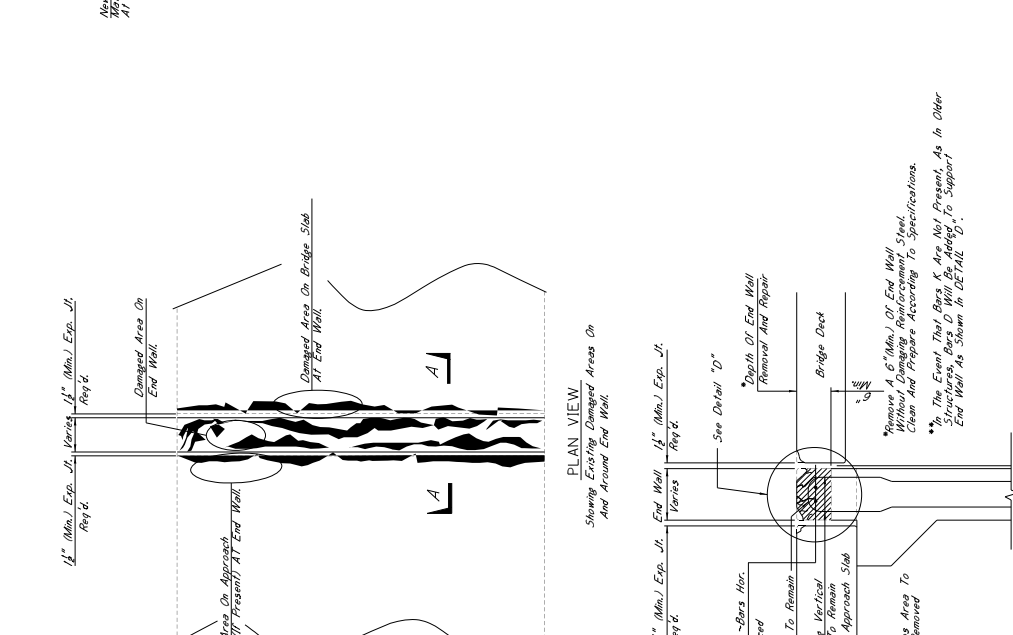
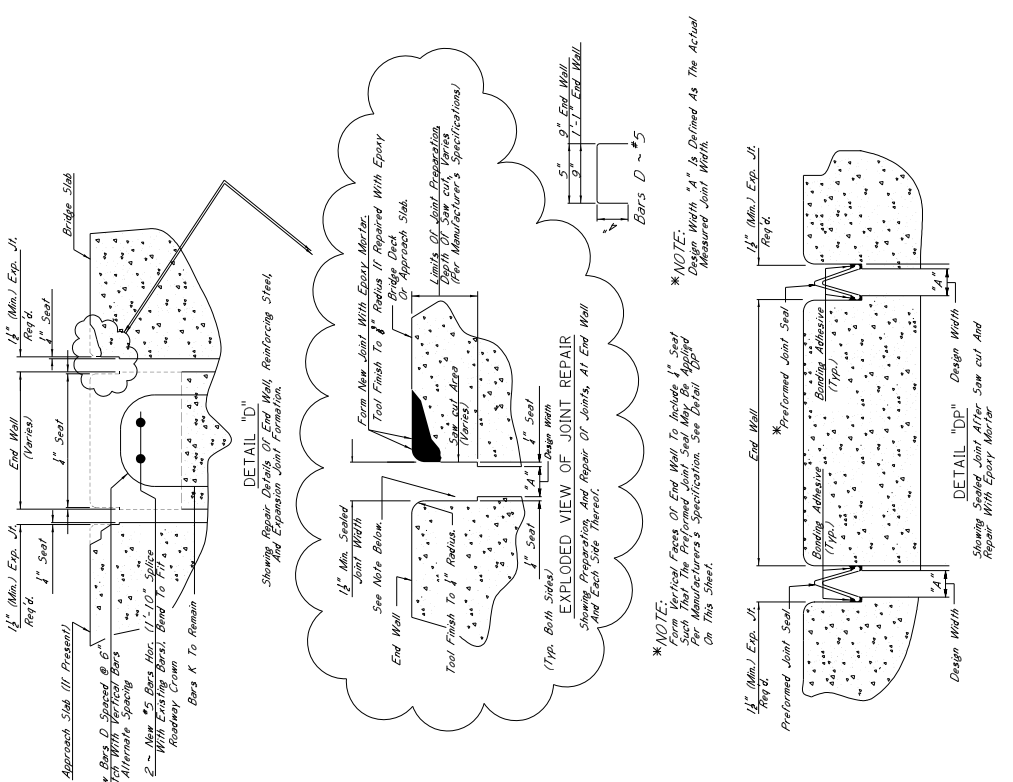
- See Wisconsin Masterlist Standard Specifications For Road And Bridge Construction 2017.
- No Change Of Plans Will Be Permitted Except By Written Approval Of The Director Of Structures, State Bridge Engineer. Any Changes To Detail Drawings, Construction Procedures, Materials, Or Methods Must Be Approved In Writing. Changes Will Not Be Cause For Contract Price Adjustment. Work For Which No Pay Item Is Provided In The Proposal Will Not Be Paid For Directly And Shall Therefore Be Considered An Absorbed Item Of Work.

S.P. No. 907-823-7 -- Cont'd.

NOTES ON ASSOCIATED ITEMS OF WORK:

- 907-824-PP008 BRIDGE REPAIR, ENDWALL REPAIR**
- Description:** Shall include the Work Necessary To Remove And Replace The Damaged Concrete On The End Wall Of The Bridge Deck, To Remove The Damaged Concrete Limiting The Repair To The Damaged Section, The Specified Depth Of Endwall Shall Be Removed Along The Entire Width Of The Bridge Deck.
- Basis of Payment:** The Associated Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Width Of The Bridge Deck.
- Damage Caused To Other Elements Of The Structure Or Roadway While Completing Work Of Work Shall Be Repaired By The Contractor At No Cost To The Department.**
- Prior To Placing New Concrete, All Concrete Surfaces That Will Be In Contact With The New Concrete Shall Be Painted With An Approved Epoxy Primer Designed To Bond New Concrete To Old.**
- New Concrete Shall Be High Early Strength Bridge Concrete, As Follows:**
- The concrete mixture design shall be furnished by the Contractor for approval by the materials Division. Mixture design parameters are as follows:
- Required Strength: 5000 psi
 Maximum Slump: 6 inches
- Non-chloride based accelerator may be used if the ambient temperature is 50°F or less, but shall not be used if the ambient temperature is greater than 50°F. Synthetic structural fibers shall be used. The Contractor shall select a manufacturer from ADOT's Approved Products List, and the manufacturer's recommendations shall be followed for the dosage rate.
- Curing to be continuous until 2500 psi is attained. Traffic is to be diverted from the repair area until this value is reached. The Contractor may use the Ministry of Transportation 207 subject to the contractor's approval. However, final acceptance of the in-place concrete shall be determined using eight concrete test cylinders, which shall be cured in a container next to the concrete placement. Two cylinders are to be tested at 8, 16, and 24-hour intervals. The remaining cylinders shall be used to determine the 28-day compressive strength of the concrete.
- The Removal Of Existing Expansion Material May Require Any Number Of Vite Pay Corresponding Joint Repair Detail Sheet For Additional Details On The Associated Items Of Work.

- GENERAL NOTES:**
1. No Change Of Plans Will Be Permitted Except By Writing. Approval Changes To Detail Of Design Construction May Be Authorized By The Bridge Engineer Provided Such Changes Will Not Be Cause For Contract Price Adjustment. Payment Will Not Be Paid For Directly And Shall Therefore Be Considered An Absorbed Item Of Work.
 2. And Bridge Construction 2017.
 - 3.



- *NOTE:**
1. The Preformed Joint Seal Shall Be One Of The Following, Installed According To The Manufacturer's Specifications:
 - A. Silcaflex Joint Sealing System manufactured by R.J. Wilson, Inc. www.rjwilson.com
 - B. Wicks SSS Joint Sealer manufactured by Wicks-Bowman Acme Corporation www.wicksorp.com
 - C. Slogoc SSS Silicone Strip Seal manufactured by SSI Commercial & Highway Construction Materials www.ssi.com
 2. For Estimating Purposes, The R.J. Wilson Silcaflex Joint Sealing System Was Used For Joint Preparation, Installation Details, And Widths, Adhesive, Sealing Times, And Manufacturer Representative Shall Be Present At The Time Joint Sealing Begins To Ensure That The Contractor Is Properly Trained In Installation Of The Joint Material.
 3. Joints Shall Be Sealed At Their Design Widths, Dimension "A", Which Is Defined As: Seal Applied On Both Sides Of The Preformed Joint Seal. Seal To Be Used For Design Widths Less Than 2" - Preformed Joint Seal To Be Used For Design Widths Greater Than 2" - Seal To Be Applied On Both Sides Of The Preformed Joint Seal To Be Used For Design Widths Greater Than 2". The Contractor Shall Be Responsible For Ensuring That The Sealant Is Applied To The Full Width Of The Joint. Sealant Elements Shall Be Applied As Directed By The Contractor To Ensure That The Sealant Is Applied To The Full Width Of The Joint.

SECTION 905 - PROPOSAL

Date _____

Mississippi Transportation Commission
Jackson, Mississippi

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 905 -- PROPOSAL (CONTINUED)

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

Respectfully Submitted,

DATE _____

Contractor

BY _____
Signature

TITLE _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE _____

FAX _____

E-MAIL _____

(To be filled in if a corporation)

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

| | |
|--------------------|------------------|
| _____ President | _____ Address |
| _____ Secretary | _____ Address |
| _____ Treasurer | _____ Address |

The following is my (our) itemized proposal.

Bridge Replacement on SR 35 over Big Sand Creek (Bridge No. 198.6), known as Federal Aid Project No. STBG-0041-02(022) / 106980301 in Carroll County.

| Line no. | Item Code | Adj Code | Quantity | Units | Description[Fixed Unit Price] |
|----------------------|-----------|----------|----------|-----------------|---|
| Roadway Items | | | | | |
| 0010 | 201-A001 | | 1 | Lump Sum | Clearing and Grubbing |
| 0020 | 201-B001 | | 1 | Acre | Clearing and Grubbing |
| 0030 | 202-A001 | | 1 | Lump Sum | Removal of Obstructions |
| 0040 | 202-B007 | | 2,365 | Square Yard | Removal of Asphalt Pavement, All Depths |
| 0050 | 202-B080 | | 12 | Square Yard | Removal of Concrete Sidewalk |
| 0060 | 202-B088 | | 33 | Linear Feet | Removal of Curb & Gutter, All Types |
| 0070 | 202-B158 | | 555 | Linear Feet | Removal of Guard Rail, Including Rails, Posts and Terminal Ends |
| 0080 | 202-B191 | | 138 | Linear Feet | Removal of Pipe, 8" And Above |
| 0090 | 202-B240 | | 876 | Linear Feet | Removal of Traffic Stripe |
| 0100 | 203-A001 | (E) | 1,366 | Cubic Yard | Unclassified Excavation, FM, AH |
| 0110 | 203-EX020 | (E) | 25,145 | Cubic Yard | Borrow Excavation, AH, FME, Class B9 |
| 0120 | 203-G001 | (E) | 10,197 | Cubic Yard | Excess Excavation, FM, AH |
| 0130 | 206-A001 | (S) | 60 | Cubic Yard | Structure Excavation |
| 0140 | 209-A005 | | 1,185 | Square Yard | Geotextile Stabilization, Type V, Non-Woven |
| 0150 | 213-C001 | | 2 | Ton | Superphosphate |
| 0160 | 216-A001 | | 129 | Square Yard | Solid Sodding |
| 0170 | 219-A001 | | 3 | Thousand Gallon | Watering (\$20.00) |
| 0180 | 220-A001 | | 2 | Acre | Insect Pest Control (\$30.00) |
| 0190 | 221-A001 | (S) | 2 | Cubic Yard | Concrete Paved Ditch |
| 0200 | 223-A001 | | 6 | Acre | Mowing (\$50.00) |
| 0210 | 225-A001 | | 3 | Acre | Grassing |
| 0220 | 225-B001 | | 6 | Ton | Agricultural Limestone |
| 0230 | 225-C001 | | 4 | Ton | Mulch, Vegetative Mulch |
| 0240 | 226-A001 | | 3 | Acre | Temporary Grassing |
| 0250 | 237-A002 | | 2,400 | Linear Feet | Wattles, 20" |
| 0260 | 245-A001 | | 50 | Linear Feet | Silt Dike |
| 0270 | 246-B001 | | 100 | Each | Rockbags |
| 0280 | 249-A001 | | 10 | Ton | Riprap for Erosion Control |
| 0290 | 249-B001 | | 5 | Cubic Yard | Remove and Reset Riprap |
| 0300 | 304-B002 | (GT) | 2,100 | Ton | Granular Material, Class 3, Group D |
| 0310 | 403-A002 | (BA1) | 127 | Ton | 12.5-mm, MT, Asphalt Pavement |
| 0320 | 403-A006 | (BA1) | 502 | Ton | 19-mm, ST, Asphalt Pavement |
| 0330 | 403-A014 | (BA1) | 356 | Ton | 9.5-mm, MT, Asphalt Pavement |
| 0340 | 403-A015 | (BA1) | 146 | Ton | 9.5-mm, ST, Asphalt Pavement |
| 0350 | 403-C003 | (BA1) | 57 | Ton | 19-mm, ST, Asphalt Pavement, Trench Widening |

| Line no. | Item Code | Adj Code | Quantity | Units | Description Fixed Unit Price |
|----------|------------|----------|----------|-------------|--|
| 0360 | 406-D001 | | 2,242 | Square Yard | Fine Milling of Bituminous Pavement, All Depths |
| 0370 | 407-A001 | (A2) | 477 | Gallon | Asphalt for Tack Coat |
| 0380 | 408-A001 | (A3) | 680 | Gallon | Asphalt for Prime Coat, Cut-Back MC-70 |
| 0390 | 413-E001 | | 103 | Linear Feet | Sawing and Sealing Transverse Joints in Asphalt Pavement |
| 0400 | 502-A001 | (C) | 221 | Square Yard | Reinforced Cement Concrete Bridge End Pavement |
| 0410 | 503-C010 | | 538 | Linear Feet | Saw Cut, Full Depth |
| 0420 | 601-B001 | (S) | 1 | Cubic Yard | Class "B" Structural Concrete, Minor Structures |
| 0430 | 603-ALT006 | (S) | 48 | Linear Feet | 24" Type A Alternate Pipe |
| 0440 | 603-CA011 | (S) | 136 | Linear Feet | 18" Reinforced Concrete Pipe, Class III |
| 0450 | 603-CA026 | (S) | 88 | Linear Feet | 24" Reinforced Concrete Pipe, Class III |
| 0460 | 603-CB003 | (S) | 2 | Each | 18" Reinforced Concrete End Section |
| 0470 | 603-CB004 | (S) | 2 | Each | 24" Reinforced Concrete End Section |
| 0480 | 605-AA001 | (S) | 60 | Square Yard | Geotextile for Subsurface Drainage, Type III |
| 0490 | 605-O002 | (S) | 107 | Linear Feet | 4" Perforated Sewer Pipe for Underdrains, SDR 23.5 |
| 0500 | 605-P002 | (S) | 12 | Linear Feet | 4" Non-perforated Sewer Pipe for Underdrains, SDR 23.5 |
| 0510 | 605-W001 | (GY) | 4 | Cubic Yard | Filter Material for Combination Storm Drain and/or Underdrains, Type A, FM |
| 0520 | 606-B001 | | 88 | Linear Feet | Guard Rail, Class A, Type 1 |
| 0530 | 606-D022 | | 2 | Each | Guard Rail, Bridge End Section, Type 1 |
| 0540 | 606-E005 | | 3 | Each | Guard Rail, Terminal End Section, Flared |
| 0550 | 606-E007 | | 2 | Each | Guard Rail, Terminal End Section, Non-Flared |
| 0560 | 608-A001 | (S) | 275 | Square Yard | Concrete Sidewalk, Without Reinforcement |
| 0570 | 617-A001 | | 14 | Each | Right-of-Way Marker |
| 0580 | 617-B001 | | 2 | Each | Permanent Easement Marker |
| 0590 | 618-A001 | | 1 | Lump Sum | Maintenance of Traffic |
| 0600 | 618-C001 | | 1 | Lump Sum | Construction and Removal of Detour Bridge |
| 0610 | 618-E001 | | 3,060 | Linear Feet | Detour Bridge Piling |
| 0620 | 618-F001 | | 1 | Lump Sum | Detour Bridge PDA Test Pile |
| 0630 | 619-A1002 | | 6,867 | Linear Feet | Temporary Traffic Stripe, Continuous White |
| 0640 | 619-A1005 | | 1,600 | Linear Feet | Temporary Traffic Stripe, Continuous White, Type 1 Tape |
| 0650 | 619-A2002 | | 6,771 | Linear Feet | Temporary Traffic Stripe, Continuous Yellow |
| 0660 | 619-A2006 | | 1,600 | Linear Feet | Temporary Traffic Stripe, Continuous Yellow, Type 1 Tape |
| 0670 | 619-A5001 | | 100 | Linear Feet | Temporary Traffic Stripe, Detail |
| 0680 | 619-A6002 | | 72 | Linear Feet | Temporary Traffic Stripe, Legend |
| 0690 | 619-D1001 | | 40 | Square Feet | Standard Roadside Construction Signs, Less than 10 Square Feet |
| 0700 | 619-D2001 | | 468 | Square Feet | Standard Roadside Construction Signs, 10 Square Feet or More |
| 0710 | 619-F1001 | | 190 | Linear Feet | Concrete Median Barrier, Precast |
| 0720 | 619-G4001 | | 24 | Linear Feet | Barricades, Type III, Double Faced |
| 0730 | 619-G4005 | | 144 | Linear Feet | Barricades, Type III, Single Faced |

| Line no. | Item Code | Adj Code | Quantity | Units | Description | Fixed Unit Price |
|------------------------------------|--------------|----------|----------|-------------|--|------------------|
| 0740 | 619-G5001 | | 30 | Each | Free Standing Plastic Drums | |
| 0750 | 619-G7001 | | 7 | Each | Warning Lights, Type "B" | |
| 0760 | 619-J1002 | | 1 | Each | Impact Attenuator, 45 MPH | |
| 0770 | 619-J2002 | | 1 | Each | Impact Attenuator, 45 MPH, Replacement Package | |
| 0780 | 620-A001 | | 1 | Lump Sum | Mobilization | |
| 0790 | 626-C001 | | 2,510 | Linear Feet | 6" Thermoplastic Double Drop Edge Stripe, Continuous White | |
| 0800 | 626-E002 | | 2,670 | Linear Feet | 6" Thermoplastic Double Drop Traffic Stripe, Continuous Yellow | |
| 0810 | 626-G002 | | 310 | Linear Feet | Thermoplastic Detail Stripe, White | |
| 0820 | 626-H004 | | 77 | Square Feet | Thermoplastic Legend, White | |
| 0830 | 626-H005 | | 120 | Linear Feet | Thermoplastic Legend, White | |
| 0840 | 627-L001 | | 40 | Each | Two-Way Yellow Reflective High Performance Raised Markers | |
| 0850 | 630-A001 | | 14 | Square Feet | Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness | |
| 0860 | 630-A003 | | 46 | Square Feet | Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness | |
| 0870 | 630-C001 | | 48 | Linear Feet | Square Tube Posts, 4.0 lb/ft | |
| 0880 | 630-C005 | | 81 | Linear Feet | Square Tube Posts, 2.0 lb/ft | |
| 0890 | 630-F004 | | 13 | Each | Delineators, Guard Rail, Double White | |
| 0900 | 630-G004 | | 4 | Each | Type 3 Object Markers, OM-3R or OM-3L | |
| 0910 | 699-A001 | | 1 | Lump Sum | Roadway Construction Stakes | |
| 0920 | 813-E007 | (S) | 83 | Linear Feet | Modified Railing | |
| 0930 | 815-A007 | (S) | 18 | Ton | Loose Riprap, Size 300 | |
| 0940 | 815-E001 | (S) | 24 | Square Yard | Geotextile under Riprap | |
| 0950 | 907-234-A001 | | 3,000 | Linear Feet | Temporary Silt Fence | |
| 0960 | 907-234-C001 | | 400 | Linear Feet | Super Silt Fence | |
| 0970 | 907-608-C001 | | 16 | Square Feet | Detectable Warning Panels | |
| ALTERNATE GROUP AA NUMBER 1 | | | | | | |
| 0980 | 304-F001 | (GT) | 450 | Ton | 3/4" and Down Crushed Stone Base | |
| ALTERNATE GROUP AA NUMBER 2 | | | | | | |
| 0990 | 304-F002 | (GT) | 450 | Ton | Size 610 Crushed Stone Base | |
| ALTERNATE GROUP AA NUMBER 3 | | | | | | |
| 1000 | 304-F003 | (GT) | 450 | Ton | Size 825B Crushed Stone Base | |
| ALTERNATE GROUP BB NUMBER 1 | | | | | | |
| 1010 | 605-W002 | (GY) | 52 | Cubic Yard | Filter Material for Combination Storm Drain and/or Underdrains, Type B, FM | |
| ALTERNATE GROUP BB NUMBER 2 | | | | | | |
| 1020 | 605-W003 | (GY) | 52 | Cubic Yard | Filter Material for Combination Storm Drain and/or Underdrains, Type C, FM | |
| Bridge Items | | | | | | |
| 1030 | 501-K001 | | 1,341 | Square Yard | Transverse Grooving | |
| 1040 | 608-B001 | (S) | 581 | Square Yard | Concrete Sidewalk, With Reinforcement | |
| 1050 | 803-D006 | (S) | 2,630 | Linear Feet | HP 14 x 73 Steel Piling | |
| 1060 | 803-P003 | (S) | 1,105 | Linear Feet | 30" Steel Pipe Piling, Wall Thickness 0.500" | |

| Line no. | Item Code | Adj Code | Quantity | Units | Description Fixed Unit Price |
|----------|--------------|----------|----------|-------------|--|
| 1070 | 804-C207 | (S) | 1,047 | Linear Feet | 150' Prestressed Concrete Beam, Type FIB-63 |
| 1080 | 804-C237 | (S) | 837 | Linear Feet | 121' Prestressed Concrete Beam, Type FIB-54 |
| 1090 | 804-C238 | (S) | 907 | Linear Feet | 131' Prestressed Concrete Beam, Type FIB-54 |
| 1100 | 805-A001 | (S) | 151,626 | Pounds | Reinforcement |
| 1110 | 805-C001 | (S) | 3,390 | Pounds | Reinforcement, Corrosion Resistant |
| 1120 | 813-E007 | (S) | 804 | Linear Feet | Modified Railing 42" Combination Railing |
| 1130 | 815-A007 | (S) | 1,213 | Ton | Loose Riprap, Size 300 |
| 1140 | 815-E001 | (S) | 971 | Square Yard | Geotextile under Riprap |
| 1150 | 907-608-D003 | (S) | 291 | Square Yard | Stamped and Colored Concrete Sidewalk |
| 1160 | 907-803-B001 | (S) | 1 | Each | Conventional Static Pile Load Test (\$5000.00) |
| 1170 | 907-803-I003 | (S) | 1 | Each | PDA Test Pile, HP Steel Pile |
| 1180 | 907-803-I004 | (S) | 1 | Each | PDA Test Pile, Steel Pipe Pile |
| 1190 | 907-803-J001 | (S) | 2 | Each | Pile Restrike |
| 1200 | 907-804-A001 | (S) | 550 | Cubic Yard | Bridge Concrete, Class BDY |
| 1210 | 907-804-A002 | (S) | 148 | Cubic Yard | Bridge Concrete, Class AA |
| 1220 | 907-823-A002 | | 103 | Linear Feet | Prefomed Joint Seal, Type II |

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

CONDITIONS FOR COMBINATION BID

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

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

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

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

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

COMBINATION BID PROPOSAL

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

* Option to be shown as either (a), (b), or (c).

| | <u>Project No.</u> | <u>County</u> | <u>Project No.</u> | <u>County</u> |
|----|--------------------|---------------|--------------------|---------------|
| 1. | _____ | _____ | 6. | _____ |
| 2. | _____ | _____ | 7. | _____ |
| 3. | _____ | _____ | 8. | _____ |
| 4. | _____ | _____ | 9. | _____ |
| 5. | _____ | _____ | 10. | _____ |

(a) If Combination A has been selected, your Combination Bid is complete.

(b) If Combination B has been selected, then complete the following page.

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

| Project Number | Pay Item Number | Unit | Unit Price Reduction | Total Item Reduction | Total Contract Reduction |
|----------------|-----------------|------|----------------------|----------------------|--------------------------|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |
| 6. | | | | | |
| 7. | | | | | |
| 8. | | | | | |

For Informational Purposes Only

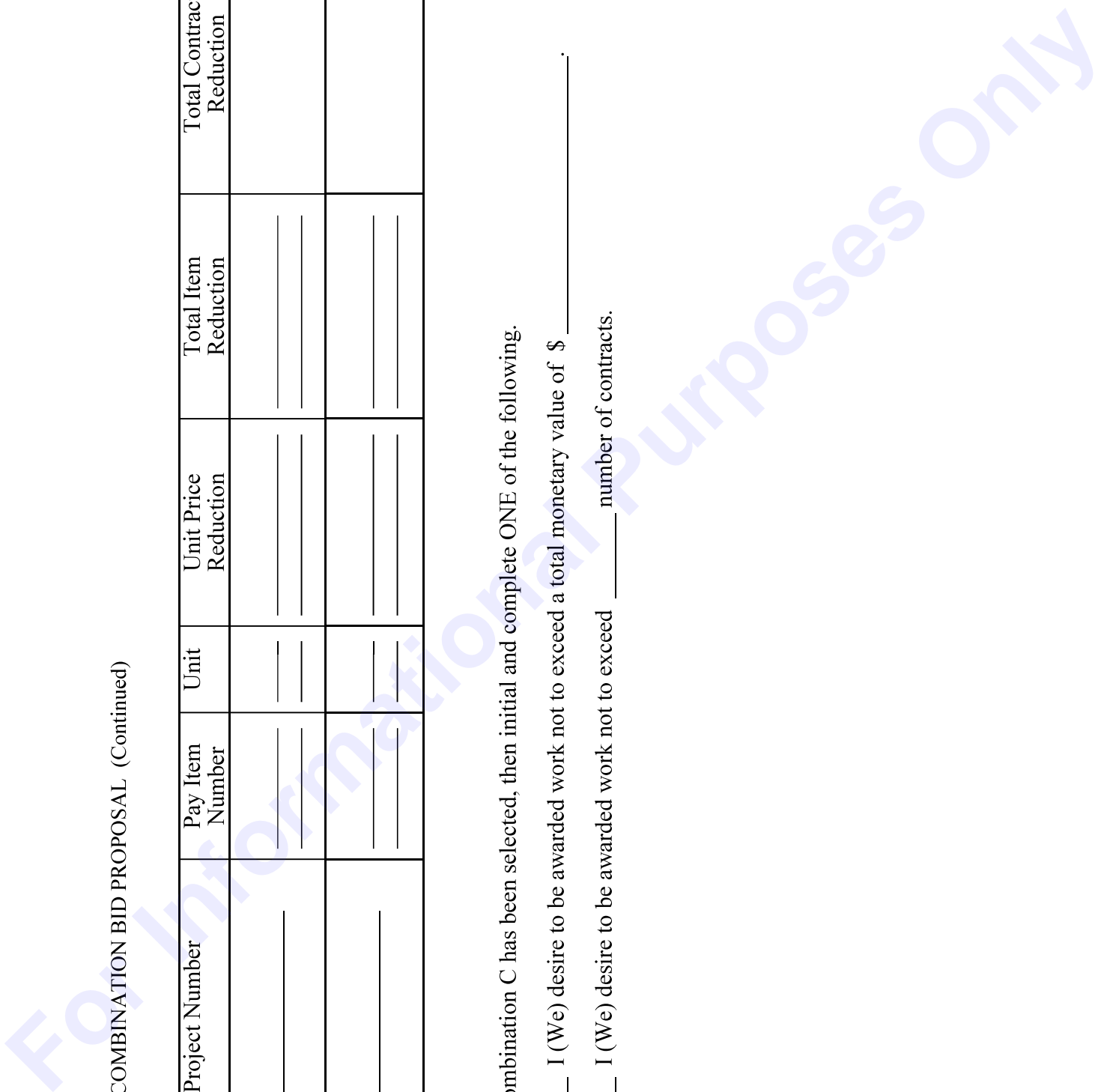
SECTION 905 - COMBINATION BID PROPOSAL (Continued)

| Project Number | Pay Item Number | Unit | Unit Price Reduction | Total Item Reduction | Total Contract Reduction |
|----------------|-----------------|------|----------------------|----------------------|--------------------------|
| 9. | | | | | |
| | | | | | |
| | | | | | |
| 10. | | | | | |
| | | | | | |
| | | | | | |

(c) If Combination C has been selected, then initial and complete ONE of the following.

_____ I (We) desire to be awarded work not to exceed a total monetary value of \$ _____.

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



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

The Bidder hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he has _____, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

(COMPANY)

DATE: _____

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and Subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such Contractors submit a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
CERTIFICATION

I, _____,
(Name of person signing bid)

individually, and in my capacity as _____ of
(Title of person signing bid)

_____ do hereby certify under
(Name of Firm, partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that _____

_____, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. **STBG-0041-02(022)/ 106980301000**

in **Carroll** County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Do exceptions exist and are made a part thereof? Yes / No

Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

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

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing is true and correct.

Executed on _____

Signature

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SAM.GOV Registration and Unique Entity ID

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.

I (We) acknowledge that this contract cannot be awarded if I (We) are not registered in the System for Award Management prior to the award of this contract. _____ (Yes / No)

I (We) have a SAM Unique Entity ID. _____ (Yes / No)

SAM Unique Entity ID: _____

Company Name: _____

Company e-mail address: _____

SECTION 902

CONTRACT FOR STBG-0041-02(022)/ 106980301000

LOCATED IN THE COUNTY(IES) OF Carroll

STATE OF MISSISSIPPI,
COUNTY OF HINDS

This contract entered into by and between the Mississippi Transportation Commission on one hand, and the undersigned contractor, on the other witnesseth;

That, in consideration of the payment by the Mississippi Transportation Commission of the prices set out in the proposal hereto attached, to the undersigned contractor, such payment to be made in the manner and at the time of times specified in the specifications and the special provisions, if any, the undersigned contractor hereby agrees to accept the prices stated in the proposal in full compensation for the furnishing of all materials and equipment and the executing of all the work contemplated in this contract.

It is understood and agreed that the advertising according to law, the Advertisement, the instructions to bidders, the proposal for the contract, the specifications, the revisions of the specifications, the special provisions, and also the plans for the work herein contemplated, said plans showing more particularly the details of the work to be done, shall be held to be, and are hereby made a part of this contract by specific reference thereto and with like effect as if each and all of said instruments had been set out fully herein in words and figures.

It is further agreed that for the same consideration the undersigned contractor shall be responsible for all loss or damage arising out of the nature of the work aforesaid; or from the action of the elements and unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work, exceptions being those specifically set out in the contract; and for faithfully completing the whole work in good and workmanlike manner according to the approved Plans, Specifications, Special Provisions, Notice(s) to Bidders and requirements of the Mississippi Department of Transportation.

It is further agreed that the work shall be done under the direct supervision and to the complete satisfaction of the Executive Director of the Mississippi Department of Transportation, or his authorized representatives, and when Federal Funds are involved subject to inspection at all times and approval by the Federal Highway Administration, or its agents as the case may be, or the agents of any other Agency whose funds are involved in accordance with those Acts of the Legislature of the State of Mississippi approved by the Governor and such rules and regulations issued pursuant thereto by the Mississippi Transportation Commission and the authorized Federal Agencies.

The Contractor agrees that all labor as outlined in the Special Provisions may be secured from list furnished by

It is agreed and understood that each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and, if through mere mistake or otherwise any such provision is not inserted, then upon the application of either party hereto, the contract shall forthwith be physically amended to make such insertion.

The Contractor agrees that he has read each and every clause of this Contract, and fully understands the meaning of same and that he will comply with all the terms, covenants and agreements therein set forth.

Witness our signatures this the ___ day of _____, _____.

Contractor(s)

By _____

MISSISSIPPI TRANSPORTATION COMMISSION

Title _____

By _____

Signed and sealed in the presence of:
(names and addresses of witnesses)

Executive Director

Secretary to the Commission

Award authorized by the Mississippi Transportation Commission in session on the ___ day of _____, _____, Minute Book No. _____, Page No. _____.

Revised 8/06/2003

SECTION 903
PERFORMANCE AND PAYMENT BOND

CONTRACT BOND FOR: STBG-0041-02(022)/ 106980301000

LOCATED IN THE COUNTY(IES) OF: Carroll

STATE OF MISSISSIPPI,
COUNTY OF HINDS

Know all men by these presents: that we, _____
(Contractor)
_____ Principal, a _____

residing at _____ in the State of _____

and _____

(Surety)
residing at _____ in the State of _____,

authorized to do business in the State of Mississippi, under the laws thereof, as surety, effective as of the contract date shown below, are held and firmly bound unto the State of Mississippi in the sum of _____

_____ Dollars, lawful money of the United States of America, to be paid to it for which payment well and truly to be made, we bind ourselves, our heirs, administrators, successors, or assigns jointly and severally by these presents.

The conditions of this bond are such, that whereas the said _____

_____ principal, has (have) entered into a contract with the Mississippi Transportation Commission, bearing the date of _____ day of _____ A.D. _____ hereto annexed, for the construction of certain projects(s) in the State of Mississippi as mentioned in said contract in accordance with the Contract Documents therefor, on file in the offices of the Mississippi Department of Transportation, Jackson, Mississippi.

Now therefore, if the above bounden _____ in all things shall stand to and abide by and well and truly observe, do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said contract, contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the material and equipment specified in said contract in strict accordance with the terms of said contract which said plans, specifications and special provisions are included in and form a part of said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in Subsection 109.11 of the approved specifications, and save harmless said Mississippi Transportation Commission from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by the State at the instance of the Mississippi Transportation Commission or any officer of the State authorized in such cases, for double any amount in money or property, the State may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of the Contractor(s), his (their) agents or employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages,

any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the Executive Director of the Mississippi Department of Transportation, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

| | |
|-------------------------|---------------------------------|
| _____ | _____ |
| (Contractors) Principal | Surety |
| By _____ | By _____ |
| | (Signature) Attorney in Fact |
| | Address _____ |
| | _____ |
| Title _____ | _____ |
| (Contractor's Seal) | (Printed) MS Agent |
| | _____ |
| | (Signature) MS Agent |
| | Address _____ |
| | _____ |
| | _____ |
| | (Surety Seal) |
| | _____ |
| | Mississippi Insurance ID Number |



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
Contractor

Address

City, State ZIP

As principal, hereinafter called the Principal, and _____
Surety

a corporation duly organized under the laws of the state of _____

as Surety, hereinafter called the Surety, are held and firmly bound unto State of Mississippi, Jackson, Mississippi

As Obligee, hereinafter called Obligee, in the sum of **Five Per Cent (5%) of Amount Bid**

Dollars(\$ _____)

for the payment of which sum will and truly to be made, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Bridge Replacement on SR 35 over Big Sand Creek (Bridge No. 198.6), known as Federal Aid Project No. STBG-0041-02(022) / 106980301 in Carroll County.**

NOW THEREFORE, the condition of this obligation is such that if the aforesaid Principal shall be awarded the contract, the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed and sealed this _____ day of _____, 20__

(Principal) (Seal)

(Witness) (Name) By: _____ (Title)

(Surety) (Seal)

(Witness) (Attorney-in-Fact) By: _____

(MS Agent)

Mississippi Insurance ID Number

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
OFFICE OF CIVIL RIGHTS
JACKSON, MISSISSIPPI

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on:

Letting Date: **May 24, 2022**

Project No: **STBG-0041-02(022)/ 106980301000**

County: **Carroll**

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address: _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address: _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address: _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address: _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address: _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

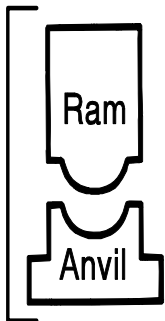
SUBMITTED BY (Signature)

FIRM NAME

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION
PILE AND DRIVING EQUIPMENT DATA FORM**

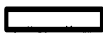
Project No.: _____ Bridge No.: _____
 Contract No.: _____ Pile Driving Contractor: _____
 Termini: _____ County: _____

Hammer Components



Hammer

Manufacturer: _____ Model No.: _____
 Hammer Type: _____ Serial No.: _____
 Manufacturer's Maximum Rated Energy: _____ ft·lbs
 Stroke at Maximum Rated Energy: _____ ft
 Range in Operating Energy: _____ to _____ ft·lbs
 Range in Operating Stroke: _____ to _____ ft
 Ram Weight: _____ kips
 Modifications: _____



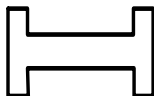
Striker Plate

Weight: _____ kips Diameter: _____ in.
 Thickness: _____ in.



Hammer Cushion

| | | |
|--|------------------------------|-------------------------------------|
| | Material #1 | Material #2 (for composite cushion) |
| Name: _____ | Name: _____ | Name: _____ |
| Area: _____ in. ² | Area: _____ in. ² | Area: _____ in. ² |
| Thickness/Plate: _____ in. | Thickness/Plate: _____ in. | Thickness/Plate: _____ in. |
| No. of Plates: _____ | No. of Plates: _____ | No. of Plates: _____ |
| Total Thickness of Hammer Cushion: _____ in. | | |



Helmet (Drive Head)

Weight: _____ including inserts, kips



Pile Cushion

Pile Cushion Material: _____
 Area: _____ in.² Thickness/Sheet: _____ in.
 No. of Sheets: _____
 Total Thickness of Pile Cushion: _____ in.



Pile

Pile Type: _____
 Wall Thickness: _____ in. Taper: _____
 Cross Sectional Area: _____ in.² Weight/ft: _____
 Nominal Driving Resistance: _____ Kips
 Driving Shoe/Closure Plate Description: _____

Submitted By: _____ Date: _____
 Telephone No.: _____ Fax No.: _____
 Email Address: _____

