02 -



SM No. CNH0009040381

PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF

02

Mill & Overlay approximately 12 miles on US 61/49 from 0.6 miles south of SR 161 to Eagles Nest Road, known as Federal Aid Project Nos. NH-0009-04(038) / 107958301 & NH-0009-04(039) / 107958302 in Coahoma County.

Project Completion: 170 Working Days

(STATE DELEGATED)

NOTICE

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

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

SECTION 900

OF THE CURRENT 2017 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

JACKSON, MISSISSIPPI

MISSISSIPPI DEPARTMENT OF TRANSPORTATION **TABLE OF CONTENTS**

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Progress Schedule

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

03/30/2022 02:14 PM

SECTION 901 - ADVERTISEMENT

Electronic bids will be received by the Mississippi Transportation Commission at 10:00 o'clock A.M., Tuesday, April 26, 2022, from the Bid Express Service and shorty thereafter publicly read on the Sixth Floor For:

Mill & Overlay approximately 12 miles on US 61/49 from 0.6 miles south of SR 161 to Eagles Nest Road, known as Federal Aid Project Nos. NH-0009-04(038) / 107958301 & NH-0009-04(039) / 107958302 in Coahoma County.

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

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

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

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

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

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

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

BRAD WHITE EXECUTIVE DIRECTOR

SUPPLEMENT TO NOTICE TO BIDDERS NO. 1

DATE: 06/08/2021

SUBJECT: Governing Specifications

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

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

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

DATE: 03/01/2017

SUBJECT: Governing Specifications

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

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

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

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

DATE: 03/01/2017

SUBJECT: Status of Right-of-Way

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

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

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

STATUS OF RIGHT-OF-WAY

NH-0009-04(038), NH-0009-04(039) 107958/301000, 107958/302000 Coahoma County

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

None.

ASBESTOS CONTAMINATION STATUS OF BUILDINGS TO BE REMOVED BY THE CONTRACTOR NH-0009-04(038), NH-0009-04(039) 107958/301000, 107958/302000 Coahoma County February 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 is no Right of Way required for this project. There are no buildings to be removed by the contractor.

STATUS OF POTENTIALLY CONTAMINATED SITES NH-0009-04(038), NH-0009-04(039) 107958/301000, 107958/302000 Coahoma County February 16, 2022

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

Inter-Departmental Memorandum

TO: ROW DIVISION

Trudi Loflin

DATE: February 16, 2022

FROM: Tony Sheffield

District 2 Construction Engineer

INFORMATION COPY TO: File

Vance (73-01) Shows (84-01) SUBJECT OR PROJECT NO: NH-0009-04(038)

107958/301000

COUNTY: NH-0009-04(039) 107958/302000

Coahoma

- 1. STATUS OF RIGHT OF WAY: All work will be done within the existing ROW.
- 2. RIGHT OF WAY CLEARANCE: There are no encroachments on the ROW.
- 3. STATUS OF AFFECTED RAILROAD OPERATION FACILITIES. None Affected.
- 4. STATUS OF REQUIRED UTILITY LOCATIONS: None required.
- 5. STATUS OF CONSTRUCTION AGREEMENT: None required.

Improvements to be included in Notice to Bidders to be removed by the Construction Contractor FMS Construction Project No: 107958/301000, 107958/302000 External ROW No: NH-0009-04(038), NH-0009-04(039)

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

NA

CODE: (SP)

SECTION 904 - NOTICE TO BIDDERS NO. 3

DATE: 01/17/2017

SUBJECT: Final Clean-Up

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

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

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

SECTION 904 - NOTICE TO BIDDERS NO. 9

CODE: (IS)

DATE: 03/01/2017

SUBJECT: Federal Bridge Formula

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

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

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

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

or

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

An on line BRIDGE FORMULA WEIGHTS CALCULATOR is available at

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

SECTION 904 - NOTICE TO BIDDERS NO. 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

SECTION 904 - NOTICE TO BIDDERS NO. 296 CODE: (SP)

DATE: 07/25/2017

SUBJECT: Reduced Speed Limit Signs

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

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

DATE: 10/10/2017

SUBJECT: Mississippi Agent or Qualified Nonresident Agent

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

SECTION 904 - NOTICE TO BIDDERS NO. 447 CODE: (SP)

DATE: 10/18/2017

SUBJECT: Traffic on Milled Surface in Rural 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 seven (7) calendar days. The Contractor will be assessed a penalty of \$5,000 per calendar day afterwards until the milled surfaces are covered with the next lift of asphalt. It shall be the Contractor's responsibility to ensure that the milling operations do not commence until such time as forecasted weather conditions are suitable enough to allow the placement of the asphalt pavement after the milling operations.

SECTION 904 - NOTICE TO BIDDERS NO. 516 CODE: (IS)

DATE: 11/28/2017

SUBJECT: Errata and Modifications to the 2017 Standard Specifications

<u>Page</u>	Subsection	<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."

SECTION 904 - NOTICE TO BIDDERS NO. 1225 CODE: (SP)

DATE: 11/13/2018

SUBJECT: Early Notice to Proceed

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

SECTION 904 - NOTICE TO BIDDERS NO. 1226

CODE: (IS)

DATE: 11/16/2018

SUBJECT: Material Storage Under Bridges

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

SECTION 904 - NOTICE TO BIDDERS NO. 1241 CODE: (IS)

DATE: 11/27/2018

SUBJECT: Fuel and Material Adjustments

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

CODE: (SP)

SECTION 904 - NOTICE TO BIDDERS NO. 1963

DATE: 9/23/2019

SUBJECT: Guardrail Pads

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

CODE: (IS)

SECTION 904 - NOTICE TO BIDDERS NO. 2206

DATE: 01/14/2020

SUBJECT: MASH Compliant Devices

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

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

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

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

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

CODE: (SP)

SECTION 904 - NOTICE TO BIDDERS NO. 2273

DATE: 02/12/2020

SUBJECT: Mississippi Special Fuel Tax Law

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



Gasoline and Dyed Diesel Used for Non-Highway Purposes

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

Gasoline Used for Non-Highway Purposes

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

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

Refund Gasoline User

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

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

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

Refund Gasoline Dealer

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

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

Dyed Diesel Used for Non-Highway Purposes

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

Dyed Diesel Used on the Highway

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

Identifying Dyed Diesel

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



Page 1 of 1



Special Fuel Used on Government Contracts

State and Local Government Contracts

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

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

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

Special Fuel Direct Pay Permit

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

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

Special Fuel Distributors

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

Environmental Protection Fee

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

Penalties

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

SUPPLEMENT TO NOTICE TO BIDDERS NO. 2611

DATE: 05/02/2020

The goal is <u>9</u> percent for the Disadvantaged Business Enterprise. All Bidders are required to submit Form OCR-481 for all DBEs. Bidders are advised to check the bid tabulation link for this project on the MDOT website at:

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

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

SECTION 904 - NOTICE TO BIDDERS NO. 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 <u>www.mdot.ms.gov</u> 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, <u>submitted to MDOT Contract Administration Division prior to bid opening</u>, shall be just cause for rejection of the proposal. Award may then be made to the next lowest responsive bidder or the 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 <u>Prime</u> or any Subcontractor perform the DBE's work (as shown on the OCR-481) without prior written approval from the Department. See "Sanctions" at the end of this document for penalties for performing DBE's work.

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

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 <u>actually paid</u> to the DBE firm may be counted towards the DBE goal. The participation of a DBE Firm cannot be counted towards the Prime Contractor's DBE goal until the amount being counted towards the goal has been paid to the DBE.

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

DBE REPORTS

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

- (2) OCR-482: At the conclusion of the project, before the final estimate is paid and the project is closed out, the Prime Contractor will submit to the Project Engineer for verification of quantities and further handling Form OCR-482 whereby the Contractor certifies to the amounts of payments made to all Contractors / Suppliers over the life of the contract. The Project Engineer shall submit the completed Form OCR-482 to the DBE Coordinator (Office of Civil Rights). Final acceptance of the project is dependent upon Contract Administration Division's receipt of completed Form OCR-482 which they will receive from the Office of Civil Rights.
- (3) OCR-483: The Project Engineer/Inspector will complete Form OCR-483, the Commercially Useful Function (CUF) Performance Report, in accordance with MDOT S.O.P. No. OCR-03-05-02-483. 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: <u>ALL BIDDERS</u> must submit <u>signed form with bid proposal</u> of all firms that submitted quotes for material supplies or items to be subcontracted. If the OCR-485 information is not included as part of bid proposal, the bid will be deemed irregular.
- (6) OCR-487: Only used by Prime Contractors that are certified DBE firms. This form is used in determining the exact percentage of DBE credit for the specified project. The low Bidder should return this form to MDOT with the OCR-481 form, or can also be returned with the Permission to Subcontract Forms (CAD-720, CAD-725 and CAD-521).

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

CODE: (SP)

SECTION 904 - NOTICE TO BIDDERS NO. 2782

DATE: 8/13/2020

SUBJECT: DBE Pre-Bid Meeting

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

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

Password (if prompted): 272147

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

1-888-227-7517

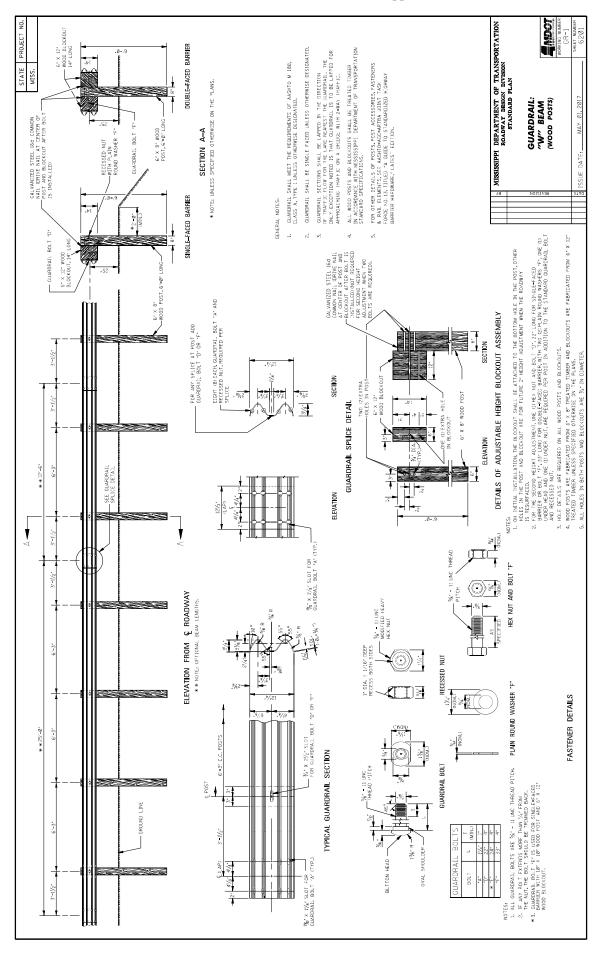
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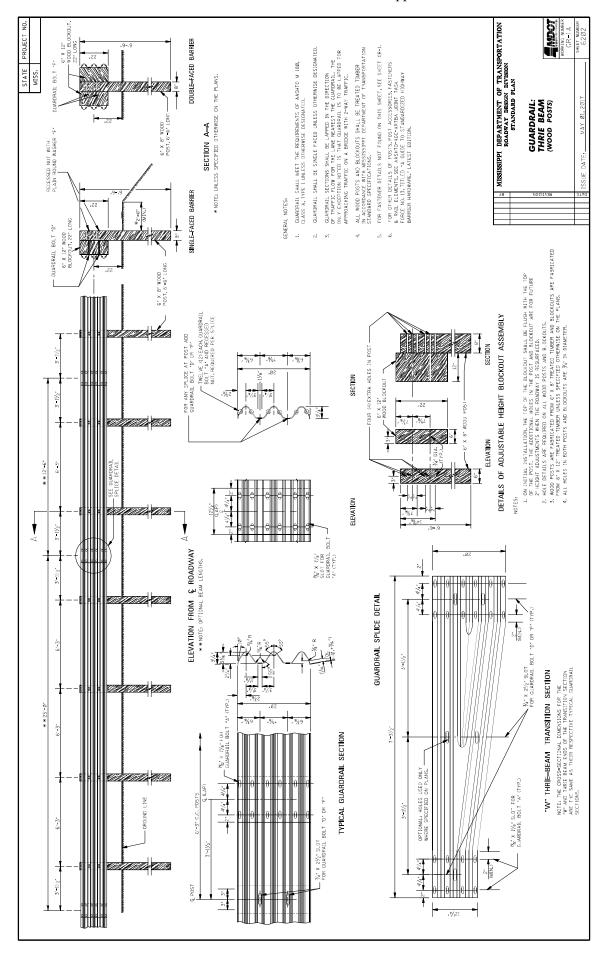
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

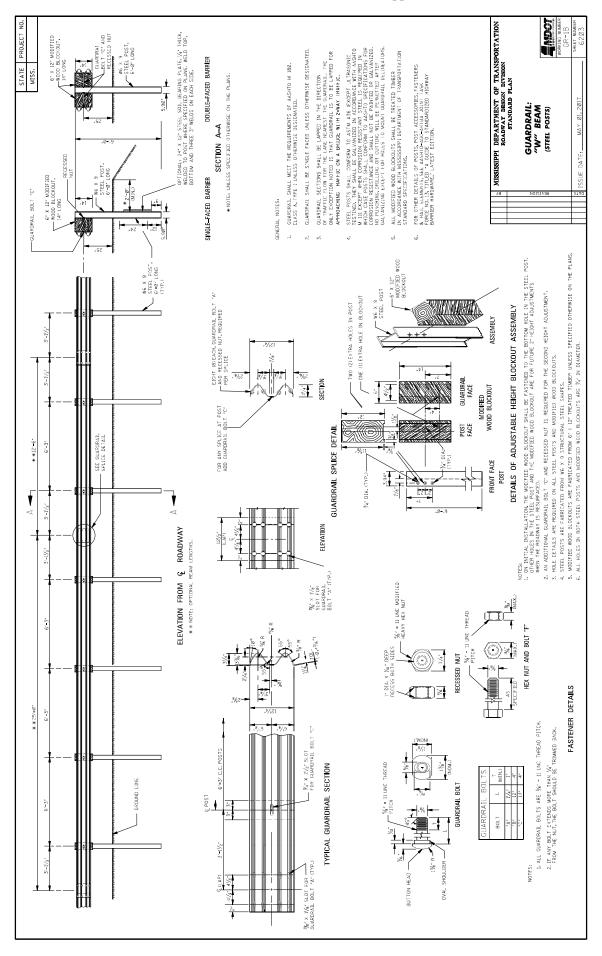
SUPPLEMENT TO NOTICE TO BIDDERS NO. 3599

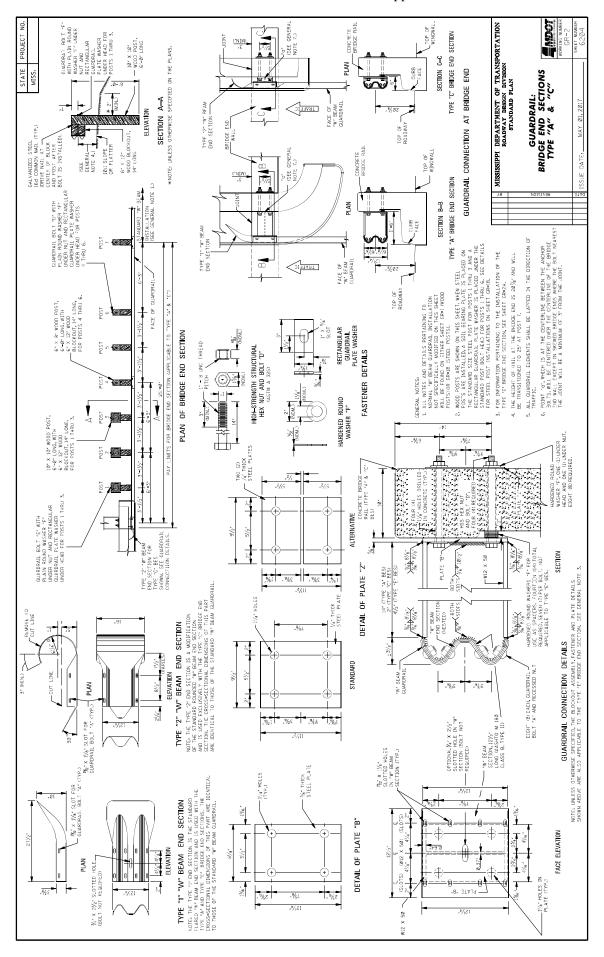
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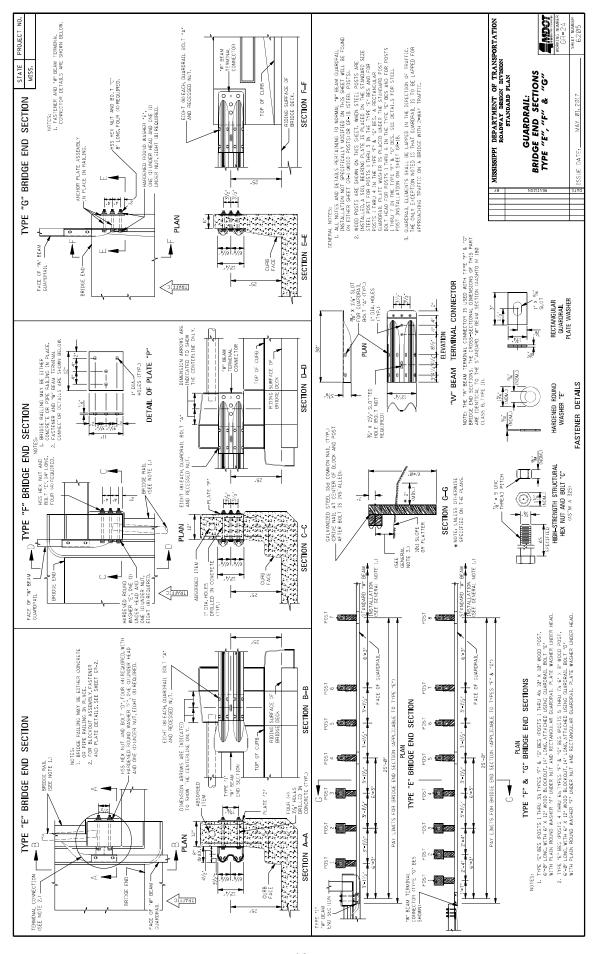
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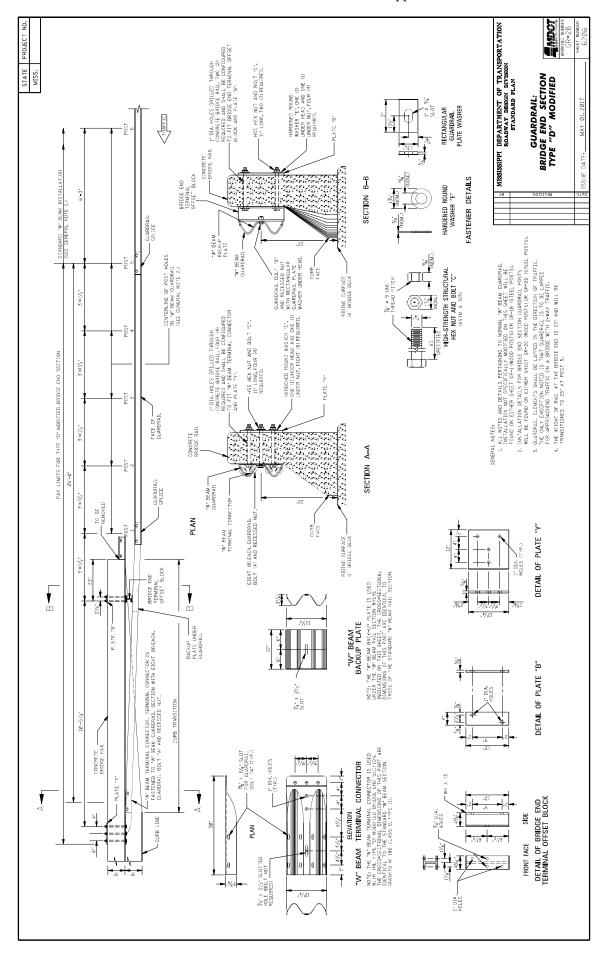


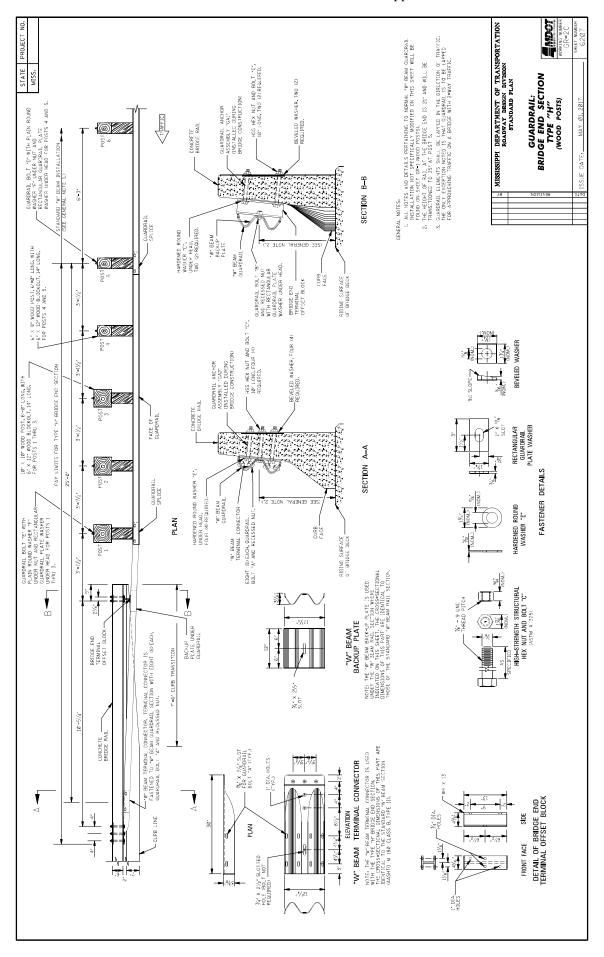


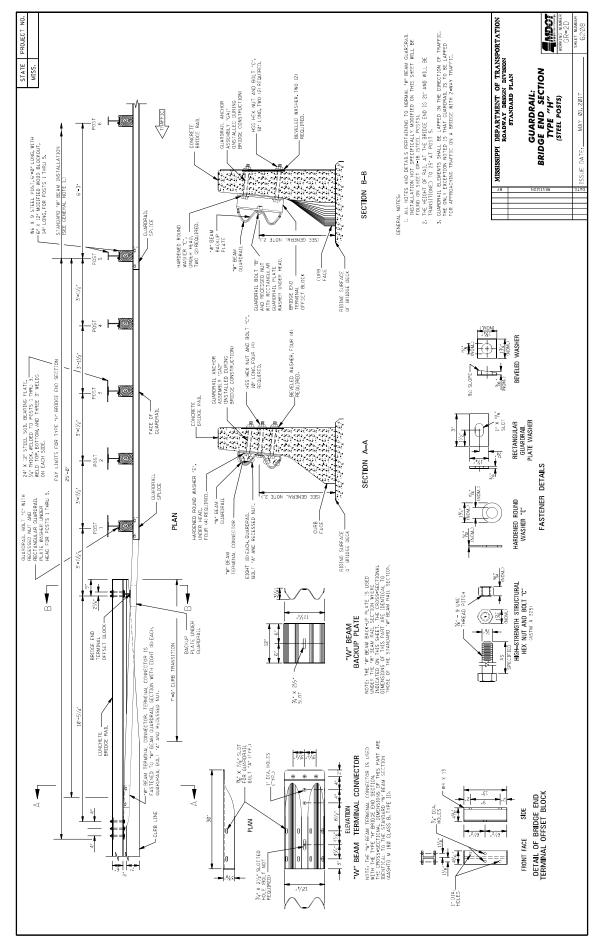


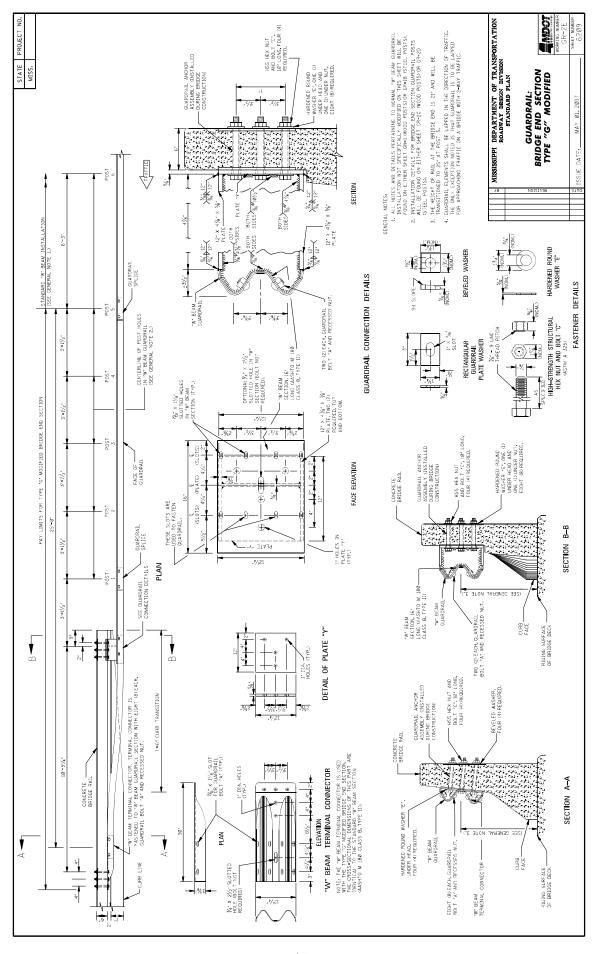


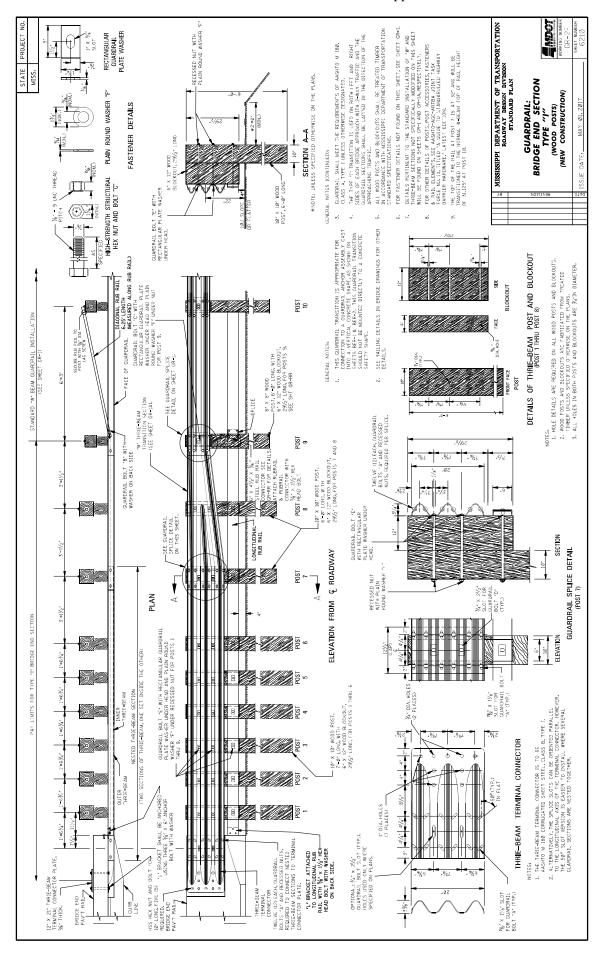


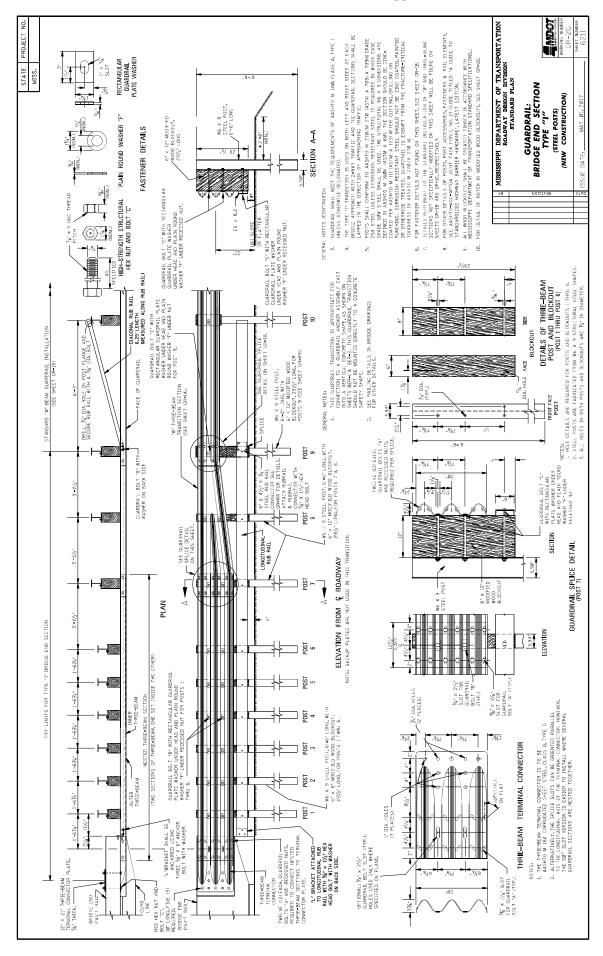


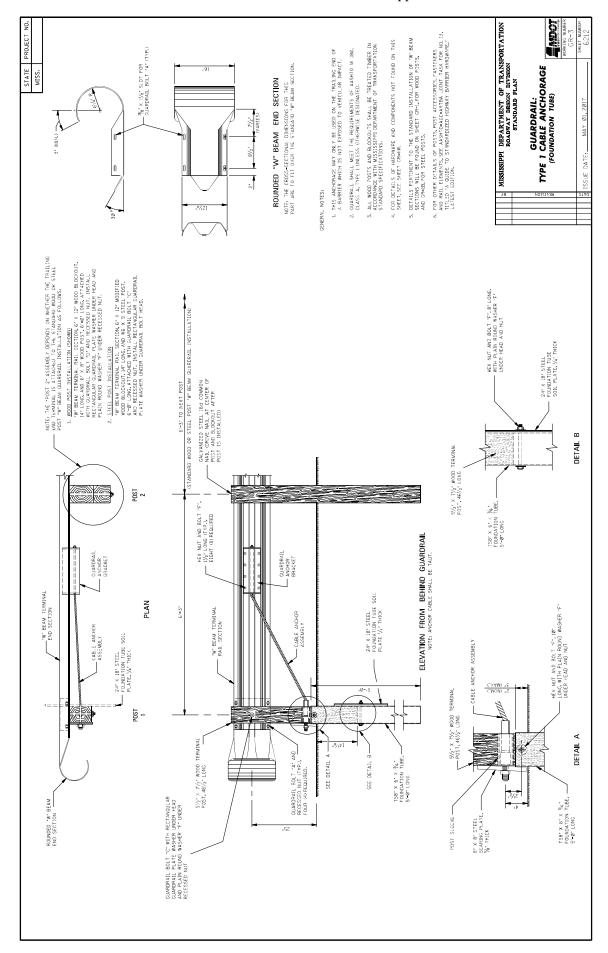


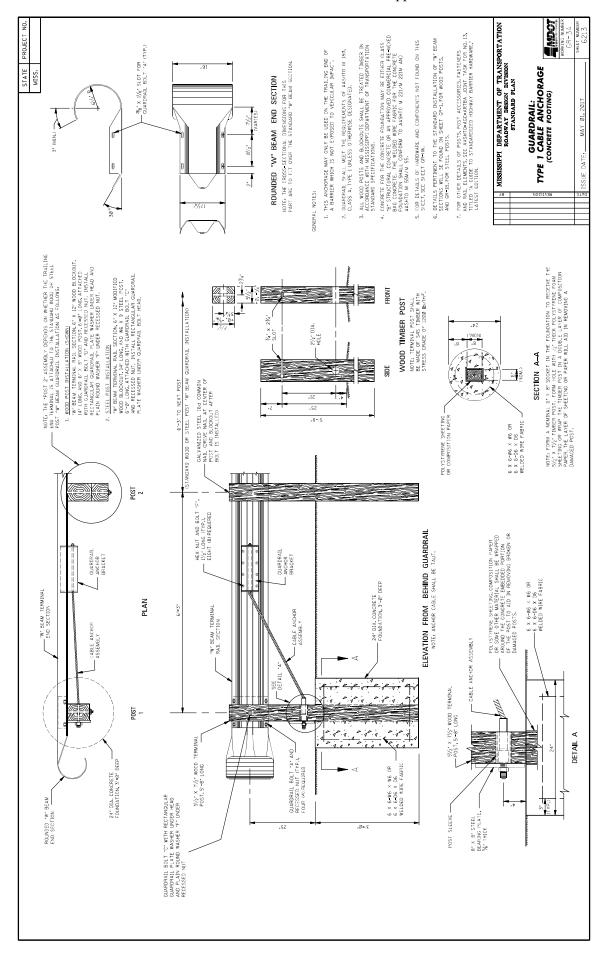


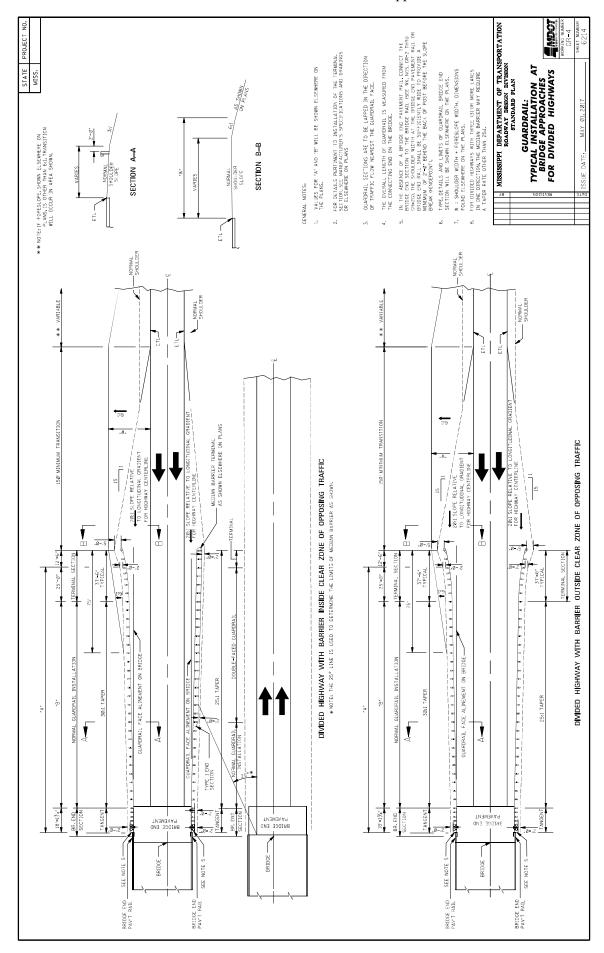


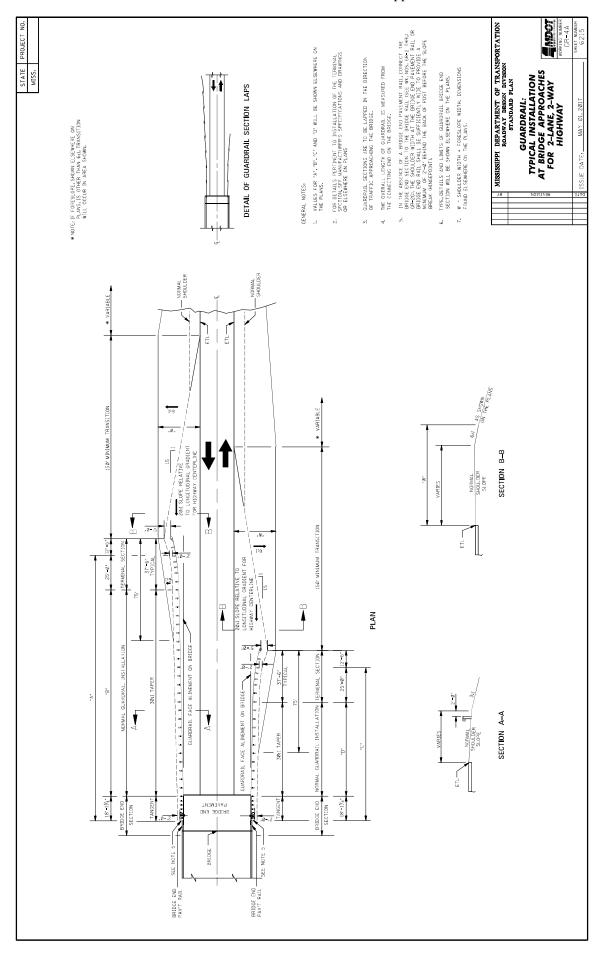


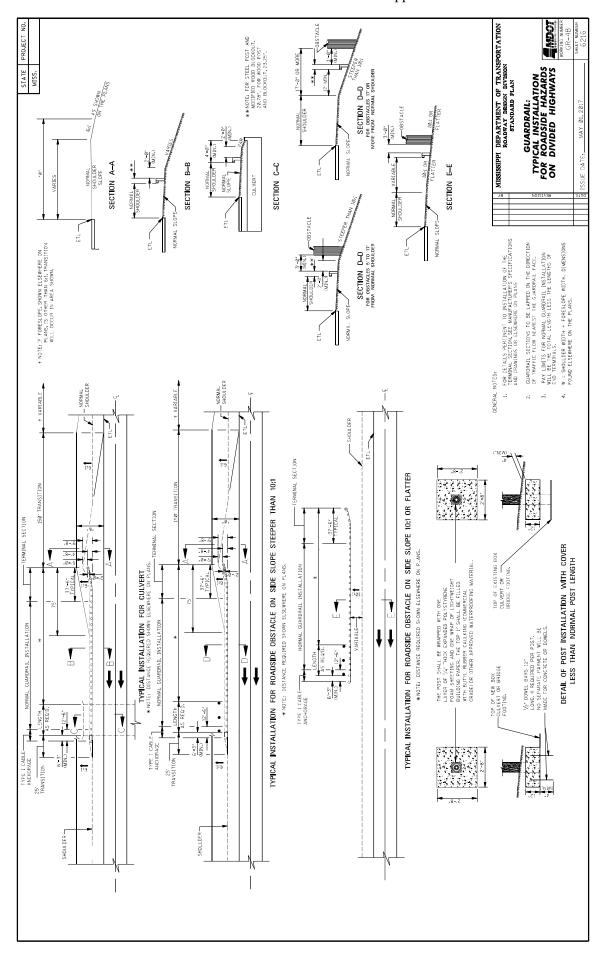


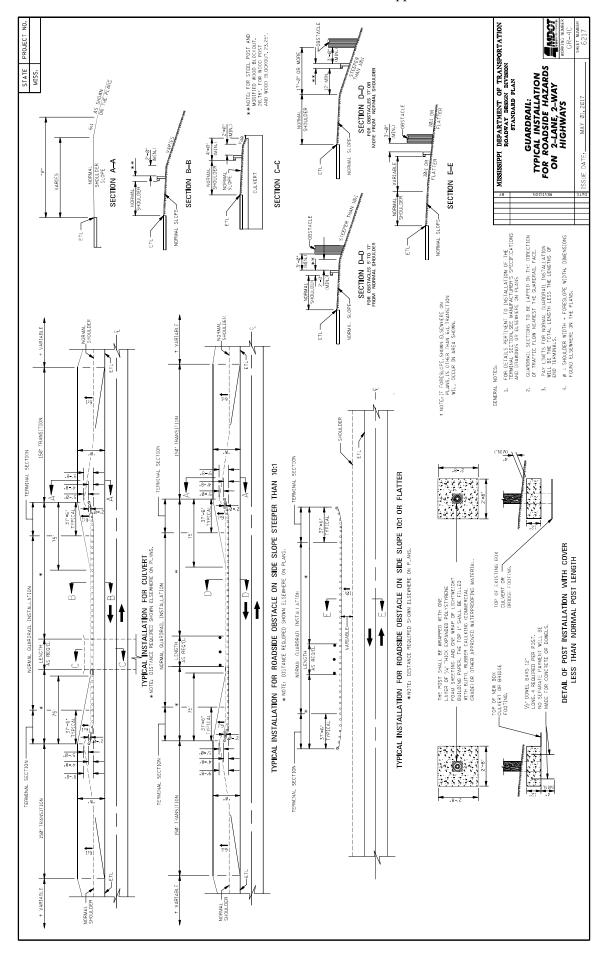


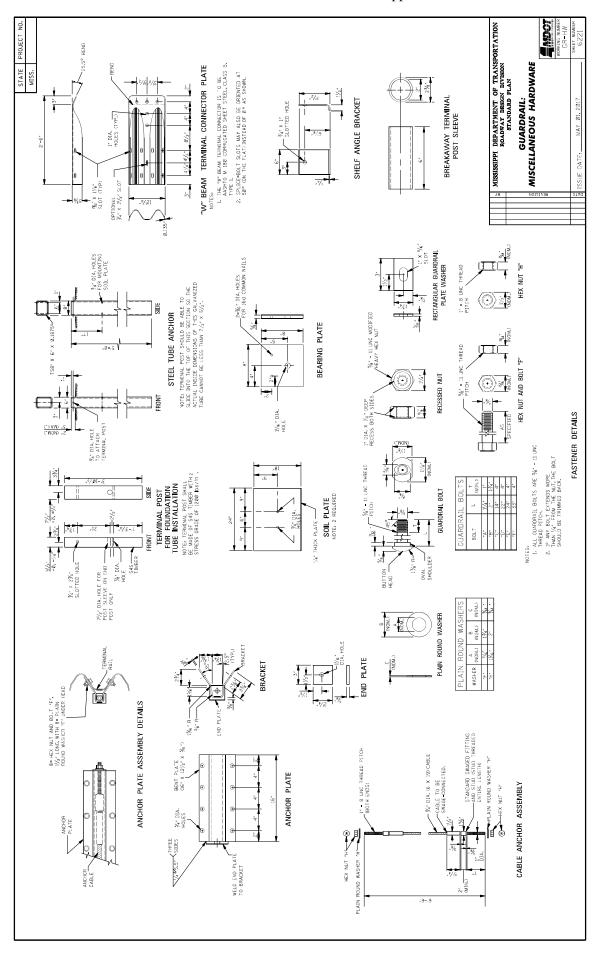


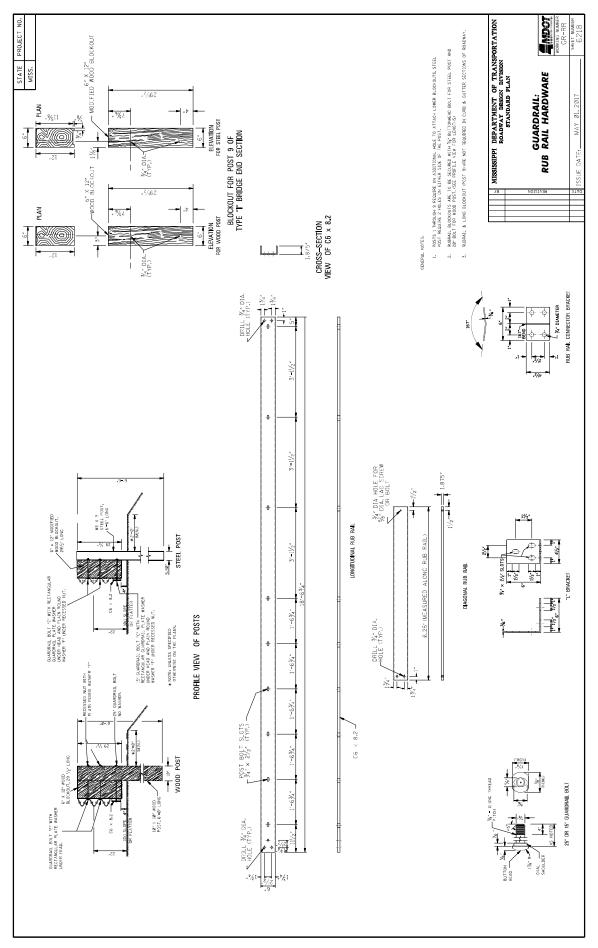


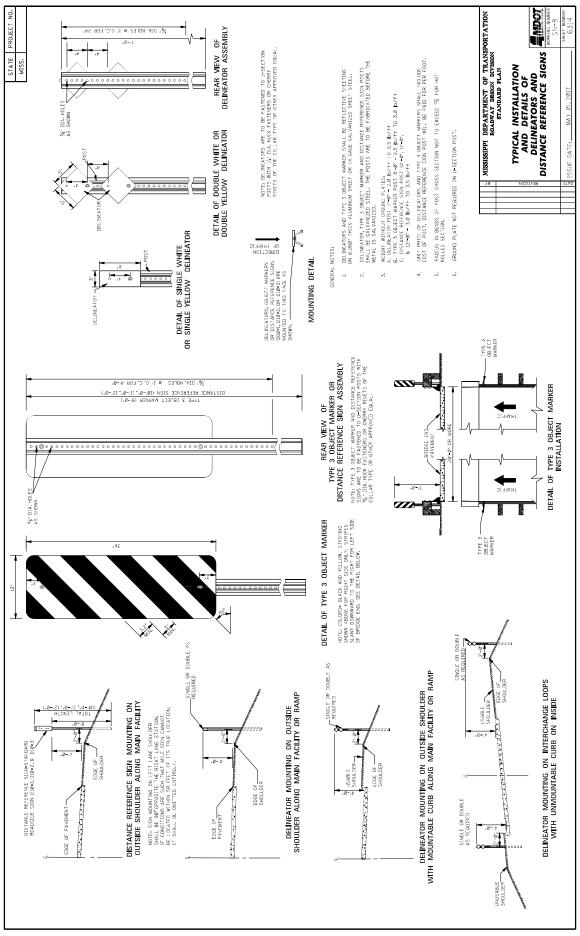












MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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

DATE: 08/11/2021

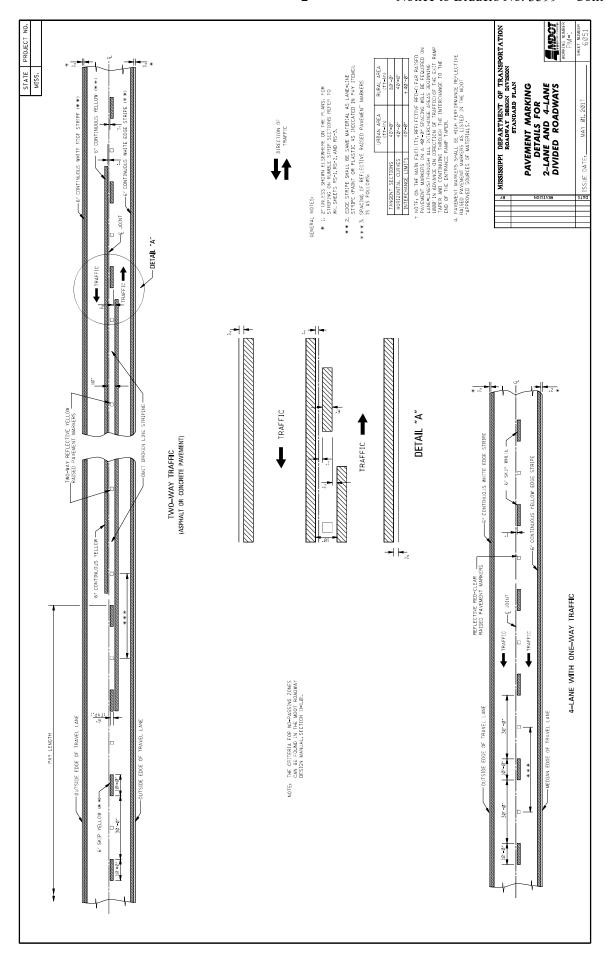
SUBJECT: Standard Drawings

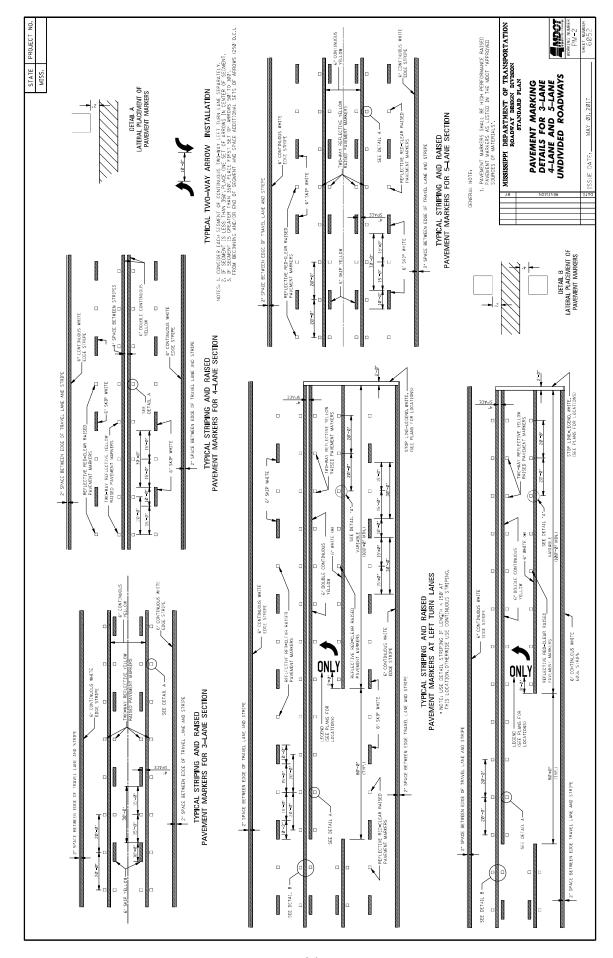
Standard Drawings attached hereto shall govern appropriate items of required work.

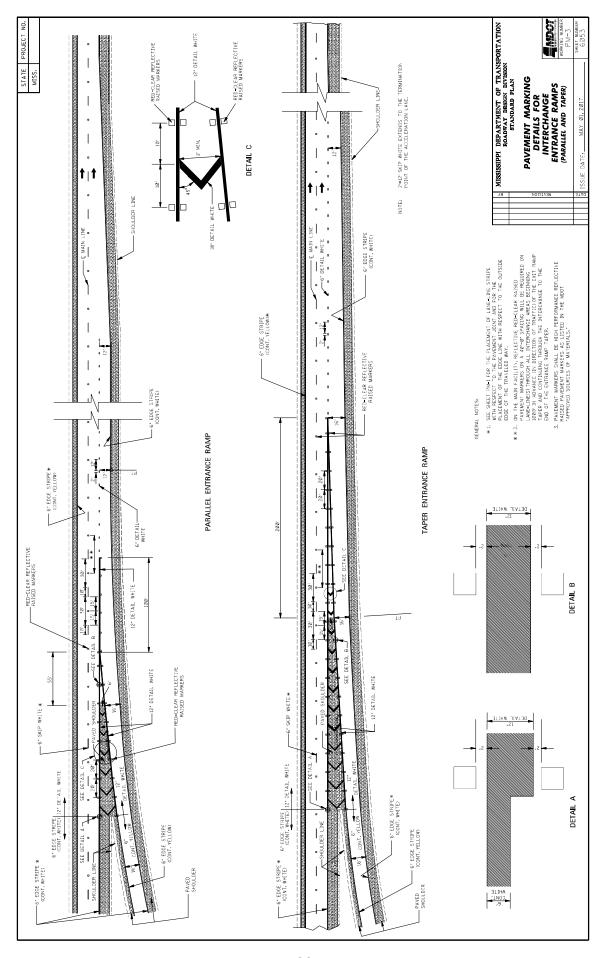
Larger copies of Standard Drawings may be purchased from:

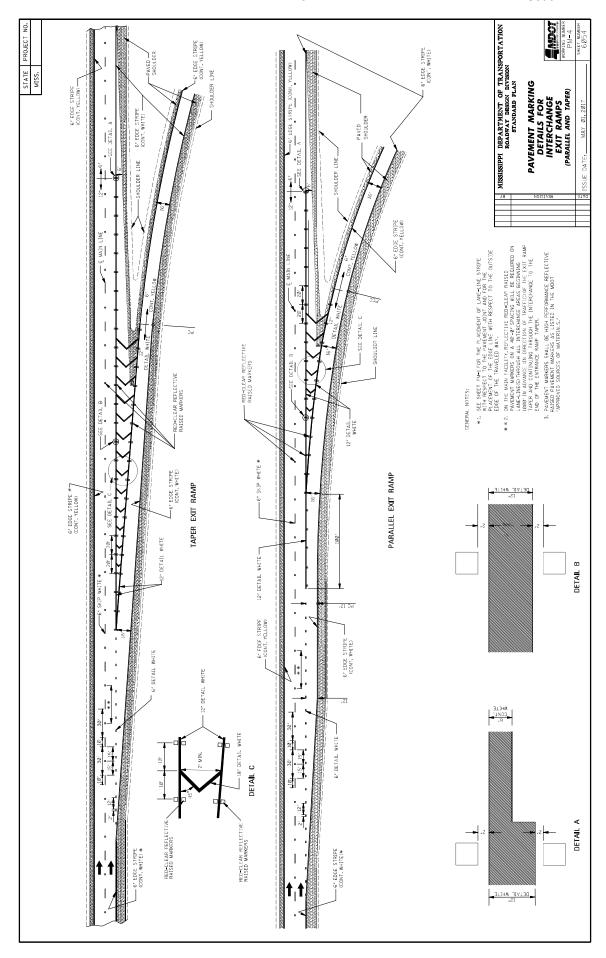
MDOT Plans Print Shop MDOT Shop Complex, Building C, Room 114 2567 North West Street P.O. Box 1850 Jackson, MS 39215-1850 Telephone: (601) 359-7460 or FAX: (601) 359-7461

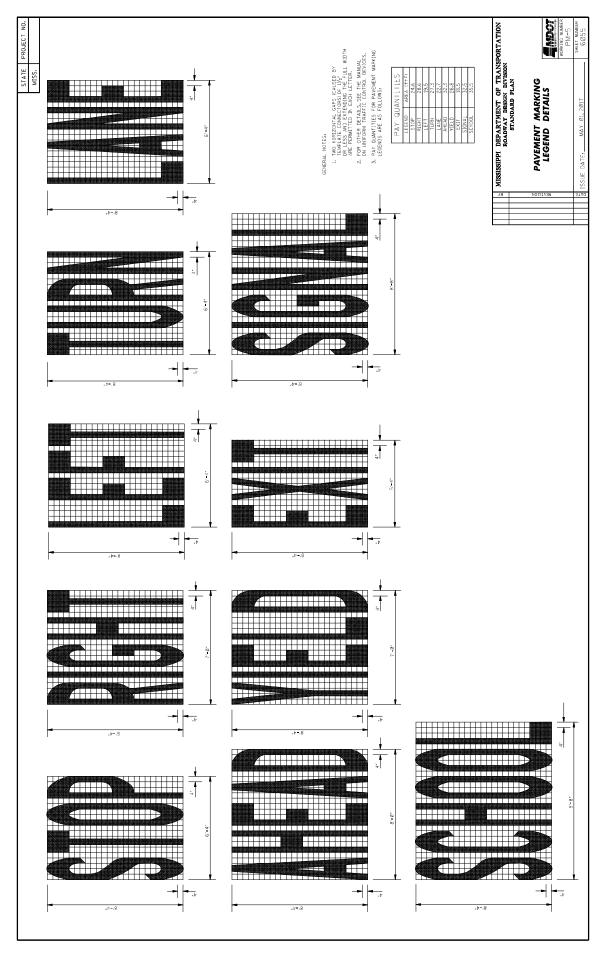
or e-mail: plans@mdot.state.ms.us

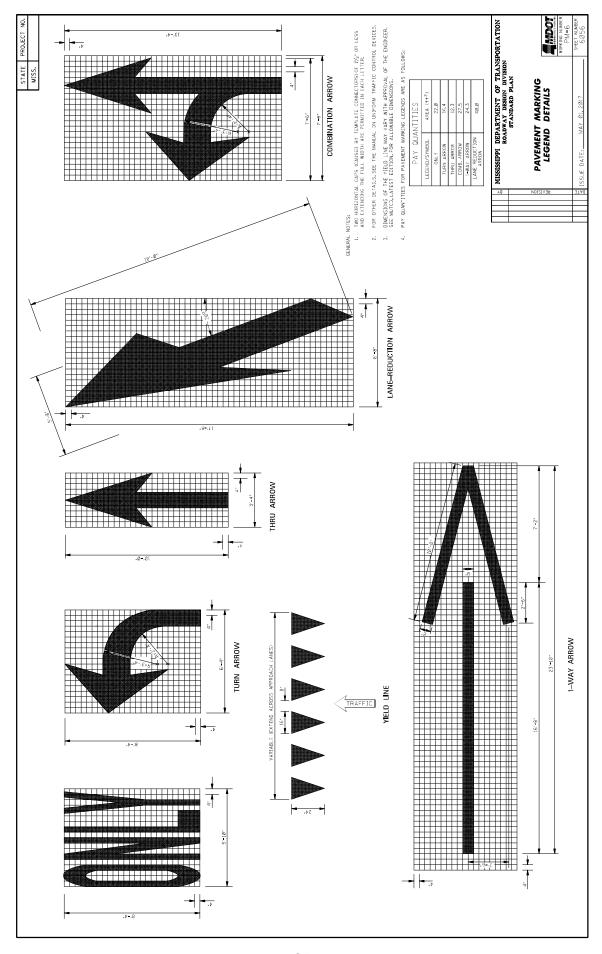


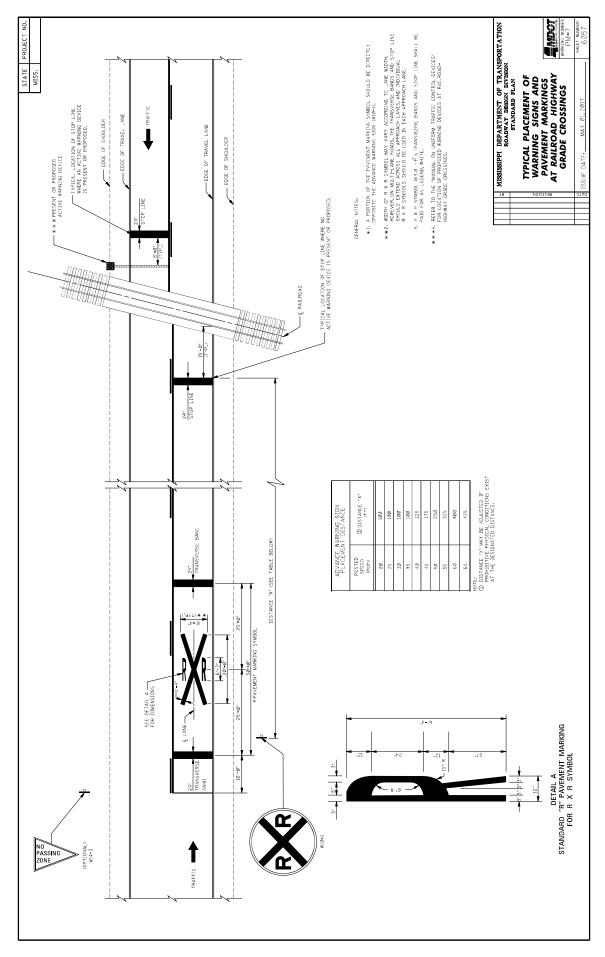


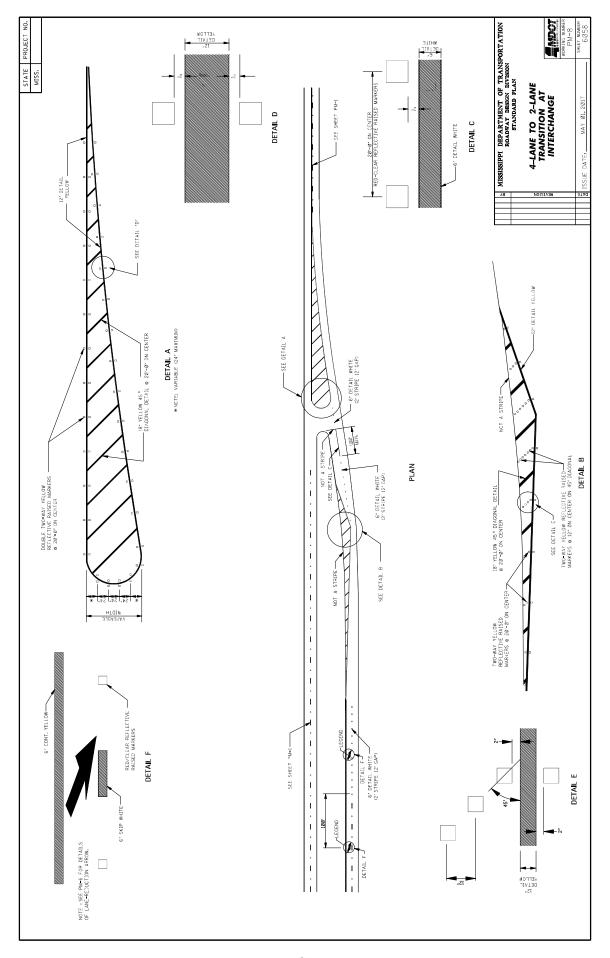


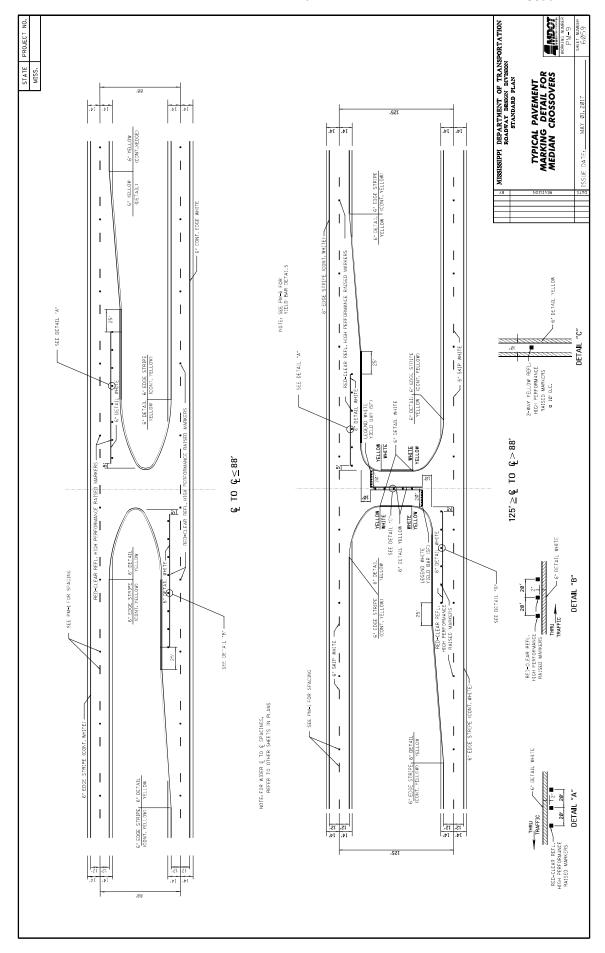


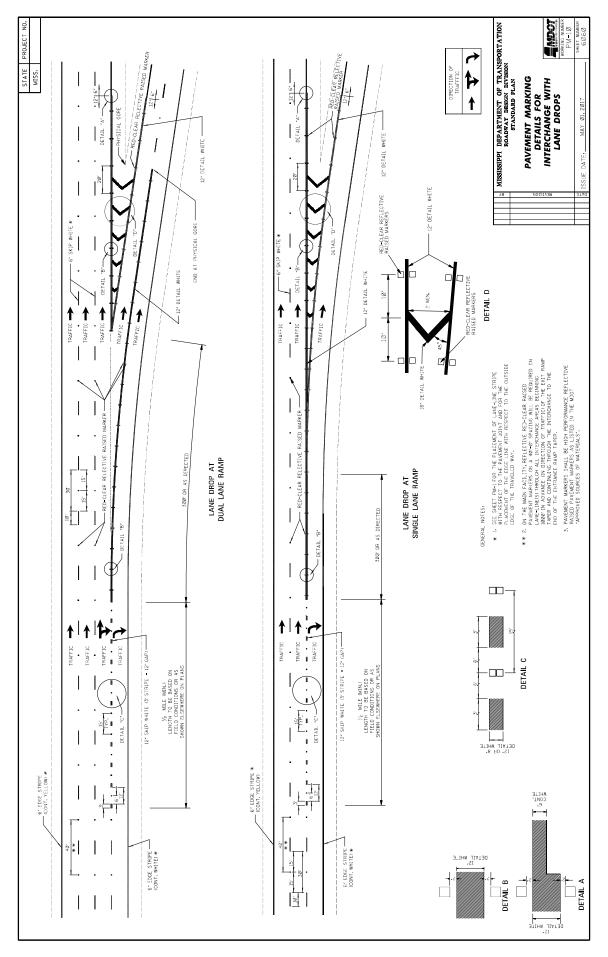


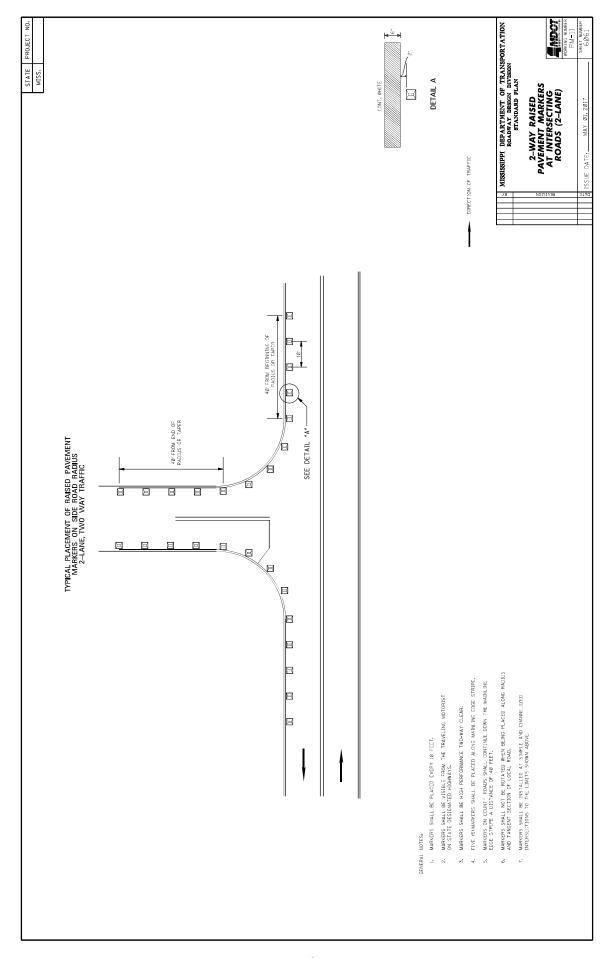


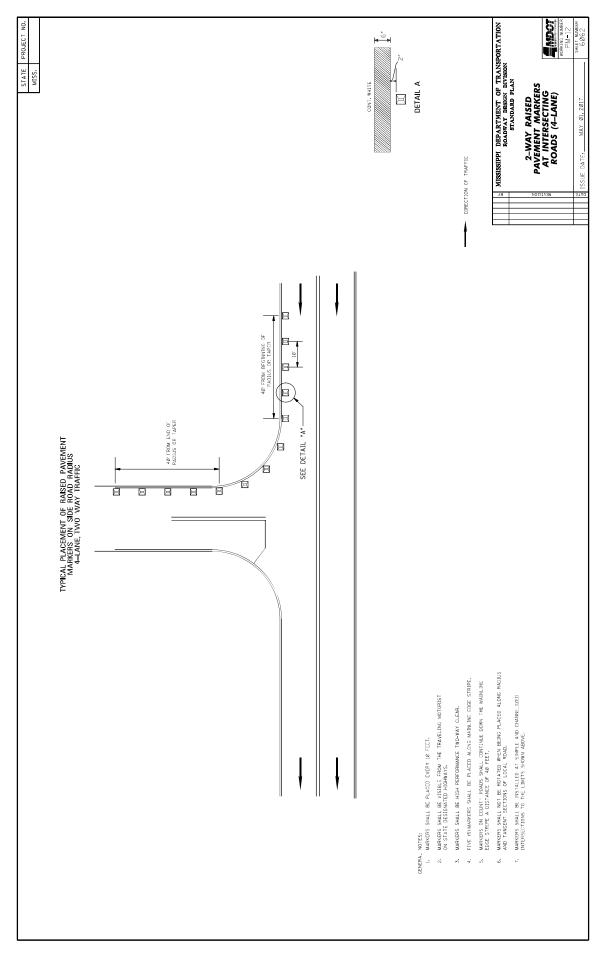


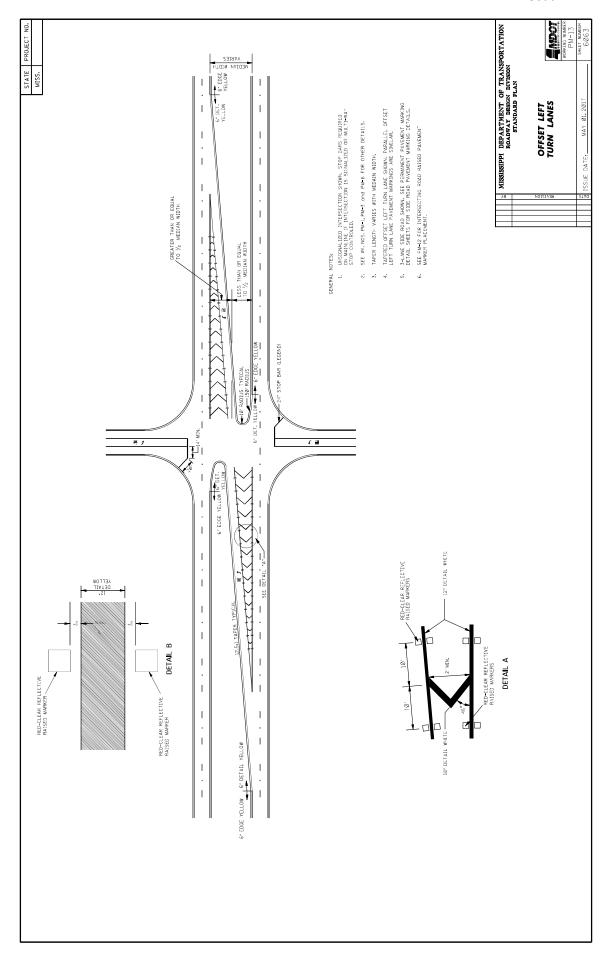


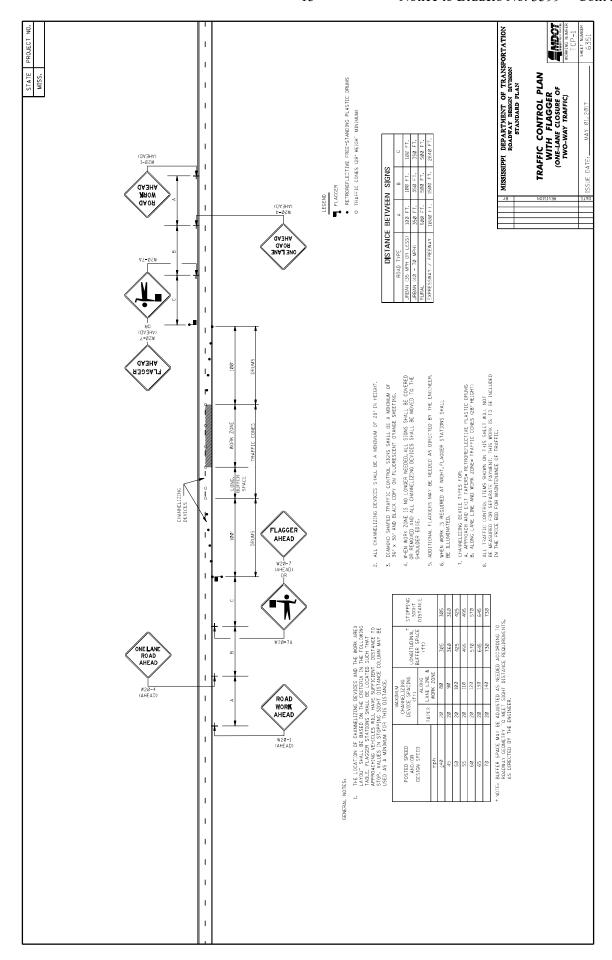


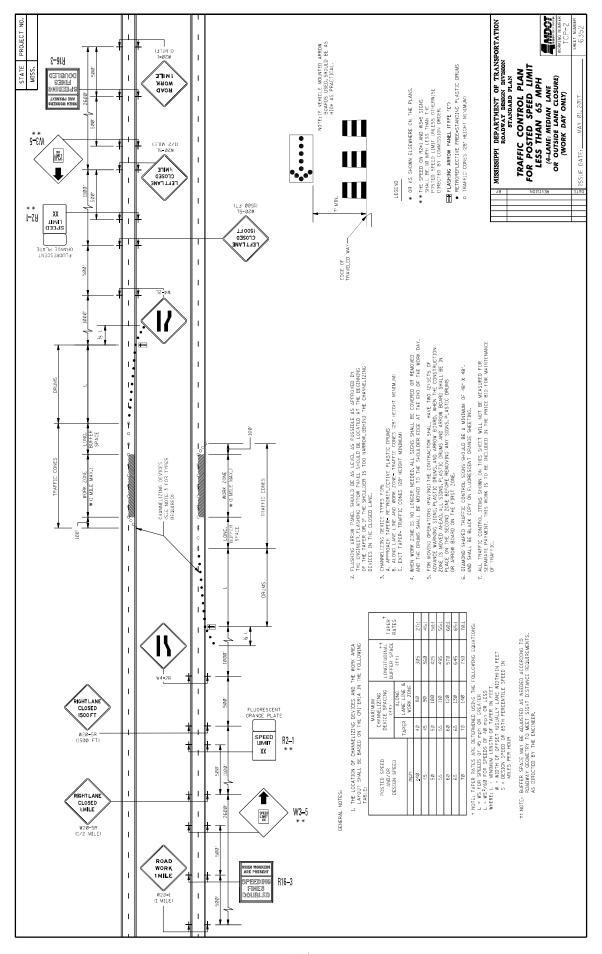


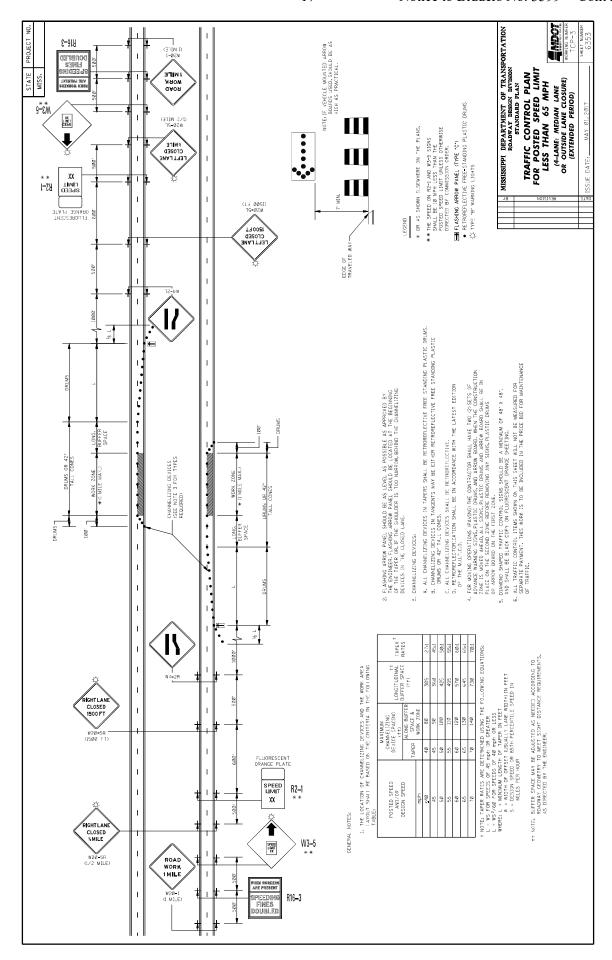


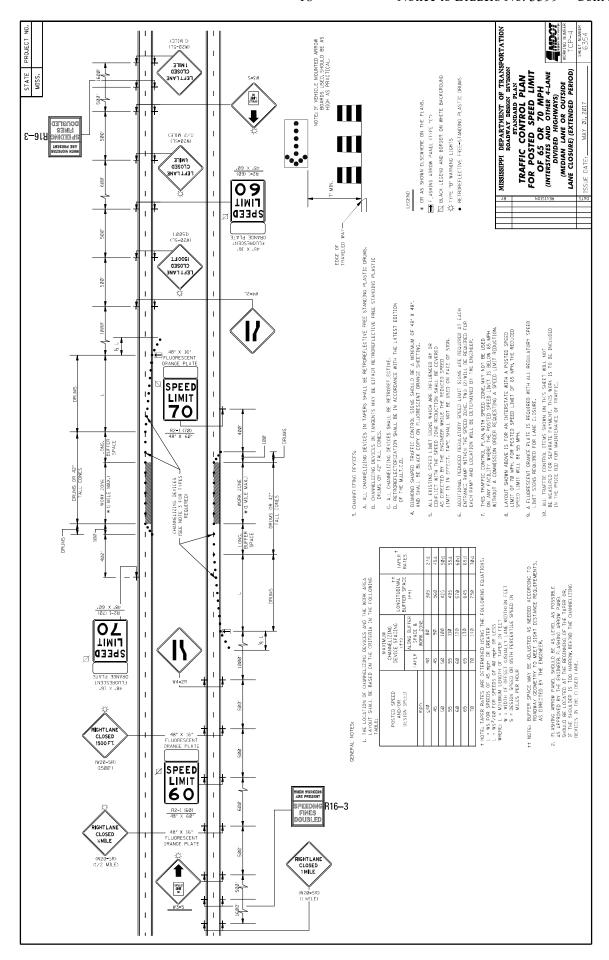


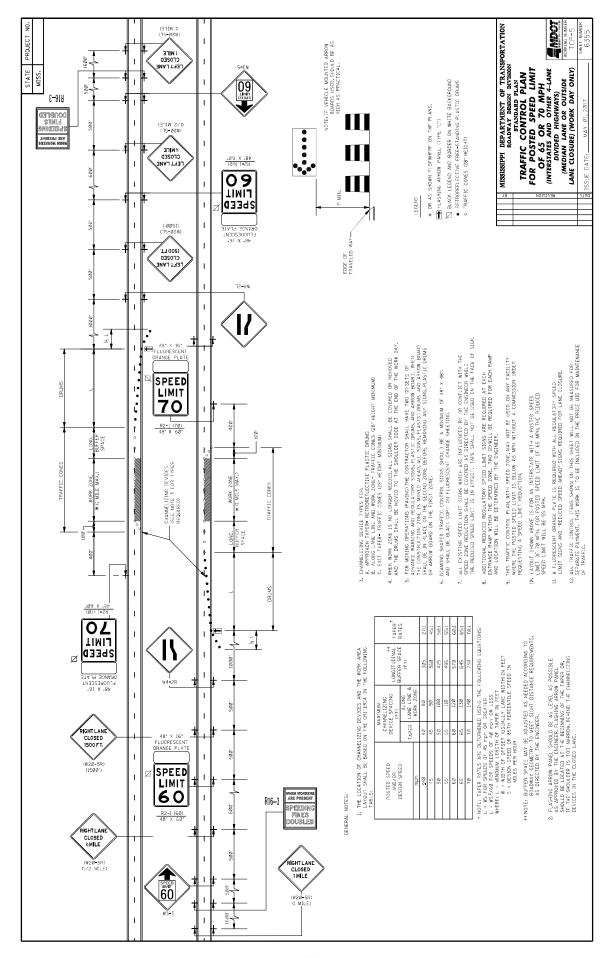


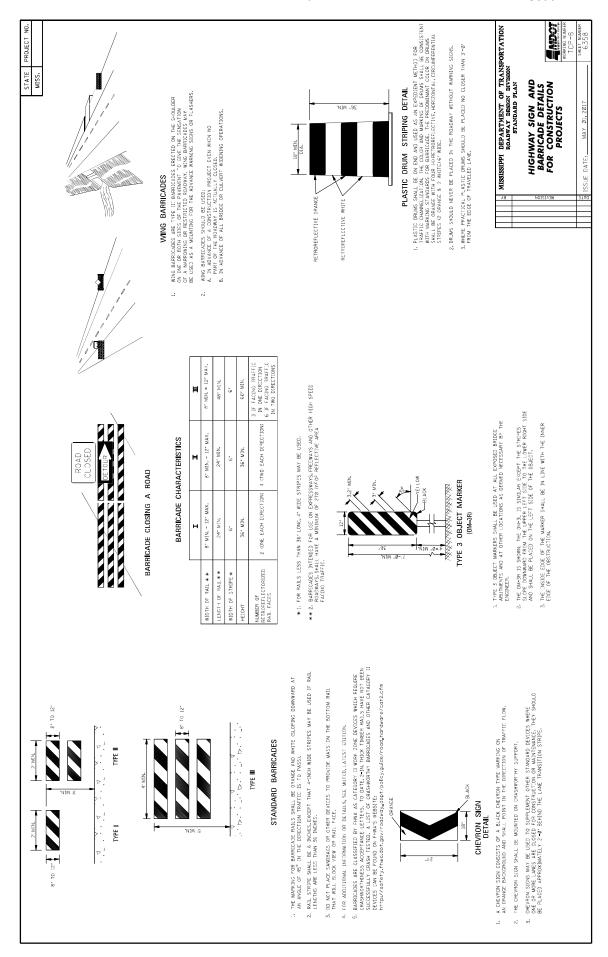


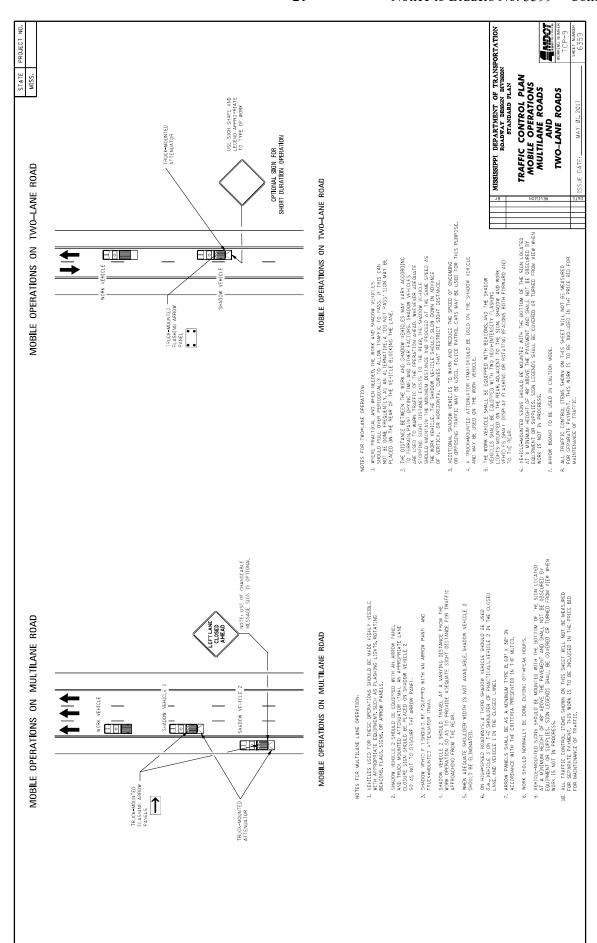


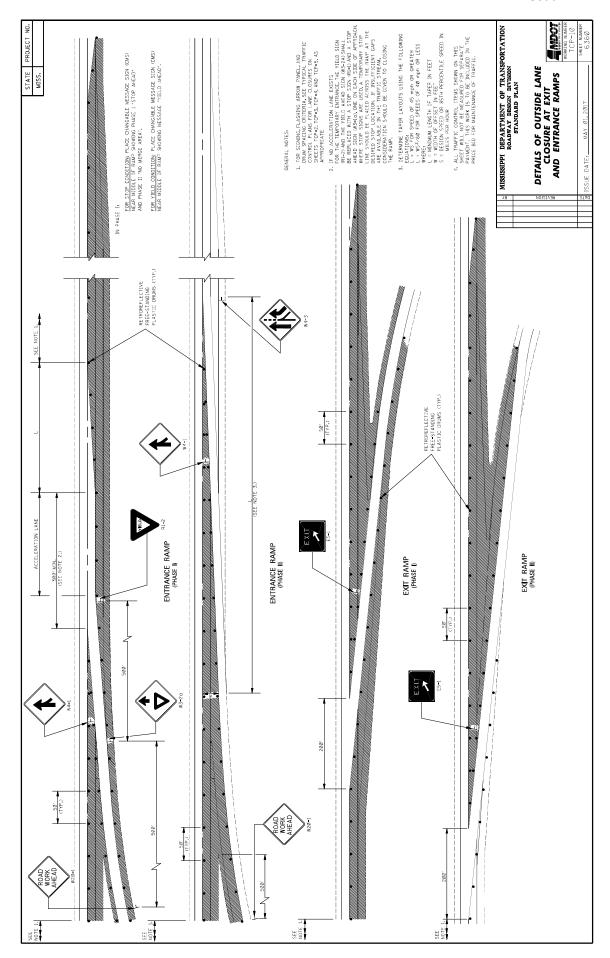


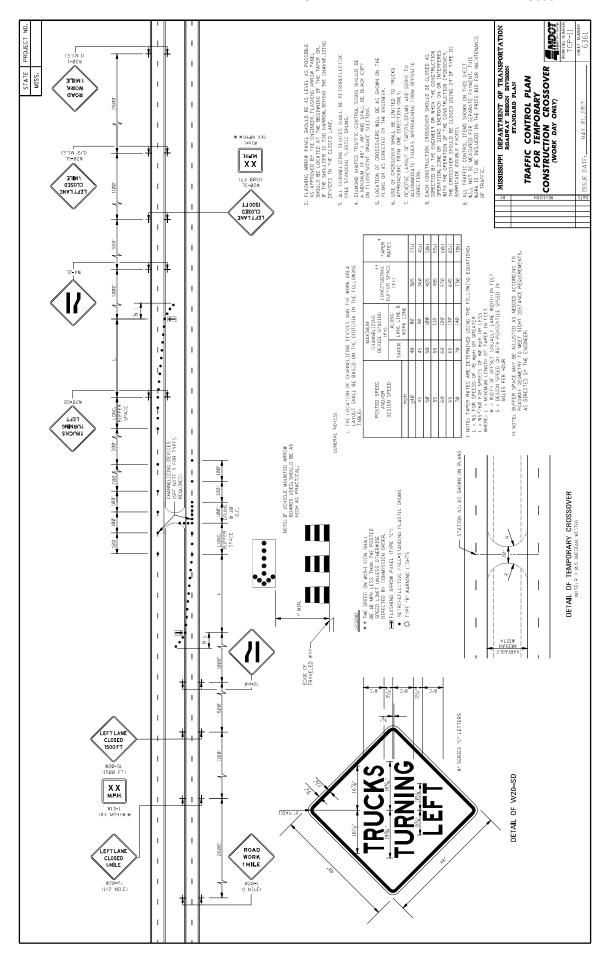


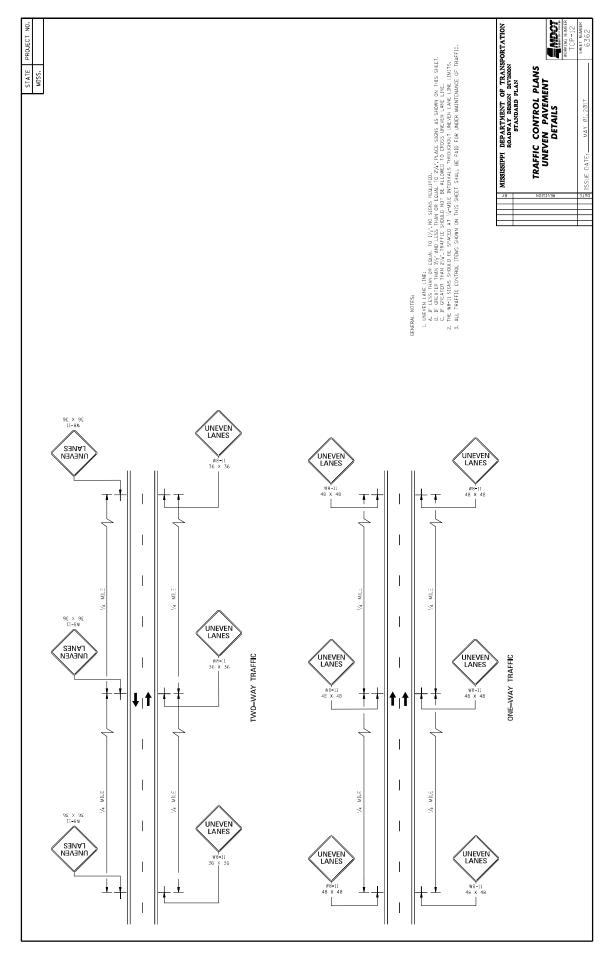


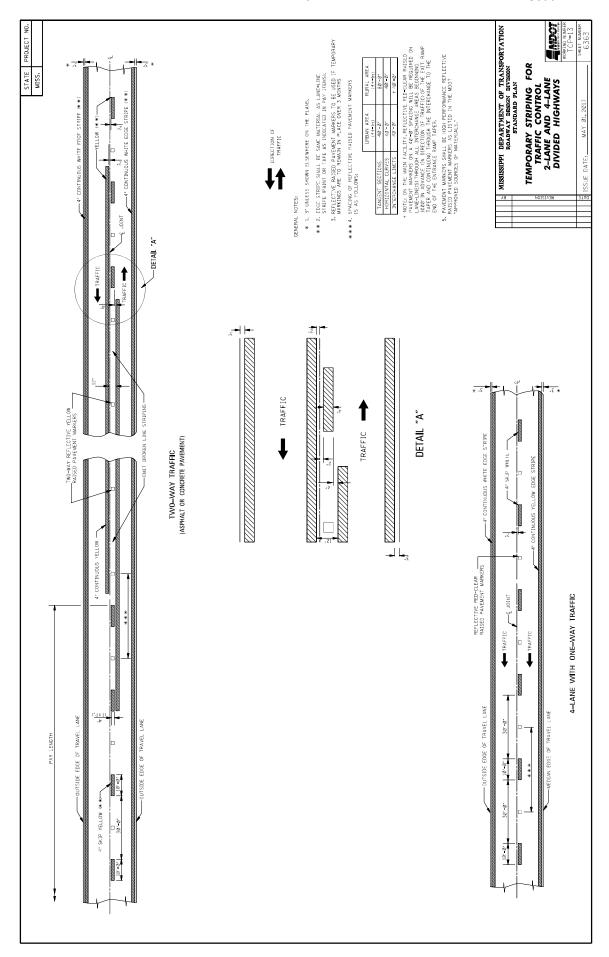


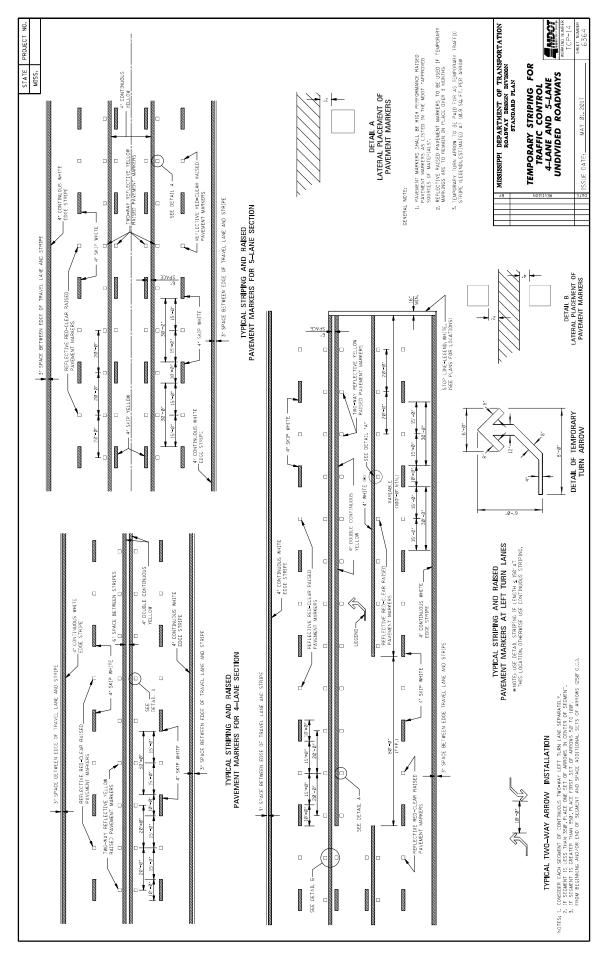


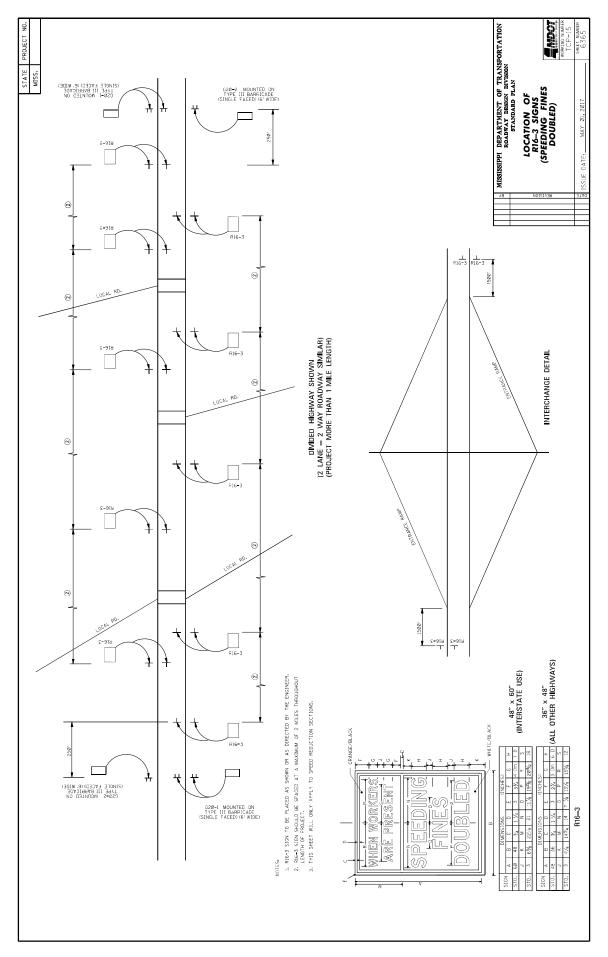


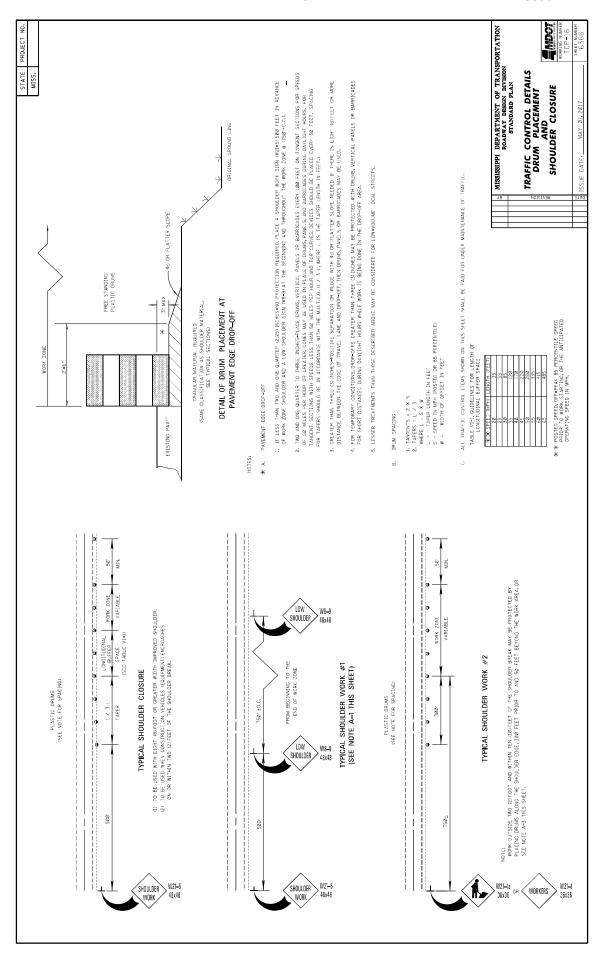


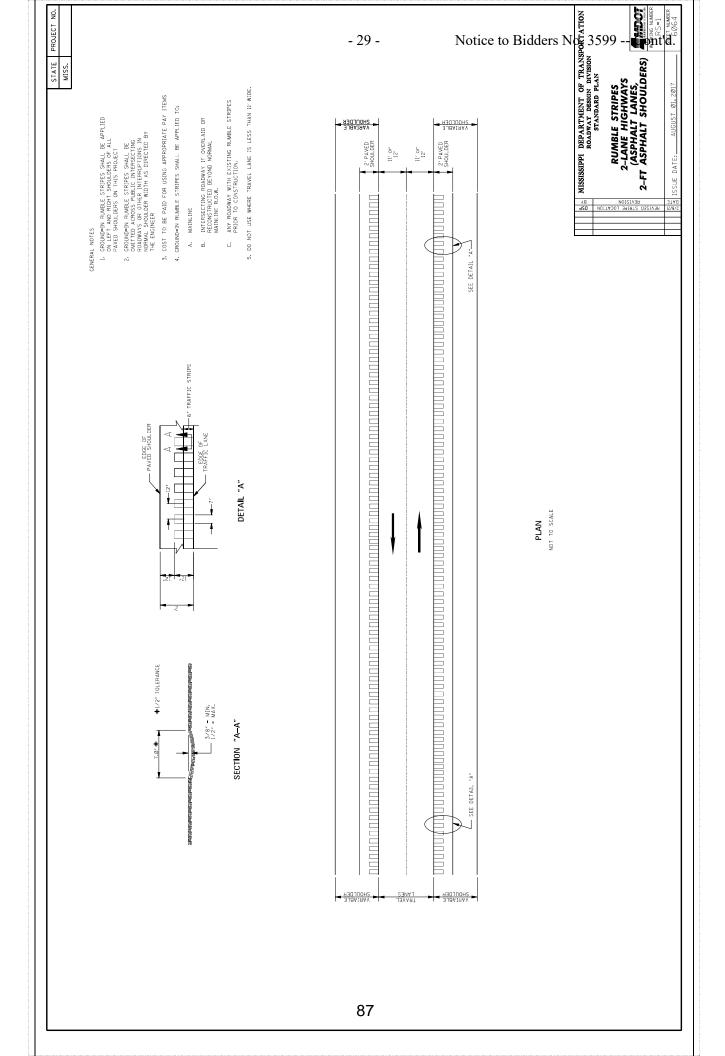


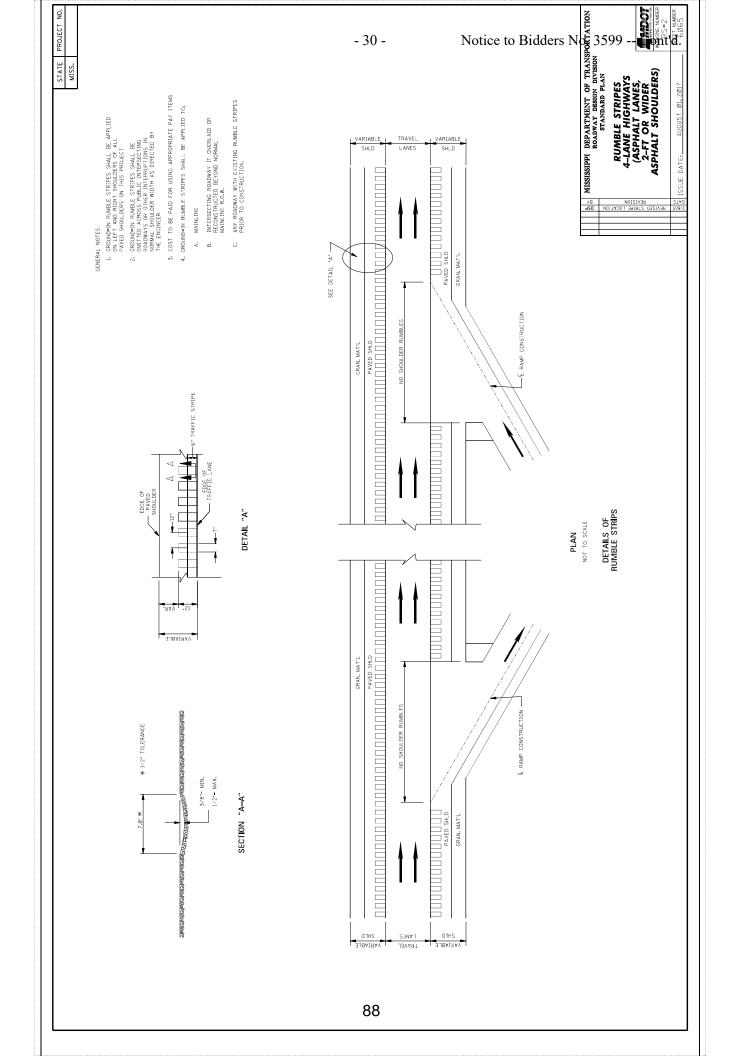


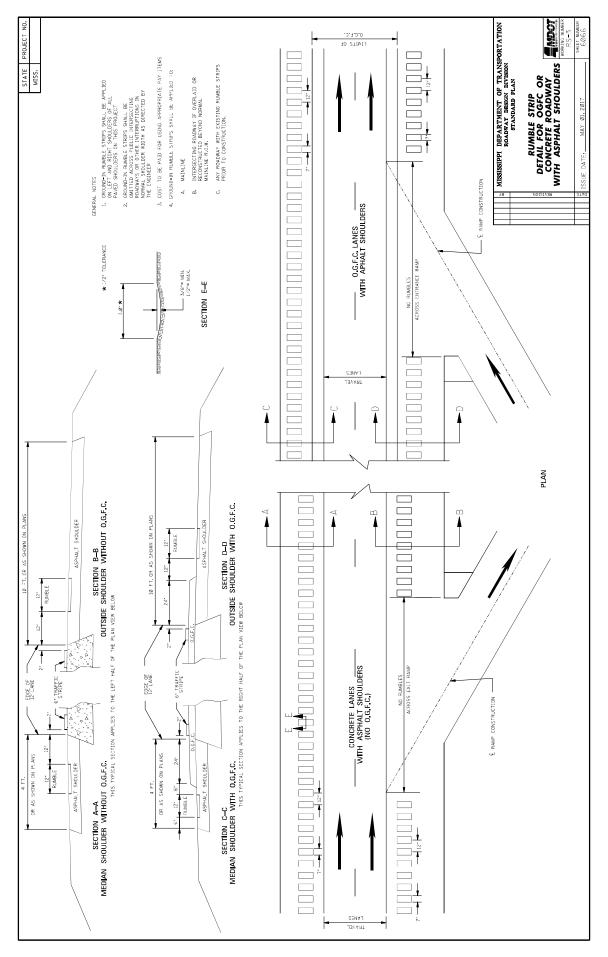












SECTION 904 - NOTICE TO BIDDERS NO. 3676 CODE: (SP)

DATE: 09/21/2021

SUBJECT: Asphalt Gyratory Compactor Internal Angle Calibration

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

CODE: (SP)

SECTION 904 - NOTICE TO BIDDERS NO. 3713

DATE: 11/02/2021

SUBJECT: Fabrication Schedule

Bidders are hereby advised that on projects with structural steel girders, disc bearings, steel finger joints, overhead sign trusses, and modular joints, fabricators shall provide in writing a fabrication schedule no later than the preconstruction conference.

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

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

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

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

DATE: 03/23/2022

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

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

Bidders are also advised that prior to the award of this contract, they <u>MUST</u> be registered, active, and have no active exclusions in the System for Award Management.

SECTION 904 - NOTICE TO BIDDERS NO. 4125 CODE: (SP)

DATE: 03/15/2022

SUBJECT: Contract Time

PROJECT: NH-0009-04(038) / 107958301 & NH-0009-04(039) / 107958302

Coahoma County

The completion of work to be performed by the Contractor for this project will not be a specified date but shall be when all allowable working days are assessed, or any extension thereto as provided in Subsection 108.06. It is anticipated that the Notice of Award will be issued no later than <u>May 10, 2022</u> and the date for Notice to Proceed / Beginning of Contract Time will be <u>June 09, 2022</u>.

Should the Contractor request a Notice to Proceed earlier than <u>June 09, 2022</u> and it is agreeable with the Department for an early Notice to Proceed, the requested date will become the new Notice to Proceed date. Regardless of whether or not an early Notice to Proceed is granted, contract time will start at the original Notice to Proceed date.

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

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

SECTION 904 - NOTICE TO BIDDERS NO. 4126

DATE: 03/15/2022

SUBJECT: Specialty Items

PROJECT: NH-0009-04(038)/107958301 & NH-0009-04(039)/107958302 - COAHOMA

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
0070	202-B240	Removal of Traffic Stripe

CATEGORY: FENCE, GATES

Line No	Pay Item	Description
0300	607-A001	31.5" Type"A" Woven Wire Fence, w/ Barbed Wire as Shown
0310	607-P1007	Line Post, 7' Tee Post Steel
0320	607-P1021	Line Post, 10' Tee Post Steel
0330	607-P2009	Brace Post, 8' x 6" Timber
0340	607-Z001	Concrete Anchors

CATEGORY: GUARDRAIL, GUIDERAIL

Line No	Pay Item	Description
0240	606-B002	Guard Rail, Class A, Type 1, 'W' Beam
0250	606-C001	Guard Rail, Cable Anchor Type 1, Metal Post
0260	606-D019	Guard Rail, Bridge End Section, Type H
0270	606-D022	Guard Rail, Bridge End Section, Type I
0280	606-E005	Guard Rail, Terminal End Section, Flared
0290	606-E007	Guard Rail, Terminal End Section, Non-Flared

CATEGORY: MISCELLANEOUS/ SPECIALTY WORK ITEMS

Line No	Pay Item	Description
0210	423-A001	Rumble Strips, Ground In

CATEGORY: PAVEMENT STRIPING AND MARKING

Line No	Pay Item	Description
0450	626-A001	6" Thermoplastic Double Drop Traffic Stripe, Skip White
0460	626-B002	6" Thermoplastic Double Drop Traffic Stripe, Continuous White
0470	626-D002	6" Thermoplastic Double Drop Traffic Stripe, Skip Yellow
0480	626-E001	6" Thermoplastic Double Drop Traffic Stripe, Continuous Yellow
0490	626-G004	Thermoplastic Double Drop Detail Stripe, White
0500	626-G005	Thermoplastic Double Drop Detail Stripe, Yellow

CATEGORY: PAVEMENT STRIPING AND MARKING

Pay Item	Description
626-H001	Thermoplastic Double Drop Legend, White
626-H002	Thermoplastic Double Drop Legend, White
627-J001	Two-Way Clear Reflective High Performance Raised Markers
627-K001	Red-Clear Reflective High Performance Raised Markers
627-L001	Two-Way Yellow Reflective High Performance Raised Markers
	626-H001 626-H002 627-J001 627-K001

CATEGORY: SURVEY AND STAKING

Line No	Pay Item	Description
0730	699-A001	Roadway Construction Stakes

CATEGORY: TRAFFIC CONTROL - PERMANENT

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	Line No	Pay Item	Description
	0560	630-A001	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness
	0570	630-A003	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness
	0580	630-A005	Standard Roadside Signs, Sheet Aluminum, 0.1" Thickness
	0590	630-B002	Interstate Directional Signs, Bolted Extruded Aluminum Panels, Ground Mounted
	0600	630-C001	Square Tube Posts, 4.0 lb/ft
	0610	630-C004	Square Tube Posts, 9.0 lb/ft
	0620	630-C005	Square Tube Posts, 2.0 lb/ft
	0630	630-C1001	Square Post Inner Sleeve
	0640	630-F002	Delineators, Flexible Post Mounted, Crossover, Type I, Yellow
	0650	630-F003	Delineators, Flexible Post Mounted, Crossover, Type II
	0660	630-F006	Delineators, Guard Rail, White
	0670	630-F007	Delineators, Guard Rail, Yellow
	0680	630-F010	Delineators, Post Mounted, Double White
	0690	630-F011	Delineators, Post Mounted, Double Yellow
	0700	630-F012	Delineators, Post Mounted, Single White
	0710	630-F013	Delineators, Post Mounted, Single Yellow
	0720	630-G004	Type 3 Object Markers, OM-3R or OM-3L
	0740	907-630-E003	Structural Aluminum Angles & Bars, Aluminum Sign Bracing
	0750	907-630-PP002	Roadside Directional Signs, Sheet Aluminum, 0.125" Thickness, Ground Mounted

CATEGORY: TRAFFIC CONTROL - TEMPORARY

0370 619-A1001 Temporary Traffic Stripe, Continuous White 0380 619-A2001 Temporary Traffic Stripe, Continuous Yellow 0390 619-A3001 Temporary Traffic Stripe, Skip White 0400 619-A4001 Temporary Traffic Stripe, Skip Yellow 0410 619-A5001 Temporary Traffic Stripe, Detail 0420 619-A6001 Temporary Traffic Stripe, Legend	Line No	Pay Item	Description
0390 619-A3001 Temporary Traffic Stripe, Skip White 0400 619-A4001 Temporary Traffic Stripe, Skip Yellow 0410 619-A5001 Temporary Traffic Stripe, Detail	0370	619-A1001	Temporary Traffic Stripe, Continuous White
0400 619-A4001 Temporary Traffic Stripe, Skip Yellow 0410 619-A5001 Temporary Traffic Stripe, Detail	0380	619-A2001	Temporary Traffic Stripe, Continuous Yellow
0410 619-A5001 Temporary Traffic Stripe, Detail	0390	619-A3001	Temporary Traffic Stripe, Skip White
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	0400	619-A4001	Temporary Traffic Stripe, Skip Yellow
0420 619-A6001 Temporary Traffic Stripe, Legend	0410	619-A5001	Temporary Traffic Stripe, Detail
	0420	619-A6001	Temporary Traffic Stripe, Legend

CATEGORY: TRAFFIC CONTROL - TEMPORARY

Line No	Pay Item	Description
0430	619-A6002	Temporary Traffic Stripe, Legend

SECTION 904 - NOTICE TO BIDDERS NO. 4127

CODE: (SP)

DATE: 03/14/2022

SUBJECT: Scope of Work

PROJECT: NH-0009-04(038) / 107958301 & NH-0009-04(039) / 107958302

Coahoma County

The contract documents do not include an official set of construction plans but may, by reference; include some Standard Drawings when so specified in a Notice to Bidders entitled, "Standard Drawings".

The work to be accomplished using the pay items and corresponding specifications set forth in this contract is for overlaying US Highway No.61/49 beginning at a point 0.6 miles south of SR 161 and going northerly approximately 12 miles to Eagles Nest Road in Coahoma County.

Section 1: 0.6 miles S/O SR 161 (MP:5.231) to SR 149@US 49 (MP:9.200)

Section 2: SR 149@US 49(MP:9.200) to 0.224 miles S/O Eagles Nest Road (MP:19.235)

It shall be the responsibility of the Contractor to protect the roadway and all existing structures, such as bridges and curb, from damage occurring as a result of the Contractor's operations. Damages to existing features caused by the Contractor's operations shall be repaired or replaced at no cost to the Department.

At bridge ends and at the end of work day, a taper of one vertical inch (1") for each three horizontal feet (3") shall be provided.

The Contractor shall make a utility location request to 811 prior to any excavation, except for trench widening or pavement removal/repair.

In order to expedite the safe movement of traffic and to protect each phase of the work as it is performed, a firm sequence of operations is essential. The work shall be begun and continually prosecuted.

The work shall consist of the following:

- 1. Repair failed areas using the following:
 - 202-B, Removal of Asphalt Pavement, All Depths for pavement structure
 - 202-B, Removal of Concrete Pavement w/Variable Depth Overlay for pavement structure
 - 203-G, Excess Excavation for material below the pavement structure
 - 403-A, 19-mm, ST, Asphalt Pavement

• 304-F, Crushed Stone – to be used to replace unsuitable material below the 1-foot limit.

NOTE: Failed areas are estimated as one foot (1') of excavation and backfilled with one foot (1') (maximum 3½" lifts) of 19-mm, ST, asphalt. The asphalt shall be placed per the Project Engineer's instructions. Saw cuts of pavement shall be required.

NOTE: Failed areas are to be backfilled the same day as excavation.

Station	Side		Width	Length	Asphalt	Concrete	
Station	Lt	Rt.	(ft)	(ft)	Area (SY)	Area (SY)	
US Highwa	ıy 49						
614+50	X	X	8	6	5.33	13.33	
605+00	X		4	8	3.56	8.89	
600+80	X	X	8	6	5.33	13.33	
597+50	X	X	8	25	22.22	55.56	
591+85	X	X	8	6	5.33	13.33	
587+50	X		4	6	2.67	6.67	
584+10	X		4	6	2.67	6.67	
583+00	X		4	15	6.67	16.67	
581+30	X	X	8	10	8.89	22.22	
575+10	X	X	8	6	5.33	13.33	
571+50	X		4	6	2.67	6.67	
570+20	X		4	6	2.67	6.67	
568+00	X	X	8	6	5.33	13.33	
567+80	X	X	8	6	5.33	13.33	
US Highwa	US Highway 61/49						
510+05		X	28	50	155.56		
	-	-	-	Total	239.56	210.00	

2. Fine milling operation shall be performed on the mainline, local roads, crossovers, intersections, guardrail pads, ramps and driveway pads. The Department will retain 10,000 tons of the milling material. The Contractor will deliver 3,000 tons of the milling material to the Coahoma County Maintenance Shop located at 16575 Highway 61 North in Lyon and 7,000 tons to the Quitman County Maintenance Shop located at 1799 Highway 6 West in Marks. The Contractor shall provide all necessary equipment and qualified personnel to push material into a suitable stockpile.

Location	Sta	tion	Length	Width	Depth	Area	
Location	Begin	End	Feet	Feet	Inches	SY	
US 61 NB	276+00	482+31	19,457 (1)	28	2	60,533	
US 61 SB	276+00	482+31	19,457 (1)	28	2	60,533	
US 61 NB	482+31	666+43	18,243 (2)	28	2	56,756	
US 61 SB	482+31	666+43	18,243 (2)	28	2	56,756	
US 61 NB	669+78	770+06	10,028	28	2	31,198	
US 61 SB	669+78	770+06	10,028	28	2	31,198	

2	

US 61 NB	246+81	384+00	13,600 (3)	28	2	42,311
US 61 SB	246+81	384+00	13,600 (3)	28	2	42,311
US 49	567+27	618+60	5,133	Var.	1 1/2	30,950
New Africa Rd	20+94	47+50	2,256	Var.	1 1/2	10,656
12 Crossovers (61)					2	15,400
Crossovers (49)					2	4,200
6 Chan. Int.					2	13,500
Local Roads					1 1/2	5,400
Ramps (New Africa)					1 1/2	15,800
Ramps (49)					2	27,300
Ramps (6)					2	19,500
Guard Rail Pads						5,250
Total						529,552

- (1) 1,174 feet of bridge deck removed from length.
- (2) 169 feet of bridge deck removed from length.
- (3) 119 feet of bridge deck removed from length.
- 3. The Contractor shall place ¾" and variable of 9.5-mm, Leveling asphalt for the leveling of the mainline, ramps and crossovers.

Location	Stat	tion	Type	Area	Asphalt
Location	Begin	End	Mix	SY	Tons
US 61 NB	276+00	482+31	MT	60,533	2,750
US 61 SB	276+00	482+31	MT	60,533	2,750
US 61 NB	482+31	666+43	MT	56,756	2,580
US 61 SB	482+31	666+43	MT	56,756	2,580
US 61 NB	669+78	770+06	HT	31,198	1,420
US 61 SB	669+78	770+06	HT	31,198	1,420
US 61 NB	246+81	384+00	HT	42,311	1,925
US 61 SB	246+81	384+00	HT	42,311	1,925
US 49	567+27	618+60	MT	30,950	1,410
New Africa Rd (NA)	20+94	47+50	ST	10,656	500
Ramps (NA)			ST	15,785	675
Ramps (49)			ST	27,269	1,150
Ramps (6)			ST	19,484	850
Crossovers			HT	15,360	650

Mix Type	Tons
ST	3,175
MT	12,070
HT	7,340

4. The Contractor shall place surface course on the previous leveled surface.

Location	Sta	tion	Type Mix	Area	Thickness	Asphalt
Location	Begin	End		SY	Inches	Tons
US 61 NB	276+00	482+31	12.5-mm, MT	60,533	2	6,700
US 61 SB	276+00	482+31	12.5-mm, MT	60,533	2	6,700
US 61 NB	482+31	666+43	12.5-mm, MT	56,756	2	6,275
US 61 SB	482+31	666+43	12.5-mm, MT	56,756	2	6,275
US 61 NB	669+78	770+06	12.5-mm, HT	31,198	2	3,450
US 61 SB	669+78	770+06	12.5-mm, HT	31,198	2	3,450
US 61 NB	246+81	384+00	12.5-mm, HT	42,311	2	4,675
US 61 SB	246+81	384+00	12.5-mm, HT	42,311	2	4,675
US 49	567+27	618+60	12.5-mm, MT	27,536	11/2	2,275
New Africa Rd (NA)	20+94	47+50	9.5-mm, ST	10,656	11/2	900
Ramps (NA)			9.5-mm, ST	15,785	11/2	1,325
Ramps (49)			12.5-mm, ST	27,269	2	3,025
Ramps (6)			12.5-mm, ST	19,484	2	2,200
Crossovers (61)			12.5-mm, HT	15,360	2	1,700
Crossovers (49)			12.5-mm, MT	4,166	2	475
Chan. Int. (61)			12.5-mm, HT	5,588	2	625
Cha, Int. (NA)			9.5-mm, ST	7,900	11/2	675
Guard Rail Pads (61)			12.5-mm, MT	4,300	2	475
Guard Rail Pads (NA)			9.5-mm, ST	942	11/2	100
Side Road (NA)			9.5-mm, ST	1,289	11/2	125
Side Road (61)			12.5-mm, HT	4,100	2	475

Mix Type	Tons
9.5-mm, ST	3,125
12.5-mm, ST	5,225
12.5-mm, MT	29,175
12.5-mm, HT	19,050

NOTE: Contractor shall saw and seal the transverse joint on US Highway 49 surface course.

5. The Contractor shall place granular material on the shoulders as directed to raise the existing shoulders to the new surface course grade.

NOTE: Shoulders shall be bladed, shaped and compacted throughout the length of the project regardless of whether granular material is required.

NOTE: Granular material not required for the final shape of the shoulders may require removal under the pay item for excess excavation and may include small amounts of asphalt.

NOTE: Due care shall be taken during this operation to blade material to the roadway and away from the ditch line. Material inadvertently bladed to the roadway vegetation shall be removed at no cost to the Department.

- 5 -
- 6. The existing fence along US Highway 61 and US Highway 49 shall be removed and replaced. Removal of fence and any required clearing will be paid under pay item 201-A: Clearing and Grubbing
- 7. Temporary traffic stripe shall be placed daily as per Section 618 of the Standard Specifications.
- 8. Guardrails shall be removed and replaced at the following bridge location:

BR#	Guardrail Installation	Bridge Section Type I	Bridge Section Type H	Terminal Section Flared	Terminal Section Non - Flared	Cable Anchor Type I
256.8A&B	722	4	-	4	-	-
258.3A&B	1774	12		4		
258.4A&B	1//4	12	1	4	-	-
262.0A&B	572	-	4	4	-	-
264.4 A&B	628	-	4	4	-	-
New Africa Rd	443	4	-	4	-	-
US 49 Ramp	438	-	-	3	3	2
Total	4577	20	8	23	3	2

BR#	Single White	Single Yellow
	Delineators	Delineators
256.8A&B	18	18
258.3A&B	30	30
258.4A&B	30	30
262.0A&B	18	17
264.4 A&B	18	18
New Africa Rd	26	0
US 49 Ramp	-	18
Total	110	101

NOTE: Removal of guard rail will be paid under pay item 202-B: Removal of Guard Rail, Including Rails, Posts and Terminal Ends and shall include the removal of guard rail, post, terminal sections, bridge end sections, and cable anchors.

- 9. Delineators shall be removed and replaced per the attached table.
- 10. Rumble strips for rumble stripe shall be installed on the outside of edge of the roadway.
- 11. Permanent pavement markings (double drop thermoplastic striping, two-way clear reflective high performance raised markers, red-clear reflective high performance raised markers and two-way yellow reflective high performance raised markers) shall be installed as required. A 6-inch thermoplastic stripe shall be placed on the inside six inches (6") of

the rumble strip using an atomization method to create a "rumble strip." There are 1,797 feet of bridge decks.

12. The Contractor shall remove existing signs and post, and install permanent signs and post. A list of signs and locations are attached. Existing sign will become the property of the Department. Signs will be delivered to the maintenance shop located on US Highway 51 in Batesville. All signs and hardware shall be removed from post prior to delivery. All hardware and footings required for the erection of new signs and post shall be absorbed in other items of work.

The cost of removal of signs and U-channel posts shall be absorbed in the cost of other items bid.

The Contractor shall provide all signs and traffic handling devices necessary to safely maintain traffic around or through the work areas.

Incidental work such as removing vegetation, shaping and compaction of shoulder, necessary and incidental grading of roadway ditches and other incidental work that is necessary to complete the work will not be measured for separate payment and the cost will be included in the bid items provided.

The Engineer may direct the use of additional cones at County roads or intersections within lane closures and will be absorbed in pay item 618-A: Maintenance of Traffic.

Notes	Crossover	Crossover	Crossover	CR by dolf collise	CR by dolf coluse (same post as 36" stop)	CR by dolf coluse (same post as 36" stop)	CR by golf course (same post as 36" stop)	remove not necessary	Crossover	NB Route Tree (reuse existing pipe post)	NB Route Tree (reuse existing pipe post)	NR Rollte Tree (relise existing ripe post)	ND Doute Tree (rease existing pipe post)	NB Poute Tree (reuse existing pipe post)	ND Doute Tree (reuse existing pipe post)	NB Poute Tree (reuse existing pipe post)	ND Doute Tree (reuse existing pipe post)	ND Doute Tree (reuse existing pipe post)	ND Doute Tree (reuse existing pipe post)	ND Don't Tree (Teuse existing pipe post)	ND Dough Tree (reuse existing pipe post)	ND Double Tied (Teuse existing pipe post)	ND Route Tree (reuse existing pipe post)	Crossover Remove (not necessary)	Crossover	SK 161	Crossover	Crossover (missing)	SR 161 (reuse existing pipe post)	SR 161 (replace existing pipe post)	SR 161 (replace existing pipe post) (same post as 48" stop)	SR 161 (replace existing pipe post) (same post as 48° stop)	SK 101 (replace existing pipe post) (same post as 46 stop)	011 SR 101	20.58.161	On SR 161	On SR 161	on SR 161	route tree on SR 161 (replace existing pipe post)	161 (replace existing pir	route tree on SR 161 (replace existing pipe post) (same post as US 61)	route tree on SR 161 (replace existing pipe post) (same post as US 61)	route tree on SR 161 (replace existing pipe post) (same post as US 61)	route tree on SR 161 (replace existing pipe post) (same post as US 61,	route tree on SR 161 (replace existing pipe post) (same post as US 61,	route tree on SR 161 (replace existing pipe post) (same post as US 61)	route tree on SR 161 (replace existing pipe post) (same post as US 61)	SR 161	SR 161 (same post as yield)	SR 161 Crossover	SB Route Tree (reuse existing pipe post)	SB Bauta Trac (rause existing pipe post)	SB Doute Tree (reuse existing pipe post)	SB Route Tree (reuse existing pipe post)	SB Route Tree (reuse existing pipe post)	remove not necessary	NB Route Tree (replace exsting pipe post)					
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Type 3 Object Markers																																																														
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gn Code	R1-2	R6-11	P6.41	R1-1	R6-11	T	T	R6-1L	R5-1	M1-6	M1-6	M2-1	M2 4	M3.2	Z-CIVI	M3.4	M4.	N 10	2 2	O O	NO-3	MO-1L	Mo-1L	- 62	7-12	K1-2		K6-1K		K1-1	R6-1R	K6-1L	K0-3	W1-8	W1-8	W1-8	W1-8	W1-8	M14	M14	M1-6	M5-1L	M5-1L	M6-2R	M3-2	M3-1	M3-4	K1-2	R5-1	R5-1	MI-6	M6.40	71-0M	M3-4	M3-1		M14	M14	M1-6	M3-1	M3-2	M3-2
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Notes	Reuse existing pipe post	SB Route Tree (reuse existing pipe post) (oversized sign)	Same nost as IIS 61	Across from New Africa entrance ramp	New Africa Road entrance ramp (reuse existing pipe post)	New Africa Road entrance ramp (reuse existing pipe post)	rase ex	Across from New Africa entrance ramp	Sunflower River Bridge (reuse existing pipe post)	Sunflower River Bridge	Sunflower River Bridge	Sunfower Biyer Bridge	Sunfound Divor Bridge	NB Doute Tree (reuse existing piece)	NB Doute Tree (reuse existing pipe post)	ND Doute Tree (reuse existing pipe post)	ND Doute Tree (reuse existing pipe post)	Sunflamor Divor Bridge (reuse existing pipe post)	Cannowel Islael Bringe (Tedas existing pipe post,	Clossover (same post as One Way Left)	Reuse existing pipe post	SB Poute Tree (reuse existing pipe post)	SB Boute Tree (reuse existing pipe post)	SB Boute Tree (reuse existing pipe post)	SR Route Tree (reuse existing pipe post)	SB Bouth Tree (reuse existing pipe post)	SD Doute Tree (reuse existing pipe post)	OD NOUTE THEE (TEUSE EXISTING PIPE POST)	Neural Granul gr	Spings and	Bridge Schild GG	agnia AA	IS 49 Bridge	US 49 Bridge	US 49 Bridge	US 49 Bridge	median	US 49 Exit Loop (reuse existing pipe post)	US 49 entrance ramp (reuse existing pipe post)	49 bridge (reuse existing pipe post	US 49 entrance ramp (reuse existing pipe post,	Reuse existing pipe post	US 49 exit ramp (reuse existing pipe post)	Reuse existing pipe post	Keuse existing pipe post	SR 6 Exit Ramp (reuse existing pipe post)	Across from SB 6 cetronog round	SD & entrance ramp (reuse existing pipe pact)	Sh o entrance ramp (reuse existing pipe post,	SR 6 Bridge	SR 6 Bridge	SR 6 Bridge	SR 6 entrance ramp (reuse existing pipe post)	Across from SR 6 entrance ramp	SR 6 Bridge (replace existing pipe post)	SR 6 Exit Ramp (reuse existing pipe post)	NB Route Tree	NB Route Tree	Reuse existing pipe post	Median	SB Route Tree (reuse existing pipe post) SB Route Tree (reuse existing pipe post)	
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Type 3 Object Markers										,				-															,		-	- -			-	_																-										
Sign Description	Speed Limit 65	118.61	South	One Way Right	Merge	Merge	Exit 30 mph	One Way Right	Bridge May Ice	Type 3 OM	Type 3 OM	Type 3 OM	Type 3 OM	North North	HOI III	LdSt	10.50	Pridge May loc	Viola	DIGIT POOR	Speed Limit 65	115 278	SB 322	110.64	West	Woot	VVESI	Pridae May lee	Type 3 OM	Type 3 OM	Type 3 OM	Type 3 OM	Type 3 OM	Type 3 OM	Type 3 OM	Type 3 OM	One Way Right	Ramp 30 MPH	Merge	Bridge May Ice	Merge	Speed Limit 65	Exit 30 mph	Speed Limit 65	Speed Limit 65	Ramp 30 MPH	One Way Diab	Merce Merce	Type 3 OM	Type 3 OM	Type 3 OM	Type 3 OM	Merge	One Way Right	Bridge May Ice	Exit 30 mph	US 49	North	Speed Limit 65	One Way Left	US 49 SR 161	
Sign Code	R2-1	M1-4	M3-3	R6-1R	W4-101R	W4-101R	W13-2	R6-1R	W8-13	OM-3L	OM-3R	OM-31	OM 3D	Ma 4	M2.2	M4.4	1 Z	W 12	2 - 2	7-17	P2-1	M1A	M1.	M	M3.4	t CM	MO O	MO 13	W0-13	OM 2D	OM-SI	OM-3E	OM-3I	OM-3R	OM-3L	OM-3R	R6-1R	W13-3	W4-101R	W8-13	W4-101R	R2-1	W13-2	R2-1	K2-1	W13-3	W6-13	M/ 101B	W4-101R	OM-3E	OM-3I	OM-3R	W4-101R	R6-1R	W8-13	W13-2	M1-4	M3-1	R2-1	R6-1L	M16	
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Location (Sta. #)	341+00	351+00	351+00	367+00	371+50	378+00	381+00	383+50	388+75	393+50	393+50	300+50	300+60	393+30	404+23	404+23	404+23	404+23	444129	413+00	413+00	461:55	461.30	461.30	461+50	461130	461+50	481+30	470+00	473+50	473:30	478+00	480+50	480±50	484+00	484+00	486+50	487+25	493+00	200+00	502+75	207+00	208+00	537+00	62/+25	049+00	662+60	650+50	039+30	000+30	670+00	00+029	674+00	00+089	00+089	683+00	688+50	688+50	724+00	734+75	737+00	

Notes	SB Route Tree (reuse existing pipe post)	Crossover (remove not necessary)	Crossover	Crossover	Crossover (same post as Yield)	Crossover	Rodgers Rd.	Kodgers Kd. (same post as 36" stop)	Rodgers Rd. (same post as 36" stop)	Rodgers Rd. (same post as 36" stop)	Kodgers Kd.	CR to Shady Nook (same nost as 36" stop)	CR to Shady Nook (same post as 36" stop)	CR to Shady Nook (same post as 36" stop)	Crossover @ Shady Nook	Crossover @ Shady Nook (same post as yield)	Crossover @ Shady Nook	Across from Shady Nook	Across from Shady Nook	Reuse existing pipe post	SB Route Tree	SB Route Tree (same post as SR 161)	Across from Traxit	Across from Traxit	Across from Traxit	Reuse existing pipe post	Bridge	Bridge	Bridge	Mullins-Williams Rd.	@ Mullins-Williams	Crossover @ Mullins-Williams Rd.	Crossover @ Mullins-Williams Rd. (same post as yield)	Mullins-Williams Rd. (same post as 48" stop)	Mullins-Williams Rd. (same post as 48" stop)	Mullins-Williams Rd. (same post as 48" stop)	Mullins-Williams Rd. (reuse existing pipe post)	Crossover @ Mulins-Williams Rd.	Mullins-Williams Rd.	Mullins-Williams Rd. (same post as yield)	Mullins-Williams Rd.	Mullins-Williams Rd. (same post as yield)	Mullins-Williams Kd.	Crossover @ Mullins-Williams Rd.	Crossover @ Mullins-Williams Rd. (same post as yield)	Crossover @ Mullins-Williams Rd.	Mulling Williams Bd (2000 2000)	Mullins-Williams Rd (same post as 46 stop)	Mullins-Williams Rd. (same post as 48" stop)	Crossover @ Mullins-Williams Rd.	Mullins-Williams Rd			
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Removal Pipe Post & Footing																																				-	-								•	-			,	_				
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Square Tube, 2.0 lb/lf					!	15	15	ŗ	15	15			ŗ	15	0			15	ŗ	ر د بر	5 5	15		15	TOI TO	15	15	15		6	n o	n 0	15	15	15						15	15		15			15		15				15	
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Type 3 Object Markers																														-			-																					
Sign Description	Diagonal Right	Up arrow	South	South	Wrong Way	Do Not Enter	Yield	One way Right	One Way Left	36" Stop	One Way Left	One Way Right	Divided Highway	Stop Sign Anead	One Way Left	One Way Right	Divided Highway	Yield	One Way Right	Do Not Enter	One Way Right	One Way Right	Speed Limit 65	SR 161	Jct.	One Wav Right	One Way Right	One Way Right	Bridge May Ice	Type 3 OM	Type 3 OM	Type 3 OM	Yield	Do Not Enter	Yield	One Way Right	One Way Right	One Way Left	Divided Highway	48" Stop Ahead	One Wav Left	Yield	Do Not Enter	Yield	Do Not Enter	48" Stop Anead	Yield	One Way Left	One Way Left	48" Stop	One Way Light	Divided Highway	Do Not Enter	7:01
Sign Code 8	M6-2R	M6-3	M3-3	M3-3		K5-1	R1-2	70-12 1-0	R6-1L	K1-1	K6-1L					R6-1R		1	R6-1R	+	R6-1R		R2-1	T	M2-1	R6-1R	R6-1R	R6-1R	W8-13	OM-3L	JM-3R	OM-3R	R1-2	R5-1	R1-2	R6-1R	R6-1R				R6-1L	R1-2	R5-1	R1-2	K5-1	W3-1	R1-2	R6-1L	R6-1L	R1-1	R6-11	R6-3		
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Location (Sta. #) Lo	737+00	737+00	737+00	737+00	742+00	744+75	745+25	745+25	745+25	745+50									746+25				752+50		758+00	254+00					279+00				284+25		284+25	284+25	284+25	284+25	284+75	284+75	284+75	284+75	284+75	782+00	285+00	285+00	285+00			285+25		

Notes	Reuse existing pipe post	Median	Median	Willis Circle	Willis Circle (same post as 36" stop)	Crossover @ Perry Dr. (missing)	Crossover @ Perry Dr. (missing)	Crossover @ Perry Dr. (missing)	Perry Dr.	Perry Dr. (same post as 36" stop)	Perry Dr. (same post as 36" stop)	Perry Dr. (same post as 36" stop)	Crossover @ Perry Dr. (missing)	Crossover @ cemetery (missing)	Cemetery Rd.	Cemetery Rd. (same post as 36" stop)	Cemetery Rd. (same post as 36" stop)	Cemetery Rd. (same post as 36" stop)	Crossover @ cemetery (missing)	Crossover @ cemetery (missing)	Crossover @ cemetery (missing)	Reuse existing pipe post		"Buckle up, it's the law"	Blue	Blue same post as hospital sign	Reuse existing pipe post	Mounted on back of green directional sigr	Route tree (replace existing pipe post)		Route tree (replace existing pipe post)	Route tree (replace existing pipe post)	"Buckle up, it's the law"	Reuse existing pipe post	Mounted on back of green directional sign	Mounted on bottom of green directional sign	Mounted on bottom of green directional sign		Koute tree (reuse existing pipe post)	Route free (reuse existing pipe post)	Route tree (reuse existing pipe post)	Route tree (reuse existing pipe post)	Replace existing pipe post		Reuse existing pipe post	Reuse existing pipe post	Mounted on back of green directional sigr			Mounted on back of 48" Ston Star			"Buckle up, it's the law"	Route tree (reuse existing pipe post)	Route tree (reuse existing pipe post)	Route tree (reuse existing pipe post)			
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Type 3 Object Markers																																																											
Sign Description	Bridge May Ice	One Way Right	One Way Right	36" Stop	One Way Right	Do Not Enter	One Way Right	One Way Left	36" Stop	One Way Right	One Way Left	Divided Highway	Yield	Yield	36" Stop	One Way Right	One Way Left	Divided Highway	One Way Left	One Way Right	Do Not Enter	Speed Limit 65		Buckle Up/Law	Hospital	Right Arrow	Wrong Way	Wrong Way	East	East	45 degree left arrow	45 degree left	arrow	US 278	SR 6	Buckle Up/Law	Wrong Way	Wrong Way	Hospital	Leit Arrow	Foot	East Diabt Arrow	Right Arrow	LIS 278	SR 6	48" Stop Ahead	Symbol	48" Stop Ahead	Wrong Way	Wrong Way	Keep Right of	Median Symbol	Do Not Enter	Yield	Yield	Buckle Up/Law	SR 322	US 49	Left Arrow
Sign Code	W8-13	R6-1R	R6-1R	1				R6-1L		R6-1R				R1-2	R1-1	R6-1R	R6-1L				R5-1				D9-2	M6-1RA	R5-1a	R5-1a	M3-2	M3-2	M6-2L	M6-2L		M1-4	M1-6		R5-1a	R5-1a	D9-2	MO-1LA	7-CM	M6.4D	M6-1P	M14	M1-6	W3-1a		W3-1a	R5-1a	R5-1a	R4-7	,	R5-1	R1-2	R1-2	l	M1-6		7
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Location (Sta. #)	290+00	307+50	334+00	344+00	344+00	347+00	347+50	347+50	348+00	348+00	348+00	348+00	348+00	\$2+0ZE	371+00	371+00	371+00	371+00	371+25	371+50	372+00	376+50		SR 6 NE Ramp	SR 6 NW Ramp	SR 6 NW Ramp	SR 6 NW Ramp	SR 6 NW Ramp	SR 6 NW Ramp	SR 6 NW Ramp	SR 6 NW Ramp	SR 6 NW Ramp		SR 6 NW Ramp	SR 6 NW Ramp	SR 6 SW Ramp	SR 6 SE Ramp	SR 6 SE Ramp	SR 6 SE Ramp	SK 6 SE Kamp	SH 0 SE Rallip	SK 6 SE Kamp	SR 6 SE Ramp	SR 6 SF Ramp	SR 6 SE Ramp	US 49 NW Ramp		US 49 NW Ramp	US 49 NW Ramp	US 49 NW Ramp	US 49 NW Ramp	0.000	US 49 NW Ramp	US 49 NW Ramp	US 49 NW Loop	US 49 NW Loop	US 49 NE Loop	US 49 NE Loop	US 49 NE Loop

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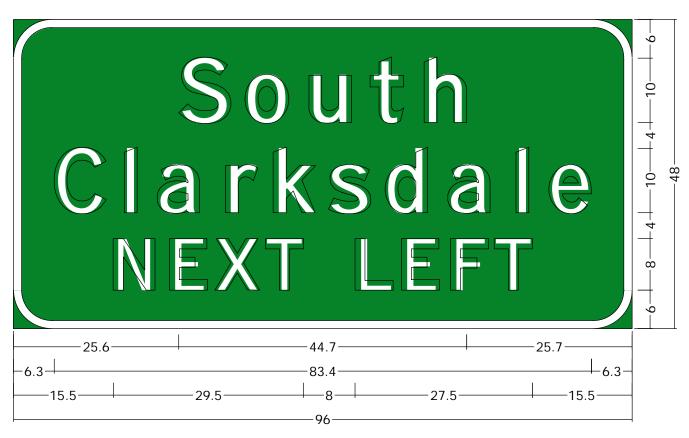
Notes	Route tree (replace existing pipe post)	Route tree (reuse existing pipe post)	Route free (reuse existing pipe post)	Route tree (reuse existing pipe post)	Route tree (reuse existing pipe post)	CR SW cuad	Route tree (reuse existing pipe post)	Route tree (reuse existing pipe post)	Route free (reuse existing pipe post)	Route free (reuse existing pipe poor)	Route tree (reuse existing pipe post)	Doubt tree (reuse existing pipe post)	Voute liee (lease existing pipe bost)	Koule Iree (reuse existing pipe post)	Koute tree (reuse existing pipe post)	Route tree (reuse existing pipe post)	resuse existing pipe post	New Africa Rd. Bridge	New Africa Rd. Bridge	Route tree (reuse existing pipe post)	(rood odld fillings poppe) pop proces	Route tree (reuse existing pipe post)			Monty Martin Rd.	,	Missing	1111111	Missing	Large reuse existing pipe post	Route tree (reuse existing pipe post)	Route tree (reuse existing pipe post)	Route tree (reuse existing pipe post)	Route free (reuse existing pipe post)	Route tree (reuse existing pipe post)		Route tree (reuse existing pipe post)	Route tree (reuse existing pipe post)	Route tree (reuse existing pipe post)	Noute use (Teuse existing pipe post) Route tree (reuse existing pipe post)	Poute free (reuse existing pipe post)	Route tree (reuse existing pipe post)	Route tree (reuse existing pipe post)	Route tree (reuse existing pipe post)														
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Type 3 Object Markers																					2	2																																				
Sign Code Sign Description	Left Arrow	Jet	Jet	US 61	US 278	36" Stop	North	South	Fast	West	Iln arrow	lb arrow	Op allow	Right Arrow	Kight Arrow	US 278	US 278	US 61	US 61	48" Bridge May Ice	Type 3 OM	Type 3 OM	North	East	US 61	US 278	45 degree right	arrow	45 degree right	arrow	Right curve ahead	36" Stop Sign	_	Right curve ahead	symbol	Divided Hwy. Symbol	Divided Hwy.	Jet	덩	US 61	US 278	West	East	US 278	US 278	Up arrow	45 degree right	arrow	North	North	South	10.50	10.50	Worne dU	45 degree right	45 degree right	arrow	בוטוב
ign Code	M6-1L	M2-1	M2-1	M 4 4	M14	R1-1	M3-1	M3-3	M3-2	M3-4	M6-3	Mea	MO-3	No-17	M6-1K	M14	M14	M14	M14		OM-3R	OM-3L	M3-1	M3-2	M14	M14	M6-2R		M6-2R		W1-2R	R1-1		W1-4	7 0,41	L-0M	R4-7	M2-1	M2-1	M14	M14	M3-4	M3-2	M1-4	M14	M6-3	M6-2R		M3-1	M3-1	M3-3	1 Z	¥ 7	M6-3	M6-2R	M6-2R	Č	7-17
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Location (Sta. #)	New Africa WB Lanes	New Africa EB Lanes	New Africa FB Lanes	New Africa EB Lanes	New Africa FB Lanes	New Africa FB Lanes	New Africa EB Lanes	New Africa EB Lanes	New Africa FB Lanes	New Africa FB Lanes	New Africa FR I anes	New Africa ED Lanes	New Allica Eb Lailes	New Allica Eb Lanes	New Africa EB Lanes	New Africa EB Lanes	New Africa EB Lanes	New Africa EB Lanes	New Africa EB Lanes	New Africa EB Lanes	New Africa EB Lanes	New Africa FB Lanes		New Africa EB Lanes		New Africa EB Lanes	New Africa EB Lanes		239+00		546+50	561+50	266+50	566+50	566+50	566+50	269+00	569+00	269+00	269+00	269+00	269+00		572+00	572+00	572+00	572+00	572+00	572+00	572+00	572+00		001010					

Notes		Route tree (reuse existing pipe post)	Route tree (reuse existing pipe post)	Route tree (reuse existing pipe post)	Koute tree (reuse existing pipe post)	Route tree (reuse existing pipe post)	Route tree (reuse existing pipe post)		Route tree (reuse existing pipe post)	Route tree (reuse existing pipe post)		Replace existing pipe post Replace existing pipe post	Mounted on back of 48" eff and ande	וויסמווגט טון סמטי טו אס בער במוס טומני			Replace existing pipe post	Large reuse existing pipe post	remove not necessary	missing	"Plant Entrance"	Missing	n have of head to head fraffic symbol	Missing (place at beginning of gone as per RSP-13)	Wissing (place at Degrinling of gole as per 1507-15)		missing	missing	Large Replace existing pipe post			Route tree (reuse existing pipe post)	Route tree (reuse existing pipe post)		Route tree (reuse existing pipe post)	Koute tree (reuse existing pipe post)	Route free (reuse existing pipe post)	Route tree (reuse existing pipe post)	Same post as one way left	"Buckle up, it's the law"									
Removal U. Channel	1													1		-			2		-					-				-	1																7	-	-
Removal Pipe Post & Footing												-					-												1																				
Square Tube, 4.0 lb/lf												15					15			15		15		15	2	ion (SB Lanes)	5	15	15																				
Square Tube, 2.0 lb/lf	15													15		15					15					US 49 4-lane section (SB Lanes				15	15																7.	CI.	15
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Type 3 Object Markers																																																	
Sign Description	One Way Left	South	West	West	US 61	05.278	45 degree right	arrow	45 degree right	45 degree right	arrow	48" Left Lane	Wrong Way	No Right Turn	Symbol	Yield	48" Left Lane Ends Symbol	Speed Limit 55	Wrong Way	Divided Hwy. Symbol	Plant Entrance	Head to Head	traffic symbol	Head to Head	traffic symbol		Right curve ahead symbol	Divided Hwy.	Divided Hwy.	One Way Right	One Way Right	Jot.	- Sc.	US 49	US 61	US 278	East	West	South	North	03.270	US 61	US 61	Up arrow	Up arrow	Left Arrow	Left Arrow	One way Left	Buckle Up/Law
Sign Code	R6-1L	M3-3	M3-4	M3-4	4 5	4 W	M6-2R		M6-2R	M6-2R	0 0770	W9-1	R5_12	R3-1		R1-2	W4-2	R2-1	R5-1a	W6-2		W6-3	D. 1	W	2-0		W1-4	W6-1	R4-7	R6-1R	R6-1R	M2-1	M2-1	M1-4	M1-4	M1-4	M3-2	M3-4	M3-3	M3-1	¥ 7	M 4 1	M14	M6-3	M6-3	M6-1L	M6-1L	R6-12	7
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Location (Sta. #)	276+50	584+00	584+00	584+00	584+00	584+00	584+00		584+00	584+00	00.703	00+069	290+00	200+009		591+00	594+50	298+00	602+75	602+75	603+00	604+50	604+50		00000	-	620+00	614+50	604+50	299+50	598+25	598+25	598423	598+25	598+25	598+25	594+50	594+50	594+50	594+50	594+50	594+50	594+50	594+50	594+50	594+50	594+50	591+50	289+00

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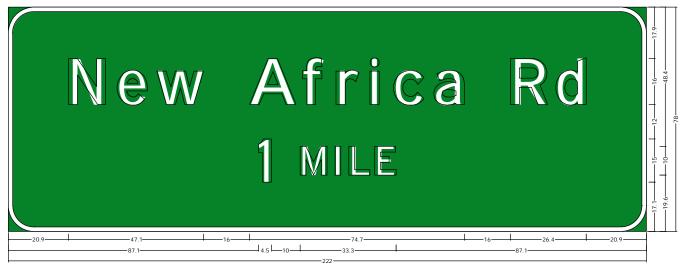
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Notes	"\$250 Fine for throwing trash on highway" Same post as buckle up sign	Replace existing pipe post	Route tree (reuse existing pipe post)	reuse existing pipe post		Large reuse existing pipe post	Replace existing pipe post	Remove (not necessary)	Replace existing pipe post		On same post as head to head traffic symbol	Missing (place at beginning of gore as per RSP-13)													
Removal U																									116
Removal Pipe Post & Footing		-																1		-					20
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.80.0	4		2	2	2	2	2.19	2.19	2.19	2.19	4	4	2	4											935.42
Type 3 Object Markers																									24
Sign Code Sign Description	\$250 Fine	48" Divided Hwy. Symbol	North	North	South	East	Left Arrow	Left Arrow	Left Arrow	Up arrow	US 49	US 49	US 278	US 61	48" Left Lane	Ends	Speed Limit 55	48" Left Lane Ends symbol	Wrong Way	Head to Head	traffic symbol	Do Not Enter	Head to Head	traffic symbol	
Sign Code		W6-2	M3-1	M3-1	M3-3	M3-2	M6-1L	M6-1L	M6-1L	M6-3	M14	M14	M1-4	41M	W9-1		R2-1	W4-2	R5-1a	W6-3		R5-1	W6-3		
Lane S	⊣	RL	11	11	-	TT	-	11	П	П	П	П	7	-	RL		T	RL	RL	11		TT	П		
Location (Sta. #)	00+689	280+50	278+00	278+00	00+829	278+00	278+00	278+00	00+829	00+829	00+829	00+829	00+829	00+829	273+00		268+00	263+50	563+50	560+25		260+25	554+00		

			Delineators	ators				
Description	Single White Delineators	Double White Delineators	Single Yellow Delineators	Double Yellow Delineators	Type 1 Flexible Delineator	Type 2 Flexible Delineator	Guardrail Delineator White	Guardrail Delineator Yellow
SE Ramp from 49 to 61	24	21	9	5	0	0	0	0
SE Cloverleaf from 61 to 49 (Interchange included)	14	30	6	9	0	0	0	0
NE Ramp from 61 to 49	16	21	9	5	0	0	0	0
NE Clover leaf from 49 to 61	18	14	6	8	0	0	0	0
NE Ramp from hwy 6 to 61	24	21	9	2	0	0	0	0
NW Ramp from 61 to hwy 6	14	30	6	9	0	0	0	0
SE Ramp from 61 to hwy 6	16	21	9	5	0	0	0	0
SW Ramp from hwy 6 to 61	18	14	6	8	0	0	0	0
SW Ramp from New Africa to 61	24	21	9	2	0	0	0	0
SW Cloverleaf from New Africa to 61	14	30	6	9	0	0	0	0
NW Ramp from New Africa to 61	16	21	9	2	0	0	0	0
NW Clover leaf from 61 to New Africa	18	14	6	8	0	0	0	0
Guardrails					0	0	57	45
Crossovers					75	8	0	0
TOTALS	216	258	06	72	75	8	57	45

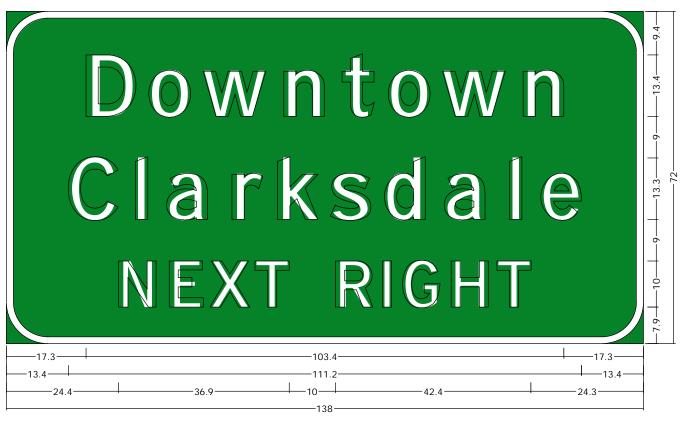


6.0" Radius, 1.3" Border, White on, Green;

"South", E Mod 2K; "Clarksdale", E Mod 2K; "NEXT LEFT", E Mod 2K;



9.0" Radius, 1.5" Border, White on, Green; "New Africa Rd", E Mod 2K; "1 MILE", E Mod 2K;

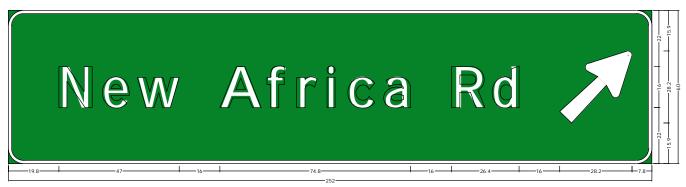


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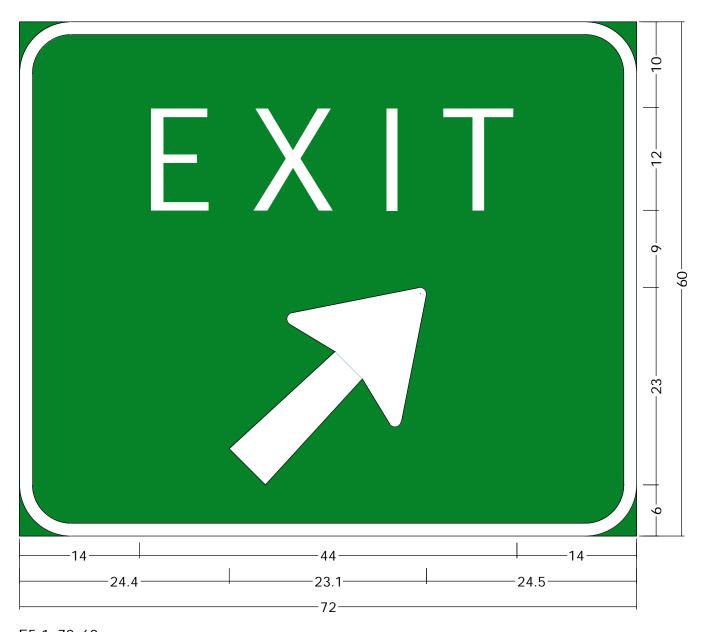
"Downtown", E Mod 2K; "Clarksdale", E Mod 2K; "NEXT RIGHT", E Mod 2K;



6.0" Radius, 1.3" Border, White on, Green; "Clarksdale", E Mod 2K; "NEXT 3 EXITS", E Mod 2K;



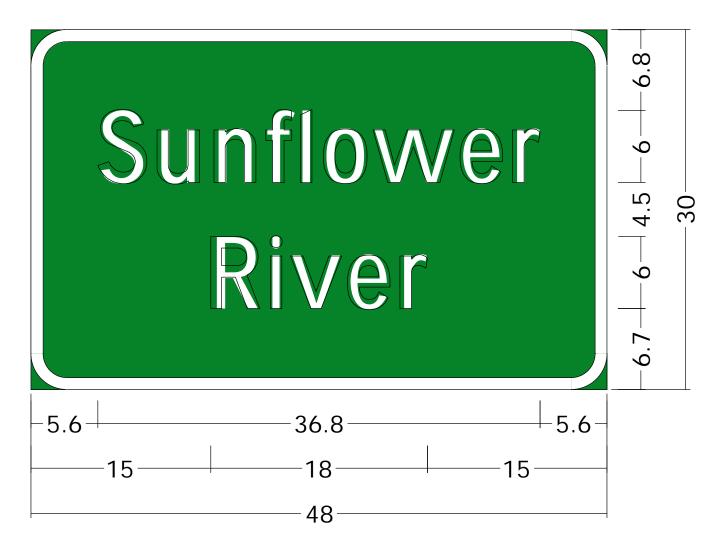
6.0" Radius, 1.3" Border, White on, Green; "New Africa Rd", E Mod 2K; Arrow Custom - 36.0" 45';



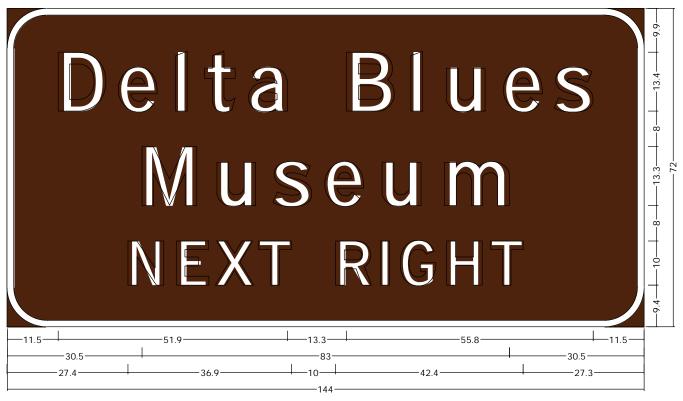
E5-1_72x60;

6.0" Radius, 1.5" Border, White on, Green;

"EXIT", E 2K 220% spacing; Arrow Custom - 29.3" 45';

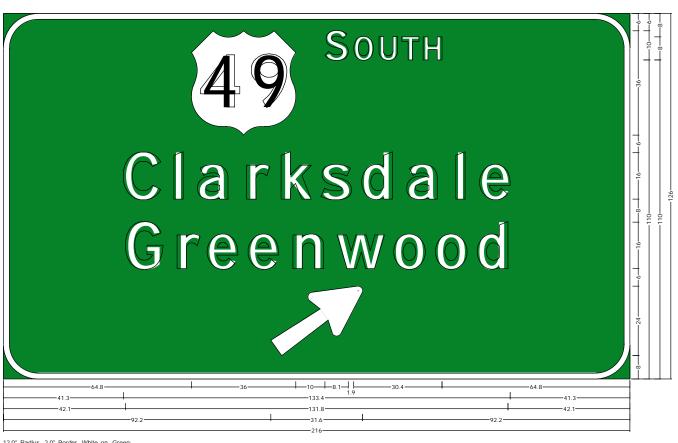


3.0" Radius, 1.0" Border, White on, Green; "Sunflower", D 2K; "River", D 2K;



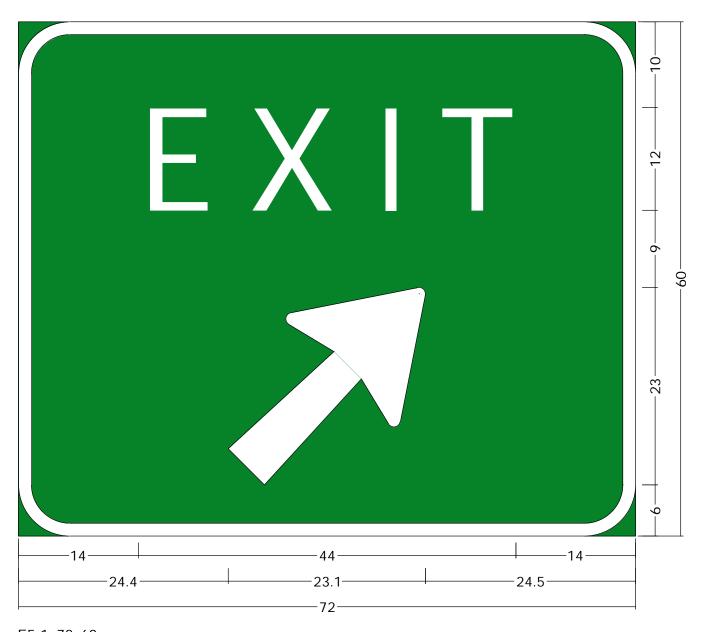
9.0" Radius, 1.5" Border, White on, Brown;

"Delta Blues", E Mod 2K; "Museum", E Mod 2K; "NEXT RIGHT", E Mod 2K;



12.0" Radius, 2.0" Border, White on, Green;

"SOUTH", E Mod 2K; "Clarksdale", E Mod 2K; "Greenwood", E Mod 2K; Arrow Custom - 36.0" 35"



E5-1_72x60;

6.0" Radius, 1.5" Border, White on, Green;

"EXIT", E 2K 220% spacing; Arrow Custom - 29.3" 45';

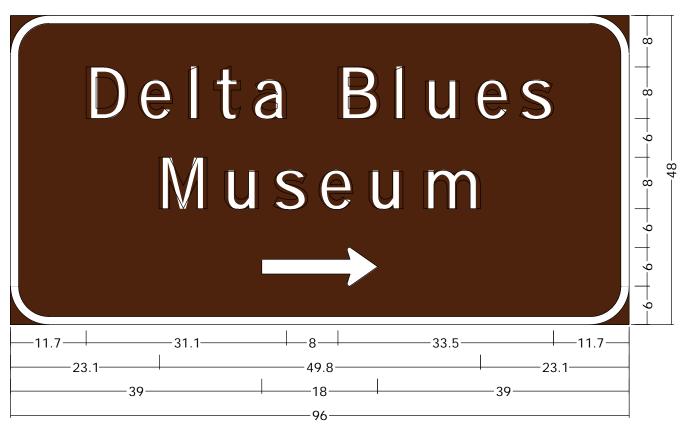


6.0" Radius, 1.3" Border, White on, Green;

Standard Arrow Custom 12.5" X 8.5" 180'; "Greenwood", E Mod 2K; "Clarksdale", E Mod 2K; Standard Arrow Custom 12.5" X 8.5" 0';

3.0" Radius, 1.0" Border, White on, Blue;

"TOURIST INFO", E Mod 2K; Standard Arrow Custom 18.0" X 6.0" 0';



6.0" Radius, 1.3" Border, White on, Brown;

"Delta Blues", E Mod 2K; "Museum", E Mod 2K; Standard Arrow Custom 18.0" X 6.0" 0';



6.0" Radius, 1.3" Border, White on, Green; "Future", E Mod 2K; "I-69", E Mod 2K; "Corridor", E Mod 2K;



12.0" Radius, 2.0" Border, White on, Green;

"EAST", E Mod 2K; "Clarksdale", E Mod 2K; "Batesville", E Mod 2K; "EXIT 1 MILE", E Mod 2K;



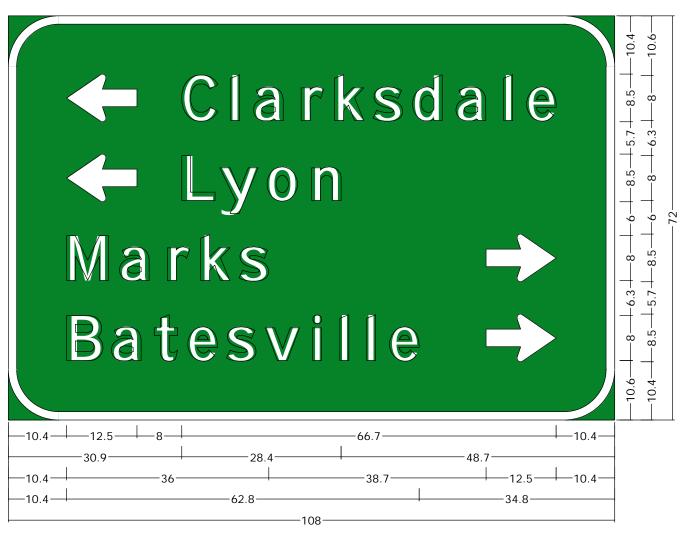
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E5-1_72x60;

6.0" Radius, 1.5" Border, White on, Green;

"EXIT", E 2K 220% spacing; Arrow Custom - 29.3" 45';

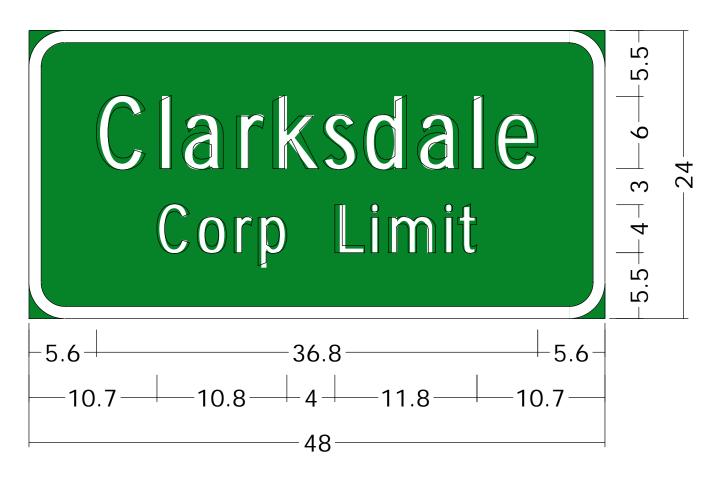


9.0" Radius, 1.5" Border, White on, Green;

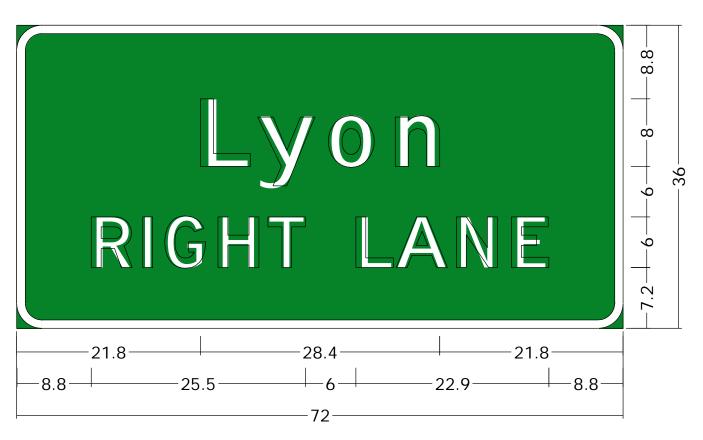
Standard Arrow Custom 12.5" X 8.5" 180'; "Clarksdale", E Mod 2K;

Standard Arrow Custom 12.5" X 8.5" 180'; "Lyon", E Mod 2K; "Marks", E Mod 2K;

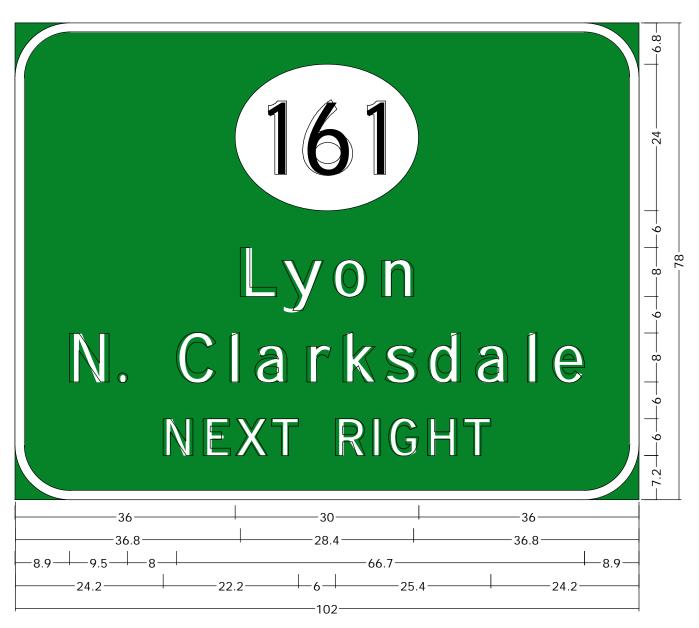
Standard Arrow Custom 12.5" X 8.5" 0'; "Batesville", E Mod 2K; Standard Arrow Custom 12.5" X 8.5" 0';



3.0" Radius, 1.0" Border, White on, Green; "Clarksdale", D 2K; "Corp Limit", D 2K;

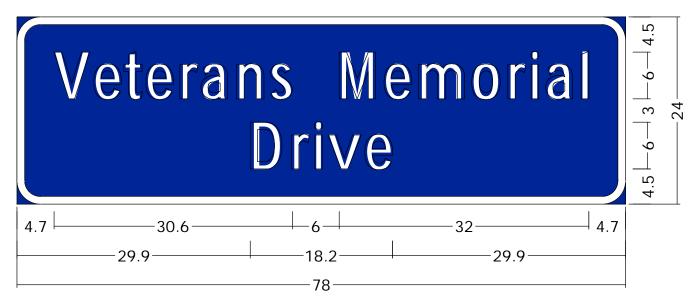


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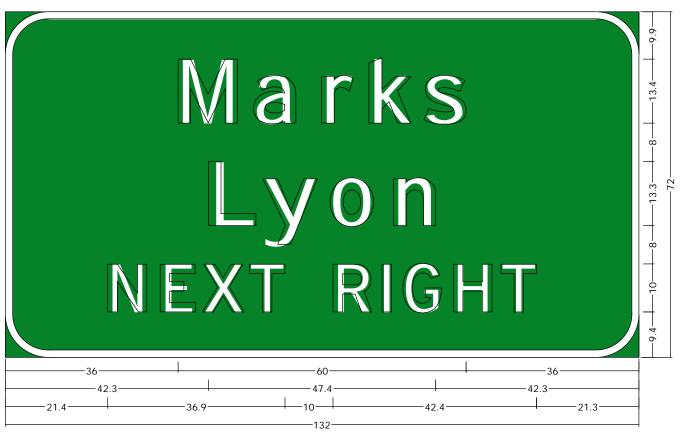


9.0" Radius, 1.5" Border, White on, Green;

"Lyon", E Mod 2K; "N. Clarksdale", E Mod 2K; "NEXT RIGHT", E Mod 2K;



3.0" Radius, 1.0" Border, White on, Blue; "Veterans Memorial", D 2K; "Drive", D 2K;

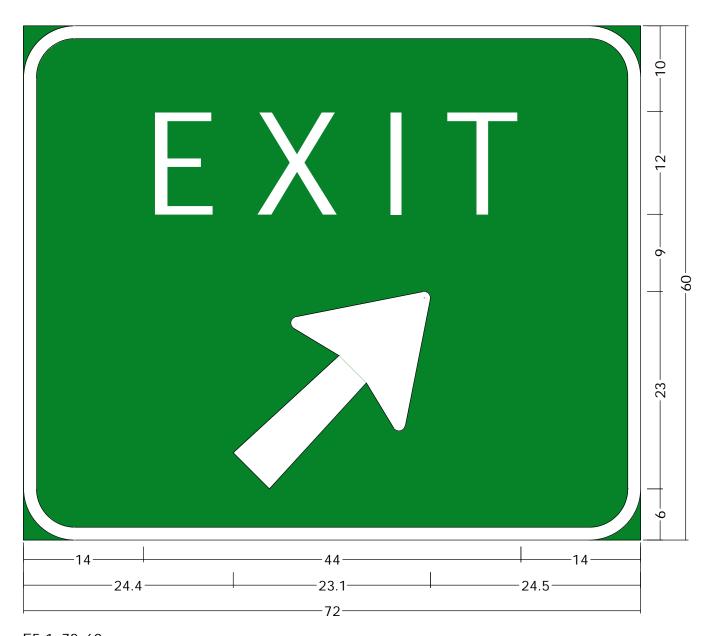


9.0" Radius, 1.5" Border, White on, Green;

"Marks", E Mod 2K; "Lyon", E Mod 2K; "NEXT RIGHT", E Mod 2K;



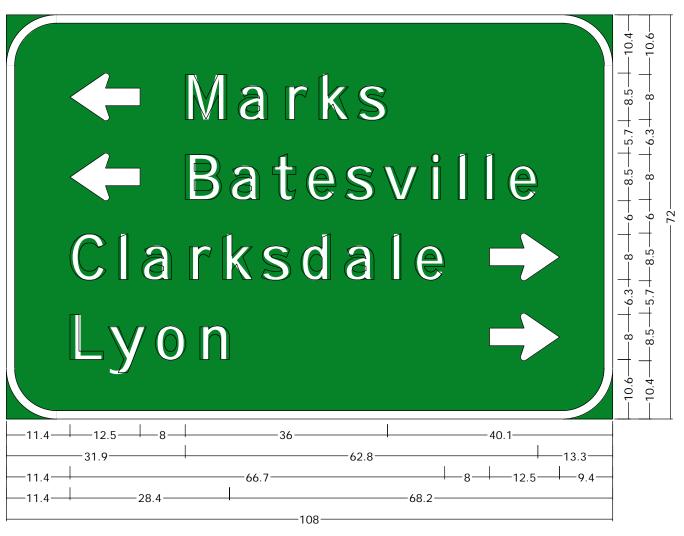
12.0° Radius, 2.0° Border, White on, Green; "EAST", E Mod 2K; "Clarksdale", E Mod 2K; "Batesville", E Mod 2K; Arrow Custom - 36.0° 45°;



E5-1_72x60;

6.0" Radius, 1.5" Border, White on, Green;

"EXIT", E 2K 220% spacing; Arrow Custom - 29.3" 45';



9.0" Radius, 1.5" Border, White on, Green;

Standard Arrow Custom 12.5" X 8.5" 180'; "Marks", E Mod 2K;

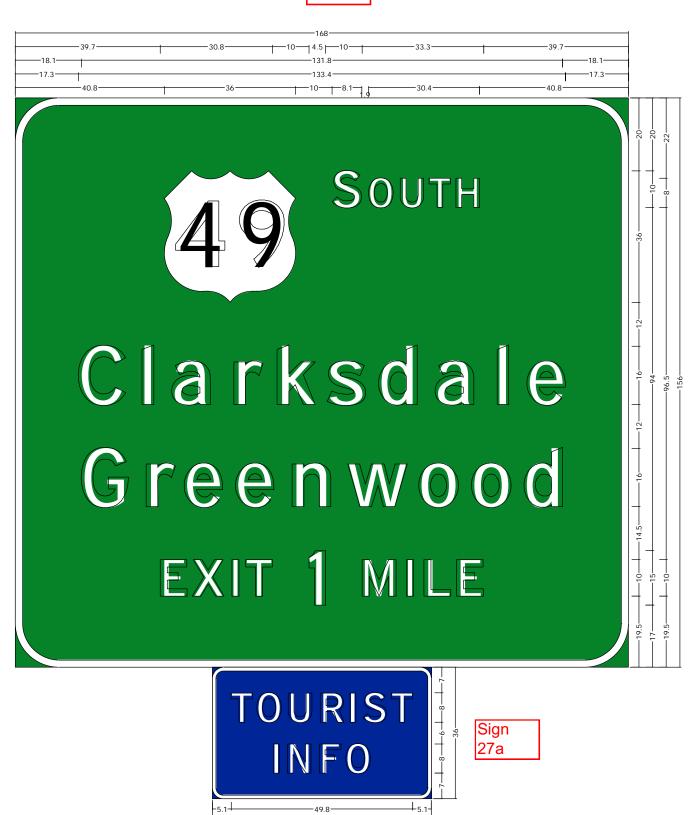
Standard Arrow Custom 12.5" X 8.5" 180'; "Batesville", E Mod 2K; "Clarksdale", E Mod 2K;

Standard Arrow Custom 12.5" X 8.5" 0'; "Lyon", E Mod 2K; Standard Arrow Custom 12.5" X 8.5" 0';



6.0" Radius, 1.3" Border, White on, Green; "Future", E Mod 2K; "I-69", E Mod 2K; "Corridor", E Mod 2K;

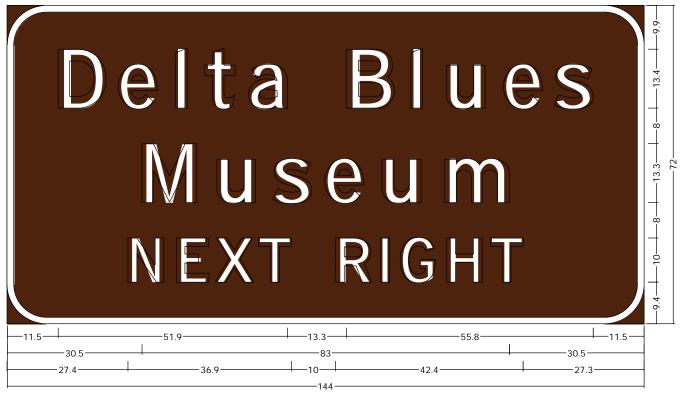
- 42 -Sign 27



12.0" Radius, 2.0" Border, White on, Green;

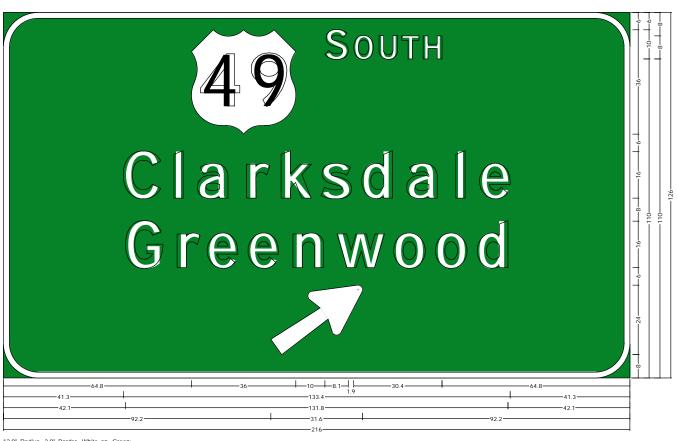
"SOUTH", E Mod 2K; "Clarksdale", E Mod 2K; "Greenwood", E Mod 2K; "EXIT 1 MILE", E Mod 2K;

3.0" Radius, 1.0" Border, White on, Blue; "TOURIST", E Mod 2K; "INFO", E Mod 2K;



9.0" Radius, 1.5" Border, White on, Brown;

"Delta Blues", E Mod 2K; "Museum", E Mod 2K; "NEXT RIGHT", E Mod 2K;



12.0" Radius, 2.0" Border, White on, Green;

"SOUTH", E Mod 2K; "Clarksdale", E Mod 2K; "Greenwood", E Mod 2K; Arrow Custom - 36.0" 35"



E5-1_72x60;

6.0" Radius, 1.5" Border, White on, Green;

"EXIT", E 2K 220% spacing; Arrow Custom - 29.3" 45';

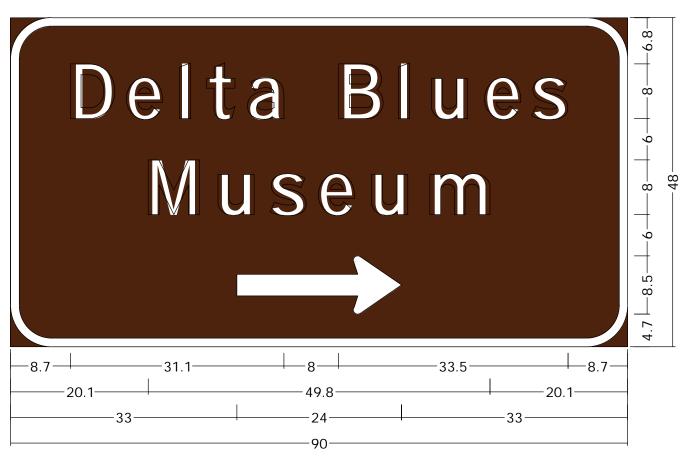


6.0" Radius, 1.3" Border, White on, Green;

Standard Arrow Custom 12.5" X 8.5" 180'; "Greenwood", E Mod 2K; "Clarksdale", E Mod 2K; Standard Arrow Custom 12.5" X 8.5" 0';

3.0" Radius, 1.0" Border, White on, Blue;

"Tourist Info", D 2K; Standard Arrow Custom 18.0" X 6.0" 0';



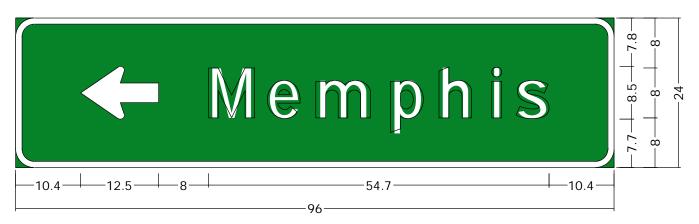
6.0" Radius, 1.3" Border, White on, Brown; "Delta Blues", E Mod 2K; "Museum", E Mod 2K; Standard Arrow Custom 24.0" X 8.5" 0';



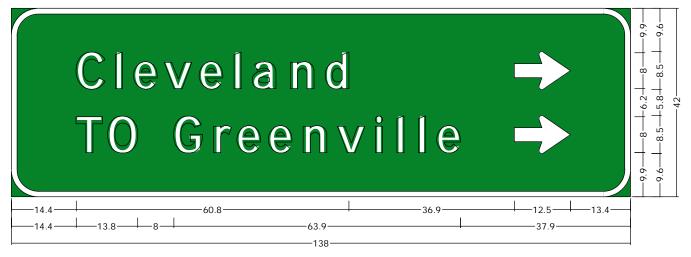
6.0" Radius, 1.3" Border, White on, Green;

Standard Arrow Custom 12.5" X 8.5" 180'; "Cleveland", E Mod 2K; Standard Arrow Custom 12.5" X 8.5" 180';

"TO Greenville", E Mod 2K;

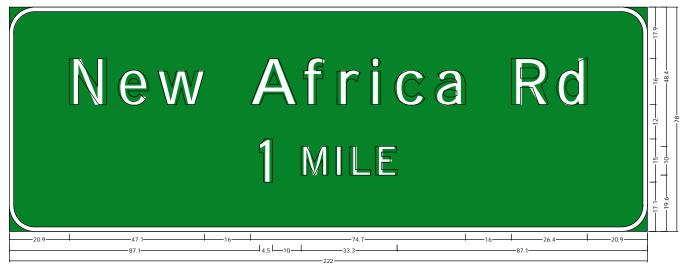


3.0" Radius, 1.0" Border, White on, Green; Standard Arrow Custom 12.5" X 8.5" 180'; "Memphis", E Mod 2K;

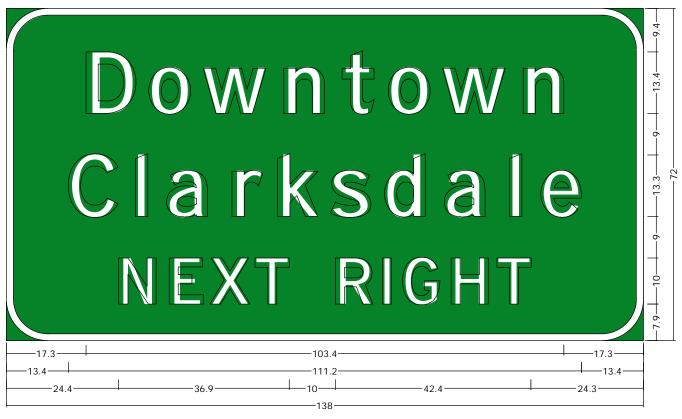


6.0" Radius, 1.3" Border, White on, Green;

"Cleveland", E Mod 2K; Standard Arrow Custom 12.5" X 8.5" 0'; "TO Greenville", E Mod 2K; Standard Arrow Custom 12.5" X 8.5" 0';

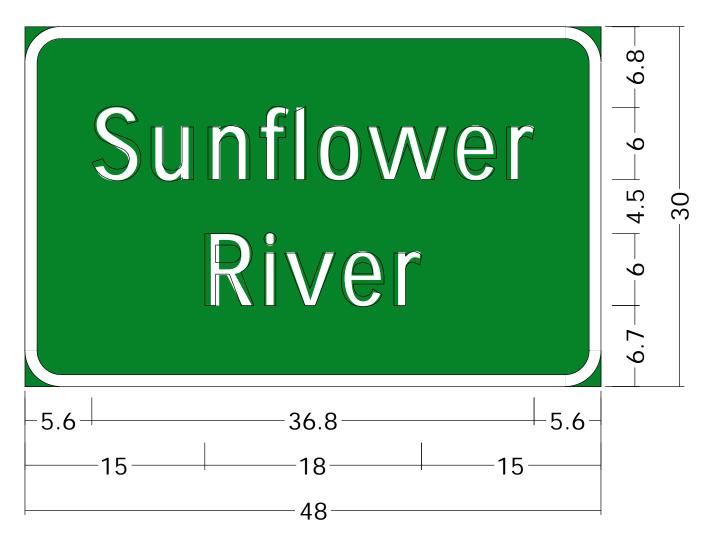


9.0" Radius, 1.5" Border, White on, Green; "New Africa Rd", E Mod 2K; "1 MILE", E Mod 2K;

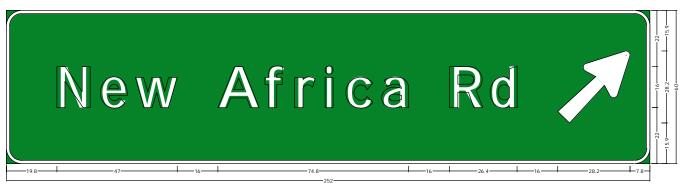


9.0" Radius, 1.5" Border, White on, Green;

"Downtown", E Mod 2K; "Clarksdale", E Mod 2K; "NEXT RIGHT", E Mod 2K;



3.0" Radius, 1.0" Border, White on, Green; "Sunflower", D 2K; "River", D 2K;



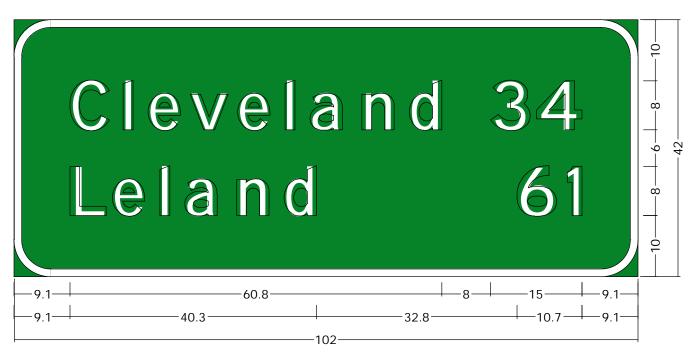
6.0" Radius, 1.3" Border, White on, Green;
"New Africa Rd", E Mod 2K; Arrow Custom - 36.0" 45';



E5-1_72x60;

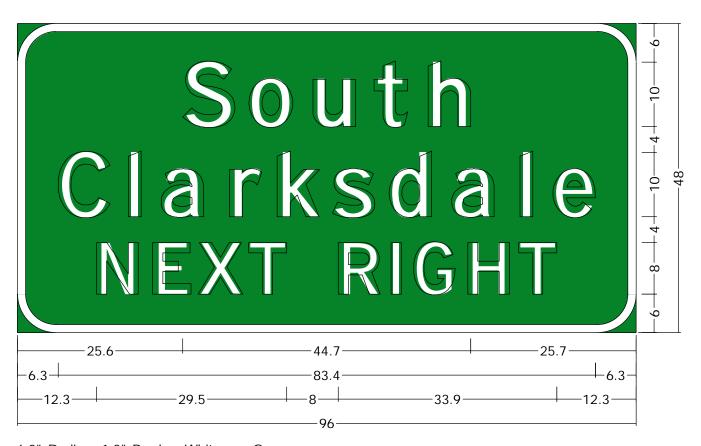
6.0" Radius, 1.5" Border, White on, Green;

"EXIT", E 2K 220% spacing; Arrow Custom - 29.3" 45';



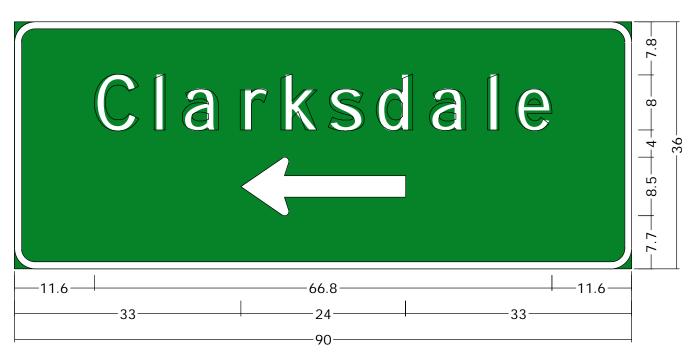
6.0" Radius, 1.3" Border, White on, Green;

"Cleveland", E Mod 2K; "34", E Mod 2K; "Leland", E Mod 2K; "61", E Mod 2K;



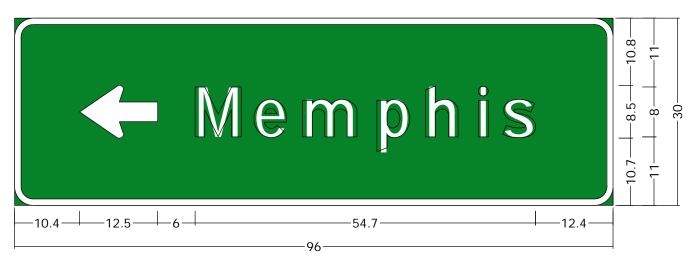
6.0" Radius, 1.3" Border, White on, Green;

"South", E Mod 2K; "Clarksdale", E Mod 2K; "NEXT RIGHT", E Mod 2K;

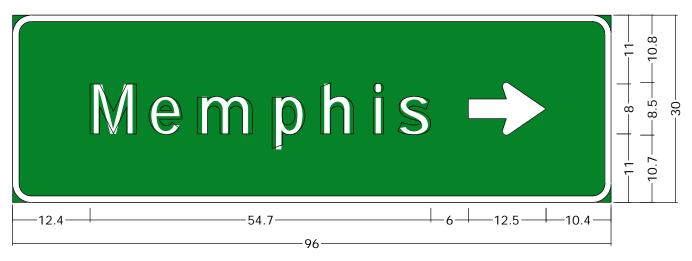


3.0" Radius, 1.0" Border, White on, Green;

"Clarksdale", E Mod 2K; Standard Arrow Custom 24.0" X 8.5" 180';



3.0" Radius, 1.0" Border, White on, Green; Standard Arrow Custom 12.5" X 8.5" 180'; "Memphis", E Mod 2K;



3.0" Radius, 1.0" Border, White on, Green;

"Memphis", E Mod 2K; Standard Arrow Custom 12.5" X 8.5" 0';



6.0" Radius, 1.3" Border, White on, Green;

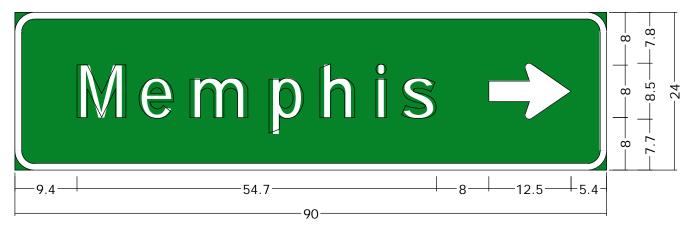
Standard Arrow Custom 12.5" X 8.5" 180'; "Cleveland", E Mod 2K; Standard Arrow Custom 12.5" X 8.5" 180';

"TO Greenville", E Mod 2K;



12.0" Radius, 2.0" Border, White on, Green;

"EAST", E Mod 2K; "Clarksdale", E Mod 2K; "Batesville", E Mod 2K; "EXIT ¾ MILE", E Mod 2K;



3.0" Radius, 1.0" Border, White on, Green;

"Memphis", E Mod 2K; Standard Arrow Custom 12.5" X 8.5" 0';

"General Decision Number: MS20220089 02/25/2022

Superseded General Decision Number: MS20210089

State: Mississippi

Construction Type: Highway

County: Coahoma 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).

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

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

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

- generally applies to the contract.
- |. The contractor must pay all covered workers at least \$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.

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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

https://sam.gov/wage-determination/MS20220089/1

01/07/2022

1

02/25/2022

* SUMS2010-012 08/04/2014

Ra	ites	Fringes
CARPENTER (Form Work Only)\$ 1	.3.99	** 0.00
CARPENTER, Excludes Form Work\$ 1	4.03	** 0.00
CEMENT MASON/CONCRETE FINISHER\$ 1	4.09	** 0.00
ELECTRICIAN\$ 2	21.80	7.93
HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck)\$ 1	.4.11	** 0.00
INSTALLER - GUARDRAIL\$ 1	1.42	** 0.00
INSTALLER - SIGN\$ 1		
IRONWORKER, REINFORCING\$ 1	.6.29	0.00
LABORER: Common or General, Including Asphalt Raking, Shoveling, Spreading and Concrete Work\$ 1	.0.58	** 0.00
LABORER: Flagger\$ 1		
LABORER: Grade Checker\$ 1		
LABORER: Landscape\$		
LABORER: Mason Tender -		
Cement/Concrete 1	1.08	** 0.00
LABORER: Pipelayer 1	.1.34	** 0.00
LABORER: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper\$ 1	.2.93	** 0.00
OPERATOR: Asphalt Spreader\$ 1	.6.03	0.00
OPERATOR: Backhoe/Excavator/Trackhoe\$ 1	.3.38	** 0.00
OPERATOR: Broom/Sweeper\$ 1	.0.77	** 0.00
OPERATOR: Bulldozer 1	.3.67	** 0.00
OPERATOR: Concrete Saw\$ 1	2.95	** 0.00
OPERATOR: Crane\$ 2	21.25	0.00
OPERATOR: Distributor\$ 1	.2.38	** 0.00
OPERATOR: Drill\$1	.9.22	0.00
OPERATOR: Grader/Blade\$ 1	.4.44	** 0.00
OPERATOR: Grinding/Grooving Machine\$ 1	.5.94	0.00
OPERATOR: Loader\$ 1	2.21	** 161 ^{0.00}

OPERATOR:	Mechanic 15.32	0.00
OPERATOR:	Milling Machine\$ 18.16	0.00
OPERATOR:	Oiler \$ 12.33 **	0.48
OPERATOR: Aggregate,	Paver (Asphalt, and Concrete)\$ 12.69 **	0.00
OPERATOR:	Piledriver \$ 15.13	0.00
OPERATOR:	Roller (All Types)\$ 11.51 **	0.00
OPERATOR:	Scraper \$ 12.96 **	0.00
OPERATOR:	Tractor \$ 11.46 **	0.00
OPERATOR:	Trencher 15.00	0.00
TRUCK DRIV	ER: Flatbed Truck\$ 12.64 **	0.00
TRUCK DRIV	ER: Lowboy Truck\$ 13.80 **	0.00
TRUCK DRIV	ER: Mechanic\$ 14.08 **	0.00
	ER: Off the Road \$ 12.29 **	0.00
TRUCK DRIV	ER: Water Truck\$ 10.89 **	0.00
	ER: Dump Truck (All\$ 11.71 **	0.00
Truck	ER: Semi/Trailer \$ 15.29	0.00

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at 162

^{**} 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.

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.

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. Guaranty₁ Loan and/or Advance of Funds Agreements and all third party contracts executed between the borrower/grantee and other parties, where the possibility exists for ocean transportation of items procured, contracted for or otherwise obtained by or on behalf of the grantee, borrower, or any of their contractors or subcontractors. The clauses required by this part shall provide that at least 50 percent of the freight revenue and tonnage of cargo generated by the U.S. Government Grant, Guaranty, Loan or Advance of Funds be transported on privately owned United States-flag commercial vessels. These clauses shall also require that all parties provide to the Maritime Administration the necessary shipment information as set forth in § 381.3. A copy of the appropriate clauses required by this part shall be submitted by each affected agency or department to the Secretary, Maritime Administration, for approval no later than 30 days after the effective date of this part. The following are suggested acceptable clauses with respect to the use of United States-flag vessels to be incorporated in the Grant, Guaranty, Loan and/or Advance of Funds Agreements as well as contracts and subcontracts resulting therefrom:

- (a) Agreement Clauses. "Use of United States-flag vessels:
- "(1) Pursuant to Pub. L 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.
- "(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."
- (b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees --
- "(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- "(2) To furnish within 20 days following the date of loading for shipments originating within the United

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

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

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

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

- 2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

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

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

- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

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

- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

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

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
 - (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women:
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on FORM FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

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

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10.000 or more.

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise

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

- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

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

3. Payrolls and basic records

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

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

- b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker. and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- **6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- **8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
- **4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees:
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

- 1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification - First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- "covered transaction," "debarred," terms "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

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

* * * *

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

* * * * *

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

Until further notice Goals for minority participation for each trade (percent) SHSA Cities: Pascagoula - Moss Point ------ 16.9 Biloxi - Gulfport ------ 19.2 Jackson ----- 30.3 SMSA Counties: Desoto ------ 32.3 Hancock, Harrison, Stone------ 19.2 Hinds, Rankin ----- 30.3 Jackson ------ 16.9 Non-SMSA Counties: George, Greene ------ 26.4 Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Clay, Coahoma, Grenada, Itawamba, Lafayette, Lee, Leflore, Marshall, Monroe, Montgomery, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Washington, Webster, Yalobusha ------ 26.5 Attala, Choctaw, Claiborne, Clarke, Copiah, Covington, Franklin, Holmes, Humphreys, Issaquena, Jasper, Jefferson, Jefferson Davis, Jones Kemper, Lauderdale, Lawrence, Leake, Lincoln, Lowndes, Madison, Neshoba, Newton, Noxubee, Oktibbeha, Scott, Sharkey, Simpson, Smith, Warren, Wayne, Winston, Yazoo----- 32.0 Forrest, Lamar, Marion, Pearl River, Perry, Pike, Walthall-----27.7 Adams, Amite, Wilkinson ----- 30.4

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

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

- 3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
- 4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is to the county and city (if any), stated in the advertisement.
- 5. The notification required in Paragraph 3 shall be addressed to the following:

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

(12/04/2018)

CODE: (IS)

SPECIAL PROVISION NO. 907-102-2

DATE: 11/22/2017

SUBJECT: Bidding Requirements and Conditions

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

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

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

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

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

CODE: (SP)

SPECIAL PROVISION NO. 907-105-1

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.

<u>907-105.1--Authority of the Engineer.</u> Delete the first sentence of the second paragraph of Subsection 105.01 on page 31, and substitute the following.

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

CODE: (SP)

SPECIAL PROVISION NO. 907-108-4

DATE: 10/07/2020

SUBJECT: Subletting of Contract

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

907-108.01--Subletting of Contract.

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

CODE: (IS)

SPECIAL PROVISION NO. 907-109-3

DATE: 02/23/2021

SUBJECT: Measurement and Payment

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

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

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

907-109.04--Extra Work.

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

907-109.06--Partial Payment.

<u>907-109.06.2--Advancement on Materials</u>. 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.

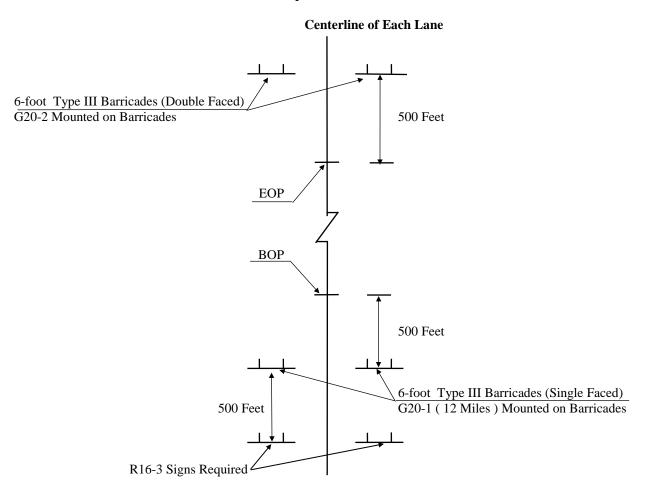
SUPPLEMENT TO SPECIAL PROVISION NO. 907-618-4

DATE: 03/15/2022

PROJECT: NH-0009-04(038) / 107958301 & NH-0009-04(039) / 107958302 - Coahoma County

After the first paragraph of Subsection 907-618.01.2 on page 1, add the following.

Additional traffic control devices will be required as follows.



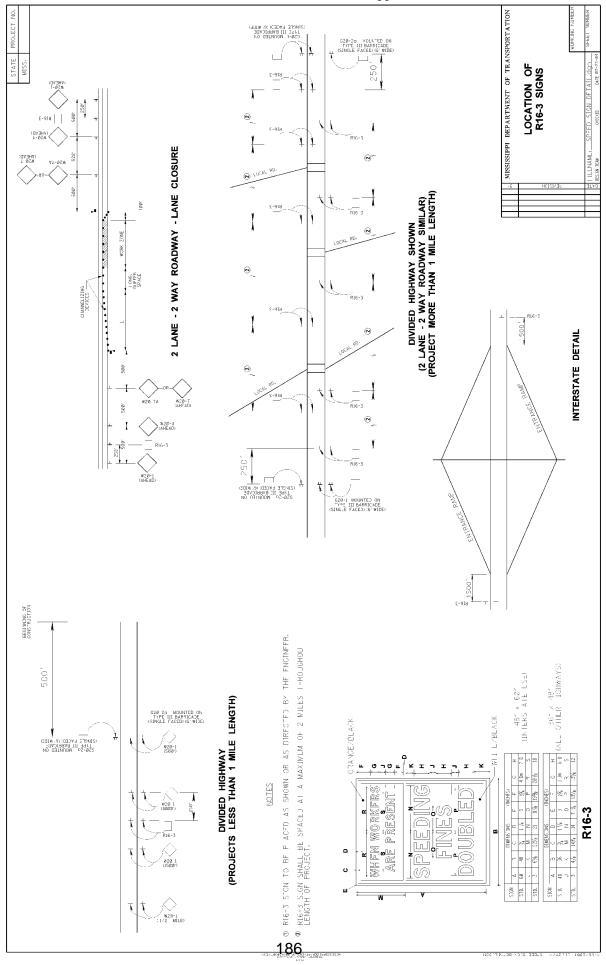
ADDITIONAL TRAFFIC CONTROL SIGNS REQUIRED:

<u>15</u> - W20-1 "AHEAD" signs required. One (1) sign is required at each local road or street entering the project.

12 - R16-3 "SPEEDING FINES DOUBLED" signs required.

R16-3 signs shall be spaced in accordance with sheet titled "Location of R16-3 Signs".

All construction signs and barricades shown on this page shall be included in the bid price for Pay Item 618-A, Maintenance of Traffic. Fluorescent orange sheeting shall be used on all construction and traffic control signs except for R16-3 which shall be black legend and border on white background.



CODE: (SP)

SPECIAL PROVISION NO. 907-618-4

DATE: 02/01/2018

SUBJECT: Additional Signing Requirements

Section 618, Maintenance of Traffic and Traffic Control Plan, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

<u>907-618.01.2--Traffic Control Plan</u>. At the end of Subsection 618.01.2 on page 441, add the following:

For compliance with the traffic control plan, the Contractor will be required to install and maintain traffic control devices at various locations throughout the project. Payment for these devices will be included in the price bid for pay item no. 618-A, Maintenance of Traffic per lump sum.

SPECIAL PROVISION NO. 907-630-5

CODE: (IS)

DATE: 11/10/2021

SUBJECT: Traffic Signs

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

<u>907-630.04--Method of Measurement.</u> After the eighth paragraph of Subsection 630.04 on page 510, add the following.

Structural aluminum angles and bars, or channels, used for lateral bracing of vertical sign supports, will be measured by the linear foot.

907-630.05--Basis of Payment. Add the following to the list of pay items on pages 510 & 511.

907-630-E: Structural Aluminum Angles and Bars, <u>Aluminum Sign Bracing</u> - per linear foot

SPECIAL PROVISION NO. 907-701-3

CODE: (IS)

DATE: 05/04/2021

SUBJECT: Hydraulic Cement

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

<u>907-701.01--General</u>. In the first sentence of the second paragraph of Subsection 701.01 on page 718, change "mills" to "plants."

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

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

907-701.02.1-General.

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

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

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

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

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

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

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

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

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

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

Table 1- Cementitious Materials for Soluble Sulfate Conditions or Seawater

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

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

907-701.04--Blended Hydraulic Cement.

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

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

^{*} Type III cement conforming to AASHTO M85 with a maximum 8% tricalcium aluminate (C₃A) may be used in lieu of Type II cement as allowed in Subsection 701.02.1; this cement is given the designation "Type III(MS)."

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

Type IL – Portland-limestone cement

Type IP - Portland-pozzolan cement

Type IS - Portland blast-furnace slag cement

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

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

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

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

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

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

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

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

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

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

Table 2- Cementitious Materials for Soluble Sulfate Conditions or Seawater

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

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

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

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

Delete Subsection 701.04.3 on page 721.

CODE: (IS)

SPECIAL PROVISION NO. 907-702-4

DATE: 09/11/2018

SUBJECT: Bituminous Materials

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

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

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

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

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

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

TABLE V SPECIFICATION FOR FOG SEAL

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

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

CODE: (IS)

SPECIAL PROVISION NO. 907-703-1

DATE: 06/13/2018

SUBJECT: Gradation

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

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

907-703.03.2--Detail Requirements.

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

CODE: (IS)

SPECIAL PROVISION NO. 907-705-1

DATE: 06/13/2018

SUBJECT: Stone Riprap

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

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

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

SPECIAL PROVISION NO. 907-707-3

CODE: (IS)

DATE: 10/27/2021

SUBJECT: Joint Materials

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

907-707.02--Joint Filler.

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

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

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

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

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

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

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

CODE: (IS)

SPECIAL PROVISION NO. 907-711-2

DATE: 09/11/2018

SUBJECT: Plain Steel Wire

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

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

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

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

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

CODE: (SP)

SPECIAL PROVISION NO. 907-712-1

DATE: 12/07/2021

SUBJECT: Fence and Guardrail

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

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

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

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

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

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

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

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

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

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

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

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

907-712.05--Fence Posts and Braces.

907-712.05.1--Treated Timber Posts and Braces.

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

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

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

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

<u>907-712.05.1.4--Sawed Braces.</u> Delete the last sentence of the paragraph of Subsection 712.05.1.4 on page 788.

Delete Subsection 712.05.2 on page 788, and substitute the following.

907-712.05.2--Metal Posts.

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.

<u>907-712.05.2.2--Steel Fence Post and Assemblies, Hot-Wrought</u>. Steel posts with the following section shapes, Tee, channel or U, and Y-Bar shall meet the requirements of AASHTO M 281, galvanized in accordance with the requirements of AASHTO M 111, unless otherwise specified in the contract. Acceptance of these steel posts shall be by certification from the manufacturer, producer, supplier, or fabricator, as applicable.

907-712.05.2.3--Blank.

907-712.05.2.4--Steel H-Beam Posts. Steel H-Beam posts shall be produced from structural quality weldable steel having a minimum yield strength of 45,000 psi and shall be galvanized in accordance with ASTM A 123. Steel H-Beam line posts shall be 2.250 inches by 1.625 inches and shall weigh 3.43 pounds per foot. A tolerance of plus or minus 5.0 percent is allowed for

weight per foot. A tolerance of plus or minus 1.0 percent is allowed for dimensions.

<u>907-712.05.2.5--Aluminum-Alloy Posts and Assemblies.</u> Round aluminum-alloy posts shall meet the requirements of ASTM B 241, Alloy 6061, T6. Aluminum-Alloy H-Beam posts shall meet the requirements of ASTM B 221, Alloy 6061, T6.

<u>907-712.05.2.6--Formed Steel Section Posts.</u> Formed steel section posts, "C" sections, shall be formed from sheet steel conforming to ASTM A 1011, Grade 45, and shall be galvanized in accordance with ASTM A 123.

907-712.06--Guard and Guardrail Posts.

907-712.06.2--Treated Wood Posts.

<u>907-712.06.2.1--Square Posts.</u> Delete the paragraph in Subsection 712.06.2.1 on page 789, and substitute the following.

All square posts shall be inspected for conformance with Section 712.05, except that the posts may be rough and shall be within $\pm 3/8$ " of the dimensions shown on the plans.

<u>907-712.06.2.2--Round Posts.</u> Delete the paragraph in Subsection 712.06.2.2 on page 789, and substitute the following.

All round posts shall be inspected for conformance with Section 712.05, except that the posts shall be of the shape and dimensions shown on the plans.

<u>907-712.06.5--Treated Wood Blocks for Use with Metal Guardrail Posts.</u> Delete the paragraphs of Subsection 712.06.5 on pages 789 & 790, and substitute the following.

Treated wood blocks for use with metal guardrail posts shall be within $\pm 3/8$ " of the size and dimensions shown on the plans, except that a minus tolerance shall not be allowed for the slotted width in which the metal post must fit.

Delete Subsection 712.16 on page 791, and substitute the following.

<u>907-712.16--Hardware.</u> All ferrous metal hardware for fencing such as bolts, nuts, washers, and metal straps shall be as specified on the plans and galvanizing shall not be less than 1.0 ounce per square foot of uncoated area. Aluminum coated hardware shall be coated with aluminum meeting the requirements of AASHTO M 181 for aluminum coating and at the rate of not less than 0.4 ounces per square foot of uncoated area.

Aluminum alloy hardware shall conform to the requirements of ASTM B 221 for extruded aluminum alloy 6063, T6. The finished members shall be of uniform quality.

Aluminum-zinc coated hardware shall be coated with an aluminum-zinc alloy meeting the chemical requirements and weight of coating specified for aluminum-zinc alloy coated metal gates.

SPECIAL PROVISION NO. 907-714-3

CODE: (SP)

DATE: 08/31/2021

SUBJECT: **Miscellaneous Materials**

Section 714, Miscellaneous Materials, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-714.01--Water.

907-714.01.1--General. Delete the last sentence of the second paragraph in Subsection 714.01.1 on page 794.

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.

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

Notes: 1 - All property values, with the exception of apparent opening size (AOS), represent minimum average roll values in the weakest principal direction. Values for AOS represent the maximum average roll values, 2 - Values not identified in this table should meet manufacturer certification for the use and application, 3- Machine direction

Delete Subsection 714.15 on pages 816 and 817 and substitute the following.

907-714.15--Geogrids.

<u>907-714.15.1–General</u>. A geogrid is defined as a geosynthetic formed by a regular network of connected elements with apertures greater than 0.25 inch to allow interlocking with surrounding soil, rock, and other surrounding materials to function primarily as reinforcement.

Geogrid shall be manufactured from an expanded strain hardened monolithic polymer sheet composed of one or more synthetic polymers and shall be mildew resistant and inert to biological degradation and naturally encountered chemicals, alkalis and acids. The geogrid shall contain stabilizers and/or inhibitors, or a resistance finish or covering to make it resistant to deterioration from direct sunlight, ultraviolet rays, and heat.

Geogrid manufacturers shall participate in and be in compliance with the American Association of State Highway Transportation Officials (AASHTO) National Transportation Product Evaluation Program's (NTPEP) Geosynthetics audit program. Geogrid shall meet the requirements of Table II for the application and type shown on the plans and shall be selected from the Department's Approved Lists.

907-714.15.1.1--Geogrid for Retaining Walls and Reinforced Soil Slopes. Geogrid for retaining walls and reinforced soil slopes shall be creep tested in accordance with AASHTO R69 and meet Long Term Design Load, Minimum Ultimate Tensile Strength, and open area criteria listed in Table II. Manufacturers shall perform at least one long-term creep test for no less than 10,000 hours in accordance to ASTM D 5262 for each polymer or composition of polymers from which the geogrid is produced. The long-term design load that shall be reported for design use, shall be that load at which no more than 10% strain occurs over a 100-year design life of the geogrid, as calculated in accordance with AASHTO R69. Long-term design loads shall be reported unfactored, and the AASHTO strength reduction factors (Durability and Installation, and safety factors) will be considered by the Department's Geotechnical Branch on a site specific design basis.

<u>907-714.15.1.2--Geogrid for Subgrade Stabilization</u>. Geogrid for subgrade stabilization shall meet Minimum Ultimate Tensile Strength and open area criteria listed in Table II.

907-714.15.2--Marking, Shipment, and Storage. Each roll or container of geogrid shall be visibly labeled with the name of the manufacturer, trade name of the product, lot number, and quantity of material. In addition, each roll or container shall be clearly tagged to show the type designation that corresponds to that required by the plans. During shipment and storage the geogrid shall be protected from direct sunlight, and temperatures above 120°F or below 0°F. The geogrid shall either be wrapped and maintained in a heavy duty protective covering or stored in a safe enclosed area to protect from damage during prolonged storage.

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

by the Department.

<u>907-714.15.4--Acceptance Sampling and Testing</u>. Final acceptance of each shipment will be based upon results of tests performed by the Department on verification samples submitted from the project, as compared to the manufacturer's certified test reports. The Engineer will select one roll or container at random from each shipment for sampling. As sample extending full width of the randomly selected roll or container and being at least five (5) square yards in area will be obtained and submitted by the Engineer. All material samples shall be provided at no cost to the State.

TABLE II GEOGRIDS

Physical Properties			Test Method				
	I	II	III	IV	V	VI	
Long Term Design Load ¹ , pounds per foot, Machine Direction	250	500	750	1500	2500	3500	AASHTO R69, ASTM D5262
Minimum Ultimate Tensile Strength ² , pounds per foot, Machine Direction	500	1000	1500	3000	5000	7000	ASTM D6637
Open Area, percent	70	70	50	50	50	50	Direct Measurement

¹ Minimum design criteria requirement.

² Minimum Average Roll Value (MARV).

CODE: (SP)

SPECIAL PROVISION NO. 907-718-1

DATE: 12/07/2021

SUBJECT: Timber and Dimension Lumber

Section 718, Timber and Dimension Lumber, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

Delete the Subsections in Section 718 on pages 836 thru 838, and substitute the following.

<u>907-718.01--General.</u> All timber and dimension lumber shall be Southern pine and shall conform in all respects to applicable requirements of AASHTO M 168. The Department reserves the right to sample and to test all materials at any time; all inspection, testing, and certification of materials will be performed in accordance with the requirements of the current version of the Department's *Materials Division Inspection, Testing, and Certification Manual*.

Timber and dimension lumber shall be furnished in the sizes shown on the plans or as specified. Unless otherwise specified, timber and dimension lumber shall be No. 1, or better, graded according to the latest American Lumber Standards.

Only one type of preservative shall be used for the treatment of materials for any one class of construction on a project, unless otherwise specified.

Where treated timber and dimensional lumber is to be used in non-highway construction or use, such as decking, handrails in walking trails, or in any manner where general public exposure by touch is possible, the treatment requirements will be as per project plans and/or approved by the State Materials Engineer.

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

<u>907-718.03--Treated Timber and Dimension Lumber</u>. Timber and dimension lumber to be treated shall meet the requirements herein specified and shall be treated as specified. Treated timber or dimensional lumber will not be accepted for use unless it has been inspected by an authorized representative of the Department and found to be satisfactory after treatment.

907-718.03.1--Blank.

907-718.03.2--Treatment.

<u>907-718.03.2.1--General.</u> All materials shall be treated in accordance with AASHTO M 133 unless otherwise directed by the Environmental Protection Agency (EPA).

907-718.03.2.2--Blank.

<u>907-718.03.2.3--Inspection</u>. Treated timber and dimension lumber shall be inspected by an authorized representative of the Department before being incorporated into the work. Treatment reports shall be provided to the Department for each lot of material supplied.

907-718.03.3--Blank.

<u>907-718.03.4--Storage of Treated Material</u>. All material treated for stock shall be stacked as compactly as possible on a well-drained surface. Material shall be supported on sills spaced as necessary, not to exceed 10 foot intervals and shall have at least one foot of air space beneath the stacks.

All materials treated with preservatives for use in buildings and applications where painting is required shall be dried after treatment. The treated wood shall be dried in accordance with American Lumber Standards.

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

CODE: (IS)

SPECIAL PROVISION NO. 907-720-2

DATE: 09/11/2018

SUBJECT: Acceptance Procedure for Glass Beads

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

907-720.01--Glass Beads.

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

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

CODE: (IS)

SPECIAL PROVISION NO. 907-721-2

DATE: 01/08/2020

SUBJECT: Materials for Signing

Section 721, Materials for Signing, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-721.06--Reflective Sheeting.

<u>907-721.06.2--Performance Requirements.</u> Delete Table 4 and Table 5 in Subsection 721.06.2 on pages 860 & 861, and substitute the following.

MINIMUM COEFFICIENTS OF RETROREFLECTION Candela per foot candle per square foot (cd/fc/ft²) Per ASTM Designation D4956

TABLE 4 Type IX Sheeting

Observation Angle	Entrance Angle	White	Yellow	Green	Red	Blue	Fluorescent Yellow/Green	Fluorescent Yellow	Fluorescent Orange
0.2°	-4.0°	380	285	38	76	17	300	230	115
0.2°	+30.0°	215	162	22	43	10	170	130	65
0.5°	-4.0°	240	180	24	48	11	190	145	72
0.5°	+30.0°	135	100	14	27	6.0	110	81	41
1.0°	-4.0°	80	60	8.0	16	3.6	64	48	24
1.0°	+30.0°	45	34	4.5	9.0	2.0	36	27	14

TABLE 5
Type XI Sheeting

Observation Angle	Entrance Angle	White	Yellow	Green	Red	Blue	Brown	Fluorescent Yellow/Green	Fluorescent Yellow	Fluorescent Orange
0.2°	-4.0°	580	435	58	87	26	17	460	350	175
0.2°	+30.0°	220	165	22	33	10	7.0	180	130	66
0.5°	-4.0°	420	315	42	63	19	13	340	250	125
0.5°	+30.0°	150	110	15	23	7.0	5.0	120	90	45
1.0°	-4.0°	120	90	12	18	5.0	4.0	96	72	36
1.0°	+30.0°	45	34	5.0	7.0	2.0	1.0	36	27	14

SECTION 905 - PROPOSAL

	Date	
Mississippi Transportation Commission		
Jackson, Mississippi		
Sirs: The following proposal is made on behalf of		
of		

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

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

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

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

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

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

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

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

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

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

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

SECTION 905 -- PROPOSAL (CONTINUED)

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

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

Revised 1/2016

The following is my (our) itemized proposal.

 $\label{eq:miles} \begin{tabular}{ll} Mill \& Overlay approximately 12 miles on US 61/49 from 0.6 miles south of SR 161 to Eagles Nest Road, known as Federal Aid Project Nos. \\ NH-0009-04(038) / 107958301 \& NH-0009-04(039) / 107958302 in Coahoma County. \\ \end{tabular}$

Line no.	Item Code	Adj Code	Quantity	Units Roadway I	Description[Fixed Unit Price]
0010	201-A001		1	Lump Sum	Clearing and Grubbing
0020	202-B007		240	Square Yard	Removal of Asphalt Pavement, All Depths
0030	202-B069		210	Square Yard	Removal of Concrete Pavement w/ Variable Depth Overlay
0040	202-B117		528	Each	Removal of Delineator, All Types
0050	202-B158		4,177	Linear Feet	Removal of Guard Rail, Including Rails, Posts and Terminal Ends
0060	202-B215		24	Each	Removal of Sign Including Post & Footing
0070	202-B240		14,950	Linear Feet	Removal of Traffic Stripe
0080	203-G001	(E)	75	Cubic Yard	Excess Excavation, FM, AH
0090	304-B002	(GT)	21,500	Ton	Granular Material, Class 3, Group D
0100	403-A002	(BA1)	29,175	Ton	12.5-mm, MT, Asphalt Pavement
0110	403-A003	(BA1)	5,225	Ton	12.5-mm, ST, Asphalt Pavement
0120	403-A006	(BA1)	300	Ton	19-mm, ST, Asphalt Pavement
0130	403-A015	(BA1)	3,125	Ton	9.5-mm, ST, Asphalt Pavement
0140	403-B010	(BA1)	7,340	Ton	9.5-mm, HT, Asphalt Pavement, Leveling
0150	403-B011	(BA1)	12,070	Ton	9.5-mm, MT, Asphalt Pavement, Leveling
0160	403-B012	(BA1)	3,175	Ton	9.5-mm, ST, Asphalt Pavement, Leveling
0170	403-D001	(BA1)	19,050	Ton	12.5-mm, HT, Asphalt Pavement, Polymer Modified
0180	406-D001		529,552	Square Yard	Fine Milling of Bituminous Pavement, All Depths
0190	407-A001	(A2)	87,100	Gallon	Asphalt for Tack Coat
0200	413-E001		8,250	Linear Feet	Sawing and Sealing Transverse Joints in Asphalt Pavement
0210	423-A001		49	Mile	Rumble Strips, Ground In
0220	503-C010		880	Linear Feet	Saw Cut, Full Depth
0230	601-B001	(S)	13	Cubic Yard	Class "B" Structural Concrete, Minor Structures
0240	606-B002		4,577	Linear Feet	Guard Rail, Class A, Type 1, 'W' Beam
0250	606-C001		2	Each	Guard Rail, Cable Anchor Type 1, Metal Post
0260	606-D019		8	Each	Guard Rail, Bridge End Section, Type H
0270	606-D022		20	Each	Guard Rail, Bridge End Section, Type I
0280	606-E005		23	Each	Guard Rail, Terminal End Section, Flared
0290	606-E007		3	Each	Guard Rail, Terminal End Section, Non-Flared
0300	607-A001		100,000	Linear Feet	31.5" Type"A" Woven Wire Fence, w/ Barbed Wire as Shown
0310	607-P1007		7,513	Each	Line Post, 7' Tee Post Steel
0320	607-P1021		155	Each	Line Post, 10' Tee Post Steel
0330	607-P2009		800	Each	Brace Post, 8' x 6" Timber
0340	607-Z001		956	Each	Concrete Anchors
0350	618-A001		1	Lump Sum	Maintenance of Traffic

Line no. 0360	Item Code 618-B001	Adj Code	Quantity 2	Units Square Feet	Description[Fixed Unit Price] Additional Construction Signs (\$10.00)
0370	619-A1001		85	Mile	Temporary Traffic Stripe, Continuous White
0380	619-A2001		79	Mile	Temporary Traffic Stripe, Continuous Yellow
0390	619-A3001		79	Mile	Temporary Traffic Stripe, Skip White
0400	619-A4001		2,605	Linear Feet	Temporary Traffic Stripe, Skip Yellow
0410	619-A5001		45,040	Linear Feet	Temporary Traffic Stripe, Detail
0420	619-A6001		1,301	Square Feet	Temporary Traffic Stripe, Legend
0430	619-A6002		2,920	Linear Feet	Temporary Traffic Stripe, Legend
0440	620-A001		1	Lump Sum	Mobilization
0450	626-A001		25	Mile	6" Thermoplastic Double Drop Traffic Stripe, Skip White
0460	626-B002		33	Mile	6" Thermoplastic Double Drop Traffic Stripe, Continuous White
0470	626-D002		420	Linear Feet	6" Thermoplastic Double Drop Traffic Stripe, Skip Yellow
0480	626-E001		29	Mile	6" Thermoplastic Double Drop Traffic Stripe, Continuous Yellow
0490	626-G004		49,050	Linear Feet	Thermoplastic Double Drop Detail Stripe, White
0500	626-G005		26,055	Linear Feet	Thermoplastic Double Drop Detail Stripe, Yellow
0510	626-H001		592	Square Feet	Thermoplastic Double Drop Legend, White
0520	626-H002		1,580	Linear Feet	Thermoplastic Double Drop Legend, White
0530	627-J001		240	Each	Two-Way Clear Reflective High Performance Raised Markers
0540	627-K001		2,860	Each	Red-Clear Reflective High Performance Raised Markers
0550	627-L001		2,599	Each	Two-Way Yellow Reflective High Performance Raised Markers
0560	630-A001		935	Square Feet	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness
0570	630-A003		851	Square Feet	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness
0580	630-A005		497	Square Feet	Standard Roadside Signs, Sheet Aluminum, 0.1" Thickness
0590	630-B002		2,818	Square Feet	Interstate Directional Signs, Bolted Extruded Aluminum Panels, Ground Mounted
0600	630-C001		895	Linear Feet	Square Tube Posts, 4.0 lb/ft
0610	630-C004		99	Linear Feet	Square Tube Posts, 9.0 lb/ft
0620	630-C005		1,641	Linear Feet	Square Tube Posts, 2.0 lb/ft
0630	630-C1001		355	Linear Feet	Square Post Inner Sleeve
0640	630-F002		75	Each	Delineators, Flexible Post Mounted, Crossover, Type I, Yellow
0650	630-F003		8	Each	Delineators, Flexible Post Mounted, Crossover, Type II
0660	630-F006		110	Each	Delineators, Guard Rail, White
0670	630-F007		101	Each	Delineators, Guard Rail, Yellow
0680	630-F010		258	Each	Delineators, Post Mounted, Double White
0690	630-F011		72	Each	Delineators, Post Mounted, Double Yellow
0700	630-F012		216	Each	Delineators, Post Mounted, Single White
0710	630-F013		90	Each	Delineators, Post Mounted, Single Yellow
0720	630-G004		24	Each	Type 3 Object Markers, OM-3R or OM-3L
0730	699-A001		1	Lump Sum	Roadway Construction Stakes

Line no.	Item Code	Adj Code	Quantity	Units	Description[Fixed Unit Price]					
0740	907-630-E003		160	Linear Feet	Structural Aluminum Angles & Bars, Aluminum Sign Bracing					
0750	907-630-PP002		283	Square Feet	Roadside Directional Signs, Sheet Aluminum, 0.125" Thickness, Ground Mounted					
ALTERNATE GROUP AA NUMBER 1										
0760	304-F001	(GT)	142	Ton	3/4" and Down Crushed Stone Base					
			ALTI	ERNATE GROUP	AA NUMBER 2					
0770	304-F002	(GT)	142	Ton	Size 610 Crushed Stone Base					
	ALTERNATE GROUP AA NUMBER 3									
0780	304-F003	(GT)	142	Ton	Size 825B Crushed Stone Base					

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

CONDITIONS FOR COMBINATION BID

If a bidder elects to submit a combined bid for two or more of the contracts listed for this month's letting, the bidder must complete and execute these sheets of the proposal in each of the individual proposals to constitute a combination bid. In addition to this requirement, each individual contract shall be completed, executed and submitted in the usual specified manner. Failure to execute this Combination Bid Proposal in each of the contracts combined will be just cause for each proposal to be received and evaluated as a separate bid. It is understood that the Mississippi Transportation Commission not only reserves the right to reject any and all proposals, but also the right to award contracts upon the basis of lowest separate bids or combination bids most advantageous to the State. It is further understood and agreed that the Combination Bid Proposal is for comparison of bids only and that each contract shall operate in every respect as a separate contract in accordance with its proposal and contract documents.

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

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COMBINATION BID PROPOSAL

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

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

- (a) If Combination A has been selected, your Combination Bid is complete.
- (b) If Combination B has been selected, then complete the following page.

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

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

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

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

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

subcontract subject to the Equal Opportunity	, has not, participated in a previous contract or Clause, as required by Executive Orders 10925, 11114, or
11246, and that he has, has not, fil	led with the Joint Reporting Committee, the Director of the
Office of Federal Contract Compliance, a Fe	ederal Government contracting or administering agency, or
the former President's Committee on Equal En	nployment Opportunity, all reports due under the applicable
filing requirements.	
	(COMPANY)
DATE:	

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and Subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such Contractors submit a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION CERTIFICATION

I,	3
(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 Co	orporation)
penalty of perjury under the laws of the United S	States and the State of Mississippi that
	, Bidder
(Name of Firm, Partnership	
on Project No. NH-0009-04(038)/ 1079583010	00 & NH-0009-04(039)/ 107958302000
in Coahoma	County(ies), Mississippi, has not either
directly or indirectly entered into any agreement	, participated in any collusion; or otherwise taken any action

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

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

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and
- d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Do exceptions exist and are made a part thereof? Yes / No

officers or principal owners.

Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing is true and correct.		
Executed on		
	Signature	

(01/2016 F)

S	SAM.GOV Registration and Unique Entity ID
f	Bidders are advised that the Prime Contractor must register and maintain a current registration in the System for Award Management (http://sam.gov) at all times during the project. Upon registration, the Contractor will be assigned a SAM Unique Entity ID.
	Bidders are advised that prior to the award of this contract, they MUST be registered in the System for Award Management.
	(We) acknowledge that this contract cannot be awarded if I (We) are not registered in the System for Award Management prior to the award of this contract (Yes / No)
Ι	(We) have a SAM Unique Entity ID (Yes / No)
S	SAM Unique Entity ID:
(Company Name:
(Company e-mail address:

SECTION 902

CONTRACT FOR NH-0009-04(038)/ 107958301000 & NH-0009-04(039)/ 107958302000

LOCATED IN THE COUNTY(IES) OF **Coahoma**

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 signatur	es 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
	Insportation Commission in session on the day of No, Page No
Revised 8/06/2003	

S E C T I O N 9 0 3 PERFORMANCE AND PAYMENT BOND

CONTRACT BOND FOR: NH-0009-04(038)/ 107958301000 & NH-0009-04(039)/ 107958302000

LOCATED IN THE COUNTY(IES) OF: Coahoma

STATE OF MISSISSIPPI, COUNTY OF HINDS

Know all men by these pr	esents: that we,
	(Contractor)
	Principal, a
residing at	in the State of
and	
residing at	(Surety) in the State of ,
	in the State of Mississippi, under the laws thereof, as surety, effective as of the contract date
shorem halore one hald on	I finnely have diverte the State of Mississippi in the over of
snown below, are neld an	d 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 present	S.
The conditions of this bo	d are such, that whereas the said
principal has (have) enter	ed 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
	Department of Transportation, Jackson, Mississippi.
Now therefore, if the aborin a	l things shall stand to and abide by and well and truly observe, do keep and perform all and
	ants, conditions, guarantees and agreements in said contract, contained on his (their) part to be
	performed and each of them, at the time and in the manner and form and furnish all of the
	pecified in said contract in strict accordance with the terms of said contract which said plans
	provisions are included in and form a part of said contract and shall maintain the said work al completion and acceptance as specified in Subsection 109.11 of the approved specifications
	discissisppi Transportation Commission from any loss or damage arising out of or occasioned by
	or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said
	agents, servants, or employees in the performance of said work or in any manner connected
	able and responsible in a civil action instituted by the State at the instance of the Mississipp
-	on or any officer of the State authorized in such cases, for double any amount in money or
	se or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, o
	ir) agents or employees, and shall promptly pay the said agents, servants and employees and al
	material, equipment or supplies therefor, including premiums incurred, for Surety Bonds Workmen's Compensation Insurance; with the additional obligation that such Contractor shall
	of all taxes, licenses, assessments, contributions, damages,
1 1 J FJ	, , , , , , , , , , , , , , , , , , , ,

any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the Executive Director of the Mississippi Department of Transportation, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

(Contractors) Principal	Surety
Ву	By
	(Signature) Attorney in Fact
	Address
Title	
(Contractor's Seal)	(Printed) MS Agent
	(Signature) MS Agent
	Address
	(Surety Seal)
	Mississippi Insurance ID Number



BID BOND

KNOW ALL MEN BY THESE PRE	SENTS, that we		
	, <u> </u>	Contractor	
		Address	
		City, State ZIP	
As principal, hereinafter called the Pr	rincipal, and	Surety	
a corporation duly organized under the			
as Surety, hereinafter called the Sure	ty, are held and firmly	bound unto _ State of Mississip	pi, Jackson, Mississippi
As Obligee, hereinafter called Oblige	ee, in the sum of Five	Per Cent (5%) of Amount Bid	
	Dollars(\$)	
for the payment of which sum will executors, administrators, successors			
WHEREAS, the Principal has submit miles south of SR 161 to Eagles Ne NH-0009-04(039) / 107958302 in C NOW THEREFORE, the condition of said Principal will, within the time reperformance of the terms and conditi will pay unto the Obligee the different which the Obligee legally contracts which is no event shall liability hereunders.	st Road, known as Fe coahoma County. If this obligation is such equired, enter into a for ons of the contract, the nee in money between with another party to pe	that if the aforesaid Principal shall mal contract and give a good and on this obligation to be void; other the amount of the bid of the said erform the work if the latter amou	9-04(038) / 107958301 & Il be awarded the contract, the I sufficient bond to secure the wise the Principal and Surety Principal and the amount for
Signed and sealed this	day of	, 20	
	(Principal)		(Seal)
(Witness)	(Name) By	y: (Title)	
(Witness)	(Name)	(Title)	
	(Surety)	(Seal)	
		By:	
(Witness)	(Attorney-in-Fa	ct)	
	(MS Agent)		
	Mississ	zinni Insurance ID Number	

REV. 1/2016

MISSISSIPPI DEPARTMENT OF TRANSPORTATION OFFICE OF CIVIL RIGHTS JACKSON, MISSISSIPPI

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on: Letting Date: April 26, 2022

Project No: NH-0009-04(038)/ 107958301000 & NH-0009-04(039)/ 107958302000

County: Coahoma

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:									
Thone Ivamoor.	DBE Firm	Non-DBE Firm							
Firm Name: Contact Name/Title: Firm Mailing Address: Phone Number:									
	DBE Firm	Non-DBE Firm							
Firm Name: Contact Name/Title: Firm Mailing Address: Phone Number:									
r none Number.	DBE Firm	Non-DBE Firm							
Firm Name: Contact Name/Title: Firm Mailing Address: Phone Number:									
r none rumber.	DBE Firm	Non-DBE Firm							
	s	UBMITTED BY (Signature)							
		FIRM NAME							

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958302		NOV DEC													NOV DEC	ည
139) / 1079 —		_														
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58301 & NE																ĦI
38) / 10795	0	Augus													AUGUST	21
NH-0009-04(038) / 107958301 & NH-0009-04(039) / 107958302 Coahoma	× " "	JULT													JULY	21
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		LINE NUMBERS	10. 40-70. 200. 240-440. 730		20, 30, 80-190, 220, 760-780	Signing & 210, 230, 450-720, 740-750 Permament Stripe							LET: 04/26/2022 NOA: 05/10/2022	06/09/2022 170	MONTH	ANTICIPATED WORKING DAYS PER MONTH
FORM CSD-612 Rev. 1/2015	WORK PHASE	NO. DESCRIPTION	1 Miscellaneous	\neg	2 Milling & Paving	l .	-						LET: NOA:	NTP/BCT: W.D.:		ANTICIPATED W
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NOTE: THE ANTICIPATED WORKING DAYS SHOWN ON THIS SCHEDULE ARE FOR INFORMATIONAL PURPOSES ONLY. THE ACTUAL WORKING DAY TOTAL AS ASSESSED BY THE PROJECT ENGINEER ON FORM CSD-765 SHALL GOVERN.