Keyed

02 -



SM No. CNH0011020931

# PROPOSAL AND CONTRACT DOCUMENTS

### FOR THE CONSTRUCTION OF

02

Seal & Overlay approximately 3 miles of US 82 from the end of the concrete section to west of Greensboro Road, known as Project No. NH-0011-02(093) / 108264301 in Montgomery County.

Project Completion: 102 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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#### PROJECT: NH-0011-02(093)/108264301 - Montgomery

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Section 902 - Contract Form
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Progress Schedule

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

06/28/2024 07:31 AM

#### **SECTION 901 - ADVERTISEMENT**

Electronic bids will be received by the Mississippi Transportation Commission at <u>10:00 o'clock A.M.</u>, <u>Tuesday</u>, <u>July 23</u>, <u>2024</u>, from the Bid Express Service and shorty thereafter publicly read on the Sixth Floor For:

Seal & Overlay approximately 3 miles of US 82 from the end of the concrete section to west of Greensboro Road, known as Project No. NH-0011-02(093) / 108264301 in Montgomery 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 <a href="http://shop.mdot.ms.gov">http://shop.mdot.ms.gov</a> at no cost. Upon approval, Contractors shall be eligible to submit a bid using Bid Express at <a href="http://bidx.com">http://bidx.com</a>. Specimen proposals may be viewed and downloaded online at no cost at <a href="http://mdot.ms.gov">http://mdot.ms.gov</a> or purchased online at <a href="http://shop.mdot.ms.gov">http://shop.mdot.ms.gov</a> 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 <a href="mailto:shopmdot/default.aspx?StoreIndex=1.">shopmdot/default.aspx?StoreIndex=1.</a>

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-0011-02(093) 108264/301000 Montgomery County

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

None.

# Inter-Departmental Memorandum

TO: ROW DIVISION
Don Drake

DATE:

April 5, 2024

FROM: Tony Sheffield

SUBJECT OR PROJECT NO:

NH-0011-02(093)

108264/301000

District 2 Construction Engineer

COUNTY:

Montgomery

INFORMATION COPY TO:

Vance (73-01)

Shows (84-01)

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

# ASBESTOS ABATEMENT STATUS REPORT

NH-0011-02(093), 108264-301000

**Montgomery County** 

April 8, 2024

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.

# POTENTIALLY CONTAMINATED SITES STATUS REPORT

NH-0011-02(093), 108264-301000

**Montgomery County** 

April 8, 2024

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 STATUS REPORT

Improvements to be included in Notice to Bidders to be removed by the Construction Contractor

FMS Construction Project No: 108264-301000 FMS ROW Project No:

External ROW No: NH-0011-02(093)

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. 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. 447 CODE: (SP)

**DATE:** 10/18/2017

**SUBJECT:** Traffic on Milled Surface in Rural Areas

Bidders are hereby advised that when the main lanes of a roadway are fine milled, traffic will be allowed to run on a milled surfaces for up to seven (7) calendar days. The Contractor will be assessed a penalty of \$5,000 per calendar day afterwards until the milled surfaces are covered with the next lift of asphalt. It shall be the Contractor's responsibility to ensure that the milling operations do not commence until such time as forecasted weather conditions are suitable enough to allow the placement of the asphalt pavement after the milling operations.

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

**DATE:** 11/28/2017

#### **SUBJECT:** Errata and Modifications to the 2017 Standard Specifications

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

725	702.08.3	In the second sentence of the first paragraph, change "hot-mix" to "asphalt."
954	804.02.13.1.6	In the definition for "M" in the % Reduction formulas, change "paragraph 7.3" to "paragraph 5.3."

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

**DATE:** 11/13/2018

**SUBJECT:** Early Notice to Proceed

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

**SECTION 904 - NOTICE TO BIDDERS NO. 1226** 

CODE: (IS)

**DATE:** 11/16/2018

**SUBJECT:** Material Storage Under Bridges

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

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

**DATE:** 11/27/2018

**SUBJECT:** Fuel and Material Adjustments

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

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

**DATE:** 9/23/2019

**SUBJECT:** Guardrail Pads

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

CODE: (IS)

SECTION 904 - NOTICE TO BIDDERS NO. 2206

**DATE:** 01/14/2020

**SUBJECT: MASH Compliant Devices** 

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

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

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

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

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

CODE: (SP)

SECTION 904 - NOTICE TO BIDDERS NO. 2273

**DATE:** 02/12/2020

**SUBJECT:** Mississippi Special Fuel Tax Law

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



### **Gasoline and Dyed Diesel Used for Non-Highway Purposes**

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

#### **Gasoline Used for Non-Highway Purposes**

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

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

#### **Refund Gasoline User**

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

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

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

#### **Refund Gasoline Dealer**

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

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

#### **Dyed Diesel Used for Non-Highway Purposes**

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

#### **Dyed Diesel Used on the Highway**

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

#### **Identifying Dyed Diesel**

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



Page 1 of 1



### **Special Fuel Used on Government Contracts**

#### State and Local Government Contracts

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

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

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

#### **Special Fuel Direct Pay Permit**

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

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

#### **Special Fuel Distributors**

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

#### **Environmental Protection Fee**

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

#### **Penalties**

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

SECTION 904 - NOTICE TO BIDDERS NO. 2782 CODE: (SP)

**DATE:** 8/13/2020

**SUBJECT: DBE Pre-Bid Meeting** 

Due to the COVID-19 pandemic and the Department not allowing visitors in the Administration Building at this time, the DBE Pre-Bid Meeting referenced on Page 5 of Notice to Bidders No. 2611 will be held by <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.

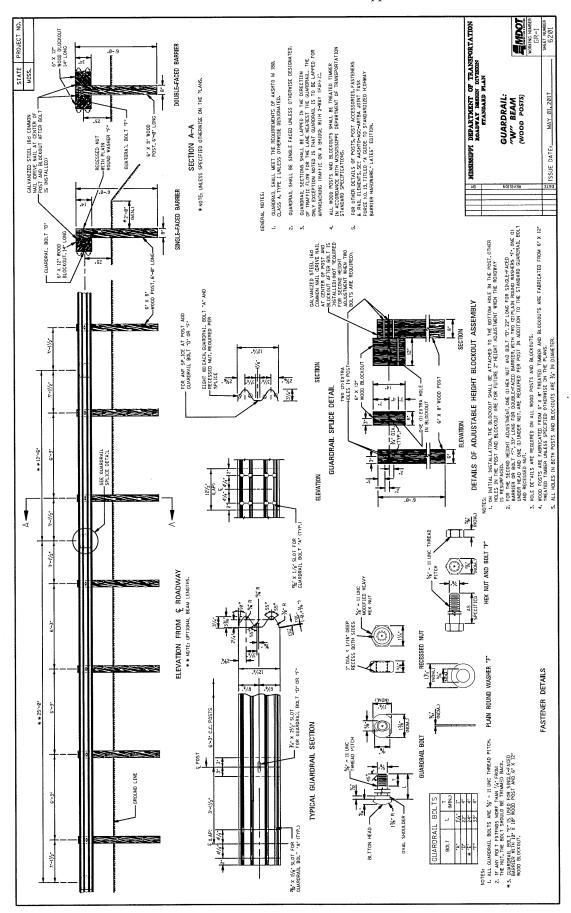
1-888-227-7517

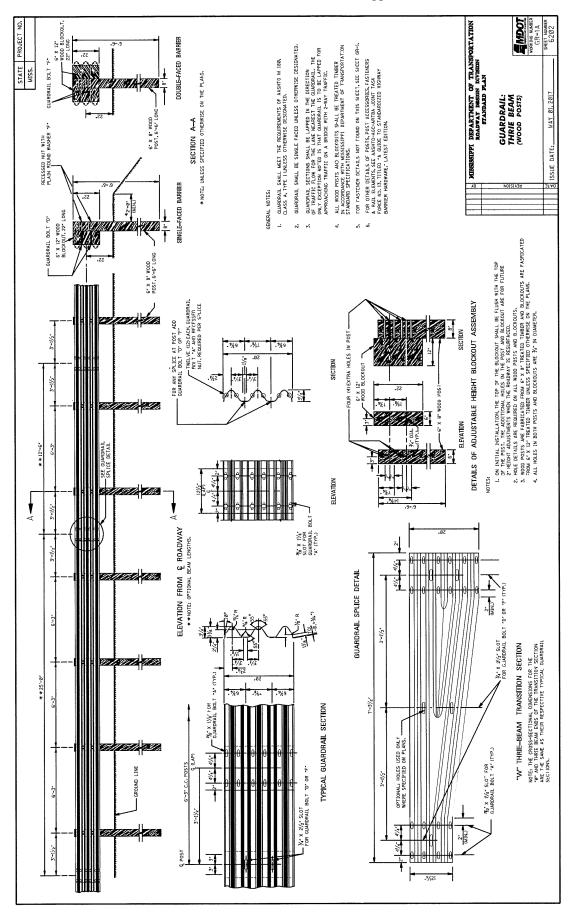
Conference Code: 404496

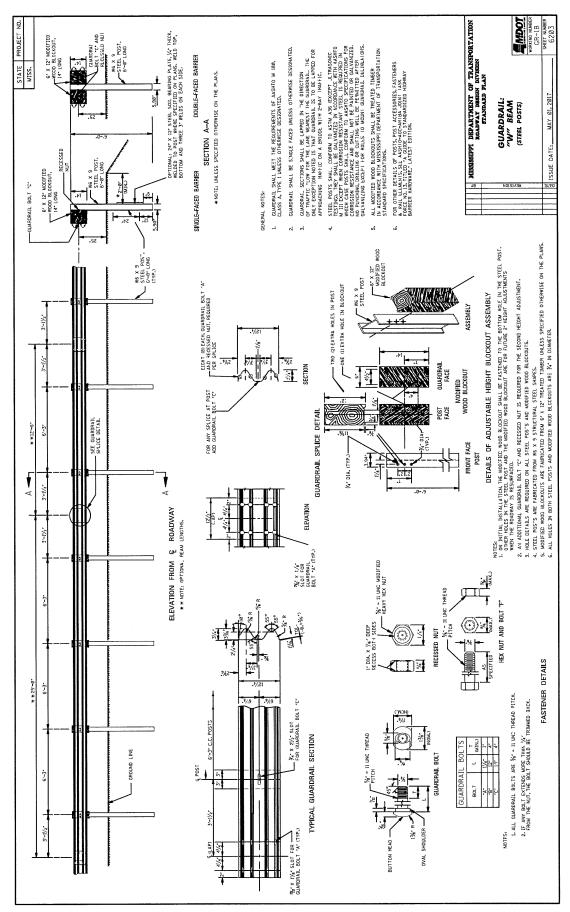
#### SUPPLEMENT TO NOTICE TO BIDDERS NO. 3599

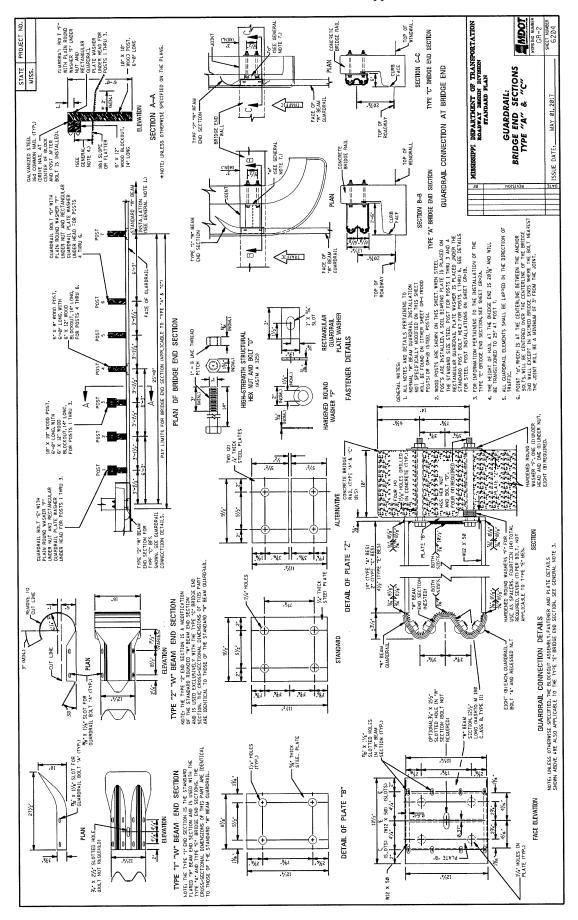
**DATE:** 08/11/2021

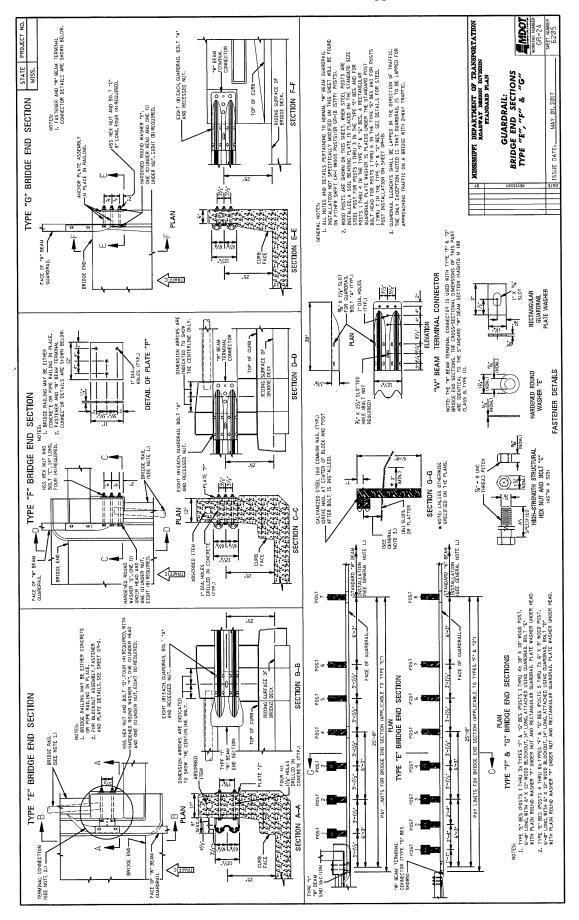
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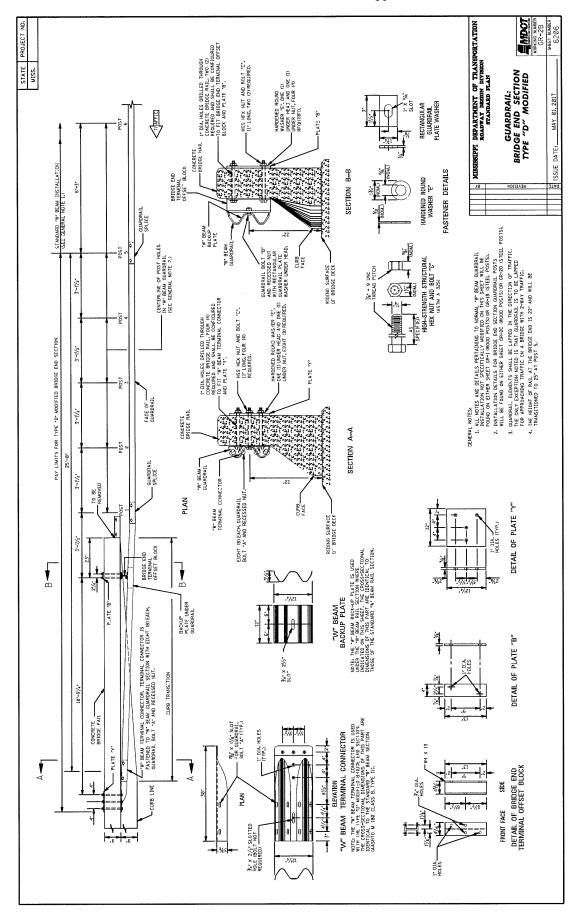


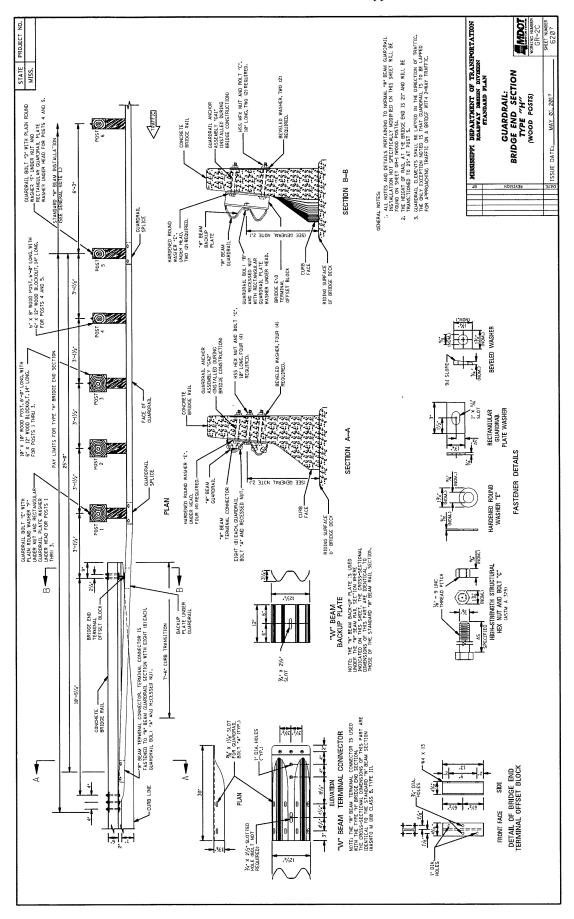


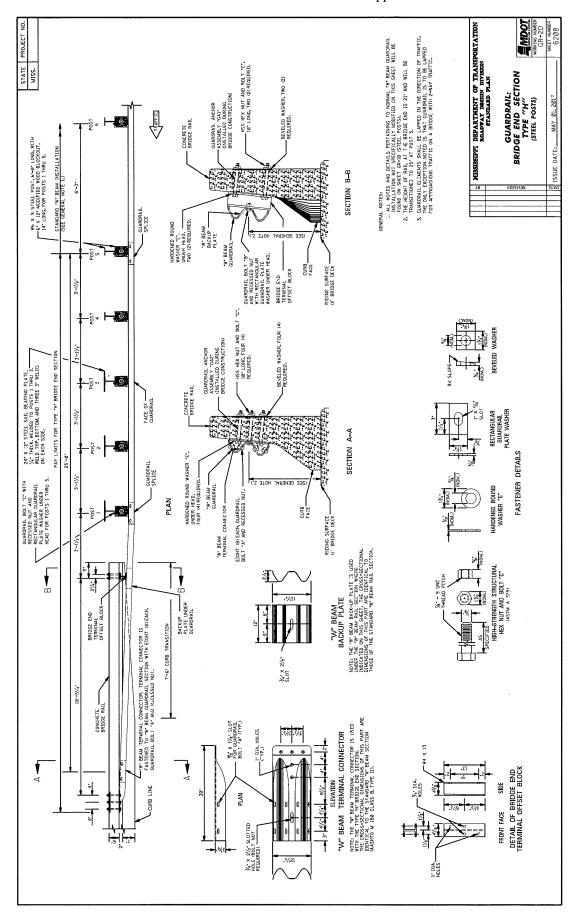


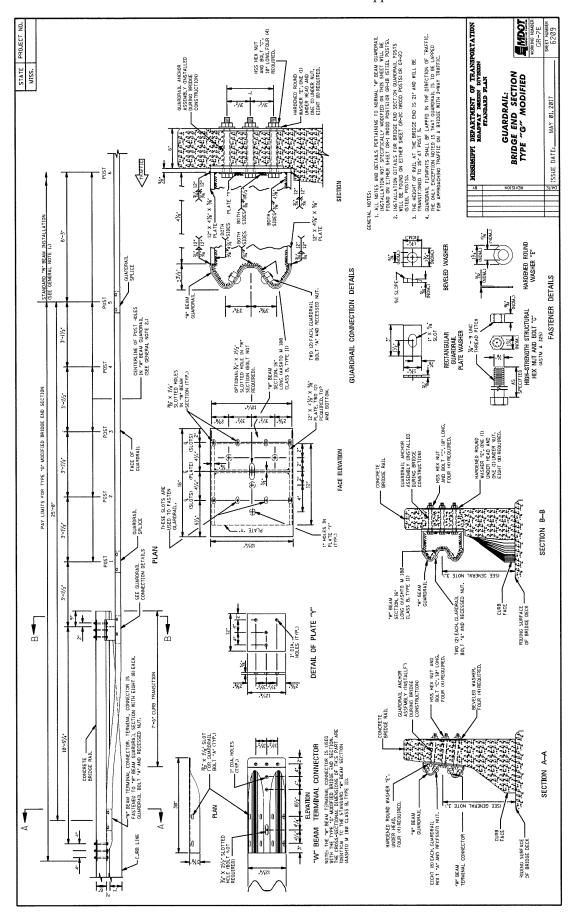


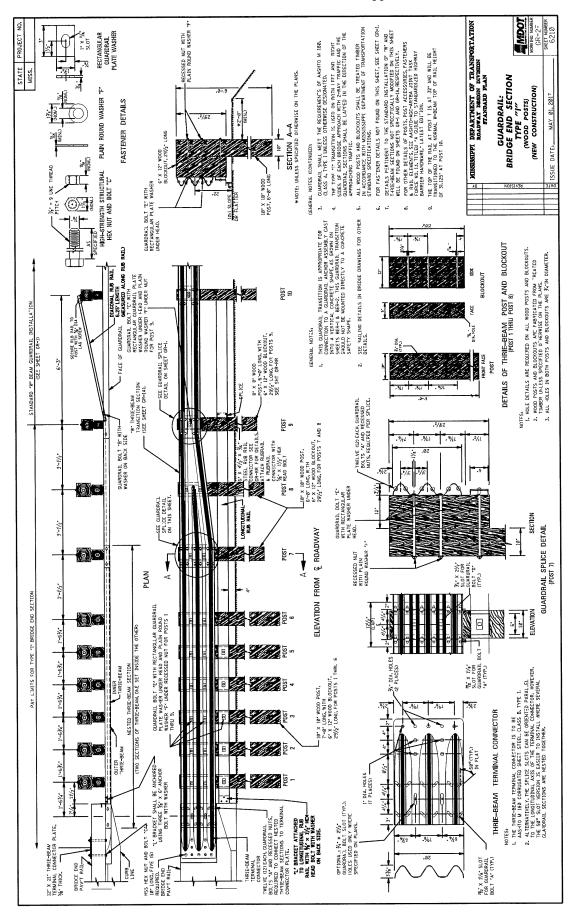


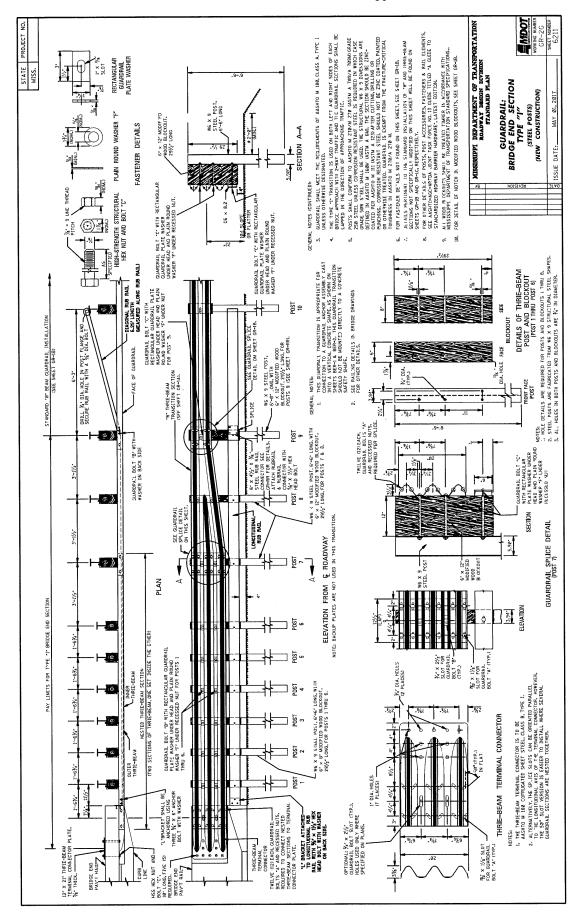


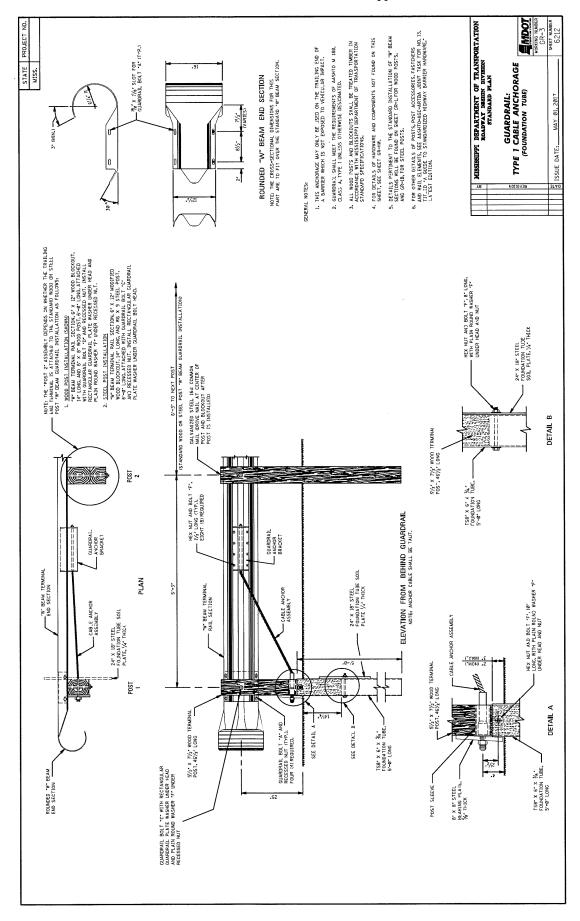


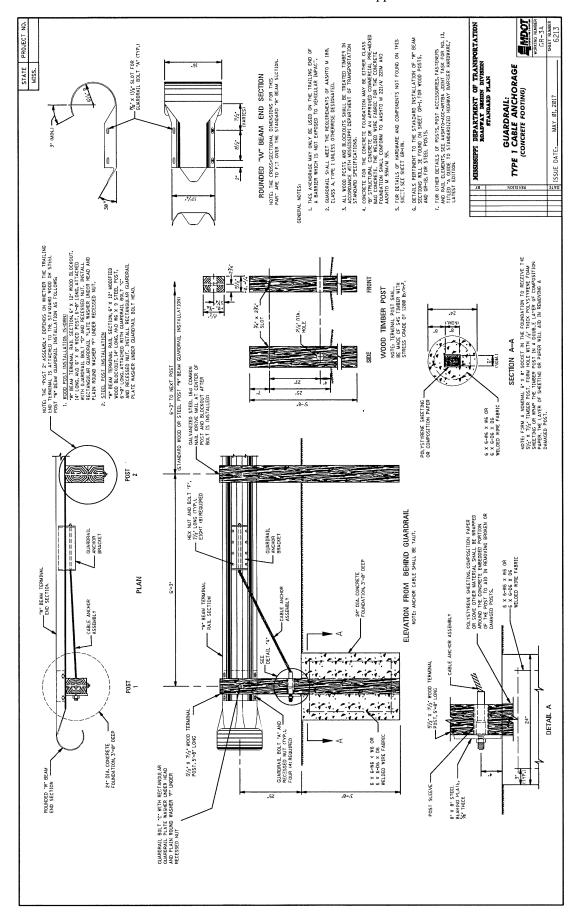


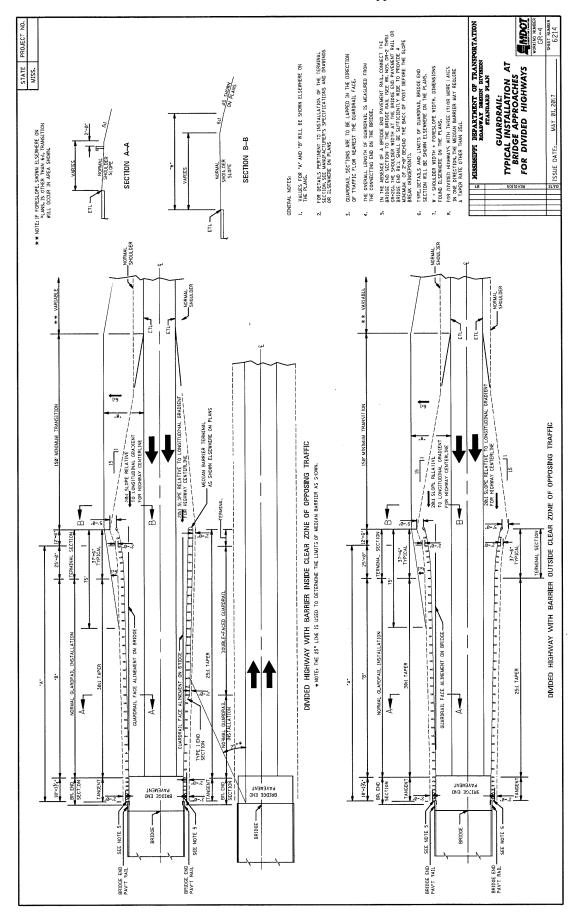


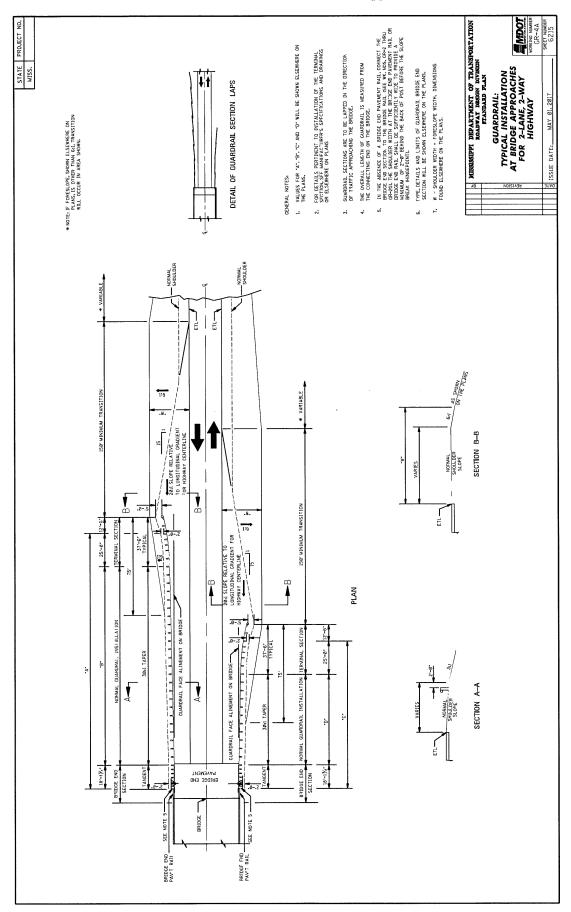


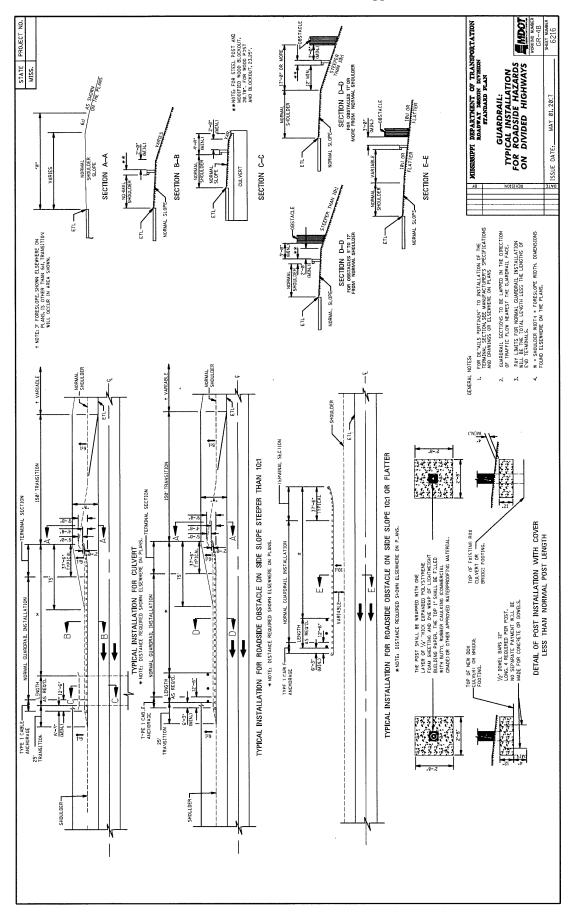


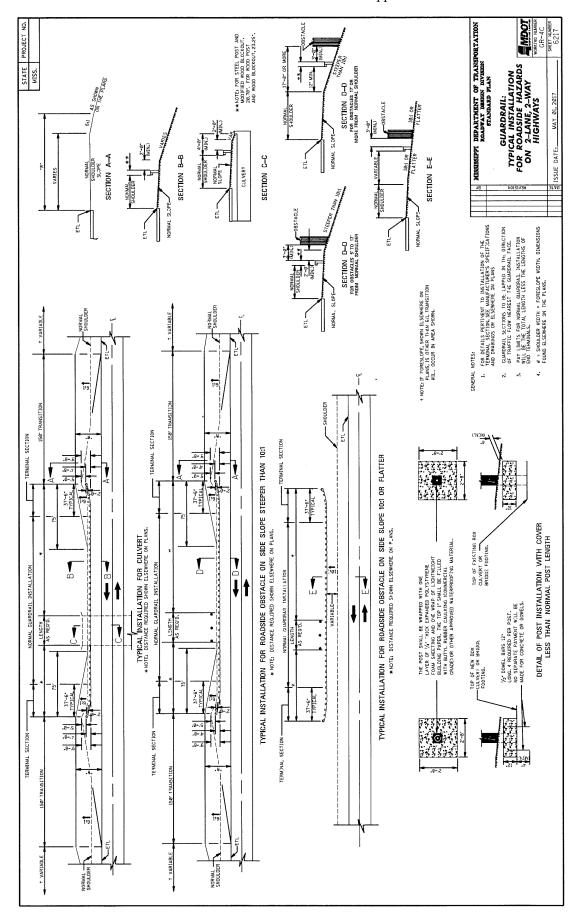


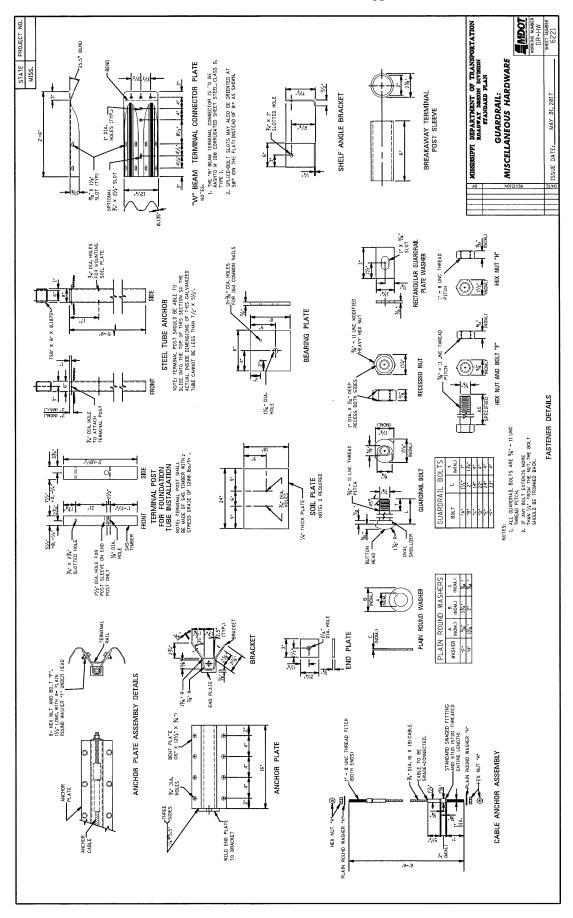


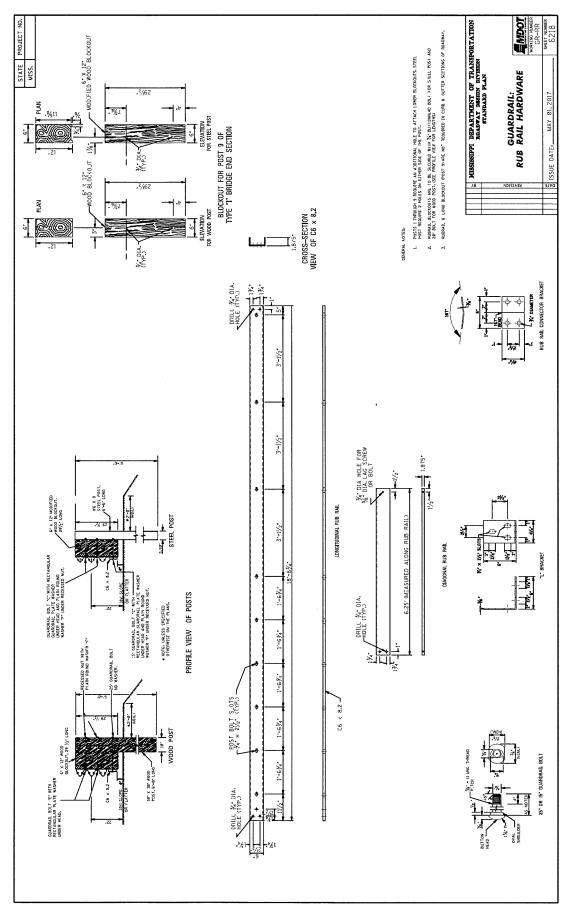


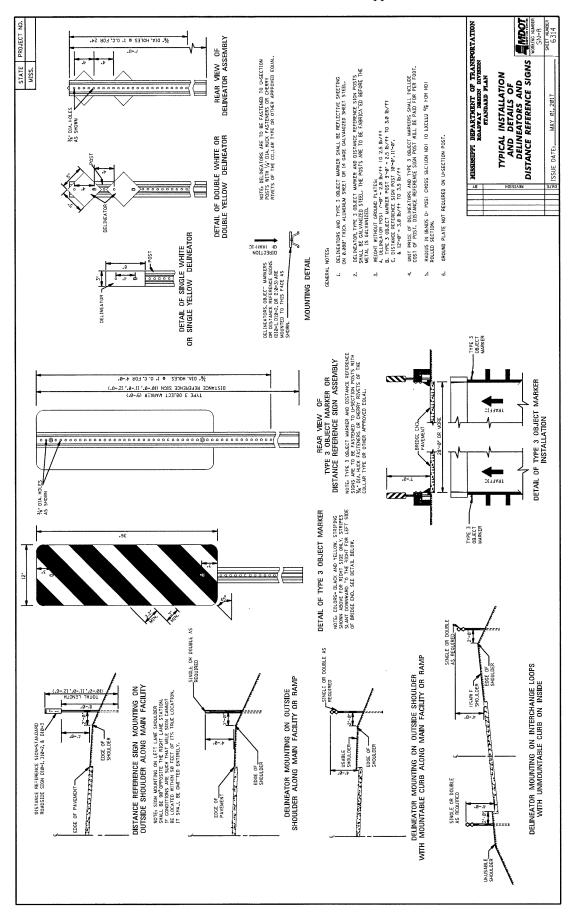


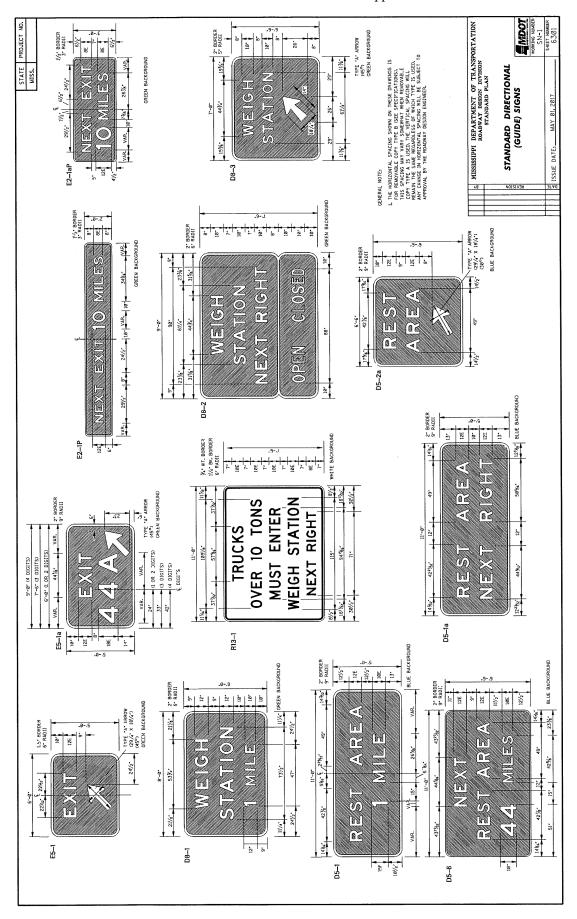


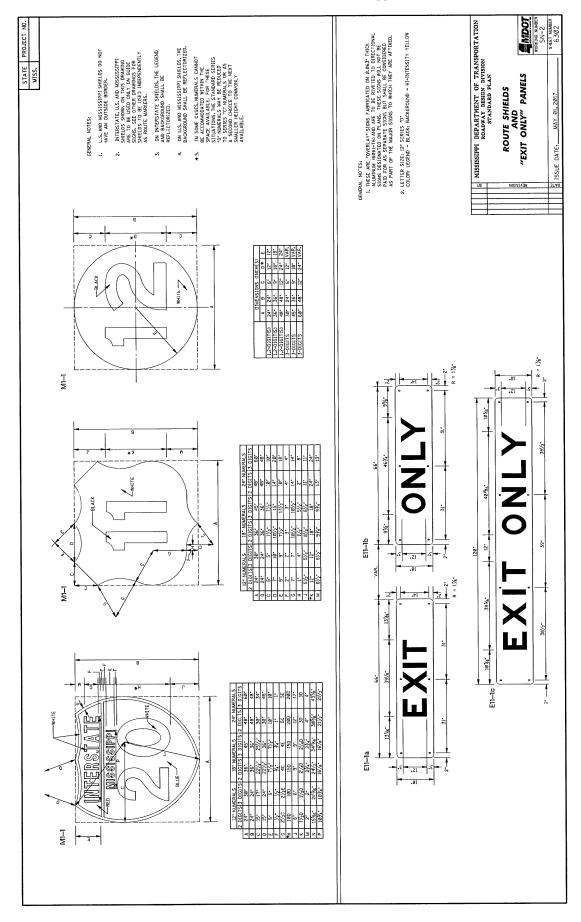








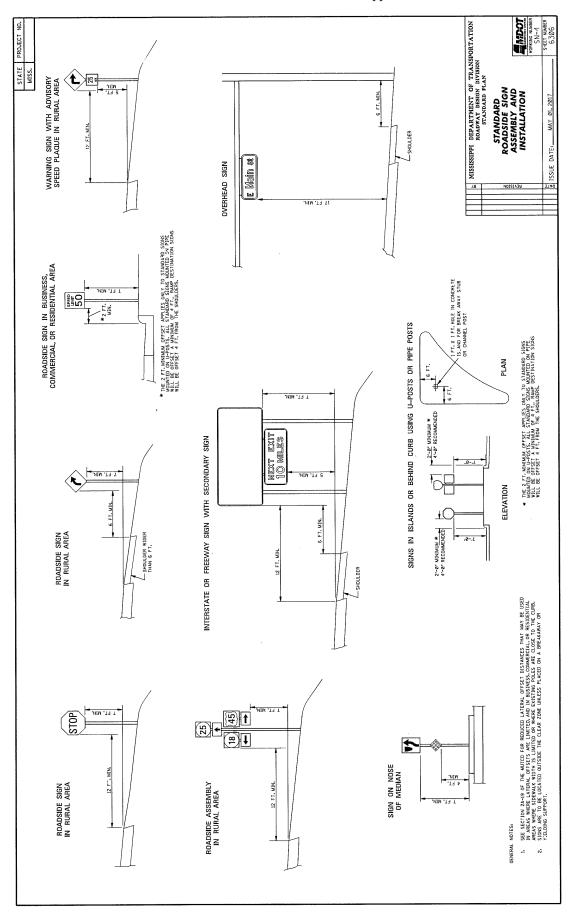


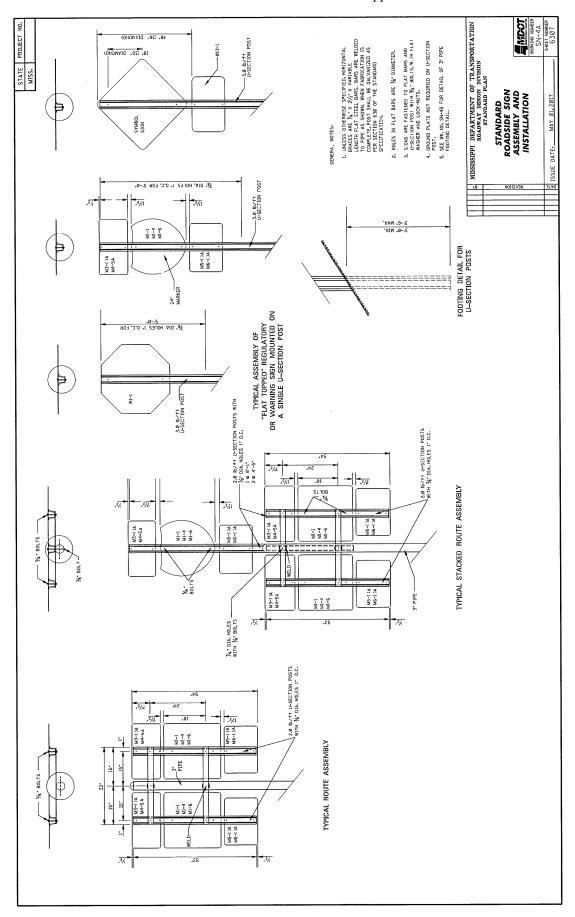


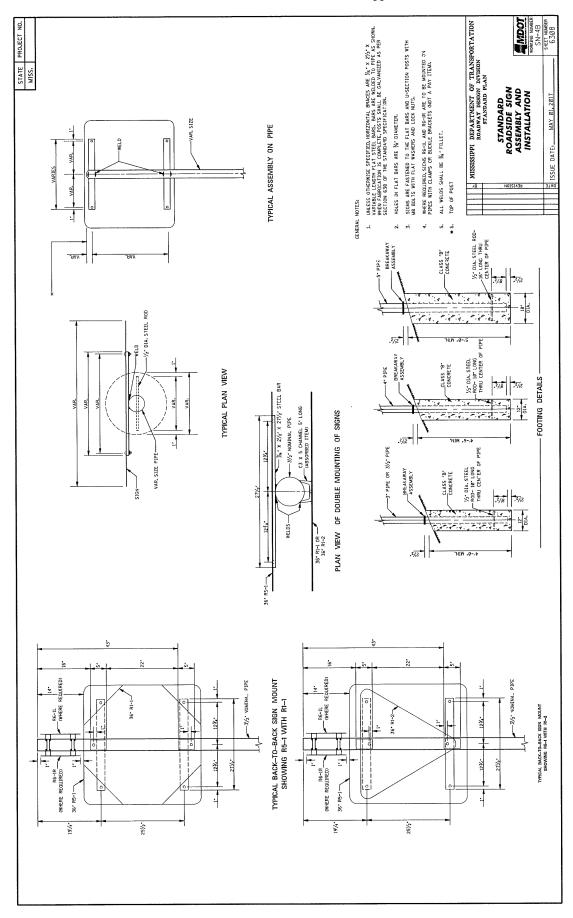
STATE PROJECT NO.	M]=6	0.080*	R = 1/2*	12" SERIES "O" (SEE NOTE BELOW)	BLACK GUTSIDE RORDER 24" X 24" (I OR 2 DIGITS)	24* (3 DIGITS) BLACK	BACKGROUND	-	$\vdash$	Ϋ́F	ñ	M6-3 M6-34	0.080*	# : 1/2: # B.LCK	3/2 WHITE 1/2 WHITE	* -	4	B'GROUND ALL		VERT, CENTER	://2113//2	RANSPORTATION TISION	WORKING NUMBER SN-3	SHEET NUMBER 6303
IS N	2	0.		12" SERIES -0" C		-	BAC		NCHING) (VERT, PUNCHING)		-	M6-2R M6-2RA	9.080*	R = 1/2;		<u> </u>	BLUE	BrGROUND ALL	. 2	VERT, CENTER	1/21:13/2	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDAKD PLAN	STANDARD ROADSIDE SIGNS	MAY 01, 2017
A-117	MI-4	0.080		(SEE NOTES 1.8. 2 BELOW)	8LACK OUTSIDE BORDER 24" X 24" (I OR 2 DIGITS)	30" x 24" (3 DIGITS) BLACK	BACKGROUND	1	2 2 (VER1. PUNCHING) (HORIZ, PU	TER VEF		M6-2L M6-2LA	0.080*	% BLACK	W %	×	BLUE	B'GROUND ALL	. 2	VERT, CENTER	1//21:13//2	MISSISSIPPI	NOISIA38	ISSUE DATE:
7	1_1/	0.100		1350	2 DIGITS)	ier cz picirso	LUE			S- FROM VERT, CENTER VE	67;307	M6-IR M6-IRA	0.080*	%. BLACK	# %	× 1	4	B'GROUND ALL	. ~	VERT, CENTER	1//21:3//2			
1-11	MI-1	0.080*		(SEE NOTES 1 & 2 BELOW)		30" X 24" (3 DIGITS) 45" X 3	10P-YED; BULLOM-BI	-	2	VERT. CENTER	ł	M6-1L M6-1LA	6.086*	₩. BLACK	.w.	31. × 12	4	B'GROUND ALL		VERT, CENTER	1//2": 13//2"	H WEST M3-4 M3-184A SA M3-184A		
1.00	DIR-5	6.100*	A H 10/2 Sec. Sec. Sec. Sec. Sec. Sec. Sec. Sec.	SERIES '8" (SEE NOTE	T	WHITE, RED, BLUE	ALL	-	2	ENTER	51,54	M5-2R M5-2RA	0.080	%- BLACK		21' X 15'	+	B'GROUND ALL	-   "	VERT, CENTER	1/2113/2	NORTH EAST SOUTH WEST AS		
7.010	D16-4	0.100	MILE 3.0% (5.5.8.8.18.8.9.7 (5.5.8.8.18.8.9.7 (5.5.8.8.18.8.9.7 (5.5.8.8.18.8.9.7 (5.5.8.8.18.8.9.7 (5.5.8.8.18.8.9.7 (5.5.8.8.8.18.8.9.7 (5.5.8.8.8.8.8.9.7 (5.5.8.8.8.8.8.9.7 (5.5.8.8.8.8.8.9.7 (5.5.8.8.8.8.8.9.7 (5.5.8.8.8.8.8.9.7 (5.5.8.8.8.8.8.9.7 (5.5.8.8.8.8.8.9.7 (5.5.8.8.8.8.8.9.7 (5.5.8.8.8.8.8.9.7 (5.5.8.8.8.8.8.8.9.8 (5.5.8.8.8.8.8.9.8 (5.5.8.8.8.8.8.9.8 (5.5.8.8.8.8.8.8 (5.5.8.8.8.8.8.8 (5.5.8.8.8.8.8 (5.5.8.8.8.8 (5.5.8.8.8.8 (5.5.8.8.8 (5.5.8.8.8 (5.5.8.8.8 (5.5	SERIES 'B' 8' SE		NHITE, RED, BLUE WHIT	+-	-	2	9" (VER", CENTER) 9" (V		M5-2L M5-2LA	0.080	%. BLACK	%	21. × 15.	WHITE BLUE	B'CROUND ALL	- ^	VERT, CENTER	1/2*: 13/2*	*		
C	018-30	6.122*	444 M	4. SERIES -B. B	1/2" WHITE	NHITE V		1	2	6" (VERT, CENTER)	67; 54"	M5-1R M5-1RA	0.080*	<b>Т</b> .%. в им. 8		12. × 15.	WHITE BLUE	B'CROUND ALL	-   -	VERT, CENTER	1/2:13/2	4. WHE! IN SOME CASES NAMERALS CANNOT BE ACCOMMODATED WITHIN THE SPACE WALLAGE, FOR THESE STITUTIONS, THE STANDARD SERIES "O" NAMERAL SHALL BE REDUCED TO SERIES "O".		
	DI@-2a	0.100		4" SERIES "B" 10" SERIES "D"	1/2" WHITE	WHITE	GREEN	-	2	ER) 6" (VERT, CENTER)	6*: 42*	M5-1L M5-1LA	. 6.086	R = 11/5.	%- WHITE 1/2- AHITE	21. × 12.	WILTE BLUE	B'GROUND ALL	-   ^	VERT, CENTER	1//5*113//5*	S CANNOT BE ACCOMMOD		
	DI@-10	0.080*	.2/1	or 10° SERIES "D"		12 x 36		-	2	NTER) 6" (VERT, CENTER)	3:133*	M4-5 M4-5A	6.080	E : 1//2.	WHITE 1/2 WHITE	4. × 12	-	B'CROUND ALL		12- CVERT, CENTER)	1/2*18/2*	I SOME CASES NUMERAL: LE. FOR THESE SITUATION TO SERIES "C".		
	DIØ-2 DIØ-3	0.080* 0.100*	1/2.	ES 'D' 10' SERIES 'B'	-	12' x 36' 12' x 48' WHITE		-	2	6* (VERT, CENTER) 6* (VERT, CENTER)	31,337 61,427	M3-1034 *	0.080	SOUTCH R = 1/2: SERIES -C"				ALL B.		VERT, CENTER	1/2:13/5.			
	1-210	9.080*	= 1//2	10" SERIES 10" 10" SERIES 10"		12' X 24' 12' WHITE W	+		2	6. WERT, CENTER) 6. WER	_	M3-3* M3-34*	0.080*	5.8	4. WHITE 1/2" WHITE	<u>:</u>	WHITE BLUE	B'GROUND ALL	- 0	. CV. PUNCH) 12"	1/2°110/2° (V.) 1/2°112/2° (G. th.)	MERAL NOTES.  1. THE DIMENSIONS FOR THE INTERSTATE AND U.S. SHELDS SHALL COMFORM THE MASS FORM IN THE MASS FORM IN THE MASS FORM IN THE MASS FORM OF UNDIFFICE CONTROL DEVICES, LATEST EDITION.	ROTE UNRESS AND PAIGES SANNIN UNITS SELENE DE DEDERBORLTY ON DESPENDENCY ON DESPENDENCY ON SHEEDS TO BE LEED ON INTERSTATE DIRECTIONAL IGUIDES SIDNS.  THE CANTITUTES LISTED ON THE SANNIN OF QUARTITES SELET POR THE SANNIN SERVEY SANNIN AND SERVEY OF THE LASTIN SELECT POR THE AND SHEED SELECT SON THE PARKEY.	-
	-09-2	0.080*	R = 11/2	20° SERIES 30° SERIES 4° S "E MOD." "E MOD." 10"		24" X 24" 36" X 36" WHITE	+	+	2 2	CENTER) CENTER) 6"	3:21 6:30	M2-1 M2-1A	0.080		1/2- WHITE	. x 15.	BLACK WHITE BLUE	B'GROUND ALL B		ENTER		THE INTERSTATE AND U.S. THE MANIAL ON UNIFORM TEST EDITION,	SHIELDS SHOWN ON THIS STIDNAL GUIDDS SIGNS, SE JSED ON INTERSTATE DIRECTORY OF THE SUMMARY OF THE SHEET WILL BE USED AS A SHEET WILL BE USED AS A SHEET WILL BE USED AS A SEET MONTHER DE SHOW THAT	and model to those the
	SIGN NUMBER	ALUMINUM (6261-T6) SIGN BLANK THICKNESS			H H	T	REFLECTORIZATION	NUMBER OF POSTS	NUMBER OF HOLES TO BE PUNCHED (34" DIA.)	FROM		SIGN NUMBER	ALUMINUM (6061-T6) SIGN BLANK THJCKNESS	ų.	-+	1	COLORS BACKGROUND	+	FOR MOUNTING NUMBER OF HOLES TO BE	PUNCHING DISTANCE FROM	EACH VERTICAL EDGE PUNCHING DISTANCE FROM TOP EDGE	GENERAL NOTES:  1. THE DIMENSIONS FOR WITH THOSE SHOWN IN CONTROL BEVICES, LAT	2. ROUTE WARKERS AND 9 OF INTERSTATE DIREC FOR SHIELDS TO BE U 3. THE QUANTITIES LISTI SIGNS SHOWN ON THIS EVERT WHERE STEAM.	EXCEL HIERE STORS

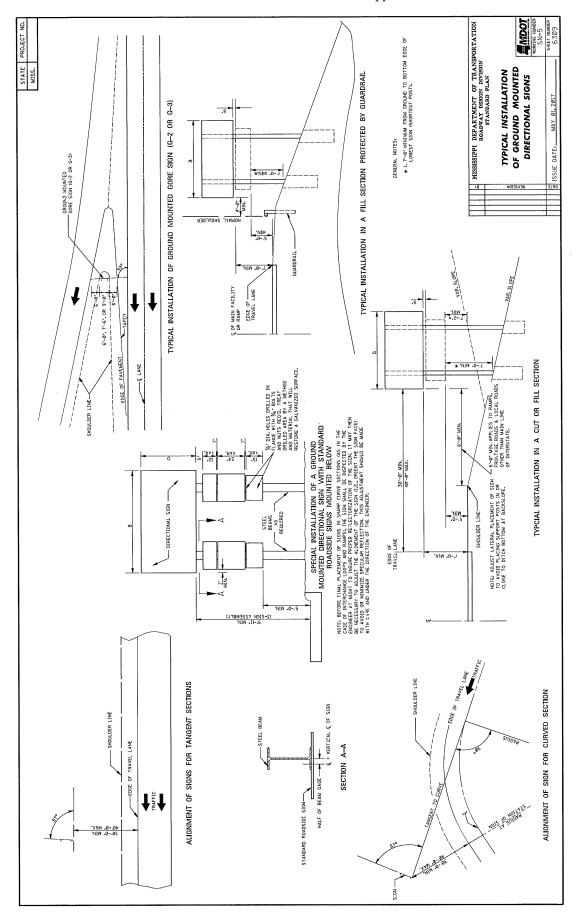
PROJECT NO.	5	0.125	SLOWER TRAFFIC KEEP RIGHT	R=3*	I/A BLACK N. WHITE	48° X 60°	WIITC	BACKGROUND		٤ م	4'; 30"; 56"		8 125*	200			R=3* ES 'C'	Y WHITE	48' X 60'	WHITE	BACKGROUND		.6	4"; 38"; 56"	FORTATION  FORTING HUBER  KORLING HUBER	SHEET NUMBER 6304
STATE MISS.	R4-3	9,1997	SLO TR S IS	R=21/4* 6* SERIES *0*	% BLACK % WHITE	36° × 48°	WHITTE	BACKGROUND	_	₹ ;	9*; 39*	HI-II	l		KEEP	MEDIAN	10" 58		48					\$	F OF TRANSION DIVISION DIVISION DIVISION OF PLAN GNS	
	R3-5	9.880.	ONIX ON IX	R=1%.	% BLACK % WHITE	30" X 36"	BLACK WHITE	BACKGROUND		2	15" (VER), CENIERO 6"; 30"		9 125*	7			8 SERIES 'C'	% WHITE	36* × 48*	WHITE	BACKGROUND	. 9	'n	92: 39*	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESGN DIVISION ETANDARD PLAN ROADSIDE SIGNS FORTING THE PLAN ROADSIDE SIGNS	: MAY 01, 2017
		ø.180°			% BLACK % WHITE	36* X 36*	BLACK & RED WHITE			1	CENTER) 15-		201001	2,100	ENCY		R=2/4'	% WHITE	48" × 36"	WHITE	BACKGROUND	4		3*; 33*	MISSISSISSISSISSISSISSISSISSISSISSISSISS	A ISSUE DATE:
	R3-4	288.0			% PI ACK % NHITE %			CIRCLE, & DIAG. CIRCL	-	+	37, 21"	R8-4		0.030	EMERGENCY PARKING	ONLY		% BLACK % WHITE	30" × 24"	WHITE	BACKGROUND		15" (VERT, CENTER)	3'; 21"	100	
		6,100*		R=2//:	% BLACK % WHITE	36" × 36"	BLACK & RED B	BACKURUUNU.	-	2 18* (VEBT	CENTER)	16-2R		30-	<b>U</b> ≥	ш≻Д							+			
	R3-2	0.080*		R=1//2*	% - PLACK % - WHITE	24" X 24"	BLACK & RED WHITE	CIRCLE, & JIAG. C		2 12* (VEDT	GENTER)	R6-2L, R6-2R		0.830	ONE	<u> </u>	6. SERIES .D.	% BLACK	24" × 30"	WHITE	BACKGROUND		12* (VERT.	3°; 27°		
	7	\$.198*		H-2/4.	%- BLACK %- WHITE			CIRCLE, & DIAG.	-	2 18* (VERT	CENTER) 6-; 30"	R6-1L, R6-1R		6.086	ONE WAY	R=1//2*		1/2" WHITE	36" × 12"	BLACK (WHITE ARROW) BLACK	ARROW & BORDER		18" (VERT, CENTER)	1/2*110//2"		
	R3-1	2,888*		R=1/2*	% BI ACK % WHITE	24" X 24"	BLACK & RED WHITE	CIRCLE, & DIAG.	-	2	37: 27						4* SERIES *D*			BLAC	AR		181			
	R2-40	0.125*	SPEED LIMIT 70 MINIMUM 40	8' SERIES 'E' F-3' 16' SERIES 'E' 19' SERIES 'C'	74' BLACK 74' WHITE	48" × 96"	8LACK WHITE	BACKGROUND	-	10	9" 4": 28": 52": 68": 92"	PK-18	21.0	6.198*	MERONG	WAY Re2//	8" SERIES "D"	I* WHITE	42" X 38"	WHJTE RED	AUL	-		37:27*		
		0.125*	Re3: 8' SERIES T. 8' GERIES T.	ALES TE		48. X 60"	BLACK	Brgaound	-	9	9*	1-90		0.125*	BXO NIGHT	HER.	R=3* 6* SERIES *0*	WHITE OUT- SIDE BORDER	48° × 48°	RED	ALL	-		47; 44*		
	R2-1	0.100*		ښښښ	_	36" X 48"	BLACK WHITE	B'GROUND	-	4	3.	1	- 1	6.160*	(0)	FINITER		WHITE OUT-	36° X 36°	RED	ALL	_   .	18" (VERT.	CENTER) 6°; 30°		
		2.889*		R=1/2' 4' SERIES 'E' 4' SERIES 'E' 10' SERIES 'E'	% PILACK	. 24° X 30°	BLACK	B'GROUND	-	2	CENTER) 3°; 27°		-3	0.080*		<b>₩</b> AY		% BLACK % WHITE	. 24-	BLACK WHITE	BACKGROUND		Course	3°; 21°		
		6.125*			-	TRIANGLE	-	$\vdash$	-	+	CENTER)		r	.0	DIVIDED			**	30" X 24"	9. 1	BACK		CONTROL TOTAL VAL	13 WEAL.		
	R1-2	3. 6.188*	WIELD		-	JIL. 48" EQUIL.	-	WHITE ALL	-	4	3*; 15*	+	7	0.125*			R=3*	1/4" BI ACK X4" WHITE	48" X 50"	BLACK WHITE	BACKGROUND	-	ہ ا	4*; 30*; 56*	NTITIES SHEET FI HE BASIS FOR FIN HOWN, R2-40 WILL BE SI	
		0.125* 0.082*		<u></u>	_	48" OCTAGON 36" EQUIL.	WHITE RED RED WHIT				9. 18" (VEM I.	┨.		8	<b>5</b>	R=21/4*	% BLACK	36" X 48"	BLACK WHITE	BACKSROUND	+	4 %	9: 39.	SUMMARY OF OU/ LL BE USED AS T IED FROM THAT IS SIGNS R2-1 AND		
	RI-1	6,100* 0.1		27. SERIES.C. 16. SERIES.C.		74. WHITE 1/4. WHITE 36. OCTAGON 48. OCTAGON		ALL AI			CENTER)	<u></u>	l	0.080			R=1//2*	% BLACK % WHITE	24" X 30"	BLACK WHITE	BACKGROUND	-	S S S S S S S S S S S S S S S S S S S	3°127*	REAL NOTES.  1. THE QUANTITIES LISTED ON THE SUMMARY OF QUANTITIES SHEET FOR THE SIGNS ARON ON THIS SHEET WILL BE LESS AS THE BASSIS FOR FINAL PAYMENT, EXCEPT WHERE SIGNS ARE MODIFIED FROM THAI SHOWN ON "SHOWN ON SIGNS RE-1 AND RZ-4-0 WILL BE SHOWN ON "HOLVINGHAL PLAN SHEETS."	
	SIGN NUMBER	061-16)	O FECERAL DESCRIPTION OF THE PERSON OF THE P	LETTER &	INSIDE OUTSIDE	-	COLORS COPY BACKGROUND	REFLECTORIZATION	NUMBER OF POSTS FOR MOUNTING	-	PUNCHING DISTANCE FROM 18 EACH VERTICAL EDGE C PUNCHING DISTANCE	1	SIGN NUMBER	SIGN BLANK THICKNESS	E FESTAND		LETTER & NUMERAL SERIES	WIDTH OF BORDER DUTSIDE	SIZE (WIDTH X HEIGHT)	COLDRS COPY BACKGROUND		FOR MOUNTING	1 8	$\top$	FROM 10P EDGE  GENERAL NOTES:  1. THE DUMNITTIE STOKE SPOWN EXCEPT WHERE  2. THE SPEED LIN SHOWINGLE,	

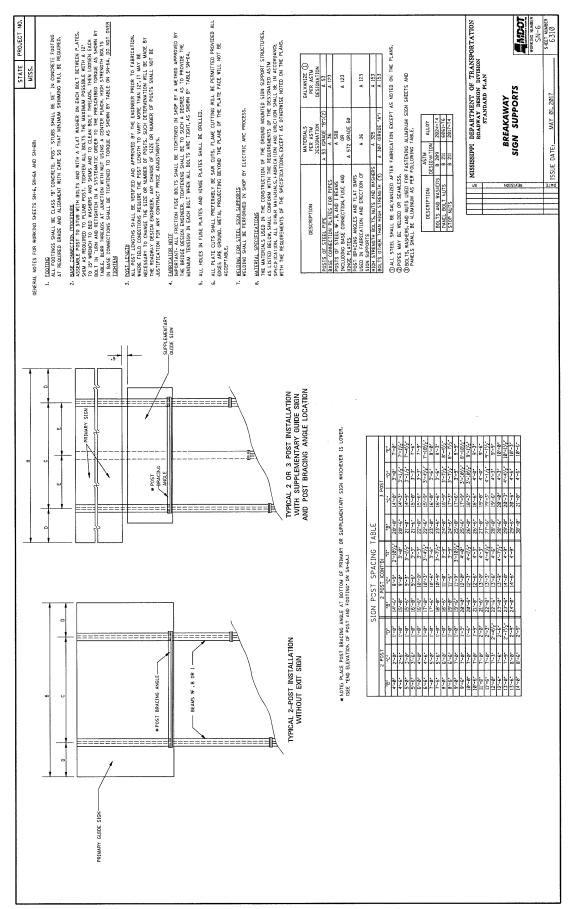
STATE PROJECT NO. MISS.		0.125* 0.125*	H=2/1/	76 BLACK 1/4 BLACK 56 YELLOW 24 YELLOW BLACK YELLOW YELLOW YELLOW	BACKGROUND BACKGROUND	+	VERT, 15" FROM	18" FROM 15" FROM HORIZ, CENTER HORIZ, CENTER											TRANSPORTATION DIVISION AN		WORKING NUMBER SN-3B S-HEET NUMBER	
	W3-3	0,125* 2	PRED COREEN	76 BLACK 177 BLACK 78 36 YELLOW 34 YELLOW 76 YELLOW 76 YELLOW 76 YELLOW YELLOW YELLOW YELLOW	BACKGROUND & 'LIGHTS'	1	15* FROM	18" FROM 15" FROM 18 HORIZ, CENTER HORIZ, CENTER HORIZ											MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	STANDARD ROADSIDE SIGNS	7102 10 AVE. 1147 01 2017	Ш
	W3-2a	6.125*	R-2 <sup>2</sup> / <sub>1</sub> / <sub>1</sub>	% BLACK 1/4 BLACK 5% YELLOW 74 YELLOW 55° X 36° 48° X 48° YELLOW YELLOW YELLOW YELLOW	BACKGROUND & SYMBOL		VERT, 15° FROM	15" FROM 15" FROM ER HORIZ, CENTER	W10-1	2.100*	(x)	8 SERIES 'E'	74 BLACK 1/2 YELLOW	36" UJAME JER BLACK VELLOW	BACKGROUND	-	2 5	15* FROM HORIZ, CENTER	AG .	NOISI		
	W3-1a	0.125*	Re2/4 Pe33	74. BLACK 174. BLACK 54. YELLOW 74. YELLOW 75. YELLOW 75. YELLOW YELLOW YELLOW YELLOW YELLOW	H		VERT, 15" FROM	IB" FROM 15" FROM HORIZ, CENTER HORIZ, CENTER	W13-3	625*	RAMP M P H P H P H P H P H P H P H P H P H P	8' SERIES 'E' 16' SERIES 'E' (SEE NOTE) 6' SERIES 'E' (SEE NOTE)		43" X 60" BLACK	BACKGROUND	-	و ع	41; 301; 561				
	W1-7	0.100*	## WITH	77. FILATK 17. YELLOW 48. x 24* 18. x 24* 18. x 24* 18. x 24* 18. x 24*	BACKG₹OUND	2	۷ 6	3:21	W13-2	0.125*		8' SERIES 'E' 16' SERIES 'E' 6' SERIES 'E' (SEE NOTE)		- 1	BACKGROUND	-	ه م	47; 307; 567				
	W1+6L W1-6R	6.100*	H=1%.	7. BLACK 7. YELLOW 48. X 24 48. X 24 14. X 24 14. X 24	BACKGROUND	2	च है	F	W13-1	0.080*	W H M		% BLACK	24" X 24" BLACK	BACKGROUND	-	2					
	#1-4L W1-4R	0.125*	R-27.	7. BLACK 1/7. BLACK 52. YELLOW 7. YELLOW 35. X 35. 48. X 48" BLACK BLACK	BACKGROUND BACKGROUND	-	2 4 VERT, 15- FROM	GENTER VERT. CENTER 18" FROM 15" FROM HORIZ, CENTER HORIZ, CENTER	W6-3	0.125*		<b>》</b> —	% BLACK 13/4" BLACK % YELLOW % YELLOW	36. x 36. 48. x 48. BLACK BLACK	9	1 1	VERT. 15' FROM	CENTER VERT, CENTER 18" FROM 15" FROM HORIZ, CENTER HORIZ, CENTER				
	W1~3L W1~3R	6.125-	1.20%   N.20%   N.20%	7. BLACK 11/. BLACK 36. x 51.0W YELLOW Y. YELLOW Y. YELLOW Y. YELLOW YELLOW YELLOW YELLOW	4D BACKGROUND	-	4 15* FROM	CENTER VEST. CENTER 18" FSOM 15" FROM HORIZ, CENTER HORIZ, CENTER HO	2	0.125*			H	36" x 36" 48" x 48" BLACK BLACK	9	1 1	4 15" FROM	CENTER VERT. CENTER 18" FROM 15" FROM HORIZ. CENTER HORIZ. CENTER H				
	W1-2L W1-2R	0.125*		% BLACK 1// BLACK 5% YELLOW 5 36 x 36 48 x 48 K	ND BACKGROUND	-		18" FROM 15" FROM HORIZ, CENTER HO		0.125*		R=3.	Н	36" x 36" 48" x 48" BLACK BLACK	VD BACKGROUND	1 1	4 15* FROM	VERT, CENTER 15- FROW HORIZ, CENTER		E BASIS FOR FINAL PAYMENT, OWN.	E LETTER AND NUMERALS MERAL HEIGHT. WI3-3 WILL BE SHOWN	
	*1-12 #1-18	0.125*	F-3 - 1-2-3	%" BLACK 11/" BLACK % TELLOW % SA YELLOW % YA YELLOW % YELLOW % YELLOW % YELLOW % YELLOW % YELLOW % YELLOW YELLOW % YELLOW YELDOW YELLOW YELLOW YELLOW YELLOW YELLOW YELLOW YELLOW YELLOW YELLO	4D BACKGROUND	1	2 4 VERT. 15* FROM	IS FROM IS FROM IS FROM		0.125*	NOTE SEE PLAN SPEETS FOR INCOMPAN REQUIRED ON INCOMPAN REQUIRED.		% BLACK 1/4 BLACK % YELLOW 5	36" X 36" 48" X 48" BLACK	4D SACKGROUND	1 1	VERT, 15° FROM	CENTER VERT, CENTER CENTER 18" FROM 15" FROM HORIZ, CENTER HORIZ, CENTER		I. THE QUANTITIES LISTED ON THE STABMARY OF QUANTITIES SHEET FOR THE PARTIES SHEET WILL BE USED AS THE BASIS FOR FINAL PAYMENT, EXCEPT WHERE SIGNS ARE MODIFIED FROM THAT SHOWN.	2. SIGNS WIND AND AND AND AND AND AND AND AND AND A	
	SIGN NUMBER	ALUMINUM (6Ø61-16) SIGN BLANK THICKNESS	OK-2021	LETTER & MUMERAL SERIES WIDTH OF BORDER OUTSIDE SIZE WID"H X HEIGHT) COLORS COPY		NUMBER OF POSTS FOR MOUNTING	NUMBER OF HOLES TO BE PUNCHED (% DIA.) PUNCHING DISTANCE FROM	+		ALUMINUM (6061-T6) STON BLANK THICKNESS		LETTER &	BORDER OUTSIDE	SIZE (WIDTH X HEIGHT)	BACKGROUND	NUMBER OF POSTS FOR MOUNTING		EACH VERT, EDGE PUNCHING DISTANCE FROM TOP EDGE	GENERAL NOTES:	I. THE COANTITIES L. SIGNS SHOWN ON EXCEPT WHERE SIG	2. SIGNS W13-Z AND SHALL BE WIDENED 3. THE SPEEDS REQUI	

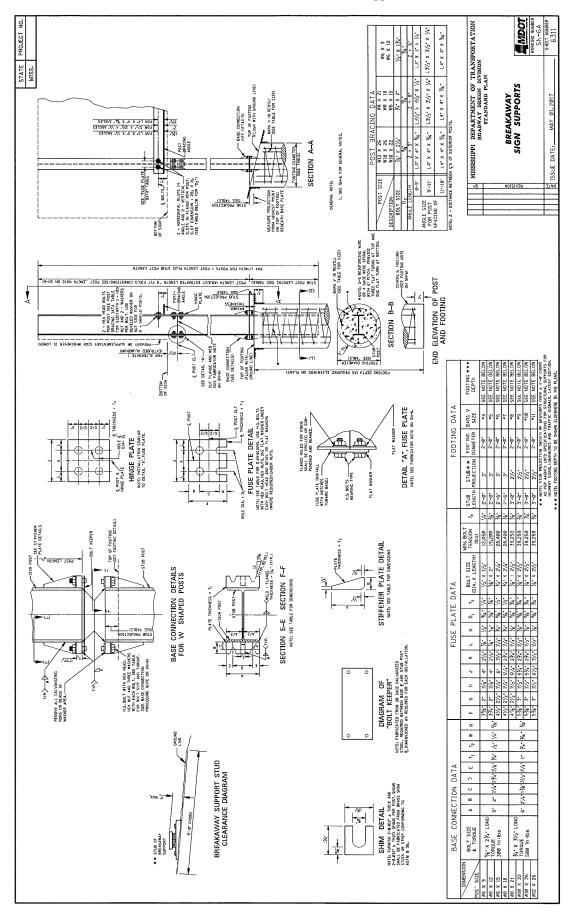


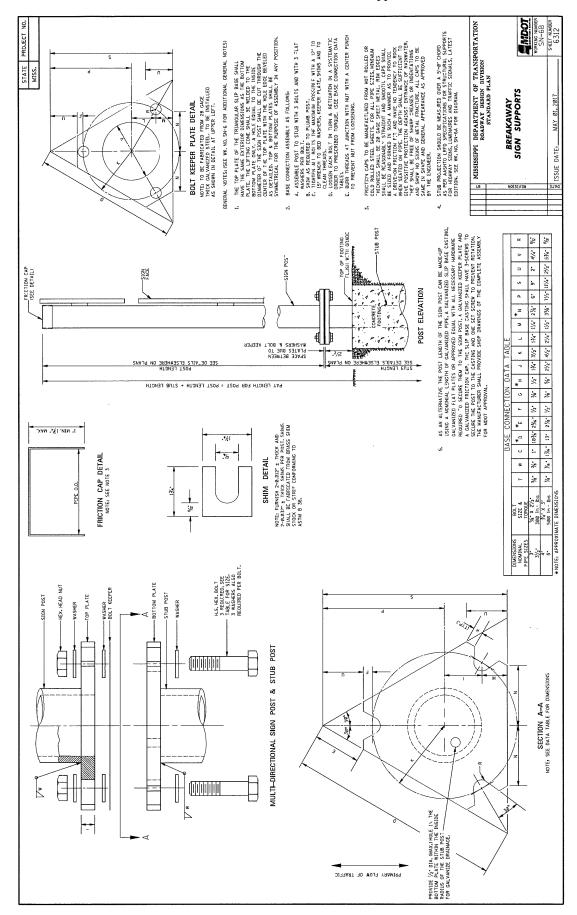


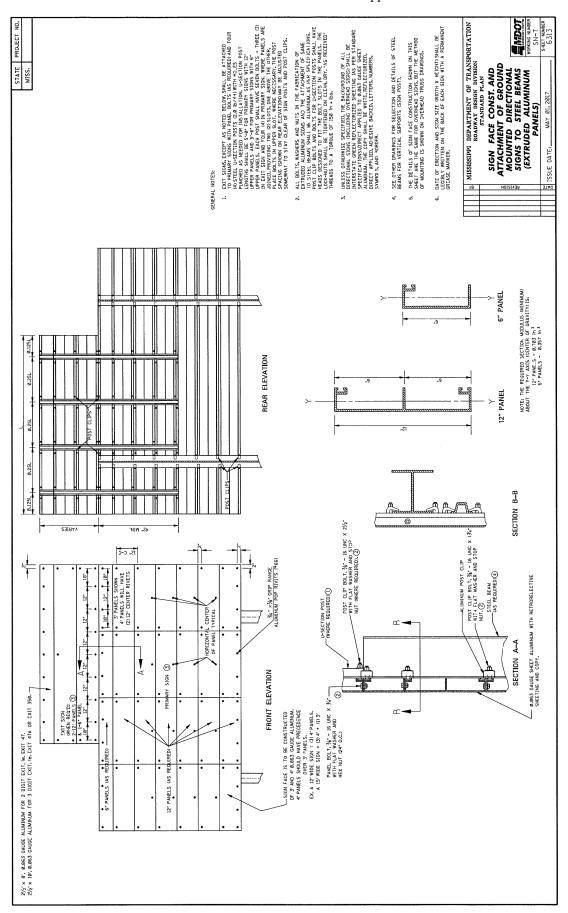


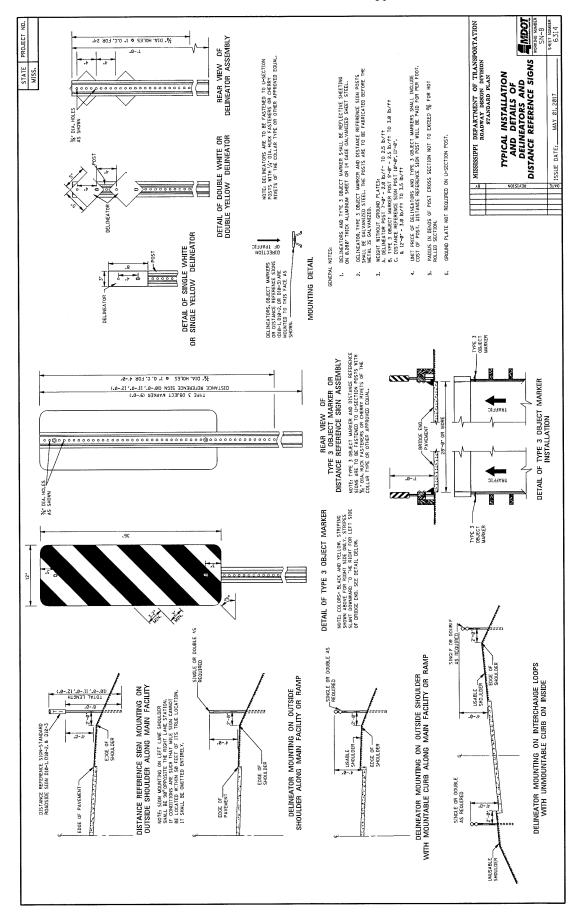


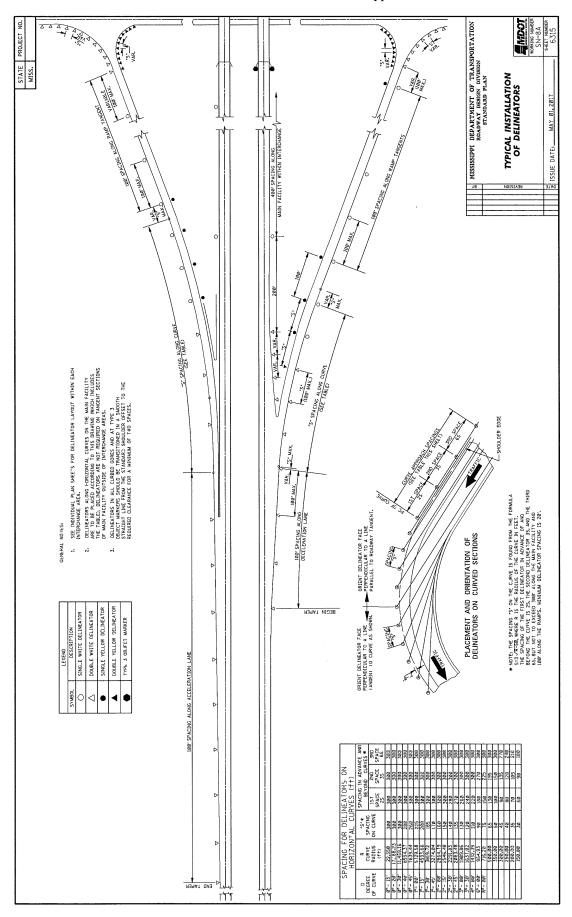


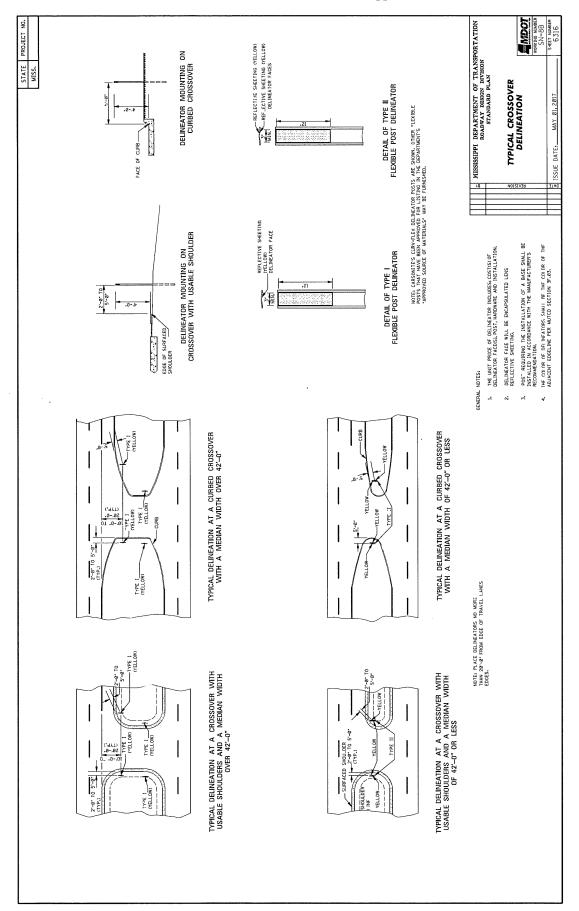


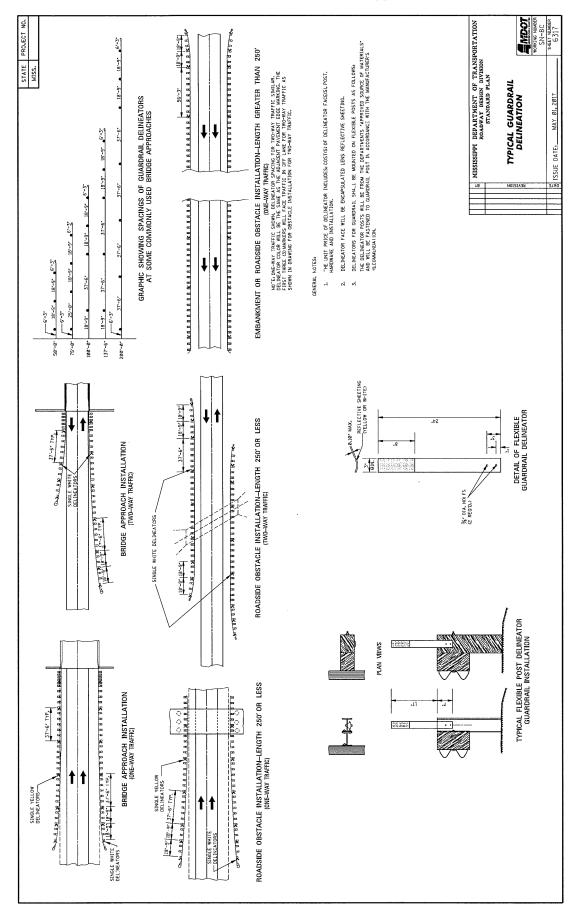


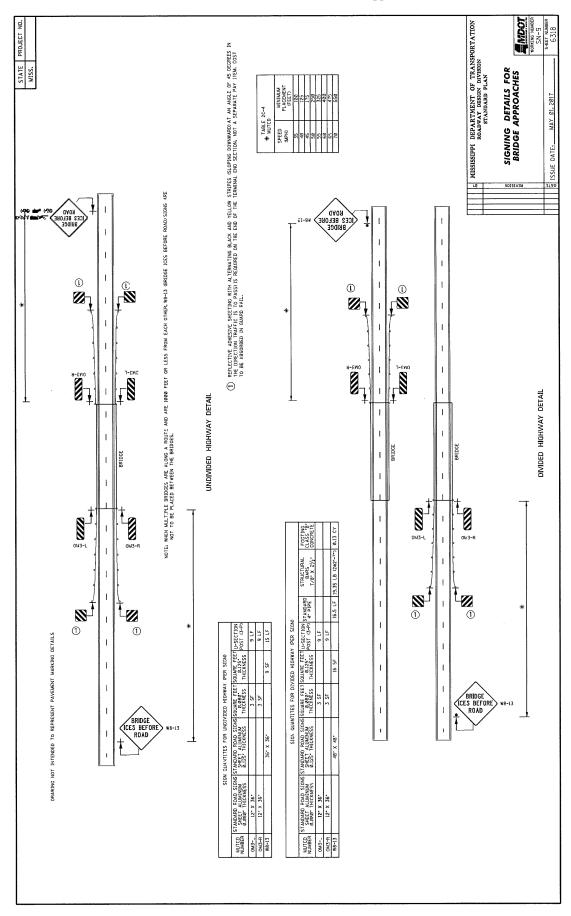












## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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

**DATE:** 08/11/2021

**SUBJECT:** Standard Drawings

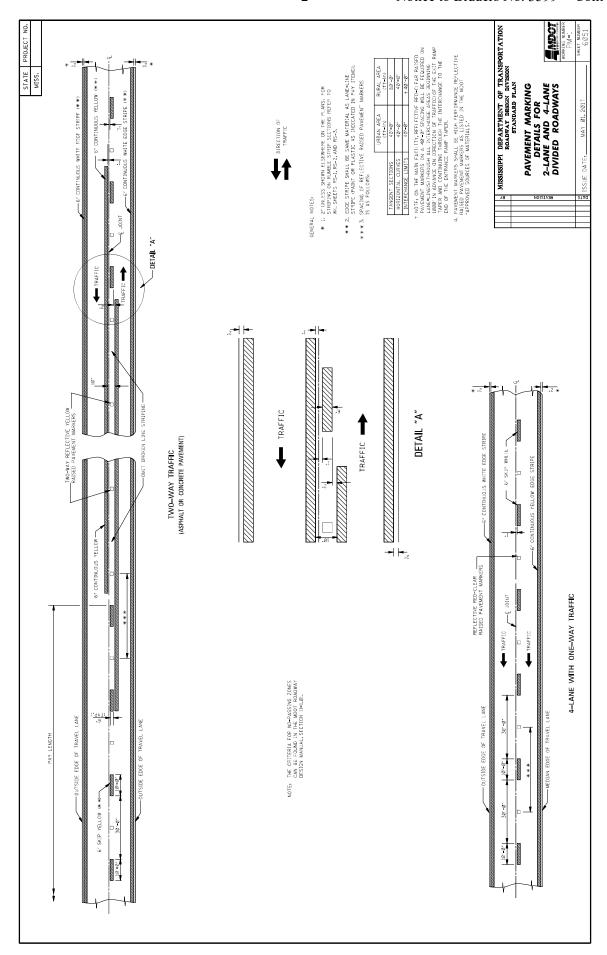
Standard Drawings attached hereto shall govern appropriate items of required work.

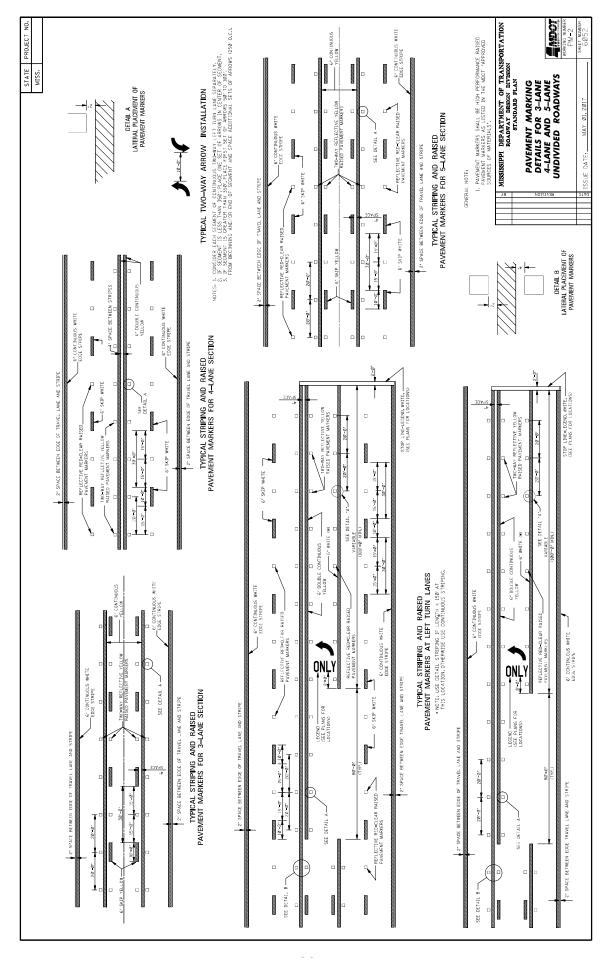
Larger copies of Standard Drawings may be purchased from:

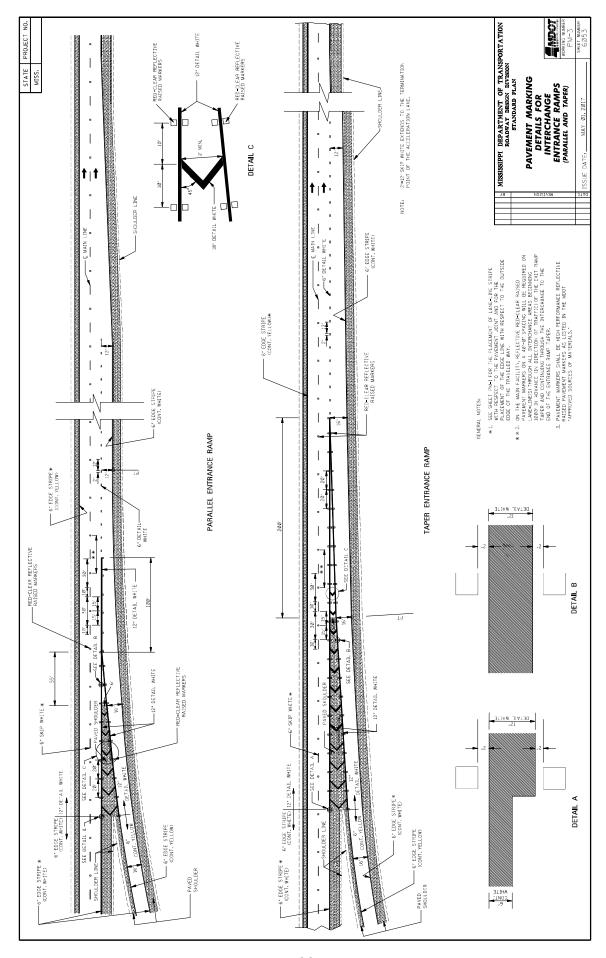
MDOT Plans Print Shop MDOT Shop Complex, Building C, Room 114 2567 North West Street P.O. Box 1850 Jackson, MS 39215-1850 Telephone: (601) 359-7460

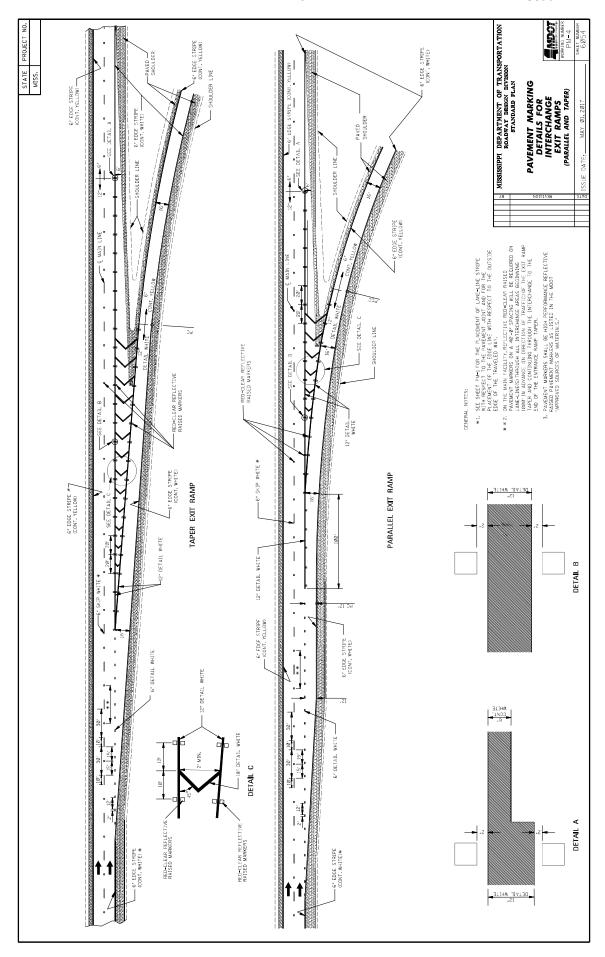
or FAX: (601) 359-7461

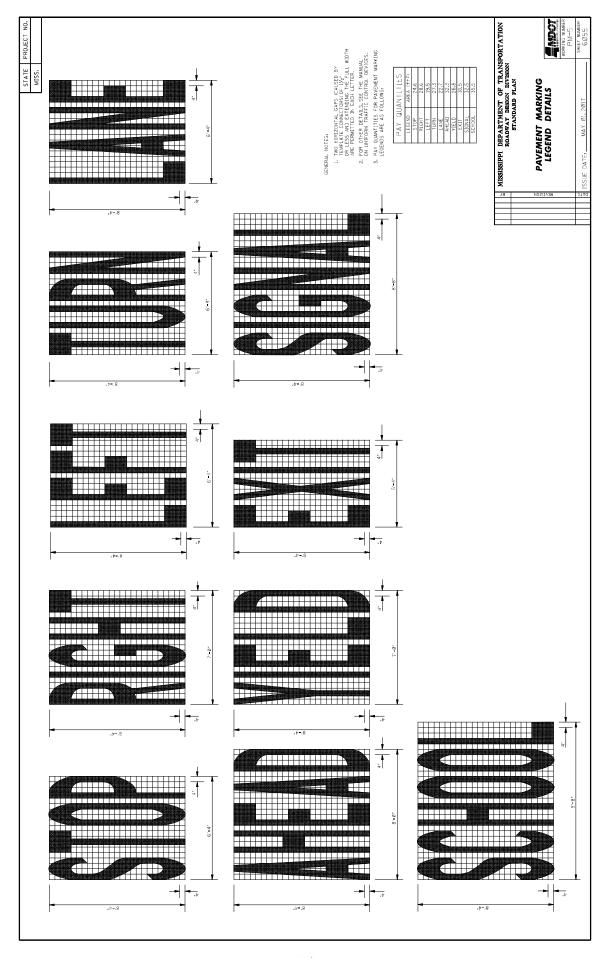
or e-mail: plans@mdot.state.ms.us

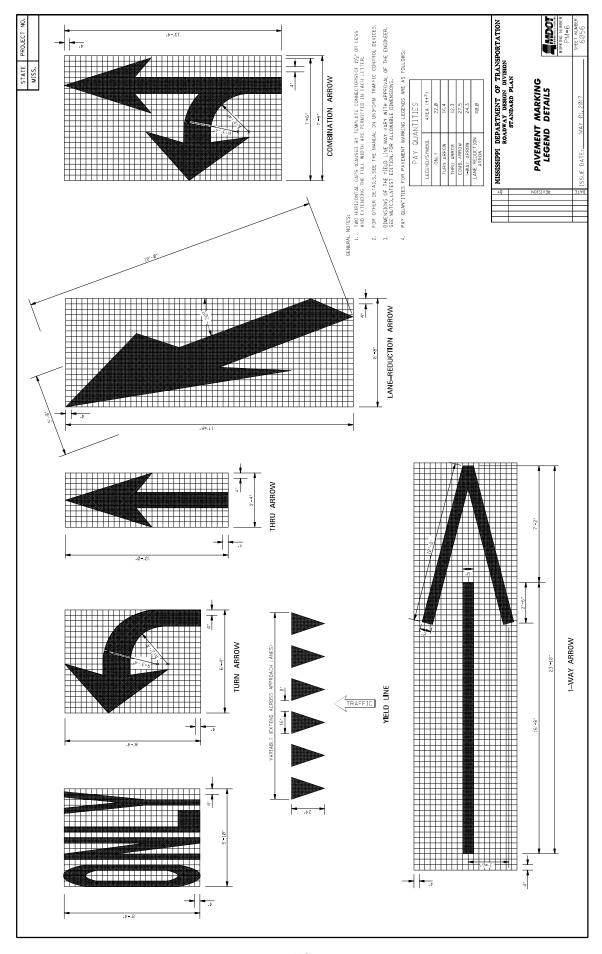


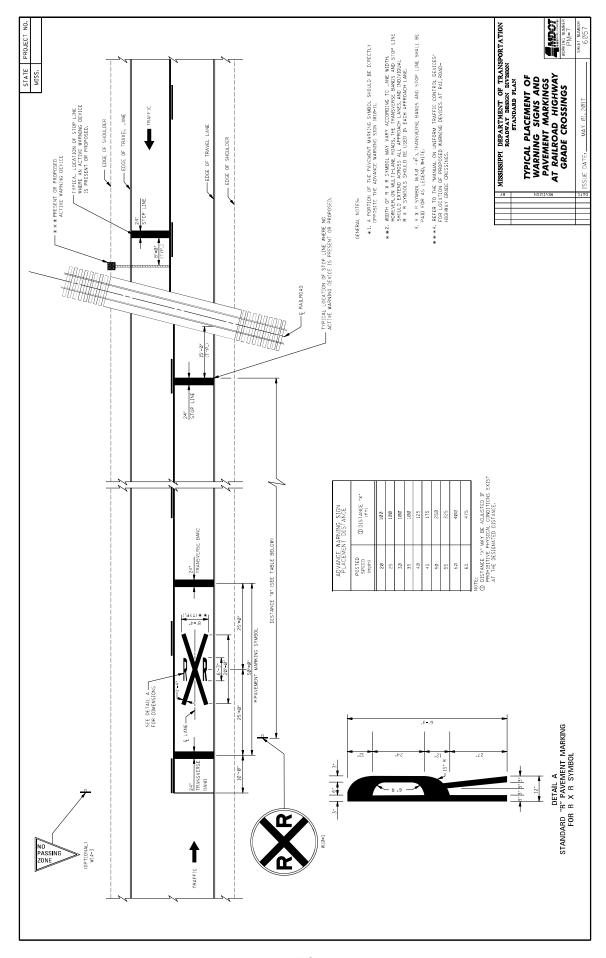


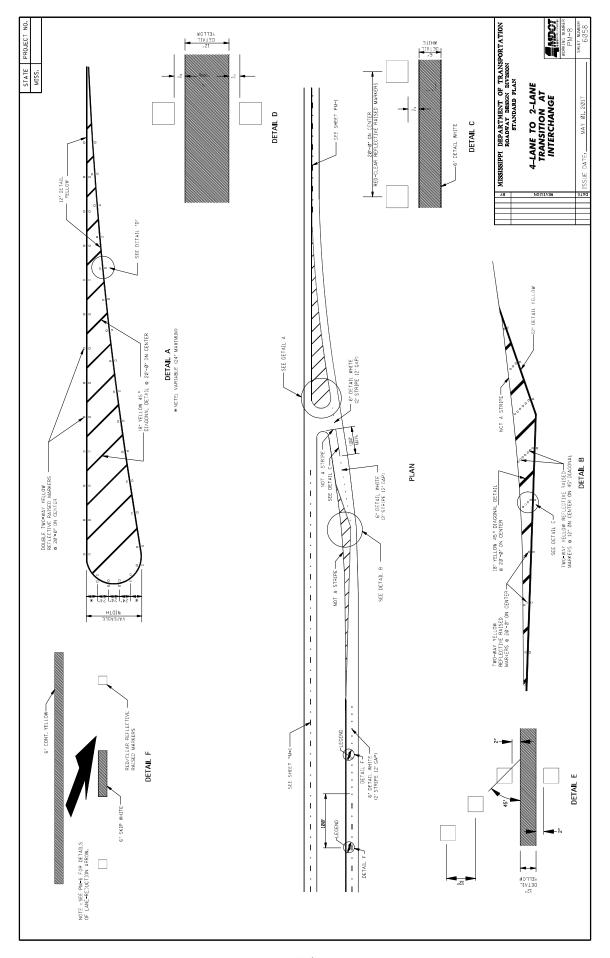


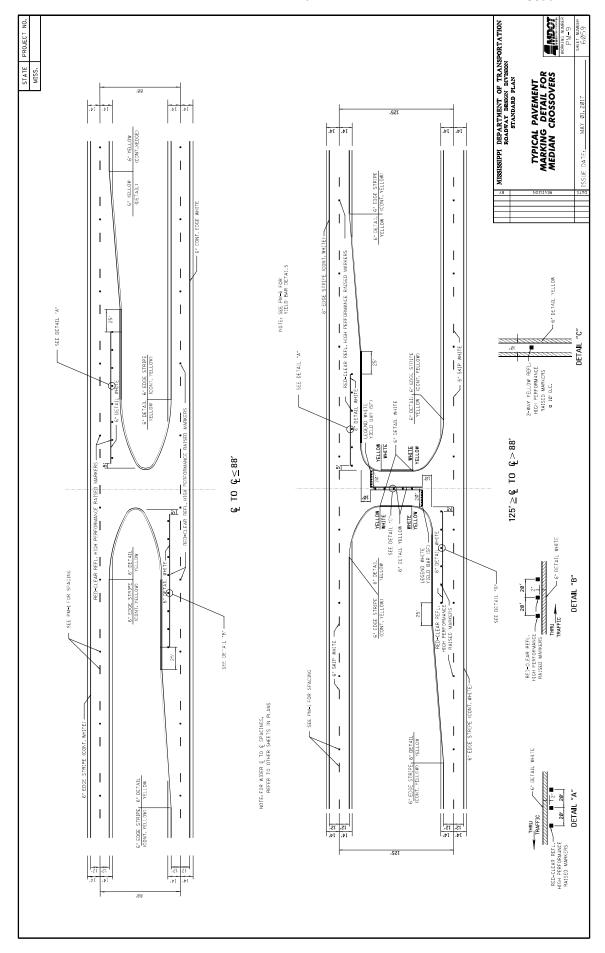


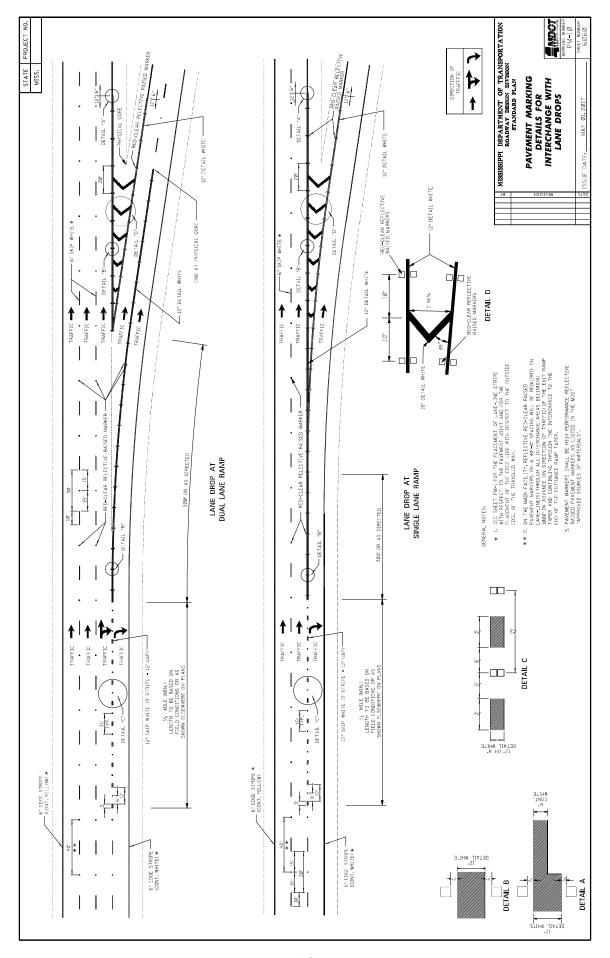


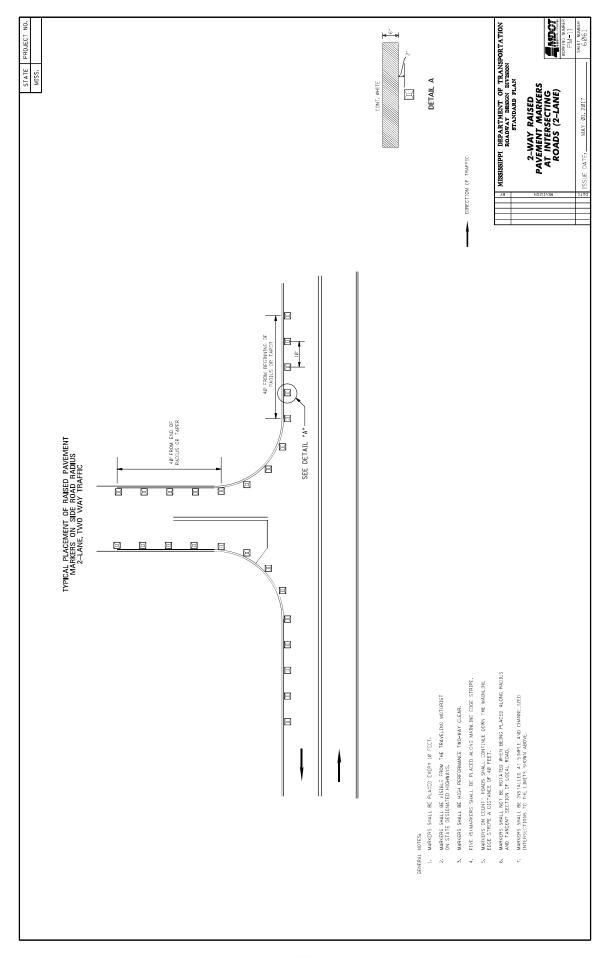


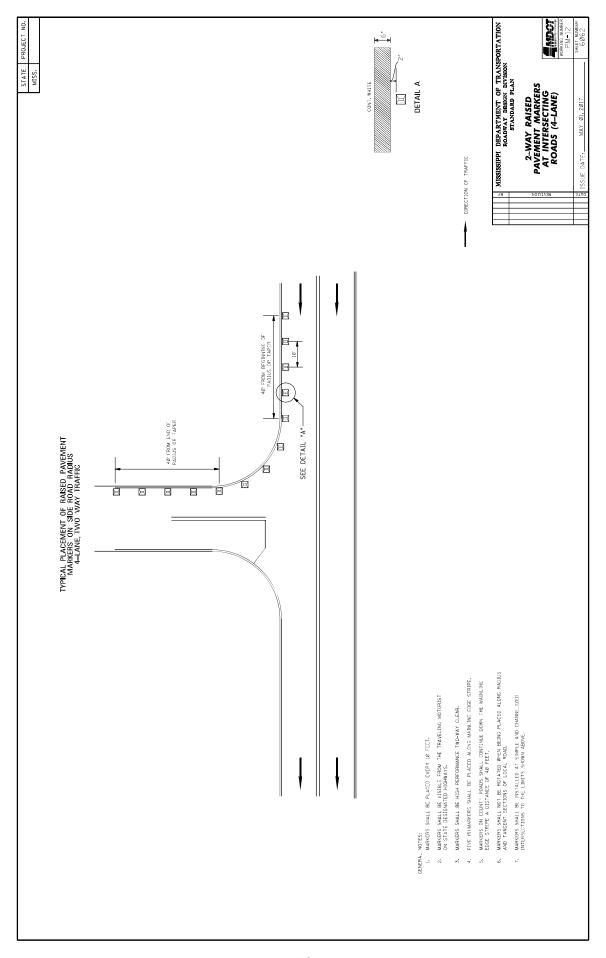


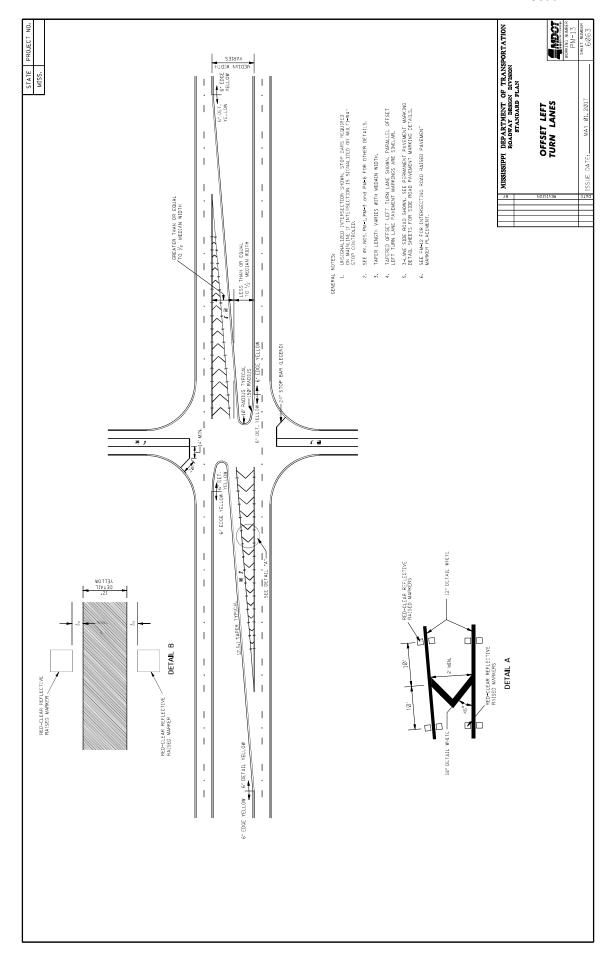


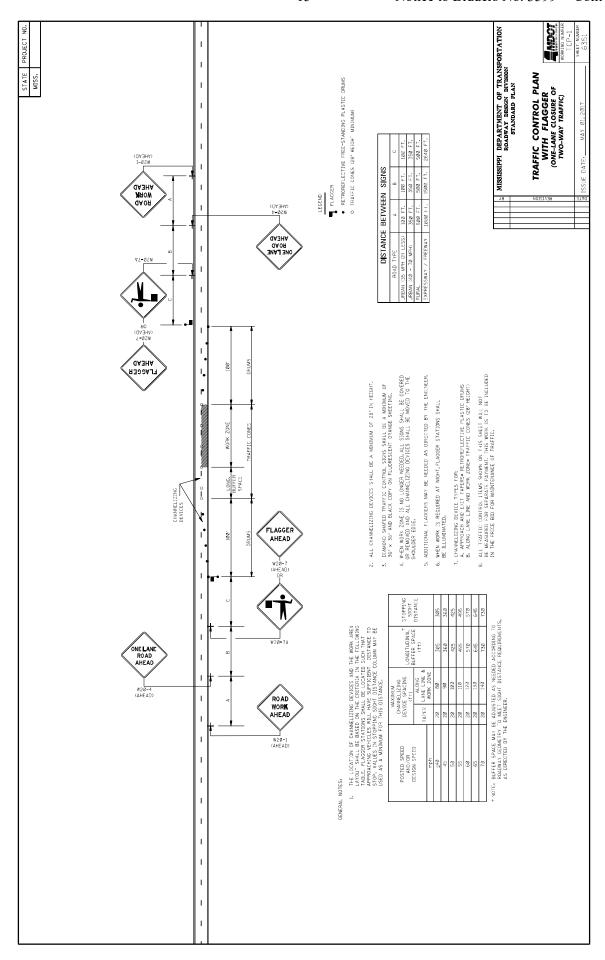


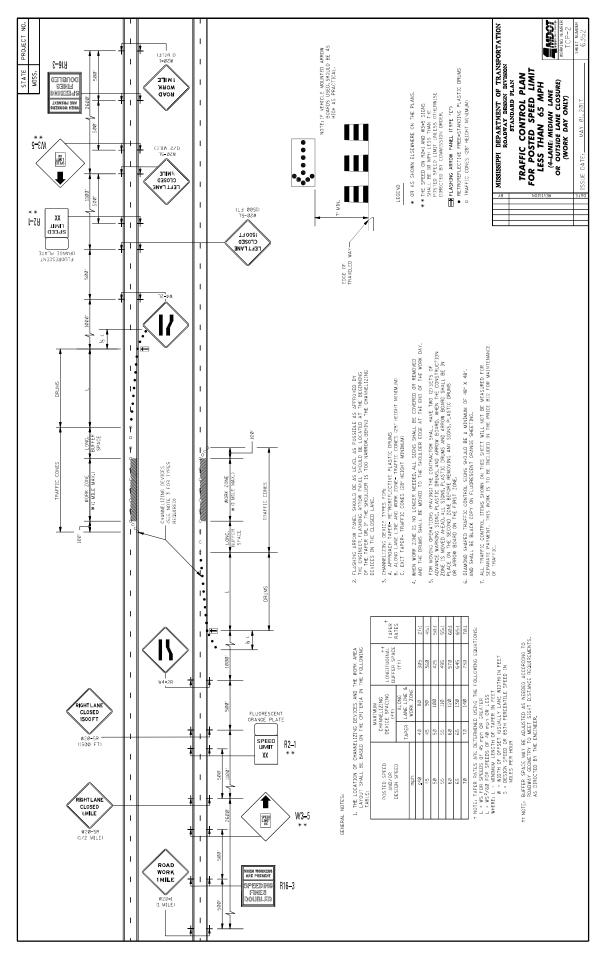


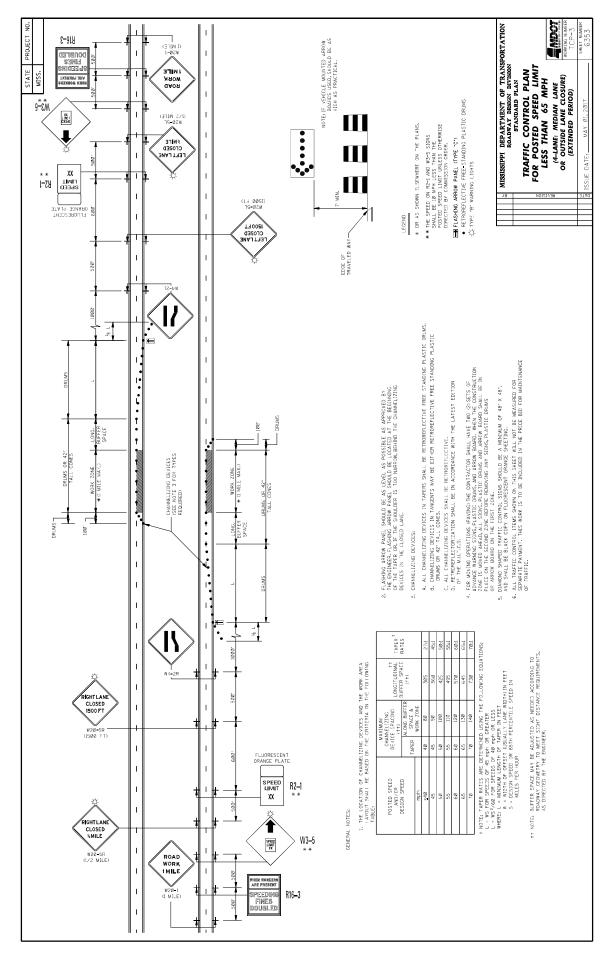


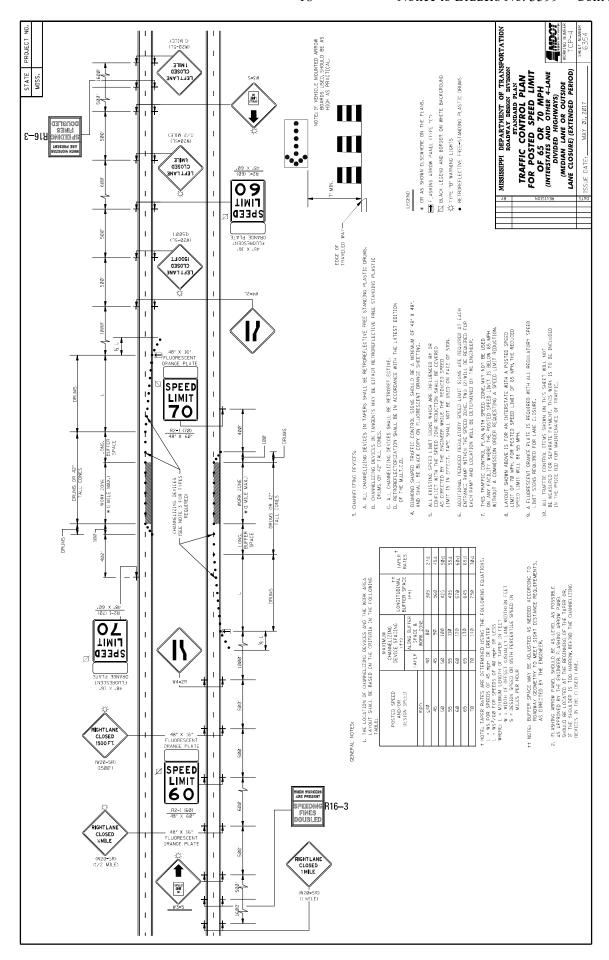


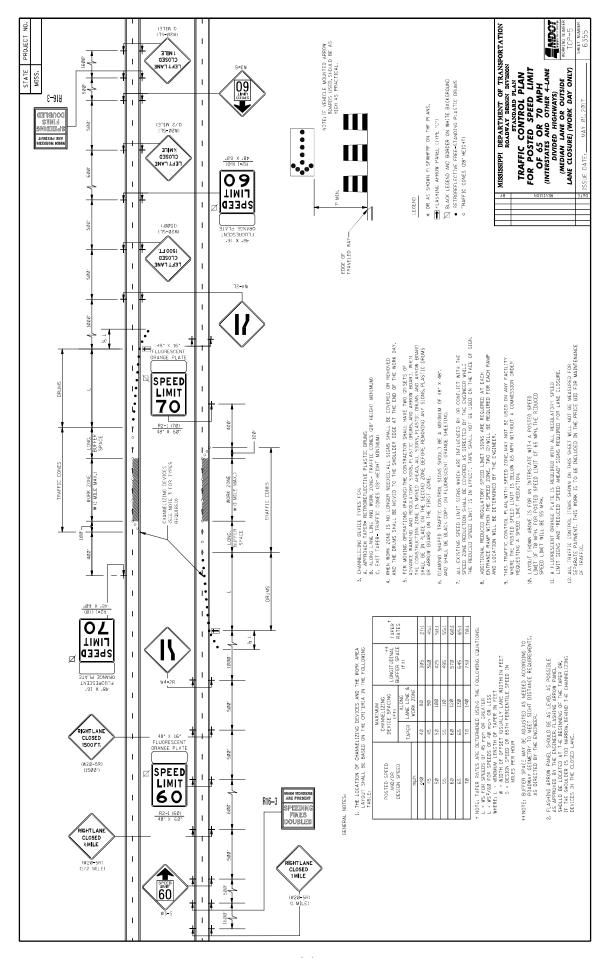


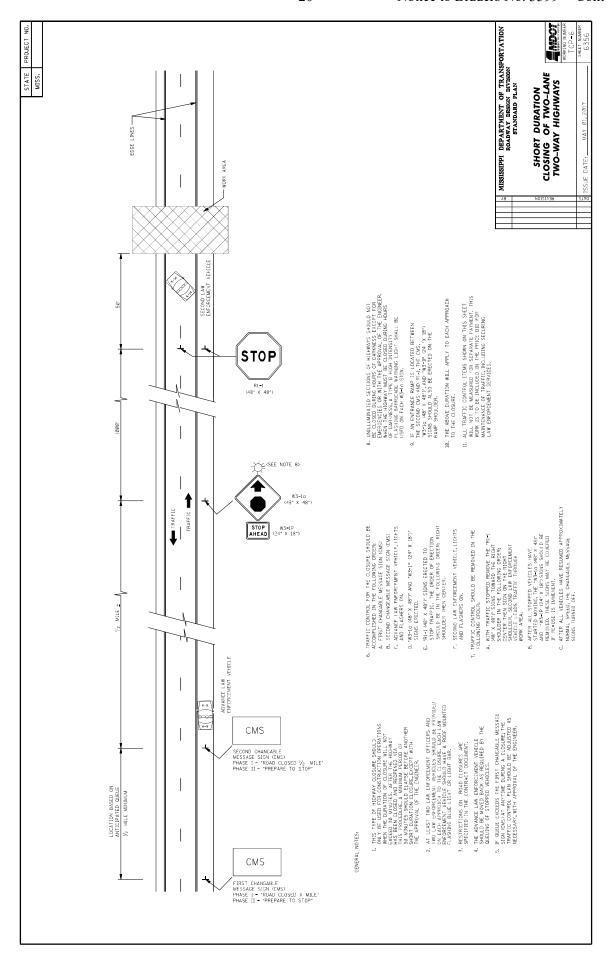


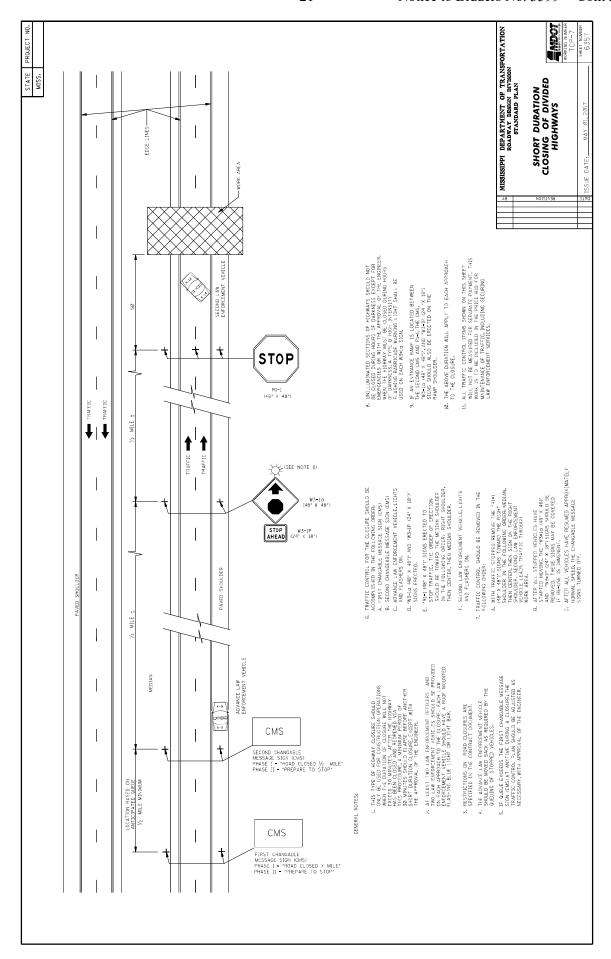


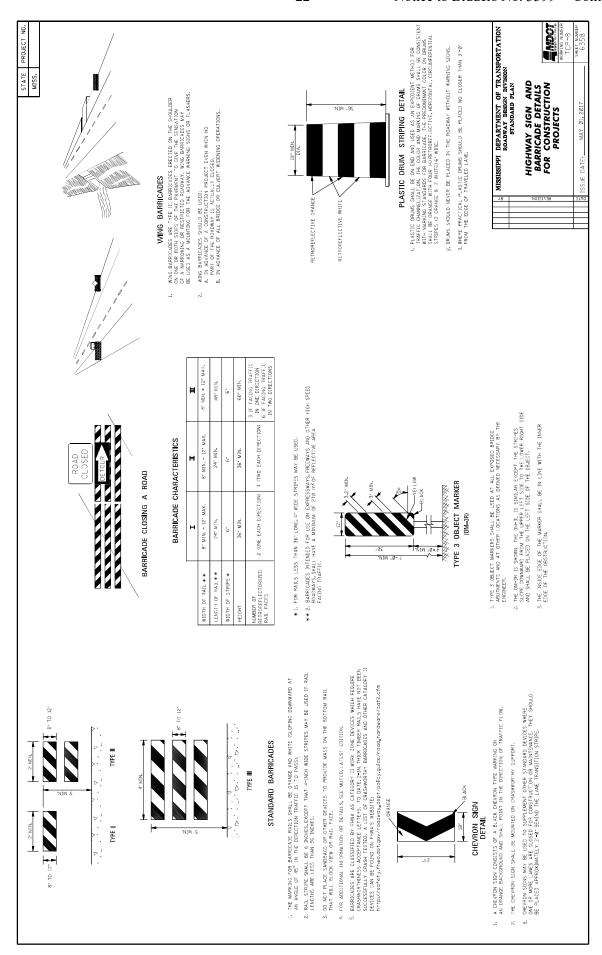


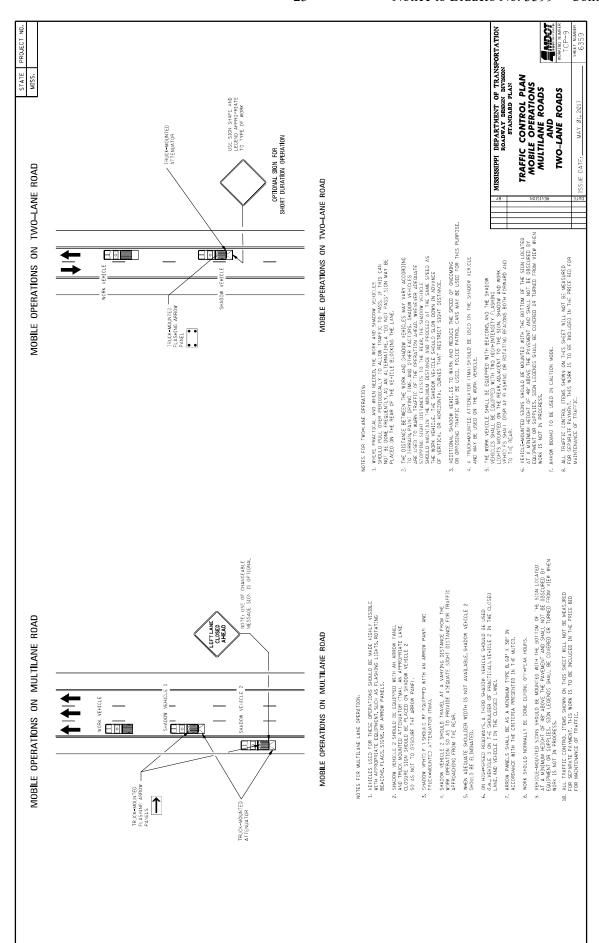


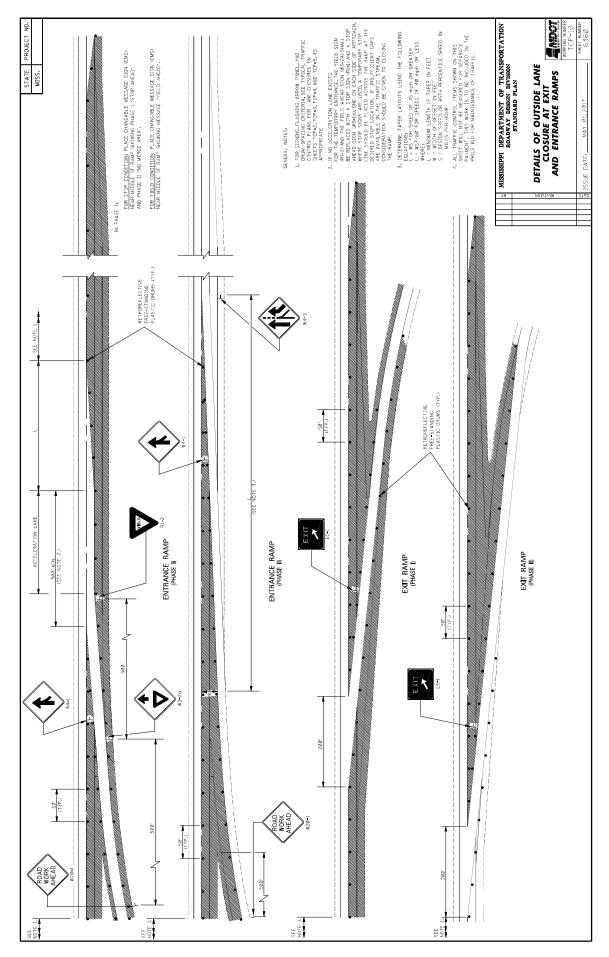


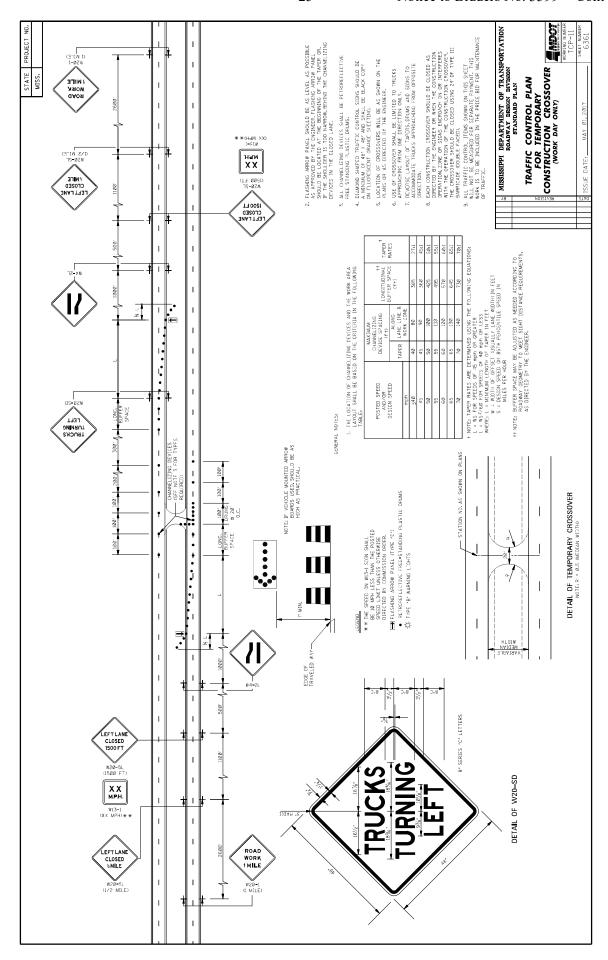


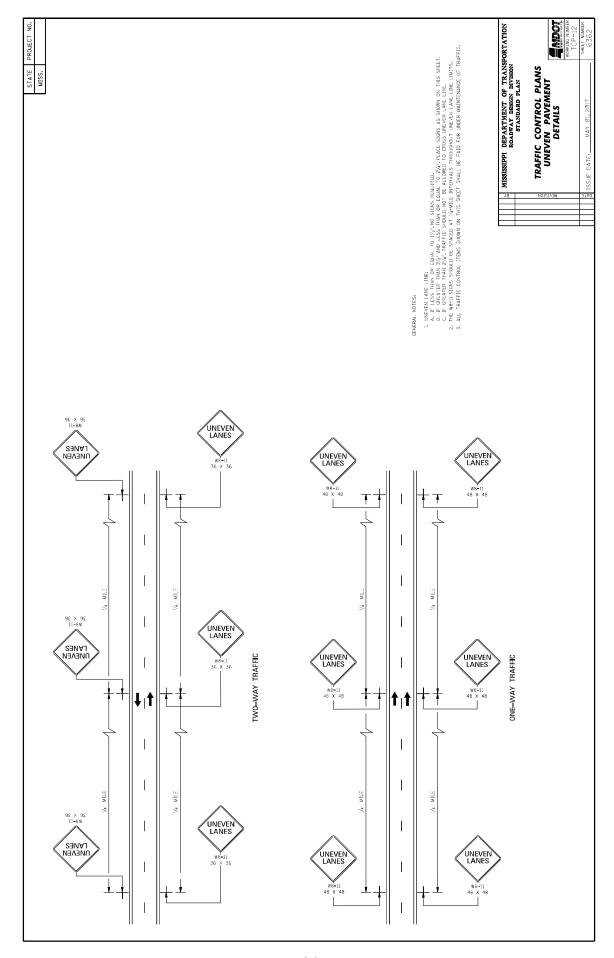


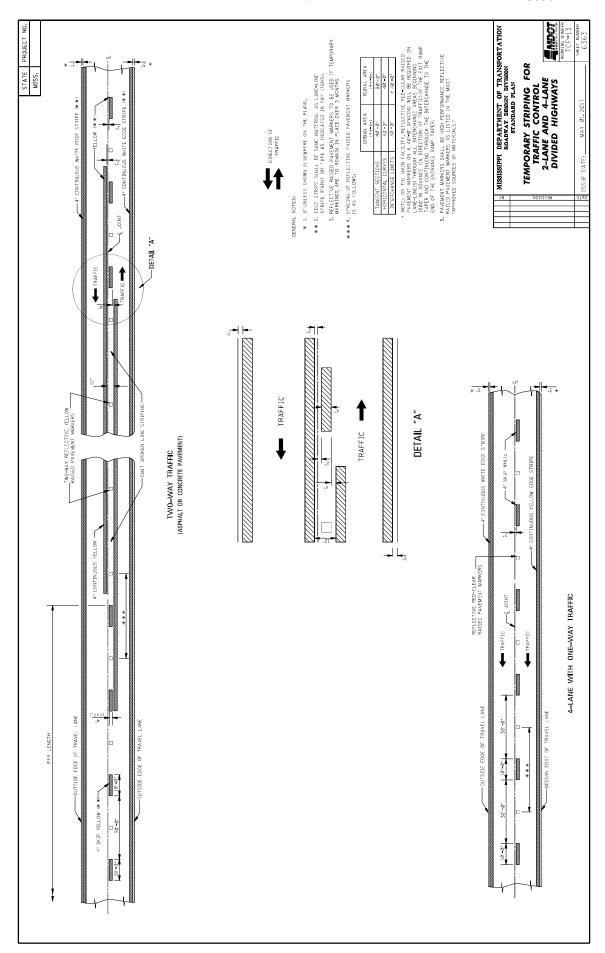


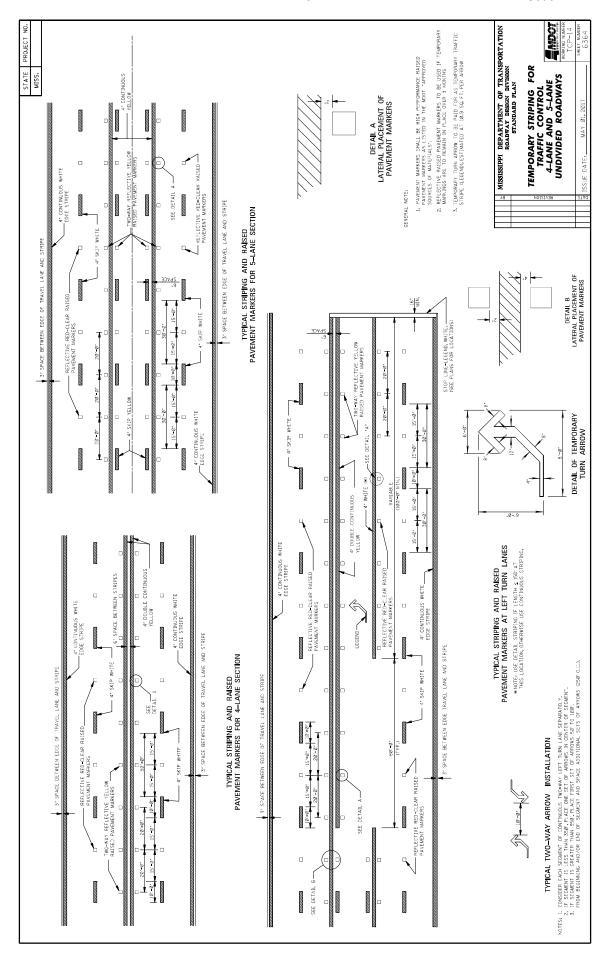


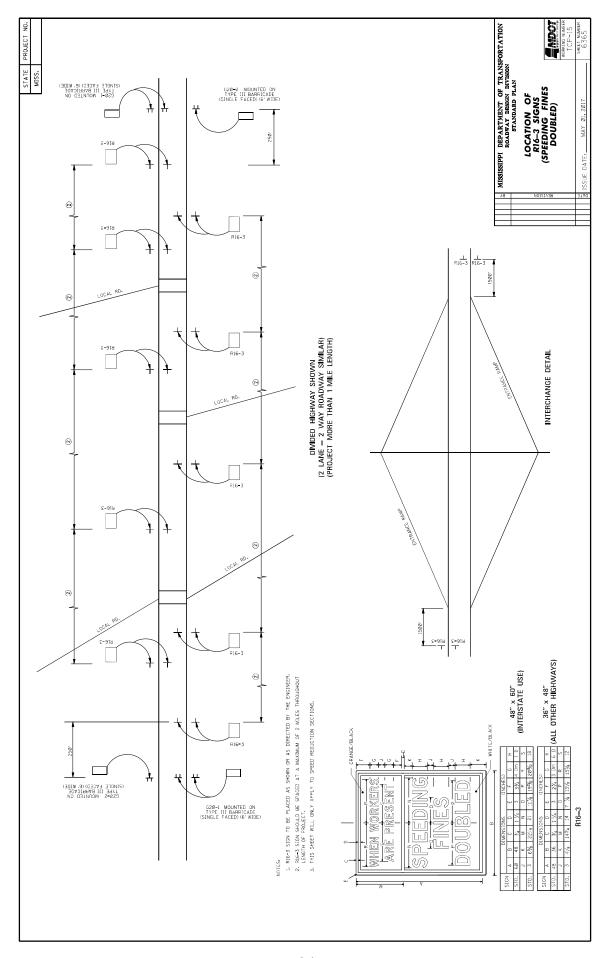


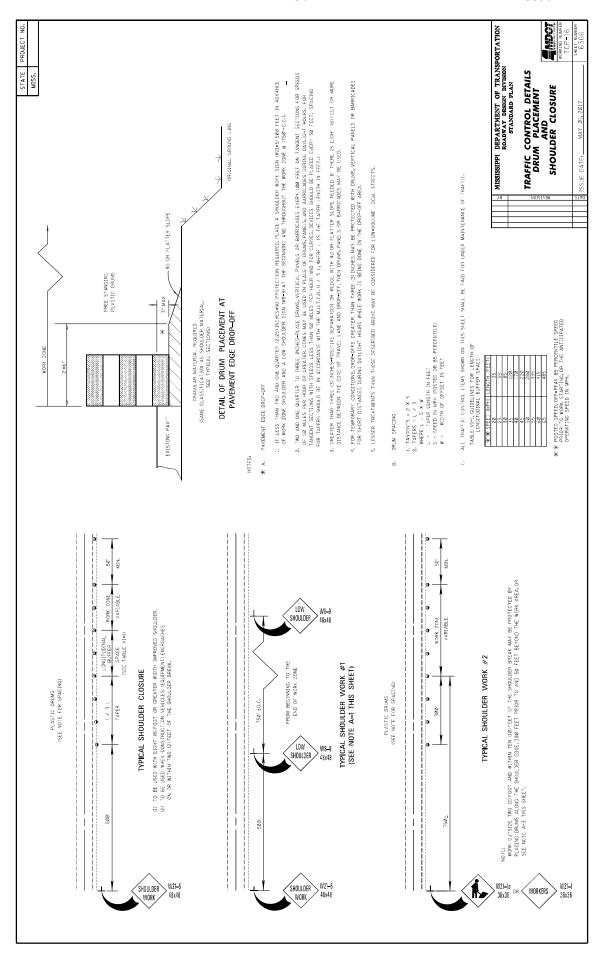


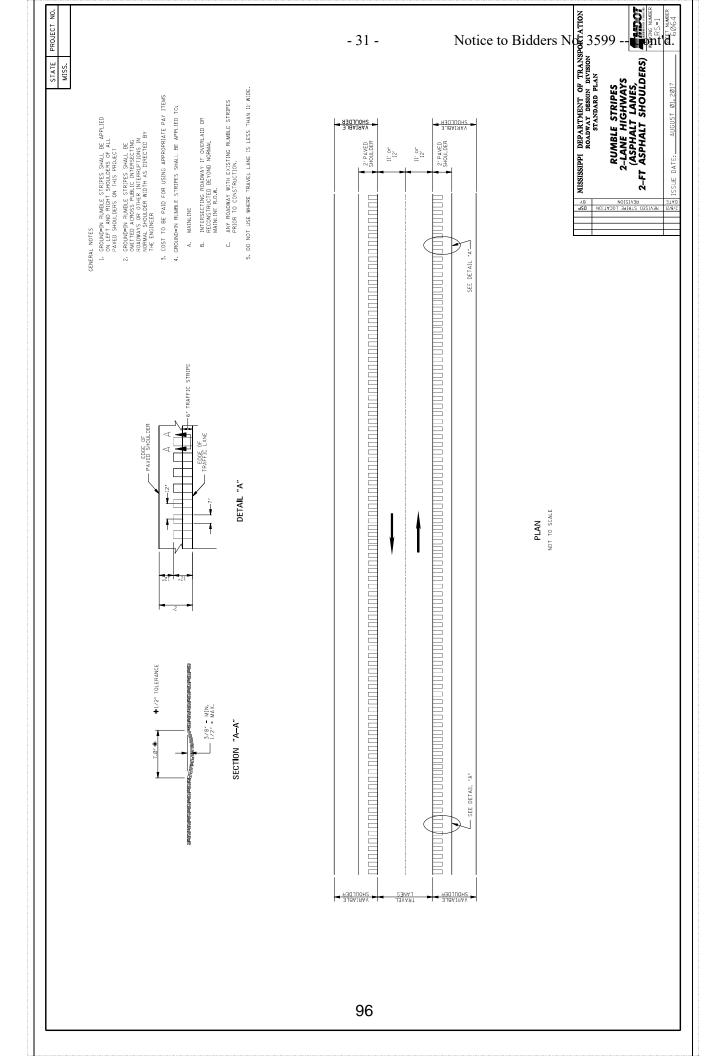


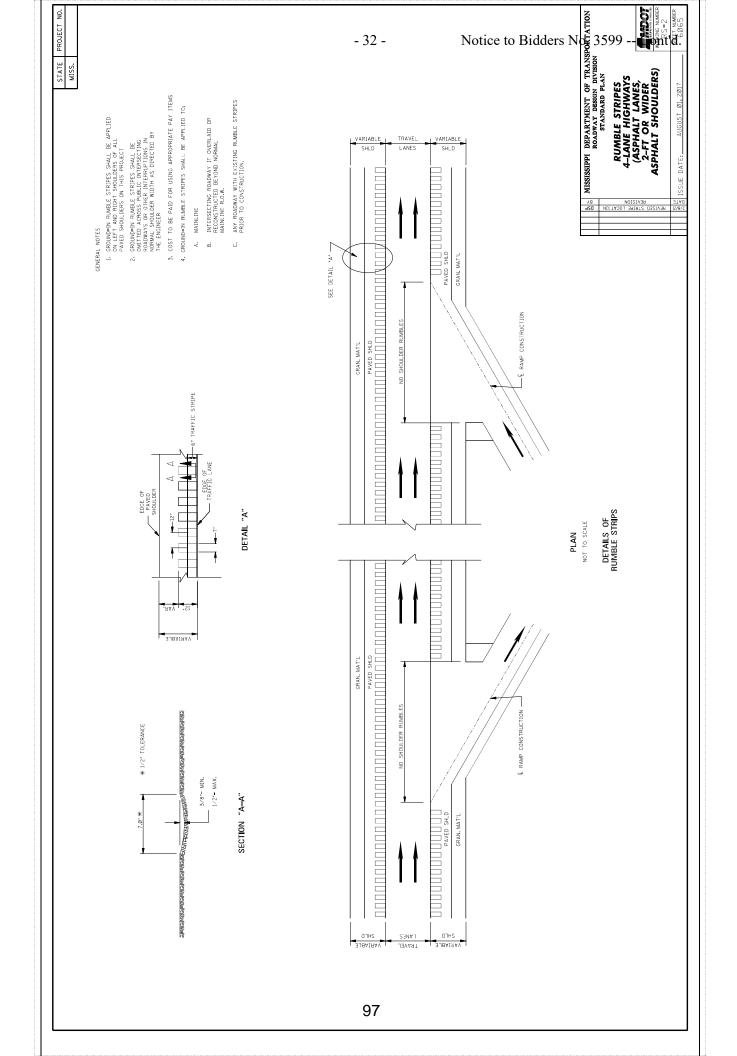


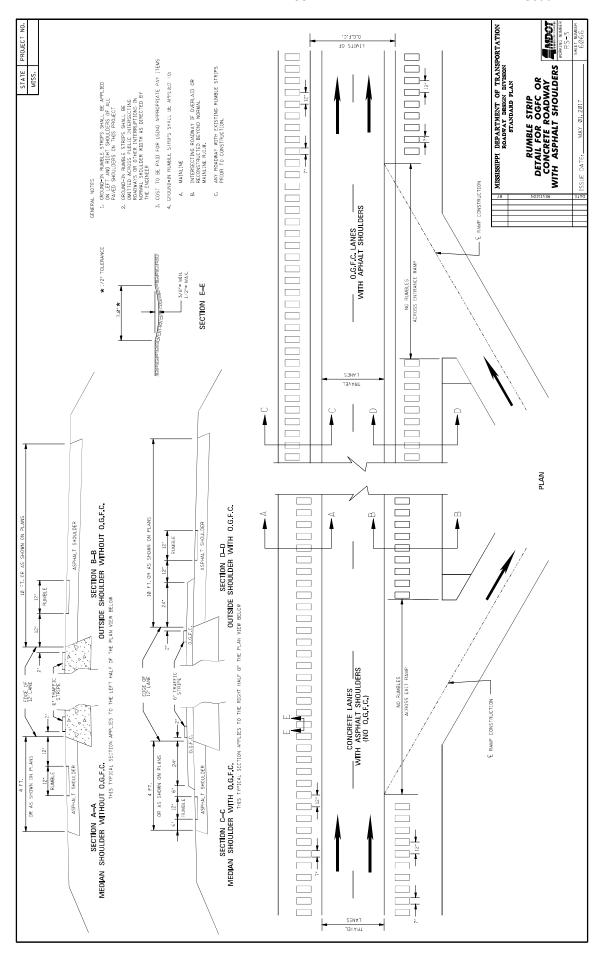












SECTION 904 - NOTICE TO BIDDERS NO. 3676 CODE: (SP)

**DATE:** 09/21/2021

**SUBJECT:** Asphalt Gyratory Compactor Internal Angle Calibration

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

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 (<a href="http://sam.gov">http://sam.gov</a>) at all times during this project. Upon registration, the Contractor will be assigned a SAM Unique Entity ID.

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

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

**DATE:** 11/22/2022

**SUBJECT:** App for Traffic Control Reports

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

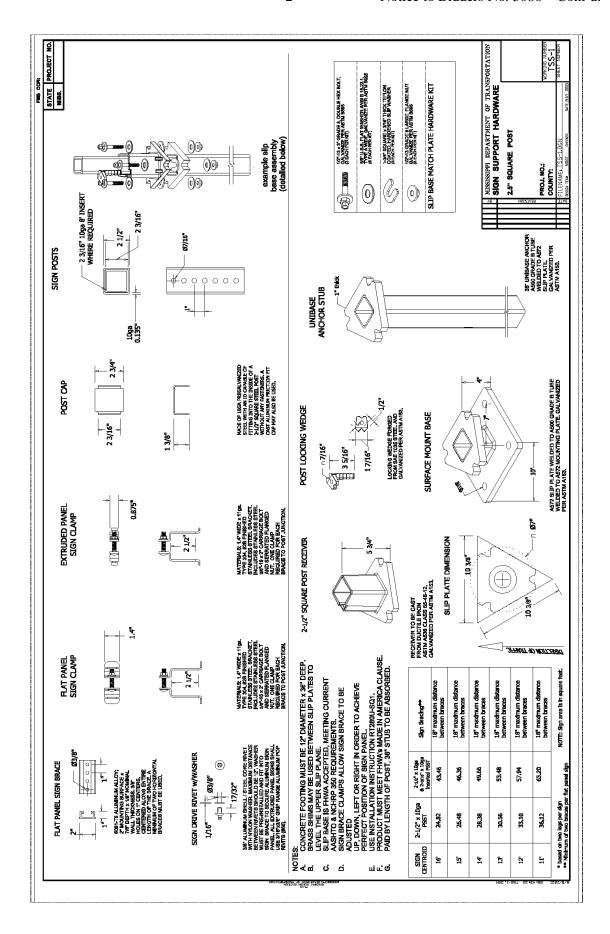
https://extacctmgmt.mdot.state.ms.us/

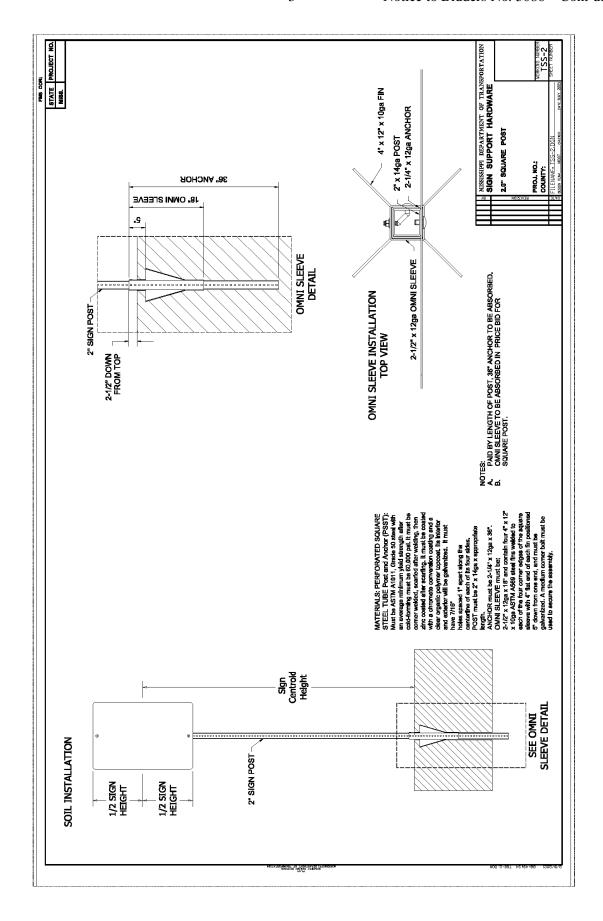
SECTION 904 - NOTICE TO BIDDERS NO. 5086 CODE: (SP)

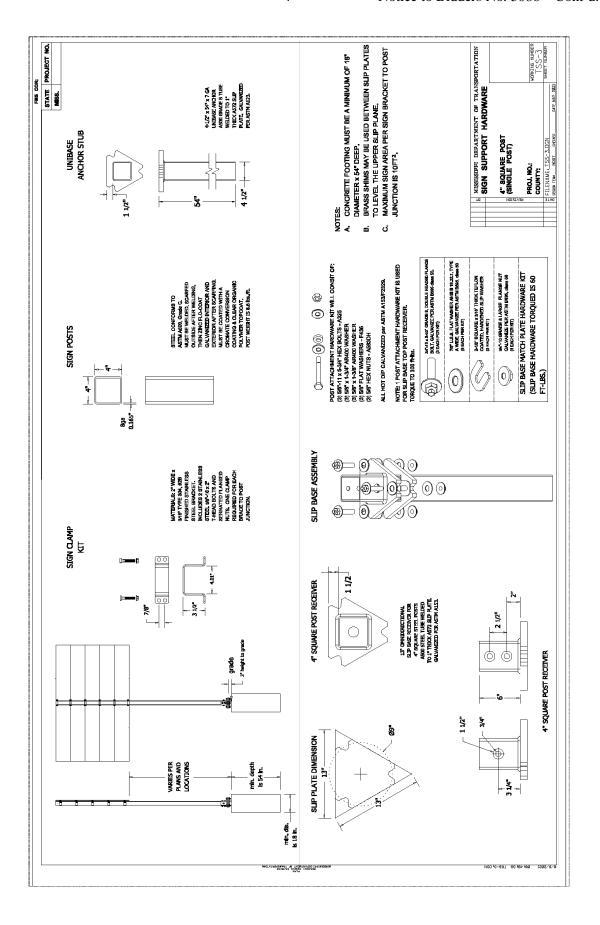
**DATE:** 05/02/2023

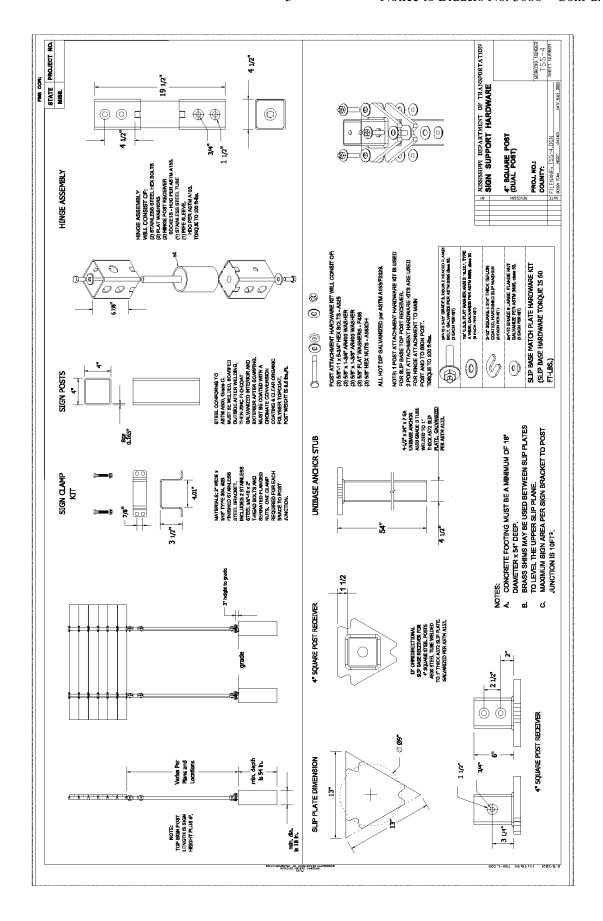
**SUBJECT:** Detail of Square Tube Sign Posts

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









CODE: (IS)

SECTION 904 - NOTICE TO BIDDERS NO. 5551

**DATE:** 12/06/2023

**SUBJECT:** Federal Bridge Formula

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

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

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

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

or

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

## SUPPLEMENT TO NOTICE TO BIDDERS NO. 5605

**DATE:** 01/12/2024

The goal is <u>7</u> percent for the Disadvantaged Business Enterprise. All Bidders are required to submit Form OCR-481 for all DBEs. Bidders are advised to check the bid tabulation link for this project on the MDOT website at:

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

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

#### SECTION 904 – NOTICE TO BIDDERS NO. 5605

CODE: (IS)

**DATE:** 01/12/2024

**SUBJECT:** Disadvantaged Business Enterprises in Federal-Aid Highway Construction

## **DEFINITIONS**

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

"DOT" means the United States Department of Transportation.

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

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

Copies of the DBE Program Manual may be obtained from:

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

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

### **POLICY**

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

<sup>&</sup>quot;DBE" means disadvantaged business enterprise.

<sup>&</sup>quot;MDOT" means the Mississippi Department of Transportation.

<sup>&</sup>quot;DBE Program" means MDOT's DBE Program.

## **DBE DIRECTORY**

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

## **PRE-BID MEETING**

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

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

### **AWARD**

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

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

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

### **DBE REPORTS**

- 1. OCR-481 is available on MDOT's website at www.mdot.ms.gov under the Civil Rights tab, or by calling 601.359.7466. This form must contain:
  - a. The name and address of each certified DBE contractor and/or supplier; and
  - b. The Reference Number, percent of work to be completed by the DBE subcontractor, and the dollar amount of each item. If a portion of an item is subcontracted, a breakdown of that item, including quantities and unit price, must be attached

detailing what part of the item the DBE firm is to perform and who will perform the remainder of the item.

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

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

## **CONTRACTOR ASSURANCES**

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

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, sex, or national origin in the performance of this Contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of federally assisted contracts. Failure by the contractor to carry

out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as MDOT deems appropriate.

### **CONTRACTOR'S OBLIGATION**

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

When a contract has a zero (0) percent goal, the contractor must take all necessary and reasonable steps to ensure that DBE firms can compete for and participate in the performance of the work in the Contract. In this case, all work performed by a certified DBE firm is considered to be a "race neutral" measure and MDOT will receive DBE credit towards the overall State goal when the DBE firm is paid for their work. If the prime contractor is a certified DBE firm, MDOT can receive DBE credit only for the work performed by the prime contractor's work force or any work subcontracted to another DBE firm. Work performed by a non-DBE subcontractor is not eligible for DBE credit.

## **CONTRACT GOAL**

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

If the Contract goal established by MDOT is one (1) percent or greater, it must be met to fulfill the terms of the Contract. The contractor may list DBE subcontractors and items that exceed MDOT's Contract goal, but should any unforeseen problems arise that would prevent a DBE from completing its total commitment percentage, the contractor will meet the terms of the Contract as long as it meets or exceeds MDOT's Contract goal.

All Bidders shall submit to the Office of Civil Rights Form OCR-481, signed by the prime contractor and the DBE subcontractors, no later than the third business day after opening of the bids. Please refer to the "DBE Reports" section of this Notice to Bidders for what information must be contained in the OCR-481 Form.

If the DBE commitment shown on the last bid sheet of the proposal does not equal or exceed the Contract goal, the bidder must submit to MDOT's Contract Administration Division information that shows that adequate good faith efforts have been made to meet the Contract goal. This information must be submitted to MDOT prior to bid opening.

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

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

### **GOOD FAITH EFFORTS AT THE TIME OF THE BIDDING**

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

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

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

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

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

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

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

## GOOD FAITH EFFORTS DURING THE CONTRACT

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

Information to be submitted to satisfy MDOT may include:

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

When a contractor proposes to substitute/replace/terminate a DBE that was originally named on the OCR-481, the contractor must obtain a release, in writing, from the named DBE explaining

why the DBE subcontractor cannot perform the work. A copy of the original DBE's release must be attached to the contractor's written request to substitute/replace/terminate along with an appropriate Subcontract Forms for the substituted/replaced/terminated subcontractor, all of which must be submitted to the Project Engineer for forwarding to the Office of Civil Rights DBE Coordinator for review and approval actions. The replacement DBE must be a DBE who was on MDOT's list of "Certified DBE Contractors" when the job was let, and who is still active.

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

## **PARTICIPATION/DBE CREDIT**

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

- 1. If the prime contractor is a certified DBE firm, only the value of the work actually performed by the DBE prime contractor can be counted towards the project goal, along with any work subcontracted to a certified DBE firm.
- 2. If the contractor is not a DBE, the work subcontracted to a certified DBE contractor will be counted toward the goal.
- 3. The contractor may count a portion of the total dollar value of a contract with a joint venture eligible under the standards of the provision equal to the percentage of the DBE partner in the joint venture towards the Contract goal.
- 4. Expenditures to DBEs that perform a commercially useful function may be counted toward the goal. A business is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work and carries out its responsibilities by actually performing, managing, and supervising the work involved.
- 5. The contractor may count one hundred (100) percent of the expenditures for materials and supplies obtained from certified DBE suppliers and manufacturers that produce goods from raw materials or substantially alters them for resale provided the suppliers and manufacturers assume the actual and contractual responsibility for the provision of the materials and supplies. The contractor may count sixty (60) percent of the expenditures to suppliers that are not manufacturers, provided the supplier performs a commercially useful function in the supply process. Within thirty (30) days after receipt of the materials, the contractor shall furnish to the Project Engineer invoices from the certified supplier whereby the DBE goal can be verified by MDOT's DBE Coordinator.
- 6. Any work that a certified DBE firm subcontracts or sub-subcontracts to a non-DBE firm will not count towards the DBE goal.
- 7. Only the dollars <u>actually paid</u> to the DBE firm may be counted towards the DBE goal. The participation of a DBE Firm cannot be counted towards the Prime Contractor's DBE goal until the amount being counted towards the goal has been paid to the DBE.

### **SANCTIONS**

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

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

- 1. Disallowing credit to go towards the DBE goal;
- 2. Withholding progress estimate payments;
- 3. Deducting from the final estimate or recovering an amount equal to the unmet portion of the DBE goal, which may include additional monetary penalties as outlined below based on the number of offenses and the severity of the violation, as determined by MDOT:

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

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

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

SECTION 904 - NOTICE TO BIDDERS NO. 5750 CODE: (SP)

**DATE:** 03/19/2024

**SUBJECT:** Manual on Uniform Traffic Control Devices (MUTCD)

Bidders are advised that any reference to the current edition of the MUTCD or the latest edition of the MUTCD within plans, proposal, or standard specifications means the <u>2009 Edition and the 3 Revisions thereto</u>.

SECTION 904 - NOTICE TO BIDDERS NO. 5976 CODE: (SP)

**DATE:** 06/14/2024

**SUBJECT:** Contract Time

PROJECT: NH-0011-02(093) / 108264301 -- Montgomery 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>August 13, 2024</u> and the date for Notice to Proceed / Beginning of Contract Time will be <u>September 12, 2024.</u>

Should the Contractor request a Notice to Proceed earlier than <u>September 12, 2024</u> and it is agreeable with the Department for an early Notice to Proceed, the requested date will become the new Notice to Proceed date. Regardless of whether or not an early Notice to Proceed is granted, contract time will start at the original Notice to Proceed date.

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

<u>102</u> Working Days have been allowed for the completion of work on this project.

SECTION 904 - NOTICE TO BIDDERS NO. 5977

DATE: June 5, 2024 SUBJECT: Specialty Items

PROJECT: NH-0011-02(093)/108264301 - MONTGOMERY

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: MISCELLANEOUS/ SPECIALTY WORK ITEMS

Line No	Pay Item	Description
0150	423-A001	Rumble Strips, Ground In
CATEGO	RY <sup>.</sup> PAVEME	NT STRIPING AND MARKING

Line No	Pay Item	Description
0260	626-A001	6" Thermoplastic Double Drop Traffic Stripe, Skip White
0270	626-C002	6" Thermoplastic Double Drop Edge Stripe, Continuous White
0280	626-D002	6" Thermoplastic Double Drop Traffic Stripe, Skip Yellow
0290	626-E002	6" Thermoplastic Double Drop Traffic Stripe, Continuous Yellow
0300	626-F001	6" Thermoplastic Double Drop Edge Stripe, Continuous Yellow
0310	626-G004	Thermoplastic Double Drop Detail Stripe, White
0320	626-G005	Thermoplastic Double Drop Detail Stripe, Yellow
0330	626-H001	Thermoplastic Double Drop Legend, White
0340	626-H002	Thermoplastic Double Drop Legend, White
0350	627-K001	Red-Clear Reflective High Performance Raised Markers
0360	627-L001	Two-Way Yellow Reflective High Performance Raised Markers

#### CATEGORY: TRAFFIC CONTROL - PERMANENT

Line No	Pay Item	Description
0370	630-A001	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness
0380	630-A003	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness
0390	630-A005	Standard Roadside Signs, Sheet Aluminum, 0.1" Thickness
0400	630-C001	Square Tube Posts, 4.0 lb/ft
0410	630-C005	Square Tube Posts, 2.0 lb/ft
0420	630-F004	Delineators, Guard Rail, Double White
0430	630-F005	Delineators, Guard Rail, Double Yellow
0440	630-G005	Type 3 Object Markers, OM-3R or OM-3L, Post Mounted

## CATEGORY: TRAFFIC CONTROL - TEMPORARY

Line No	Pay Item	Description
0210	619-A1001	Temporary Traffic Stripe, Continuous White
0220	619-A2001	Temporary Traffic Stripe, Continuous Yellow
0230	619-A3001	Temporary Traffic Stripe, Skip White
0240	619-A5001	Temporary Traffic Stripe, Detail

SECTION 904 - NOTICE TO BIDDERS NO. 5978

CODE: (SP)

**DATE:** 05/30/2024

**SUBJECT:** Scope of Work

PROJECT: NH-0011-02(093) / 108264301 -- Montgomery County

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

The work to be accomplished using the pay items and corresponding specifications set forth in this contract is for scrub sealing and overlaying of US Highway No. 82 beginning at the end of the concrete section (MP:1.515) and going easterly for approximately 3 miles to the Greensboro Road (MP: 4.493) in Montgomery County.

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

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

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

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

The work shall consist of the following:

1. The existing asphalt pavement shall be fine milled at the tie-ins, local roads and bridge ends to a depth of 1½" and variable in order to provide a smooth transition will be required. The entire section will not be milled. The milling material obtained shall become the property of the Contractor.

The following sections of roadway will be milled:

Area	Length	Width	SY
Mainline			
BOP (Westbound)(Including shoulders)	190	36	760
BOP (Eastbound)(Including shoulder)	537	36	2,148
5-Lane, mainline	2081	70	16,185
5-Lane, shoulders	1950	16	3,467
4-Lane (Westbound)	264	28	821
4-Lane (Eastbound)	264	28	821
Interchange (US 82 & US 51)			
SE Exit Ramp (Loop)	944	37	3,881
SE Entrance Ramp	1,333	37	5,480
NE Exit Ramp	1,438	37	5,912
NE Entrance Ramp (Loop)	804	37	3,305
Bridge Ends (12 Bridge Ends)	150	28	5,600
EOP	150	28	933
County Road Tie-ins			31,400
Total			80,713

NOTE: 800 SY of cold milling of concrete pavement has been included for milling a butt joint in the concrete pavement at the BOP.

## 2. Failed areas shall be repaired using the following:

- 202-B, Removal of Asphalt Pavement, All Depths for pavement structure.
- 203-G, Excess Excavation for material below the pavement structure
- 304-F, Crushed Stone to be used to replace unsuitable material below the 1-foot limit
- 403-A, 19-mm, ST, Asphalt Pavement
- 503-C, Saw Cut, Full Depth

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

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

Location	Station	Width	Length	Asphalt	Sawcuts
Location	Station	(feet)	(feet)	Area (SY)	(LF)
SE Ramp (Loop)	8+00	14	22	34	50
SE Ramp (Entrance)	116+00	10	98	109	118
Total				143	168

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The above areas were noted during the field inspection. Additional areas may require repair during construction.

- 3. A quantity of 100 tons of 9.5-mm, HT, Leveling asphalt has been included for the 5-lane section for slope correction if needed. This item will be used at the discretion of the Engineer.
- 4. A scrub seal shall be placed on the mainline from MP:2.061 to MP:4.493 (EOP).

NOTE: The scrub seal shall cover the entire roadway on the 4-Lane section only.

NOTE: County road intersections, bridges and cross-overs will not require a scrub seal

NOTE: Existing raised markers shall be removed prior to the scrub seal operations. The cost shall be included in other bid items.

5. The Contractor shall place surface course on the previous milled/scrub sealed surface.

Location	Sta	tion	Type Mix	Area	Thickness	Asphalt
Location	Begin	End		SY	Inches	Tons
BOP thru 5-Lane	1318+20	1343+55	9.5-mm, HT	20,090	1.5	1,675
			Poly			
Shoulders (WB)	1318+20	1320+50	9.5-mm, ST	204	1.5	17
Shoulders (EB)	1314+73	1321+00	9.5-mm, ST	558	1.5	46
Shoulders (5-	1320+50	1340+00	9.5-mm, ST	3,467	1.5	287
Lane)						
Ramps/Loops			9.5-mm, ST	18,577	1.5	1,535
Crossovers			9.5-mm, ST	11,184	1.5	925
County Roads			9.5-mm, ST	15,843	1.5	1,300
Driveway			9.5-mm, ST	15,519	1.5	1,280
Mainline			9.5-mm, MT	79,290	1.5	6,575

Mix Type	Tons
9.5-mm, ST	5,390
9.5-mm, MT	6,575
9.5-mm, HT, Poly	1,675

NOTE: The Contractor shall saw and seal the transverse joint on the concrete section of US Highway 82.

6. Granular material shall be placed on the shoulders as directed to raise the existing shoulders to the new surface course grade.

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

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

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

- 7. Temporary traffic stripe shall be placed daily as per Section 618.
- 8. Guardrails shall be removed and replaced at the following locations:

BR#	Guardrail	Guardrail	Terminal Section,	Bridge End	Delin	neators				
DK#	Removal	Installation	Flared	Sections, Type H	White	Yellow				
90.3A	603	500	1	2	13	8				
90.3B	812	326	2	3	8	8				
90.5A	438	326	2	3	8	8				
90.5B	220	500	1	2	13	8				
91.1A	440	326	2	2	8	8				
91.1B	440	326	2	2	8	8				
Total	2,953	2,304	10	14	58	48				

9. Traffic Recorder Classification Permanent Systems shall be installed at the following locations:

Station 1383+15, Westbound Lanes Station 1382+15, Eastbound Lanes

- 10. Rumble strips for rumble stripe shall be installed on the inside/outside edges of the roadway. Rumble strips will be installed only on the divided 4-lane section.
- 11. Traffic stripe from bridge decks shall be removed.
- 12. Permanent pavement markings (thermoplastic striping, red-clear reflective high performance markers and two-way yellow reflective high performance raised markers) shall be placed as required. A six (6) inch thermoplastic stripe shall be placed on the inside six inches (6") of the rumble stripe using an atomization method to create a "rumble strip." Double Drop Thermoplastic Striping shall be required on bridge decks.
- 13. All existing post mounted standard roadside signs estimated in the attached table shall be replaced. The Contractor shall deliver the removed signs to the MDOT Montgomery County Maintenance Shop located at 206 Industrial Park Road in Winona. All signs and hardware shall be removed from post prior to delivery. The Contractor shall verify the sign quantity prior to ordering materials. All hardware and footings required for the erection of new signs and post shall be absorbed in other items of work.

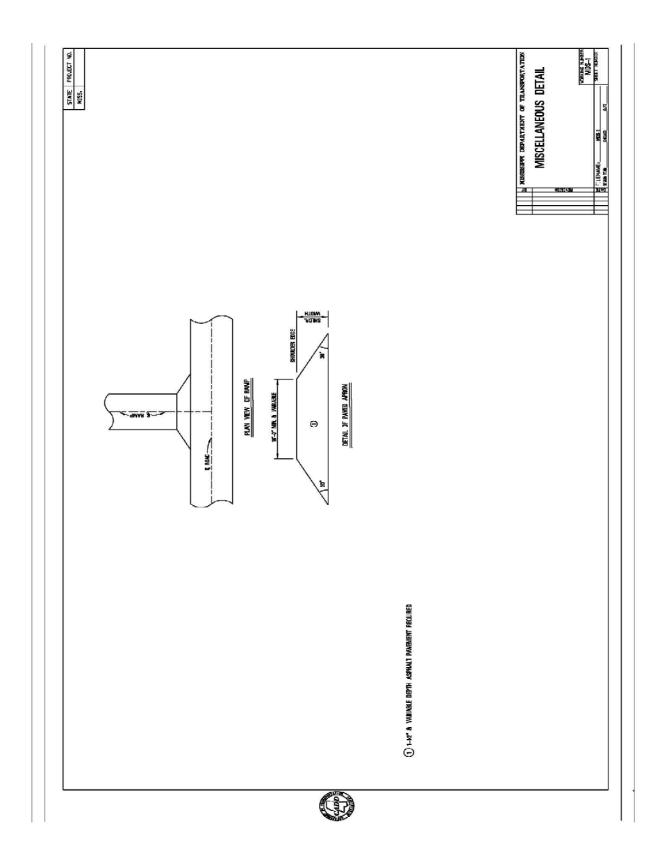
	Sign Quantity		
Pay Item	Description	Unit	Quantity
202-В	Removal of Sign, Including Post and Footing	EA	160
630-A	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	SF	590
630-A	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness	SF	979
630-A	Standard Roadside Signs, Sheet Aluminum, 0.1" Thickness	SF	169
630-C	Square Tube Post, 4.0 lb/ft	LF	930
630-C	Square Tube Post, 2.0 lb/ft	LF	1485
630-G	Type 3 Object Marker, OM-3R or OM-3L	EA	12

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

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

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

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



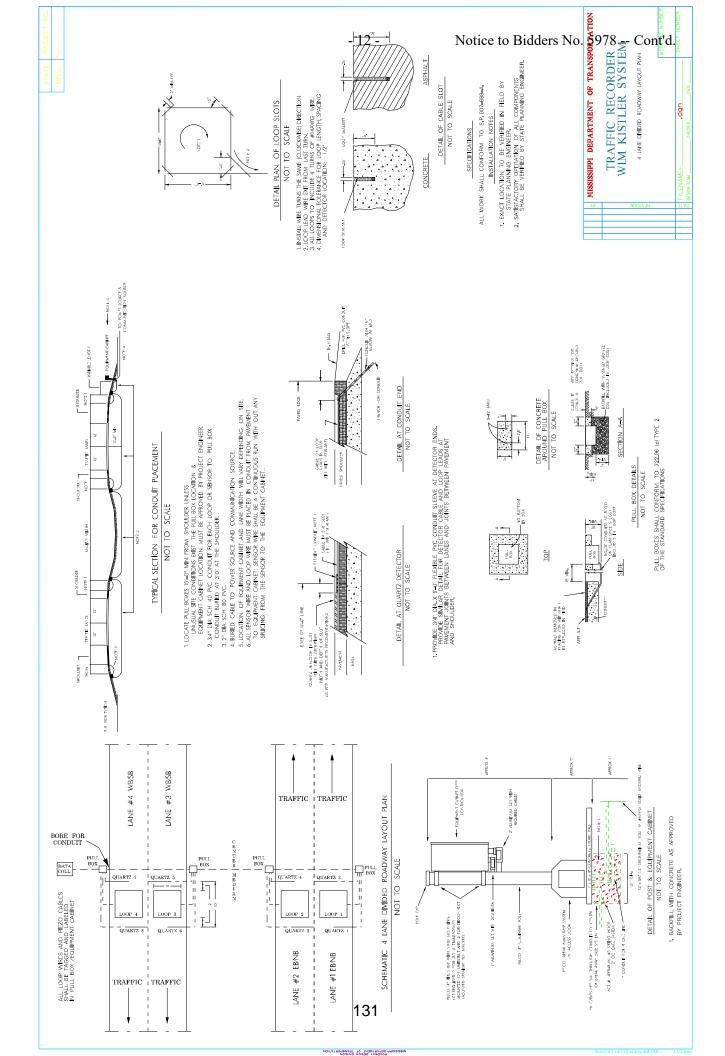
			ost as East		s 2-way traffic			of Pavement"		of Pavement"						st as Yield																		st as East							st as Yield		st as Yield			ost tree	ost tree
Notes			mounted on same post as East		mounted on same post as 2-way traffic			"No Parking within 10 ft of Pavement"	missing	"No Parking within 10 ft of Pavement"			missing			mounted on same post as Yield			missing		route tree	route tree	route tree	route tree	route tree	route tree	route tree	route tree	route tree					mounted on same post as East	missing	missing	missing				mounted on same post as Yield		mounted on same post as Yield			stop sign mount post tree	stop sign mount post tree
Square Tube Post 4.0lb/ft				15																15	15									15		15			15			15	15					15	15	15	
Square Tube Post 2.0lb/ft	15	15				15	15	15	15	15	15	15	15	15	15		15	15	15												15	L 7	15	7		15	15			15		15					
Removal of Pipe Post & Footing				1																1	1									1		1						1	1					1	1	1	
Removal U- Channel	1	1				1	1	1		1	1	1		1	1		1	1													1		1	4						1		1					
0.125"	16			16	16		6				6		6							16										13.25		20			16			16	16					16			
0.1"						7.46						7.46		7.46		6																											6				
0.08"		2	4					2	9	2					5.1		2	2	2		2	4	2.19	2	4	2.19	2	4	2.19		5.1	L	c C	4		5.1	3			5.1	3	5.1			3	3	3
Type 3 OM																																															
Size	48"X48"	24"X12"	24"X24"	48"X48"	48"X48"	36" octagon	36"x36"	24"x30"	24"x36"	24"x30"	36"x36"	36" octagon	36"x36"	36" octagon	36" equil. triangle	36"x36"	24"x30"	24"x30"	24"x30"	48"X48"	24"X12"	24"x24"	21"x15"	24"X12"	24"x24"	21"x15"	24"X12"	24"x24"	21"x15"	48" octagon	36" equil. triangle	48"x60"	24 X50	24"x24"	48"X48"	36" equil. triangle	36"x12"	48"X48"	48"X48"	36" equil. triangle	36"x12"	36" equil. triangle	36"x36"	48"X48"	36"x12"	36"x12"	36"x12"
Sign Code	R5-1	M3-2	M1-4	W6-3	R5-1	R1-1	W3-1a	R8-2T	R3-9b	R8-2T	W2-2R	R1-1	W3-1a	R1-1	R1-2	R5-1	W1-8R	W1-8R	W1-8R	W3-1a	M4-5	M1-1	M6-1L	M3-4	M1-4	M6-1L	M3-2	M1-4	M6-1R	R1-1	R1-2	R4-7	K2-1 M3-2	M1-4	R5-1	R1-2	R6-1L	W2-1	R5-1	R1-2	R6-1R	R1-2	R5-1	W3-1a	R6-1L	R6-1R	R6-1L
Sign Description	Do Not Enter	East	U.S. Route Marker (82)	Two-Way Traffic	Do Not Enter	36" Stop	Stop Ahead Symbol	No Parking 10 ft	Center Lane Only	No Parking 10 ft	Side Road Right	36" Stop	Stop Ahead Symbol	36" Stop	Yield	Do Not Enter	Chevron Symbol	Chevron Symbol	Chevron Symbol	Stop Ahead Symbol	To	Interstate Route Marker (55)	Left Arrow (WHITE/BLUE)	West	U.S. Route Marker (82)	Left Arrow (BLACK/WHITE)	East	U.S. Route Marker (82)	Right Arrow (BLACK/WHITE)	48" Stop	Yield	Keep Right	Speed Limit 55	U.S. Route Marker (82)	Do Not Enter	Yield	One Way	Crossroad Ahead	Do Not Enter	Yield	One Way	Yield	Do Not Enter	Stop Ahead Symbol	One Way	One Way	One Way
Lane	L/R	R/R	R/R	R/R	R/R	R/R	R/R	R/R	R/R	R/R	R/R	R/R	R/R	R/R	R/R	R/R	R/R	R/R	R/R	R/R	R/R	R/R	R/R	R/R	R/R	R/R	R/R	R/R	R/R	R/R	R/R	L/R	R/R P/P	R/R	Ľ/R	L/R	R/R	R/R	L/R	L/R	L/R	R/R	R/R	R/R	R/R	R/R	R/R
Station #	1316+70	1316+80	1316+80	1320+00	1320+00	1321+80	1321+80	1324+20	1325+00	1329+00	1330+50	1334+40	1334+40	1336+60	1340+50	1340+50	1340+50	1340+50	1340+50	1340+50	1340+50	1340+50	1340+50	1340+50	1340+50	1340+50	1340+50	1340+50	1340+50	1340+50	1340+50	1341+75	1345+70	1346+65	1350+00	1350+75	1352+50	1356+70	1362+00	1362+75	1362+75	1362+80	1362+80	1362+80	1362+80	1362+80	1362+80

Notes	stop sign mount post tree	stop sign mount post tree										stop sign mount post tree				mounted below town route sign			east bound exit ramp loop	mounted on same post as Stop Ahead	east bound exit ramp loop	mounted on same post as Stop Ahead	east bound exit ramp loop	amer contract bound state	east bound entrance ramp (missing)	east bound entrance ramp	east bound entrance ramp (missing)		mounted on same post as East					mounted on same post as Yield													
Square Tube Post 4.0lb/ft				15	15	15					15	15						15				15			15		15					1,	CT									15	15				15
Square Tube Post 2.0lb/ft			15				15	15	15	15						15	15						15	15					15	15	15	15	15	15	15	15	15	15	15	15				15	15		
Removal of Pipe Post & Footing	4			1	1	1					1	1						1				1			1		1					,	7									1	1				1
Removal U- Channel			1				1	1	1	1						1	1			2	2		1	1					1	1	Τ,	1	-	1	1	1		1		1				1	1		
0.125"	13.25			70	16	16					16			13.25				16				28			16		16					1,0	QΤ									16	16				16
0.1"																										8.75		8.75																		6	
0.08"		5	5.1				3	5	5	5		3	3		5	5.1	3		6				5	2					5	5	5	2	٦	5	5	5	5	5	5	2	4			3	5.1		
Type 3 OM																				2	2																										
Size	48" octagon	30"x24"	36" equil. triangle	48"x60"	48"X48"	48"X48"	36"x12"	24"x30"	24"x30"	24"x30"	48"X48"	36"x12"	36"x12"	48" octagon	30"x24"	36" equil. triangle	36"x12"	48"X48"	36"x36"			48"x84"	24"x30"	24"x30"	48"x48"	42"x30"	48"x48"	42"x30"	24"x30"	24"x30"	24"x30"	24"x30"	40 X40	24"x30"	24"x30"	24"x30"	24"x30"	24"x30"	24"x30"	24"X12"	24"x24"	48"x48"	48"X48"	36"x12"	36" equil. triangle	36"x36"	48"X48"
Sign Code	R1-1	R6-3	R1-2	R2-1	W2-2R	R5-1	R6-1L	W1-8R	W1-8R	W1-8R	W3-1a	R6-1R	R6-1L	R1-1	R6-3	R1-2	R6-1L	W8-13	D9-2	OM-3L&R	OM-3L&R	W13-6	W1-8R	W1-8R	W3-1a	R5-1a	W3-1a	R5-1a	W1-8R	W1-8R	W1-8R	W1-8K	W4-1K	W1-8L	W1-8L	W1-8R	W1-8R	W1-8R	W1-8R	M3-2	M1-4	W8-13	R5-1	R6-1R	R1-2	R5-1	W3-1a
Sign Description	48" Stop	Divided Highway	Yield	Speed Limit 65	Side Road Right	Do Not Enter	One Way	Chevron Symbol	Chevron Symbol	Chevron Symbol	Stop Ahead Symbol	One Way	One Way	48" Stop	Divided Highway	Yield	One Way	Bridge May Ice	Hospital	Type 3 OM's	Type 3 OM's	EXIT 20 M.P.H (LOOP)	Chevron Symbol	Chevron Symbol	Stop Ahead Symbol	Wrong Way	Stop Ahead Symbol	Wrong Way	Chevron Symbol	Chevron Symbol	Chevron Symbol	Chevron Symbol	Werge Right	Chevron Symbol	Chevron Symbol	Chevron Symbol	Chevron Symbol	Chevron Symbol	Chevron Symbol	East	U.S. Route Marker (82)	Bridge May Ice	Do Not Enter	One Way	Yield	Do Not Enter	Stop Ahead Symbol
Lane	R/R	R/R	R/R	R/R	R/R	L/R	R/R	R/R	R/R	R/R	R/R	R/R	R/R	R/R	R/R	L/R	R/R	R/R	R/R	L/R & R/R	L/R & R/R	SE Loop	SE Loop	SE Loop	SE Loop	SE Loop	SE Loop	SE Loop	K/K SE Pamp	SE Ramp	SE Ramp	SE Ramp	SE Ramp	SE Ramp	SE Ramp	R/R	R/R	R/R	L/R	L/R	R/R	R/R	R/R				
Station #	1362+80	1362+80	1362+80	1366+70	1369+30	1373+35	1375+40	1375+40	1375+40	1375+40	1375+40	1375+40	1375+40	1375+40	1375+40	1384+25	1384+45	1392+40	1396+45	1398+45	1403+80	16+44	16+44	16+44	16+44	16+44	16+44	16+44	16+44	16+44	16+44	16+44	1410+95	103+72	Ι.			103+72	103+72	1423+65	1423+65	1427+95	1429+45	1430+05	1430+40	1430+40	1430+40

		st tree	st tree	st tree	st tree						s One Way		t as Yield			st tree	st tree	st tree	st tree				is One Way		is One Way			t as Yield					t as Yield		:	as One Way				ree	ree	ree	st tree	st tree	st tree			_
Notes		stop sign mount post tree						mounted on same post as One Way		mounted on same post as Yield			stop sign mount post tree				mounted on same post as One Way		mounted on same post as One Way			mounted on same post as Yield					mounted on same post as Yield		-	mounted on same post as One Way				one way / yield tree	one way / yield tree	one way / yield tree	stop sign mount post tree	stop sign mount post tree	stop sign mount post tree									
Square Tube Post 4.0lb/ft	15	15					15		15					15	15	15					15									15	15								15								15	15
Square Tube Post 2.0lb/ft						15				15		15								15		15		15		15	15		15			15		15	TS		15	15		15			15			15		
Removal of Pipe Post & Footing	1	1					1		1	1		1		1	1	1					1									1	1								1								1	_
Removal U- Channel						1		2												1		1		1		1	1		1			1		1,	_		1			1			1			1		
0.125"				13.25			16		16					16				13.25			20									16	20								16								16	16
0.1"													6																															7.46				
0.08"	3	3	3		5	5.1				3	5.1	5.1			3	3	3		5	5.1		3	5.1	3	5.1	3	5.1	3	3			5.1	3	e c	3	5.1	3	က		3	3	5.1	3		5	3		
Туре 3 ОМ								2																																								
Size	36"x12"	36"x12"	36"x12"	48" octagon	30"x24"	36" equil. triangle	48"x48"		48"x48"	36"x12"	36" equil. triangle	36" equil. triangle	36"x36"	48"x48"	36"x12"	36"x12"	36"x12"	48" octagon	30"x24"	36" equil. triangle	48"x60"	36"x12"	36" equil. triangle	36"x12"	36" equil. triangle	36"x12"	36" equil. triangle	36"x12"	36"x12"	48"x48"	48"x60"	36" equil. triangle	36"x12"	36"x12"	36"X12"	36" equil. triangle	36"x12"	36"x12"	48"x48"	36"x12"	36"x12"	36" equil. triangle	36"x12"	36" octagon	30"x24"	36"x12"	48"x48"	48"×48"
Sign Code	R6-1L	R6-1R	R6-1L	R1-1	R6-3	R1-2	W2-2R	OM-3L&R	R5-1	R6-1R	R1-2	R1-2	R5-1	W3-1a	R6-1L	R6-1R	R6-1L	R1-1	R6-3	R1-2	R2-1	R6-1L	R1-2	R6-1L	R1-2	R6-1L	R1-2	R6-1L	R6-1L	W2-1	R2-1	R1-2	R6-1L	R6-1L	K6-1L	R1-2	R6-1L	R6-1R	R5-1	R6-1L	R6-1R	R1-2	R6-1R	R1-1	R6-3	R6-1L	W8-13	R5-1
Sign Description	One Way	One Way	One Way	48" Stop	Divided Highway	Yield	Side Road Right	Type 3 OM's	Do Not Enter	One Way	Yield	Yield	Do Not Enter	Stop Ahead Symbol	One Way	One Way	One Way	48" Stop	Divided Highway	Yield	Speed Limit 65	One Way	Yield	One Way	Yield	One Way	Yield	One Way	One Way	Crossroad Ahead	Speed Limit 65	Yield	One Way	One Way	One Way	Yield	One Way	One Way	Do Not Enter	One Way	One Way	Yield	One Way	36" Stop	Divided Highway	One Way	Bridge May Ice	Do Not Enter
Lane	R/R	R/R	R/R	R/R	R/R	R/R	R/R	L/R & R/R	L/R	L/R	L/R	R/R	R/R	R/R	R/R	R/R	R/R	R/R	R/R	R/R	R/R	L/R	L/R	L/R	L/R	R/R	L/R	L/R	R/R	R/R	1/1	R/L	R/L	1/1	K/L	R/L	1/1	R/L	R/L	R/L	R/L	R/L	ľΓ	1/1	1/1	1/1	ľΓ	R/I
Station #	1430+40	1430+40	1430+40	1430+40	1430+40	1430+40		1435+45	1439+15	1439+65	1439+80	1440+00	1440+00	1440+00	1440+00	1440+00	1440+00	1440+00	1440+00	1440+00	1444+90	1449+60	1449+60	26+25	56+25	09+95	09+59	09+59	66+40	67+85	08+99	96+30	96+30	65+70	0/+95	26+70	26+35	49+80	47+25	46+60	46+60	46+60	46+40	46+40	46+40	1449+50	1444+25	1441+40

Notes		mounted on same post as Yield	stop sign mount post tree	stop sign mount post tree	stop sign mount post tree (missing)					missing	mounted below town route sign	west bound exit ramp	west bound exit ramp	mounted on same post as Stop Ahead	west bound exit ramp	mounted on same post as Stop Ahead				west bound entrance ramp loop			route tree	route tree	route tree	route tree										mounted on same post as Yield		mounted on same post as Yield			stop sign mount post tree							
Square Tube Post 4.0lb/ft							15					15	15		15		15	15		15										15								15	15	15	15					15	15	15
Square Tube Post 2.0lb/ft	15		15			15			15	15									15		15	15	15	15	15	15	15							15	15	15	15					15		15				
Removal of Pipe Post & Footing	9						1					1	1		1		1	1		1										1								1	1	1	1					1	1	1
Removal U- Channel	1		1			1		2	1										1		1	1	1	1	1	1	1	2	2					1	1	1	1					1		1				
0.125"							16					20	16		16		16	16		28															•			16	20	70	16					16		
0.1"				7.46										8.75		8.75																		6											6			
.80'0	5.1	3	3		5	3			5.1	3	6								5		5	5	5	5	5	5	5			2	4	2	4		3	5.1	3					5.1	3	5.1			3	3
Type 3 OM								2																				2	2																			
Size	36" equil. triangle	36"x12"	36"x12"	36" octagon	30"x24"	36"x12"	48"x48"		36" equil. triangle	36"x12"	36"x36"	48"x60"	48"x48"	42"x30"	48"x48"	42"x30"	48"x48"	48"x48"	24"x30"	48"x84"	24"x30"			24"X12"	24"x24"	24"X12"	24"x24"	36"x36"	36"x12"	36" equil. triangle	36"x12"	48"x48"	48"x60"	48"x60"	48"x48"	36" equil. triangle	36"x12"	36" equil. triangle	36"x36"	48"x48"	36"x12"	36"x12"						
Sign Code	R1-2	R6-1R	R6-1R	R1-1	R6-3	R6-1L	W2-2L	OM-3L&R	R1-2	R6-1L	D9-2	W13-2	W3-1a	R5-1a	W3-1a	R5-1a	W4-1R	W8-13	R6-2R	W13-7	W1-8R	OM-3L&R	OM-3L&R	M3-4	M1-4	M4-5	M1-1	R5-1	R6-1R	R1-2	R6-1L	W2-1	R2-1	R2-1	R5-1	R1-2	R1-6R	R1-2	R5-1	W3-1a	R6-1L	R6-1R						
Sign Description	Yield	One Way	One Way	36" Stop	Divided Highway	One Way	Side Road Left	Type 3 OM's	Yield	One Way	Hospital	EXIT 40 M.P.H	Stop Ahead Symbol	Wrong Way	Stop Ahead Symbol	Wrong Way	Merge Right	Bridge May Ice	One Way	Ramp 20 M.P.H (LOOP)	Chevron Symbol	Type 3 OM's	Type 3 OM's	West	U.S. Route Marker (82)	То	Interstate Route Marker (55)	Do Not Enter	One Way	Yield	One Way	Crossroad Ahead	Speed Limit 55	Speed Limit 55	Do Not Enter	Yield	One Way	Yield	Do Not Enter	Stop Ahead Symbol	One Way	One Way						
Lane	R/L	R/L	1/1	1/1	1/1	1/1	1/1	R/L & L/L	R/L	1/1	L/L	NE Ramp	NE Ramp	NE Ramp	NE Ramp	NE Ramp	ľΓ	L/L	R/L	NE Loop	R/L & L/L	R/L & L/L	1/1	ľΙ	ľΓ	ľΓ	R/L	R/L	R/L	L/L	T/L	R/L	1/1	R/L	R/L	R/L	1/1	1/1	1/1	1/1	ľΙ							
Station #	1440+95	1440+95	1440+45	1440+45	1440+45	1440+25	1440+15	1437+20	1430+95	1430+00	1422+25	395+12	395+12	395+12	395+12	395+12	1413+30	1411+60	1408+20	99+86	99+86	99+86	99+86			99+86	99+86	1406+75	1400+40	1391+50	1391+50	1391+50	1391+50	1386+50	1386+30	1386+30	1374+60	1371+20	1366+70	1366+70	1364+20	1364+15	1364+15	1362+90	1362+90	1362+90	1362+90	1362+90

Notes	stop sign mount post tree	stop sign mount post tree	stop sign mount post tree	missing	Vehicular traffic sign warning		missing	missing	mounted on One Way post (missing)	same mount 36" Stop (missing signs)	same mount 36" Stop (missing signs)	same mount 36" Stop (missing signs)	missing						mounted on same post as 2-way traffic			route tree	route tree	route tree	route tree		(2) post support one sign					"No Parking within 10 ft of Pavement"		mounted on same post as JCT	"No Parking within 10 ft of Pavement"				
Square Tube Post 4.0lb/ft					15		15							15	15		15	15		15		15									15						15		930
Square Tube Post 2.0lb/ft				15		15		15		15			15			15					15					15	30	15	15	15		15	15		15	15		15	1485
Removal of Pipe Post &	FOOTING				1									1	1		1	1		1		1									1						1		62
Removal U- Channel						1				1						1					1					1	2	1	1	1		1	1		1	1		1	86
0.125"		13.25			16		16							16	16		16	16	16												16						20		978.5
0.1"											7.46									12	7.46						8									7.46			168.68
"80'0	3		2	5.1		5		3	5.1	3		2	3			5						2	4	2	4	9		5	9	1.5		2	2.19	4	5			5	589.76
Туре 3 ОМ																																							12
Size	36"x12"	48" octagon	30"x24"	36" equil. triangle	48"x48"	24"x30"	48"x48"	36"x12"	36" equil. triangle	36"x12"	36" octagon	30"x24"	36"x12"	48"x48"	48"x48"	24"x30"	48"x48"	48"x48"	48"x48"	48"x24"	36" octagon	24"X12"	24"x24"	24"X12"	24"x24"	24"x36"	48"x24"	24"x30"	24"x36"	12"x18"	48"x48"	24"x30"	21"x15"	24"x24"	24"x30"	36" octagon	48"x60"	24"x30"	
Sign Code	R6-1L	R1-1	R6-3	R1-2	N/A	R2-5c	R5-1	R1-6R	R1-2	R1-6R	R1-1	R6-3	R1-6L	W6-2	W6-2	R2-1	R5-1	W6-3	R5-1	W1-6L	R1-1	M3-4	M1-4	M4-5	M1-1	R3-9b	W1-7	R2-1	R3-9b	R7-1	W6-1	R8-2T	M2-1	M1-1	R8-2T	R1-1	R4-7	R2-1	
Sign Description	One Way	48" Stop	Divided Highway	Yield	TRUCK ENTRANCE	Speed Zone Ahead	Do Not Enter	One Way	Yield	One Way	36" Stop	Divided Highway	One Way	Divided Highway Ends	Divided Highway Ends	Speed Limit 45	Do Not Enter	Two-Way Traffic	Do Not Enter	Warning Arrow Left	36" Stop	West	U.S. Route Marker (82)	70	Interstate Route Marker (55)	Center Lane Only	Left Right Arrow	Speed Limit 45	Center Lane Only	No Parking Any Time	Divided Highway Ahead	No Parking 10 ft	JOf	Interstate Route Marker (55)	No Parking 10 ft	36" Stop	Keep Right	Speed Limit 45	TOTALS:
Lane	1/1	1/1	1/1	1/1	1/1	1/1	R/L	R/L	R/L	1/1	1/1	1/1	1/1	R/L	1/1	1/1	R/L	1/1	1/1	L/L	L/L	1/1	1/1	1/1	1/1	1/1	1/1	1/1	L/L	1/1	1/1	1/1	1/1	1/1	L/L	L/L	R/L	L/L	
Station #	1362+90	1362+90	1362+90	1362+90	1360+90	1359+50	1353+00	1352+50	1352+50	1351+82	1351+82	1351+82	1350+00	1345+80	1345+80	1344+20	1344+05	1341+20	1341+20	1341+00	1340+30	1339+50	1339+50	1339+50	1339+50	1337+25	1334+95	1334+20	1331+35	1330+60	1328+00	1326+00	1324+55	1324+55	1324+00	1322+25	1320+65	1319+30	



SECTION 904 - NOTICE TO BIDDERS NO. 6050 CODE: (SP)

**DATE:** 6/26/2024

**SUBJECT: ARPA Funded Projects** 

**PROJECT:** NH-0011-02(093) / 108264301 – Montgomery County

Bidders are hereby advised of the Federal requirements for ARPA Funded Projects. Special attention is called to Section 902 of the contract documents.

"General Decision Number: MS20240126 01/05/2024

Superseded General Decision Number: MS20230126

State: Mississippi

Construction Type: Highway

Counties: Grenada, Humphreys, Montgomery, Quitman and

Tallahatchie Counties in Mississippi.

#### HIGHWAY CONSTRUCTION PROJECTS

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

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

- |. Executive Order 14026 generally applies to the contract.
- 1. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.

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

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

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

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

Modification Number

Publication Date 01/05/2024

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## SUMS2010-049 08/04/2014

	Rates		Fringes
CARPENTER (Form Work Only)\$	13.99	**	0.00
CARPENTER, Excludes Form Work\$	14.03	**	0.00
CEMENT MASON/CONCRETE FINISHER\$	14.09	**	0.00
ELECTRICIAN\$	21.80		7.93
HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck)\$	14.11	**	0.00
INSTALLER - GUARDRAIL\$	11.42	**	0.00
INSTALLER - SIGN\$	11.73	**	0.00
IRONWORKER, REINFORCING\$	16.29	**	0.00
LABORER: Common or General, Including Asphalt Raking, Shoveling, Spreading and Concrete Work\$	10, 40	**	0.00
			0.00
LABORER: Flagger\$			0.00
LABORER: Grade Checker\$			0.00
LABORER: Landscape\$	9.77	**	0.00
LABORER: Mason Tender - Cement/Concrete\$	11.08	**	0.00
LABORER: Pipelayer\$	11.34	**	0.00
LABORER: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper\$	12.93	**	0.00
OPERATOR: Asphalt Spreader\$	16.03	**	0.00
OPERATOR: Backhoe/Excavator/Trackhoe\$	13.38	**	0.00
OPERATOR: Broom/Sweeper\$	10.77	**	0.00
OPERATOR: Bulldozer\$	13.67	**	0.00
OPERATOR: Concrete Saw\$	12.95	**	0.00
OPERATOR: Crane\$	21.25		0.00
OPERATOR: Distributor\$	12.38	**	0.00
OPERATOR: Drill\$	19.22		0.00
OPERATOR: Grader/Blade\$	14.44	**	0.00
OPERATOR: Grinding/Grooving Machine\$	15.94	**	0.00 13 <i>4</i>

/9/24, 8:13 AM		SAM.gov
OPERATOR:	Loader \$ 12.21 **	0.00
OPERATOR:	Mechanic	0.00
OPERATOR:	Milling Machine\$ 18.16	0.00
OPERATOR:	Oiler \$ 12.33 **	0.48
OPERATOR: Aggregate,	Paver (Asphalt, and Concrete)\$ 12.69 **	0.00
OPERATOR:	Piledriver \$ 15.13 **	0.00
OPERATOR:	Roller (All Types)\$ 11.51 **	0.00
OPERATOR:	Scraper \$ 12.96 **	0.00
OPERATOR:	Tractor 11.46 **	0.00
OPERATOR:	Trencher 15.00 **	0.00
TRUCK DRIV	ER: Flatbed Truck\$ 12.64 **	0.00
TRUCK DRIV	ER: Lowboy Truck\$ 13.80 **	0.00
TRUCK DRIV	ER: Mechanic\$ 14.08 **	0.00
	ER: Off the Road \$ 12.29 **	0.00
TRUCK DRIV	ER: Water Truck\$ 10.89 **	0.00
TRUCK DRIV	ER: Dump Truck (All \$ 11.71 **	0.00
Truck	ER: Semi/Trailer \$ 15.29 **	0.00

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

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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 assors

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

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

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

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

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

#### Union Rate Identifiers

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

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

### Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION"

#### **SUPPLEMENT TO FORM FHWA-1273**

**DATE:** 07/26/2022

**SUBJECT:** Federal Contract Provisions for Subcontracts

## **Federal Contract Provisions for Subcontracts**

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

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

# REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

#### **ATTACHMENTS**

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

#### I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 6. Training and Promotion:

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

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

- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- 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. Wage rates and fringe benefits. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- b. Frequently recurring classifications. (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:
  - (i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

- (ii) The classification is used in the area by the construction industry; and
- (iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- (2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.
- c. Conformance. (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:
  - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is used in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- (3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to <a href="mailto:DBAconformance@dol.gov">DBAconformance@dol.gov</a>. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- (4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to <a href="mailto:DBAconformance@dol.gov">DBAconformance@dol.gov</a>, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- (5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

- under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- d. Fringe benefits not expressed as an hourly rate. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- e. Unfunded plans. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

#### 2. Withholding (29 CFR 5.5)

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

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

#### 3. Records and certified payrolls (29 CFR 5.5)

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

- agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.
- (2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at https://www.dol.gov/sites/dolgov/files/WHD/ legacy/files/wh347/.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.
- (3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
  - (i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;
  - (ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
- (4) Use of Optional Form WH–347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

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

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

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

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

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

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.
- **6. Subcontracts**. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.
- 9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- **10. Certification of eligibility**. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of <u>40 U.S.C. 3144(b)</u> or § 5.12(a).

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

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

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

#### 3. Withholding for unpaid wages and liquidated damages

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

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

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

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)
- the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
  - (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
  - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.
- 2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).
- 5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

#### **VII. SAFETY: ACCIDENT PREVENTION**

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

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

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

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

- e. The terms "covered transaction," "debarred,"
  "suspended," "ineligible," "participant," "person," "principal,"
  and "voluntarily excluded," as used in this clause, are defined
  in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200.
  "First Tier Covered Transactions" refers to any covered
  transaction between a recipient or subrecipient of Federal
  funds and a participant (such as the prime or general contract).
  "Lower Tier Covered Transactions" refers to any covered
  transaction under a First Tier Covered Transaction (such as
  subcontracts). "First Tier Participant" refers to the participant
  who has entered into a covered transaction with a recipient or
  subrecipient of Federal funds (such as the prime or general
  contractor). "Lower Tier Participant" refers any participant who
  has entered into a covered transaction with a First Tier
  Participant or other Lower Tier Participants (such as
  subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<a href="https://www.sam.gov/">https://www.sam.gov/</a>). 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.

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#### 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 (<a href="https://www.sam.gov/">https://www.sam.gov/</a>), 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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# 4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

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

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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	
Non-SMSA Counties: George, Greene	Chickasaw, yette, Lee, Panola, allahatchie,
Attala, Choctaw, Claiborne, Clarke, Copial Franklin, Holmes, Humphreys, Issaquena, Jefferson Davis, Jones Kemper, Lauderdal Leake, Lincoln, Lowndes, Madison, Nesho Noxubee, Oktibbeha, Scott, Sharkey, Simp Warren, Wayne, Winston, Yazoo	Jasper, Jefferson, e, Lawrence, oba, Newton, oson, Smith,
Forrest, Lamar, Marion, Pearl River, Perry Walthall	27.7
Adams, Amite, Wilkinson	30.4

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

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

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

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

(12/04/2018)

CODE: (IS)

#### SPECIAL PROVISION NO. 907-101-1

**DATE:** 07/20/2023

**SUBJECT:** Definitions and Terms

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

<u>907-101.01--Abbreviations</u>. After the abbreviation API on page 1, add the following.

APL Approved Products List

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

AWPA American Wood Protection Association

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

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

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

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

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

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

CODE: (IS)

#### SPECIAL PROVISION NO. 907-102-2

**DATE:** 11/22/2017

**SUBJECT: Bidding Requirements and Conditions** 

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

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

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

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

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

CODE: (IS)

#### SPECIAL PROVISION NO. 907-105-2

**DATE:** 07/20/2023

**SUBJECT:** Control of Work

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

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

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

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

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

CODE: (IS)

#### SPECIAL PROVISION NO. 907-106-1

**DATE:** 10/25/2022

**SUBJECT:** Control of Materials

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

After Subsection 106.13 on page 47, add the following.

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

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

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

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

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

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

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

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

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

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

### **SPECIAL PROVISION NO. 907-108-4**

CODE: (SP)

**DATE:** 10/07/2020

**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. 907-109-5

**DATE:** 11/14/2023

**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.

<u>907-109.04.2--Force Account Agreement.</u> Delete the last sentence of subparagraph (c) in Subsection 109.04.2 on page 91, and substitute the following.

An amount will be added equal to fifteen percent (15%) of the sum thereof, excluding sales tax.

Delete subparagraph (d) in Subsection 109.04.2 on pages 91 & 92, and substitute the following.

(d) **Equipment.** Equipment used for force account work shall be of sufficient size and type necessary to perform the required work in an economic and expeditious manner. The Contractor must provide the manufacturer, make, model, year, type of fuel and other necessary information to determine proper hourly payment rates. Subject to advance approval of the Engineer, actual transportation cost for a distance of not more than 200 miles will be reimbursed for equipment not already on the project.

For equipment authorized by the Engineer for use on the force account work, the Engineer will use the equipment rental rates from the "Rental Rate Blue Book" as published on the Equipment Watch website <a href="www.equipmentwatch.com">www.equipmentwatch.com</a> for the time period the force account work is authorized to determine payment to the Contractor. The maximum allowable rates

#### are determined as follows:

- 1. The hourly equipment rate will equal the FHWA total hourly rate. This rate takes into account adjustment factors for age and region.
- 2. The hourly estimated operating costs have been included in the FHWA total hourly rate.
- 3. The idle and standby rates shall be as listed in the "*Rental Rate Blue Book*" as reported by *Equipment Watch*.
- 4. These rates include the basic machine plus any necessary attachments.

Standby rates shall apply when equipment is not in operation and is approved by the Engineer to standby for later use to complete the work. Idle rates shall apply to equipment located on the project and the engine is burning fuel but no ground engaging or other components are actively engaged in meaningful work. In general, idle or standby rates shall apply when equipment is not in use, but will be needed again to complete the work and the cost of moving the equipment will exceed the accumulated standby cost. If the idle standby cost should exceed the equipment moving cost to or from the work site, the Contractor will be entitled to the moving cost only. Idle or standby rates will be used under the following conditions:

- 1. The equipment is totally dedicated to the force account work and not used intermittently on other work.
- 2. Idle or standby cost will be considered only after equipment has been operated on force account work.
- 3. The sum of idle or standby time and operating time shall not exceed eight (8) hours per day or 40 hours in a week.
- 4. Idle or standby payment will not apply to days not normally considered to be work days such as holidays, weekends, or days of inclement weather when no other work is taking place.

The Department will not pay for idle or standby time when equipment is inoperable, for time spent repairing equipment, or for the time elapsed after the Engineer has advised the Contractor that the equipment is no longer needed. The Department will determine if it will be more cost effective to pay standby time on approved equipment on site or for multiple mobilizations.

If equipment is needed, which is not included in the *Rental Rate Blue Book* as reported by *Equipment Watch*, the Department and Contractor will agree upon reasonable rental rates in writing before the equipment is used.

All equipment shall be subject to approval from day to day in accordance with the requirements of Subsection 108.05.

### 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

#### **SPECIAL PROVISION NO. 907-413-2**

CODE: (SP)

**DATE:** 05/09/2023

**SUBJECT:** Cleaning and Sealing Joints and Cracks

Section 413, Cleaning and Sealing Joints and Cracks, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

### 907-413.03--Construction Requirements.

## 907-413.03.3--Sawing and Sealing Transverse Joints in Asphalt Pavement.

<u>907-413.03.3.4--Sealing.</u> Delete the last sentence of the last paragraph of Subsection 413.03.3.4 on page 333, and substitute the following.

Poured joint sealing material shall only be placed when the air temperature is within the limits specified by the manufacturer.

<u>907-413.05--Basis of Payment</u>. Delete the last pay item listed on page 336, and substitute the following.

907-413-E: Sawing and Sealing Transverse Joints in Asphalt Pavement - per linear foot

CODE: (SP)

#### SPECIAL PROVISION NO. 907-414-1

**DATE:** 05/02/2017

**SUBJECT:** Polymer Modified Asphalt Rejuvenating Scrub Seal

Section 907-414, Scrub Seal, is hereby added to and made a part of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

## SECTION 907-414 -- POLYMER MODIFIED ASPHALT REJUVENATING SCRUB SEAL

<u>907-414.01--Description.</u> This work shall consist of, but not be limited to, furnishing all labor, materials, equipment and transportation for the application of a polymer modified asphalt rejuvenating scrub seal. All ingredients shall be properly proportioned, mixed, and spread on the paved surface in accordance with this Specification and as directed by the Engineer.

#### 907-414.02--Materials.

<u>907-414.02.1--Aggregate</u>. Unless otherwise noted, the aggregate material shall be one of the seal aggregate cover materials listed in and meeting the requirements of Subsection 703.14 of the Standard Specifications.

<u>907-414.02.2--Asphalt Emulsion for Scrub Seal.</u> The asphalt emulsion for scrub seal shall meet the requirements of the following table and shall be composed of a polymer modifier, a petroleum based rejuvenating agent, and asphalt.

Test on Emulsion	Method	Specification				
		(min)	(max)			
Viscosity @77 (SFS)	AASHTO T 59	50	350			
Residue, w% (1)	AASHTO T 59	60	-			
Storage Stability, 24 h, %	AASHTO T 59	-	1.0			
Sieve, w%	AASHTO T 59		0.1			
Oil distillate, w%	AASHTO T 59		0.5			
Test on Residue <sup>(1)</sup>						
Viscosity @ 140°F, P	AASHTO T 202	-	3000			
Penetration @ 4°C (39.2°F),	AASHTO T 59	30	-			
200 g, 60 sec						
Test on Polymer Modifier						
Swelling in rejuvenating	ASTM D 471 <sup>(2)</sup>	-	40%			
agent, %; 48 hours exposure	Modified		intact film			
@ 104°F						
Test on Rejuvenating Agent						
Flash point, COC, °F	AASHTO T 48	380	-			
Viscosity @ 140°F, CST	AASHTO T 201	50	175			
Saturate, % by weight	ASTM D 2007	-	30			
Asphaltenes	ASTM D 2007	-	1.0			
Test on Residue						
Weight Change, %			6.5			
Viscosity Ratio			3			

- (1) Exception to AASHTO T59: Bring the temperature on the lower thermometer slowly to 350°F plus or minus 10°F. Maintain at this temperature for 20 minutes. Complete total distillation in 60 plus or minus 5 minutes from first application of heat.
- (2) Polymer Modifier Testing: Suitable substrate for film formation shall be polyethylene boards, silicone rubber sheeting, glass, or any substrate which produces a cured film of uniform cross-section. Polymer film shall be prepared from latex as follows:

Resistance to Swelling: Polymer films shall be formed by using a 50 mil drawdown bar and drawing down 50 mils of the latex on polyethylene boards. Films shall be cured for 14 days at 75°F and 50% humidity. Samples for resistance to swelling in rejuvenating agent shall be 1" by 2" rectangles cut from the cured film. Cut at least 3 specimens for each sample to be tested for swelling. Fill 3- 8 oz ointment tins with at least a ½" deep of rejuvenating agent. Swelling samples shall be weighed and then placed in the ointment tins on top of the rejuvenating agent. Then, add at least another ½" deep of rejuvenating agent over each of the latex samples. The ointment tins shall be covered and placed in an oven at 104°F for the specified 48 hours +/- 15 minutes. The ointment tins are allowed to cool to 75°F and then the latex films are removed from the tins. Unabsorbed rejuvenating agent is removed from the intact latex film by scraping with a rubber policeman and blotting with paper towels. If the latex film does not remain intact during removal from the tins or while removing the unabsorbed rejuvenating agent the sample shall be rejected. After the rejuvenating agent is removed from the samples they are then weighed. Percent swelling is reported as weight increase of the polymer film; report mass increase as a percent by weight of the original latex film mass upon exposure of films to the rejuvenating agent.

When a fog seal is required, the asphalt emulsion shall meet the requirements of Subsection 702.07.

**907-414.02.2.1--Certification and Acceptance.** The Emulsion supplier shall submit a certification that the polymer modified rejuvenating emulsion meets the requirements of the specification. The certification shall be submitted to the Engineer prior to starting the work. The Engineer will sample the polymer modified rejuvenating emulsion according to Department procedures. Final acceptance of the emulsion for scrub seal will be based on the Manufacturer's Certification and testing conducted by the Department.

907-414.03--Construction Requirements. The attached sign drawings shall be used during scrub seal operations. Prior to any sealing operation, the rectangular "Loose Rock" signs shall be installed and remain in place until all sealing operations are complete. Prior to any daily sealing operation, the portable "Loose Rock" signs shall be installed in accordance with the attached drawings. Portable signs shall be installed and remain in place on a daily basis in the active sealing area. Payment for signs shown on the sign detail drawings shall be made under pay item no. 618-A, Maintenance of Traffic.

<u>907-414.03.1--Preparation.</u> The work shall be done in the following order: Prepare the pavement surface; apply the asphalt emulsion for scrub seal and scrub the applied emulsion with a scrub broom as specified herein; apply the aggregate, roll the aggregate, broom the aggregate with a secondary broom when specified; and sweep up and dispose of excess aggregate. Excess aggregate shall be removed from the project unless otherwise approved by the Engineer.

Prior to the scrub seal operation, the Contractor shall remove any and all vegetation within the limits of the scrub seal installation. The use of herbicides will be allowed at the discretion of the Engineer.

If used, the herbicide shall be applied at least 10 days prior to the scrub seal operation, or as directed by the manufacturer of the approved herbicide. The application of the herbicide shall be performed in accordance with all applicable regulations. Any and all fines or clean-up costs for unlawful misuse or discarding of herbicides shall be the sole responsibility of the Contractor. Mixtures and spread rates for the herbicides shall be determined by the manufacturer's specifications. Wash down of equipment or discarding of herbicides shall not enter catch basins or positive drainage facilities.

Prior to the scrub seal operation, the Contractor shall remove all existing thermoplastic striping, thermoplastic legends and raised pavement markers within the scrub seal limits. Removal shall be performed to the satisfaction of the Engineer.

Prior to the scrub seal operation, all drain inlet covers, monument covers, and all other utility covers shall be protected from the Contractor's scrub seal operations by applying a sheet of plastic over the exposed facilities, or other methods approved by the Engineer. All traces of plastic, residual emulsion and aggregate shall be removed from covered objects after the application of the scrub seal and/or prior to final inspection of the project.

Immediately prior to the scrub sealing operations, the Contractor shall sweep the entire pavement surface.

<u>907-414.03.2--Application.</u> The scrub seal shall be applied from edge of pavement to edge of pavement. The edges of the scrub seal application shall be maintained in a neat and uniform line. Scrub seal shall not be applied on concrete gutters or pads unless directed by the Engineer.

The application of the asphalt emulsion for scrub seal shall be applied only when the ambient and pavement temperatures are above 70°F.

The asphalt emulsion for scrub seal shall be applied with a distributor truck at the following target rates. The actual emulsion application rate shall be determined from the surface demands and aggregate used. Any adjustments of the application rate shall be approved by the Engineer, and manufacturer's representative if necessary.

The optimum application rate of bituminous material is dependent on the chosen seal aggregate gradation as well as the condition of the pavement in which the bituminous surface treatment is to be applied. The application rate of the bituminous material may be adjusted by the Engineer based on field conditions at the time of construction. Following are target application rates for bituminous material.

Seal Aggregate Gradation	Bituminous Material	Target Application Rate (gal/yd²)	Tolerance		
Size No. 7	Emulsified Asphalt	0.33	<u>+</u> 0.03		
Size No. 8 or 89	Emulsified Asphalt	0.30	<u>+</u> 0.03		

Note: Emulsified Asphalt shall not be diluted. A sample of emulsified asphalt should be obtained from the Contractor's distributor on the first day of production and thereafter at a frequency not to exceed 1 sample per 50,000 gallons. Because the time between sampling of the emulsified asphalt and the testing of the material can affect the test results, samples should be sent to the MDOT Central Lab for testing as soon as possible.

The asphalt emulsion for scrub seal temperature when applied shall be a minimum of 140° to 180°F. For smaller areas, the emulsion may be applied with a wand. The emulsion shall be immediately broomed to fill cracks and voids. The emulsion scrub broom shall be as described below.

Immediately following the application of the emulsion to the road surface, the material shall be scrubbed with a scrub broom for the purpose of forcing the emulsion into the existing surface and distributing the emulsion evenly over variable road surface contours.

The application of the asphalt emulsion for scrub seal and scrub broom operation shall cease 40 feet prior to the end of the application. The remaining asphalt emulsion for scrub seal shall be dragged out by the scrub broom, and the remaining emulsified material required to complete the pass shall be applied only by the distributor truck, at the specified rate.

Immediately following the scrubbing of emulsion, aggregate shall be applied at the following application rates.

The actual aggregate application rate shall be as required by the surface demands and the emulsion used. The rate shall be adjusted, within the specified limit, up or down so that no "bleed through" occurs during rolling.

During the first day of production and at least once a week thereafter, the application rate of the aggregate shall be verified by the Department to assure that the appropriate application rate of the aggregate is applied. The rate can be verified by placing a tarp of at least 1.0 yd² area on the roadway surface. After allowing the aggregate spreader to pass over the tarp, the aggregate on the tarp should be collected and weighed to determine the weight of aggregate. The measured weight should then be compared to the target weight calculated using the following formula.

```
W = 0.85(G_{sb})(U_w)(R)(A)(e)
```

Where:

W = target weight of aggregate in lbs.

G<sub>sb</sub> = bulk specific gravity of aggregate

 $U_w$  = Unit weight of water at  $70^{\circ}F = 62.3$  lbs./ft<sup>3</sup>

R = target application rate in  $ft^3/yd^2$ 

 $A = area of tarp in yd^2$ 

e = air voids in loose aggregate = 0.4

 $G_{sb}$  for gravel = 2.650  $G_{sb}$  for limestone = 2.700

Note: Bulk specific gravities of expanded clay and steel slag should be obtained from the seal aggregate supplier.

Upon determining the target weight, it should be compared to the actual measured weight. If the difference in the target weight and the actual measured weight is over 2.5 pounds, the aggregate distributor should be adjusted such that the spread rate is within the above tolerance. The above procedure shall be repeated until the spread rate is within the allowable tolerance.

If at any point during production, excessive aggregate is noted, the aggregate application rate should be verified and the spread rate adjusted. The intent is to minimize the amount of excess aggregate. Excess aggregate removed from the roadway surface after brooming shall be removed from the job site and should not be reused in the aggregate operation.

The dry aggregate shall be spread uniformly to cover the bituminous material with the quantity of mineral aggregate specified by the Engineer. All deficient areas shall be covered by additional material. All excess cover material shall be removed from the surface and stockpiled or used as directed.

A minimum of two self-propelled pneumatic-tired rollers shall be used for the required rolling of the aggregate. The pneumatic-tired rollers shall be in good working condition and actively rolling at all times during the scrub seal operation. The pneumatic-tired rollers shall be minimum 5-ton rollers. The pneumatic-tired rollers shall be operated in such a manner to prevent the dislodging of newly applied aggregate.

If specified, a fog seal will be placed at a rate of 0.11 gallons per square yard, or as directed by the Project Engineer. The fog seal shall not be placed until after final brooming.

<u>907-414.03.3--Stockpile Sites.</u> Sites for stockpiles of materials shall be grubbed and cleaned prior to storing the aggregates, and the ground shall be firm, smooth, and well drained.

907-414.03.4--Equipment. The following equipment shall be used for the scrub-seal operations.

- A. <u>Asphalt Distributor</u>. The asphalt distributor for application of the emulsion shall have a full circulation spray bar that is adjustable to at least sixteen feet (16') wide in two (2) feet increments and capable of heating and circulating the emulsion simultaneously. It must have computerized rate control for adjusting and controlling the application from the cab within 0.01 gallons per square yard increments. The distributor shall also be equipped with a volume measuring device and a thermometer for measuring the emulsion temperature in the tank.
- B. <u>Scrub Broom</u>. A scrub broom as described herein shall be used to scrub the emulsion after application. The scrub broom frame shall be constructed of metal. The scrub broom shall be attached to and pulled by the distributor truck. The scrub broom must be equipped with a means of raising and lowering the scrub broom at desired points. It shall be towable in the elevated position to the next area of construction. The weight of the broom assembly shall be such that it does not squeegee the emulsion off the roadway surface.

The main body of the scrub broom shall have a frame size as shown in the drawing at the end of this special provision. The nearest and furthest members, paralleling the back of the distributor truck, and diagonal members shall be equipped with street brooms. The leading member and the trailing member shall have broom heads angled at 10 to 15 degrees off the centerline of the supporting member. The diagonal members shall have broom heads attached in line with the centerline of the supporting member. Each individual street broom attached to the scrub broom assembly shall be 3.5 inches wide x 6.5 inches high x 16 inches long and have stiff nylon bristles. Bristle height is to be maintained at a minimum of five inches (5"). The scrub broom shall be equipped with hinged wing assemblies attached to the main body not to exceed 4.5 feet per side, with diagonals and equipped with street brooms. The purpose of the maximum rigid frame width and the hinged wing extensions is not only for maximum width of 16 feet but to maintain the scrubbing process evenly as contours and cross-sections change across the existing road surface.

C. <u>Aggregate Spreader</u>. A self-propelled aggregate spreader with front discharge that can evenly distribute aggregate.

- D. Roller. A minimum of two (2) pneumatic rollers weighing at least five (5) tons each.
- E. Power Broom. Two (2) mechanically powered kick-brooms or vacuum type brooms.

<u>907-414.03.5--Opening to Traffic.</u> Unless otherwise advised, the Contractor's operations shall be schedule such that all lanes of traffic are open to the traveling public at the end of each day. Considering time needed for curing and preparation prior to opening traffic, the Contractor should not apply bituminous material two (2) hours before dusk, or longer, to allow sufficient time for bonding of the aggregates.

After the scrub seal has been rolled and the bituminous material has cured a minimum of one (1) hour, or longer if necessary to sufficiently hold the aggregate in place, the Contractor shall perform an initial brooming operation consisting of lightly sweeping excess aggregate material from the surface. After the initial brooming has been completed, public traffic will be allowed on the roadway.

Immediately the next morning, a final brooming shall be performed to remove any remaining excess aggregate material from the previous day's seal operation.

<u>907-414.04--Method of Measurement.</u> Scrub seal shall be measured by the square yard.

Accepted quantities for asphalt for fog seal will be measured by the gallon as prescribed in Subsection 109.01. Unless otherwise specified, distributor tank measurement will be used. The volume of material over five percent (5%) above the quantity ordered for each shot will be deducted from measured quantities, except that 15 percent will be allowed for irregular areas where hand spraying is necessary.

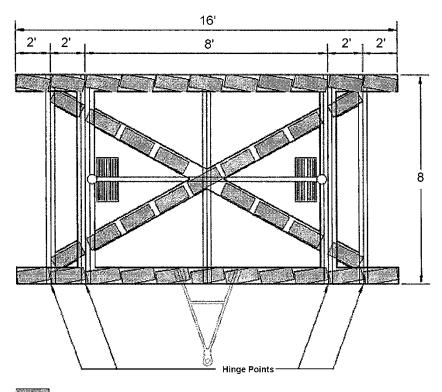
<u>907-414.05--Basis of Payment.</u> Scrub seal, measured as prescribed above, will be paid for at the contract bid price per square yard, which shall be full compensation for furnishing all labor, materials, equipment, temporary markers, vegetation removal, cleaning of the surface, presweeping, post-sweeping, doing all the work involved in mixing, applying and protecting the polymer modified asphaltic rejuvenating scrub seal, and all incidentals necessary to complete the work.

Asphalt for fog seal will be paid for at the contract unit price per gallon, which shall be full compensation for furnishing all labor, materials, equipment, applying and protecting the fog seal, and all incidentals necessary to complete the work.

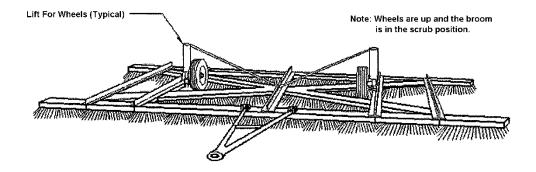
Payment will be made under:

907-414-A: Scrub Seal - per square yard

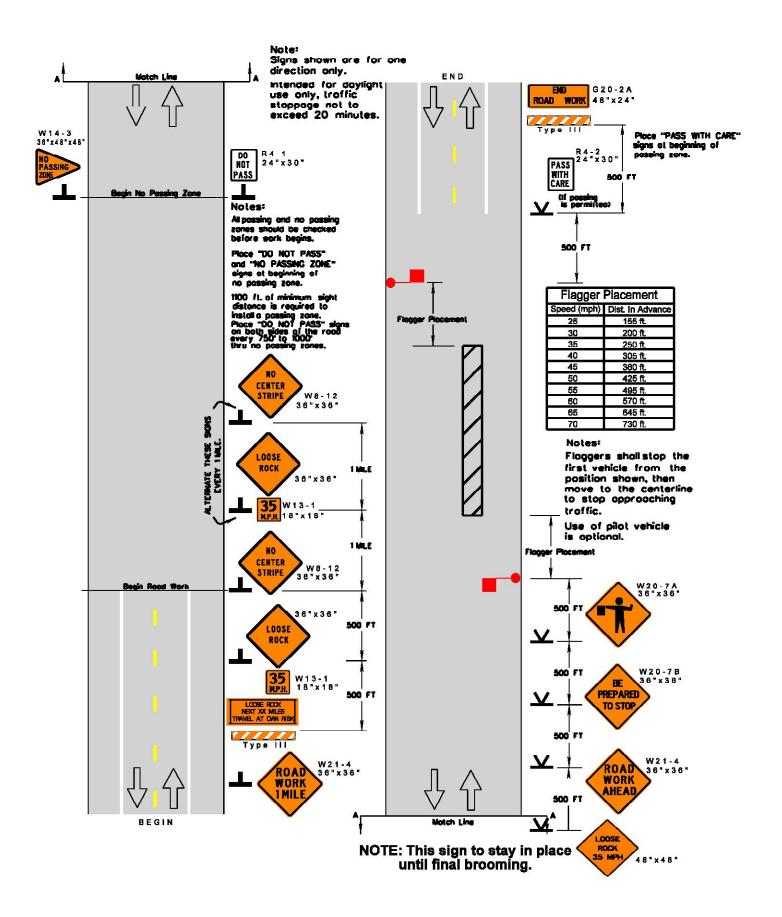
907-414-B: Asphalt for Fog Seal - per gallon

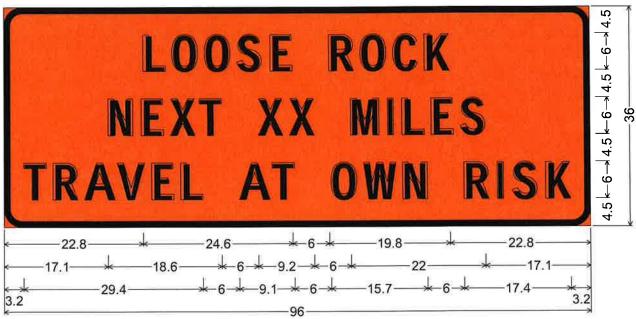


Street Broom w/ Nylon Bristles



**Scrub Broom** 



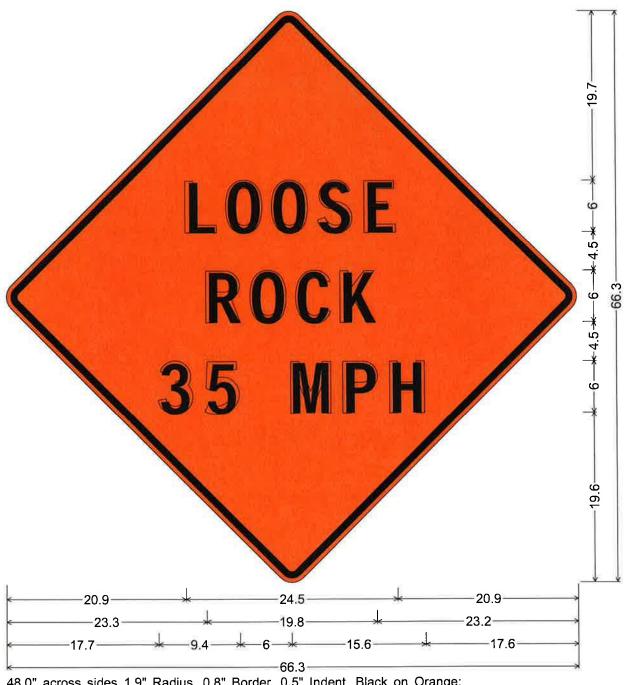


3.0" Radius, 1.0" Border, Black on Orange;

"LOOSE ROCK" D; "NEXT XX MILES" D; "TRAVEL AT OWN RISK" D;

Table of letter and object lefts.

<b>L</b> 22.8	<b>0</b> 27.	6	<b>0</b> 33.0	<b>S</b> 38.3	<b>E</b> 43	.7 R	3.4	<b>0</b> 58.	<b>C</b> 63	3.9	<b>K</b> 69.	0						
<b>N</b> 17.1	<b>E</b> 22.	5 2	<b>(</b> 27.3	<b>T</b> 32.1	<b>X</b> 41.	<b>X</b> 7 46	.9	<b>M</b> 56.9	63	.0	<b>L</b> 65.3	<b>E</b> 7	0.1	<b>S</b> 74.	9			
<b>T</b> 3.2	<b>R</b> 8.0	<b>A</b> 13.	.2 18	3.6 <b>E</b>	4.2	L 29.0	<b>A</b> 38	3.6	<b>r</b> 44.0	<b>0</b> 53	3.7	<b>W</b> 59.	0 6	<b>I</b> 55.4	<b>R</b> 75.4	I 80.9	<b>S</b> 83.2	<b>K</b> 88.6



48.0" across sides 1.9" Radius, 0.8" Border, 0.5" Indent, Black on Orange;

"LOOSE" D; "ROCK" D; "35 MPH" D;

Table of letter and object lefts.

<b>L</b>	<b>0</b>	<b>0</b>	<b>S</b>	<b>E</b>
20.9	25.7	31.0	36.4	41.8
<b>R</b>	<b>0</b>	<b>C</b>	<b>K</b>	
23.3	28.4	33.8	38.9	
<b>3</b>	<b>5</b>	M	<b>P</b>	<b>H</b>
17.7	23.1	33.1	39.2	44.6

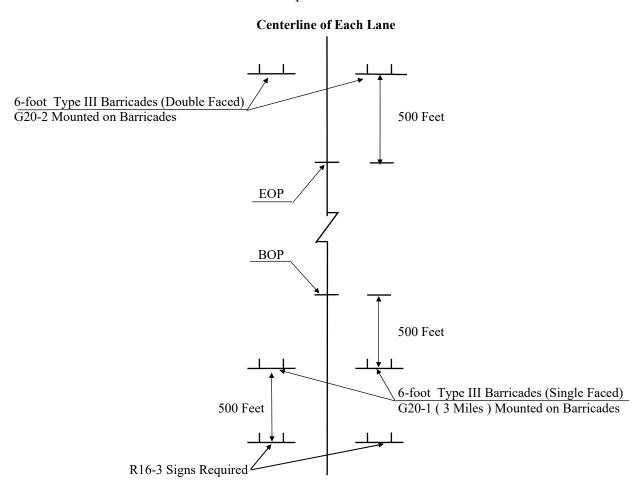
#### **SUPPLEMENT TO SPECIAL PROVISION NO. 907-618-4**

DATE: 05/30/2024

PROJECT: NH-0011-02(093) / 108264301 -- Montgomery County

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

Additional traffic control devices will be required as follows.

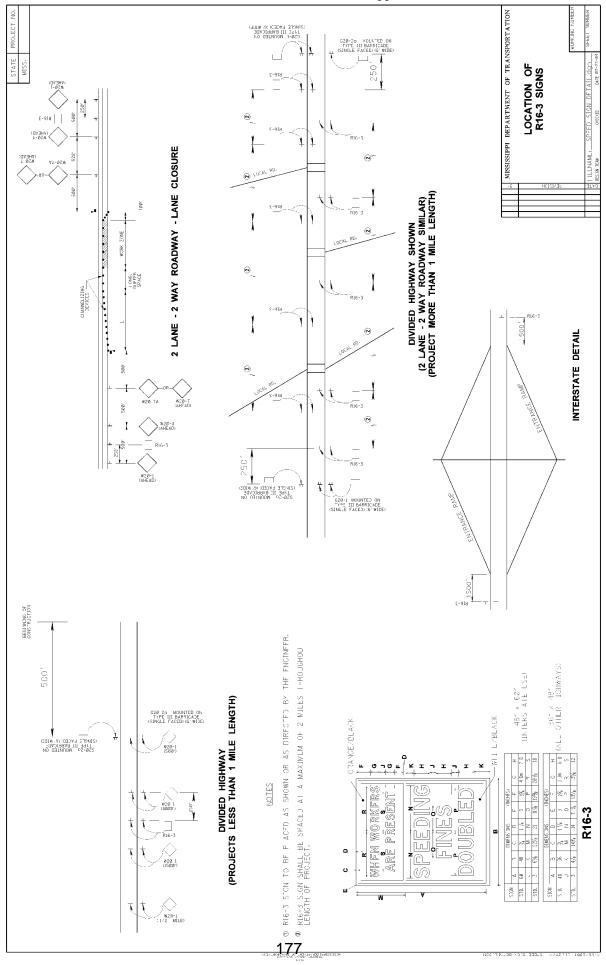


#### ADDITIONAL TRAFFIC CONTROL SIGNS REQUIRED:

- **20** W20-1 "AHEAD" signs required. One (1) sign is required at each local road or street entering the project.
- 12 R16-3 "SPEEDING FINES DOUBLED" signs required.

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

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



CODE: (SP)

#### SPECIAL PROVISION NO. 907-618-4

**DATE:** 02/01/2018

**SUBJECT: Additional Signing Requirements** 

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

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

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

CODE: (SP)

### SPECIAL PROVISION NO. 907-618-12

**DATE:** 05/03/2024

**SUBJECT:** Traffic Control Management

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

### 907-618.01--Description.

<u>907-618.01.2--Traffic Control Management.</u> Delete subparagraph (g) of Subsection 618.01.2 on page 441, and substitute the following.

g) Perform a minimum of once-a-week inspections from the Notice to Proceed until a Partial or Final Maintenance Release is obtained. Once work begins, daily daytime inspections and weekly nighttime inspections are required on projects with predominantly daytime work, and daily nighttime inspections and weekly daytime inspections are required on projects with predominantly nighttime work. Weekly inspections will be allowed for periods outside of active construction. When lane closures are present or any non-fixed signs or traffic handling devices such as cones or barrels are in place, inspections shall be performed daily whether work is being performed or not.

<u>907-618.05--Basis of Payment</u>. Delete pay item 618-A on page 449 and substitute the following.

907-618-A: Maintenance of Traffic - lump sum

SPECIAL PROVISION NO. 907-688-2

CODE: (SP)

DATE: 1/09/2018

**SUBJECT:** Traffic Recorder Weigh-In-Motion (WIM) System

Section 907-688, Traffic Recorder WIM System, is hereby added to and made a part of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

### **SECTION 907-688 – TRAFFIC RECORDER WIM SYSTEM**

907-688.01--Description. This work consists of furnishing Traffic Recorder WIM Systems of the types specified which includes assembling, constructing, erecting, and installing a new complete system in conformity with these specifications to insure properly operating units in accordance with the designs and at the locations shown on the plans, or as directed. This axle detector system should classify and weigh vehicles in all lanes. Submittals shall be sent directly to the Planning Analysis section of the Planning Division with a copy of the cover letter sent to the Project Engineer. The submittals will be returned within a seven (7) business day period from when they are received.

The Contractor shall include all hardware and software necessary to operate the field station unattended, which includes a battery backup and modem. The station is to operate continuously without human intervention.

The system may be a Traffic Recorder WIM Kistler System (907-688-A) or a Traffic Recorder WIM Brass Linguini (BL) Piezo System (907-688-B). The type of system shall be defined in the plans or contract documents.

The Traffic Recorder WIM Kistler System shall utilize two (2) Kistler quartz sensor strips as utilized by Mikros RAKTEL 8010 System or latest system as approved by MDOT and one (1) loop per lane in all lanes as recommended by the manufacturer.

The Traffic Recorder WIM Brass Linguini (BL) Piezo System shall utilize two (2) Class 1 BL Piezo strips as utilized by Mikros RAKTEL 8010 System or latest system as approved by MDOT and one (1) loop per lane in all lanes as recommended by the manufacturer.

The person(s) performing the installation of the Mikros RAKTEL Piezo Classification System must be certified by Mikros or an authorized Mikros representative in the installation procedures of the Mikros RAKTEL Piezo Classification System and must be on the job site at each installation when the Mikros RAKTEL Systems are being installed. Certification can be acquired from Mikros or an authorized Mikros representative as long as a certified Mikros representative is on site to assist during the installation. Details regarding Mikros certification can be acquired through direct communication with Mikros or an authorized Mikros representative. Any delays in the construction due to the certification process will not be grounds for an extension of the completion date.

A multiplexer shall be required for sites utilizing two (2) Mikros RAKTEL Systems in order for both systems to have access to one phone line.

The Contractor shall provide three (3) copies of all manuals on Installation, Operating, Schematics, and Maintenance for the entire System.

The sensors, equipment cabinet, inductive loops, cables, leads, and electronic hardware and software will be furnished, installed, tested, calibrated and made operational by the Contractor. The Contractor shall provide all services required for construction, tests, the satisfactory performance period(s), and miscellaneous usage on this project until the site inspection of the project. Deposits, customer charges, connection cost, etc., associated with the System up to and including the date of the site inspection (Subsection 907-688.03.18.1--Site Inspection) of the System shall be the responsibility of the Contractor. At least five (5) business days prior to starting work, the Contractor shall provide notice to the MDOT Planning Division and the MDOT Project Office so that a representative of the Planning Division can be on site while the work is being performed.

<u>907-688.02--Materials.</u> The materials used in the traffic recorder WIM system shall conform with the requirements of these specifications as set out herein. Prior to the scheduled start of work, the Contractor shall provide the Engineer with submittals on the following items and shall obtain the Engineer's approval before starting affected work. The Contractor shall use new materials and equipment. Any existing traffic counting equipment at the site is the sole property of the MDOT and shall not be removed by the Contractor.

<u>907-688.02.1--Sensors.</u> For Traffic Recorder WIM BL Piezo Systems, vehicle axle detectors shall utilize piezoelectric cable in a sensor assembly and be of a type that has been shown to be successful for vehicle classification in both asphaltic and portland cement concrete pavements. BL Piezo sensor length shall be eleven (11) feet minimum. Sensors as delivered from manufacturer shall include a shielded transmission cable of sufficient length for a continuous run to the equipment cabinet without splicing. Piezoelectric Cable/Sensors shall be as those utilized by Mikros RAKTEL 8010 System or latest system as approved by MDOT. Sensitivity dispersion shall be Class  $1, \pm 5\%$ .

For Traffic Recorder WIM Kistler Systems, the Kistler Quartz Cable/Sensors shall be utilized and be of a type that has been shown to be successful on other MDOT projects for weigh-in-motion in both asphaltic and portland cement concrete pavements. Kistler Quartz sensor length shall be six (6) feet minimum. Sensors as delivered from manufacturer shall include a shielded transmission cable of sufficient length for a continuous run to the equipment cabinet without splicing. All Kistler Quartz Sensors shall be grounded using AWG # 8 stranded copper, green jacketed ground wire. The ground wire shall be of sufficient length for a continuous run from the sensor to the equipment cabinet without splicing. Kistler Quartz Cable/Sensors shall be as those utilized by Mikros RAKTEL 8010 System or latest system as approved by MDOT.

<u>907-688-02.2--Shielded Transmission Cable.</u> Coaxial cable type RG58 C/U shall conform to IMSA 50-2 for polyethylene insulated, polyethylene jacketed cable, AWG #14. Cable shall meet the requirements of Section 636 for the Standard Specifications.

<u>907-688.02.3--Conduit and Pull Boxes.</u> Conduit and pull boxes shall meet the requirements of Sections 647 & 668 of the Standard Specifications.

<u>907-688.02.3.1--Under Roadways.</u> Conduit under the roadway shall be Schedule 80 PVC or coated rigid galvanized steel.

<u>907-688.02.3.2--Other Conduit.</u> Other conduit shall be Schedule 40 PVC, direct buried conduit unless noted otherwise.

<u>907-688.02.3.3--Pull Boxes.</u> Pull boxes shall be size Type 2 and the cover does not require words inscribed on the top.

<u>907-688.02.4--Loop Wire.</u> Loop wire, IMSA 51-3, AWG #14 stranded copper, shall meet the requirements of Subsection 722.03 of the Standard Specifications.

<u>907-688.02.5--Loop Sealant.</u> Loop sealant shall be "Traffic Loop Sealant" as manufactured by 3M Corporation, or approved equal.

<u>907-688.02.6--Sensor Cement.</u> The sensor assembly shall be cemented into the pavement with sand – epoxy grouting of a type recommended by the sensor manufacturer for Traffic Recorder WIM Kistler Systems and with epoxy resin of a type recommended by the sensor manufacturer for Traffic Recorder WIM BL Piezo Systems.

<u>907-688.02.7--Equipment Cabinet</u>. The installation and setup of the equipment cabinet and all its applications must comply with all requirements of the plans. The Contractor will install the equipment cabinet along the highway right of way at a location approved by the Engineer. The equipment cabinet shall utilize a locking door. The housing shall be positioned so that the data collector will be approximately four (4) feet above the ground and mounted on a pole as depicted in the plans. Lightning protection shall be provided for each installation. A 5/8-inch by 12-foot ground rod shall be used with AWG #6 copper conductors. Class B concrete shall be used for equipment cabinet footings and 4'x6'x4" concrete work pad as described in the plans.

<u>907-688.03--Construction Requirements.</u> The general layout of the work shall conform to the detail shown on the typical installation plans and shall be verified at each location with the Project Engineer. No hazards, such as open holes on site during construction, shall be left overnight.

All traffic control shall meet the requirements as defined in the most updated Manual on Uniform Traffic Control Devices.

<u>907-688.03.1--Manufacturer's Recommendations.</u> Sensors must be installed in accordance with the approved procedures and specifications provided by the sensor manufacturer. All sensors and connecting cables shall be positioned and installed to assure compatibility with the inductive loops to provide electrical signals for vehicle classification.

<u>907-688.03.2--Conflicts.</u> Conflicts between any piece of equipment, which if installed as shown in relation to any previously installed equipment that may impair the proper operation of that equipment, shall be resolved by the Contractor as approved by the Engineer.

<u>907-688.03.3--Conduit Runs.</u> The number of conductors, conduits and fittings necessary to produce an operative system as specified herein shall be provided by the contractor. All joints, connections, etc. shall be completely water and moisture tight. Shielded transmission cable and wire leads shall be installed in conduit from paved shoulders to pull boxes.

<u>907-688.03.4--Slots in Pavement.</u> All slots required in pavement and paved shoulders shall be saw cut with diamond blade power saw. Edges shall be straight, smooth and true. Depth shall be uniform.

907-688.03.4.1--Loop Slots. Slots for loop wire shall be ½-inch minimum width. Slot depth shall be 2½ inches in asphalt and ½ inches in concrete. Diagonal slots shall be cut at corners by overlapping cuts so that the entire slot intended for wire has full depth. There shall be no jagged edges or protrusions which may damage wire. When the top lift of asphalt is an Open Graded Friction Course, the loops shall be cut in the top immediate lift beneath the open graded friction course.

<u>907-688.03.4.2--Cable Slots.</u> Slots for cable shall be protected by a foam tube layer below the bitumen protective layer and be 0.32-inch width ( $\pm 1/16$ ") and 3.15-inch depth for Traffic Recorder WIM Kistler Systems and 3/8-inch width ( $\pm 1/16$ ") and 2½-inch depth for Traffic Recorder WIM BL Piezo Systems. To ensure that the slots are full depth, all turns and overlay cuts shall not exceed 45 degrees. There shall be no jagged edges or protrusions which may damage cable. Cable leads from each sensor shall be run in individual saw cut slots at a minimum spacing of 12 inches.

<u>907-688.03.4.3--Sensors Slots.</u> Slots for sensors shall be of the width and depth specified by the sensor manufacturer. Cavity of sensor slots may be made with chisel between saw cut sides, but the bottom shall be smooth and level without protrusions. In overlays of four inches (4") or less, the slot shall extend to the top of the course below the overlay. Before placing sensor, the slot shall be cleaned with compressed air.

<u>907-688.03.5--Loop Assemblies.</u> Inductive loop assemblies shall meet the requirements of Section 635 of the Standard Specifications.

<u>907-688.03.6--Inspection.</u> Pavement slots shall be inspected at time of sensor and cable installation. Surfaces shall be clean and dry, free of all dust, grit, moisture and other contaminants that might affect sealant or cement bond.

<u>907-688.03.6.1--Sensor Check.</u> Prior to final installation, sensor assembly shall be placed in position in slot and inspected for compliance with manufacturer's requirements as to clearance, surface alignment, etc. Sensor output shall be checked using an oscilloscope or other test equipment recommended by the sensor manufacturer. For Kistler sensors, a Kistler test kit must also be used to ensure each sensor output is within acceptable range per manufacturer recommendation before use.

<u>907-688.03.6.2--Cable Inspection.</u> The cable shall not have any cuts, nicks, abrasions or breaks in the insulation at the time of filling slot with sealant. Any sensor having defects in the shielded transmission cable shall be replaced.

<u>907-688.03.6.3--Loop Inspection.</u> The loop wire shall not have any cuts, nicks, abrasions or breaks in the insulation before or after installation in the slot. Loop inductance shall be 124 microhenries.

907-688.03.7--Sensor Installation. For Traffic Recorder WIM Kistler Systems, approved sand/epoxy grouting shall completely fill the cavity spaces and surround all three sides of the sensor assembly. To insure that there are no voids under the sensor assembly the sensor shall first be removed after installation inspection, the slot partially filled with epoxy, then the sensor pressed into position and the side cavities filled to the pavement surface before the bottom epoxy has hardened. Sensor installation shall be protected from traffic until sand/epoxy grouting is sufficiently cured. The person(s) performing the installation of the Kistler quartz sensors must be certified by Kistler in the installation procedures of Kistler quartz sensors and must be on the job site at each installation when the quartz sensors are being installed. Certification can be acquired from Kistler as long as a certified Kistler representative is on site to assist during the installation. Details regarding Kistler certification can be acquired through direct communication with Kistler. Any delays in the construction due to the certification process will not be grounds for an extension of the completion date.

For Traffic Recorder WIM BL Piezo Systems, approved epoxy cement shall completely fill the cavity spaces and surround all four sides of the sensor assembly. All excess encapsulate shall be removed from pavement surface and sensor to conduit to prevent damage during installation. Sensor installation shall be protected from traffic until epoxy cement is sufficiently cured.

<u>907-688.03.8--Sleeves.</u> Flexible sleeve or other protection shall be provided for shielded cable at sensor ends to prevent damage. The Contractor shall take care to insure that the sleeve is not filled with epoxy cement. In addition, the Contractor shall provide flexible sleeve, approximately 12 inches long, at pavement construction joints including joints between lanes and between pavement and paved shoulder.

<u>907-688.03.9--Cable and Wire Installation.</u> The cable or lead wires shall be placed in the bottom of the slot so that there are no kinks, curls, straining or stretching of the insulation. The two loop lead wires shall be twisted two to five turns per foot before placement in the slot. Special care shall be taken in seating the cable and wire so that the insulation will not be broken or abraded. No sharp tools such as screwdriver or metal object shall be used for this operation.

<u>907-688.03.9.1--Conditions.</u> The Contractor shall install the sealant in strict adherence to the manufacturer's recommendation and these specifications. No sealant shall be installed during inclement weather or under any condition which might introduce moisture into the pavement slots.

<u>907-688.03.9.2--Sealant.</u> The viscosity of the sealant shall be such that it can be readily placed in the slot, completely surround the wires, displace all air and fill the slot so that the sealant is flush with the roadway surface. The finished installation shall be waterproof and present a neat workmanlike appearance. Minimum required clearance shall be maintained to cable and wire.

907-688.03.9.3--Protection. The sealant shall be sufficiently hardened before opening to traffic.

<u>907-688.03.10--Cleaning.</u> All excess encapsulate and sealant shall be removed from pavement surface, inductive loop, and sensor after installation. A hand grinder shall be used to smooth out rough or high areas that might affect sensor operation.

<u>907-688.03.11--Tags.</u> Each shielded transmission cable and pair of lead wires shall be uniquely identified by an insulated, waterproof tag in every pull box.

<u>907-688.03.12--Trenching and Backfilling.</u> All trenching shall be done by mechanical means and all sides shall be straight and vertical. Width of trenches shall not exceed eight (8) inches on either side of placed conduits. All backfill shall be made with a friable material, which has been approved by the Engineer. Material shall be placed in compacted lifts as approved by the Engineer. The site, including shoulders and grassing, shall be returned to its original condition.

<u>907-688.03.13--Jacking or Boring.</u> Approved jacking or boring methods shall be used where a conduit must be placed under an existing roadway. Jacking/boring pits shall be kept a minimum of five (5) feet from the edge of shoulder, and care shall be taken not to disturb existing pavement. Excessive use of water or other methods which could undermine pavements shall not be permitted. The jacking/boring site must be returned to its undisturbed state upon completion of the operation. Only experienced labor shall be used for jacking/boring work. Conduit shall be not less than 36 inches below pavement surface.

<u>907-688.03.14--Pull Boxes.</u> The location of the pull boxes must be approved by the Project Engineer. Pull boxes shall be set on 12-inch minimum thickness washed gravel. Holes for drainage shall be provided in bottom of pull box. Conduit entering pull box shall be located so as to leave the major portion of the box clear.

<u>907-688.03.15--Conduit.</u> Conduit shall be laid to a depth of not less than 36 inches below the finished grade, except at conduit ends. All conduits shall be run at least 10 feet outside shoulder unless otherwise approved. One size of conduit shall be used for each run; no reducing couplings will be permitted.

<u>907-688.03.16--Conductor Installation.</u> Before placing shielded cable or wire leads in conduit, the conduit shall be cleaned with compressed air and rigid metal conduit shall be cleaned with a mandrel. Only approved lubricants which will not injure conductor insulation while pulling cables shall be used.

<u>907-688.03.17--Plant Establishment.</u> Any areas of vegetation disturbed during the installation of the WIM, pull boxes, equipment cabinets, etc. shall be graded and grassed / solid sodded to the satisfaction of the Engineer to return the area to its condition prior to construction. It also may be necessary to install temporary erosion control devices during the installation process. Unless pay items for these items of work are included in the bid items, the cost of this work will be included in other items bid.

<u>907-688.03.18--System Acceptance.</u> The Contractor shall be required to demonstrate to the Engineer the satisfactory operation of each device installed on this project.

<u>Calibration.</u> The Contractor shall be required to perform calibration on Traffic Recorder WIM Systems as to conform to the below Planning Division WIM calibration standards. Contractor/Subcontractor must have a representative from the vendor or manufacturer who is knowledgeable of the system to make necessary adjustments to the system during calibration. The Contractor must provide an air ride suspension truck and air ride suspension flatbed trailer (18wheeler weighing approximately 75,000 to 80,000 pounds) along with a driver who is an insured motor carrier for the calibration. Five (5) consecutive passes at the same consistent speed ranging between 50 mph to 60 mph over the sensors are required per lane to set the calibration factors of the sensors. Ten (10) consecutive passes at the same consistent speed ranging between 50 mph to 60 mph over the sensors without any adjustments to meet the tolerance level are required per lane. Each pass over the sensors must be at a constant speed without deceleration or acceleration. The tolerance level must meet 95% probability of conformity for the functional performance requirements for WIM systems for MDOT and be within  $\pm$  10% for the steering weight,  $\pm$  15% for the truck tandem,  $\pm$  15% for the trailer tandem, and  $\pm$  7 for the gross weight. An MDOT representative will be present during the calibration to determine if the tolerance level is met. Calibration shall take place one (1) week after the installation of the BL Piezo sensors and two (2) weeks after the installation of the Kistler sensors as recommended in the Kistler Installation Instructions Manual.

<u>907-688.03.19--Material Warranty.</u> The following warranty stipulations are in addition to those covered by Subsection 106.01 of the Standard Specifications.

<u>907-688.03.19.1--Site Inspection.</u> After meeting the consecutive polling requirement, a site inspection may be made upon completion of an individual site but must be made before the final inspection of the project.

The Contractor, with MDOT's representatives present to verify that the site is working properly, shall test all Traffic Recorder WIM Systems.

Sensors, loops and related components at all sites shall be operational at the final inspection of the project.

<u>Consecutive Polling.</u> All Traffic Recorder WIM Systems shall have polled and transmitted data without any problems for at least 10 consecutive days and data for each day must pass quality control and quality assurance checks prior to site inspection.

<u>907-688.03.19.2--Guarantee.</u> At each location, the Contractor shall warrant and guarantee all sensors, loops and related components for a period of 12 months, beginning at the date of release from maintenance, or partial release from maintenance, of the project.

<u>907-688.03.19.3--Responsibility.</u> It is the intent of the preceding paragraph to provide for equipment that performs as intended by the manufacturer. It is the further intent to obtain from the Contractor a level of workmanship that will assure the Department of an operation system devoid of Contractor laxities. Failure to perform as indicated shall require the Contractor to replace

- per each

in kind or repair, at the Contractor's option, the equipment or workmanship in question. All material and labor cost resulting from the replacement or repair of equipment or correction of poor workmanship shall be at no additional costs to the Department.

<u>907-688.03.19.4--Repairs.</u> The Department shall report any failures and outages to the Contractor. The Contractor will be required to make the necessary repairs within 10 business days of the report. The Contractor shall not be responsible for outages occurring during the 12-month warranty period due to vandalism, traffic accidents, or any problems not related to materials or workmanship. The Contractor will be required to make the necessary repairs for such outages and a reasonable cost for such repair(s) will be borne by the Department.

<u>907-688.03.19.5--Manufacturer's Guarantees.</u> All manufacturer's standard warranties or guarantees for all electrical and mechanical equipment which are provided as customary trade practice shall be made out to the Department and shall begin simultaneously with the commencement of the 12-month warranty period.

<u>907-688.03.19.6--Guarantee of Repairs.</u> This warrantee and guarantee on the fixed or replaced items shall be identical in scope to the warrantee and guarantee in Subsections 907-688.03.19.1 through 907-688.03.19.5.

<u>907-688.04--Method of Measurement.</u> Traffic Recorder WIM system of the type specified, complete in place and accepted, will be measured per each location.

<u>907-688.05--Basis of Payment.</u> Traffic Recorder WIM system, measured as prescribed above, will be paid for at the contract unit price per each, which price shall be full compensation for furnishing, installing, testing and guaranteeing all equipment, and for all materials, labor, equipment, operation, and other incidentals necessary to complete the work.

Payment will be made under:

907-688-A: Traffic Recorder WIM Kistler System, <u>\*</u> - per each

\* Site No. or Location may be specified

907-688-B: Traffic Recorder WIM Brass Linguini (BL) Piezo System, \*

CODE: (IS)

### SPECIAL PROVISION NO. 907-700-1

**DATE:** 10/25/2022

**SUBJECT:** Materials and Tests

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

After Subsection 700.01 on page 713, add the following.

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

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

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

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

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

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

### SPECIAL PROVISION NO. 907-701-3

CODE: (IS)

**DATE:** 05/04/2021

**SUBJECT:** Hydraulic Cement

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

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

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

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

### 907-701.02.1-General.

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

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

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

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

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

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

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

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

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

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

Table 1- Cementitious Materials for Soluble Sulfate Conditions or Seawater

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

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

### 907-701.04--Blended Hydraulic Cement.

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

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

<sup>\*</sup> Type III cement conforming to AASHTO M85 with a maximum 8% tricalcium aluminate (C<sub>3</sub>A) 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)."

<sup>\*\*</sup> 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 Na<sub>2</sub>O 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 <sub>4</sub> )	Cementitious material required
Exposure	sulfate (SO <sub>4</sub> ) 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

<sup>\*</sup> 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	<b>D-7</b>	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

<sup>\*</sup> 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 <sup>2</sup> – 100 percent shall pass the 1-inch sieve for Size 67 used in Class FX concrete.

CODE: (IS)

### SPECIAL PROVISION NO. 907-705-1

DATE: 06/13/2018

**SUBJECT:** Stone Riprap

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

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

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

### SPECIAL PROVISION NO. 907-707-3

CODE: (IS)

**DATE:** 10/27/2021

**SUBJECT:** Joint Materials

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

### 907-707.02--Joint Filler.

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

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

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

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

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

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

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

CODE: (IS)

**SPECIAL PROVISION NO. 907-711-2** 

DATE: 09/11/2018

**SUBJECT:** Plain Steel Wire

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

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

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

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

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

CODE: (SP)

### SPECIAL PROVISION NO. 907-712-1

**DATE:** 12/07/2021

**SUBJECT:** Fence and Guardrail

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

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

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

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

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

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

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

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

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

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

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

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

### 907-712.05--Fence Posts and Braces.

### 907-712.05.1--Treated Timber Posts and Braces.

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

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

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

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

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

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

### 907-712.05.2--Metal Posts.

907-712.05.2.1--Round Steel Pipe. Round steel pipe shall meet the requirements of AASHTO M 181, either Grade 1 (i.e., meeting the requirements in ASTM F 1083) or Grade 2 (i.e., meeting the requirements of ASTM F 1043).

Round steel pipe shall be sized in accordance with NPS (nominal pipe size) designations as shown on Plans, and not according to the outer or inner pipe diameter.

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

### 907-712.05.2.3--Blank.

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

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

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

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

### 907-712.06--Guard and Guardrail Posts.

### 907-712.06.2--Treated Wood Posts.

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

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

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

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

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

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

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

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

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

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

### SPECIAL PROVISION NO. 907-714-3

CODE: (SP)

DATE: 08/31/2021

SUBJECT: **Miscellaneous Materials** 

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

### 907-714.01--Water.

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

907-714.01.2--Water for Use in Concrete. Delete Subsection 714.01.2 on page 794, and substitute the following:

Water from municipal sources is permitted be used as mixing water in concrete, mortar, and grout without Department testing. Water from non-municipal water sources used in mixing of concrete, mortar, and grout which does not meet the requirements in Subsection 714.01.1 shall be tested for conformance as required in AASHTO M157, Table 1 and Table 2.

907-714.01.3--Water for Use in Chemically Stabilized Based. Delete the first sentence of first paragraph in Subsection 714.01.3 on page 794, and substitute the following:

Water used in the construction of bases that contain cement, lime, or other chemical additive shall be as set out in Subsection 714.01.1. Water from municipal sources is permitted to be used without testing for conformance to the requirements below. If water is not from a municipal source, it shall not contain impurities in excess of the following limits:

Delete Subsection 714.01.6 on page 795, and substitute the following.

### 907-714.01.6--Blank.

907-714.05--Fly Ash.

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

### 907-714.13--Geotextiles.

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

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

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

### 907-714.15--Geogrids.

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

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

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

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

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

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

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

by the Department.

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

TABLE II GEOGRIDS

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

<sup>&</sup>lt;sup>1</sup> Minimum design criteria requirement.

<sup>&</sup>lt;sup>2</sup> 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 3<sup>rd</sup> 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.

### SECTION 905 - PROPOSAL

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

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

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

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

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

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

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

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

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

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

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

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

### SECTION 905 -- PROPOSAL (CONTINUED)

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

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

Revised 1/2016

The following is my (our) itemized proposal.

Seal & Overlay approximately 3 miles of US 82 from the end of the concrete section to west of Greensboro Road, known as Project No. NH-0011-02(093) / 108264301 in Montgomery County.

Line no.	Item Code	Adj Code	Quantity	Units Roadway I	Description[Fixed Unit Price] tems
0010	202-B007		143	Square Yard	Removal of Asphalt Pavement, All Depths
0020	202-B158		2,953	Linear Feet	Removal of Guard Rail, Including Rails, Posts and Terminal Ends
0030	202-B215		160	Each	Removal of Sign Including Post & Footing
0040	202-B240		3,902	Linear Feet	Removal of Traffic Stripe
0050	203-G001	(E)	100	Cubic Yard	Excess Excavation, FM, AH
0060	304-B004	(GT)	2,200	Ton	Granular Material, Class 5, Group D
0070	403-A006	(BA1)	100	Ton	19-mm, ST, Asphalt Pavement
0080	403-A014	(BA1)	6,575	Ton	9.5-mm, MT, Asphalt Pavement
0090	403-A015	(BA1)	5,390	Ton	9.5-mm, ST, Asphalt Pavement
0100	403-B010	(BA1)	100	Ton	9.5-mm, HT, Asphalt Pavement, Leveling
0110	403-D007	(BA1)	1,675	Ton	9.5-mm, HT, Asphalt Pavement, Polymer Modified
0120	406-B001		800	Square Yard	Cold Milling of Concrete Pavement, All Depths
0130	406-D001		80,713	Square Yard	Fine Milling of Bituminous Pavement, All Depths
0140	407-A001	(A2)	17,000	Gallon	Asphalt for Tack Coat
0150	412-A001		1,824	Square Feet	Pre-Grinding (\$3.25)
0160	423-A001		10	Mile	Rumble Strips, Ground In
0170	503-C010		168	Linear Feet	Saw Cut, Full Depth
0180	606-B001		2,304	Linear Feet	Guard Rail, Class A, Type 1
0190	606-D019		14	Each	Guard Rail, Bridge End Section, Type H
0200	606-E005		10	Each	Guard Rail, Terminal End Section, Flared
0210	618-B001		1	Square Feet	Additional Construction Signs (\$10.00)
0220	619-A1001		15	Mile	Temporary Traffic Stripe, Continuous White
0230	619-A2001		9	Mile	Temporary Traffic Stripe, Continuous Yellow
0240	619-A3001		12	Mile	Temporary Traffic Stripe, Skip White
0250	619-A5001		30,300	Linear Feet	Temporary Traffic Stripe, Detail
0260	620-A001		1	Lump Sum	Mobilization
0270	626-A001		7	Mile	6" Thermoplastic Double Drop Traffic Stripe, Skip White
0280	626-C002		7	Mile	6" Thermoplastic Double Drop Edge Stripe, Continuous White
0290	626-D002		2,550	Linear Feet	6" Thermoplastic Double Drop Traffic Stripe, Skip Yellow
0300	626-E002		3,450	Linear Feet	6" Thermoplastic Double Drop Traffic Stripe, Continuous Yellow
0310	626-F001		5	Mile	6" Thermoplastic Double Drop Edge Stripe, Continuous Yellow
0320	626-G004		19,820	Linear Feet	Thermoplastic Double Drop Detail Stripe, White
0330	626-G005		10,500	Linear Feet	Thermoplastic Double Drop Detail Stripe, Yellow
0340	626-H001		650	Square Feet	Thermoplastic Double Drop Legend, White
0350	626-H002		1,000	Linear Feet	Thermoplastic Double Drop Legend, White

Line no. 0360	Item Code 627-K001	Adj Code	Quantity 2,000	Units Each	Description[Fixed Unit Price] Red-Clear Reflective High Performance Raised Markers
0370	627-L001		750	Each	Two-Way Yellow Reflective High Performance Raised Markers
0380	630-A001		590	Square Feet	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness
0390	630-A003		979	Square Feet	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness
0400	630-A005		169	Square Feet	Standard Roadside Signs, Sheet Aluminum, 0.1" Thickness
0410	630-C001		930	Linear Feet	Square Tube Posts, 4.0 lb/ft
0420	630-C005		1,485	Linear Feet	Square Tube Posts, 2.0 lb/ft
0430	630-F004		58	Each	Delineators, Guard Rail, Double White
0440	630-F005		48	Each	Delineators, Guard Rail, Double Yellow
0450	630-G005		12	Each	Type 3 Object Markers, OM-3R or OM-3L, Post Mounted
0460	907-413-E001		580	Linear Feet	Sawing and Sealing Transverse Joints in Asphalt Pavement
0470	907-414-A001		79,300	Square Yard	Scrub Seal
0480	907-618-A001		1	Lump Sum	Maintenance of Traffic
0490	907-688-A002		1	Each	Traffic Recorder WIM Kistler System, 4-Lane
			ALT	ERNATE GROUP	AA NUMBER 1
0500	304-F001	(GT)	100	Ton	3/4" and Down Crushed Stone Base
			ALT	ERNATE GROUP	AA NUMBER 2
0510	304-F002	(GT)	100	Ton	Size 610 Crushed Stone Base
			ALT	ERNATE GROUP	AA NUMBER 3
0520	304-F003	(GT)	100	Ton	Size 825B Crushed Stone Base

# SECTION 905 - COMBINATION BID PROPOSAL (Continued)

## CONDITIONS FOR COMBINATION BID

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

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

### COMBINATION BID PROPOSAL

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

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

I

1

1

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

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

# SECTION 905 - COMBINATION BID PROPOSAL (Continued)

Pay ItemUnitUnit PriceTotal ItemTotal ContractNumberReductionReduction		
Project Number	6	10.

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

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

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

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

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

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

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

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

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION CERTIFICATION

I,	
(Name of person signing	bid)
individually, and in my capacity as	of
(Tit	tle of person signing bid)
	do hereby certify under
(Name of Firm, partnership, or Corporati	on)
penalty of perjury under the laws of the United States a	nd the State of Mississippi that
	, Bidder
(Name of Firm, Partnership, or Co	rporation)
on Project No. NH-0011-02(093)/ 108264301000	
in_Montgomery	County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

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

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

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

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

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

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

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

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

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

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

(01/2016 F)

### MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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

### **SECTION 902**

### AMERICAN RESCUE PLAN ACT STATE FISCAL RECOVERY FUND SURFACE TRANSPORTATION CONTRACT

NOTICE: THIS IS NOT A STANDARD MDOT CONTRACT. READ CAREFULLY.

CONTRACT FOR	
LOCATED IN COUNTY(IES) OF	
STATE OF MISSISSIPPI	
COUNTY OF HINDS	

This Contract is entered into by and between the Mississippi Transportation Commission (MTC), with its principal office at 401 North West Street, Jackson, Mississippi 39201, acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation (MDOT) and the undersigned Contractor.

As consideration for this Contract, MTC agrees to pay the Contractor the amount(s) set out in the Proposal attached hereto. Said payment will be made in the manner and at the time(s) specified in the Specifications and/or Special Provisions, if any. In exchange for said consideration, the Contractor hereby agrees to accept the prices stated in the Proposal as full compensation for the furnishing of all labor, materials and equipment, and the execution of the scope of work identified for this referenced Project as contemplated in this Contract, and as more fully outlined in the Contract Documents (the "Work"). The Contract Documents consist of the Advertisement, the Notice to Bidders, the Proposal, the Specifications, the Special Provisions, and the approved Plans, all of which are hereby made a part of this Contract and incorporated herein by reference.

The Contractor further agrees that the Work shall be done under the direct supervision of, and to the complete satisfaction of, the Executive Director of MDOT, or his authorized representative(s), and, when federal American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery Funds ("ARPA SLFRF") are involved, subject to the inspection and approval of the Federal Highway Administration (FHWA) and/or the United States Department of Treasury ("Treasury"), or its agents, and/or the agents of any other state or federal agency whose funds are involved. Further, the Work shall be done in accordance with any applicable state and federal laws, and any such rules and regulations issued by MTC and/or any relevant Federal Agency.

The Contractor agrees that all labor as outlined in the Contract Documents may be secured from a list furnished by the Manager of the Win Job Center nearest the project location, or any successor thereto.

It is agreed and understood that each and every provision of law and clause required by law to be inserted into this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein. If through mere mistake or otherwise, any such provision is not inserted, then upon the application of either party hereto, the Contract shall be physically amended to make such insertion.

This Contract is executed to address specific contracting requirements for contracts made under federal awards by Non-Federal Entities. These required contracting provisions are outlined in Appendix II to Part 200, Title 2 of the Code of Federal Regulations and in the specific requirements of ARPA SLFRF.

The Parties enter into this Contract for the surface transportation projects herein described and under the terms provided.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to MDOT, the Contractor, or any other party pertaining to any matter resulting from the Contract.

In addition to all other terms and provisions contained herein and in the Contract Documents, the following specific terms apply to this Contract, as required by the Code of Federal Regulations in 2 CFR 200 and the ARPA SLFRF final rule:

- **A.** The Contractor acknowledges that financial assistance from ARPA SLFRF may be used to fund all or a portion of this Contract. The Contractor shall comply with and follow all requirements of the most recent version of the ARPA SLFRF final rule, as well as any other applicable local, state, and federal laws and regulations, executive orders, ARPA SLFRF program policies, procedures, and directives, whether listed and/or referred to in this Contract or not.
- **B.** Contractor acknowledges that 31 U.S.C. Ch. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Contract.
- **C. INSURANCE.** The Contractor shall obtain the insurance products required in accordance with Section 107.14 of the most recent version of the *Mississippi Standard Specifications for Road and Bridge Construction*, and/or any amendment thereto.
- **D. BONDING.** The Contractor shall obtain payment and performance bonds as required in accordance with Section 103.05 of the most recent version of the *Mississippi Standard Specifications for Road and Bridge Construction*, and/or any amendment thereto.
- **E. LICENSES AND PERMITS.** Contractors and subcontractors must maintain all licenses, permits, and certificates, including all professional licenses as required by any statute, ordinance, rule, or regulation. Contractor agrees to immediately notify MDOT of any suspension, revocation, or other detrimental action against Contractor's license during the term of this Contract.

### F. SUBCONTRACTING

1. The Contractor acknowledges that if the Contractor intends to enter into subcontracts for any portion of the Work under this Contract, the

Contractor must take the affirmative steps described in 2 C.F.R. § 200.321 to ensure that small business firms, minority business firms, women's business enterprises, and labor surplus area firms are used when possible.

- 2. The Contractor must document its efforts to comply with these requirements. Affirmative steps include:
  - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
  - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
  - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
  - d. Establishing delivery schedules, where the requirement permits, which encourages participation by small and minority businesses, and women's business enterprises.
  - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

### G. DEBARMENT AND SUSPENSION

- 1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180. Contractor is required to verify that neither it, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C, and must include a requirement to comply with these regulations in any lower-tier-covered transaction it enters into.
- 3. The certification set out in Section 905 of the Proposal is a material representation of fact relied upon by MTC. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C, in addition to remedies available to MTC, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees that it must comply with the requirements of 2 C.F.R. pt. 180, subpart C, while this Contract is valid and throughout the term of this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### H. BYRD ANTI-LOBBYING AMENDMENT

1. Contractors who apply or bid for an award of \$100,000 or more shall submit to MTC a Certification Regarding Lobbying. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds

to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

2. Contractor shall include a requirement to comply with these regulations (31 U.S.C. § 1352) in any subcontractor or lower tier covered transaction it enters into.

### I. DAVIS-BACON ACT COMPLIANCE

### 1. Minimum Wages

- a. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination of the Secretary of Labor, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. The wage determination decision of the Secretary of Labor (original or modified) at the time of contract award shall be effective.
- b. The contractor shall post the scale of wages to be paid in a prominent and easily accessible place at the site of the work.

### 2. Withholding

a. MDOT 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, MDOT may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### 3. Payrolls and Basic Records

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classifications, 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)(3)(ii), 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 and mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
- b. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to MDOT for transmission to the Secretary of Labor in accordance with 29 CFR 5.5(a)(3)(ii). 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). This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. 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 to MDOT upon request. The payrolls and basic records shall be preserved for a period of three years after the completion of the contract.

### 4. Apprentices and Trainees

a. 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.
- b. Trainees: 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.

### 5. Subcontracts

a. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as MDOT may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses 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.

# J. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work that may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. <u>Violation; liability for unpaid wages; liquidated damages</u>. In the event of any violation 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 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 above in this section, in the sum of \$27 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 above.

- 3. Withholding for unpaid wages and liquidated damages. The federal agency or recipient 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 above in this section.
- 4. <u>Subcontracts</u>. The Contractor shall insert in any subcontracts the clauses set forth above in this section and also a clause requiring the subcontractors to include these same clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with this section.

### K. ENVIRONMENT AND COMPLIANCE

- 1. The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.).
  - a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
  - b. The Contractor agrees to report each violation to MTC and understands and agrees that MTC will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
  - c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Treasury.
- 2. The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 § et seq.).
  - a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 § et seq.).
  - b. The Contractor agrees to report each violation to MTC and understands and agrees that MTC will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
  - c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Treasury.

### L. EQUAL EMPLOYMENT OPPORTUNITY

- 1. This provision is applicable to all federally assisted construction contracts, as that term is defined at 41 C.F.R. § 60-1.3.
- 2. During the performance of this contract, the contractor agrees as follows:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
  - d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the above and forgoing provisions of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor because of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

### 3. MTC agrees as follows:

- a. MTC agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided, that if MTC is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government that does not participate in work on or under the Contract.
- b. MTC agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the

- supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- c. MTC agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24. 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, MTC agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

### M. PROCUREMENT OF RECOVERED MATERIALS

- 1. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
  - a. Competitively within a timeframe providing for compliance with the Contract performance schedule.
  - b. Meeting Contract performance requirements; or
  - c. At a reasonable price.
- 2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <a href="https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program">https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program</a>.
- 3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## N. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS AND EQUIPMENT OR SERVICES

1. <u>Definitions</u>. As used in this clause, the terms backhaul, covered foreign country, covered telecommunications equipment or services, interconnection arrangements, roaming, substantial or essential

- component, and telecommunications equipment or services have the meaning as defined in Federal Acquisition Regulation 52.204-25.
- 2. <u>Prohibitions.</u> Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Unless an exception listed in subparagraph 3 of this section applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from Treasury to:
  - a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system.
  - b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system.
  - Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
  - d. Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- 3. Exceptions. This clause does not prohibit contractors from providing:
  - a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements: or
  - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
  - c. Covered telecommunications equipment or services that:
    - i. Are not used as a substantial or essential component of any system;
    - ii. Are not used as critical technology of any system; and
    - iii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

### 4. Reporting requirement.

- a. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during Contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in subparagraph 2 of this section to MTC unless elsewhere in this Contract are established procedures for reporting the information.
- b. The Contractor shall report the following information pursuant to this section:
  - a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - b. Within 10 business days of submitting the information of this section: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- 5. <u>Subcontracts</u>. The Contractor shall insert the substance of this section in all subcontracts and other contractual instruments.

### O. DOMESTIC PREFERENCES FOR PROCUREMENTS

- 1. The Contractor shall comply with all current requirements of "Buy America or Buy American" requirements of the laws or regulations promulgated thereunder of the United States of America.
- 2. As appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
- 3. For purposes of this clause:

- i. *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- ii. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

### P. INDEMNIFICATION

- 1. Contractor agrees to defend, indemnify and hold MTC and MDOT, and their agents, employees, officers, and legal representatives, harmless for all loss or damage arising out of, or in any way connected to the Work, or from any unforeseen obstructions or difficulties that may be encountered in the prosecution of the Work, and for all risks of every description connected with the Work, with the exception of any items specifically excluded in the Contract Documents. Contractor shall fully and faithfully complete the Work in a good and workmanlike manner, according to the Contract Documents and any Supplemental Agreements thereto.
- 2. Contractor agrees to defend, indemnify and hold MTC and MDOT, and their agents, employees, officers, and legal representatives, harmless in connection with any Determination Memorandum from Treasury that arises out of any failure and/or violation of the Contractor to follow any of Treasury's requirements.
- 3. Contractor agrees to defend, indemnify and hold MTC and MDOT, and their agents, employees, officers, and legal representatives, harmless for all claims, causes of action, liabilities, fines, and expenses (including, without limitation, attorneys' fees, court costs, and all other defense costs and interest) for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance under this Contract including, without limitation, those caused by:
  - a. Contractor's and/or its agents', employees', officers', directors', or contractors' actual or alleged negligence or intentional acts or omissions; and/or
  - b. Contractor's actual or alleged strict products liability or strict statutory liability, whether Contractor is immune from liability or not.
- 4. The Contractor shall defend, indemnify, and hold MTC and MDOT and their agents, employees, officers, and legal representatives harmless during the term of this Contract and for four (4) years after the completion of the Contract. The Contractor shall not be required to indemnify MTC or MDOT for MTC's or MDOT's sole negligence.

### Q. PAYMENT TERMS

- 1. MTC shall make payment to the Contractor in accordance with the Contract Documents. Pay Estimates must be verified by MDOT's designated Project Engineer before being paid.
- 2. MTC may reject a deficient Pay Estimate. MTC's rejection should specify the deficiency and the action necessary to correct the deficiency and to make the Pay Estimate proper.
- 3. MTC may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect MTC from loss because of:
  - a. Defective Work not remedied by Contractor or, in the opinion of MTC, not likely to be remedied by the Contractor;
  - b. Claims of third parties against MTC or MTC's property;
  - c. Failure by Contractor to pay subcontractors or others in a prompt and proper fashion;
  - d. Evidence that the balance of the Work cannot be completed in accordance with the Contract or at the agreed to rates in the Contract Documents;
  - e. Evidence that the Work will not be completed in the time required for substantial or final completion (final completion meaning the full and final completion of all Work called for by this Contract and final Acceptance by MTC);
  - f. Recurring or persistent failure to carry out the Work in accordance with the Contract Documents;
  - g. Damage to MTC or a third party to whom MTC is, or may be, liable; or
  - h. Recurring or persistent failure to submit required reports or other information requested by MTC.
- 4. In the event that MTC makes written demand upon the Contractor for amounts previously paid by MTC as contemplated in this section, the Contractor shall promptly comply with such demand. MTC shall have no duty to third parties to withhold payment to the Contractor and shall incur no liability for a failure to withhold funds.
- 5. If MTC disputes a Pay Estimate that the Contractor submits for any reason, including lack of supporting documentation (as may be required by MTC in its sole discretion), MTC shall temporarily delete the disputed item and pay the remainder of the estimate. MTC shall promptly notify the Contractor of the dispute and request remedial action. After the dispute is settled, the Contractor shall include the settled amount, if any, on a subsequent regularly scheduled Pay Estimate as directed by the Project Engineer.

### R. TERMINATION

- 1. **TERMINATION FOR CONVENIENCE BY MTC.** Termination for Convenience of the Contractor may occur in accordance with Section 108.09 of the most recent version of the *Mississippi Standard Specifications for Road and Bridge Construction*, and/or any amendment thereto.
- 2. **TERMINATION FOR CAUSE BY MTC.** Termination for Cause of the Contractor may occur in accordance with Section 108.08 of the most recent version of the *Mississippi Standard Specifications for Road and Bridge Construction*, and/or any amendment thereto.

### S. INSPECTIONS AND AUDITS

- 1. Designated Representatives of MTC, which may include MDOT employees, may perform, or have performed, (i) audits of Contractor's books and records, and (ii) inspections of all places where the Work is undertaken in connection with this Contract. Contractor shall keep its books and records available for this purpose for at least five years after this Contract terminates. This provision does not affect the applicable statute of limitations.
- 2. Contractor shall provide MTC, Treasury, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor that are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor shall keep its books, documents, papers, and records available for this purpose for at least five years after this Contract terminates or expires. This provision does not limit the applicable statute of limitations.
- The Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 4. The Contractor shall provide Treasury access to construction or other Work sites pertaining to the Work being completed, or already completed, under this Contract.
- 5. MTC and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by Treasury or the Comptroller General of the United States.

### T. DISPUTE RESOLUTION

The Contractor shall follow the provisions of the *Mississippi Standard Specifications for Road and Bridge Construction*, and/or any amendment thereto, for submitting a claim for consideration by MTC.

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. In the event of a conflict arising between the terms of this Contract and any provision of the applicable version of the *Mississippi Standard Specifications for Road and Bridge Construction*, the Special Provisions attached thereto, or the Plans, then the provisions contained in this document (Section 902) shall control.

WITNESS OUR SIGNATURES this the	day of
Contractor(s)	
By	MISSISSIPPI TRANSPORTATION COMMISSION
Title Signed and sealed in the presence of: (Names and address of witnesses)	By Executive Director
	Secretary to the Commission
Award authorized by the Mississippi Tranday of, 20, Minute	sportation Commission in session on the e Book No, Page No

### SECTION 903 PERFORMANCE BOND

Project No.:	
For the construction of:	
Contract date:	Contract amount:
FOR OWNER: MISSISSIPPI MISSISSIPPI 39201.	TRANSPORTATION COMMISSION, 401 N. WEST STREET, JACKSON,
CONTRACTOR (full legal nar	ne, contact person, phone number and address):
SURETY (legal name, phone nu	umber, principal place of business and address for notice purposes):
Second Surety (if applicable):	

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns, to the Owner for the performance of the Contract, which is incorporated herein by reference, and subject to the following terms:

- 1. If the Contractor fully and faithfully performs the Contract, the Surety and the Contractor shall have no obligation under this Bond.
- 2. The Surety's obligation under this Bond shall arise after:

PERFORMANCE BOND FOR THE FOLLOWING CONTRACT:

- (a) the Owner first provides notice to the Contractor and the Surety that termination is imminent, pursuant to the current edition of the Mississippi Standard Specifications for Road and Bridge Construction, which is a part of the Contract; and
- (b) the Owner declares a Contractor Default, terminates the Contract, and notifies the Surety.
- 3. The Surety shall promptly and at the Surety's expense, take one of the following actions:
  - (a) Arrange for the Contractor, with the consent of the Owner, to perform and complete the Contract; or
  - (b) Undertake to perform and complete the Contract itself, through its agents or independent contractors.
- 4. If the Surety does not proceed as provided in Paragraph 3, within 20 calendar days as set forth in Section 108.08 of the current edition of the Mississippi Standard Specifications for Road and Bridge Construction, then the Surety shall be deemed to be in default on this Bond, and the Owner shall be entitled to enforce any remedy available to it under the Contract and applicable law.
- 5. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- (a) the responsibilities of the Contractor for correction of defective work and completion of the Contract;
- (b) additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 3; and
- (c) liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 6. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
- 7. The penal sum of the Bond shall be subject to increase or decrease based on any subsequent Supplemental Agreements and/or final contract quantities.
- 8. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address listed for notice purposes on the first page of this Bond.

Company:	CONTRACTOR AS PRINCIPAL	
Name:	Company:	
Name:	ignature:	
Title:	Vame:	
SURETY Company: Signature: MS Insurance ID #	itle:	
SURETY Company:  Signature: MS Insurance ID #	Address:	
Company:  Signature: MS Insurance ID #		
Signature: MS Insurance ID #	SURETY	
	Company:	
		MC In common ID #
		MIS Insurance ID #
Name:	vame:	
Title:	itte:	
Address:	Address:	
SURETY (if applicable)	URETY (if applicable)	
Company:		
1 7		
Signature: MS Insurance ID #	ignature:	MS Insurance ID #
Name:	Vame:	
Title:	itle:	
Address:	Address:	

### SECTION 903 PAYMENT BOND

PAYMENT BOND FOR THE FOLLOWING CONTRACT:

Project No.:		
For the construction of:		
Contract date:	Contract amount:	
FOR OWNER: MISSISSIPPI TR MISSISSIPPI 39201.	ANSPORTATION COMMISSION, 401 N. WEST STREET, JACKSON,	
CONTRACTOR (full legal name, c	contact person, phone number and address):	
SURETY (legal name, phone number	er, principal place of business and address <i>for notice purposes</i> ):	
Second Surety (if applicable):		

The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns, to the Owner for payment of labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference, subject to the following terms:

- If the Contractor promptly makes payment of all sums due to any and all subcontractors, suppliers and/or laborers, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- 2. The Owner shall provide notice to the Surety of any claims, demands, liens or suits against the Owner or the Owner's property that it receives from any person or entity ("Claimants") seeking payment for labor, materials or equipment furnished for use in the performance of the Contract.
- 3. Upon notice of any claims, demands, liens or suits provided by the Owner or Contractor or given to the Surety by a Claimant, the Surety shall promptly and at the Surety's expense, defend, indemnify and hold harmless the Owner against said claim, demand, lien or suit and shall take the following additional actions:
  - (a) Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - (b) Pay or arrange for payment of any undisputed amounts.
- 4. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have no obligation under this Bond to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

- 5. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
- 6. The penal sum of the Bond shall be subject to increase or decrease based on any subsequent Supplemental Agreements and/or final contract quantities.

CONTRACTOR AS PRINCIPAL Company:	
Signature:Name:	
Title:Address:	
SURETY Company:	
Signature:	MS Insurance ID #
SURETY (if applicable) Company:	
Signature:  Name:	MS Insurance ID #



# **BID BOND**

KNOW ALL MEN BY THESE PRE	SENTS, that we			
	======================================		Contractor	
			Address	
As principal hereinafter called the Pr	incipal and		City, State ZIP	
As principal, hereinafter called the Pr	meipai, and		Surety	
a corporation duly organized under the	ne laws of the state of _			
as Surety, hereinafter called the Suret	y, are held and firmly b	ound unto	State of Mississippi,	Jackson, Mississippi
As Obligee, hereinafter called Oblige	e, in the sum of Five I	Per Cent (5	5%) of Amount Bid	
	Dollars(\$		)	
for the payment of which sum will a executors, administrators, successors				
WHEREAS, the Principal has submit the concrete section to west of Green Montgomery County.  NOW THEREFORE, the condition of said Principal will, within the time reperformance of the terms and condition will pay unto the Obligee the different which the Obligee legally contracts which in no event shall liability hereunders.	Ensboro Road, known  This obligation is such quired, enter into a formons of the contract, then the interior in money between the party to per exceed the penal sum	that if the atmal contracts this obligate amount form the whereof.	foresaid Principal shall be tand give a good and surtion to be void; otherwise of the bid of the said Prork if the latter amount	e awarded the contract, the afficient bond to secure the se the Principal and Surety incipal and the amount for
Signed and sealed this	day of		, 20	
	(Principal)			(Seal)
	Ву		)	
(Witness)	(Name)	(Title	)	
	(Surety)	(Seal)	)	
			By:	
(Witness)	(Attorney-in-Fac	t)		
	(MS Agent)			
	Mississi	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: July 23, 2024

Project No: NH-0011-02(093)/ 108264301000

County: **Montgomery** 

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

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

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	CTORER														OCTOBER	16
NH-0011-02(093) 108264 301 Montgomery	SEPTEMBER OCTOBER														BER	20
	TSHOLIA														AUGUST	21
Montgomery	>	1													JULY	21
	HNI		102		102										JUNE	20
PROJECT NUMBER COUNTY	MAV		Υ.	88	82 1	85 93										19
	MPR.	-													<	15
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	OCTORER														OCTOBER	91
	SEPTEMBER		•	60											1BER	Oc.
	TSHELLE														AUGUST	24
	٨														JULY	2,4
SCHEDULE	HNI I	1													JUNE	6
PROGRESS SCHEDULE	MAY														MAY	40
	IIAAV														APRIL	45
1707	AAM														MAR	11
YEAR 2024	A PER	3													FEB	2
	W M M M M M M M M M M M M M M M M M M M		10-50,150,170,210-260,380-460, 480-490	60-140,470,500-520	180-200	270-370					July 23, 2024	August 13, 2024	September 12, 2024	102		LITINOM CITY CAN CINIZICOM CITY ACICITIAN
FORM CSD-612 Rev. 1 / 2015	WORK PHASE	DESCRIPTION	Miscellaneous	Base & Paving	Guardrail	Pavement Markings					LET:	NOA:	NTP/BCT:	W.D.:		W COTACIOITINA

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.