Keyed

04 -



SM No. CNH0026010821

PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF

04

Mill & Overlay approximately 5 miles of SR 19 beginning approximately 0.5 miles north of North Hills Street to 0.2 miles north of SR 494, known as Federal Aid Project No. NH-0026-01(082) / 108176301 in Lauderdale County.

Project Completion: 104 Working Days

(STATE DELEGATED)

NOTICE

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

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

SECTION 900

OF THE CURRENT 2017 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

JACKSON, MISSISSIPPI

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Progress Schedule

(REVISIONS TO THE ABOVE WILL BE INDICATED ON THE SECOND SHEET OF SECTION 905 AS ADDENDA)
03/30/2023 08:47 AM

SECTION 901 - ADVERTISEMENT

Electronic bids will be received by the Mississippi Transportation Commission at 10:00 o'clock A.M., Tuesday, April 25, 2023, from the Bid Express Service and shorty thereafter publicly read on the Sixth Floor For:

Mill & Overlay approximately 5 miles of SR 19 beginning approximately 0.5 miles north of North Hills Street to 0.2 miles north of SR 494, known as Federal Aid Project No. NH-0026-01(082) / 108176301 in Lauderdale County.

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

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

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

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

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

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

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

BRAD WHITE EXECUTIVE DIRECTOR

SUPPLEMENT TO NOTICE TO BIDDERS NO. 1

DATE: 06/08/2021

SUBJECT: Governing Specifications

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

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

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

DATE: 03/01/2017

SUBJECT: Governing Specifications

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

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

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

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

DATE: 03/01/2017

SUBJECT: Status of Right-of-Way

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

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

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

STATUS OF RIGHT-OF-WAY

NH-0026-01(082) 108176/301000 Lauderdale 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-0026-01(082)
108176-301000
Lauderdale County
February 8, 2023

Reference is made to notices to bidders entitled "Asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP)" and "Removal of Obstructions".

The following pertinent information is furnished concerning asbestos containing materials (ACMs), if any, found in buildings to be removed by the Contractor.

There is no Right of Way required for this project. There are no buildings to be removed by the contractor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION Inter-Departmental Memorandum

TO:

Trudi Loflin **ROW Division**

DATE: February 8, 2023

FROM:

Adam L. McDaniel Anele

SUBJECT OR PROJECT NO: NH-0026-01(082)/108176-301000

ROW Documentation

INFORMATION COPY TO:

COUNTY: Lauderdale

Project File Construction Division

District Status Report

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

ALM:alm

STATUS OF POTENTIALLY CONTAMINATED SITES
NH-0026-01(082)
108176-301000
Lauderdale County
February 8, 2023

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

Improvements to be included in Notice to Bidders to be removed by the Construction Contractor FMS Construction Project No: 108176-301000 External ROW No: NH-0026-01(082)

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

CODE: (SP)

SECTION 904 - NOTICE TO BIDDERS NO. 3

DATE: 01/17/2017

SUBJECT: Final Clean-Up

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

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

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

SECTION 904 - NOTICE TO BIDDERS NO. 9

CODE: (IS)

DATE: 03/01/2017

SUBJECT: Federal Bridge Formula

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

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

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

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

or

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

An on line BRIDGE FORMULA WEIGHTS CALCULATOR is available at

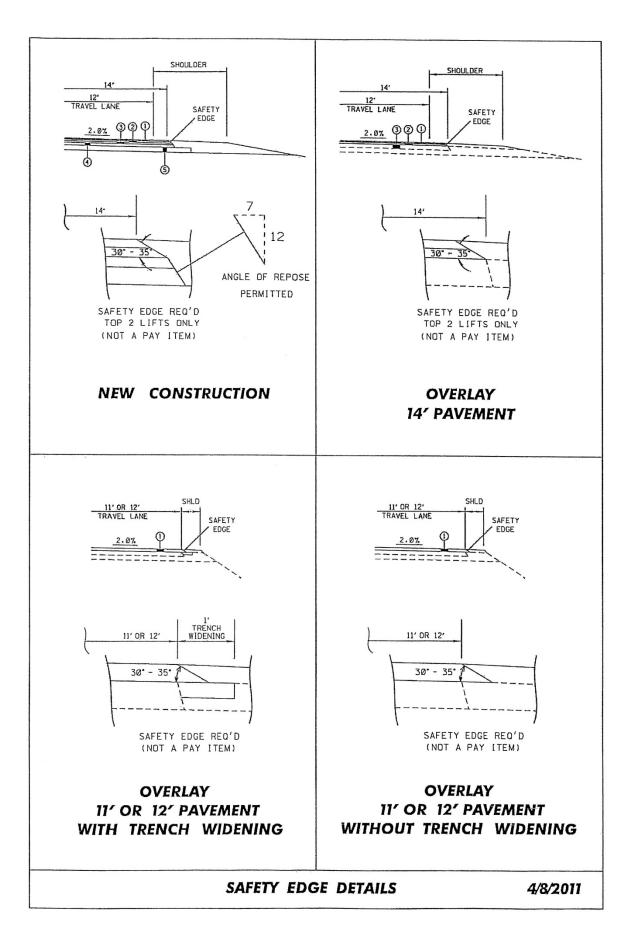
http://ops.fhwa.dot.gov/freight/sw/brdgcalc/calc_page.htm

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

DATE: 03/01/2017

SUBJECT: Safety Edge

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



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. 446 CODE: (SP)

DATE: 10/18/2017

SUBJECT: Traffic on Milled Surface in Urban Areas

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

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

DATE: 11/28/2017

SUBJECT: Errata and Modifications to the 2017 Standard Specifications

<u>Page</u>	Subsection	<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. 977 CODE: (IS)

DATE: 07/25/2018

SUBJECT: DUNS Requirement for Federal Funded Projects

Bidders are advised that the Prime Contractor must maintain a current registration in the System for Award Management (http://www.sam.gov) at all times during this project. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (http://www.dnb.com) is one of the requirements for registration in the System for Award Management.

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

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

DATE: 11/13/2018

SUBJECT: Early Notice to Proceed

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

CODE: (IS)

SECTION 904 - NOTICE TO BIDDERS NO. 1226

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 used. Before a refund is issued, you are required to...

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

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

Refund Gasoline Dealer

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

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

Dyed Diesel Used for Non-Highway Purposes

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

Dyed Diesel Used on the Highway

Any person who purchases, receives, acquires or uses dyed diesel for highway use will be liable to pay 18 cents per gallon <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.

CODE: (SP)

SECTION 904- NOTICE TO BIDDERS NO. 2278

DATE: 03/04/2020

SUBJECT: Smoothness Tolerances

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

SUPPLEMENT TO NOTICE TO BIDDERS NO. 2611

DATE: 05/02/2020

The goal is 2 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 <u>certified</u> 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 <u>sixty percent (60%)</u> of the expenditures to suppliers that <u>are not</u>

<u>manufacturers</u>, 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.

CODE: (SP)

SECTION 904 - NOTICE TO BIDDERS NO. 2782

DATE: 8/13/2020

SUBJECT: DBE Pre-Bid Meeting

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

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

Password (if prompted): 272147

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

1-888-227-7517

Conference Code: 404496

SECTION 904 - NOTICE TO BIDDERS NO. 2954

CODE: (IS)

DATE: 12/01/2020

SUBJECT: Reflective Sheeting for Signs

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

Temporary Construction Signs

Temporary traffic control (orange) sign sheeting shall be a minimum Type IX Fluorescent Orange sheeting as shown in Special Provision 907-721.

Permanent Signs

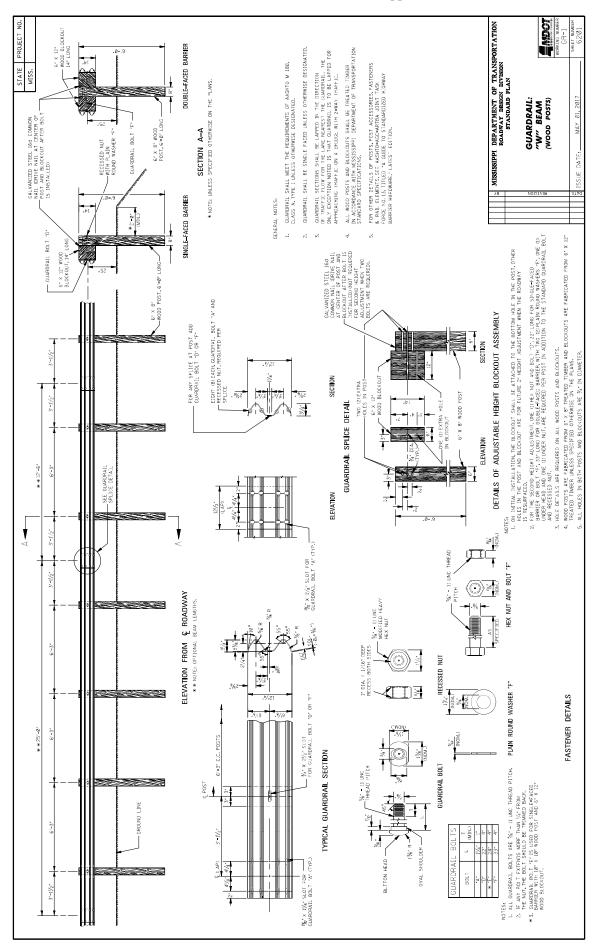
Permanent signs, except signs on traffic signal poles/mast arms, shall be as follows:

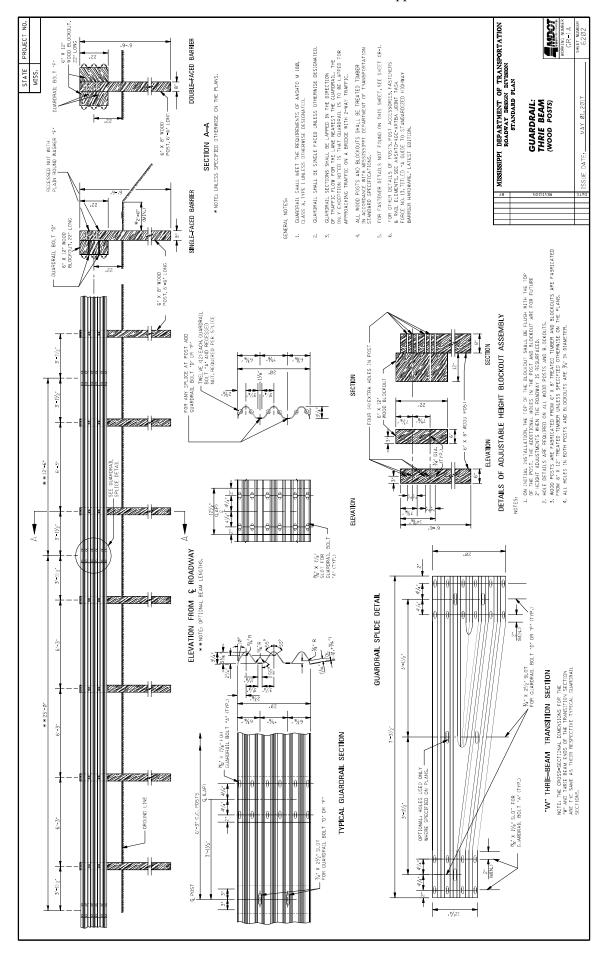
- Brown background sheeting on guide signs shall be a minimum Type VIII sheeting,
- Green and blue background sheeting on guide signs shall be a minimum Type IX sheeting, and
- All white, yellow, red, fluorescent yellow, and fluorescent yellow/green sheeting shall be Type XI sheeting.

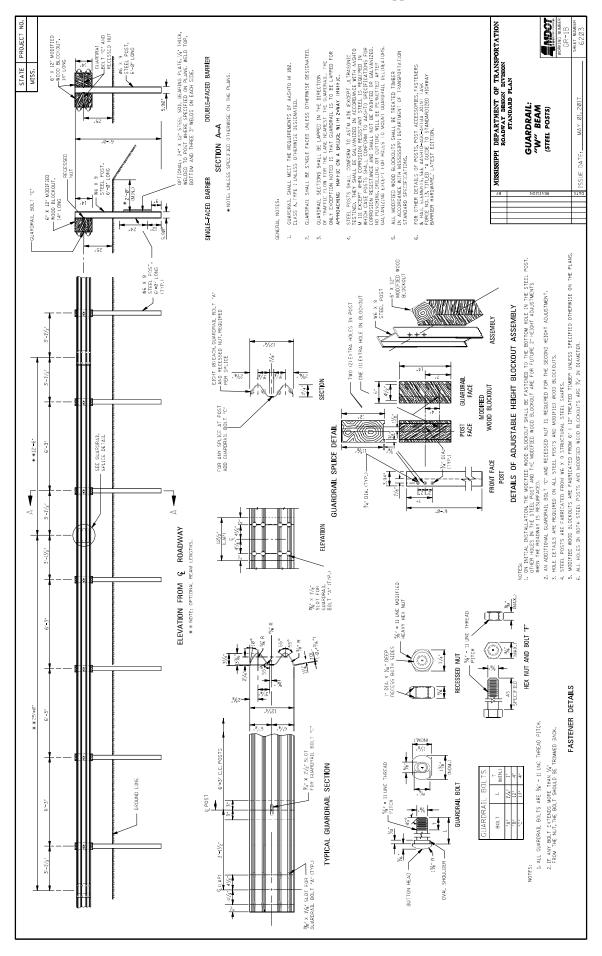
SUPPLEMENT TO NOTICE TO BIDDERS NO. 3599

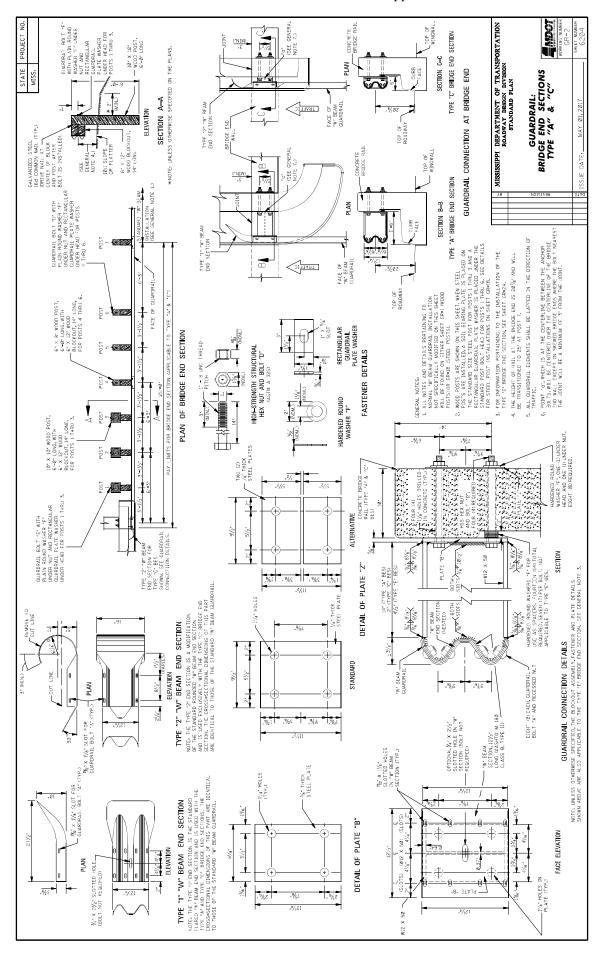
DATE: 08/11/2021

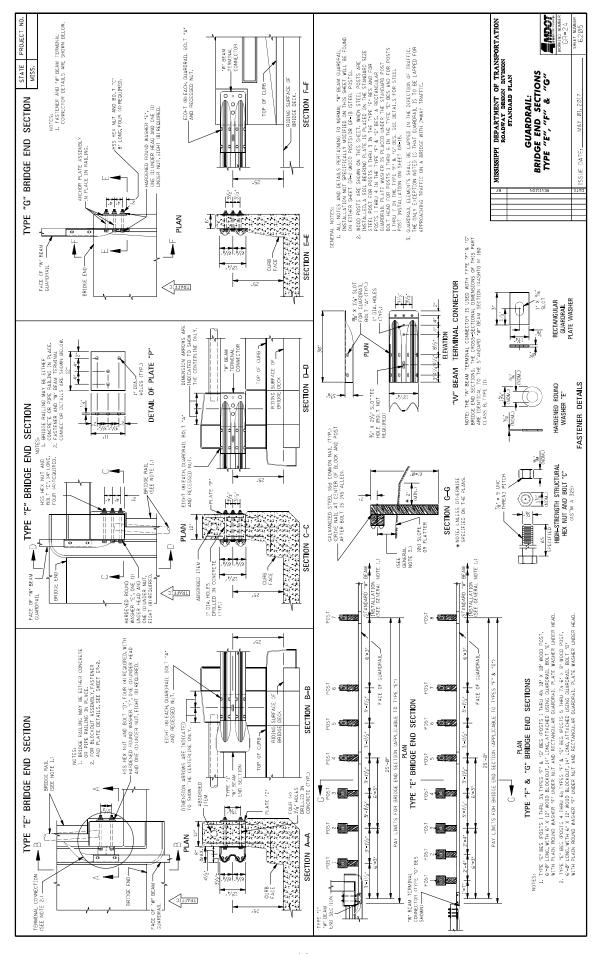
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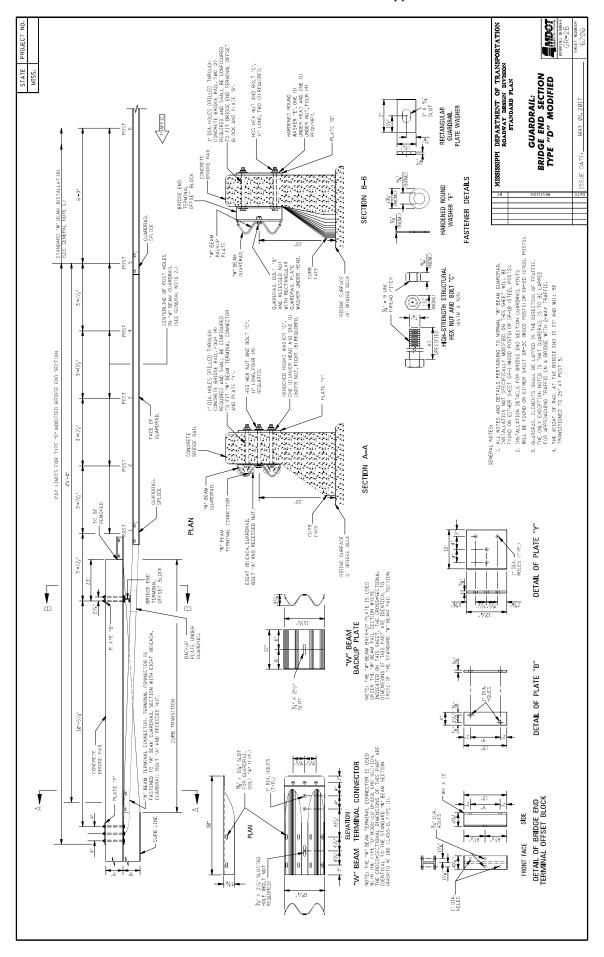


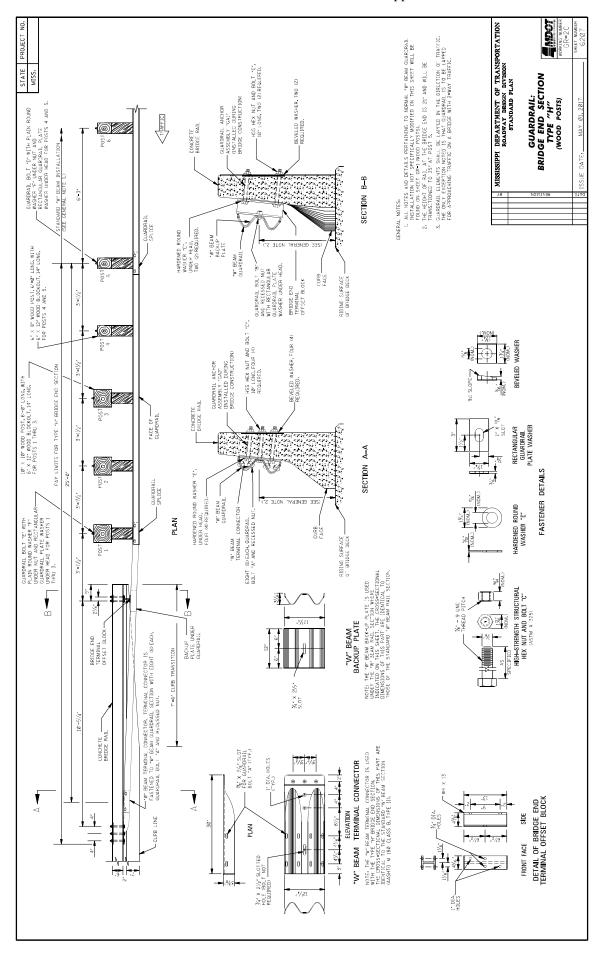


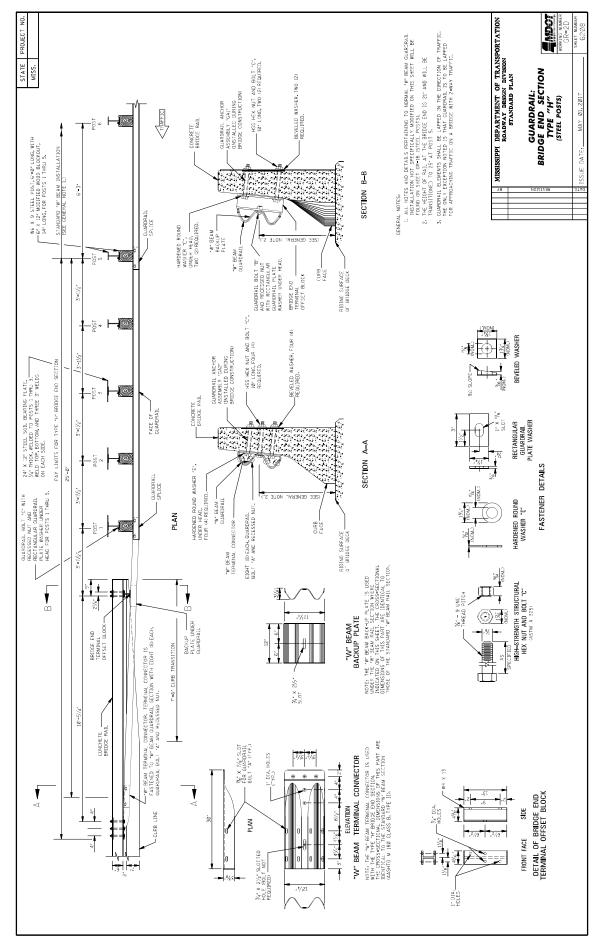


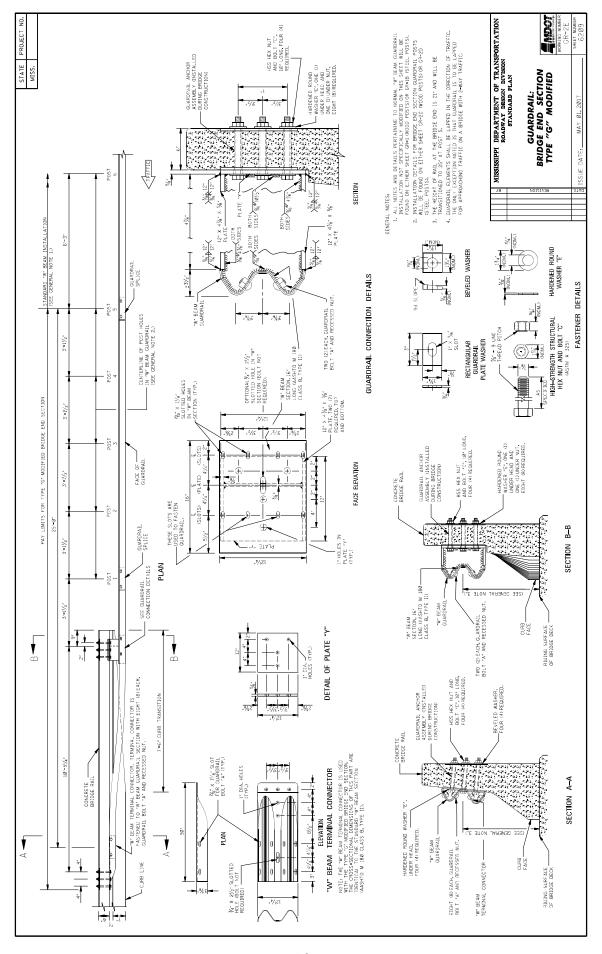


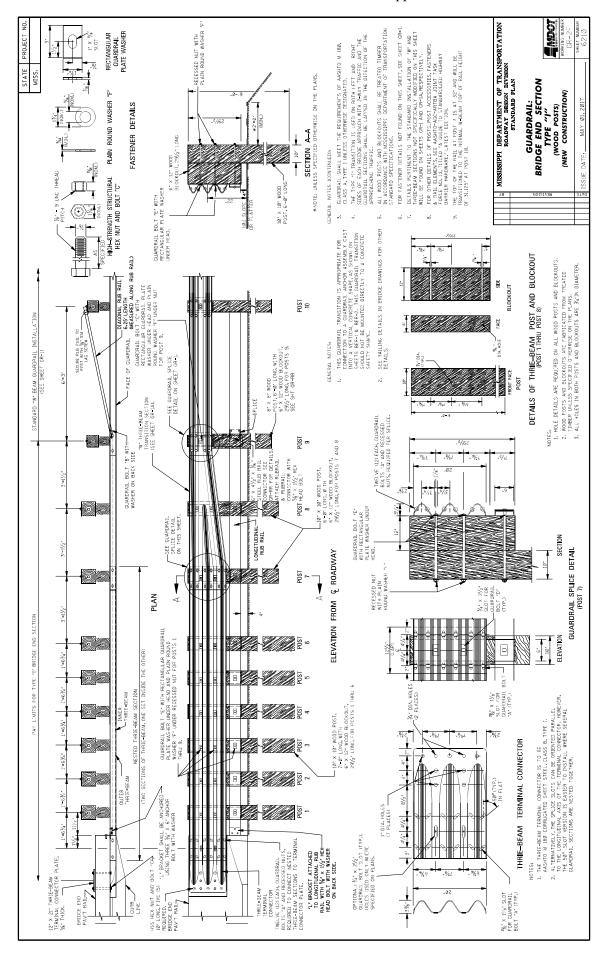


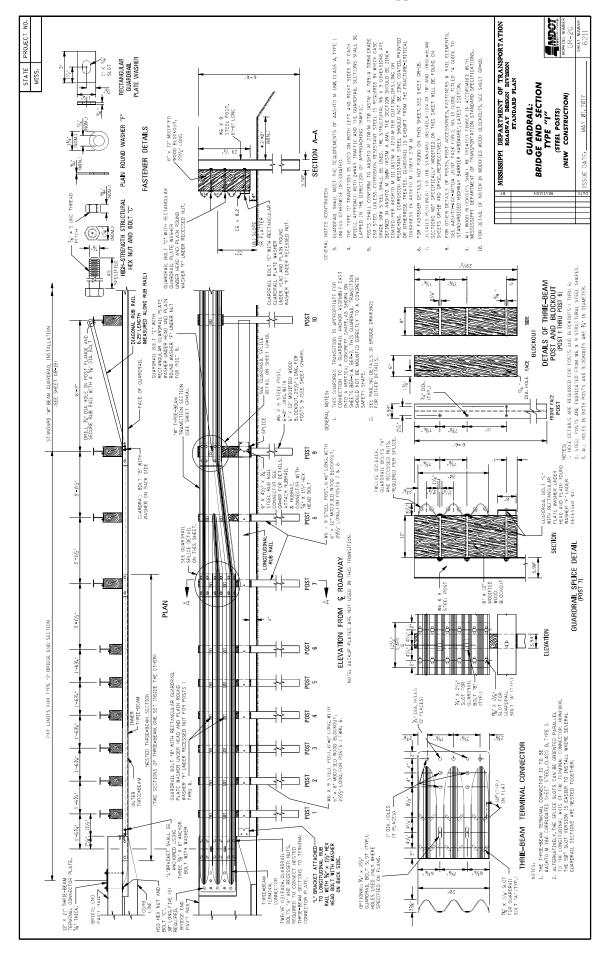


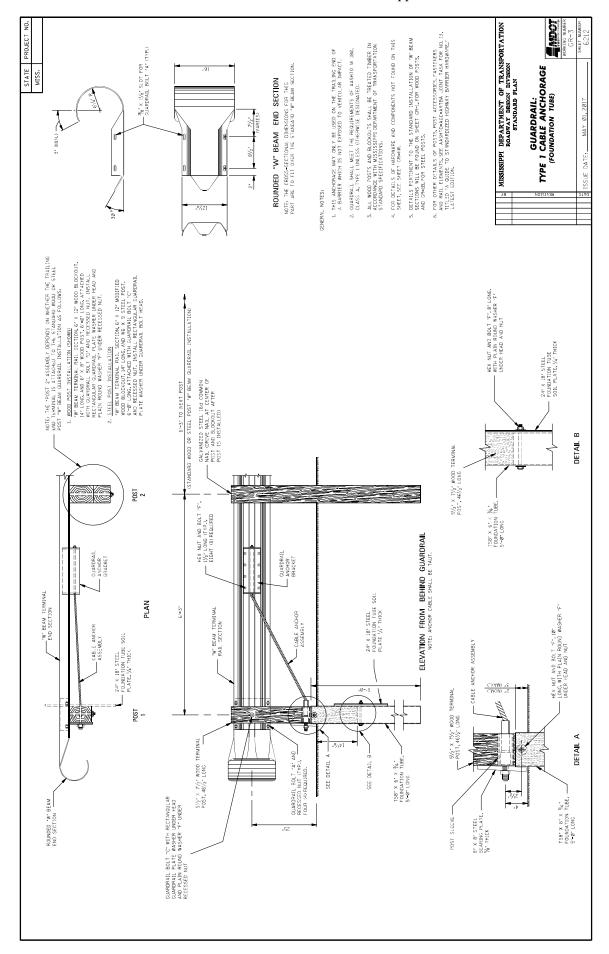


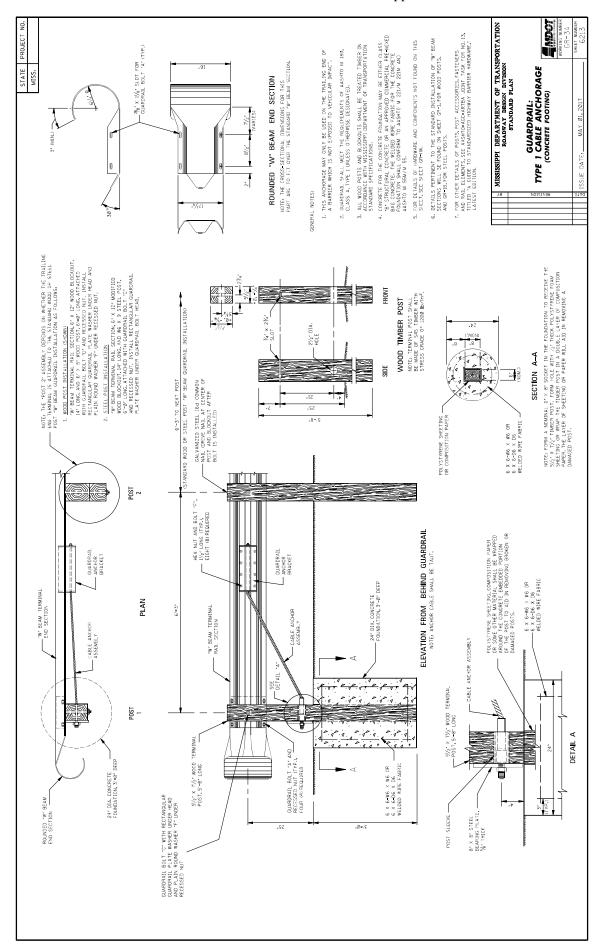


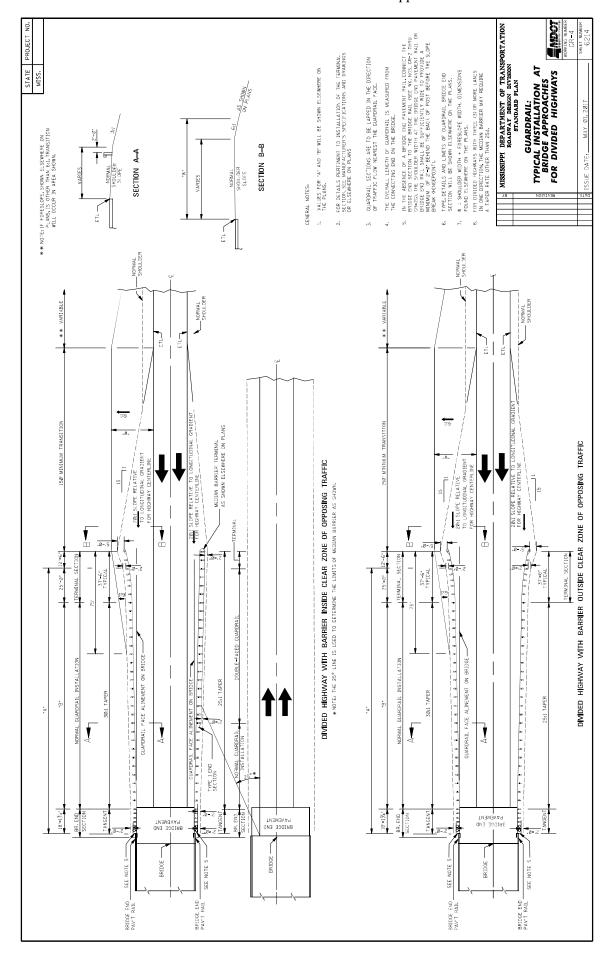


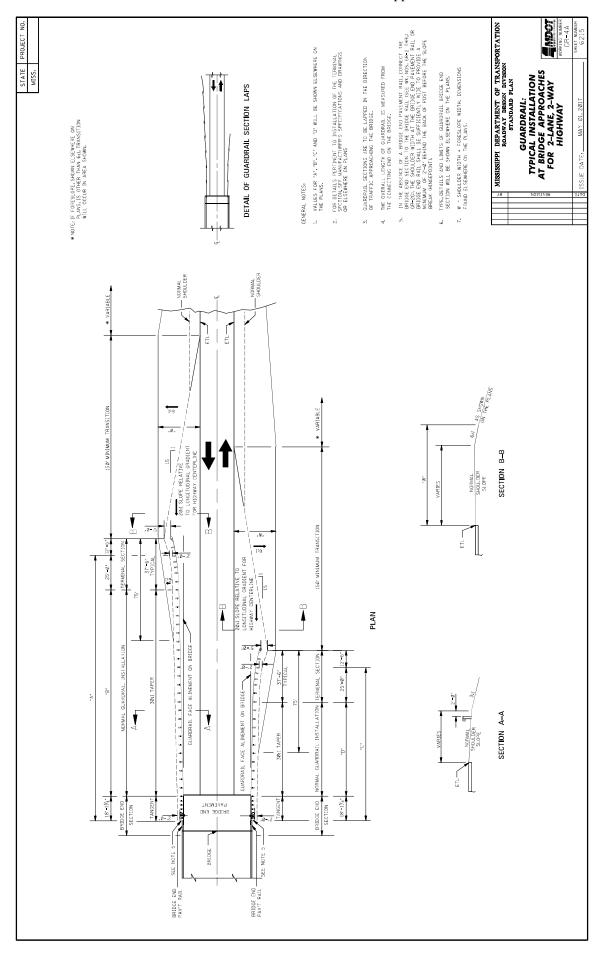


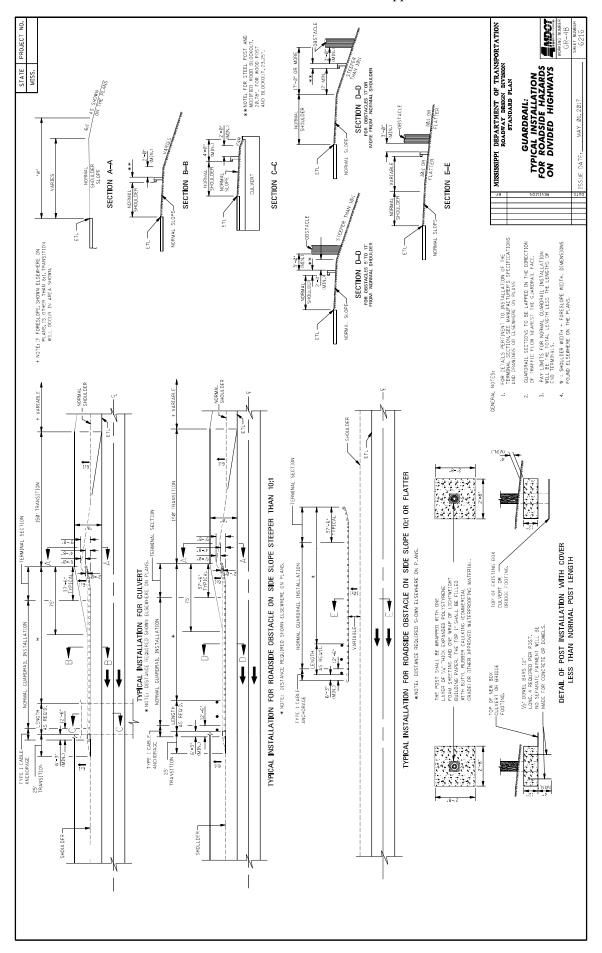


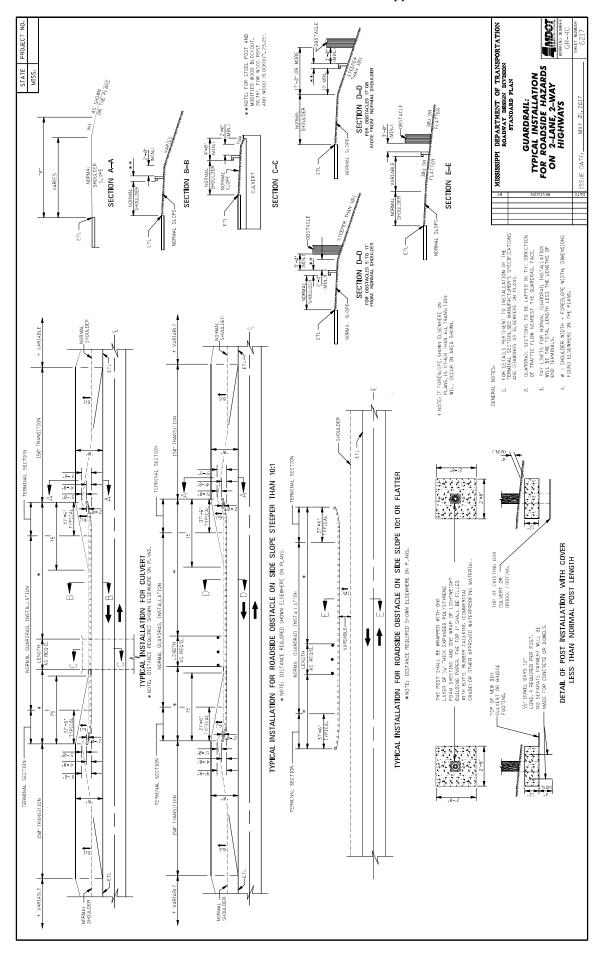


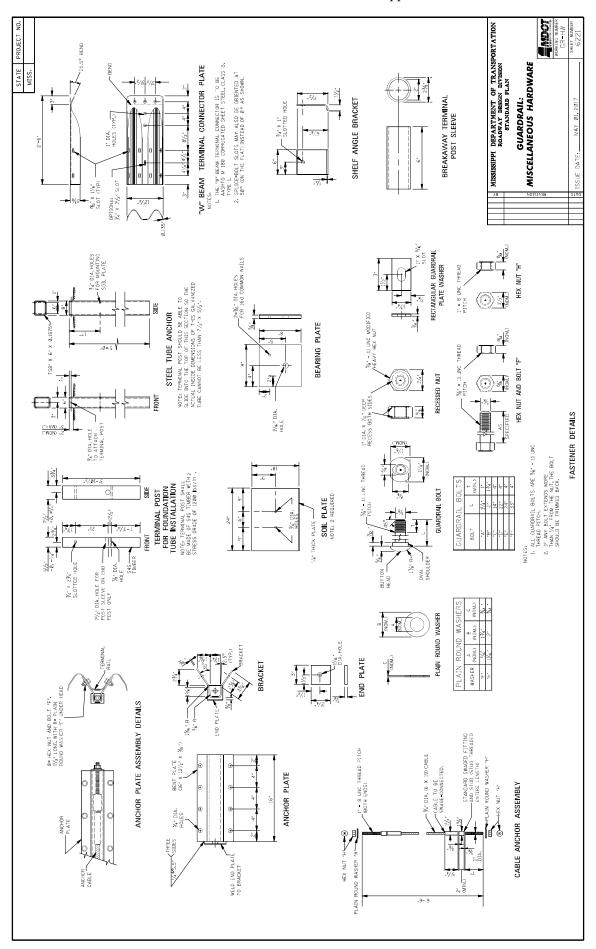


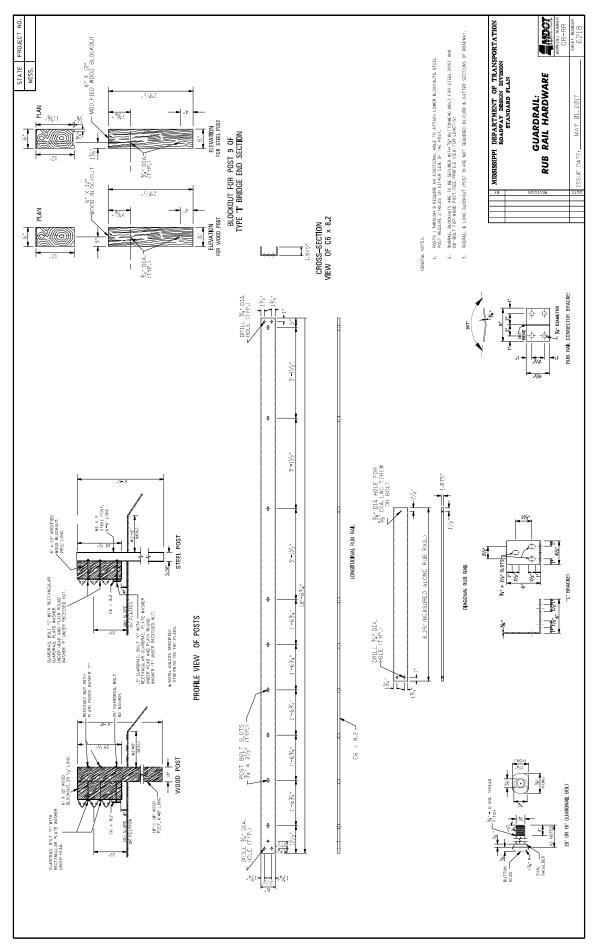












SECTION 904 – NOTICE TO BIDDERS NO. 3599 CODE: (SP)

DATE: 08/11/2021

SUBJECT: Standard Drawings

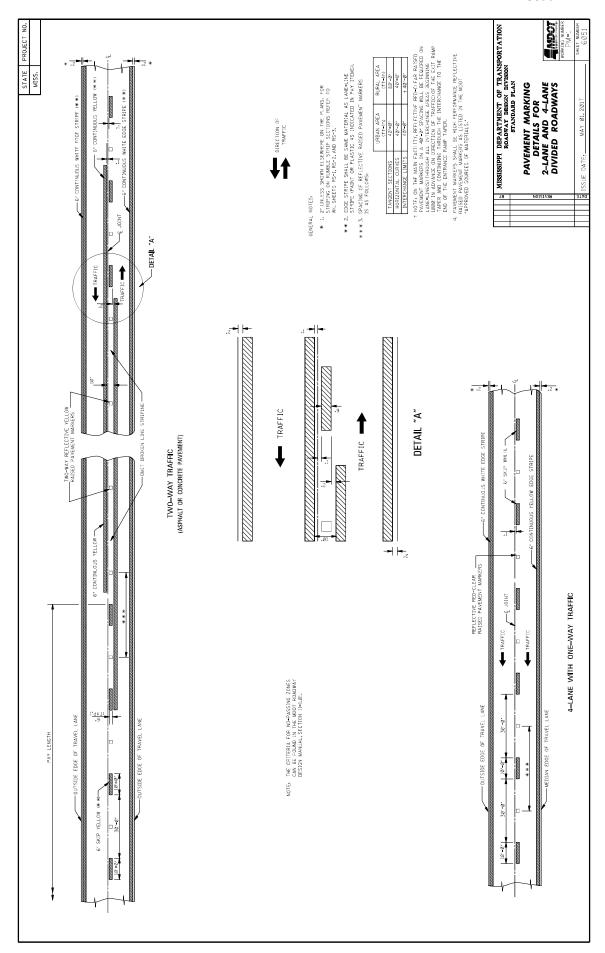
Standard Drawings attached hereto shall govern appropriate items of required work.

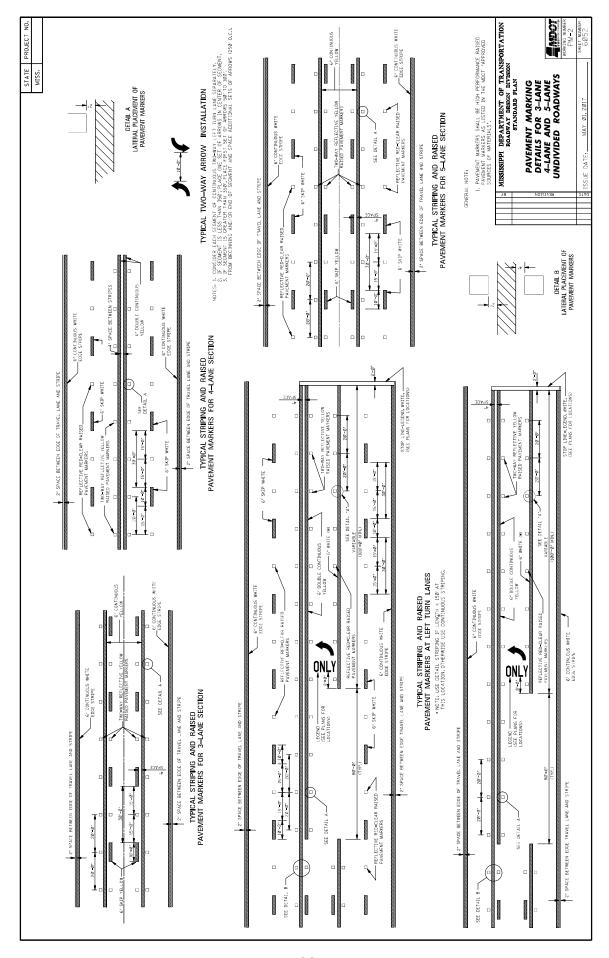
Larger copies of Standard Drawings may be purchased from:

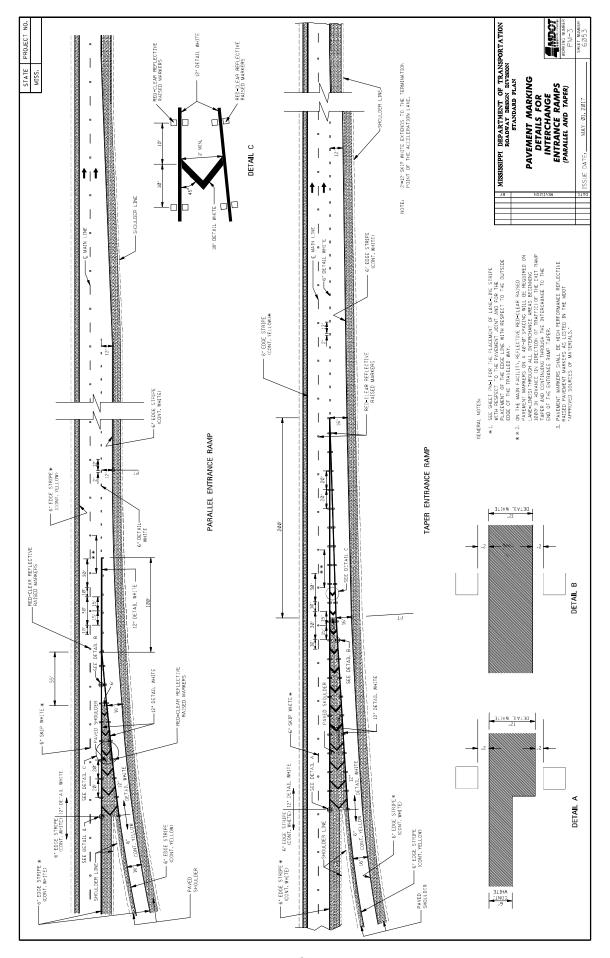
MDOT Plans Print Shop MDOT Shop Complex, Building C, Room 114 2567 North West Street P.O. Box 1850 Jackson, MS 39215-1850 Telephone: (601) 359-7460

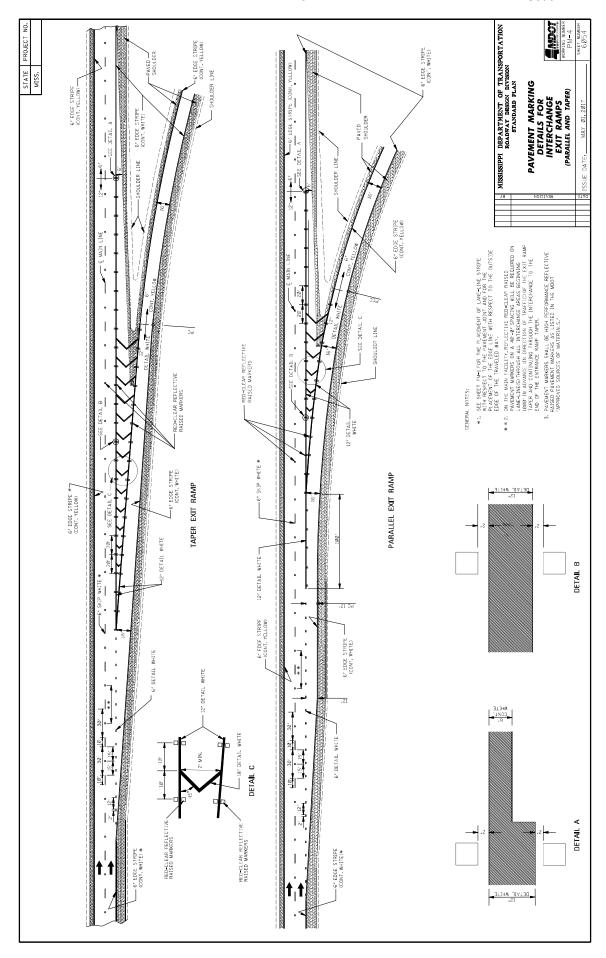
or FAX: (601) 359-7461

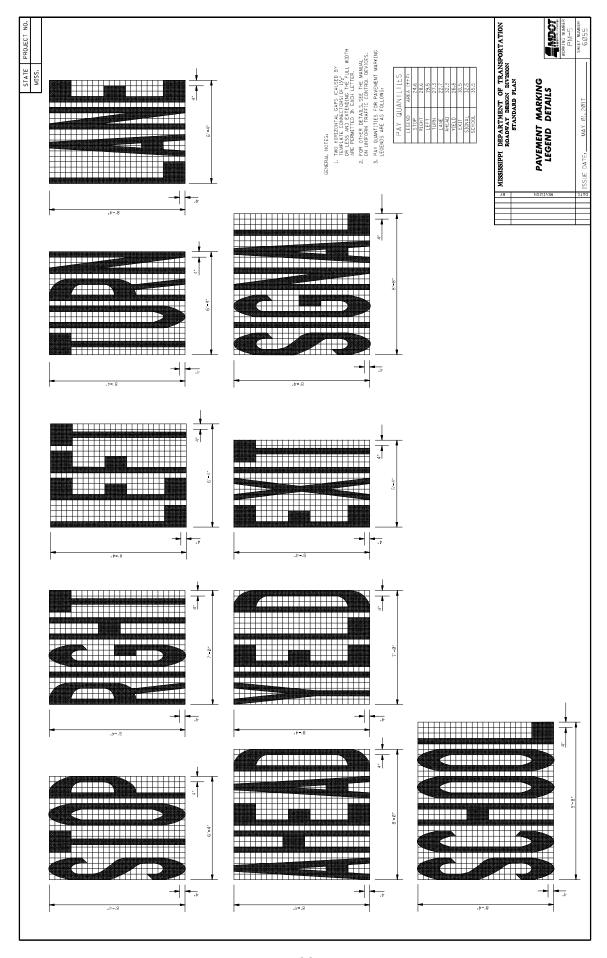
or e-mail: plans@mdot.state.ms.us

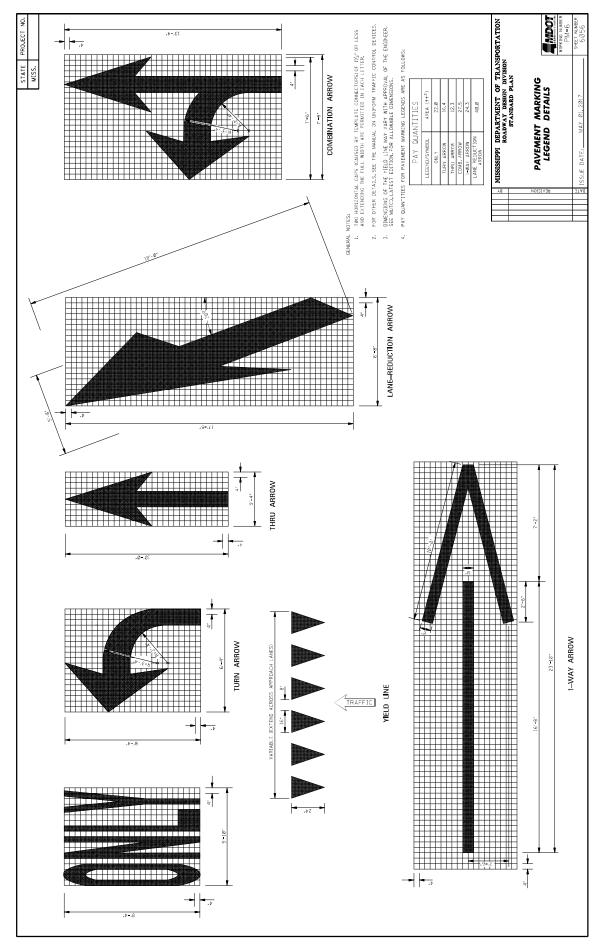


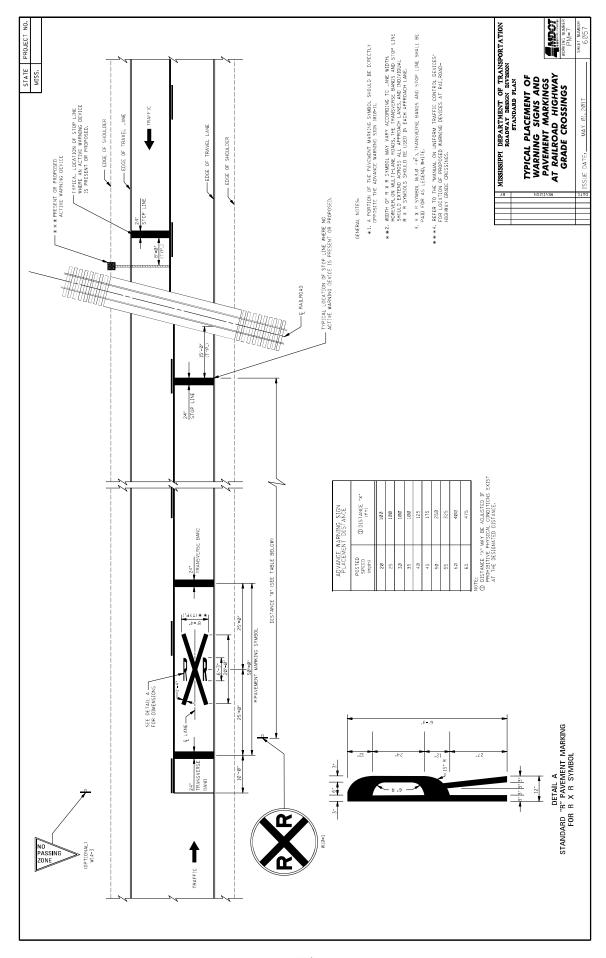


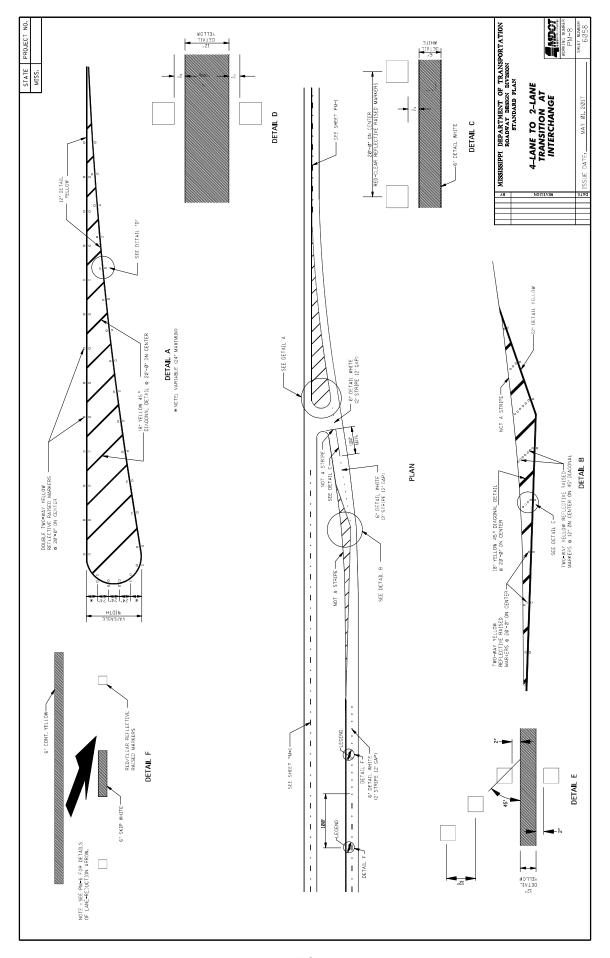


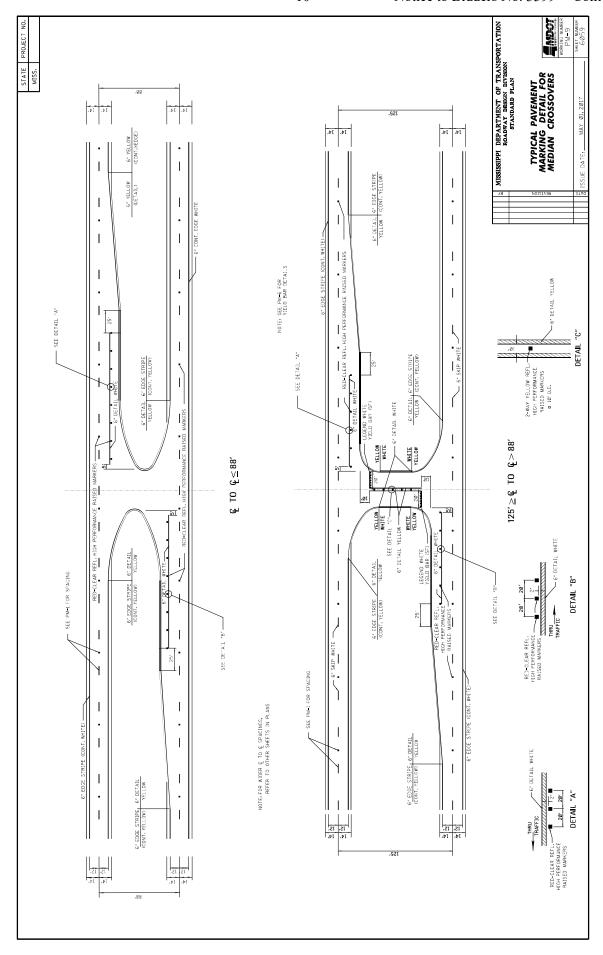


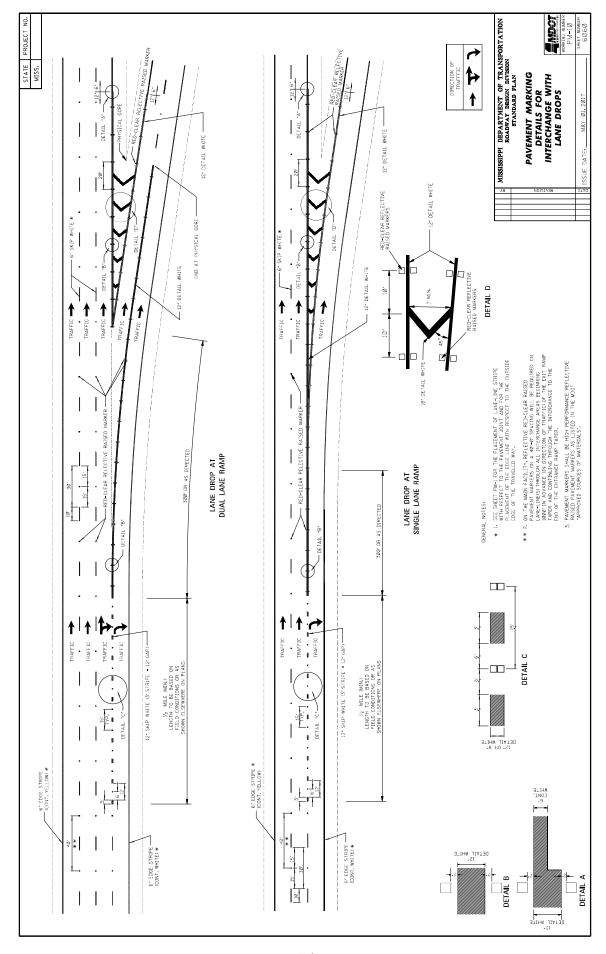


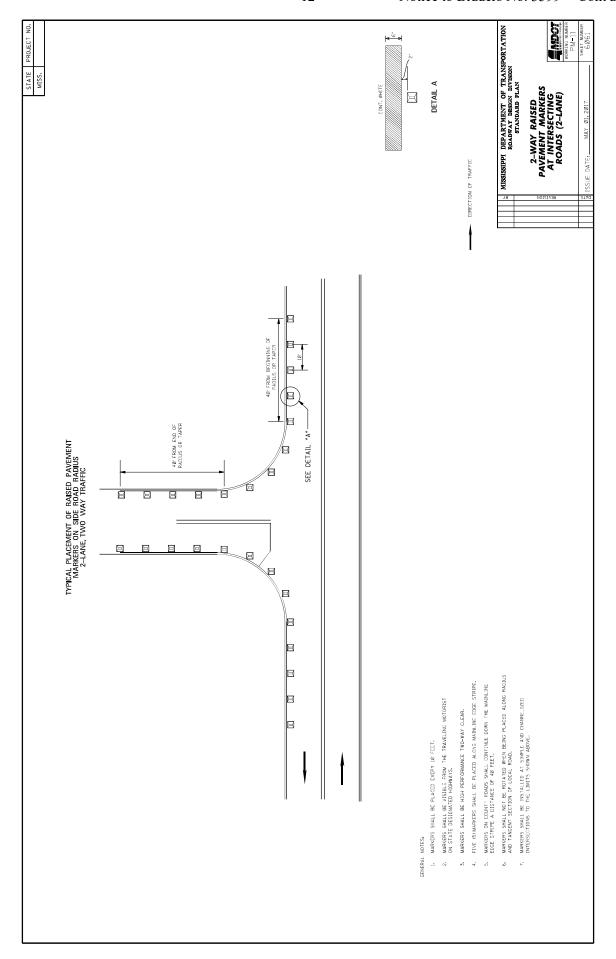


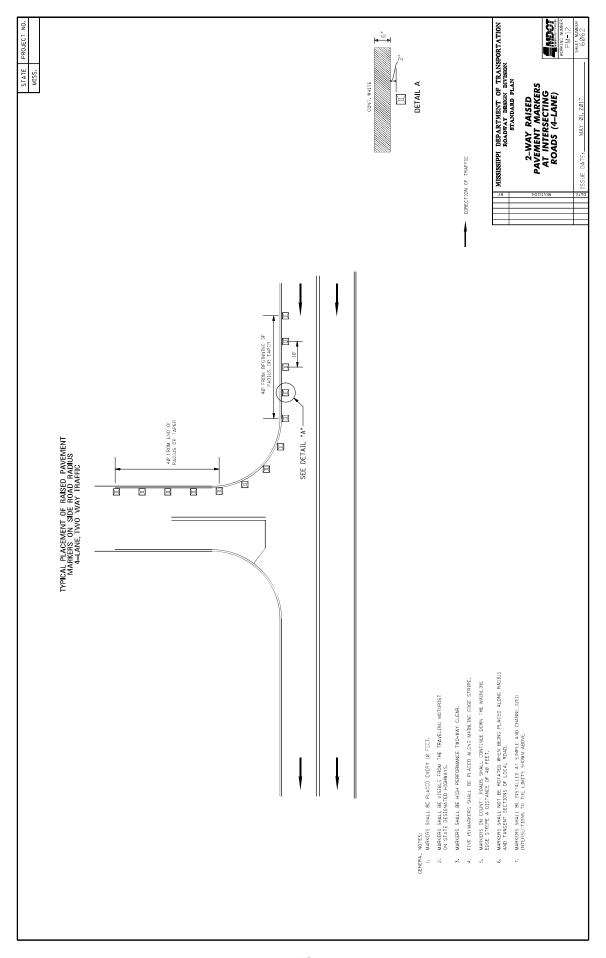


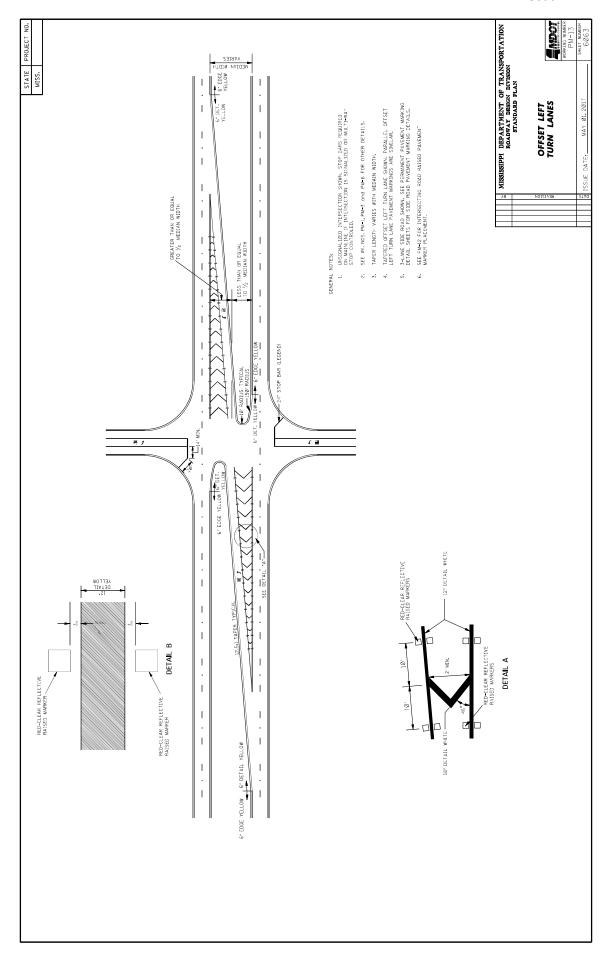


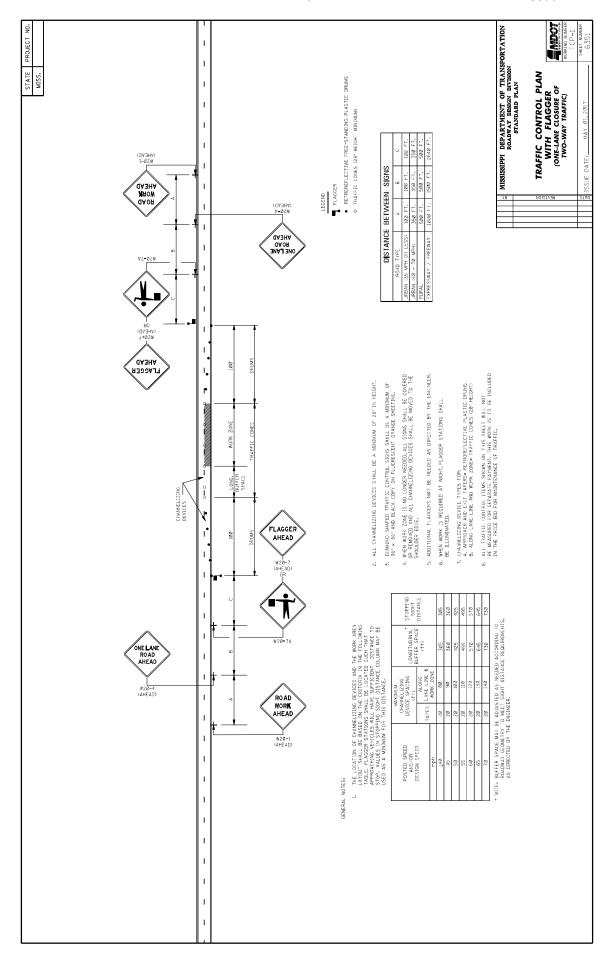


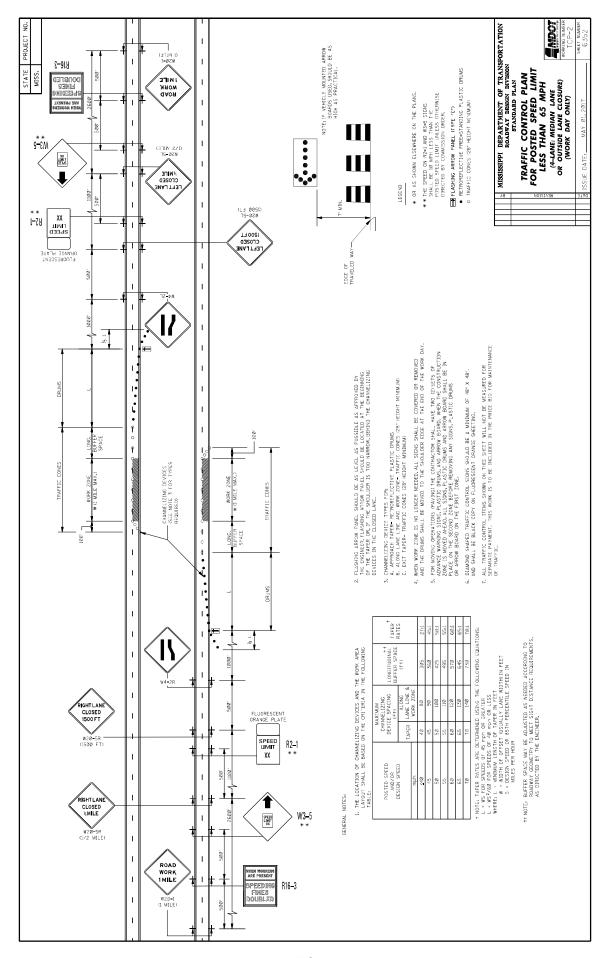


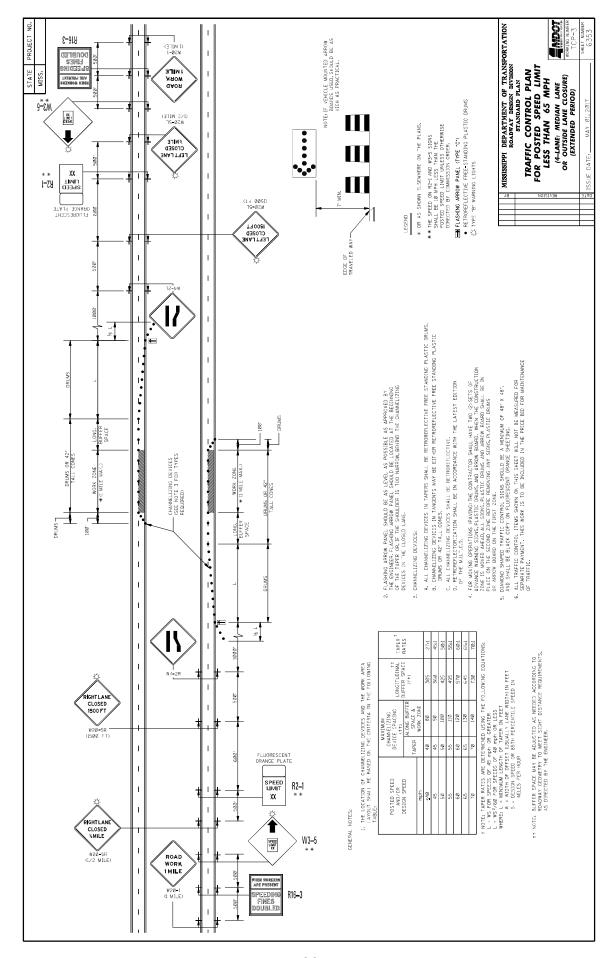


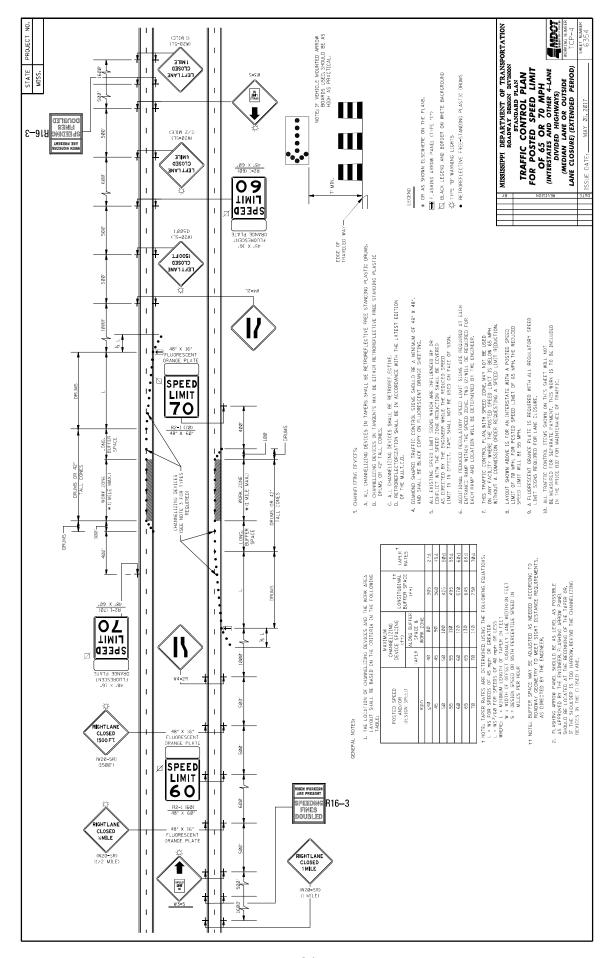


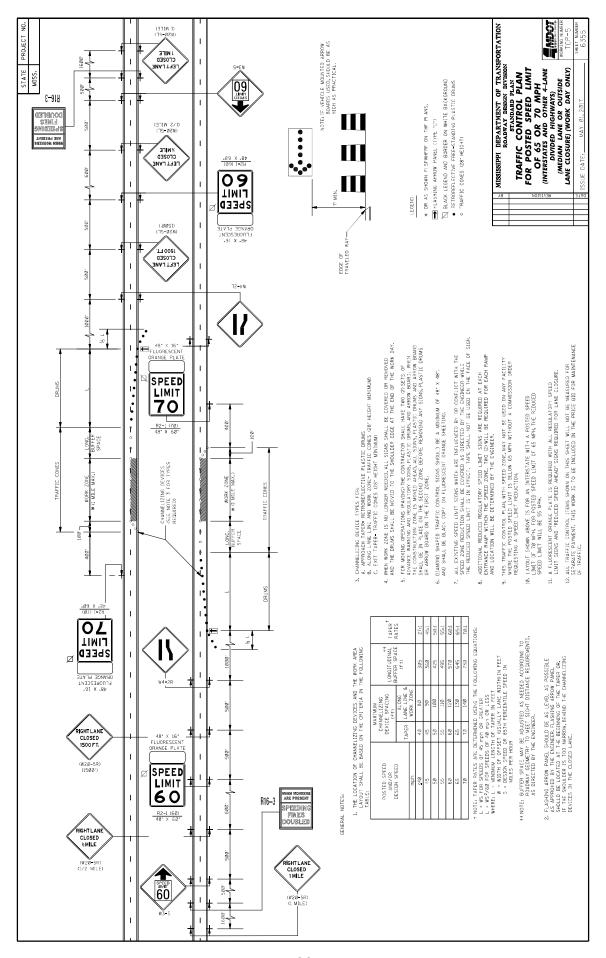


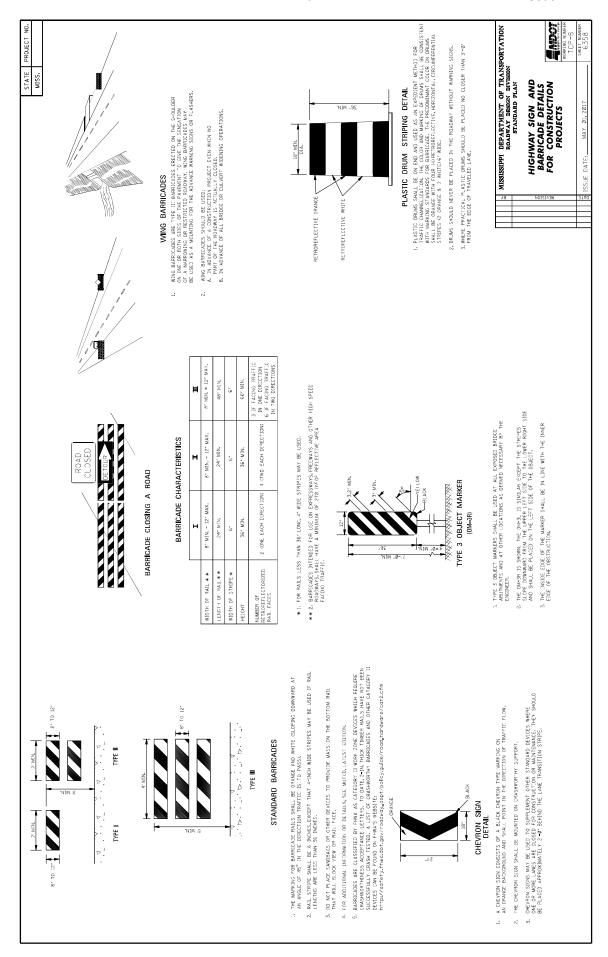


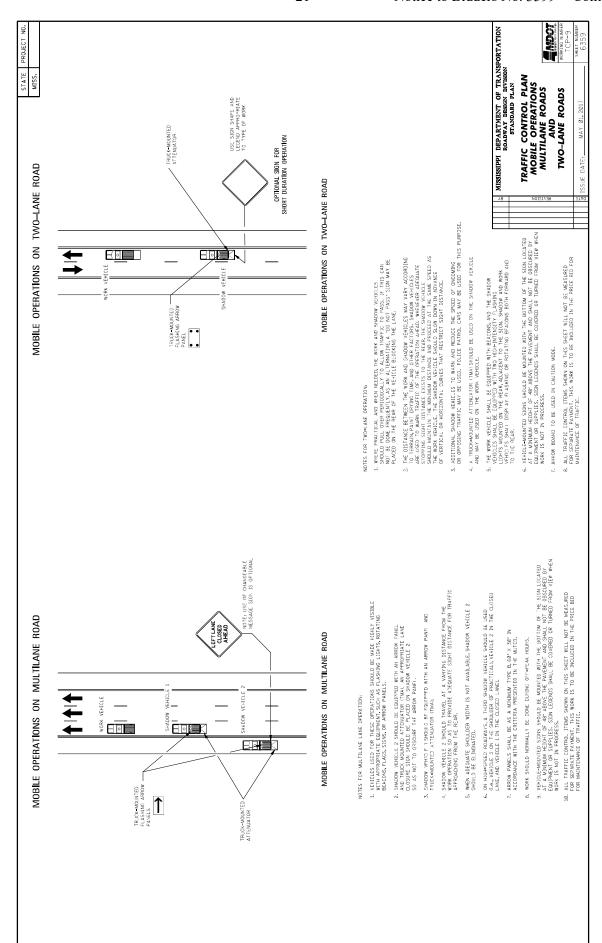


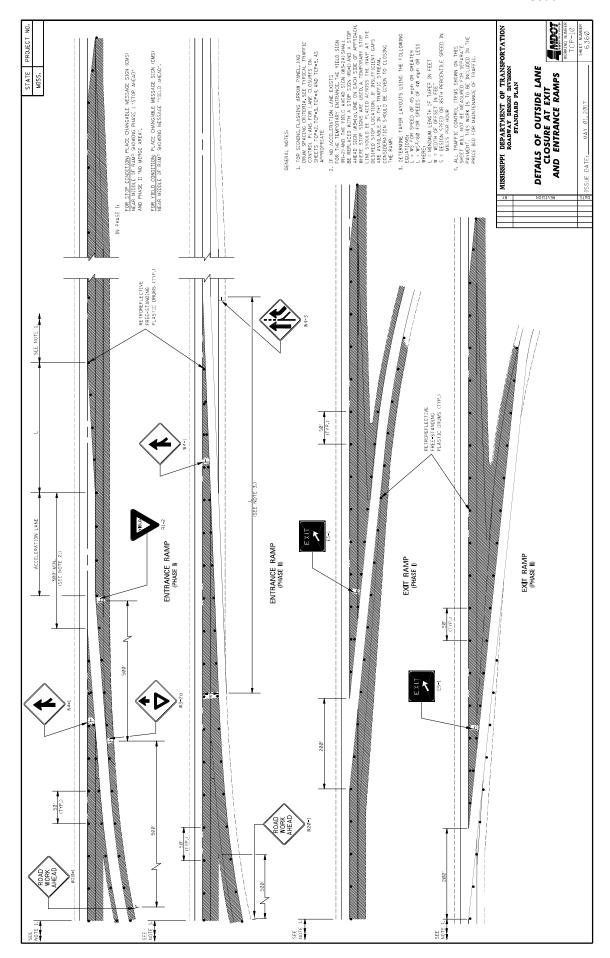


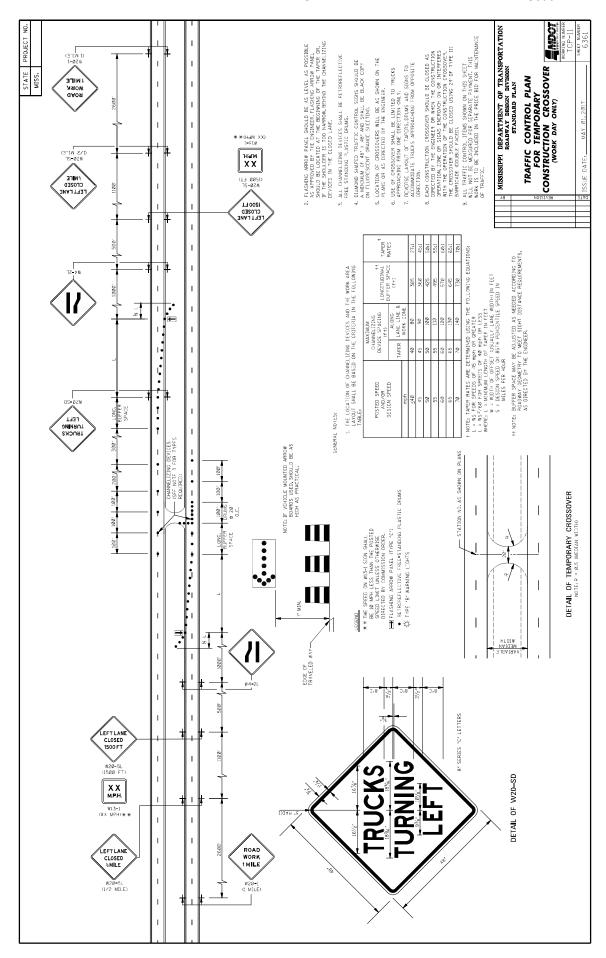


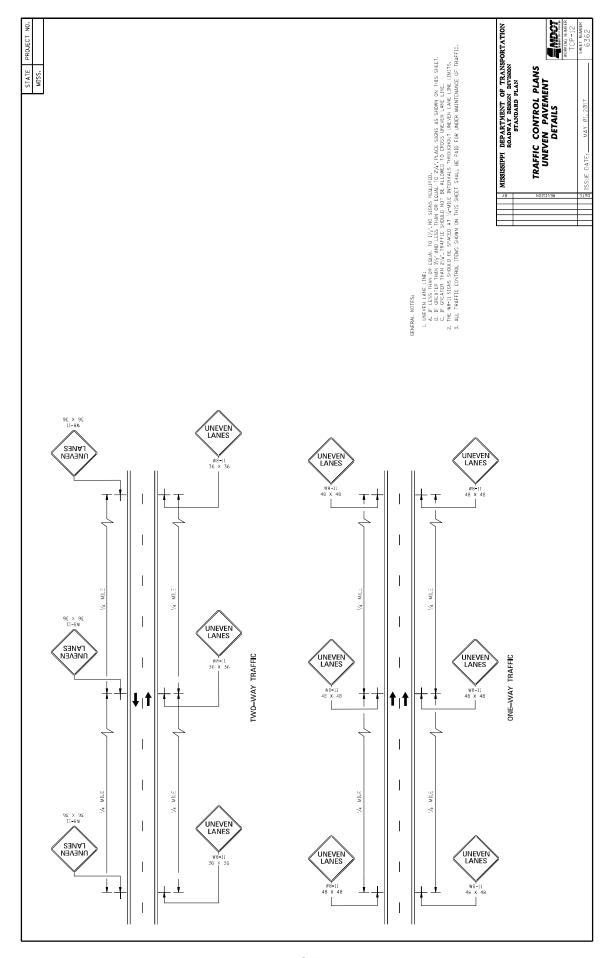


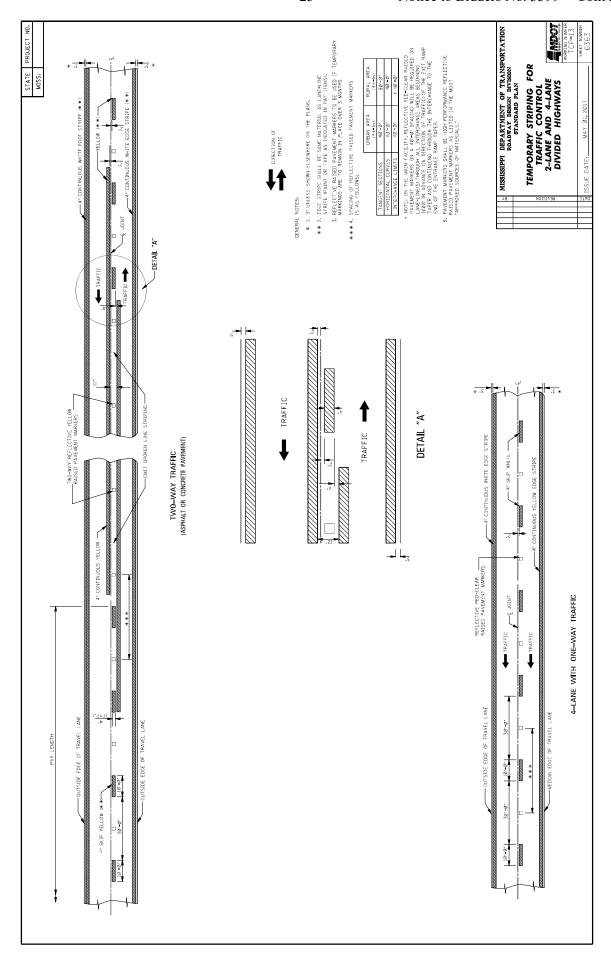


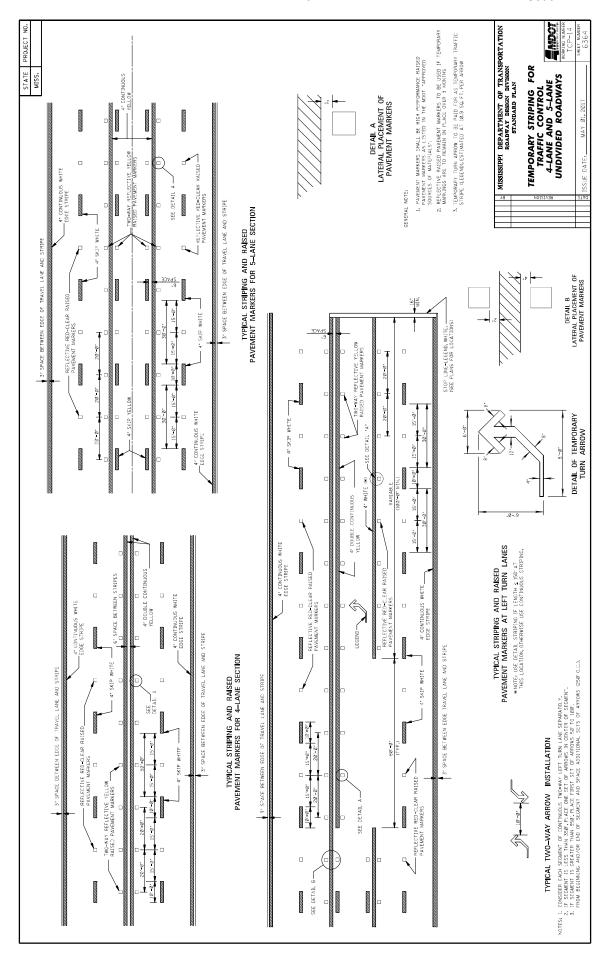


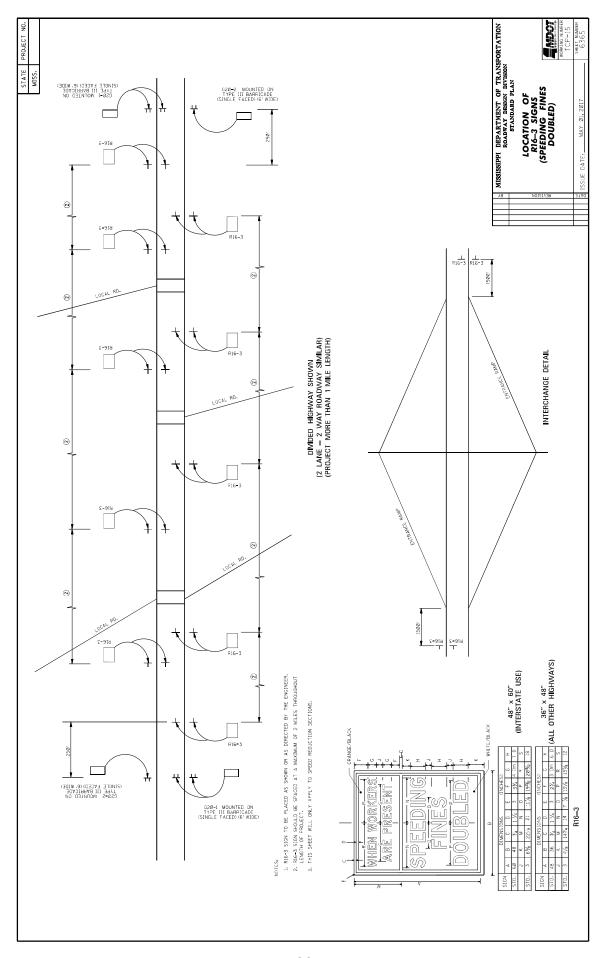


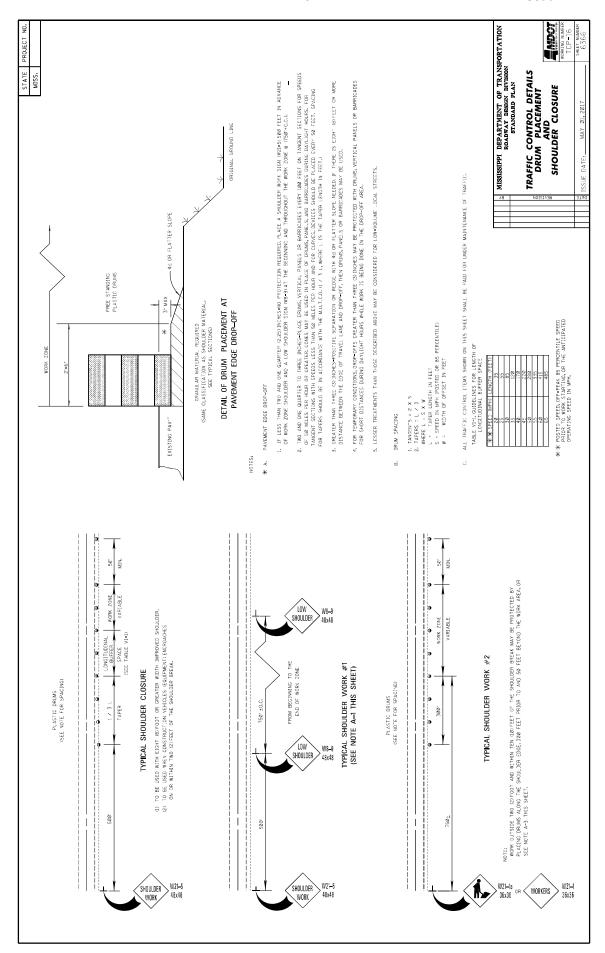


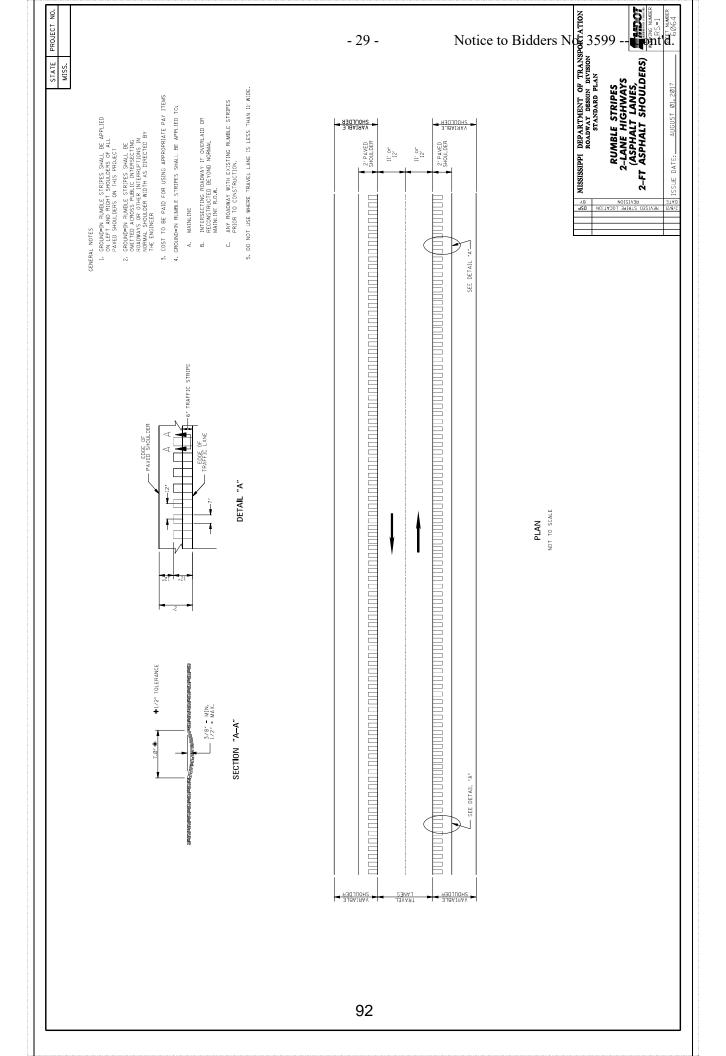


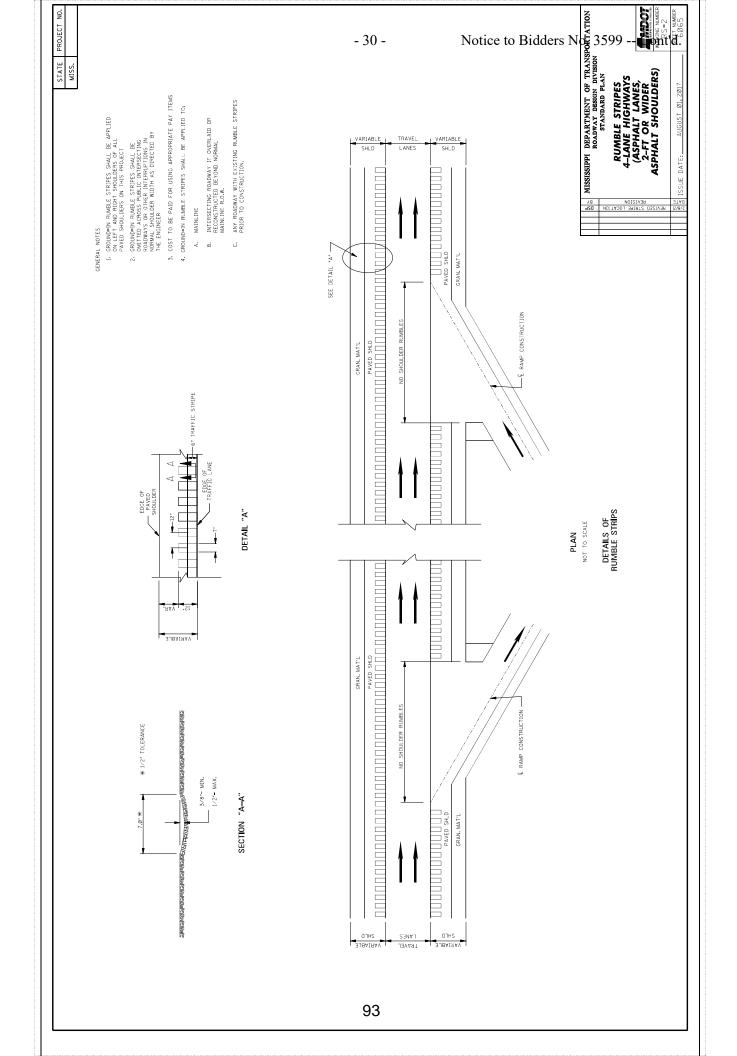


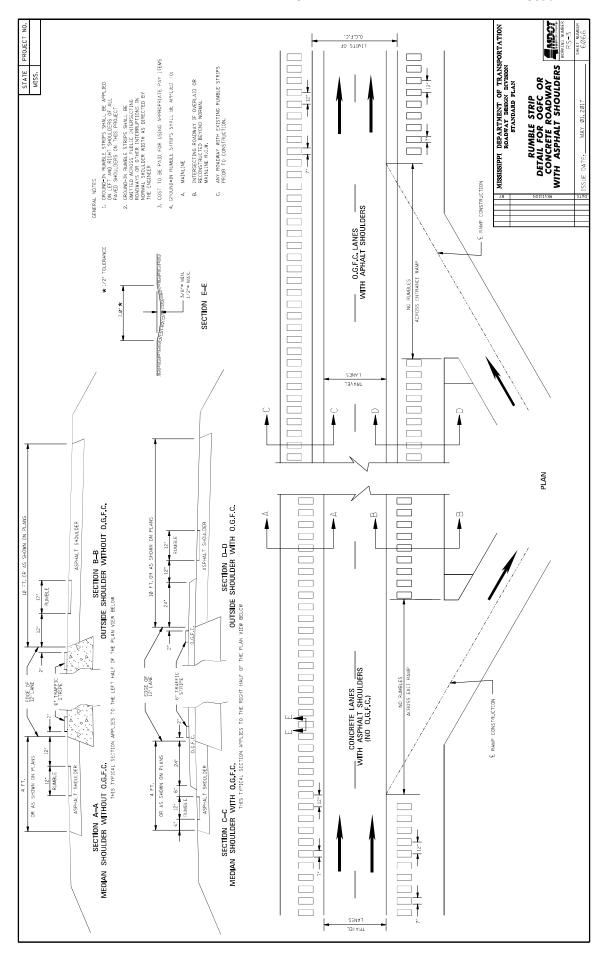












SECTION 904 - NOTICE TO BIDDERS NO. 3676 CODE: (SP)

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.

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

DATE: 03/23/2022

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

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

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

SECTION 904 - NOTICE TO BIDDERS NO. 4702 CODE: (SP)

DATE: 11/22/2022

SUBJECT: App for Traffic Control Reports

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

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

SECTION 904 - NOTICE TO BIDDERS NO. 4953 CODE: (SP)

DATE: 03/21/2023

SUBJECT: Contract Time

PROJECT: NH-0026-01(082) / 108176301 -- Lauderdale 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 9, 2023</u> and the date for Notice to Proceed / Beginning of Contract Time will be <u>June 8, 2023</u>.

Should the Contractor request a Notice to Proceed earlier than <u>June 8, 2023</u> and it is agreeable with the Department for an early Notice to Proceed, the requested date will become the new Notice to Proceed date. Regardless of whether or not an early Notice to Proceed is granted, contract time will start at the original Notice to Proceed date.

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

<u>104</u> Working Days have been allowed for the completion of work on this project.

SECTION 904 - NOTICE TO BIDDERS NO. 4954

DATE: March 21, 2023 SUBJECT: Specialty Items

PROJECT: NH-0026-01(082)/108176301 - LAUDERDALE

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

CATEGORY: GUARDRAIL, GUIDERAIL

Line No	Pay Item	Description
0200	606-B003	Guard Rail, Class A, Type 1, 'W' Beam, Metal Post
0220	606-D020	Guard Rail, Bridge End Section, Type H, Metal Post
0230	606-E005	Guard Rail, Terminal End Section, Flared

CATEGORY: MISCELLANEOUS/ SPECIALTY WORK ITEMS

Line No	Pay Item	Description
0180	423-A001	Rumble Strips, Ground In

CATEGORY: PAVEMENT STRIPING AND MARKING

Line No	Pay Item	Description
0380	626-A001	6" Thermoplastic Double Drop Traffic Stripe, Skip White
0390	626-C002	6" Thermoplastic Double Drop Edge Stripe, Continuous White
0400	626-E001	6" Thermoplastic Double Drop Traffic Stripe, Continuous Yellow
0410	626-G004	Thermoplastic Double Drop Detail Stripe, White
0420	626-G005	Thermoplastic Double Drop Detail Stripe, Yellow
0430	626-H001	Thermoplastic Double Drop Legend, White
0440	626-H002	Thermoplastic Double Drop Legend, White
0450	627-J001	Two-Way Clear Reflective High Performance Raised Markers
0460	627-K001	Red-Clear Reflective High Performance Raised Markers
0470	627-L001	Two-Way Yellow Reflective High Performance Raised Markers

CATEGORY: TRAFFIC CONTROL - PERMANENT

Line No	Pay Item	Description
0490	630-A003	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness
0510	630-F002	Delineators, Flexible Post Mounted, Crossover, Type I, Yellow
0520	630-F006	Delineators, Guard Rail, White
0530	630-F007	Delineators, Guard Rail, Yellow
0540	630-G003	Type 3 Object Markers, OM-3L, Post Mounted
0550	630-G007	Type 3 Object Markers, OM-3R, Post Mounted

CATEGORY: TRAFFIC CONTROL - TEMPORARY

Line No Pay Item Description	
0280 619-A1001 Temporary Traffic Stripe, Continuous White	
0290 619-A2001 Temporary Traffic Stripe, Continuous Yellow	
0300 619-A3001 Temporary Traffic Stripe, Skip White	
0310 619-A5001 Temporary Traffic Stripe, Detail	
0320 619-A6001 Temporary Traffic Stripe, Legend	
0330 619-A6002 Temporary Traffic Stripe, Legend	
0340 619-D1001 Standard Roadside Construction Signs, Less than 10 Square Feet	
0350 619-D2001 Standard Roadside Construction Signs, 10 Square Feet or More	
0360 619-G4005 Barricades, Type III, Single Faced	

SECTION 904 – NOTICE TO BIDDERS NO. 4955 CODE: (SP)

DATE: 03/07/2023

SUBJECT: Scope of Work

PROJECT: NH-0026-01(082) / 108176301 -- Lauderdale County

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

Work on the project shall consist of milling and overlaying approximately 5.0 miles of asphalt pavement on SR 19 beginning approximately 0.5 miles north of North Hills Street at bridge # 24.4 in Lauderdale County and ending at the paving joint approximately 0.2 miles north of SR 494.

From the BOP at Station 114+93 (NB) & 114+79 (SB) to the EOP at Station 354+90

Prior to the mill and overlay, the island and ramp from east bound SR 494 to south bound SR 19 and from west bound State Blvd Extension to north bound SR 19 shall be modified as shown in the drawings following the scope of work. The area to be removed at each site shall be saw cut using pay item 503-C: Saw Cut, Full Depth prior to removal to provide a neat removal area. Removal of the existing island and the curb and gutter around the island will be paid for using pay item 202-B: Removal of Island Pavement, All Types. Removal of curb and gutter on the side of the ramp across from the island will be paid for using pay item 202-B: Removal of Curb and Gutter, All Types. Removal of asphalt will be paid for under pay item 202-B: Removal of Asphalt Pavement, All Depths. After removal of pavement is complete, the area to be paved shall be excavated to approximately 14½" at SR 494 and 10½" at State Blvd below the surface of the existing road. This depth could vary depending on field conditions and approval of the Engineer. The excavated material shall be removed from the project and payment will be made using pay item 203-G: Excess Excavation, LVM, AH. At the State Blvd Extension site, curb and gutter shall be replaced on the side of the island that has been saw cut and new curb and gutter will be placed on the north side of the ramp. At the SR 494 site, curb and gutter shall be placed all the way around the new island and on the south side of the ramp as shown in the following drawings using pay item 609-D: Combination Curb and Gutter, Type 2. The subgrade shall be compacted to the satisfaction of the Engineer before placement of new asphalt. New asphalt shall be placed as shown in the attached typical section and will be placed in lift thicknesses not to exceed that specified in Subsection 401.02.4 of the Standard specifications. Asphalt will be paid for under pay items 403-A: 12.5-mm, MT, Asphalt Pavement, 403-B: 12.5-mm, MT, Asphalt Pavement, Leveling, and 403-A: 19-mm, MT, Asphalt Pavement. The shoulder shall be brought back to grade with crushed stone. This work will be paid for under pay item 304-D: Granular Material, Crushed Stone.

The existing 28 foot wide and variable asphalt pavement shall be milled 2" and inlay with 2" of 12.5-mm, MT, asphalt. Any drop offs or drainage issues caused during milling and paving operations shall be corrected by the Contractor. Drop offs shall be addressed as per Standard

Drawing TCP-SC. Traffic will be allowed to run on milled surfaces no more than seven (7) consecutive days. Any material bladed from the existing shoulder shall be used to raise the existing shoulder to match the new pavement edge elevation, and any surplus material shall be spread uniformly along the edge of the shoulders, slopes, or other adjacent areas daily as directed by the Engineer and will be an absorbed item. Shoulders have been inspected and it was determined only a small amount of crushed stone was needed. There is a quantity of crushed stone to be used in localized areas to eliminate excessive drop offs.

Intersecting roads and crossovers shall be milled 2" and inlayed with 2" of 12.5-mm, MT, asphalt. All guardrail pads shall be removed using appropriate pay items, and replaced with 12.5-mm, MT, asphalt.

Where extra depth milling is required (per attached table), areas shall be milled 5" and variable and refilled to the existing surface with 12.5-mm, MT, asphalt to eliminate drop offs.

At bridges listed in the "Bridge Locations and Estimated Quantities table", joints shall be repaired as per the attached drawings. All bridges shall be swept and maintained subsequent to milling and paving operations and during construction of the project to remove any existing debris plus any debris accumulated from construction activities. The costs of sweeping and cleaning of bridges shall be absorbed in other items bid.

Guardrail Replacement

The length of guardrail required is based on a terminal section of 37.5'. For any other length terminal section, the length of normal guardrail will be adjusted.

All guardrail removed shall be replaced the same day and prior to reopening the adjacent lane of traffic. Voids created by the removal of posts, concrete anchors, footings, etc. shall be treated as shown on the attached drawing. This work shall consist of the following sequence of operations: removal of the existing guardrail and posts, removal of the entire guardrail pad, repaving the guardrail pad, and installation of the new guardrail. All guard rails, including rail, terminal end sections, bridge end sections, and metal posts will become property of MDOT and shall be delivered by the Contractor to the MDOT Newton Maintenance Facility located at 7759 Highway 80 West, Newton, MS. The Contractor shall coordinate the delivery of these items with MDOT in advance by contacting Jay Franklin at 601-946-7820. Concrete anchors, wooden posts, and wooden rails will become the property of the Contractor and shall be removed from the Project Site. The Contractor shall not damage or disturb the existing guardrail or posts during the grading or the paving operation. The guardrail pad shall be constructed using 12.5-mm, MT, asphalt and shall be 4" thick. The cost of the removal of the guardrail delineators and object marker signs shall be included in other items bid.

GENERAL NOTES

Milling

Milling shall not begin until an <u>approved</u> asphalt mix design has been received, nor until such time that, in the opinion of the Engineer, weather conditions have been consistently suitable enough to allow placement of the asphalt pavement after the milling operations.

- 3 -

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

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

Milling and paving operations shall be performed such that a -2% slope from centerline is provided in normal crown roadway sections. Superelevation through curves shall be maintained as it currently exists or improved as directed. Where slope correction is required, correction shall be made by milling, paving, or combination thereof as directed by the Engineer. Milling correction: Mill outside edge of pavement to a depth of 1½" on a 2% slope towards the centerline. Paving Correction: Mill to depth of 1½" on existing slope and 2¼" and variable on centerline and 1½" on outside edge. Combination Method: Combination of both methods as directed by the Engineer to achieve the desired slope. In super elevated areas where correct SE exist, milling shall transition to thickness through curves. Where correct SE does not exist, milling will transition at curves to correct SE as directed by the Engineer. Milling operations shall be performed in accordance with the Contract documents and the MDOT Standard Specifications. Variable width and length transitions may be required for ties at ramps, local roads, project limits. Milling of driveway pads shall be conducted in a manner to prevent gouging or otherwise affecting the roadway pavement structure and slope. Milling of driveway pads shall not be done in simultaneous path with main line milling.

Traffic will be allowed to travel on the milled surface for seven (7) days. Traffic will be allowed to run on all milled local roads and crossovers for 30 days unless otherwise stated. This allowance is for the Contractor's convenience, and thus, the Contractor is responsible for any pavement failures or damage sustained during this period.

Paving

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

Work shall be conducted and coordinated in a manner to prevent a longitudinal joint of more than 2½" where traffic is expected to cross. Adjacent lanes and shoulders shall be brought up to grade as required to prevent drop-offs and as specified in Subsection 618.03.3. Payment for milling, leveling, and granular shoulder work will be made using the appropriate pay items. Uneven Lanes signs shall be used as required and as shown on the Standard Drawings.

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

Privately owned entrances shall be paved to the shoulder line per the included typical drawing unless otherwise directed. Pad dimensions shall match the existing lengths and widths unless otherwise directed. Pads shall be shaped horizontally and vertically to prevent excessive drop-

offs. Any new driveway pads deemed necessary by the Engineer shall be placed according to specifications.

Granular Shoulder Material

Where applicable, the existing shoulders shall be raised to match the new pavement elevation by placing variable depth crushed stone. The shoulders shall be graded and pulled up on a daily basis to eliminate drop-offs in excess of 2½". Placement of the crushed stone on the finished asphalt course shall not be permitted. The existing shoulder shall be scarified to allow incorporation of the new shoulder material. The material shall be bladed, rolled, and compacted to a finished slope of four percent (4%) in normal crown sections. Placement of this material shall be performed to provide a uniform and compacted shoulder with a minimum depth and width of material placed. Shoulders with adequate shoulder material in place shall be bladed to a slope of four percent (4%) in normal crown sections. The cost of blading will be an absorbed item and should be included in the price of other items bid. Crushed concrete will not be allowed.

Crushed stone shall be provided around driveway pads as directed to prevent shoulder drop-offs and shall be placed in a timely manner. Drop-offs exceeding 2½" shall be corrected within two (2) calendar days of the placement of the pad. Crushed stone shall be used as directed by the Engineer.

Any excess material generated as a result of shoulder blading shall be used on the existing shoulder to match the new pavement elevation and any surplus material shall be spread along the edge of the shoulders, fore slopes, or other adjacent areas as directed by the Engineer and will be an absorbed item. Material which cannot be suitably placed in adjacent areas and deemed to be excess excavation by the Engineer shall be removed from the project site. Payment for removal of excess material will be made using pay item 203-G: Excess Excavation.

Temporary and Permanent Pavement Markings

Temporary traffic stripe shall be required immediately after the milling and/or required overlay and prior to opening area to traffic. Temporary stripe shall be placed in the same location and configuration as the permanent stripe except that it may be offset as required for milling and paving operations. If temporary stripe is offset, the Contractor shall conduct operations in a manner to ensure the final temporary stripe is placed at the required location of the permanent stripe. If removal of temporary offset stripe is required in order to achieve the correct location and alignment of permanent stripe, the cost of removal will be absorbed in other items bid. Placing double temporary centerline will not be allowed.

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

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

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

Rumble stripe shall be placed throughout the project limits in accordance with the attached details and Standard Drawings. Rumble stripe placement will also be required outside of project limits from Sta. 105+13 to 114+79 LT/LT, Sta. 109+00 to 114+79 RT/LT in the left lanes, and Sta. 105+53 to 114+93 LT/RT, Sta. 111+18 to 114+93 in the right lanes.

Payment for edge stripe on local roads shall be made under pay item 626-G: Thermoplastic Double Drop Detail Stripe, White when the length of said stripe is less than 150 feet when measured from the end of the radius. If the measured length is greater than 150 feet, then payment shall be made under Pay Item No. 626-C: 6" Thermoplastic Double Drop Edge Stripe, Continuous White.

Payment for centerline stripe on local roads shall be made under pay item 626-G: Thermoplastic Double Drop Detail Stripe, Yellow when the length of said stripe is less than 150 feet when measured from the stop bar. If the measured length is greater than 150 feet, then payment shall be made under pay item No. 626-E: 6" Thermoplastic Double Drop Traffic Stripe, Continuous Yellow. Centerline Stripe shall be omitted on local roads whose width is less than 20 feet.

The face of all existing undisturbed asphalt curbs shall be painted with at least two coats of white traffic paint with glass beads being required in the top coat. The cost associated with the painting of new or existing curb is to be included in other items bid.

Guardrail

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

The asphalt guardrail pad shall be removed or milled and repaved <u>prior</u> to the placement of the new guardrail. Removal of the guardrail pad shall be paid for using the milling pay item. Asphalt shall be extended under the guard rail and 2' behind guard rail post as per the attached detail. The area to be paved shall be bladed to accommodate 4" of 12.5-mm, MT asphalt. The elevation of the finished surface of the asphalt pavement shall provide for the required MASH guardrail height (see Standard Drawings).

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

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

Traffic Control

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

construction and traffic control signs except those designated in the plans to be black legend and border on white background.

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

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

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

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

Permanent Signs

Permanent signs as listed on the attached tables shall be replaced. Unless otherwise listed in the attached tables, existing posts, anchors, angles/bars, and other components shall be reused. The Contractor shall use new bolts, screws, washers, nuts, etc. of the required sizes in the installation of signs. If required as part of the sign replacement activities, all post and I-beam lengths in these plans are estimated. Post lengths for all signs shall be verified in the field by the Contractor prior to fabrication. Installation dates shall be clearly written in bold black markings on the back bottom half of all signs with a permanent marking stick that is waterproof, fade resistant, and marks on wet or dry surfaces. If existing sign posts or footings are to be replaced, the existing posts and footings shall be removed and the area backfilled and compacted in accordance with Section 203 of the Standard Specifications. Removal of sign post, and footing and backfilling will be paid using the removal of sign pay item.

Object markers at bridge approaches and other locations shall be replaced as shown in the attached table. Removal of object markers shall be included in the cost of other items bid.

Random Clearing

Random clearing shall be required on this project as shown in the Random Clearing Table. When random clearing is required in areas such as safety/clear zones, cutting shall be approximately flush with the tree trunk. This work will also include the removal and proper disposal of the cut material off of the right of way, or it may be chipped or shredded by mechanical means and mulched on the right of way to the satisfaction of the Engineer. Payment for random clearing will

- 7 -

be per station (see table). Clearing limits shall be 50' from edge of the widest point of the pavement or to R.O.W. whichever comes first. Widths shown on the attached table don't extend from the edge of pavement, they only show the width of the actual trees/brush to be cleared and are for estimation purposes only.

Tree Removal

Tree removal will be required on this project as shown in the attached table. Only trees shown on this table will be paid for under the tree removal pay item. Any trees that fall in the random clearing areas will be paid for under the random clearing item.

Miscellaneous Notes

It shall be the responsibility of the Contractor to protect existing structures such as pipes, inlets, aprons, bridges, etc. from damage which might occur during construction. The Contractor shall replace or repair, as directed by the engineer, any structures damaged by the Contractor during the life of the contract. No payment will be made for replacement or repair of damaged items.

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

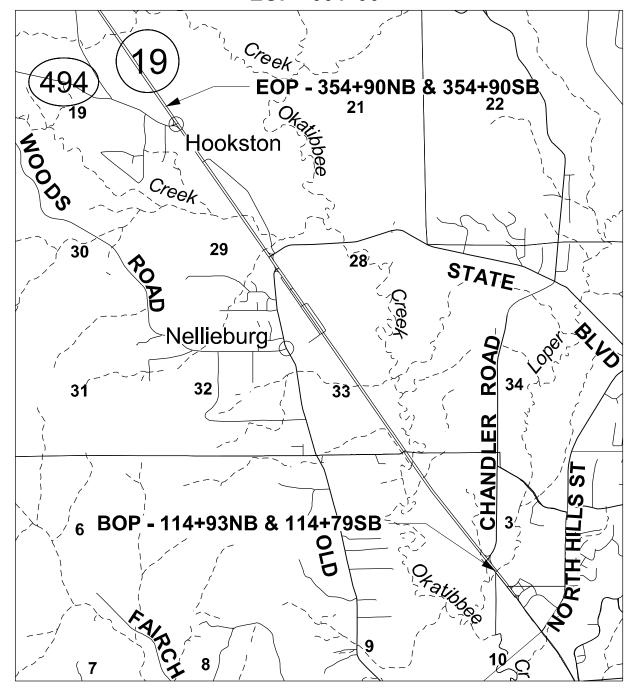
Removal of existing raised pavement markers shall be included in the prices for other items bid.

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

Prior to the final inspection, bridges, islands, and areas with curb shall be swept/cleaned. Care should be taken to prevent milled asphalt, asphalt debris, vegetative/granular debris, etc. from entering drainage structures or clogging other drainage ways. Disposal of material will not be measured for separate payments. The Contractor is responsible for contacting 811 about any conflicting utilities during construction.

Box culverts listed in the attached table shall have the existing debris and sediment removed by the Contractor, and shall be paid for using pay item 202-B: Removal of Debris and Sand From Box Culvert, 10-Foot and Greater Width, 202-B: Removal of Debris and Sand From Box Culvert, 6-Foot to Less Than 10-Foot Width, and 202-B: Removal of Debris from Drainage Channel. The applicable pay item shall be measured along the length of the box culvert or in the case of multiple barrels along the length of each barrel of the box culvert. The depth of sediment listed for each box culvert is for estimation purposes only, and the actual depth of the sediment shall be field verified by the Contractor prior to bidding the Project. The disposal of this material will not be measured for separate payment.

NH-0026-01(082)/108176301000 HWY 19 FROM BRIDGE NUMBER 24.4 TO SR 494 BOP - 114+93NB & 114+79SB EOP - 354+90

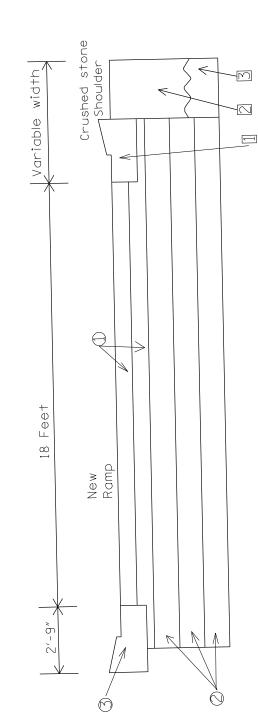


NH-0026-01(082) / 108176301000 TYPICAL SECTION

Station 114+93 NB & 114+79 SB (BOP) TO 354+90 NB&SB (EOP) RT & LT LANES MAINLINE

NH-0026-01(082)/108176-301 _auderdale County

State BLVD Intersection Typical Section



■ Combination Curb & Gutter Type 2A as per standard drawing SD.1

 $\mathbb{D}4/_2$ " of 12.5mm MT,-leveling

Aspart Pavement,1 @ 2",

scope of work

1 @ 21/2",as per

Build shoulder back up to grade with crushed stone

 □ any material deemed unsuitable by the engineer will be removed using pay item 203-6002, Excess Excavation,LVM,AH

Asphalt Pavement, 2 @ 3"

⊘6" of 19mm MT,

Combination Curb

& Gutter, Type2 As per Standard

Drawing SD-1

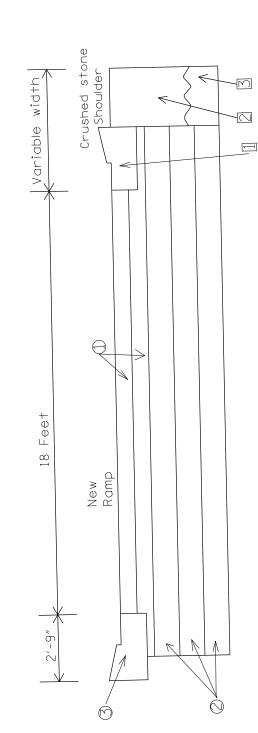
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Ander of Repose Permitted

SAFETY EDGE REG'D TOP 2 LIFTS ONLY (NOT A PAY ITEM)

110

NH-0026-01(082)/108176-301 _auderdale County

Hwy 494 Intersection Typical Section



Combination Curb & Gutter

 $\mathbb{D}4/_2$ " of 12.5mm MT,-leveling

Aspalt Pavement,1 @ 2",

scope of work 1 @ 21/2",as per

Build shoulder back up crushed stone to grade with

3 any material deemed unsuitable by the

Asphalt Pavement, $1 \otimes 3'', 2 \otimes 31/2''$

210" of 19mm MT,

As per Standard

Drawing SD-1

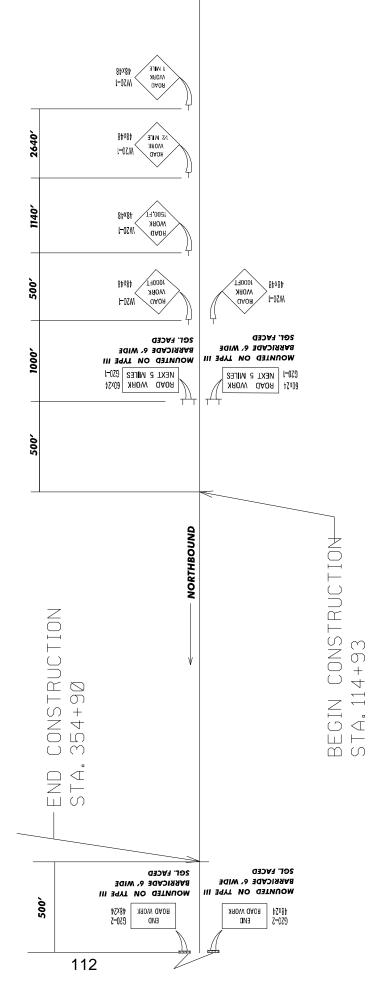
Scombination Curb & Gutter, Type2

Type 2A as per standard drawing SD.1

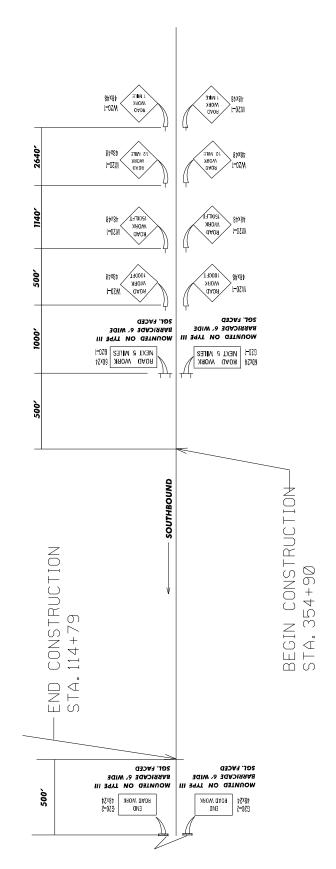
Excess Excavation,LVM,AH using pay item 203-6002, engineer willbe removed

SAFETY EDGE REG'D TOP 2 LIFTS ONLY (NOT A PAY ITEM) ANGLE OF REPOSE PERMITTED

DETAIL OF CONSTRUCTION SIGNING NORTH BOUND NH-0026-01(082) / 108176301000



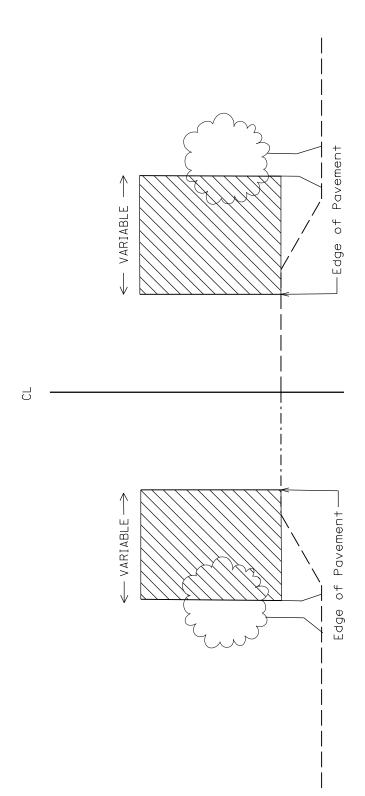
DETAIL OF CONSTRUCTION SIGNING SOUTH BOUND NH-0026-01(082) / 108176301000



108176301000	on Signs	Quantity Total SF < 10 SF 10 SF or >	5 MILES 4 40 0 40	JRK 4 32 32 0	1000 FT 4 64 0 64	1500 FT 3 48 0 48	MILE 3 48 0 48	MILE 3 48 0 48	IEAD 10 160 0 160	Location of W20-1 "ROAD WORK AHEAD" Signs	Candy Cane Ln.	Otis Seal Dr	Hwy 19 Frontage Rd	Old 8th Street Rd	State Blvd Ext
NH-0026-01(082)/108176301000	Construction Signs	Description	ROAD WORK NEXT 5 MILES	END ROAD WORK	ROAD WORK NEXT 1000 FT	ROAD WORK NEXT 1500 FT	ROAD WORK 1/2 MILE	ROAD WORK 1 MILE	ROAD WORK AHEAD	n of W20-1 "ROAI		p;	ų.	Ų	
		SF	10	8	16	16	16	16	16	Locatic	Chandler Rd	Whippoorwill Rd	Cricket Rd North	Cricket Rd South	Hwy 494
		Dimensions	60x24	48x24	48x48	48x48	48x48	48x48	48X48		0	Wh	Cric	Cric	
		Sign	620-1	620-2	W20-1	W20-1	W20-1	W20-1	W20-1						

DETAIL OF LIMB TRIMMING

SR 19 From Bridge #24.4 To Paving Joint 0.2 Miles North Of SR 494



Notes:

- 1. Tree limbs shall be cut flush to tree trunk.
- 2. All debris associated with trimming is to be removed from project.
 - 3. Limb trimming willbe paid using Pay Item 201-D001 Random Clearing.

			Clea	ring SR1	9 from Wal	Clearing SR19 from Walmart to SR 494 108176	94 108176	
Location	Sta	T0	Sta	Width	Area SF	Area ACRE	Pay in STA	Approximate # of trees
NB	243+60		247+75	15	6225	0.143	4.150	12
SB	348+60		340+50	31	6851	0.157	8.100	25
SB	315+60		305+50	30	30300	969.0	10.100	126
SB	282+50		274+50	17	13600	0.312	8.000	21
SB	214+40		211+00	25	8200	0.195	3.400	9

		Tree Removal	
Station	Location	Description	Total
310+00	North Bound	2 Large Oaks in front of Brick House	2
321+00	South Bound	Pine in front of Palm Reader Building	1
317+50	South Bound	Large Oak just South of Palm Reader	1
304+00	South Bound	Large Pine between 2 Driveways	1
296+50	South Bound	2 Large Pines just across the ditch	2
289+00	South Bound	Hardwood at the corner of wooden fence	1
Total			8

				Draina	age Structu	Drainage Structure Cleanout Quantities	
		λ	Donth of	jo 4±000	and demonstrated		
Station	Box Width Length	Length	U ,	Channels	ı otal teliğül ibi pay	Pay Item	Notes
195+00	Arch Pipe	×	1,	125'	125'	202-B276 Removal of Debris from Drainage Channel	The arch pipe will not require cleaning, the drainage ditches out to R.O.W. will
203+60	14.5'	230'	18"	109'	230'	202-B096 Removal of Debris and Sand from box culvert 10' and greater	
229+00	14.5'	185'	1,	20'	185'	202-B096 Removal of Debris and Sand from box culvert 10' and greater	
268+00	21'	205'	2'	146'	205'	202-B096 Removal of Debris and Sand from box culvert 10' and greater	
276+00	6'	210'	1'	35'	210'	202-B273 Removal of Debris and Sand from box culvert 6' - 10'	

		EX	Extra Depth Milling	:h Milling			
Lane	Begin	End	3 1	JS	Fine Milling (SY)	Asphalt For Tack Coat (GAL)	12.5mm MT
RT/RT	127+65	128+45	08	1120	124.4	12.44	35.00
RT/RT	162+00	165+23	323	4522	502.4	50.24	141.31
LT/LT	174+00	176+00	200	2800	311.1	31.11	87.50
LT & RT/LT	173+00	171+05	195	5460	2.909	60.67	170.63
LT/LT	165+76	164+00	176	2464	273.8	27.38	77.00
RT/LT	128+13	126+43	170	2380	264.4	26.44	74.38
RT & LT/LT	124+70	124+00	0/	0961	217.8	21.78	61.25
Total =			1214	20706	2300.6	230.06	647.06

Bridge Locations and Estimated Quantities

				Joint Repair	Joint Repair Without Epoxy		Saw Cut		Pre	eformed J	oint Seal
County	Route	Mile Point	Existing Joint Type	LF	LF	Type I (LF)		>2.5" to 3.5" (LF)		Tpe II (LF)	> 2.5" to 3.5" (LF)
Lauderdale	SR 19	24.4B	PREFORMED	3	165	168	0	0	84	0	0
Lauderdale	SR 19	24.4B	OPEN	3	105	0	0	168	0	0	84
Lauderdale	SR 19	24.6B	PREFORMED	7	181	188	0	0	94	0	0
Lauderdale	SR 19	24.6B	OPEN	,	101	0	188	0	0	94	0
Lauderdale	SR 19	25.4B	SILICONE	9	317	282	0	184	141	0	92
Lauderdale	SR 19	25.4B	OPEN	9	517	0	188	0	0	94	0
Lauderdale	SR 19	27.6B	PREFORMED		188	188	0	0	94	0	0
Lauderdale	SR 19	27.6B	OPEN		100	94	94	0	47	47	0
Lauderdale	SR 19	24.4A	PREFORMED		168	168	0	0	84	0	0
Lauderdale	SR 19	24.4A	OPEN		100	168	0	0	84	0	0
Lauderdale	SR 19	24.6A	OPEN	5	235	240	0	0	120	0	0
Lauderdale	SR 19	24.6A	PREFORMED	5	255	240	0	0	120	0	0
Lauderdale	SR 19	25.4A	SILICONE	16	266	282	0	92	141	0	47
Lauderdale	SR 19	25.4A	OPEN	10	200	94	94	0	47	47	0
Lauderdale	SR 19	27.6A	PREFORMED	12	180	192	0	0	96	0	0
Lauderdale	SR 19	27.6A	OPEN	12	180	192	0	0	96	0	0
		Total =		52	1700	2496	564	444	1248	282	223

							Guard	Guardrail Quantities	Intities							
			GUARDRAIL		FLARED	TANGENT	Cable		BRIDG	BRIDGE END SECTION	NO	DELINEATORS	TORS			
			THRIE BEAM	BEAM	TERMINAL	LTERMINAL	Anchor	H ∃d.k.l	TYPE "C"	4 ∃d.\1	SPEC. DESIGN			Type 3	GUARDRAIL	REMARKS
STATION	LOCATION	§	TRANS. SECT.	THRIE BEAM	END SECT.	T.END SECT.	TYPEI				BR END CONN.	WHITE YELLOW		Object Markers	REMOVAL	
	(LT/RT)	(LF)	(LF)	(LF)	(EA)	(EA)	(EA)	(EA)	(EA)	(EA)	(EA)	(EA)	(EA)	(EA)	(LF)	BRIDGE#
125+00	RT/RT	12.5			1			1				4		1 (OM-3R)	87.5	24.6B
125+00	LT/RT	37.5			-			,					5	1 (OM-3L)	112.5	24.6B
165+00	RT/RT	137.5			-			_				7		1 (OM-3R)	212.5	25.4B
165+00	LT/RT	137.5			-			τ-					7	1 (OM-3L)	212.5	25.4B
282+00	RT/RT	137.5			1			1				7		1 (OM-3R)	212.5	27.6B
282+00	LT/RT	137.5			1			1					7	1 (OM-3L)	212.5	27.6B
118+00	RT/LT	137.5			1			1					7	1 (OM-3L)	212.5	24.4A
118+00	LT/LT	137.5			1			1				2		1 (OM-3R)	212.5	24.4A
126+00	RT/LT	137.5			1			1					7	1 (OM-3L)	212.5	24.6A
126+00	LT/LT	137.5			-			,				7		1 (OM-3R)	212.5	24.6A
170+00	RT/LT	137.5			1			-					7	1 (OM-3L)	212.5	25.4A
170+00	LT/LT	137.5			1			1				2		1 (OM-3R)	212.5	25.4A
268+27	LT/LT	168.75				1	1					7		1 (OM-3R)	225	27.3
284+00	RT/LT	137.5			-			1					7	1 (OM-3L)	212.5	27.6A
284+00	LT/LT	137.5			1			1				7		1 (OM-3R)	212.5	27.6A
TOTAL =		1868.75	0	0	14	1	1	14	0	0	0	53	47	15	2975	
		L.F.	EA.	LF.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	EA.	LF.	
* REMOVAL	OF ALL GUARI	DRAIL (BRID	REMOVAL OF ALL GUARDRAIL (BRIDGE END SECTIONS, W-BEAM, TYPE-I CABLE A	, W-BEAM, TYPE-	CABLE ANC	HORAGE, TER	MINAL END S	SECTIONS, ET	TC.) WILL BE	PAID UNDER I	NCHORAGE, TERMINAL END SECTIONS, ETC.) WILL BE PAID UNDER PAY ITEM 202-B REMOVAL OF GUARD RAI	VAL OF GL	ARD RAIL.			
* REMOVAL	OF GUARDRA	IL DELINEAT	REMOVAL OF GUARDRAIL DELINEATORS ARE CONSIDERED INCIDENTAL TO THE I	ERED INCIDENTA		REMOVAL OF GUARDRAIL AND WILL NOT BE MEASURED AS A SEPARATE PAY	ARDRAIL AND	D WILL NOT E	SE MEASUREI	D AS A SEPAF	REMOVAL OF GUARDRAIL AND WILL NOT BE MEASURED AS A SEPARATE PAY ITEM.					
* TOTAL GU	ARDRAIL LENG	3TH IS BASE	TOTAL GUARDRALL LENGTH IS BASED ON A TERMINAL END SECTION 375'LONG	END SECTION 37		TERMINAL E	ND SECTION	OF A DIFFER	SENT LENGTH	HIS USED TH	FATERING THE SECTION OF A DIFFERENT ENGLY IS USED THE ENGINE OF THE WEBAM MAY HAVE TO BE ADJUSTED.	SEAM MAY	HAVE TO	SE ADJUSTE[
																3

- 22 -

PROJECT NO. NH-0026-01(082) / 108176301 COUNTY: Lauderdale

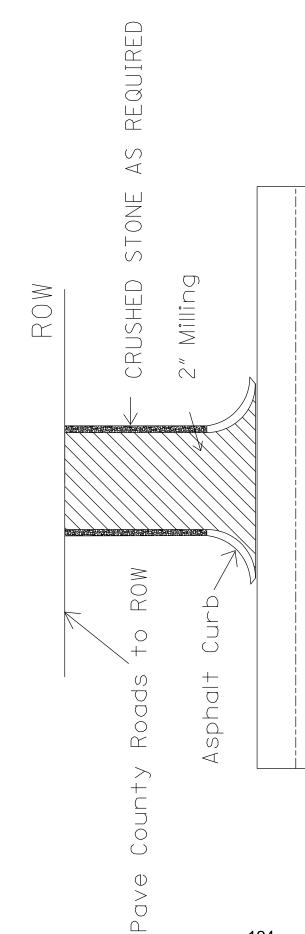
		REMARKS	LT/LT/LN	RT/LT/LN													
SS	Class "B"	Conc (cy)															0.00
STANDARD ROADSIDE SIGNS - 0.080" THICKNESS	(7/16" x 2-1/2") BARS	3.72 lbs/lf															
OADSIDE	SQUARE POST (If)	4 lb/ft															0.00
DARD R	SOUARE	2 lb/ft															0.00
STAN	AREA	(sf)	5.00	5.00													10.00
	SIZE	(in. x in.)	24x30	24x30													eet =
	SIGN	NUMBER	R2-1	R2-1													Total this sheet =
		STATION	204+00	204+00) <u> </u>

- 23 -

PROJECT NO. NH-0026-01(082) / 108176301 COUNTY: Lauderdale

	-) REMARKS	LT/LT/LN (Missing)	RT/LT/LN	RT/LT/LN	LT/LT/LN	SAM RD (LT/LT/LN)	Old 8th Street Rd (LT/LT/LN)											
ESS	Class "B"	Conc (cy)																	
STANDARD ROADSIDE SIGNS - 0.125" THICKNESS	(7/16" x 2-1/2") BARS	3.72 lbs/lf																	
ROADSIDE	SQUARE POST (If)	4 lb/ft	14.00	14.00	14.00	14.00													56.00
NDARD I	SQUARE	2 lb/ft																	UUU
STAI	AREA	(sf)	16.00	16.00	16.00	16.00	16.00	16.00											00 96
	SIZE	(in. x in.)	48x48	48x48	48×48	48×48	48" Octagon	48" Octagon											PPT =
	NSIS	NUMBER	W8-13	W8-13	W8-13	W8-13	R1-1	R1-1											Total this sheet =
		STATION	122+00	122+00	134+00	134+00	221+00	760+00											J.L

Milling and Paving Detail County Roads



COUNTY ROADS:

WHIPPOORWILL RD. CRICKET RD. (NORTH) CRICKET RD. (SOUTH) CANDY CANE LANE OTIS SEAL DR. SR 19 FRONTAGE ROA[

ROAD

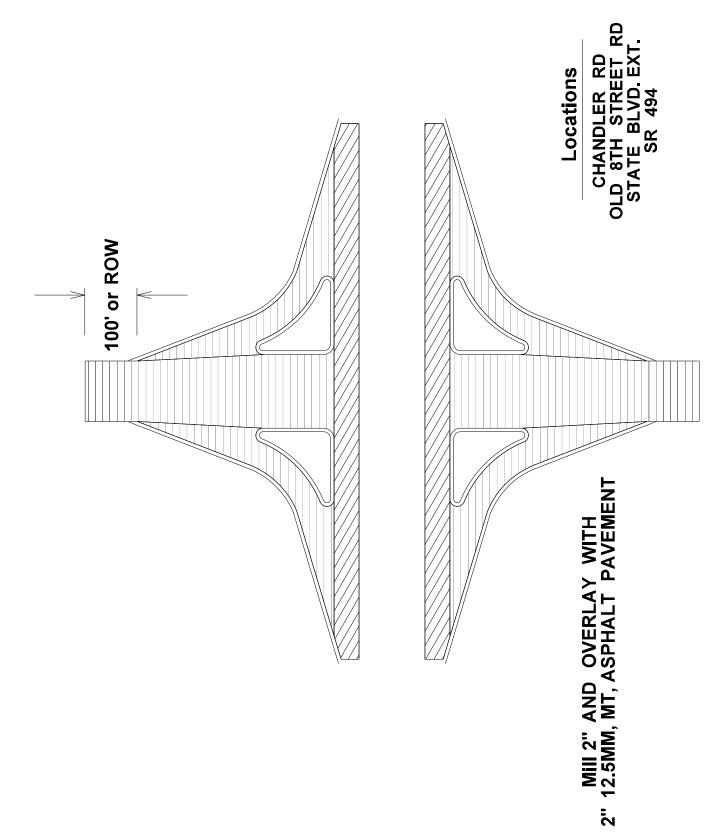
-Place 2" of 12.5mm, MT, Mixture to tie to mainline overlay.

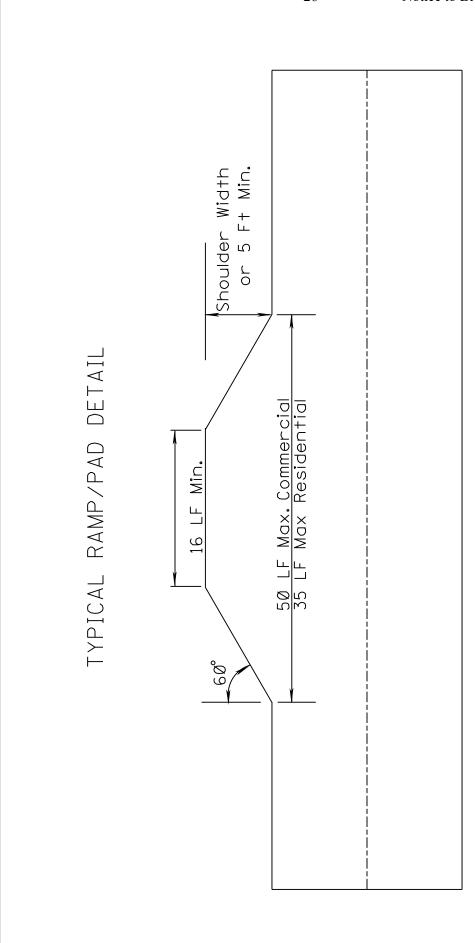
-Millimits of county/local roads at a depth of 2".

No+es:

-Milling/Paving area = 🔼

LAUDERDALE COUNTY- SR. 19 TYPICAL MILLING PLAN FOR CHANNELIZED INTERSECTIONS

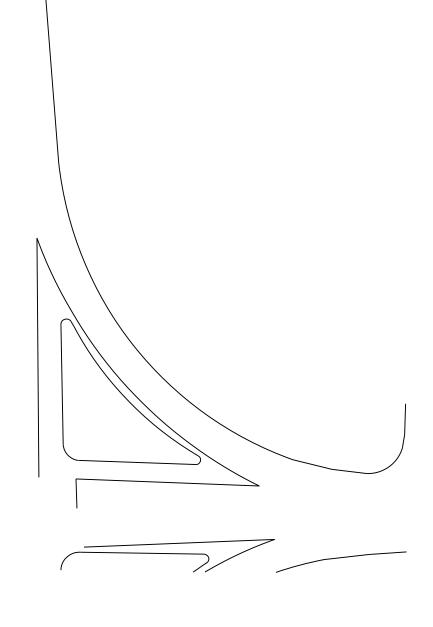




NH-ØØ26-Ø1(Ø82)/1Ø8176-3Ø1 _auderdale County

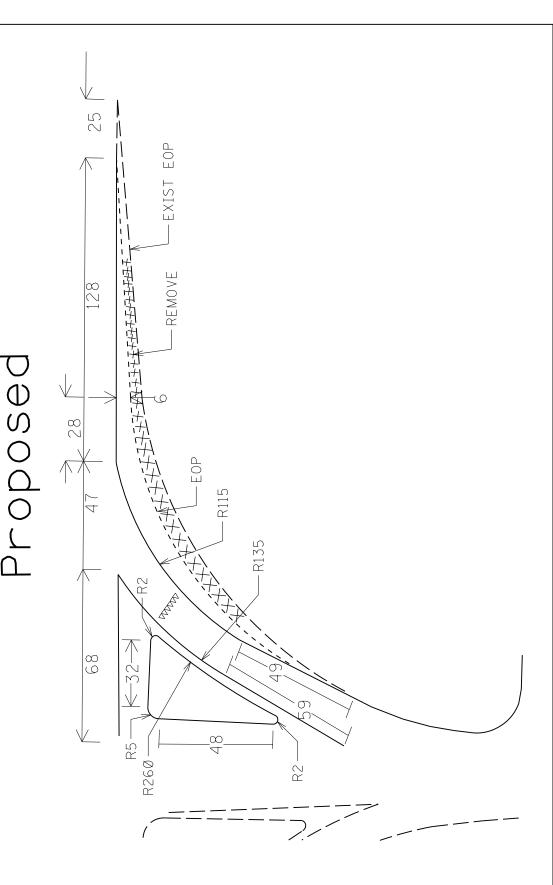
State BLVD Intersection Modification

Existing



NH-ØØ26-Ø1(Ø82)/1Ø8176-3Ø1 _auderdale County

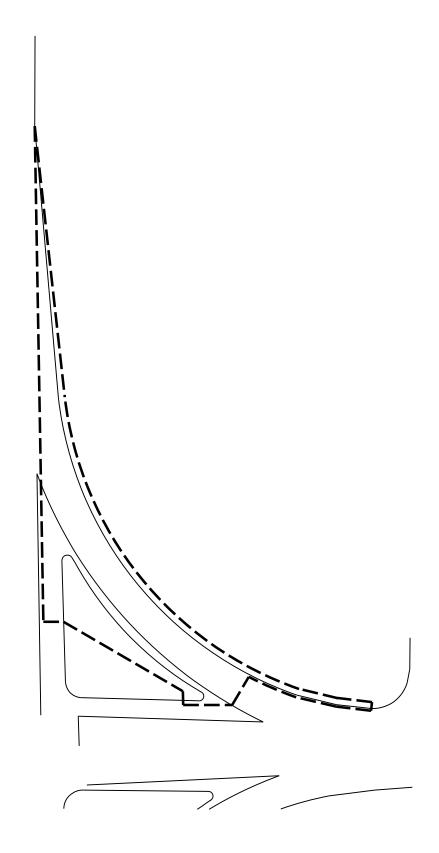
State BLVD Intersection Modification



_auderdale County

State BLVD Intersection Modification

RemovalLimits



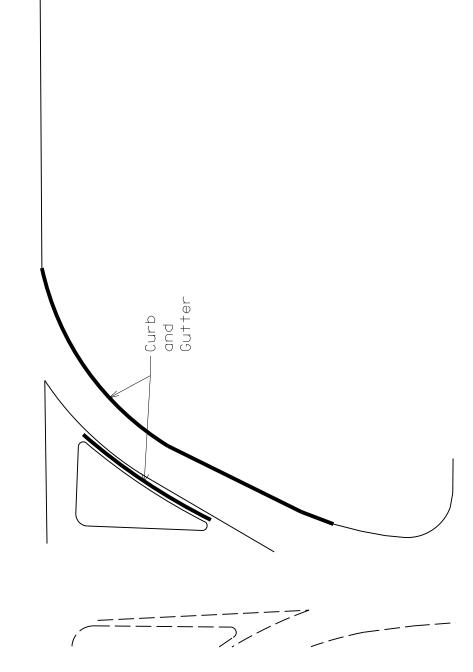
_auderdale County

State BLVD Intersection

Modification

Location of Curb

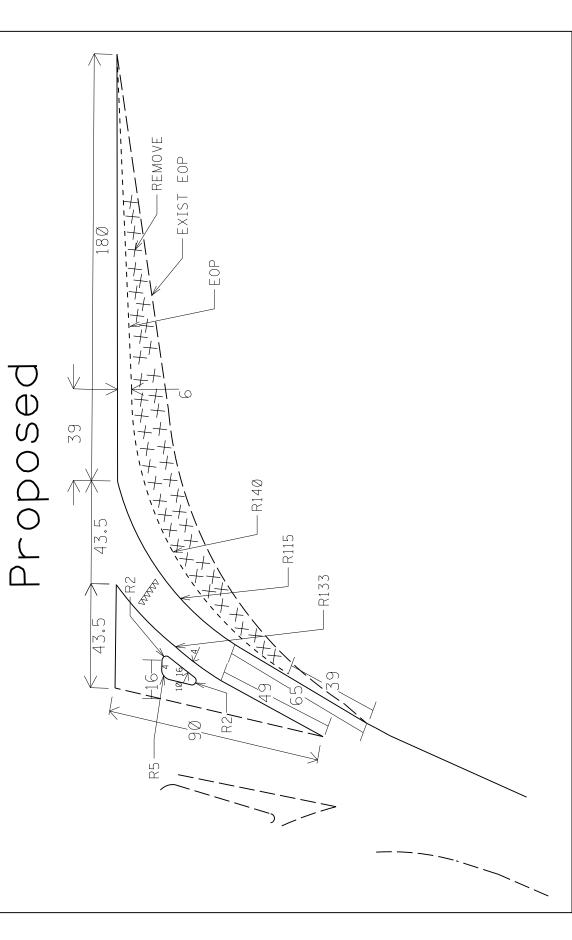
and Gutter



Existing

NH-ØØ26-Ø1(Ø82)/1Ø8176-3Ø1 _auderdale Counts

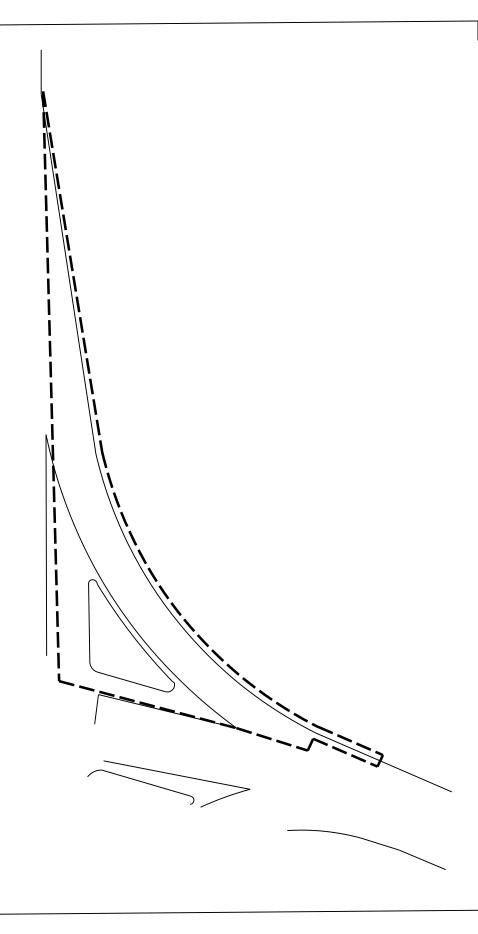
Hwy 494 Intersection Modification



NH-ØØ26-Ø1(Ø82)/1Ø8176-3Ø1 _auderdale County

Hwy 494 Intersection Modification

RemovalLimits



_auderdale County

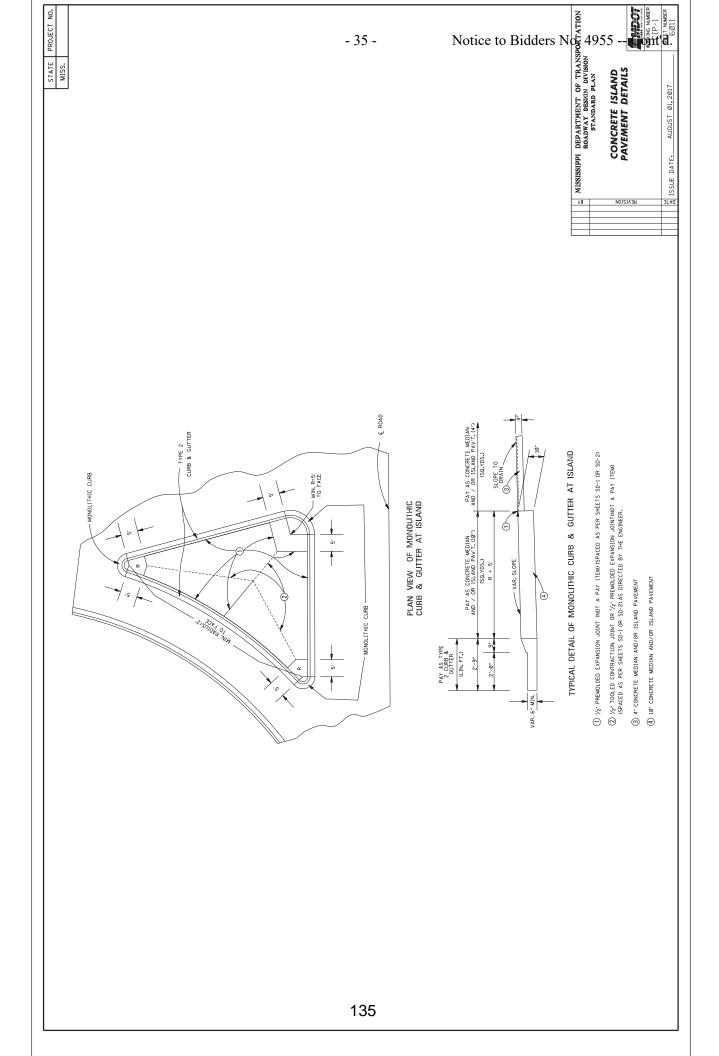
Hwy 494 Intersection

Modification

_ocation of Curb

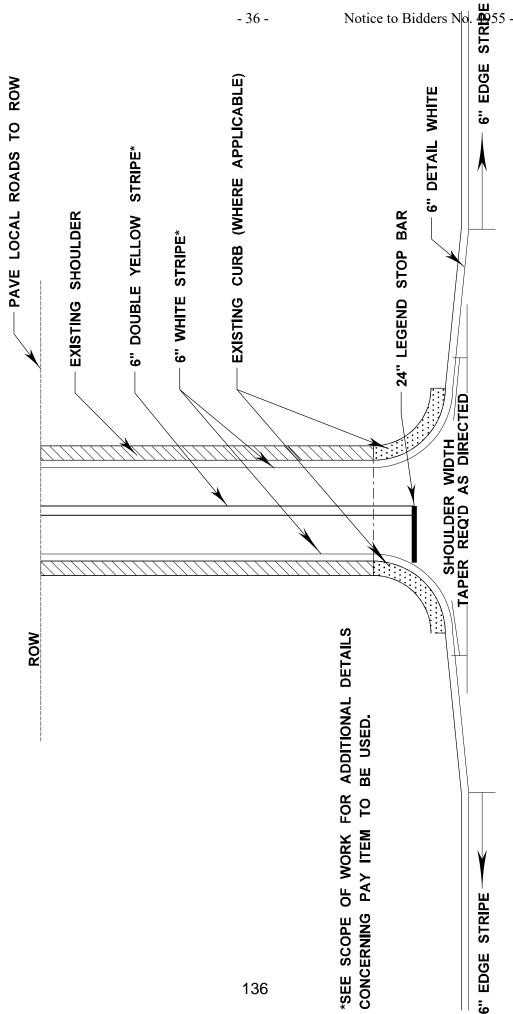
and Gutter

Curb and Gutter

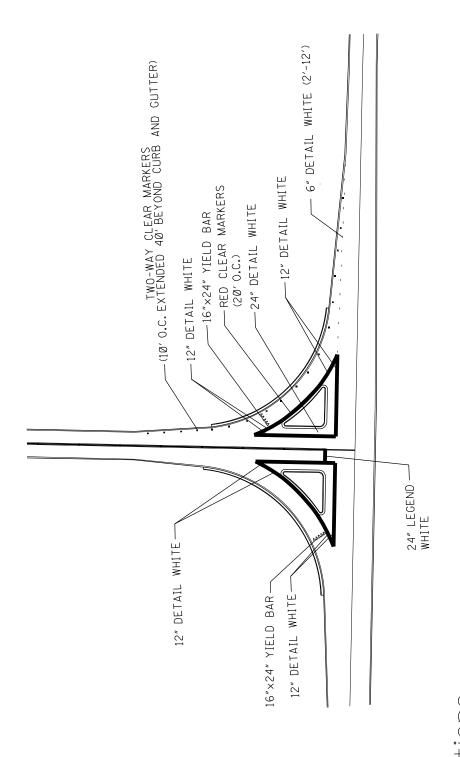


LAUDERDALE

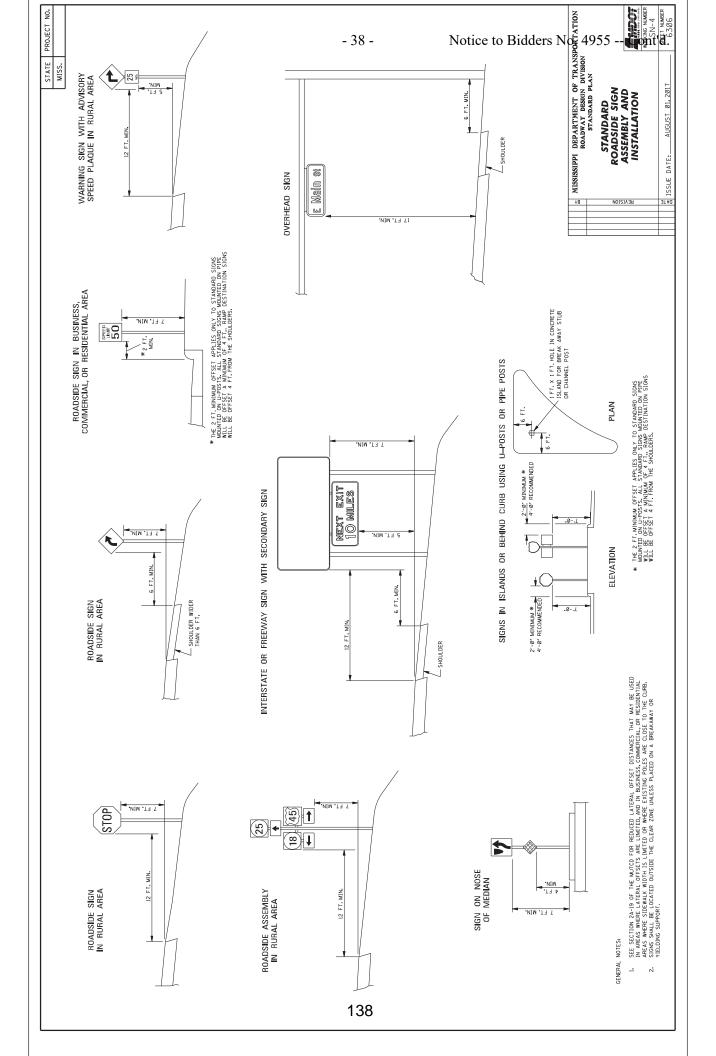
STRIPE DETAIL - LOCAL ROADS

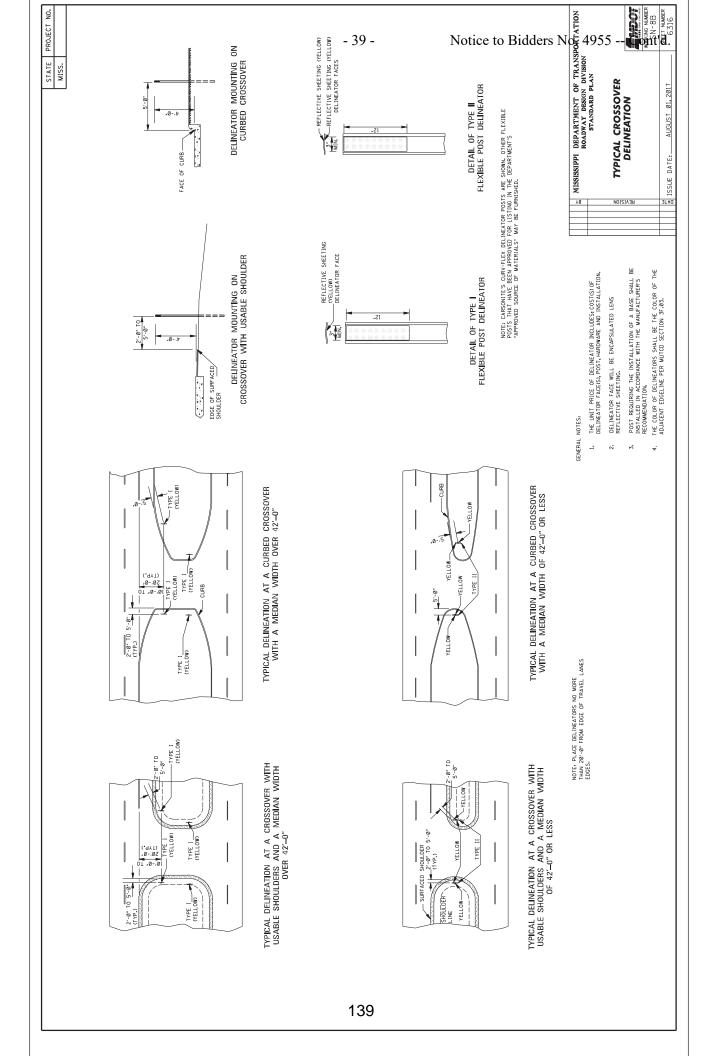


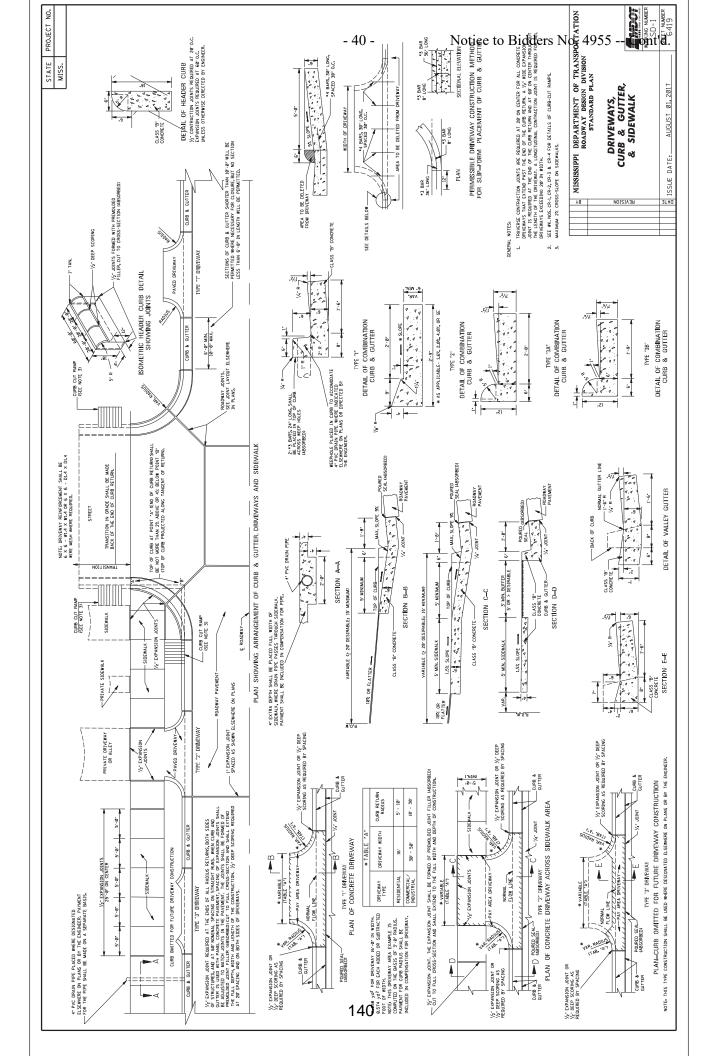
NOTE: CENTERLINE STRIPE SHALL BE OMITTED ON LOCAL ROADS WHOSE WIDTH IS LESS THAN 20 FEET.

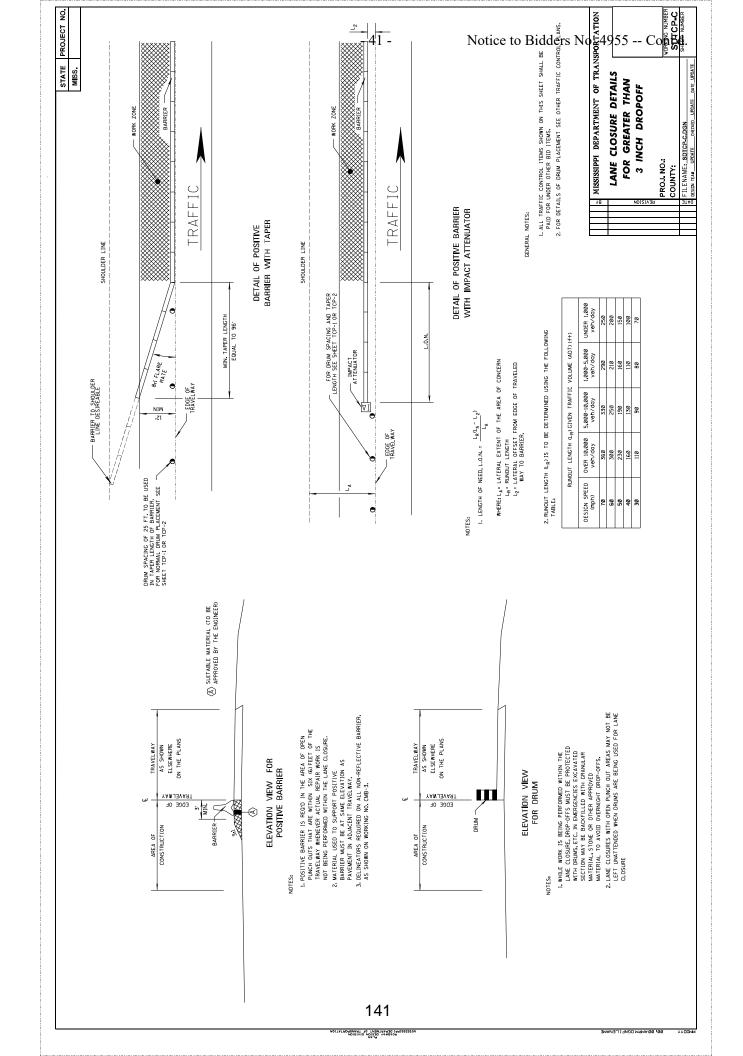


Chandler Rd
Old 8th Street Rd
State Blvd. Ext.









MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4956 CODE: (SP)

DATE: 03/21/2023

SUBJECT: Lane Closure Restrictions

PROJECT: NH-0026-01(082) / 108176301 - Lauderdale County

Bidders are hereby advised of the following restrictions on the above captioned project.

• Southbound Only – 6:30 AM to 8:30 AM Monday Through Friday.

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4967 CODE: (SP)

DATE: 03/27/2023

SUBJECT: Temporary Construction Signs

PROJECT: NH-0026-01(082) / 108176301 – Lauderdale County

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

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

SECTION 904 - NOTICE TO BIDDERS NO. 4968

CODE: (SP)

DATE: 03/27/2023

SUBJECT: Underground Utilities

PROJECT: NH-0026-01(082) / 108176301 – Lauderdale County

Bidders are hereby advised that utility lines owned and maintained by MDOT may be present within the project limits. These utilities are not located by Mississippi 811. It shall be the Contractor's responsibility to coordinate with MDOT to have the utility lines located and marked prior to beginning work. The Contractor shall give a minimum of three (3) working days of advance notice for locate requests.

Additionally, it shall be the Contractor's responsibility to maintain the utility markings or have the ability to survey the marked utilities and re-establish said utility markings as needed. The Department shall only be responsible for locating and marking the utilities once per Contract.

The contacts for MDOT utility lines are as follows:

Underground Power Lines:

```
Michael Lee – 601-683-3341 – <u>mlee@mdot.ms.gov</u>
Billy Coward – 601-683-3341 – <u>bcoward@mdot.ms.gov</u>
```

Underground Communication Lines:

```
Kerby McFarland – 601-359-7450 – <a href="mailto:kmcfarland@mdot.ms.gov">kmcfarland@mdot.ms.gov</a> Steven Newell – 601-359-7450 – <a href="mailto:snewell@mdot.ms.gov">snewell@mdot.ms.gov</a> Henry Lewis – 601-359-1454 – <a href="mailto:hlewis@mdot.ms.gov">hlewis@mdot.ms.gov</a>
```

Underground Signal Lines:

```
Amrik Singh – 601-359-1454 – <u>asingh@mdot.ms.gov</u>
Kenneth Welch – 601-359-1454 – <u>kwelch@mdot.ms.gov</u>
```

"General Decision Number: MS20230096 01/06/2023

Superseded General Decision Number: MS20220096

State: Mississippi

Construction Type: Highway

County: Lauderdale 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 \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

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

- generally applies to the contract.
- |. The contractor must pay all covered workers at least \$12.15 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 2023.

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

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

Modification Number

Publication Date 01/06/2023

	Rates	Fringes
ELECTRICIAN		10.64
SUMS2010-019 08/04/2014		
	Rates	Fringes
CARPENTER (Form Work Only)	\$ 13.12 **	0.00
CARPENTER, Excludes Form Work	\$ 14.21 **	0.00
CEMENT MASON/CONCRETE FINISHER	\$ 12.69 **	0.00
HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck)	\$ 11.50 **	0.00
INSTALLER - GUARDRAIL	\$ 11.68 **	0.00
INSTALLER - SIGN	\$ 12.32 **	0.00
IRONWORKER, REINFORCING	\$ 13.50 **	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	\$ 11.20 **	0.00
LABORER: Common or General		0.00
LABORER: Flagger		0.00
LABORER: Grade Checker	\$ 13.56 **	0.00
LABORER: Mason Tender - Cement/Concrete	\$ 11.30 **	0.00
LABORER: Pipelayer	\$ 11.22 **	0.00
LABORER: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper	\$ 11 28 **	0.00
OPERATOR: Asphalt Spreader		0.00
OPERATOR:	¥ 13.33	0.00
Backhoe/Excavator/Trackhoe	\$ 14.80 **	0.00
OPERATOR: Broom/Sweeper	\$ 10.17 **	0.00
OPERATOR: Bulldozer	\$ 14.41 **	0.00
OPERATOR: Concrete Saw	\$ 14.37 **	0.00
OPERATOR: Crane	\$ 21.74	0.00
OPERATOR: Distributor	\$ 11.63 **	0.00
OPERATOR: Drill	\$ 19.22	0.00
OPERATOR: Grader/Blade	\$ 14.50 **	0.00
OPERATOR: Loader	\$ 15.01 **	0.00

/10/23, 7:45 AM		SAM.gov
OPERATOR:	Mechanic	0.00
OPERATOR:	Milling Machine\$ 14.84 **	0.00
OPERATOR:	Mixer 12.42 **	0.00
OPERATOR:	Oiler\$ 13.16 **	0.00
OPERATOR: Aggregate,	Paver (Asphalt, and Concrete)\$ 13.84 **	0.00
OPERATOR:	Piledriver \$ 15.13 **	0.00
OPERATOR:	Roller (All Types)\$ 11.22 **	0.00
OPERATOR:	Scraper 13.34 **	0.00
OPERATOR:	Tractor 12.92 **	0.00
OPERATOR:	Trencher \$ 13.75 **	0.00
	Staking, Marking Clearing)\$ 12.34 **	0.00
TRUCK DRIVE	ER: Flatbed Truck\$ 13.29 **	0.00
TRUCK DRIVE	ER: Lowboy Truck\$ 11.00 **	0.00
TRUCK DRIVE	ER: Mechanic\$ 13.93 **	0.00
	ER: Off the Road\$ 12.31 **	0.00
TRUCK DRIVE	ER: Water Truck\$ 10.63 **	0.00
TRUCK DRIVE	ER: Dump Truck (All \$ 11.96 **	0.00
Truck	ER: Semi/Trailer \$ 12.50 **	0.00

1/

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

^{**} Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

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: 07/26/2022

SUBJECT: Federal Contract Provisions for Subcontracts

Federal Contract Provisions for Subcontracts

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

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

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid designbuild contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).
- II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

- 1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).
- b. The contractor will accept as its operating policy the following statement:

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

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

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

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

- a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
- b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
 - (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.
- c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

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

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

1. Minimum wages (29 CFR 5.5)

a. 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, 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 Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (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 (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

- 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. 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 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), 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 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 18 U.S.C. 1001 and 31 U.S.C. 231.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees (29 CFR 5.5)

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. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to 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 as provided in 29 CFR 5.5.
- **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 as provided in 29 CFR 5.5.
- **9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

- 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

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include 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. 29 CFR 5.5.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. 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 currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.
- * \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

- 3. Withholding for unpaid wages and liquidated damages. 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 paragraphs 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. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)
- (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. 23 CFR 635.102.
- 2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).
- 5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

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

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented:

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more — as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).
- (5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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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:

- (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355:
- (b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

- 1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
- 2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

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

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

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

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

Until further notice	Goals for minority participation for each trade (percent)
SHSA Cities: Pascagoula - Moss Point Biloxi - Gulfport Jackson	19.2
SMSA Counties: Desoto Hancock, Harrison, Stone Hinds, Rankin Jackson	
Non-SMSA Counties: George, Greene	26.4
Alcorn, Benton, Bolivar, Calhoun, Carroll, Clay, Coahoma, Grenada, Itawamba, Lafay Leflore, Marshall, Monroe, Montgomery, P Pontotoc, Prentiss, Quitman, Sunflower, Ta Tate, Tippah, Tishomingo, Tunica, Union, Washington, Webster, Yalobusha	rette, Lee, Panola, allahatchie,
Attala, Choctaw, Claiborne, Clarke, Copial Franklin, Holmes, Humphreys, Issaquena, Jefferson Davis, Jones Kemper, Lauderdale Leake, Lincoln, Lowndes, Madison, Nesho Noxubee, Oktibbeha, Scott, Sharkey, Simps Warren, Wayne, Winston, Yazoo	Jasper, Jefferson, e, Lawrence, ba, Newton, son, Smith,
Forrest, Lamar, Marion, Pearl River, Perry, Walthall	
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: (IS)

SPECIAL PROVISION NO. 907-106-1

DATE: 10/25/2022

SUBJECT: Control of Materials

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

After Subsection 106.13 on page 47, add the following.

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

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

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

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

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

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

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

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

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

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

CODE: (SP)

SPECIAL PROVISION NO. 907-108-4

10/07/2020

DATE:

Subletting of Contract SUBJECT:

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

907-108.01--Subletting of Contract.

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

CODE: (IS)

SPECIAL PROVISION NO. 907-109-4

DATE: 04/19/2021

SUBJECT: Measurement and Payment

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

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

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

907-109.04--Extra Work.

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

907-109.06--Partial Payment.

907-109.06.2--Advancement on Materials.

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

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

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

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

CODE: (IS)

SPECIAL PROVISION NO. 907-700-1

DATE: 10/25/2022

SUBJECT: Materials and Tests

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

After Subsection 700.01 on page 713, add the following.

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

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

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

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

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

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

SPECIAL PROVISION NO. 907-701-3

CODE: (IS)

DATE: 05/04/2021

SUBJECT: Hydraulic Cement

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

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

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

907-701.02--Portland Cement.

907-701.02.1-General.

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

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.

Water-soluble Sulfate Sulfate (SO₄) in sulfate (SO₄) in Cementitious material required Exposure water, ppm soil, % by mass 0.10 - 0.20Moderate 150 - 1,500 Type I cement with one of the following replacements of cement by weight: and 24.5 - 25.0% Class F fly ash, or Seawater 49.5 - 50.0% GGBFS Type II*,** cement 0.20 - 2.001,500 - 10,000 Type I cement with a replacement by weight Severe of 49.5 - 50.0% GGBFS, Type II* cement with one of the following replacements of cement by weight: 24.5 - 25.0% Class F fly ash, or 49.5 - 50.0% GGBFS

Table 1- Cementitious Materials for Soluble Sulfate Conditions or Seawater

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

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

907-701.04--Blended Hydraulic Cement.

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

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

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

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

Type IL – Portland-limestone cement

Type IP - Portland-pozzolan cement

Type IS - Portland blast-furnace slag cement

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

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

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

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

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

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

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

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

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

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

Table 2- Cementitious Materials for Soluble Sulfate Conditions or Seawater

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

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

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

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

Delete Subsection 701.04.3 on page 721.

CODE: (IS)

SPECIAL PROVISION NO. 907-702-4

DATE: 09/11/2018

SUBJECT: Bituminous Materials

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

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

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

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

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

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

TABLE V SPECIFICATION FOR FOG SEAL

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

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

SPECIAL PROVISION NO. 907-703-2

CODE: (SP)

DATE: 11/29/2022

SUBJECT: Gradation

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

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

907-703.03.2--Detail Requirements.

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

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

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

CODE: (IS)

SPECIAL PROVISION NO. 907-705-1

DATE: 06/13/2018

SUBJECT: Stone Riprap

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

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

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

SPECIAL PROVISION NO. 907-707-3

CODE: (IS)

DATE: 10/27/2021

SUBJECT: Joint Materials

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

907-707.02--Joint Filler.

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

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

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

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

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

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

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

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.

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

907-712.05.2.3--Blank.

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

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

<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.

Type Designation	Γ	П	Ħ	Ta I∢	Table 1 - Geotextiles V		_	IIA	ш	VIII	X	
	Sedime	Sediment Control	Drainage	Paving	Separation & Drainage	Sej	paration, Stabiliza Reinforcement	Separation, Stabilization & Reinforcement	ઝ	High Strength	rength	
Physical Property ²						Woven	Non- Woven	Woven	Non- Woven			Test Method
Grab Strength (lb)	50	06	110	06	200	280	180	450	280	1		ASTM D 4632
Elongation (%)		50% max @ 45 lb	20% min	50% min @ break	50% min	50% max	50% Min	50% max	50% Min			ASTM D 4632
Seam Strength (lb)			70		180	240	160	400	240	-		ASTM D 4632
Puncture Strength (1b)			40		80	110	75	180	115	1		ASTM D 6241
Trapezoidal Tear (lb)		1	40		80	100	70	150	100			ASTM D 4533
Asphalt Retention (gal/yd²)	-	l		0.2		-	-	-	-	-		ASTM D 6140
vity (sec ⁻¹) nin	0.05	0.05	0.5	!	0.2	0.2	0.2	0.2	0.2			ASTM D 4491
oven (mm)	09:0	09.0	9.0	-	9.0	0.43	1	0.43				ASTM D 4751
AOS Non-Woven (mm) max	0.84	0.84	0.43	1	0.43		0.43	ł	0.43	-	1	
Censile Strength after UV (% Retained)	70% @ 500 hr	70% @ 500 hr	50% @ 500 hr		50% @ 500 hr	50% @ 500 hr	50% @ 500 hr	50% @ 500 hr	50% @ 500 hr			ASTM D 4355
Melting Point °(F)				325								ASTM D 276
Minimum Ultimate Tensile Strength ³ (lb/in)							-			099	2000	ASTM D 4595

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 Notes: 1 - All property values, with the exception of apparent opening size (AOS), represent minimum average roll values in the weakest principal 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			Type De	signation			Test Method
	I	II	III	IV	V	VI	
Long Term Design Load ¹ , pounds per foot, Machine Direction	250	500	750	1500	2500	3500	AASHTO R69, ASTM D5262
Minimum Ultimate Tensile Strength ² , pounds per foot, Machine Direction	500	1000	1500	3000	5000	7000	ASTM D6637
Open Area, percent	70	70	50	50	50	50	Direct Measurement

¹ Minimum design criteria requirement.

² Minimum Average Roll Value (MARV).

CODE: (SP)

SPECIAL PROVISION NO. 907-718-1

DATE: 12/07/2021

SUBJECT: Timber and Dimension Lumber

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

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

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

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

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

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

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

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

907-718.03.1--Blank.

907-718.03.2--Treatment.

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

907-718.03.2.2--Blank.

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

907-718.03.3--Blank.

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

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

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

CODE: (IS)

SPECIAL PROVISION NO. 907-720-2

DATE: 09/11/2018

SUBJECT: Acceptance Procedure for Glass Beads

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

907-720.01--Glass Beads.

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

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

CODE: (IS)

SPECIAL PROVISION NO. 907-721-4

DATE: 04/19/2022

SUBJECT: Materials for Signing

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

907-721.06--Reflective Sheeting.

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

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

TABLE 4
Type IX Sheeting

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

TABLE 5
Type XI Sheeting

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

After Subsection 721.10 on page 864, add the following.

<u>907-721.11--Digital Applied Printing</u>. The following addresses the requirements for digitally printed finished retroreflective traffic control signs on flat sheet aluminum and digitally printed traffic sign faces intended to be applied to a sign substrate.

<u>907-721.11.1--Digitally Printed Ink Systems</u>. Traffic signs must be produced using components, and processes that comply with the retroreflective sheeting manufacturer's recommendations.

Digital printed ink systems used to print traffic signs must meet and comply with daytime and nighttime chromaticity (color standards) as recognized in ASTM D4956 "Standard Specification for Retroreflective Sheeting for Traffic Control."

Digital printed ink systems must meet 70% of the initial retroreflectivity specifications of each respective reflective film color as found in ASTM D4956 "Standard Specification for Retroreflective Sheeting for Traffic Control."

Prior to fabrication and preferably at the preconstruction meeting, the Contractor shall advise the Project Engineer in writing as to which signs on the project will be digitally printed and which ones will be screen printed. The Contractor shall submit to the Project Engineer certifications for all digitally printed signs, which will be forwarded to the State Traffic Engineer for review.

<u>907-721.11.2--Protective Overlay Film.</u> Permanent traffic signs printed with digital ink systems will be fabricated with a full sign protective overlay film designed to provide a smooth surface needed for retroreflectivity, and to protect the sign from fading and UV degradation. The overlaminate shall comply with the retroreflective sheeting manufacturer's recommendations to ensure proper adhesion and transparency and will also meet the reflective film durability as identified in Table 1.

Table 1
Retroreflective Film Minimum Durability Requirements

ASTM D4956 Type	Full Sign Replacement Term (years)	Sheeting Replacement Term (years)
IV	7	10
VIII	7	10
IX	7	12
XI	7	12

Temporary signs used in work zones printed with black ink only will not require a protective overlay film as long as the finished sign is warranted for a minimum outdoor durability of three years by the sheeting manufacturer.

<u>907-721.11.3--Inspection</u>. During fabrication, the Contractor shall provide sufficient testing and quality control throughout fabrication to insure good workmanship. Once the material has been received, it may be subject to random testing to ensure compliance with all requirements. If any test samples do not conform to the requirements, the entire order may be returned at the vendor's expense.

<u>907-721.11.4--Traffic Sign Performance Warranty Provisions</u>. Based on the ASTM Type of sheeting specified, traffic control signs shall be warranted for the duration shown in Table 1. The Contractor shall supply a copy of the warranty document with complete details of terms and conditions upon request of the Department.

<u>907-721.11.5--Certified Digital Sign Fabricator</u>. Sign fabricators using digital imaging methods to produce regulated traffic signs must be certified by the reflective sheeting manufacturer whose materials are used to produce the delivered signs.

Certified sign fabricators must undergo an audit process by the sheeting manufacturer to ensure they have the proper equipment, manufacturing capabilities, manufacturing application processes and the materials required to fulfill the sheeting manufacturer's warranty obligations. Sign fabricators must recertify annually with reflective sheeting manufacturers or utilize a 3rd party certifier approved by the reflective sheeting manufacturer.

The Contractor shall submit proof of Sign Fabricator Certification as issued by the retroreflective sign sheeting manufacturer to the Project Engineer upon delivery of the signs, or with the Shop Drawings.

SPECIAL PROVISION NO. 907-808-1

CODE: (IS)

DATE: 11/01/2018

SUBJECT: Joint Repair

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

<u>907-808.04--Method of Measurement</u>. Delete the paragraph in Subsection 808.04 on page 1009, and substitute the following.

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

<u>907-808.05--Basis of Payment.</u> Delete the paragraph in Subsection 808.05 on page 1009, and substitute the following.

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

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

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

Payment will be made under:

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

907-808-B: Mortar Mix - per gallon

CODE: (SP)

SPECIAL PROVISIONS NO. 907-823-7

DATE: 10/13/2020

SUBJECT: Preformed Joint Seal

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

SECTION 907-823--PREFORMED JOINT SEAL

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

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

The preformed joint seal shall be one of the following, or an approved equal. The size of the seal, Type I or Type II, shall be determined based on the size of the joint opening, as detailed in the Plans or drawings provided. It is the Contractor's responsibility to ensure that the size selected is appropriate for the width of the joint. Type I shall be used for joint openings less than two inches (2"). Type II shall be used for joint openings greater than two inches (2"), with the maximum joint opening being two and one-half inches $(2\frac{1}{2})$. In cases where the joint opening is greater than two and one-half inches $(2\frac{1}{2})$, another type of expansion material shall be required as directed by the Director of Structures, State Bridge Engineer.

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

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

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

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

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

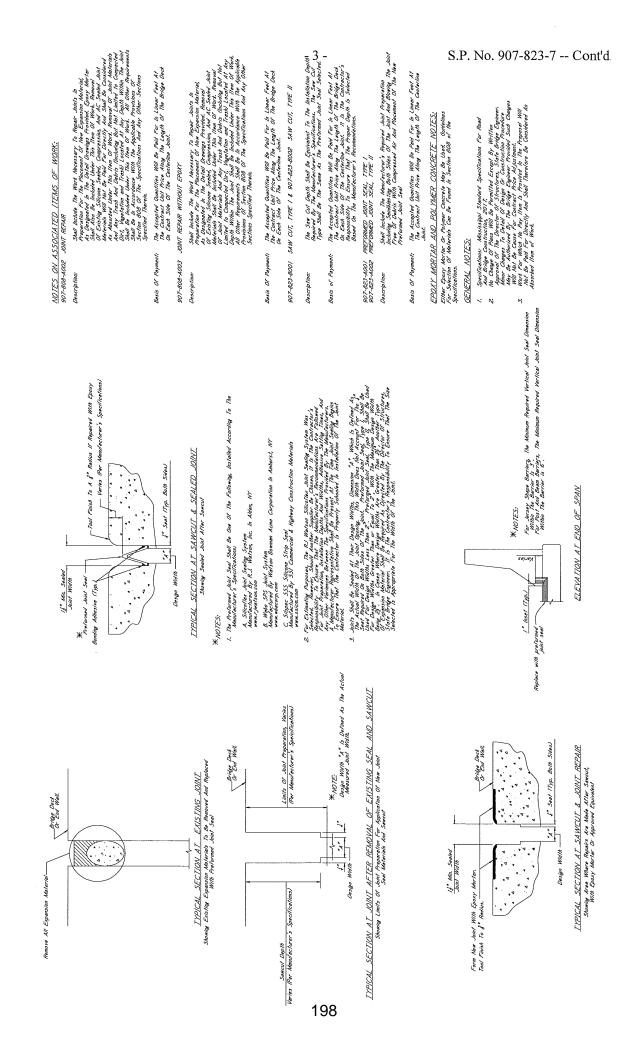
Saw cuts of the type specified will be measured by the linear foot along the length of the bridge deck on each side of the centerline joint.

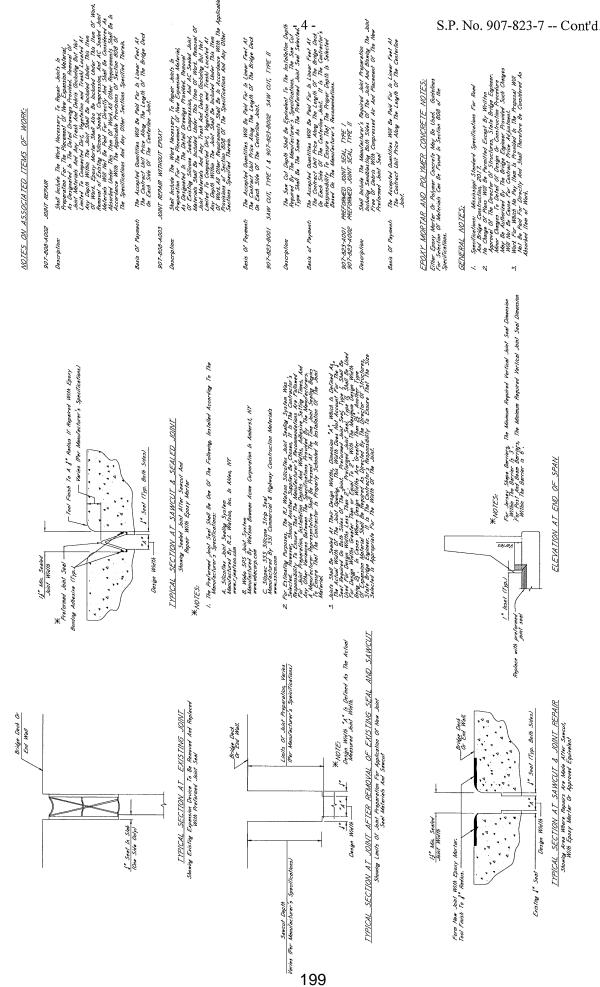
<u>907-823.05--Basis of Payment</u>. Preformed joint seal, measured as prescribed above, will be paid for at the contract unit price per linear foot, which shall be full compensation for furnishing all labor, equipment, tools, materials, and incidentals necessary to complete the work.

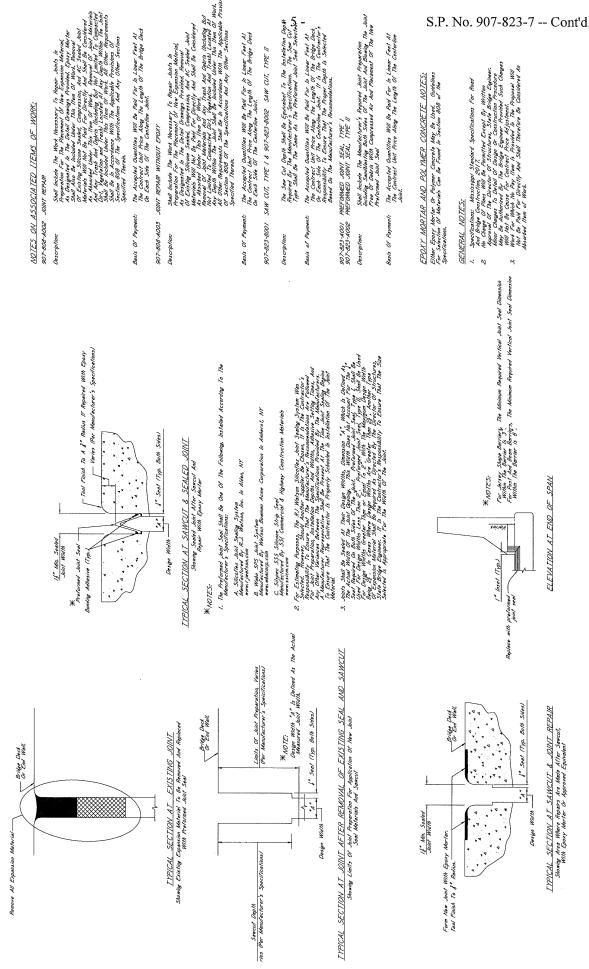
Saw cuts, measured as prescribed above, will be paid for at the contract unit price per linear foot, which shall be full compensation for furnishing all labor, equipment, tools, materials, and incidentals necessary to complete the work.

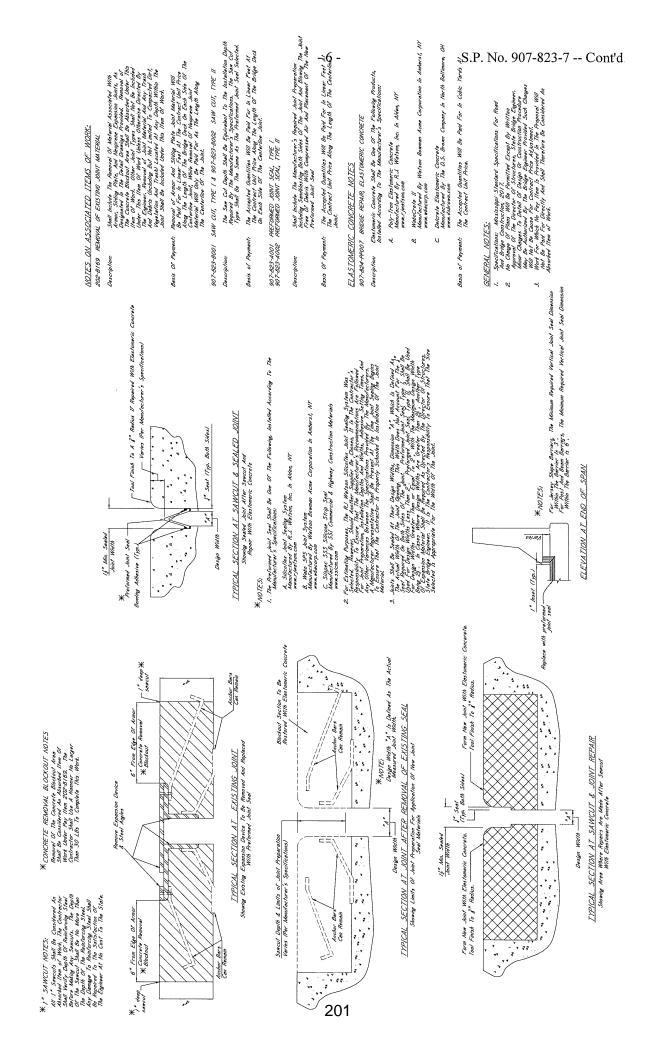
,	
907-823-A: Preformed Joint Seal, Type	- per linear foot
907-823-B: Saw Cut, Type	- per linear foot

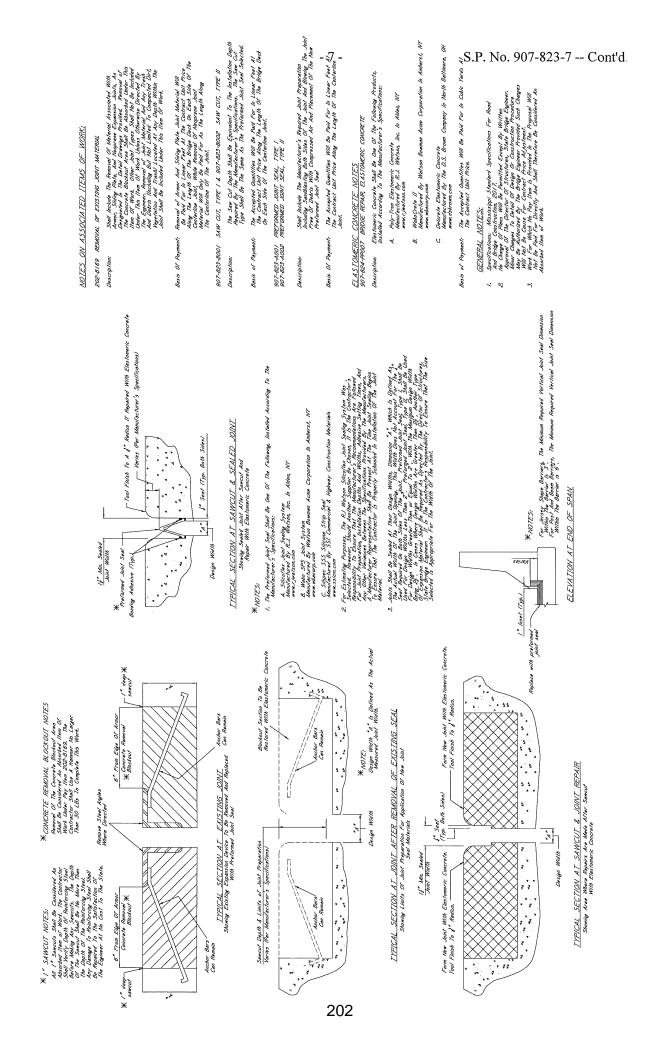
Payment will be made under:

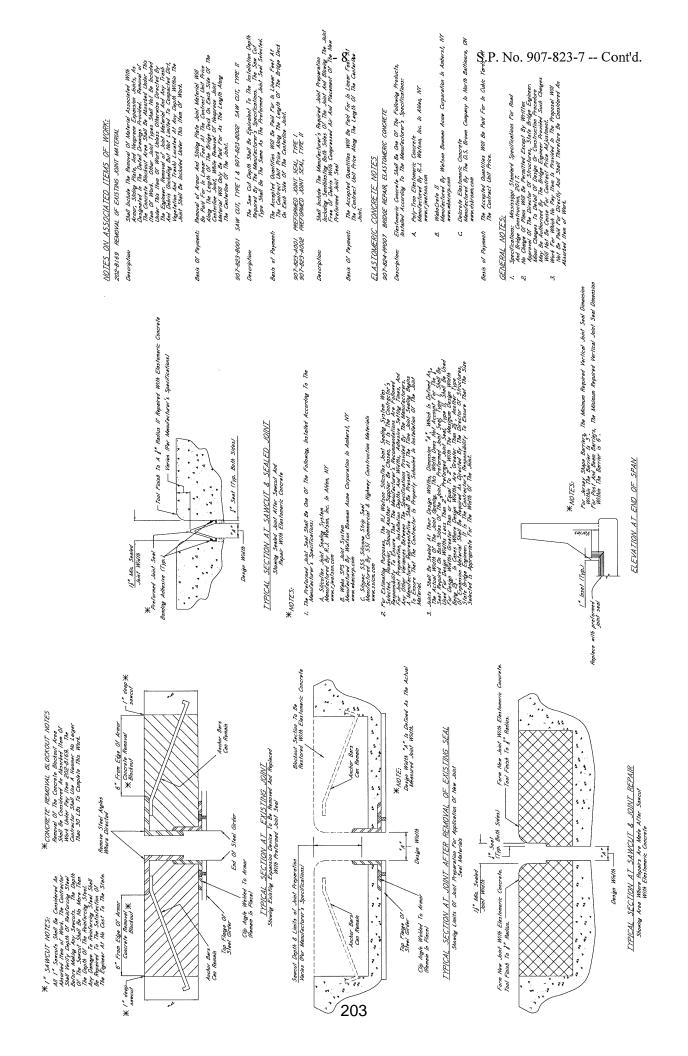


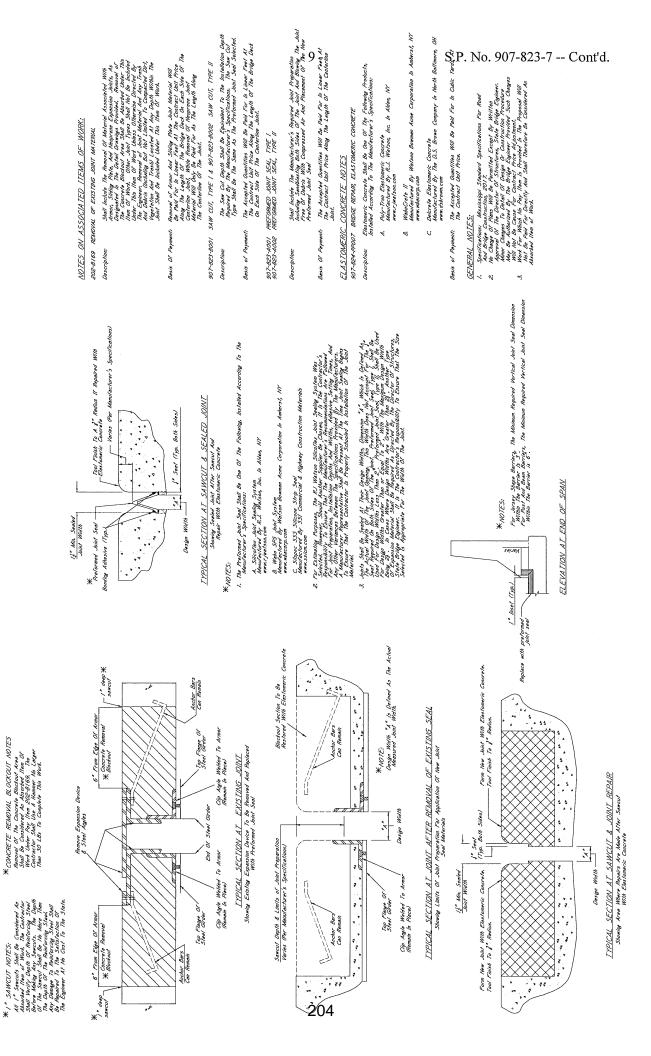


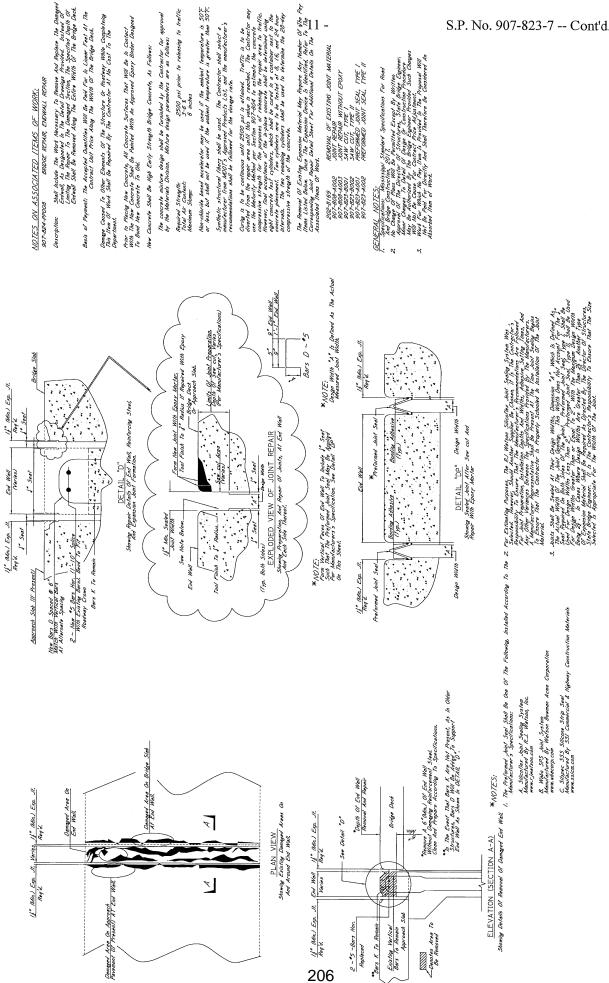












SECTION 905 - PROPOSAL

	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	e State of and the s follows:
President	Address
Secretary	Address
Treasurer	Address

Revised 1/2016

The following is my (our) itemized proposal.

 $\label{eq:miles of SR 19 beginning approximately 0.5 miles north of North Hills Street to 0.2 miles north of SR 494, known as Federal Aid Project No. NH-0026-01(082) / 108176301 in Lauderdale County.$

Line no.	Item Code	Adj Code	Quantity	Units	Description[Fixed Unit Price]
0010	201 D001		24	Roadway I	
0010	201-D001		34	Station	Random Clearing
0020	202-B007		1,259	Square Yard	Removal of Asphalt Pavement, All Depths
0030	202-B088		342	Linear Feet	Removal of Curb & Gutter, All Types
0040	202-B096		620	Linear Feet	Removal of Debris and Sand From Box Culvert, 10-foot and Greater Width
0050	202-B158		2,975	Linear Feet	Removal of Guard Rail, Including Rails, Posts and Terminal Ends
0060	202-B168		246	Square Yard	Removal of Island Pavement, All Types
0070	202-B240		5,964	Linear Feet	Removal of Traffic Stripe
0080	202-B264		8	Each	Removal of Trees Greater Than 10"
0090	202-B273		210	Linear Feet	Removal of Debris and Sand From Box Culvert, 6-foot to Less than 10-foot Width
0100	202-B276		125	Linear Feet	Removal of Debris from Drainage Channel
0110	203-G002	(E)	506	Cubic Yard	Excess Excavation, LVM, AH
0120	304-D002	(GT)	100	Ton	Granular Material, Crushed Stone
0130	403-A002	(BA1)	21,205	Ton	12.5-mm, MT, Asphalt Pavement
0140	403-A005	(BA1)	600	Ton	19-mm, MT, Asphalt Pavement
0150	403-B002	(BA1)	320	Ton	12.5-mm, MT, Asphalt Pavement, Leveling
0160	406-D001		186,955	Square Yard	Fine Milling of Bituminous Pavement, All Depths
0170	407-A001	(A2)	18,695	Gallon	Asphalt for Tack Coat
0180	423-A001		15	Mile	Rumble Strips, Ground In
0190	503-C010		731	Linear Feet	Saw Cut, Full Depth
0200	606-B003		1,869	Linear Feet	Guard Rail, Class A, Type 1, 'W' Beam, Metal Post
0210	606-C003		1	Each	Guard Rail, Cable Anchor, Type 1
0220	606-D020		14	Each	Guard Rail, Bridge End Section, Type H, Metal Post
0230	606-E005		14	Each	Guard Rail, Terminal End Section, Flared
0240	606-E007		1	Each	Guard Rail, Terminal End Section, Non-Flared
0250	609-D003	(S)	500	Linear Feet	Combination Concrete Curb and Gutter Type 2
0260	616-A001	(S)	17	Square Yard	Concrete Median and/or Island Pavement, 10-inch
0270	618-A001		1	Lump Sum	Maintenance of Traffic
0280	619-A1001		18	Mile	Temporary Traffic Stripe, Continuous White
0290	619-A2001		16	Mile	Temporary Traffic Stripe, Continuous Yellow
0300	619-A3001		30	Mile	Temporary Traffic Stripe, Skip White
0310	619-A5001		64,260	Linear Feet	Temporary Traffic Stripe, Detail
0320	619-A6001		262	Square Feet	Temporary Traffic Stripe, Legend
0330	619-A6002		2,592	Linear Feet	Temporary Traffic Stripe, Legend
0340	619-D1001		32	Square Feet	Standard Roadside Construction Signs, Less than 10 Square Feet
					-

Line no.		Adj Code	Quantity	Units	Description[Fixed Unit Price]
0350	619-D2001		408	Square Feet	Standard Roadside Construction Signs, 10 Square Feet or More
0360	619-G4005		48	Linear Feet	Barricades, Type III, Single Faced
0370	620-A001		1	Lump Sum	Mobilization
0380	626-A001		10	Mile	6" Thermoplastic Double Drop Traffic Stripe, Skip White
0390	626-C002		9	Mile	6" Thermoplastic Double Drop Edge Stripe, Continuous White
0400	626-E001		8	Mile	6" Thermoplastic Double Drop Traffic Stripe, Continuous Yellow
0410	626-G004		18,061	Linear Feet	Thermoplastic Double Drop Detail Stripe, White
0420	626-G005		14,069	Linear Feet	Thermoplastic Double Drop Detail Stripe, Yellow
0430	626-H001		131	Square Feet	Thermoplastic Double Drop Legend, White
0440	626-H002		1,296	Linear Feet	Thermoplastic Double Drop Legend, White
0450	627-J001		946	Each	Two-Way Clear Reflective High Performance Raised Markers
0460	627-K001		1,000	Each	Red-Clear Reflective High Performance Raised Markers
0470	627-L001		70	Each	Two-Way Yellow Reflective High Performance Raised Markers
0480	630-A001		10	Square Feet	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness
0490	630-A003		96	Square Feet	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness
0500	630-C001		56	Linear Feet	Square Tube Posts, 4.0 lb/ft
0510	630-F002		36	Each	Delineators, Flexible Post Mounted, Crossover, Type I, Yellow
0520	630-F006		53	Each	Delineators, Guard Rail, White
0530	630-F007		47	Each	Delineators, Guard Rail, Yellow
0540	630-G003		7	Each	Type 3 Object Markers, OM-3L, Post Mounted
0550	630-G007		8	Each	Type 3 Object Markers, OM-3R, Post Mounted
				Bridge Ite	ems
0560	907-808-A002	(S)	52	Linear Feet	Joint Repair
0570	907-808-A003	(S)	1,700	Linear Feet	Joint Repair Without Epoxy
0580	907-823-A001		1,248	Linear Feet	Preformed Joint Seal, Type I
0590	907-823-A002		505	Linear Feet	Preformed Joint Seal, Type II
0600	907-823-B001		2,496	Linear Feet	Saw Cut, Type I
0610	907-823-B002		1,010	Linear Feet	Saw Cut, Type II

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

CONDITIONS FOR COMBINATION BID

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

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

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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.	88.	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 Er	mployment Opportunity, all reports due under the applicable
filing requirements.	
	(COMPANY)
DATE:	

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION CERTIFICATION

I,	
(Name of person signing	ing bid)
individually, and in my capacity as	of
(7	Title of person signing bid)
	do hereby certify under
(Name of Firm, partnership, or Corpora	ration)
penalty of perjury under the laws of the United States	s and the State of Mississippi that
	, Bidder
(Name of Firm, Partnership, or C	Corporation)
on Project No. NH-0026-01(082)/ 108176301000	
in_Lauderdale	County(ies), Mississippi, has not either

in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

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:

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

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

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

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

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

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

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

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

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

(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)
I	(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-0026-01(082)/ 108176301000

LOCATED IN THE COUNTY(IES) OF Lauderdale

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 sig	natures this the day of
Contractor(s)	
By	MISSISSIPPI TRANSPORTATION COMMISSION
Title	By
Signed and sealed in the presence of: (names and addresses of witnesses)	Executive Director
	Secretary to the Commission
	Transportation Commission in session on the day of ook 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-0026-01(082)/ 108176301000

LOCATED IN THE COUNTY(IES) OF: <u>Lauderdale</u>

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,
authorized to do business	n the State of Mississippi, under the laws thereof, as surety, effective as of the contract date
shown below, are held an	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	
The conditions of this bor	d are such, that whereas the said
	ed into a contract with the Mississippi Transportation Commission, bearing the date 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.
singular the terms, cover observed, done, kept and material and equipment a specifications and special contemplated until its fin and save harmless said Mathenegligence, wrongful principal (s), his (their) therewith, and shall be I Transportation Commiss property, the State may let the Contractor(s), his (the persons furnishing labor Liability Insurance, and	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 all completion and acceptance as specified in Subsection 109.11 of the approved specifications, ississispipi 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 gents, 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 Mississippi on or any officer of the State authorized in such cases, for double any amount in money or see or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of any agents or employees, and shall promptly pay the said agents, servants and employees and all material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Workmen's Compensation Insurance; with the additional obligation that such Contractor shall fall taxes, licenses, assessments, contributions, damages,

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

(Contractors) Principal	Surety
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				
			Contractor		
			Address		
As principal, hereinafter called the Pr	incipal, and		City, State ZIP		
					_
a corporation duly organized under the	ne laws of the state of _				
as Surety, hereinafter called the Suret	ty, are held and firmly	bound unto	State of Mississip	pi, Jackson, Mississipp	oi
As Obligee, hereinafter called Oblige	ee, in the sum of Five	Per Cent (5	5%) of Amount Bid		
	Dollars(\$)		
for the payment of which sum will a executors, administrators, successors					heirs,
WHEREAS, the Principal has submit approximately 0.5 miles north of N No. NH-0026-01(082) / 108176301 i NOW THEREFORE, the condition of said Principal will, within the time re performance of the terms and condition will pay unto the Obligee the different which the Obligee legally contracts where the obligee legally co	orth Hills Street to 0. In Lauderdale County This obligation is such quired, enter into a for ons of the contract, the nee in money between with another party to peer exceed the penal sum of the contract of the penal sum of the contract of the penal sum of the contract of the penal sum of the p	2 miles nor y. that if the a mal contrac in this obligate the amount erform the win hereof.	foresaid Principal shat and give a good and ation to be void; other of the bid of the said ork if the latter amount	as Federal Aid Project Il be awarded the contract Il sufficient bond to secur wise the Principal and S Principal and the amoun	et, the re the Surety nt for
Signed and sealed this	day of		, 20		
	(Principal)			(Seal)	
	By	/:)		
(Witness)	(Name)	(Title)		
	(Surety)	(Seal))		
			By:		
(Witness)	(Attorney-in-Fac	ct)			
	(MS Agent)				
	Mississ	ippi Insuran	ce 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 25, 2023

Project No: NH-0026-01(082)/ 108176301000

County: Lauderdale

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:		
Firm Name:	DBE Firm	Non-DBE Firm
Contact Name/Title: Firm Mailing Address: Phone Number:		
	DBE Firm	Non-DBE Firm
Firm Name: Contact Name/Title: Firm Mailing Address:		
Phone Number:	DBE Firm	Non-DBE Firm
Firm Name: Contact Name/Title: Firm Mailing Address:		
Phone Number:	DBE Firm	Non-DBE Firm
Firm Name: Contact Name/Title: Firm Mailing Address:		
Phone Number:	DDE E.	M DDE E.
	DBE Firm	Non-DBE Firm
	SU	BMITTED BY (Signature)
		FIRM NAME

														172 ORKING	11 5 DAYS PER YEAR
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	NOV													NOV	11
000	OCTOBER													OCTOBER	16
	SEPTEMBER	! #												SEPTEMBER	20
08176-3010	AUGUST													AUGUST	21
PROJECT NUMBER NH-0026-01(082) / 108176-301000 COUNTY Lauderdale	JULY													JULY	21
NH-0026- Lauderda															2
UMBER	SUNE													JUNE	20
SOJECT N	MAY													MAY	19
1	R APRIL	-												R APRIL	15
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YEAR	JAN FEB													JAN FEB	6 7
	LINE NUMBERS		10-100, 200-250,340-3/0, 480-610	110-190,260	270-330, 380-470					4/25/2023	5/9/2023	6/8/2023	104		ANTICIPATED WORKING DAYS PER MONTH
FORM CSD-612 Rev. 1 / 2015	>). DESCRIPTION	Miscellaneous	Milling and Pavement						TET	NOA:	NTP/BCT:	W.D.:		ANTICIPATED
	Ш	ġ.	~	7	က										

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.