



# **REQUEST FOR PROPOSALS**

## **A DESIGN-BUILD PROJECT**

**Woodrow Wilson Avenue Bridge over Mill Street  
Hinds County, Mississippi**

**Project Number  
DB/TCSP-7281-00(003)/106494-301000**

August 28, 2014

**REQUEST FOR PROPOSALS DOCUMENT**

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*Mississippi Department of Transportation*

## **Introduction**

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# REQUEST FOR PROPOSALS INTRODUCTION

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## I. INTRODUCTION

### Purpose

The Mississippi Transportation Commission (Commission), in cooperation with the City of Jackson, intends to select a Proposer to perform design and construction/repair services necessary for repairs to the Woodrow Wilson Avenue Bridge over Mill Street and the Illinois Central Railroad (ICRR) North Yard in Hinds County, Mississippi. The proposed design and construction/repair services to the Woodrow Wilson Avenue Bridge will hereinafter be referred to as the “Project.” “Proposer,” as used herein, includes a firm or firms, partnership, joint venture, or other legal entity, which is a “Short-listed Responder” and has been requested by the Commission to submit Proposals in response to this RFP. The term “Contractor,” as used here, is defined as the selected Short-listed Responder with whom the contract is executed.

The submittal of Proposals in response to this RFP, with all required signatures, shall constitute the Proposer’s agreement to enter into a contract with the Commission for the completion of the Project under the terms set forth in the contract. The terms of the contract are non-negotiable.

The Commission is requesting a Contract Price, Best-Value Proposal. It is not the intention of the Commission to receive complete detailed project analysis and design prior to the selection of a Proposer. Rather, the response to this RFP shall provide sufficient information to be evaluated in accordance with the specified process and criteria.

### Project Goals

The following are the Commission’s goals for the Project:

- Construct the Project so that it is successful in implementing sound organizational approaches with managers who are responsive to the Commission, MDOT, and the traveling public,
- Design and construct the Project to extend the life of the bridge and improve the aesthetics of the bridge,
- Develop and construct the Project so that it is safe for all parties involved and the public it serves, and
- Design and construct the Project to maximize the items of repair and reconstruction identified in the RFP with a contract price of not more than three million, six hundred thousand dollars (\$3,600,000.00).

### Description of Work

This Project shall include repairs and reconstruction to various structural and ancillary components of the Woodrow Wilson Avenue Bridge over Mill Street and the ICRR North Yard in order to maximize the use of available funds. This Project may include, but is not necessarily limited to, the following repairs: steel rail repair and replacement, rail post repair and replacement, joint repair and replacement, overhang bracket reconstruction and repair, abutment stabilization, steel girder repair, steel cross frame and stiffener repairs, removal and replacement of structural steel coatings, concrete riser reconstruction, bearing repair, deck and sidewalk

repair, epoxy injection and patching, channel bank repair, bridge striping and removal of stripe, and clearing drain holes. The Project Scope is further defined in Section 904 – Notice to Proposers No. 2618 DB.

The scope of work for this Project may include, but is not limited to, the following design and construction work items:

Design:

- Evaluation and analysis of existing conditions at each repair location
- Preliminary and final bridge superstructure and substructure design/repair and plan preparation
- Traffic control plan
- Utility coordination and utility relocation
- Quality control for design
- Surveying

Design shall meet all appropriate AASHTO Policy on Geometric Design of Highways and Streets (latest edition), AASHTO Standard Specifications for Highway Bridges (latest edition), Manual on Uniform Traffic Control Devices (latest edition) (MUTCD), and MDOT design criteria as modified by the RFP. Microstation and Geopak shall be used in the preparation of CADD files.

Construction:

- Demolition necessary for improvements to the existing bridge with proper debris removal and disposal
- All necessary bridge work
- Surveying
- Drainage
- Traffic control
- Utility coordination and utility relocation
- Project management
- Construction management
- Safety

Construction shall comply with the MDOT Standard Specifications for Road and Bridge Construction 2004 Edition as modified by the RFP to accommodate specific Design-Build requirements, Manual on Uniform Traffic Control Devices (latest edition), MDOT Standard Drawings, any Special Provisions, and Notice to Bidders, current MDOT, AASHTO or ASTM publications.

The Commission has provided a special inspection report on the various repairs, the most recent National Bridge Inventory (NBI) bridge inspection report as well as photos, as-built plans, pile records, and obsolete standards related to this Project on the MDOT Design-Build and Special Projects website.

The Proposer may develop bridge plans in lieu of any MDOT supplied plans provided the alternatives are in accordance with the RFP. However, the Contractor shall have full

responsibility and liability for any signed and sealed plans used. Design and plans shall be in accordance with the RFP.

### Limits of Construction

In order to complete the repairs listed in Section III, Proposal Requirements and Information, the limits of construction shall be twenty-five (25) feet west of the Begin Bridge (centerline roadway joint at End Bent 1) to twenty-five (25) feet east of the eastern end of the retaining walls at the eastern approach to the bridge. The Project shall be designed and constructed within the existing right-of-way.

### Maximum Contract Price

The contract price for this Project shall not be more than three million, six hundred thousand dollars (\$3,600,000.00). **Volume 2 – Contract Price Proposals of more than three million, six hundred thousand dollars (\$3,600,000.00) shall be deemed non-responsive.**

### Proposal Stipend

A stipend in the amount of ten thousand dollars (\$10,000.00) will be paid upon request to each responsive Proposer not selected as the successful Proposer.

### DBE Goal

This Project includes a Disadvantaged Business Enterprise (DBE) goal of two percent (2%) of the contract price.

## **II. GENERAL INSTRUCTIONS**

### Mandatory Pre-Proposal Meeting

A mandatory Pre-Proposal meeting is scheduled for the date as specified in the Milestone Schedule, in the training room in the basement of the MDOT Lab Building located at 412 East Woodrow Wilson, Jackson, Mississippi 39216. Proposers are required to have a representative at the mandatory Pre-Proposal meeting in order for their Proposals to be considered. A railroad site visit may immediately follow the mandatory Pre-Proposal meeting. The time of the mandatory Pre-Proposal meeting and subsequent site visit is subject to the ICRR's schedule. MDOT will contact the designated contact person for each Short-listed Responder with the time for the mandatory Pre-Proposal meeting approximately 5 days prior to the date specified in the Milestone Schedule.

The purpose of the meeting is to review the information provided in the RFP and any other information the ICRR representative wishes to convey to the Proposers. Immediately following the mandatory Pre-Proposal meeting, the ICRR representative may provide Proposers a tour of the Woodrow Wilson Avenue Bridge site. MDOT may shuttle a limited number of Proposer representatives to the site. ICRR requires that Proposer representatives sign a waiver releasing

the railroad from liability in the event of an accident. ICRR also requires that Proposer representatives shall wear hard hats, safety glasses, safety boots, and ANSI approved reflective vests of any color on the site visit and any other safety apparel as required by the railroad. Any Proposer representative who is not in compliance with these ICRR requirements will not be allowed on-site. Proposer representatives may be allowed to take pictures on the site visit. Proposers are hereby advised that this may be the only opportunity that an ICRR representative allows a tour of the railroad site.

#### Questions (RFP) & Addenda

Proposers are encouraged to submit written questions at least two (2) business days prior to the mandatory Pre-Proposal meeting. After the mandatory meeting, only the Project Director may submit questions or request clarifications relating to the RFP. These inquiries must be e-mailed to [WWBDesignBuild@mdot.ms.gov](mailto:WWBDesignBuild@mdot.ms.gov) and received by the date and time as specified in the Milestone Schedule.

The list of questions received and MDOT's written responses to these questions and any applicable addenda will be posted on the MDOT Design-Build and Special Projects website. Proposers are encouraged to check the website often for posting of new information. Proposers shall be solely responsible for checking the website for updates and addenda.

Proposers shall not rely on any responses about the RFP except written responses to questions submitted in accordance with the RFP. No requests for additional information or clarification to any other MDOT office, consultant, or employee will be considered. The Commission will not be responsible for and the Proposer shall not rely on any oral or other exchange of information that occurs outside of the official process for questions and answers specified herein.

#### Pre-Proposal Alternate Technical Concept Submittals

In order to facilitate a communicative process with MDOT and to provide a forum for Alternate Technical Concepts (ATCs), MDOT encourages the Proposer to suggest technical alternatives to the Project provided as part of the RFP. All proposed ATCs will be required to meet the current requirements and standards as noted in the RFP. This forum is to aide in uncovering opportunities for Proposers to reduce Project costs while providing an equal or better Project. All technical questions must be submitted and will be responded to in accordance with the procedure explained below. ATCs that require railroad approval will not be considered.

Specific requests for each ATC must be submitted by the Project Director indicated in the Statement of Qualifications and received by MDOT by the date and time set forth in the Milestone Schedule utilizing forms provided with this RFP.

MDOT intends to provide responses to each request as a posting to the project website within ten (10) business days following receipt of the request. Each Proposer will be limited to the submission of a **maximum of five (5) requests per week** for consideration by MDOT. Each request shall contain only a single modification.

Submission of the request for each ATC must include the following:

1. A narrative description of the proposed modification.
2. The repair item where the proposed modification will be used on the Project.
3. A conceptual drawing of the proposed modification should the ATC impact design.
4. An explanation of why the proposed modification improves the quality of the Project.
5. A description of potential impacts or changes.
6. Each ATC shall be proposed in such a way as to facilitate a simple “yes” or “no” response from MDOT.

The Proposer shall submit electronic copies of its desired ATC utilizing the form provided to the following e-mail address: [WWBDesignBuild@mdot.ms.gov](mailto:WWBDesignBuild@mdot.ms.gov).

MDOT will not post the Proposer’s completed form or the request to the project website. MDOT will only post the response to each request for an ATC that MDOT determines to be validly submitted. Each ATC for which MDOT intends to post a response will be assigned a number by MDOT, and MDOT will convey that number to the Proposer’s Project Director.

#### Testing Requirements

MDOT will be responsible for the Construction Inspection and Job Acceptance Testing; however, the Contractor’s Design Engineering Firm will be responsible for Design Quality Control.

#### Environmental Information

The Commission has secured an FHWA approved Programmatic Categorical Exclusion (PCE) for this Project. The Contractor shall be responsible for adherence to all requirements stipulated in the PCE. Any modifications to this permit, additional permits, or investigations required will be the responsibility of the Contractor. Any modifications to the Project footprint that alter the PCE/permits or any modifications that require additional permits/investigations will be the responsibility of the Contractor.

#### Railroad Information

Proposers shall abide by the information contained in Notice to Proposers No. 1727 DB Railway-Highway Provisions with supplement, Notice to Proposers No. 4740 DB Illinois Central Railroad Construction Requirements, and Special Provision 907-899-2 Railway-Highway Provisions, as well as any additional railroad requirements outlined in this RFP. The Contractor shall execute a right of entry license agreement with the ICRR prior to commencing work on the railroad right of way as defined in the right of entry license agreement. A copy of the right of

entry license agreement is included in the RFP as an attached exhibit to Special Provision 907-899-2.

### Partnering

The Commission values a partnering approach on projects, and as such this Project will require informal Partnering Sessions.

## **III. PROPOSAL REQUIREMENTS AND INFORMATION**

### Proposal Development

Proposers will develop Volume 1 - Technical Proposals based upon the number of bridge repair items from the Priority of Work listed below. Each Proposer will develop their Volume 1 - Technical Proposal and Volume 2 - Contract Price Proposal based on the number of repair items proposed.

### Priority of Work

Repair items 1-24 (**Mandatory**) shall be included in the Volume 1 – Technical Proposal.

1. Steel Rail Repair – Full Section Replacement
2. Steel Rail Repair – Picket Repair/Replacement
3. Rail Post Replacement
4. Rail Post Repairs – Patching
5. Rail Post Repairs – Epoxy Injection
6. Reconstruct Joint Overhang Brackets at All Bent Locations
7. Design and Construction of Stabilization Structure at Bent 22 (Including Epoxy Injection and Patching of Existing Stem Wall)
8. Spans 15 and 16 – Girder Bottom Flange Plate Crack Repairs
9. Spans 15 and 16 – Cross Frame and Stiffener Repairs
10. Spans 15 and 16 – Intermediate Joint Seals
11. Bridge Painting – Clean and Paint Exterior Girders at All Overhang Brackets (Epoxy Mastic)

12. Interior Overhang Bracket Repair – Epoxy Injection
13. Interior Overhang Bracket Repair – Partial Repair (Clean/Patch Sides and Bottom)
14. Interior Overhang Bracket Repair – Remove Loose Concrete Only
15. Clear Debris from All Drain Holes and Grout All Drains over Railroad Right of Way
16. Design and Construction of Bent 15 Riser and Bearings Replacement
17. Design and Construction of Bent 17 Riser and Bearings Replacement
18. Deck and Sidewalk Spall Repairs
19. Bent 1 Repairs – Epoxy Injection and Patching
20. Channel Bank Repair at Bent 3
21. Edge Beam Repairs
22. 6” Thermoplastic Edge Stripe – Continuous White, 6” Thermoplastic Traffic Stripe – Skip White, 6” Thermoplastic Traffic Stripe – Continuous Yellow, and Removal of Stripe (Per Notice to Proposers No. 4908 DB)
23. Bridge Concrete Spray Finish – Superstructure, Abutments, and East Approach Walls
24. Interior Bent Column Repairs

The Contractor may include the following repair items (**Optional**) of work in the following order of priority:

25. Deck Joint Repair at Bents
26. Bridge Painting – Clean and Paint Bearings and 2’ of All Girder Ends (Epoxy Mastic)
27. Bridge Painting – Remove Existing Coating and Recoat All Steel Rail (Per Special Provision No. 907-845-3 DB)
28. Bridge Concrete Spray Finish – Substructure
29. High Friction Surface Treatment

30. Bridge Painting – Remove Existing Coating and Recoat All Steel Superstructure (Per Special Provision No. 907-845-3 DB)

The Project will include all of the **Mandatory** repair items 1 through 24 and as many of the **Optional** bridge repair items in order of priority as indicated above up to a maximum lump sum proposal price of three million, six hundred thousand dollars (\$3,600,000.00). The Proposer is required to determine the maximum number of bridge repair items to be completed in the order presented above. The Project shall include those bridge repairs listed above as detailed on the Contractor's Schedule Certificate, made a part of this Project by reference.

The Contractor shall complete all repair items in the Contractor's Schedule Certificate as indicated in Notice to Proposers No. 2618 DB (Project Scope), in accordance with the standards and specifications indicated in this RFP.

Proposal Criteria

The Commission is requesting a Contract Price, Best-Value Proposal that includes a project schedule commitment for the work proposed. The price and schedule shall be guaranteed by the Proposer for a minimum of sixty (60) days after the date of opening the Volume 2 - Contract Price Proposal.

The Proposer is solely responsible for submitting Proposals that meet the requirements of the RFP. Assumptions that are not in compliance with the RFP will not relieve the Proposer of the requirements of the RFP. The submitted Proposals are evaluated for general conformance with the RFP requirements for the purpose of selecting the Best-Value Proposal. While those items listed in Section 902 – Contract and Exhibits become part of the contract documents, the Release for Construction (RFC) plans and designs must meet all the RFP Technical Requirements.

In order to evaluate the Proposals efficiently, the Proposals shall be prepared in separate volumes and should be in the following sequence, tabbed and organized as indicated below:

**Volume 1 – Technical Proposal**

The recommended length of this Proposal is no more than thirty-five (35) pages, double-spaced, eight and a half (8.5)-inch by eleven (11)-inch pages with margins of at least one (1) inch on all four (4) sides, typed on one (1) side only, excluding appendices. All text information in the recommended thirty-five (35)-page limit should be shown in a readable font, size twelve (12) points or larger. Pages may be eleven (11) inches by seventeen (17) inches, but they shall count as two (2) sheets each against the recommended thirty-five (35)-page maximum. Headers, footers, charts, and other graphics may be provided in a different font type and size providing they are legible. Section dividers are not counted as part of the recommended thirty-five (35)-page maximum. A cover letter, the table of contents, organizational chart, Contractor's Schedule Certificate, and any plan sheets will not be counted as part of the recommended thirty-five (35)-page maximum. The organizational chart as indicated in Part 7, Key Individuals, should be provided in the front of the appendix. All plan submittals should be in a separate appendix to the Volume 1 - Technical Proposal. Volume 1 – Technical Proposals should use cross-referencing to reduce repetition in explaining the proposed Project. MDOT reserves the right to reject any

Proposal that is deemed illegible. These recommendations and other formatting instructions indicated in this RFP will be considered when evaluating the quality of the firm's Volume 1 – Technical Proposal.

Those Volume 1 – Technical Proposals which exceed the recommended proposal length or fail to provide the information in the appropriate location indicated below may adversely affect the Proposer's score. **Proposers should address each of the following categories in the same order as listed below and number those categories in a manner consistent with this RFP as indicated in Section VI.**

Submit a Volume 1 - Technical Proposal containing the following preferred and mandatory information in the order indicated below:

**1. Schedule Certificates and Introductions**

a. **Contractor's Schedule Certificate** found on pages 24 and 25 of this RFP. The Proposer **shall include a completed and signed** Contractor's Schedule Certificate. This form should be placed at the beginning of the Volume 1 – Technical Proposal. This form will not be counted toward the recommended page limit.

b. **Introductions** –The Proposer should provide a cover letter that provides introductory information for the Proposal. The cover letter should be limited to no more than two (2) pages. The Proposer should then provide a one (1)-page summary of the overall Volume 1 – Technical Proposal summarizing the benefits provided in the Proposal. The cover letter and summary will not count toward the recommended page limit.

2. **Approach to Design** – Describe the technical principles, solutions, and innovations proposed to design the repairs to the structure. Proposers should submit plan sheets (eleven (11)-inch by seventeen (17)-inch in size) for each repair item proposed. The plan sheets should include bridge plan and elevation, bridge sections, foundation layout, bent sheets, and other such details. All plan sheets should be included in a separate appendix to the Volume 1 - Technical Proposal. The eleven (11)-inch by seventeen (17)-inch plan sheets will not count toward the recommended page limit. If a design ATC has been submitted or approved, please include the appropriate ATC form and reference the appropriate ATC number for the related repair item. The Proposer should provide specific detail describing how their ATC design will impact the Project.

3. **Approach to Construction** – The Proposer should provide a detailed construction plan for the Project which outlines how the Proposer plans to construct the Project within the requirements stated herein. The Proposer should also describe the proposed project phasing, innovations, and traffic control. Discuss how impacts to roadway users were considered in development of the phasing plan. Discuss how impacts to the railroad were considered in development of the phasing plan. The

Proposer should describe how they will avoid conflicts with utilities. If a construction ATC has been submitted or approved, please include the appropriate ATC form and reference the appropriate ATC number for the related repair item. The Proposer should provide specific detail describing how their construction ATC will impact the Project.

4. **Management Approach** – Describe an overall Project Management Plan for the Project. This plan should consist of, but not necessarily be limited to, a description of sound, proven organizational techniques for design management, construction management, and the integration of both for this Design-Build Project. The Proposer should identify anticipated major risks and present a plan to manage those risks. A plan to manage document control should be provided in this Proposal. The Proposer should describe the week-to-week management of the Project and identify the members of the Proposer team who will attend any weekly and monthly coordination meetings. The Proposer should describe how their plan will result in responsiveness to MDOT’s management team.
5. **Quality Management Plan** – The Proposer should define any project controls for design and construction that have been established to ensure overall project quality and describe how these controls will be effective. Describe how the Proposer will monitor for conformance to the plans and specifications in order to verify project quality. The Proposer should provide a description defining how the team will resolve issues of non-conformance with the design and construction and define who will be responsible for addressing quality issues for the Proposer.
6. **Schedule Summary and Work Plan** – The Proposer should submit a schedule summary demonstrating a plan to complete the Project within the period indicated on the Contractor’s Schedule Certificate. At a minimum, the schedule summary should include dates for planned start and finish of design, procurement of major items, mobilization, abutment stabilization, superstructure repair, and the total number of calendar days from the Notice to Proceed to Final Completion. The schedule should address phasing outlined in the approach to traffic control. Describe how the schedule will reflect the requirements for the maintenance of traffic for roadway users. Describe how the schedule will mitigate the impacts of the railroad.

The schedule should include a preliminary construction work plan including all work to be done as defined in the priority of work, detailing the number of crews anticipated, shifts, and length of work week for the work proposed to be completed. The proposed number of calendar days for Final Completion should be the same as shown on the Contractor’s Schedule Certificate. Should there be a conflict between the proposed number of calendar days in the schedule summary and the number of days on the Contractor’s Schedule Certificate, the number on the Contractor’s Schedule Certificate shall govern. In addition, any inconsistencies in the proposed number of calendar days will affect the Proposer’s technical score. The Contractor’s Schedule Certificate shall be used as the basis for the assessment of liquidated damages included in the contract.

7. **Key Individuals** – Proposer should include a copy of the organizational chart in the Volume 1 – Technical Proposal as provided in the Statement of Qualifications. **The Proposer shall identify any modifications to Key Individuals originally presented in the Statement of Qualifications.** If personnel changes are anticipated, then the Proposer shall resubmit all Key Individual information as defined in the Request for Qualifications (RFQ) and shall present a justification for the change. Any modification will require MDOT approval. **A copy of the organizational chart should be provided in the front of the Volume 1 - Technical Proposal appendices.**

Modifications to the Proposer’s Key Individuals listed in the Proposer’s Statement of Qualifications are discouraged and could result in poor performance evaluations at project closeout. MDOT will not approve requests for modification without justification. Examples of justification include death of a team member, changes in employment status, bankruptcy, inability to perform, organizational conflict of interest, or other such significant cause. In order to secure MDOT’s approval prior to the award of the contract, a written request shall be sent to the following e-mail address: WWBDesignBuild@mdot.ms.gov. The request shall include:

- a) The nature of the desired change,
- b) The reason for the desired change, and
- c) A statement of how the desired change will meet the required qualifications for the position/responsibility.

No such modification will be made without prior MDOT approval.

8. **Organizational Conflict of Interest** - The Proposer’s attention is directed to 23 CFR Section 636 Subpart A and in particular to Subsection 636.116 regarding organizational conflicts of interest. Section 636.103 defines “organizational conflict of interest” as follows:

“Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.”

Proposers shall provide information concerning potential organizational conflicts of interest and disclose all relevant facts concerning any past, present, or currently planned interests which may present an organizational conflict of interest. Proposer shall state how its interests or those of its chief executives, directors, Key Individuals for this Project, or any proposed consultant, contractor, or

subcontractor may result in, or could be viewed as, an organizational conflict of interest.

Proposers are prohibited from receiving any advice or discussing any aspect relating to the Project or procurement of the Project with any person or entity with an organizational conflict of interest, including, but not limited to Crown Engineering PLLC, Neel-Schaffer, Inc., and any of their affiliates. Such persons and entities are prohibited from participating on a Proposer team relating to this Project.

The Proposer agrees that, if an organizational conflict of interest is discovered, the Proposer must make an immediate and full disclosure to MDOT that includes a description of the action that the Proposer has taken or proposes to take to avoid or mitigate such conflict. If after award of the contract, an organizational conflict of interest is determined to exist, MDOT may at its discretion cancel the Design-Build contract for the Project at no additional cost. If the Proposer was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MDOT, then MDOT may terminate the contract for default.

**If no potential conflict of interest exists, the Proposer should indicate so in their Volume 1 - Technical Proposal in this section.**

## **Volume 2 – Contract Price Proposal (Marked and Sealed per 907.102)**

This Volume 2 - Contract Price Proposal shall contain the following information:

1. All pages of Section 905 including acknowledgment of addenda and bid sheets completed and signed.
2. A certified check, cashier's check, or Proposer's bid bond payable to the State of Mississippi in the principal amount of five percent (5%) of the bid that includes the Project Number, executed by the Proposer and signed or countersigned by a qualified Mississippi agent or qualified nonresident agent for the Surety with Power of Attorney attached.
3. An executed Equal Opportunity Clause Certification as indicated in Section 905.
4. A signed list of all firms submitting quotes (OCR-485) as indicated in Section 905.
5. The Certification regarding Non-Collusion, Debarment and Suspension, executed in duplicate as indicated in Section 905.
6. Notice to Proposers No. 4566 DB: DUNS Requirement for Federal Funded Projects.

Please note that the Volume 2 – Contract Price Proposal must be signed and information provided as specified in Special Provision 907-102.06.

### Proposal Submittal Instructions

All information obtained under this RFP shall become the exclusive property of the Commission without restriction or limitation on its use. The Commission shall have unrestricted authority to publish, disclose, distribute, or otherwise use in whole or in part any reports, data, or other materials prepared under this RFP. The Commission shall retain ownership of all plans, specifications, and related documents.

The Proposer should also include with their submittal of the Volume 2 - Contract Price Proposal a request for payment of the stipend should they not be awarded the Best-Value Proposal.

All Proposers must visibly mark as “CONFIDENTIAL” each part of their submission that they consider to contain confidential and/or proprietary information. All submittals will be subject to disclosure in accordance with the Mississippi Public Records Act, Miss. Code Ann. § 25-61-1, et seq.

All Volume 1 – Technical Proposals and Volume 2 – Contract Price Proposals **must** be received by the date and time specified in Section VIII, Milestone Schedule. All Proposals, as detailed below, must be submitted to the following:

Mr. Billy Owen, P.E.  
Contract Administration Engineer  
Mississippi Department of Transportation  
401 North West Street  
P.O. Box 1850  
Jackson, Mississippi 39215-1850  
Phone: (601) 359-7730  
Fax: (601) 359-7732

Volume 1 - Deliver ten (10) copies sequentially numbered on the lower right hand cover sheet from 1 to 10, and one (1) CD containing the proposals in one (1) to five (5) PDF files.

Volume 2 – One (1) Contract Price Proposal (no PDF submittal required).

## **IV. ESCROW PROPOSAL DOCUMENTS**

The Proposer is required to escrow all Proposal documents in accordance with Special Provision 907-103 within ten (10) business days of Notification of Award. Failure to escrow documents in the allotted time may result in rescission of the award and/or forfeiture of the Proposer’s bid bond.

## V. EVALUATION OF PROPOSALS

A Proposal Review Committee (Committee) will be appointed to evaluate the Volume 1 - Technical Proposals on behalf of the Commission. The Committee will be comprised of MDOT employees. In addition, MDOT will assemble a group of advisory members that may include the Federal Highway Administration (FHWA) and others with various areas of expertise.

## VI. CRITERIA FOR SCORING

The Commission has developed criteria for use in evaluating and scoring the Volume 1 – Technical Proposals and Volume 2 – Contract Price Proposals. The Committee will use these criteria to develop a numerical score for each Volume 1 – Technical Proposal. Scoring will be based on a point system. The Committee will evaluate the Volume 1 – Technical Proposals based on meeting the technical evaluation criteria as shown below.

**The maximum amount of points for each evaluation criteria will be as follows:**

Compliance with the RFP Requirements	10
Approach to Design	25
Approach to Construction	35
Management Approach	10
Quality Management Plan	10
Schedule	10

**The Committee will consider the following criteria:**

### **Compliance with the RFP Requirements**

- 1.1** Overall Presentation – How well is the Proposal presented, and how well did the Proposer follow the RFP requirements and formatting instructions?

### **Approach to Design**

- 2.1** How well has the Proposer presented the approach to the project and how logical, innovative, and detailed is the approach to design the repairs to the structure?
- 2.2** How well has the Proposer complied with the design criteria established in the RFP?

### **Approach to Construction**

- 3.1** How well has the Proposer described the construction means and methods, and how logical, innovative, and implementable are these for the Project?

- 3.2 How well has the Proposer addressed project phasing, and how effective is the phasing plan in reducing impacts to roadway users?
- 3.3 How well has the Proposer addressed project phasing, and how effective is the phasing plan in reducing impacts to the railroad?
- 3.4 How well has the Proposer described the plan to avoid conflicts with utilities?

### **Management Approach**

- 4.1 How well does the Proposer describe the overall Project Management Plan, and how effective is the Plan?
- 4.2 How well does the Proposer identify major risks, and how logical and effective is the plan to manage those risks?
- 4.3 How well does the Proposer demonstrate a plan to manage document control, and how effective is the plan?
- 4.4 How well does the Proposer describe the week-to-week management of the Project, and how responsive will the team members be to MDOT?

### **Quality Management Plan**

- 5.1 How well does the Proposer define project controls for design and construction, and how effective are the controls?
- 5.2 How well does the Proposer demonstrate a plan to monitor for conformance with the RFP and the design plans, and how effective is the plan?
- 5.3 How effectively will non-conformance aspects of the Project be handled?

### **Schedule**

- 6.1 How clear, logical, and effective is the Proposer's schedule for design and construction of the Project?
- 6.2 How well does the Proposer demonstrate the necessary resources to accomplish the work in accordance with his schedule summary?
- 6.3 How well does the Proposer outline the schedule for procurement and delivery of major items and materials necessary to achieve the schedule summary?
- 6.4 How effectively does the schedule reflect the requirements for maintenance of traffic for roadway users?
- 6.5 How effectively does the schedule mitigate the impacts of the railroad?

The individual technical score by each reviewer will be the summation of the technical scores achieved for each of the above selection criteria. The Proposer's total technical score (maximum of 100 points) will be the summation of the individual technical scores from each reviewer divided by the number of reviewers.

### **Selection Process**

The Proposal Review Committee will score the Volume 1 – Technical Proposals according to the evaluation criteria. Upon approval of the MDOT Executive Director, MDOT will disclose the

technical scores for each proposer prior to opening the Volume 2 - Contract Price Proposals, all in accordance with the Milestone Schedule.

The Best Value Proposal shall be determined by the following formula:

$$\text{Best Value Proposal} = \frac{(\text{Part A} + \text{Part B} - \text{Part C})}{[1 + (\text{Technical Score}/100)]}$$

Where:

**Part A = Contract Price Proposal.**

**Part B = (Number of calendar days from the Notice to Proceed up to and including Final Completion set forth by the Proposer) x \$1,500.**

**Part C = (Number of Bridge Repair Items to be completed minus 24) x \$150,000.**

In the event of a tie for the Best Value Proposal as determined by the above formula, the Proposer with the lowest Contract Price Proposal will be selected.

The Commission intends to award and offer a contract to the Proposer submitting the Best Value Proposal with the lowest score as determined above. However, if the parties are unable to execute a contract, MDOT may offer a contract to the Proposer that submitted the Best Value Proposal with the next lowest score, and so on, until an agreement is reached.

## **VII. GENERAL INFORMATION**

The Commission reserves the right to terminate evaluation of one or more of the Proposals if it is determined to be in its best interest.

The Commission reserves the right, at its sole discretion, to proceed no further with this RFP process and/or to re-advertise in another public solicitation.

The Commission reserves the right to reject any and all Proposals and/or to discontinue contract execution with any party at any time prior to final contract execution.

The Commission reserves the right to request or obtain additional information about any and all Proposals.

Except for the stipend defined in Section I, the Commission assumes no liability and will not reimburse costs incurred by Proposers, whether selected or not, in developing Proposals or in contract execution.

After award, in order to secure MDOT approval of modifications to Key Individuals, the procedures as defined in the Technical Requirements Section 2.4 shall be followed.

Any team selected for contract award and execution may be subject to a performance evaluation once the contract has been completed.

The Best Value Proposer shall submit an additional twenty (20) sets of Volume #1 Proposals within ten (10) days after contract award.

The successful Proposer will be required to furnish a Section 903 Performance and Payment Bond, Certificates of Insurance, and W-9 no later than ten (10) days after contract award.

All debriefing requests shall be submitted by e-mail to the attention of Mr. Scot Ehrgott, P.E., at [sehgott@mdot.ms.gov](mailto:sehgott@mdot.ms.gov) and shall copy Ms. Gina Lombard at [glombard@mdot.ms.gov](mailto:glombard@mdot.ms.gov) within two (2) weeks of the Commission approval of award. The debriefing shall be limited to the merits of the individual Proposer's response to the RFP.

## VIII. MILESTONE SCHEDULE

Provide RFP to Short-listed Responders	August 28, 2014
Mandatory Pre-Proposal Meeting	September 10, 2014
Deadline for Proposers to Submit Written Questions or ATCs	September 29, 2014 4:00 p.m. Central Time
Target Date for MDOT to Post to Website Last Responses to Written Questions, to Issue Addenda, and to Respond to ATCs	October 6, 2014
Submittal of Volume 1 – Technical Proposals	October 20, 2014 4:00 p.m. Central Time
Submittal of Volume 2 – Contract Price Proposals	November 24, 2014 10:00 a.m. Central Time
Notification of Award	November 25, 2014 (Anticipated)
Notice to Proceed	February 2, 2015 (Anticipated)
Target Completion Date	July 22, 2015 (Anticipated)

**Form for Alternate Technical Concept    No. \_\_\_\_\_**

A submission to request an Alternate Technical Concept is hereby submitted to MDOT for consideration (all criteria must be addressed):

<b>Submittal Information</b>
1. A narrative description of the proposed modification:  
2. The repair item where the proposed modification will be used on the Project (insert or attach sketch, or refer to location (span, bent, or beam)):  
3. A conceptual drawing of the proposed modification should the ATC impact design (attach or insert sketch):  
4. An explanation of why the proposed modification improves the quality of the Project:  
5. A description of potential impacts or changes:  

<b>MDOT Response (to be posted on the Project Website)</b>

**CONTRACTOR'S SCHEDULE CERTIFICATE**

State of Mississippi

County of Hinds

\_\_\_\_\_, hereinafter denoted as CONTRACTOR, does hereby certify that it has or will obtain, the labor, material and equipment resources needed and shall perform the Work described in the Project Scope on or before the dates specified below:

Final Completion Date: Calendar Days \_\_\_\_\_ from Notice to Proceed

The Contractor does hereby propose to complete the following bridge repair items on the Woodrow Wilson Avenue Bridge over Mill Street and all associated Work:

1. Steel Rail Repair – Full Section Replacement
2. Steel Rail Repair – Picket Repair/Replacement
3. Rail Post Replacement
4. Rail Post Repairs – Patching
5. Rail Post Repairs – Epoxy Injection
6. Reconstruct Joint Overhang Brackets at All Bent Locations
7. Design and Construction of Stabilization Structure at Bent 22 (Including Epoxy Injection and Patching of Existing Stem Wall)
8. Spans 15 and 16 – Girder Bottom Flange Plate Crack Repairs
9. Spans 15 and 16 – Cross Frame and Stiffener Repairs
10. Spans 15 and 16 – Intermediate Joint Seals
11. Bridge Painting – Clean and Paint Exterior Girders at All Overhang Brackets (Epoxy Mastic)
12. Interior Overhang Bracket Repair – Epoxy Injection
13. Interior Overhang Bracket Repair – Partial Repair (Clean/Patch Sides and Bottom)
14. Interior Overhang Bracket Repair – Remove Loose Concrete Only
15. Clear Debris from All Drain Holes and Grout All Drains over Railroad Right of Way
16. Design and Construction of Bent 15 Riser and Bearings Replacement
17. Design and Construction of Bent 17 Riser and Bearings Replacement
18. Deck and Sidewalk Spall Repairs
19. Bent 1 Repairs – Epoxy Injection and Patching
20. Channel Bank Repair at Bent 3
21. Edge Beam Repairs
22. 6” Thermoplastic Edge Stripe – Continuous White, 6” Thermoplastic Traffic Stripe – Skip White, 6” Thermoplastic Traffic Stripe – Continuous Yellow, and Removal of Stripe
23. Bridge Concrete Spray Finish – Superstructure, Abutments, and East Approach Walls
24. Interior Bent Column Repairs

The Contractor does hereby propose to complete the following bridge repair items and all associated Work, which must be proposed in consecutive order as shown below (put an “x” to indicate choice):

**CONTRACTOR’S SCHEDULE CERTIFICATE**

- 25. Deck Joint Repair at Bents
- 26. Bridge Painting – Clean and Paint Bearings and 2’ of All Girder Ends (Epoxy Mastic)
- 27. Bridge Painting – Remove Existing Coating and Recoat All Steel Rail
- 28. Bridge Concrete Spray Finish – Substructure
- 29. High Friction Surface Treatment
- 30. Bridge Painting – Remove Existing Coating and Recoat All Steel Superstructure

<b>Included as part of Proposal</b>	<b><u>Not</u> Included as part of Proposal</b>

Further, CONTRACTOR hereby agrees that attainment or non-attainment of the Completion Days stated above shall be the measure of performance for the assessment of liquidated damages.

Witness our signature this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_

*Mississippi Department of Transportation*

**Section 904  
Notice to Proposers**

**Woodrow Wilson Avenue Bridge over Mill Street  
Hinds County, Mississippi**

**Project Number  
DB/TCSP-7281-00(003)/106494-301000**

August 28, 2014

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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# 3 DB	Final Clean-Up
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# 1928 DB	Federal Bridge Formula
# 2168 DB	Fuel and Material Adjustments
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# 2937 DB	Reduced Speed Limit Signs
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## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO PROPOSERS NO. 1 DB**

**CODE: (SP)**

**DATE: 06/25/2014**

**SUBJECT: Governing Specifications**

The current (2004) 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 herein. Copies of the specification book may be purchased from the MDOT Construction Division.

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 RFP contains references to the 1990 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 2004 Edition of the Standard Specifications.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO PROPOSERS NO. 3 DB**

**CODE: (SP)**

**DATE: 06/25/2014**

**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 as glass, paper products, tires, wood products, metal, synthetic materials and other miscellaneous debris.

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

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO PROPOSERS NO. 640 DB**

**CODE: (SP)**

**DATE: 06/25/2014**

**SUBJECT: Fiber Reinforced Concrete**

Proposers are hereby advised that synthetic structural fibers meeting the requirements of Subsection 907-711.04 may be used in lieu of wire mesh in some items of construction. Substitution of fibers for wire mesh will be allowed in the construction of paved ditches, paved flumes, paved inlet apron, driveways, guard rail anchors and pile encasements. Substitution in any other items of work must be approved by the State Construction Engineer prior to use.

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO PROPOSERS NO. 1405 DB

CODE: (SP)

DATE: 06/25/2014

SUBJECT: ERRATA AND MODIFICATIONS TO THE 2004 STANDARD SPECIFICATIONS

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
101	201.01	In the second sentence of the first paragraph, change “salvable” to “salvageable”.
107	202.04	In the fourth sentence of the fourth paragraph, change “yard” to “feet”.
107	202.05	In the list of units measurements for 202-B, add “square foot”.
132	211.03.4	In the second sentence of the second paragraph, change “planted” to “plated”.
192	306.02.4	In the first line of the first paragraph, delete the word “be”.
200	307.03.7	In the fourth sentence of the second paragraph, change “lime-fly ash” to “treated”.
236	401.01	Change the header from “Section 403” to “Section 401”.
242	401.02.3.2	In the first sentence of the third full paragraph, add “1/8” in the blank before the inch mark.
250	401.02.6.3	In the second sentence of the first paragraph on page 250, change “rutting over ”” to “rutting over 1/8" ”.
253	401.02.6.4.2	In the paragraph preceding the table, change “91.0” to “89.0”.
259	401.03.1.4	In the first paragraph, change “92.0 percent” to “the specified percentage (92.0 or 93.0)”.
269	403.03.2	In the table at the top of page 269, change the PI requirement from “ = ” to “ ≤ ”.
278	404.04	In the second sentence, change the subsection from “401.04” to “403.04”.

283	409.02.2	Change “PG 64-22” to “PG 67-22”.
294	413.02	In the first sentence of the second paragraph, change “707.02.1.3” to “Subsection 707.02.1.3”.
340	511.04	In the second sentence of the second paragraph, change “412” to “512”.
349	601.03.3	In the first sentence, change “804.03.2” to “804.03.5”.
355	603.02	Change the subsection reference for Joint mortar from “707.03” to “714.11”.
369	604.04	In the first sentence, change “601.04” to “Subsection 601.04”.
427	619.04	Delete the second paragraph.
442	625.04	In the third paragraph, change “626.04” to “Subsection 626.04”.
444	626.03.1.2	Delete the third sentence of the first paragraph.
464	631.02	Change the subsection reference for Water from “714.01.0” to “714.01.1”.
570	682.03	Change the subsection number from “682-03” to “682.03”.
575	683.10.4	Change the subsection number from “683.10.4” to “683.04”.
575	683.10.5	Change the subsection number from “683.10.5” to “683.05”.
596	701.02	In the table under the column titled “Cementations material required”, change “Class F, FA” to “Class F FA,”.
603	702.11	In the first sentence, change “702.12” to “Subsection 702.12”.
612	703.04.2	In the fifth paragraph, delete “Subsection 703.11 and”.
616	703.07.2	In the Percentage By Weight Passing Square Mesh Sieves table, change the No. 10 requirement for Class 7 material from “30 - 10” to “30 - 100”.
618	703.13.1	In the first sentence of the first paragraph, change “703.09” to “703.06”.
618	703.13.2	In the first sentence, change “703.09” to “703.06”.

671	712.06.2.2	In the first sentence, change “712.05.1” to “Subsection 712.05.1”.
689	714.11.2	In the first sentence, change “412” to “512”.
709	715.09.5	In the first sentence of the first paragraph, change “guage” to “gauge”.
717	717.02.3.4	In the top line of the tension table, change “1 1/2” to “1 1/8” and change “1 1/8” to “1 1/2”.
741	720.05.2.2	In the last sentence of this subsection, change “720.05.2.1” to “Subsection 720.05.2.1”.
827	803.03.2.3.7.5.2	In the first sentence of the second paragraph, change “803.03.5.4” to “803.03.2.3.4”.
833	803.03.2.6	In the first sentence, change “803.03.7” to “803.03.2.5”.
854	804.02.11	In the last sentence of the first paragraph, change “automatically” to “automatic”.
859	804.02.13.1.3	In the last sentence, change Subsection “804.02.12.1” to “804.02.12”.
879	804.03.19.3.2	In the first sentence of the third paragraph, change “listed on of Approved” to “listed on the Approved”.
879	804.03.19.3.2	In the last sentence of the last paragraph, change “804.03.19.3.1” to “Subsection 804.03.19.3.1”.
962	814.02.3	In the first sentence, change “710.03” to “Subsection 710.03”.
976	820.03.2.1	In the first sentence, change “803.02.6” to “803.03.1.7”.
976	820.03.2.2	In the first sentence, change “803.03.9.6” to “803.03.1.9.2”.
985	Index	Change the subsection reference for Petroleum Asphalt Cement from “702.5” to “702.05”.
985	Index	Change the subsection reference for the Definition of Asphaltic Cement or Petroleum Asphalt from “700.2” to “700.02”.
985	Index	Change the subsection reference for Automatic Batchers from “501.03.2.4” to “804.02.10.4”.

986	Index	Delete “501.03.2” as a subsection reference for Batching Plant & Equipment.
988	Index	Change the subsection reference for the Central Mixed Concrete from “501.03.3.2” to “804.02.11”.
988	Index	Change the subsection reference for the Concrete Batching Plant & Equipment from “501.03.2” to “804.02.11”.
999	Index	Delete “501.03.3.3” as a subsection reference for Truck Mixers.
1001	Index	Change the subsection reference for Edge Drain Pipes from “605.3.5” to “605.03.5”.
1002	Index	Change the subsection reference for Metal Posts from “713.05.2” to “712.05.2”.
1007	Index	Change the subsection reference for Coarse Aggregate of Cement Concrete Table from “703.3” to “703.03”.
1007	Index	Change the subsection reference for Composite Gradation for Mechanically Stabilized Courses Table from “703.8” to “703.08”.
1009	Index	Delete “501.03.3.3” as a subsection reference for Truck Mixers and Truck Agitators.
1010	Index	Delete reference to “Working Day, Definition of”.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SUPPLEMENT TO NOTICE TO PROPOSERS NO. 1727 DB**

**DATE: 07/07/2014**

**PROJECT: DB/TCSP-7281-00(003) / 106494301 – Hinds County**

After the second paragraph on the first page of Notice to Proposers No. 1727 DB, add the following:

Name Insured: Illinois Central Railroad  
Description and Designation: Construction of Bridge Repairs on the Overhead Bridge on  
Woodrow Wilson Avenue and Mill Street  
Mile Post: Mile Post 0727.21, In Jackson, Mississippi

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

Illinois Central Railroad  
John W. Dinning  
Manager Engineering Services  
Illinois Central Railroad  
P.O. Box 2600  
Jackson, MS 39207  
(601) 914-2658

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO PROPOSERS NO. 1727 DB

CODE: (SP)

DATE: 06/25/2014

SUBJECT: Railway-Highway Provisions

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

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

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

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

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

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

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

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

Outside Contractors are prohibited from driving on, along, or across any track that does not have

a RAILROAD installed crossing. They may utilize an existing public crossing. The practice of allowing rubber tired equipment to operate over track with no crossing has been banned.

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

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO PROPOSERS NO. 1928 DB**

**CODE: (SP)**

**DATE: 04/14/2008**

**SUBJECT: Federal Bridge Formula**

Proposers are hereby advised that Federal Highway Administration Publication No. FHWA-MC-94-007, **BRIDGE FORMULA WEIGHTS**, dated January 1994, 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

[http://ops.fhwa.dot.gov/freight/sw/brdgcalf/calf\\_page.htm](http://ops.fhwa.dot.gov/freight/sw/brdgcalf/calf_page.htm)

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO PROPOSERS NO. 2168 DB**

**CODE: (SP)**

**DATE: 07/01/2014**

**SUBJECT: Fuel and Material Adjustments**

Proposers are advised that **NO FUEL OR MATERIAL ADJUSTMENT**, as addressed in Subsection 109.07 of the Standard Specifications, will be allowed on this project.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO PROPOSERS NO. 2382 DB**

**CODE: (SP)**

**DATE: 06/25/2014**

**SUBJECT: Status of Right-of-Way**

Although it is desirable to have acquired all rights-of-way and completed all 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 Proposer is hereby advised of possible unacquired rights-of-way, relocatees and utilities which have not been completed.

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

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

Mark C. McConnell  
Deputy Executive Director/  
Chief Engineer

Charles R. Carr  
Director  
Office of Intermodal Planning



Lisa M. Hancock  
Deputy Executive Director/  
Administration

Willie Huff  
Director  
Office of Enforcement

Melinda L. McGrath  
Executive Director

---

*P. O. Box 1850 / Jackson, MS 39215-1850 / Telephone (601) 359-7001 / FAX (601) 359-7110 / GoMDOT.com*

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August 21, 2014

Mr. Andrew Hughes  
Division Administrator  
FHWA-Mississippi Division  
100 West Capitol Street, Suite 1062  
Jackson, MS 39269

**RE:** DB/TCSP-7281-00(003)  
106494-301000  
Bridge on Woodrow Wilson  
Hinds County

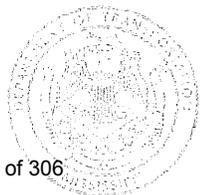
**AMENDED**  
**RIGHT-OF-WAY CERTIFICATION**

Dear Mr. Hughes:

This amends the right of way certificate dated July 7, 2014.

This project will be construction on existing highway right of way delineated on plans for previous State and Federal Aid Projects on file in offices of the Department of Transportation in Jackson. Since no additional right of way is required, there are no relocatees, improvements or Potentially Contaminated Sites involved in this project.

This project is a design-build and therefore the utilities that would be affected are listed. Impacts to utilities are not known at this time. The design build contractor shall be responsible for any adjustments to the utility lines that become impacted by the design and construction of this project.



Mr. Andrew Hughes  
August 21, 2014  
Page 2

Please note that there are encroachments listed on the attached report. The removal of the encroachments will be handled by the City of Jackson. See the letters attached.

**Attached:**

Status of Right of Way  
Encroachment Certification  
Utility Certification  
Status of Hazardous Waste Site  
Status of Buildings

Very truly yours,

RIGHT OF WAY DIVISION



Daniel B. Smith  
Division Administrator

DBS: ar

Pc: Chief Engineer (65-01)  
Contract Administration (74-01)  
Construction Engineer (73-01)  
District Five (25-01)  
Project Engineer (25-01 PE)  
Facility & Records Management (89-20)

**STATUS OF RIGHT-OF-WAY**

DB/TCSP-7281-00(003)

106494-301000

Hinds County

**August 21, 2014**

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

**None.**

Mark C. McConnell  
Deputy Executive Director/  
Chief Engineer

Lisa M. Hancock  
Deputy Executive Director/  
Administration



Dick Hall  
Central District Commissioner

J. Kevin Magee  
District 3 Engineer

David Foster  
District 5 Engineer

Melinda L. McGrath  
Executive Director

P. O. Box 90 / Newton, Mississippi 39345-0090 / Telephone (601) 683-3341 / FAX (601) 683-7030 / GoMDOT.com

July 3, 2014

**MEMORANDUM**

**TO:** PROPERTY MANAGEMENT OFFICER  
Mr. John Murray

**FROM:** CONSTRUCTION ASSISTANT  
Lisa Horton

**RE:** DB/TCSP-7281-00(003)  
106494/301000  
Woodrow Wilson Bridge over Mill Street

**EXISTING UTILITY FACILITIES ON PROJECT**

Railroad Utilities  
Level 3  
Entergy  
MCI- underground  
City of Jackson  
AT & T

LH:lh

PC: Construction Division  
Mr. Kent Reeves, Asst. Dist. Const. Engineer- Preconstruction



**REVISED**

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**  
**Inter-Departmental Memorandum**

**TO:** Ann R. Russell  
R.O.W. Division

**DATE:** July 18, 2014

**FROM:** Brian D. Ratliff *BDR*  
Resident Engineer

**SUBJECT OR PROJECT NO:** DB/TCSP-7281-00(003)  
106494/301000  
Bridge on Woodrow Wilson  
Over Mill Street

**INFORMATION COPY TO:**

**COUNTY :** Hinds

- PC: Kent Reeves (District Five)
- Frank Lovell (District Five)
- Hogan and Glenn (Construction)
- Project Files
- James Williams and Scot Ehrogott (Admin)

Please be advised, I certify that the above captioned project was inspected on July 17, 2014, and the following encroachments were found.

**East of Railroad Tracks:**

1. Utilities on East side of Mill Street running under the bridge
2. Utilities on West side of Mill Street running under the bridge
3. Asphalt parking lot under bridge on the West side of Mill Street
4. Metal Building on the North side of Woodrow Wilson between Railroad and Mill Street

**West of Railroad Tracks:**

**East of Ditch**

1. Fence under bridge
2. Utility under bridge

**West of Ditch**

3. Old utility pole near Bent 4, looks like nothing hooked to it
4. 2 Storage Trailers
5. A bunch of concrete blocks stored under the bridge
6. A bunch of Wooden Pallets
7. 2 Vehicles and 1 trailer
8. Security light power line running under the bridge
9. Utility inside the Railroad fence running under the bridge
10. Fence on west side of Railroad running under the bridge
11. Sewer manhole (being repaired by City of Jackson)
12. Water line near Bent 5

If more information is needed, please advise.

ASBESTOS CONTAMINATION STATUS OF BUILDINGS  
TO BE REMOVED BY THE CONTRACTOR  
DB/TCSP-7281-00(003)  
106494-301000  
Hinds County  
July 7, 2014

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

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

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

STATUS OF POTENTIALLY CONTAMINATED SITES  
DB/TCSP-7281-00(003)  
106494-301000  
Hinds County  
July 7, 2014

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.

Department of Public Works



200 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

**Tony Yarber**  
*Mayor of the City of Jackson*

August 15, 2014

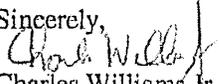
Mr. Jon Giedraitis  
Plant Manager  
Block USA  
104 W, Woodrow Wilson Ave.  
Jackson, MS 39213

RE: Removal of Encroachments from Right-of-Way

Dear Mr. Giedraitis:

The City of Jackson is working with the Mississippi Department of Transportation to rehabilitate the bridge structure on Woodrow Wilson Avenue crossing over Mill Street and Canadian National Railroad. In order for both agencies to move forward with the repairs, it is vital that all structures placed under bridge within the City of Jackson's right of way be removed by September 30, 2014. We request full cooperation regarding this matter to help expedite the repairs to the bridge structure.

If you have any questions, please contact Charles Williams Jr., P.E., PhD with the City of Jackson Department of Public Works at (601) 960-2352. Thank you for your immediate attention to this matter.

Sincerely,  
  
Charles Williams Jr., P.E., PhD  
Acting Engineering Manager  
Engineering Division  
City of Jackson Department of Public Works

Enclosure

cc: Robert Lee, P.E., Project Manager, Public Works  
James A. Williams, III, P.E., Assistant Chief Engineer – Operations

Department of Public Works



200 South President Street  
Post Office Box 17  
Jackson, Mississippi 39205-0017

Tony Yarber  
Mayor of the City of Jackson

August 15, 2014

Dave Robison  
President & Chief Executive Officer  
Delta Industries, Inc.  
100 W, Woodrow Wilson Ave.  
Jackson, MS 39213

RE: Removal of Encroachments from Right-of-Way

Dear Mr. Robison:

The City of Jackson is working with the Mississippi Department of Transportation to rehabilitate the bridge structure on Woodrow Wilson Avenue crossing over Mill Street and Canadian National Railroad. In order for both agencies to move forward with the repairs, it is vital that all structures placed under bridge within the City of Jackson's right of way be removed by September 30, 2014. We request full cooperation regarding this matter to help expedite the repairs to the bridge structure.

If you have any questions, please contact Charles Williams Jr., P.E., PhD, with the City of Jackson Department of Public Works at (601) 960-2352. Thank you for your immediate attention to this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Charles Williams Jr.", is written over a horizontal line.

Charles Williams Jr., P.E., PhD  
Acting Engineering Manager  
Engineering Division  
City of Jackson Department of Public Works

Enclosure

cc: Robert Lee, P.E., Project Manager, Public Works  
James A. Williams, III, P.E., Assistant Chief Engineer - Operations

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO PROPOSERS NO. 2618 DB**

**CODE: (SP)**

**DATE: 7/10/2014**

**SUBJECT: Project Scope**

**PROJECT: Design-Build Repairs to the Woodrow Wilson Avenue Bridge over Mill Street in Hinds County, Mississippi. Project No. DB/TCSP-7281-00(003)/106494-301000**

This Project shall include repairs and reconstruction to various structural and ancillary components of the Woodrow Wilson Avenue Bridge over Mill Street and the ICRR North Yard in order to maximize the use of available funds. The Commission intends to maximize the scope of work as indicated below.

This Project may include, but is not necessarily limited to, the following repairs: steel rail repair and replacement, rail post repair and replacement, joint repair and replacement, overhang bracket reconstruction and repair, abutment stabilization, steel girder repair, steel cross frame and stiffener repairs, removal and replacement of structural steel coatings, concrete riser reconstruction, bearing repair, deck and sidewalk repair, epoxy injection and patching, channel bank repair, bridge striping and removal of stripe, and clearing drain holes.

The scope of work for this Project may include, but is not limited to, the following design and construction work items:

## Design:

- Evaluation and analysis of existing conditions at each repair location
- Preliminary and final bridge superstructure and substructure design/repair and plan preparation
- Traffic control plan
- Utility coordination and utility relocation
- Quality control for design
- Surveying

Design shall meet all appropriate AASHTO *Policy on Geometric Design of Highways and Streets* (latest edition), AASHTO *Standard Specifications for Highway Bridges* (latest edition), *Manual on Uniform Traffic Control Devices* (latest edition) (MUTCD), and MDOT design criteria as modified by the RFP. Microstation and Geopak shall be used in the preparation of CADD files.

## Construction:

- Demolition necessary for improvements to the existing bridge with proper debris removal and disposal
- All necessary bridge work
- Surveying

- Drainage
- Traffic control
- Utility coordination and utility relocation
- Project management
- Construction management
- Safety

Construction shall comply with the MDOT *Standard Specifications for Road and Bridge Construction 2004 Edition* as modified by the RFP to accommodate specific Design-Build requirements, *Manual on Uniform Traffic Control Devices* (latest edition), MDOT Standard Drawings, any Special Provisions, and Notice to Bidders, current MDOT, AASHTO or ASTM publications.

Repair items 1-24 (**Mandatory**) shall be included in the Volume 1 – Technical Proposal.

1. Steel Rail Repair – Full Section Replacement
2. Steel Rail Repair – Picket Repair/Replacement
3. Rail Post Replacement
4. Rail Post Repairs – Patching
5. Rail Post Repairs – Epoxy Injection
6. Reconstruct Joint Overhang Brackets at All Bent Locations
7. Design and Construction of Stabilization Structure at Bent 22 (Including Epoxy Injection and Patching of Existing Stem Wall)
8. Spans 15 and 16 – Girder Bottom Flange Plate Crack Repairs
9. Spans 15 and 16 – Cross Frame and Stiffener Repairs
10. Spans 15 and 16 – Intermediate Joint Seals
11. Bridge Painting – Clean and Paint Exterior Girders at All Overhang Brackets (Epoxy Mastic)
12. Interior Overhang Bracket Repair – Epoxy Injection
13. Interior Overhang Bracket Repair – Partial Repair (Clean/Patch Sides and Bottom)
14. Interior Overhang Bracket Repair – Remove Loose Concrete Only

15. Clear Debris from All Drain Holes and Grout All Drains over Railroad Right of Way
16. Design and Construction of Bent 15 Riser and Bearings Replacement
17. Design and Construction of Bent 17 Riser and Bearings Replacement
18. Deck and Sidewalk Spall Repairs
19. Bent 1 Repairs – Epoxy Injection and Patching
20. Channel Bank Repair at Bent 3
21. Edge Beam Repairs
22. 6” Thermoplastic Edge Stripe – Continuous White, 6” Thermoplastic Traffic Stripe – Skip White, 6” Thermoplastic Traffic Stripe – Continuous Yellow, and Removal of Stripe (Per Notice to Proposers No. 4908 DB)
23. Bridge Concrete Spray Finish – Superstructure, Abutments, and East Approach Walls
24. Interior Bent Column Repairs

The Contractor may include the following repair items (**Optional**) of work in the following order of priority:

25. Deck Joint Repair at Bents
26. Bridge Painting – Clean and Paint Bearings and 2’ of All Girder Ends (Epoxy Mastic)
27. Bridge Painting – Remove Existing Coating and Recoat All Steel Rail (Per Special Provision No. 907-845-3 DB)
28. Bridge Concrete Spray Finish – Substructure
29. High Friction Surface Treatment
30. Bridge Painting – Remove Existing Coating and Recoat All Steel Superstructure (Per Special Provision No. 907-845-3 DB)

The Project will include all of the **Mandatory** repair items 1 through 24 and as many of the **Optional** bridge repair items in order of priority as indicated above up to a maximum lump sum proposal price of three million, six hundred thousand dollars (\$3,600,000.00). The Proposer is

required to determine the maximum number of bridge repair items to be completed in the order presented above. The Project shall include those bridge repairs listed above as detailed on the Contractor's Schedule Certificate, made a part of this Project by reference.

The Contractor shall complete all repair items in the Contractor's Schedule Certificate as provided in Attachment A: Bridge Repair Item Descriptions, in accordance with the standards and specifications indicated in this RFP.

### **Design and Construction Responsibilities**

The Contractor warrants that it will perform all services in accordance with the standards of care and diligence normally practiced by recognized engineering and construction firms in performing services and obligations of a similar nature. The Contractor warrants that the Project shall be fit for its intended purpose and that all materials and equipment furnished shall be of good quality and new unless otherwise authorized by the Commission and that the construction shall conform to the Contract requirements.

The Contractor, consistent with applicable state licensing laws, shall provide the necessary design Work. The design professionals employed by Contractor or procured from qualified design consultants shall be licensed by the State of Mississippi. The Work, includes, but is not limited to, surveys, traffic control, superstructure and substructure design for the preparation of the required drawings, false work, shoring, specifications and other contract documents necessary to permit the Contractor to complete the Project in accordance with the Contract.

The Contractor shall be fully and solely responsible for the accuracy of the design and compliance with specifications, standards and design criteria. The Contractor shall construct the Project in accordance with all applicable Federal, State and local Laws and the Contract. The Contractor shall perform quality control services as defined in the Technical Requirements, Section 3.2 Construction Testing Requirements.

The Contractor shall provide the necessary supervision, labor, inspection, material, equipment, machinery, temporary utilities and other temporary facilities to permit performance of all drainage, abutment stabilization, all traffic control, substructure and superstructure work, field layout work, design and construction management and all other work necessary to complete construction of the Project in accordance with the Contract. Contractor shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract. Contractor at all times shall exercise control over the means, methods, sequences and techniques of construction. Contractor's operations and construction methods shall comply with all applicable federal, state, and local regulations. Contractor is also responsible for worker safety, protection of the environment, and all applicable permit requirements unless specifically stated otherwise in this RFP document.

### **Control of Work**

The Contractor shall be solely responsible for determining the appropriate means, methods and scheduling necessary to complete the Work in a timely manner and in accordance with all

Contract requirements. MDOT and FHWA will have the right to review and inspect the Work at any time.

### 1. Contract Interpretations

The Engineer will decide all questions which may arise as to the quality and acceptability of materials, the Work and the progress of the Work; all questions which may arise as to the interpretation of the specifications; and all questions as to the fulfillment of the Contract.

The Engineer will have the authority, but not the responsibility to suspend the Work, wholly or in part, because of the Contractor's failure to correct conditions unsafe for workers or the general public, for failure to carry out provisions of the Contract, or for failure to carry out orders. The Engineer may also suspend Work for periods deemed necessary due to unsuitable weather conditions, for any conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed to be in the public interest. The Engineer may authorize, in writing, the continued prosecution of Work activities past their specified seasonal limits when it is determined that the quality of the Work will not be reduced and the public interest will be best served. The Engineer will have authority to enforce and make effective all decisions and orders relating to the Contract.

### 2. Governmental Approvals and Permits

The Contractor is responsible for obtaining all Governmental Approvals and permits, except those specifically designated as MDOT obtained permits, necessary to construct the Project. Copies of all correspondence and permits shall be forwarded to MDOT within seven (7) days after the correspondence is received. The Contractor shall integrate design practices to avoid and/or minimize potential Work impacts to wetlands and waters of the US. The Contractor shall bear the cost and responsibility of resolving any deviations among the Project Right-of-Way limits, drawings or other information included in the permits that would violate the intent or spirit of the permits. Any proposed changes within the permitted areas shall be coordinated with MDOT and the appropriate agency, and performed to MDOT's satisfaction.

### 3. Plans for Construction

Prior to the start of construction of any phase or portion of Work, the Contractor shall have plans stamped by MDOT as "Released for Construction" for that phase or portion of Work.

**WOODROW WILSON OVER MILL ST. & ICRR RAILROAD - BRIDGE REPAIR SUMMARY**

<b>Repair Item Description</b>	
1	Steel Rail Repair - Full Section Replacement
2	Steel Rail Repair - Picket Repair/Replacement
3	Rail Post Replacement
4	Rail Post Repairs - Patching
5	Rail Post Repairs - Epoxy Injection
6	Reconstruct Joint Overhang Brackets at All Bent Locations
7	Design & Construction of Stabilization Structure at Bent 22 (Including Epoxy Injection & Patching)
8	Spans 15 & 16 - Girder Bottom Flange Plate Crack Repairs
9	Spans 15 & 16 - Cross Frame and Stiffener Repairs
10	Spans 15 & 16 - Intermediate Joint Seals
11	Bridge Painting - Clean & Paint Exterior Girders At All Overhang Brackets (epoxy mastic)
12	Interior Overhang Bracket Repair - Epoxy Injection
13	Interior Overhang Bracket Repair - Partial Repair (Clean/Patch Sides & Bott.)
14	Interior Overhang Bracket Repair - Remove Loose Concrete Only
15	Clear Debris From All Drain Holes & Grout All Drains Over RR
16	Design and Construction of Bent 15 Riser & Bearings Replacement
17	Design and Construction of Bent 17 Riser & Bearings Replacement
18	Deck and Sidewalk Spall Repairs
19	Bent 1 Repairs - Epoxy Injection & Patching
20	Channel Bank Repair at Bent 3
21	Edge Beam Repairs
22	Bridge Striping and Removal of Stripe (Per Notice to Proposers No. 4908 DB)
23	Bridge Concrete Spray Finish - Superstructure, abutments & east approach walls
24	Interior Bent Column Repairs
25	Deck Joint Repair at Bents
26	Bridge Painting - Clean & Paint Bearings And 2' of All Girder Ends (epoxy mastic)
27	Bridge Painting - Remove Existing Coating & Recoat All Steel Rail - Full Containment
28	Bridge Concrete Spray Finish - Substructure
29	High Friction Surface Treatment
30	Bridge Painting - Remove Existing Coating & Recoat All Steel Superstructure - Full Containment

## **STEEL RAIL REPLACEMENT/REPAIR (Repair Items 1 & 2)**

### Full Section Replacements (Repair Item 1):

Span 15 - North Side - between posts 4 & 5

Span 18 - North Side - between posts 2 & 3

Span 18 - North Side - between posts 3 & 4

Span 19 - South Side - between posts 5 & 6

### Picket Repair\*/Replacement (Repair Item 2):

Span 6 - North Side - between posts 3 & 4

Span 9 - North Side - between posts 1 & 2

Span 9 - North Side - between posts 3 & 4

Span 9 - South Side - between posts 5 & 6

Span 11 - North Side - between posts 3 & 4

Span 14 - South Side - between posts 5 & 6

Span 16 - South Side - between posts 11 & 12

Span 16 - South Side - between posts 15 & 16

Ret. Wall - North Side - between posts 30 & 31

Ret. Wall - North Side - between posts 25 & 26

Ret. Wall - South Side - between posts 10 & 11

\*Repair as per the MDOT provided as-builts.

### **RAIL POST REPLACEMENT (Repair Item 3)**

Post Replacement:

(Includes all posts that require replacement due to steel rail replacement)

(Local edge beam damage shall be repaired as per the MDOT provided as-builts as part of this item)

Span 15 - Post 4

Span 15 - Post 5

Span 18 - Post 2

Span 18 - Post 3

Span 18 - Post 4

Span 19 - Post 5

Span 19 - Post 6

**RAIL POST REPAIR AND/OR REPLACEMENT (Repair Items 3, 4 & 5)**

(Observed post repairs + replacements additional to those due to steel rail damage)

Span	Post	(Repair Item 3)	(Repair Item 5)	(Repair Item 4)
		Post Replacement	Epoxy Injection of Post Cracks	Patching of Post Spalls
1	3		X	
1	4			X
2	6		X	X
4	7		X	
4/5	8/5	X		
5	3			X
5/6	4/1	X		
5	6		X	
6/7	4/1	X		
7	3			X
9	3		X	
9	4			X
10	3		X	
10/11	4/1	X		
10	8		X	
12	3		X	
12	4		X	
13	7		X	X
13/14	8/5	X		
14	3			X
14/15	4/1	X		
14/15	8/9			X
15	6		X	X
15	7		X	
15/16	8/1	X		
15	9			X
16	4			X
16	8			X
21	1		X	
21	2		X	
21	4		X	X
21	8		X	X
Retaining Wall North			X	
Retaining Wall South		X	X	

Posts 8,9,20,21,24,25&30  
Post 1 (Repl),5&18 (EI)

**JOINT OVERHANG BRACKET RECONSTRUCTION (Repair Item 6)**

(Re-Establish All Overhang Brackets as per MDOT provided as-builts)

1.) Overhang Bracket Repair at all bents:

Remove all concrete encasement from brackets and

Replace the encasement as per MDOT provided as-builts

**EAST ABUTMENT (ABUT. 22) REPAIRS (Repair Item 7)**

(Epoxy Injection and Spall Patching At All Visible Areas + Design and Construction of Stabilization Structure)

**SPAN 15 & 16 GIRDER BOTTOM FLANGE PLATE CRACK REPAIRS (Repair Item 8)**

(Includes Rivet Removal and Installing Splice Plates & High Strength Bolts At All Crack Locations)

Span 15 (over RR)

Span 16 (over Mill St.)

**SPANS 15 & 16 CROSS FRAMES AND STIFFENER REPAIRS (Repair Item 9)**

Span 15 - Cross Frame 2:

Remove all existing members with connections  
and replace entire crossframe as per MDOT provided as-builts

Span 15 - Transverse Stiffeners @ G1 & G8:

Replace transverse stiffeners

Span 15 - Cross Frame 4:

Replace transverse stiffener @ girder 8

Span 16 - Cross Frame 3:

Replace all existing top strut double  
angles with new angles & new bolts

**SPANS 15 & 16 INTERMEDIATE JOINT SEALS (Repair Item 10)**

Bridge Deck Intermediate Joint Sealing

Intermediate joints in spans 15 and 16 shall be cleaned and sealed with a poured in place joint seal from MDOT's approved product list, specifically "Silicone Joint Material - Bridge."

Span 15

Span 16

**BRIDGE PAINTING - CLEAN & PAINT BEARINGS AND GIRDER ENDS (Repair Items 26 & 11)**

1.) Clean & Paint Bearings And 2' of Girder Ends (Repair Item 26):

Pressure Wash All Bearings and 2' of All Girder Ends

Paint All Bearings And 2' of All Girder Ends  
Using Epoxy Mastic

2.) Clean & Paint Exterior Girders at All Overhang Brackets (Epoxy Mastic) (Repair Item 11)

**INTERIOR OVERHANG BRACKET (OHB) REPAIR (Repair Items 12, 13 & 14)**

(Does not include overhang brackets at joints)

Span	OHB	(Repair Item 12)	(Repair Item 13)	(Repair Item 14)
		Epoxy Injection	Partial Repair (remove loose concrete & patch sides & bottom)	Remove loose concrete only
1	1			X
1	2			X
1	5			X
15	2	X		
15	3	X	X	
15	4	X		
15	5	X		
15	6	X	X	
15	7	X		
15	10	X		
15	11	X		
15	12	X		
15	13	X	X	
15	14	X		
15	15	X		
16	2	X	X	
16	3	X		
16	6	X		
16	7			X
16	11	X		
16	12		X	
16	14	X		
16	15			X
20	6			X
20	7			X
21	2			X
21	5			X

## **DECK DRAIN HOLES (Repair Item 15)**

40' Approach spans:

Clear debris from drain holes  
and plug over RR ROW

Span 15 (over RR):

Clear debris from drain holes  
and plug over RR ROW

Span 16 (over Mill St.):

Clear debris from drain holes

**DESIGN AND CONSTRUCTION OF BENT 15 RISER & BEARINGS REPLACEMENT (Repair Item 16)**

(Design and construct riser and replace span 14 bearings)

Design and construct Bent 15 riser and replace existing Span 14 bearings with new bearings located at the centerline of the riser

**DESIGN AND CONSTRUCTION OF BENT 17 RISER & BEARINGS REPLACEMENT (Repair Item 17)**

(Reset span 16 rocker bearings, design and construct riser, and replace span 17 bearings

Jack span 16 girders and reset rocker bearings

Design and construct Bent 17 riser and replace existing bearings with new bearings located at the centerline of the riser

Reset/Replace Span 17 exterior girder bearings and locate in center of steel pedestal

**DECK & SIDEWALK SPALL REPAIRS (Repair Item 18)**

(Includes spall patching at all visible areas of deck and sidewalk spall)

**WEST ABUTMENT (BENT 1) REPAIRS (Repair Item 19)**

Epoxy Injection and Spall Patching At All Visible Areas

**CHANNEL BANK REPAIR AT BENT 3 (Repair Item 20)**

Channel at Bent 3 shall be repaired with concrete to match existing channel bank cross section

**EDGE BEAM REPAIRS AT INTERIOR POSTS & OVERHANG BRACKETS (Repair Item 21)**

(Patch spalls in edge beam beneath interior posts)

Span 8 - Post 4

Span 12 - Post 3

Span 12 - Post 8

Span 15 - Post 11

Span 15 - Post 14

Span 16 - Post 3

Span 16 - Post 11

Span 19 - Post 1

**INTERIOR BENT COLUMN REPAIR - EPOXY INJECTION (Repair Item 24)**

(Epoxy inject all cracks .025" or greater)

## **DECK & SIDEWALK JOINT REPAIR (Repair Item 25)**

Bridge Deck Joint Sealing

At all abutments/bents except @ bents 15 & 17

Saw Cut and Seal per Standard Joint Drawings from Curb to Curb

Bridge Deck & Sidewalk Joint Repair

Bents 15 & 17 (existing steel sliding plates)

Remove Existing Sliding Plates & Armor from Curb to Curb And Repair per Standard Joint Drawings

Existing Sliding Plates & Armor to be Repaired or Remain on Sidewalk

**BRIDGE CONCRETE SPRAY FINISH (Repair Items 23 & 28)**

Repair Item 23:

NOTE: The spray finish area shall include the superstructure, abutments & east approach retaining walls (no substructure)

Repair Item 28:

NOTE: The spray finish area shall include substructure only

**HIGH FRICTION SURFACE TREATMENT (Repair Item 29)**

Apply High Friction Surface Treatment on all concrete traveling lanes on the bridge

**BRIDGE PAINTING - STEEL SUPERSTRUCTURE AND RAIL (Repair Items 27 & 30)**

(Repair Item 27)

1.) Remove Existing Coating And Recoat All Steel Rail using 3 Coat System with Full Containment

(Repair Item 30)

2.) Remove Existing Coating And Recoat All Steel Superstructure using 3 Coat System with Full Containment

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO PROPOSERS NO. 2818 DB**

**CODE: (SP)**

**DATE: 06/25/2014**

**SUBJECT: Non-Quality Control / Quality Assurance Concrete**

Proposers are advised that all concrete items will not be accepted based on the Quality Control / Quality Assurance (QC/QA) requirements of Section 804 of the specifications. The acceptance of concrete will be based on sampling and testing at the project site by MDOT forces. The Contractor is required to submit mix designs to accomplish this work in accordance with Section 804 and perform normal Quality Control functions at the concrete plant. Acceptance will be in accordance with the requirements of 907-601, Structural Concrete, and TMD-20-04-00-000. At the discretion of the Engineer, the Contractor may request that the concrete be accepted based on QC/QA requirements.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO PROPOSERS NO. 2937 DB**

**CODE: (SP)**

**DATE: 06/25/2014**

**SUBJECT: Reduced Speed Limit Signs**

Proposers are advised that all black and white speed limits signs that are used to reduce the speed limit through construction zones shall be covered or removed during times when the Contractor is not performing work. If the Contractor has a routine daytime operation and is not working at night, the signs shall be covered or removed during the nighttime when there is no work activity.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO PROPOSERS NO. 3655 DB**

**CODE: (SP)**

**DATE: 06/25/2014**

**SUBJECT: Type III Barricade Rails**

Proposers are advised that the use of 2-inch nominal thickness timber for rails on Type III barricades has not been approved by NCHRP as a crashworthy device. Therefore, the use of 2-inch nominal thickness timbers will not be allowed for rails on Type III Barricades. Timber rails for Type III Barricades shall be as follows.

- For barricades up to four feet (4') wide, the maximum thickness of timber rails shall be one inch (1") and the material shall be pine timber or ¾-inch ACX plywood.
- For barricades more than four feet (4') wide, timber rails shall be constructed of ¾-inch ACX plywood.

A list of crashworthy Type III Barricades can be found at the below FHWA website.

[http://safety.fhwa.dot.gov/roadway\\_dept/policy\\_guide/road\\_hardware/wzd/](http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/wzd/)

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 – NOTICE TO PROPOSERS NO. 4100 DB**

**CODE: (SP)**

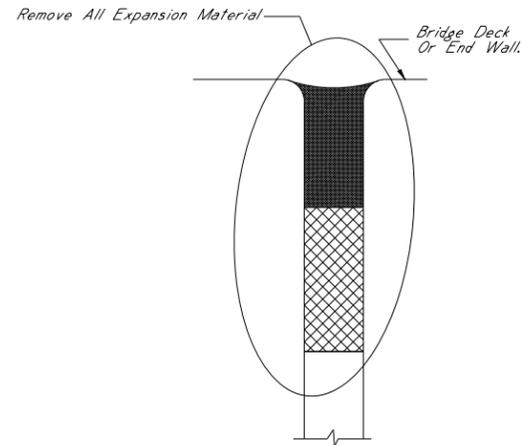
**DATE: 09/05/2012**

**SUBJECT: Standard Drawings**

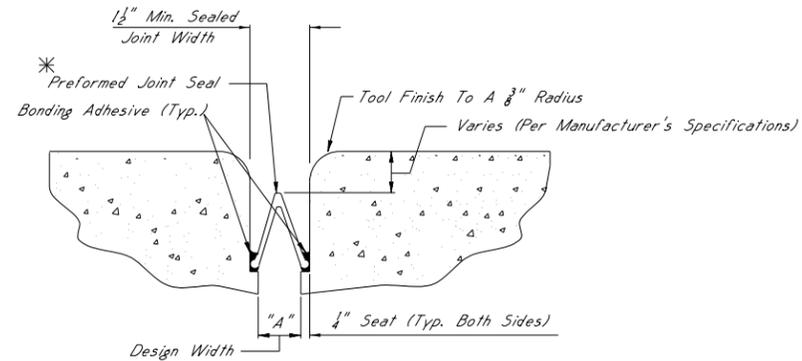
Standard Drawings attached hereto shall govern appropriate items of required work.

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](mailto:plans@mdot.state.ms.us)



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



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

**\*NOTES:**

- The Preformed Joint Seal Shall Be One Of The Following, Installed According To The Manufacturer's Specifications:
  - A. Silicoflex Joint Sealing System  
Manufactured By R.J. Watson, Inc. In Alden, NY  
[www.rjwatson.com](http://www.rjwatson.com)
  - B. Wabo SPS Joint System  
Manufactured By Watson Bowman Acme Corporation In Amherst, NY  
[www.wbacorp.com](http://www.wbacorp.com)
  - C. V-Seal Expansion Joint System  
Manufactured By The D.S. Brown Company In North Baltimore, OH  
[www.dsbrown.com](http://www.dsbrown.com)
- For Estimating Purposes, The R.J. Watson Silicoflex Joint Sealing System Was Selected. However, Should Another Supplier Be Chosen, It Is The Contractor's Responsibility To Ensure That The Manufacturer's Recommendations Are Followed For Joint Preparation, Installation Depths And Widths, Adhesive Setting Times, And Any Other Variances Between The Specifications Provided By The Manufacturers. A Manufacturer Representative Shall Be Present At The Time Joint Sealing Begins To Ensure That The Contractor Is Properly Schooled In Installation Of The Joint Material.
- Joints Shall Be Sealed At Their Design Widths, Dimension "A", Which Is Defined As, The Actual Width Of The Joint Opening. This Width Does Not Account For The 1/4" Seat Required On Both Sides Of The Joint. Preformed Joint Seal, Type I, Shall Be Used For Design Widths Less Than 2". Preformed Joint Seal, Type II, Shall Be Used For Design Widths Greater Than Or Equal To 2", With The Maximum Design Width Being 2 1/2". In Cases Where Design Widths Are Greater Than 2 1/2", Another Type Of Expansion Material Shall Be Required As Directed By The Director Of Structures, State Bridge Engineer. It Is The Contractor's Responsibility To Ensure That The Size Selected Is Appropriate For The Width Of The Joint.

**NOTES ON ASSOCIATED ITEMS OF WORK:**

**808-A001 JOINT PREPARATION**

**Description:** Shall Include The Work Necessary To Repair Joints In Preparation For The Placement Of New Expansion Material, As Designated In The Detail Drawings Provided. Epoxy Mortar Shall Also Be Included Under This Item Of Work. Removal Of Existing Silicone Sealed, Compression, And AC Sealed Joint Materials Will Not Be Paid For Directly And Shall Be Considered As Absorbed Under This Item Of Work. All Other Requirements Shall Be In Accordance With The Applicable Provisions Of Section 808 Of The Specifications And Any Other Sections Specified Therein.

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

907-823-B001 SAW CUT, TYPE I & 907-823-B002 SAW CUT, TYPE II

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

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

907-823-A001 PREFORMED JOINT SEAL, TYPE I  
907-823-A002 PREFORMED JOINT SEAL, TYPE II

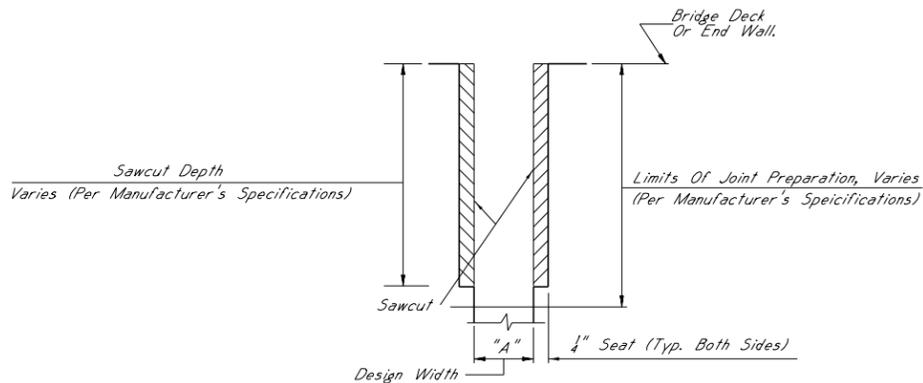
**Basis Of Payment:** The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Centerline Joint.

**EPOXY MORTAR AND POLYMER CONCRETE NOTES:**

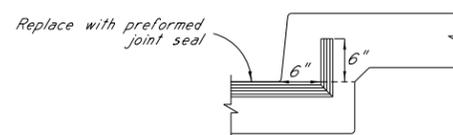
Either Epoxy Mortar Or Polymer Concrete May Be Used. Guidelines For Selection Of Materials Can Be Found In Section 808 of the Specifications.

**GENERAL NOTES:**

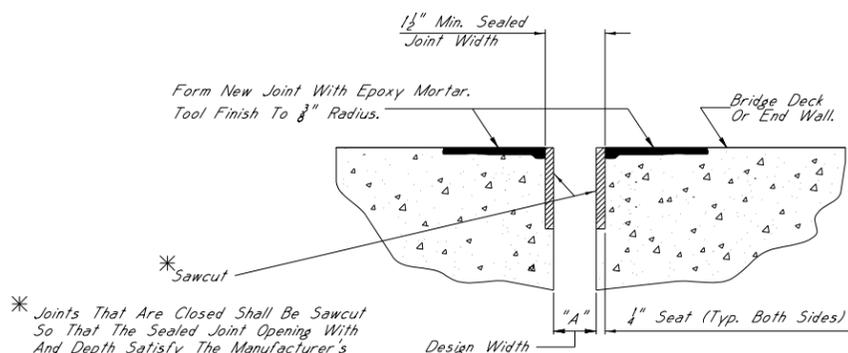
- Specifications: Mississippi Standard Specifications For Road And Bridge Construction, 2004.
- No Change Of Plans Will Be Permitted Except By Written Approval Of The Director Of Structures, State Bridge Engineer. Minor Changes To Detail Of Design Or Construction Procedure May Be Authorized By The Bridge Engineer Provided Such Changes Will Not Be Cause For Contract Price Adjustment.
- Work For Which No Pay Item Is Provided In The Proposal Will Not Be Paid For Directly And Shall Therefore Be Considered An Absorbed Item of Work.



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



**ELEVATION AT END OF SPAN**  
The Joint Seal Should Stop At The Curb

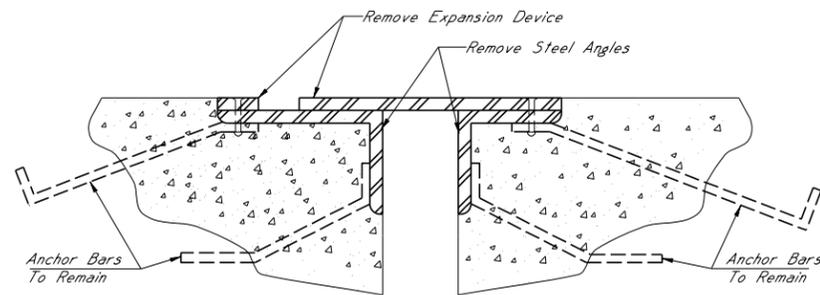


\* Joints That Are Closed Shall Be Sawcut So That The Sealed Joint Opening With And Depth Satisfy The Manufacturer's Recommendation. Full Depth Sawcuts Are Not Allowed.

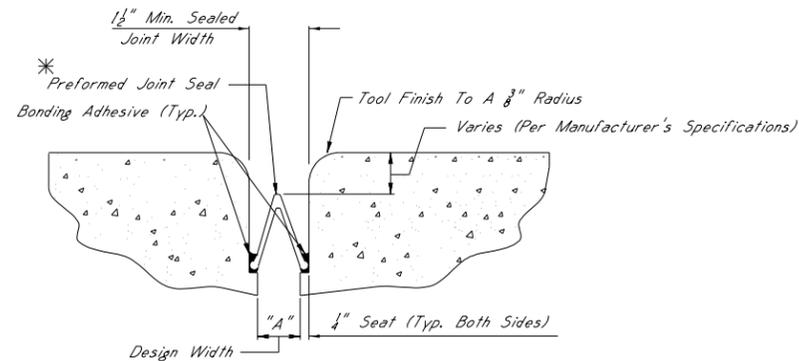
**TYPICAL SECTION AT SAWCUT & JOINT REPAIR**  
Showing Area Where Repairs Are Made After Sawcut, With Epoxy Mortar Or Approved Equivalent



BY		MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
REVISIONS		JOINT REPAIR AC SEALED EXPANSION JOINTS	
		PROJECT	
		COUNTY	WORKING NUMBER
DATE	DESIGNER	CHECKER	SHEET NUMBER
	DETAILER	ISSUE DATE	
	DIRECTOR OF STRUCTURES, STATE BRIDGE ENGINEER - NICK J. ALTABELLI PE.		
	DEP. DIRECTOR OF STRUCTURES, ASSIST. STATE BRIDGE ENGINEER - JUSTIN WALKER PE.		



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



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

**\*NOTES:**

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

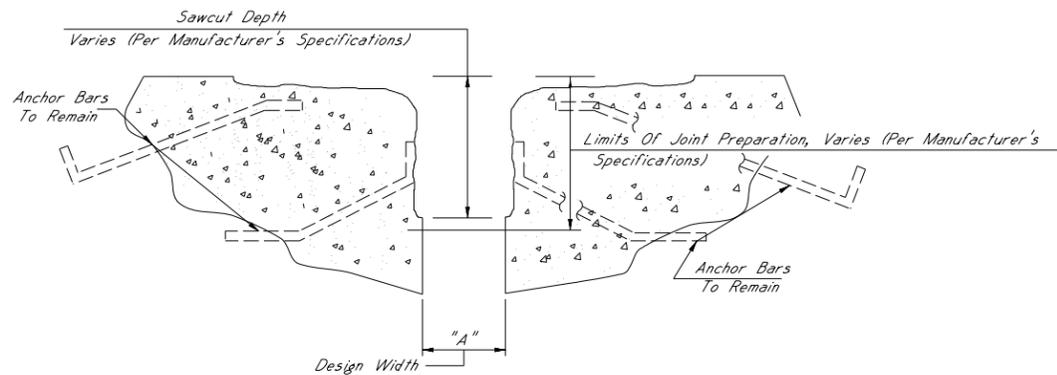
A. Silicoflex Joint Sealing System  
Manufactured By R.J. Watson, Inc. In Alden, NY  
www.rjwatson.com

B. Wabo SPS Joint System  
Manufactured By Watson Bowman Acme Corporation In Amherst, NY  
www.wbacorp.com

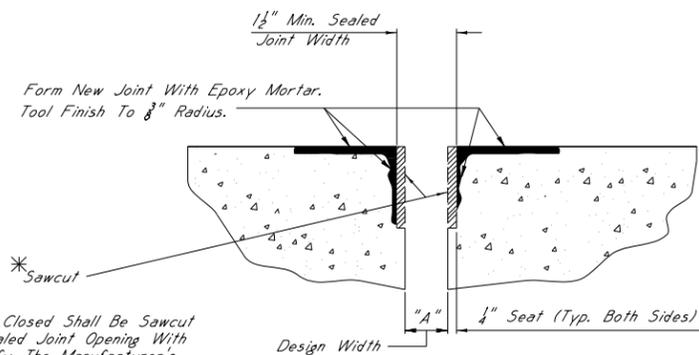
C. V-Seal Expansion Joint System  
Manufactured By The D.S. Brown Company In North Baltimore, OH  
www.dsbrown.com

2. For Estimating Purposes, The R.J. Watson Silicoflex Joint Sealing System Was Selected. However, Should Another Supplier Be Chosen, It Is The Contractor's Responsibility To Ensure That The Manufacturer's Recommendations Are Followed For Joint Preparation, Installation Depths And Widths, Adhesive Setting Times, And Any Other Variances Between The Specifications Provided By The Manufacturers. A Manufacturer Representative Shall Be Present At The Time Joint Sealing Begins To Ensure That The Contractor Is Properly Schooled In Installation Of The Joint Material.

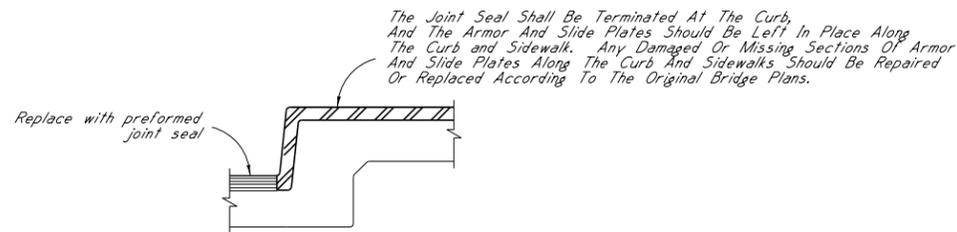
3. Joints Shall Be Sealed At Their Design Widths, Dimension "A", Which Is Defined As, The Actual Width Of The Joint Opening. This Width Does Not Account For The 1/4" Seat Required On Both Sides Of The Joint. Preformed Joint Seal, Type I, Shall Be Used For Design Widths Less Than 2". Preformed Joint Seal, Type II, Shall Be Used For Design Widths Greater Than Or Equal To 2", With The Maximum Design Width Being 2 1/2". In Cases Where Design Widths Are Greater Than 2 1/2", Another Type Of Expansion Material Shall Be Required As Directed By The Director Of Structures, State Bridge Engineer. It Is The Contractor's Responsibility To Ensure That The Size Selected Is Appropriate For The Width Of The Joint.



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



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



**ELEVATION AT END OF SPAN**

**NOTES ON ASSOCIATED ITEMS OF WORK:**

**202-B298 REMOVAL OF EXISTING JOINT MATERIAL**

Description: Shall Include The Removal Of Material Associated With Armor, Sliding Plate, And Neoprene Expansion Joints, As Designated In The Detail Drawings Provided. Other Joint Types Shall Not Be Included Under This Item Of Work Unless Otherwise Directed By The Engineer.

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

**808-A001 JOINT PREPARATION**

Description: Shall Include The Work Necessary To Repair Joints In Preparation For The Placement Of New Expansion Material, As Designated In The Detail Drawings Provided. Epoxy Mortar Shall Also Be Included Under This Item Of Work. Removal Of Existing Silicone Sealed, Compression, And AC Sealed Joint Materials Will Not Be Paid For Directly And Shall Be Considered As Absorbed Under This Item Of Work. All Other Requirements Shall Be In Accordance With The Applicable Provisions Of Section 808 Of The Specifications And Any Other Sections Specified Therein.

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

**907-823-B001 SAW CUT, TYPE I & 907-823-B002 SAW CUT, TYPE II**

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

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

**907-823-A001 PREFORMED JOINT SEAL, TYPE I  
907-823-A002 PREFORMED JOINT SEAL, TYPE II**

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

**EPOXY MORTAR AND POLYMER CONCRETE NOTES:**

Either Epoxy Mortar Or Polymer Concrete May Be Used. Guidelines For Selection Of Materials Can Be Found In Section 808 of the Specifications.

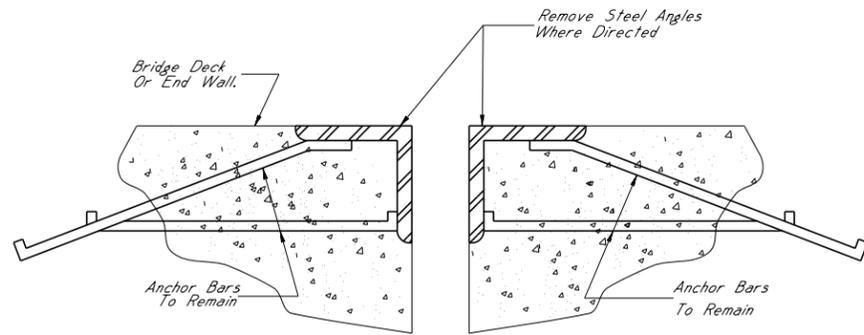
**GENERAL NOTES:**

- Specifications: Mississippi Standard Specifications For Road And Bridge Construction, 2004.
- No Change Of Plans Will Be Permitted Except By Written Approval Of The Director Of Structures, State Bridge Engineer. Minor Changes To Detail Of Design Or Construction Procedure May Be Authorized By The Bridge Engineer Provided Such Changes Will Not Be Cause For Contract Price Adjustment.
- Work For Which No Pay Item Is Provided In The Proposal Will Not Be Paid For Directly And Shall Therefore Be Considered An Absorbed Item of Work.

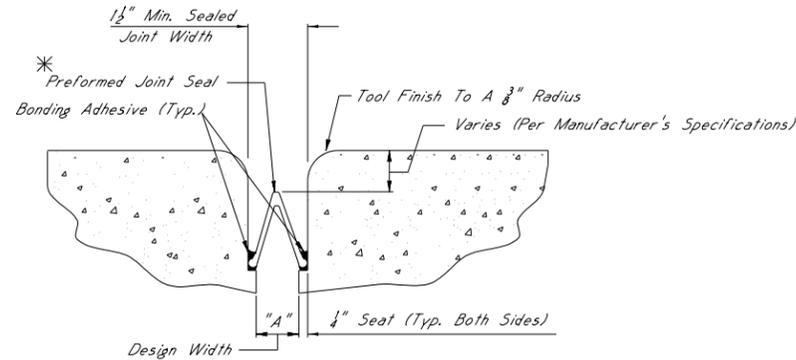
\* Joints That Are Closed Shall Be Sawcut So That The Sealed Joint Opening With And Depth Satisfy The Manufacturer's Recommendation. Full Depth Sawcuts Are Not Allowed.



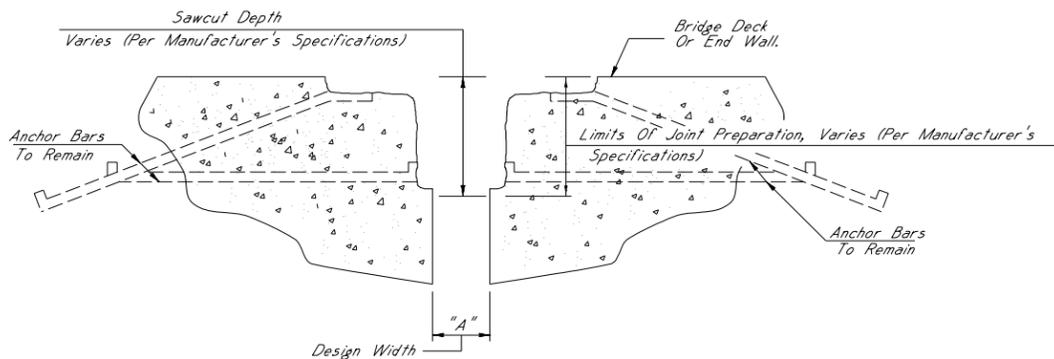
BY		MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
REVISIONS		JOINT REPAIR SLIDING PLATE EXPANSION JOINTS	
		PROJECT	
		COUNTY	
		WORKING NUMBER	
DATE	DESIGNER	CHECKER	SHEET NUMBER
	DETAILER	ISSUE DATE	
	DIRECTOR OF STRUCTURES, STATE BRIDGE ENGINEER - NICK J. ALTABELLI PE.		
	DEP. DIRECTOR OF STRUCTURES, ASSIST. STATE BRIDGE ENGINEER - JUSTIN WALKER PE.		



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



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



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

**\*NOTES:**

- The Preformed Joint Seal Shall Be One Of The Following, Installed According To The Manufacturer's Specifications:
  - A. Silicoflex Joint Sealing System  
Manufactured By R.J. Watson, Inc. In Alden, NY  
[www.rjwatson.com](http://www.rjwatson.com)
  - B. Wabo SPS Joint System  
Manufactured By Watson Bowman Acme Corporation In Amherst, NY  
[www.wbacorp.com](http://www.wbacorp.com)
  - C. V-Seal Expansion Joint System  
Manufactured By The D.S. Brown Company In North Baltimore, OH  
[www.dsbrown.com](http://www.dsbrown.com)
- For Estimating Purposes, The R.J. Watson Silicoflex Joint Sealing System Was Selected. However, Should Another Supplier Be Chosen, It Is The Contractor's Responsibility To Ensure That The Manufacturer's Recommendations Are Followed For Joint Preparation, Installation Depths And Widths, Adhesive Setting Times, And Any Other Variances Between The Specifications Provided By The Manufacturers. A Manufacturer Representative Shall Be Present At The Time Joint Sealing Begins To Ensure That The Contractor Is Properly Schooled In Installation Of The Joint Material.
- Joints Shall Be Sealed At Their Design Widths, Dimension "A", Which Is Defined As The Actual Width Of The Joint Opening. This Width Does Not Account For The 1/4" Seat Required On Both Sides Of The Joint. Preformed Joint Seal, Type I, Shall Be Used For Design Widths Less Than 2". Preformed Joint Seal, Type II, Shall Be Used For Design Widths Greater Than Or Equal To 2". With The Maximum Design Width Being 28". In Cases Where Design Widths Are Greater Than 28", Another Type Of Expansion Material Shall Be Required As Directed By The Director Of Structures, State Bridge Engineer. It Is The Contractor's Responsibility To Ensure That The Size Selected Is Appropriate For The Width Of The Joint.

**NOTES ON ASSOCIATED ITEMS OF WORK:**

**202-B298 REMOVAL OF EXISTING JOINT MATERIAL**  
Description: Shall Include The Removal Of Material Associated With Armor, Sliding Plate, And Neoprene Expansion Joints, As Designated In The Detail Drawings Provided. Other Joint Types Shall Not Be Included Under This Item Of Work Unless Otherwise Directed By The Engineer.  
Basis Of Payment: Removal Of Armor And Sliding Plate Joint Material Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Bridge Deck On Each Side Of The Centerline Joint, While Removal Of Neoprene Joint Material Will Only Be Paid For As The Length Along The Centerline Of The Joint.

**808-A001 JOINT PREPARATION**  
Description: Shall Include The Work Necessary To Repair Joints In Preparation For The Placement Of New Expansion Material, As Designated In The Detail Drawings Provided. Epoxy Mortar Shall Also Be Included Under This Item Of Work. Removal Of Existing Silicone Sealed, Compression, And AC Sealed Joint Materials Will Not Be Paid For Directly And Shall Be Considered As Absorbed Under This Item Of Work. All Other Requirements Shall Be In Accordance With The Applicable Provisions Of Section 808 Of The Specifications And Any Other Sections Specified Therein.  
Basis Of Payment: The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Bridge Deck On Each Side Of The Centerline Joint.

**907-823-B001 SAW CUT, TYPE I & 907-823-B002 SAW CUT, TYPE II**  
Description: The Saw Cut Depth Shall Be Equivalent To The Installation Depth Required By The Manufacturer's Specifications. The Saw Cut Type Shall Be The Same As The Preformed Joint Seal Selected.  
Basis Of Payment: The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Bridge Deck On Each Side Of The Centerline Joint.

**907-823-A001 PREFORMED JOINT SEAL, TYPE I & 907-823-A002 PREFORMED JOINT SEAL, TYPE II**  
Description: The Saw Cut Depth Shall Be Equivalent To The Installation Depth Required By The Manufacturer's Specifications. The Saw Cut Type Shall Be The Same As The Preformed Joint Seal Selected.  
Basis Of Payment: The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Bridge Deck On Each Side Of The Centerline Joint.

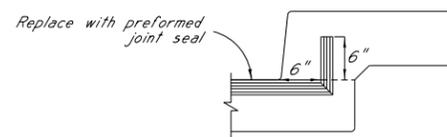
**907-823-A001 PREFORMED JOINT SEAL, TYPE I & 907-823-A002 PREFORMED JOINT SEAL, TYPE II**  
Description: The Saw Cut Depth Shall Be Equivalent To The Installation Depth Required By The Manufacturer's Specifications. The Saw Cut Type Shall Be The Same As The Preformed Joint Seal Selected.  
Basis Of Payment: The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Centerline Joint.

**EPOXY MORTAR AND POLYMER CONCRETE NOTES:**

Either Epoxy Mortar Or Polymer Concrete May Be Used. Guidelines For Selection Of Materials Can Be Found In Section 808 of the Specifications.

**GENERAL NOTES:**

- Specifications: Mississippi Standard Specifications For Road And Bridge Construction, 2004.
- No Change Of Plans Will Be Permitted Except By Written Approval Of The Director Of Structures, State Bridge Engineer. Minor Changes To Detail Of Design Or Construction Procedure May Be Authorized By The Bridge Engineer Provided Such Changes Will Not Be Cause For Contract Price Adjustment.
- Work For Which No Pay Item Is Provided In The Proposal Will Not Be Paid For Directly And Shall Therefore Be Considered An Absorbed Item of Work.



**ELEVATION AT END OF SPAN**  
The Joint Seal Should Stop At The Curb

\* Joints That Are Closed Shall Be Sawcut So That The Sealed Joint Opening With And Depth Satisfy The Manufacturer's Recommendation. Full Depth Sawcuts Are Not Allowed.

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



BY MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
JOINT REPAIR ARMORED EXPANSION JOINTS	
PROJECT	WORKING NUMBER
COUNTY	SHEET NUMBER
DESIGNER _____	CHECKER _____
DATE _____	ISSUE DATE _____
DIRECTOR OF STRUCTURES, STATE BRIDGE ENGINEER - NICK J. ALTARELLI PE.	
DEP. DIRECTOR OF STRUCTURES, ASSIST. STATE BRIDGE ENGINEER - JUSTIN WALKER PE.	

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

## SUPPLEMENT TO NOTICE TO PROPOSERS NO. 4103 DB

**DATE: 04/09/2013**

The goal is 2 percent for the Disadvantaged Business Enterprise. The Proposer is required to submit Form OCR-481 for all DBEs.

Delete subparagraph (3) under AWARD on the seventh page of Notice to Proposers No. 4103 DB, and substitute the following.

(3) Proposer must submit an OCR-485 listing all firms that submitted quotes for material supplies or items to be subcontracted. Please make and add copies of this form when needed or attach additional sheets containing the information required by the form and add these sheets to the Volume 2 – Contract Price Proposal. Form OCR-485 must be signed and submitted with the Volume 2 – Contract Price Proposal. If at least one copy of this form is not signed and included as part of the Volume 2 – Contract Price Proposal, your Volume 2 – Contract Price Proposal will be deemed irregular.

Delete subparagraph (5) under DBE REPORTS on the seventh and eighth pages of Notice to Proposers No. 4103 DB, and substitute the following.

(5) OCR-485: Proposer must submit **signed form with the Volume 2 - Contract Price Proposal** of all firms that submitted quotes for material supplies or items to be subcontracted. Please make and add copies of this form when needed or attach additional sheets containing the information required by the form and add these sheets to the Volume 2 – Contract Price Proposal. If at least one copy of this form is not signed and included as part of the Volume 2 – Contract Price Proposal, your Volume 2 – Contract Price Proposal will be deemed irregular.

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO PROPOSERS NO. 4103 DB**

**CODE: (SP)**

**DATE: 9/12/2012**

**SUBJECT: DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID  
HIGHWAY CONSTRUCTION**

This contract is subject to the "Moving Ahead for Progress in the 21st Century Act (MAP-21)" and applicable requirements of "Part 26, Title 49, Code of Federal Regulations". Portions of the Act are set forth in this Notice as applicable to compliance by the Contractor and the entire Act, and the MDOT DBE Program, is incorporated by reference herein.

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

Copies of the program may be obtained from:

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

## **POLICY**

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

## **ASSURANCES THAT CONTRACTORS MUST TAKE**

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

"The Contractor, 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 26 in the award and administration of federally assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MDOT deems appropriate."

## **DEFINITIONS**

For purposes of this provision the following definitions will apply:

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

## **CONTRACTOR'S OBLIGATION**

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

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

## **CONTRACT GOAL**

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

The percentage of the contract that is proposed for DBEs shall be so stated on the last sheet of the Volume 2 – Contract Price Proposal.

The Proposer shall submit to the Office of Civil Rights Form OCR-481, signed by the Prime Contractor and the DBE Subcontractors, no later than the 10th day after opening of the Volume 2 – Contract Price Proposals.

Form OCR-481 is available on the MDOT website at GoMDOT.com, then Divisions, Civil Rights, Forms, DBE, MDOT Projects, or by calling 601-359-7466.

FORMS ARE AVAILABLE FROM THE OFFICE OF CIVIL RIGHTS

The OCR-481 Form must contain the following information:

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

The Reference Number, percent of work and the dollar amount of each item. If a portion of an item is subcontracted, a breakdown of that item including quantities and unit price must be attached, detailing what part of the item the DBE firm is to perform and who will perform the remainder of the item.

If the DBE Commitment shown on the last sheet of the Volume 2 – Contract Price Proposal does not equal or exceed the contract goal, the Proposer must submit, with the Volume 2 – Contract Price Proposal, information to satisfy the Department that adequate good faith efforts have been made to meet the contract goal.

Failure of the Proposer to furnish acceptable proof of good faith efforts, submitted with the Volume 2 – Contract Price Proposal, shall be just cause for rejection of the Volume 2 – Contract Price Proposal. Award may then be made to the next lowest responsive Proposer or the work may be readvertised.

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

- (1) Whether the Proposer attended the Pre-Proposal meeting that was scheduled by the Department to inform DBEs of subcontracting opportunities;
- (2) Whether the Proposer advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- (3) Whether the Proposer provided written notice to a reasonable number of specific DBEs that their interest in the contract is being solicited;
- (4) Whether the Proposer followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested;
- (5) Whether the Proposer selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goal;
- (6) Whether the Proposer provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
- (7) Whether the Proposer negotiated in good faith with interested DBEs and did not reject

them as unqualified without sound reasons based on a thorough investigation of their capabilities; and

- (8) Whether the Proposer made efforts to assist interested DBEs in obtaining any required bonding or insurance.
- (9) Whether the Proposer has written notification to certified DBE Contractors soliciting subcontracting for items of work in the contract.
- (10) Whether the Proposer has a statement of why an agreement was not reached.

The Proposer's execution of the signature portion of the Volume 2 – Contract Price Proposal shall constitute execution of the following assurance:

The Proposer hereby gives assurance pursuant to the applicable requirements of "Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21)" and applicable requirements of "Part 26, Title 49, Code of Federal Regulations" that the Proposer has made a good faith effort to meet the contract goal for DBE participation for which this Volume 2 – Contract Price Proposal is submitted.

## **DIRECTORY**

A list of "Certified DBE Contractors" which have been certified as such by the Mississippi Department of Transportation and other Unified Certification Partners (UPC) can be found on the Mississippi Department of Transportation website at [www.gomdot.com](http://www.gomdot.com). The DBE firm must be certified at the time the project is let and approved by MDOT to count towards meeting the DBE goal.

## **REPLACEMENT**

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

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

When a Contractor proposes to substitute/replace/terminate a DBE that was originally named on the OCR-481, the Contractor must obtain a release, in writing, from the named DBE explaining why the DBE Subcontractor cannot perform the work. A copy of the original DBE's release must be attached to the Contractor's written request to substitute/replace/terminate along with

appropriate Subcontract Forms for the substitute/replacement/terminated Subcontractor, all of which must be submitted to the DBE Coordinator and approved, in advance, by MDOT.

## **GOOD FAITH EFFORTS**

To demonstrate good faith efforts to replace any DBE that is unable to perform successfully, the Contractor must document steps taken to subcontract with another certified DBE Contractor. Such documentation shall include no less than the following:

- (1) 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.
- (2) If the Prime Contractor is a certified DBE firm, only the value of the work actually performed by the DBE Prime can be counted towards the project goal, along with any work subcontracted to a certified DBE firm.
- (3) If the Contractor is not a DBE, the work subcontracted to a certified DBE Contractor will be counted toward the goal.
- (4) The Contractor may count toward the goal a portion of the total dollar value of a contract with a joint venture eligible under the standards of this provision equal to the percentage of the DBE partner in the joint venture.
- (5) 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.
- (6) The Contractor may count 100% of the expenditures for materials and supplies obtained from certified DBE suppliers and manufacturers that produce goods from raw materials or substantially alters them for resale provided the suppliers and manufacturers assume the actual and contractual responsibility for the provision of the materials and supplies. The Contractor may count sixty percent (60%) of the expenditures to suppliers that are not manufacturers, provided the supplier performs a commercially useful function in the supply process. Within 30 days after receipt of the materials, the Contractor shall furnish to the DBE Coordinator invoices from the certified supplier to verify the DBE goal.
- (7) Any work that a certified DBE firm subcontracts or sub-subcontracts to a non-DBE firm will not count towards the DBE goal.
- (8) Only the dollars actually paid to the DBE firm may be counted towards the DBE goal.

Failure of the Contractor to demonstrate good faith efforts to replace a DBE Subcontractor that cannot perform as intended with another DBE Subcontractor, when required, shall be a breach of contract and may be just cause to be disqualified from further proposing for a period of up to 12 months after notification by certified mail.

## **PARTICIPATION / DBE CREDIT**

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

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

## **AWARD**

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

- (1) Concurrence from Federal Highway Administration, when applicable.
- (2) Proposer must submit to the Office of Civil Rights for approval, Form OCR-481 (DBE Commitment) no later than the 10<sup>th</sup> day after opening of the Volume 2 – Contract Price Proposals, or submit information with the Volume 2 – Contract Price Proposal to satisfy the Department and that adequate good faith efforts have been made to meet the

contract goal. For answers to questions regarding Form OCR-481, contact the MDOT Office of Civil Rights at (601) 359-7466.

- (3) Proposer must submit a list of all firms that submitted quotes for material supplies or items to be subcontracted. This information must be submitted on form OCR-485 in the back of the Volume 2 - Contract Price Proposal. Form OCR-485 must be signed and submitted **with the Volume 2 – Contract Price Proposal.**

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

### **DEFAULT**

The contract goal established by MDOT in this Volume 2 – Contract Price Proposal must be met to fulfill the terms of the contract. The Contractor may list DBE Subcontractors and items that exceed MDOT's contract goal, but should unforeseen problems arise that would prevent a DBE from completing its total commitment percentage, the Contractor will meet the terms of the contract as long as it meets or exceeds MIDOT's Contract Goal. For additional information, refer to "Replacement" section of this Notice.

### **DBE REPORTS**

- (1) OCR-48 1: Refer to "CONTRACT GOAL" section of this Notice to Proposers for information regarding this form.
- (2) OCR-482: At the conclusion of the project the Contractor will submit to the Project Engineer for verification of quantities and further handling Form OCR-482 whereby the Contractor certifies to the amounts of payments made to each Contractor / Supplier. The Project Engineer shall submit the completed Form OCR-482 to the DBE Coordinator (Office of Civil Rights). Final acceptance of the project is dependent upon Contract Administration Division's receipt of completed Form OCR-482 which they will receive from the Office of Civil Rights.
- (3) OCR-483: The Project Engineer/Inspector will complete Form OCR-483, the Commercially Useful Function (CUE) Performance Report, in accordance with MDOT S.O.P. No. OCR-03-09-01-483. Evaluations reported on this form are used to determine whether or not the DBE firm is performing a CUE. The Prime Contractor should take corrective action when the report contains any negative evaluations. DBE credit may be disallowed and/or other sanctions imposed if it is determined the DBE firm is not performing a CUT. This form should also be completed and returned to the DBE Coordinator (Office of Civil Rights).
- (4) OCR-484: Each month, the Contractor will submit to the Project Engineer OCR-484 certifying payments to all Subcontractors.

- (5) OCR-485: The Proposer must submit **with the Volume 2 – Contract Price Proposal** a list of all firms that submitted quotes for material supplies or items to be subcontracted.
- (6) OCR-487: Only used by Prime Contractors that are certified DBE firms. This form is used in determining the exact percentage of DBE credit for the specified project. It should be returned to MDOT with the OCR-481 form, or can also be returned with the Permission to Subcontract Forms (CAD-720 or CAD-725).

**SANCTIONS**

The Department has the option to enforce any of the following penalties for failure of the Prime Contractor to fulfill the DBE goal as stated on the OCR-48 1 form or any violations of the DBE program guidelines:

- (1) Disallow credit towards the DBE goal
- (2) Withhold progress estimate payments
- (3) Deduct from the final estimate an amount equal to the unmet portion of the DBE goal
- (4) Recover an amount equal to the unmet contract goal
- (5) Debar the Contractor involved from proposing on Mississippi Department of Transportation projects.
- (6) Deduct from the Contractor's final estimate all or any combination of the following.

<u>Offense</u>	<u>Percentage of the monetary amount disallowed from (1) above</u>	<u>Lump Sum</u>
#1	10%	\$ 5,000 or both
#2	20%	\$ 10,000 or both
#3	40%	\$ 20,000 & debarment

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO PROPOSERS NO. 4214 DB**

**CODE: (SP)**

**DATE: 06/25/2014**

**SUBJECT: Safety Apparel**

Proposers are advised that the Code of Federal Regulations CFR 23 Part 634 final rule was adopted November 24, 2006 with an effective date of November 24, 2008. This rule requires that "All workers within the right-of-way of a Federal-Aid Highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel". High-visibility safety apparel is defined in the CFR as "personnel protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled American National Standard for High-Visibility Safety Apparel and Headwear". All workers on Mississippi State Highway right-of-way shall comply with this Federal Regulation. Workers are defined by the CFR as "people on foot whose duties place them within the right-of way of a Federal-Aid Highway, such as highway construction and maintenance forces, survey crews, utility crews, responders to incidents within the highway right-of-way, and law enforcement personnel when directing traffic, investigating crashes, and handling lane closures, obstructed roadways, and disasters within the right-of-way of a Federal-Aid Highway".

More information regarding high visibility safety apparel can be found at the following sites.

<http://www.gpo.gov/fdsys/pkg/CFR-2008-title23-vol1/pdf/CFR-2008-title23-vol1-sec634-1.pdf>

<http://ops.fhwa.dot.gov/wz/resources/policy.htm#hv>

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO PROPOSERS NO. 4488 DB

CODE: (SP)

DATE: 05/01/2013

SUBJECT: DBE Forms, Participation and Payment

Proposers are hereby advised that 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.

Form OCR-482 has been developed to comply with this requirement. Proposers are hereby advised that at the end of the job, the Prime Contractor will submit this form to the Project Engineer before the final estimate is paid and the project is closed out. This form certifies payments to all DBE Subcontractors over the life of the contract.

Form OCR-484 has also been developed to comply with this requirement. Proposers are hereby advised that each month, the Prime Contractors will submit this form to the Project Engineer no later than the last day of each month. This form certifies payments to all Subcontractors and shows all firms even if the Prime Contractor has paid no monies to the firm during that estimate period (negative report). The Project Engineer will attach this form to the monthly estimate before forwarding the estimate to the Contract Administration Division for processing.

Proposers are also advised that Form OCR-485 will be completed by **ALL PROPOSERS** submitting a Volume 2 – Contract Price Proposal and **must be signed and included in the Volume 2 – Contract Price Proposal package**. If at least one copy of this form is not signed and included as part of the Volume 2 – Contract Price Proposal, your Volume 2 – Contract Price Proposal will be deemed irregular.

DBE Forms, including Forms OCR-482, OCR-484 and OCR-485, can be obtained from the Office of Civil Rights Division, MDOT Administration Building, 401 North West Street, Jackson, MS, or at [www.gomdot.com](http://www.gomdot.com) under *Business, Disadvantaged Enterprise, Applications and Forms for the DBE Program, MDOT Forms*.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO PROPOSERS NO. 4565 DB**

**CODE: (SP)**

**DATE: 06/25/2014**

**SUBJECT: Manual on Uniform Traffic Control Devices**

Any reference in the Standard Specifications or contract documents to a particular Section of the Manual on Uniform Traffic Control Devices (MUTCD) it shall mean that Section of the latest version of the Manual on Uniform Traffic Control Devices.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO PROPOSERS NO. 4566 DB**

**CODE: (SP)**

**DATE: 06/25/2014**

**SUBJECT: DUNS Requirement for Federal Funded Projects**

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

Proposers are also advised that the following information needs to be completed and included in the bid documents:

DUNS: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company e-mail address: \_\_\_\_\_

By: \_\_\_\_\_

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO PROPOSERS NO. 4661 DB**

**CODE: (SP)**

**DATE: 06/25/2014**

**SUBJECT: Payroll Requirements**

Proposers are hereby advised that the Contractor and Subcontractor(s) are required to submit payroll information to the Project Engineers on a weekly basis.

On Federal-Aid Projects, CAD-880, CAD-881 and certified payroll submissions are required each week the Contractor or a Subcontractor performs work on the project. This is addressed in Section IV of Form FHWA-1273.

On State-Funded Projects, CAD-880 is required each week the Contractor or a Subcontractor performs work on the project.

When no work is performed on either Federal-Aid or State-Funded Projects, the Contractor should only submit CAD-880 showing no work activities.

The Contractor shall make all efforts necessary to submit this information to the Project Engineer in a timely manner. The Engineer will have the authority to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to submit the required information. Submission of forms and payrolls shall be current through the first full week of the month for the estimate period in order for the Project Engineer to process an estimate.

Proposers are advised to review the requirements regarding payroll submissions in Section 110 of the Standard Specifications.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO PROPOSERS NO. 4740 DB**

**CODE: (SP)**

**DATE: 06/25/2014**

**SUBJECT: Illinois Central Railroad Construction Requirements**

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

The Contractor shall submit to the Project Engineer and the Railroad detailed plans and design data for temporary construction clearances, stages of construction, erection plans, demolition plans, false-work plans, excavation plans, and temporary shoring plans and calculations, as required, and shall be sealed by a Mississippi Registered Professional Engineer. All submittals must be approved by the Railroad before excavation or construction can begin within Railroad Right-of-Way. All construction submittals for work performed within the Illinois Central Railroad (ICRR) right-of-way shall be made per the current ICRR design guidelines.

Prior to beginning any work on the ICRR right-of-way, the Contractor shall obtain a Right of Entry License Agreement and submit a Request for Flagging Services. To request said documents, the Contractor should contact John Dinning. Mr. Dinning's contact information is as follows.

John W. Dinning  
Manager Engineering Services  
Illinois Central Railroad  
P.O. Box 2600  
Jackson, MS 39207  
(601) 914-2658

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

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

All personnel who must work within the ICRR right-of-way at any time shall be trained and certified as a ICRR “Roadway Worker” and must at all times have their certification card with them and available for random inspection. The Contractor will be responsible for providing this training for Contractor employees or any subcontractor(s) employees. The Contractor shall contact [www.contractororientation.com](http://www.contractororientation.com) for approximate fees and scheduling the necessary training sessions. The Contractor shall also contact the Project Engineer to see if any MDOT employees need this training. If so, the Contractor shall include the MDOT employees in the list of participants for training. The Contractor shall bear the cost of training the MDOT employees. Costs for training the MDOT employees will be reimbursed to the Contractor by supplemental agreement.

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

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

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

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

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO PROPOSERS NO. 4900 DB**

**CODE: (SP)**

**DATE: 08/13/2014**

**SUBJECT: Lane Closure Restrictions**

**PROJECT: DB/TCSP-7281-00(003) / 106494301 – Hinds County**

Proposers are hereby advised of the following lane closure restrictions on the above captioned project.

**Woodrow Wilson**

No lane closures will be allowed from 7:00 AM until 9:00 AM and from 3:30 PM until 5:30 PM Monday through Friday.

Lane Closures will be allowed anytime on Saturday and Sunday.

One lane in each direction must remain open at all times.

**Mill Street**

No lane closures will be allowed from 7:00 AM until 9:00 AM and from 3:30 PM and 5:30 PM Monday through Friday.

Other than the restricted times listed above, a single lane closure, with flagmen, will be allowed.

Lane Closures will be allowed anytime on Saturday and Sunday.

Also, no lane closures will be permitted on the following holidays or the day preceding them: Memorial Day and Independence Day. In the event that one the above mentioned holidays falls during the weekend or on a Monday, no lane closures will be allowed during that weekend or the Friday immediately preceding that holiday.

No exceptions to the above restrictions will be allowed unless specifically approved by the Project Engineer.

Work requiring a lane closure shall begin within the limits of the closure within one (1) hour of the closure set-up. The Contractor will be assessed a lane rental fee of \$500.00 per closure for each full or partial five (5) minute period should failure to begin work within the allotted time occur.

If the lane closure restriction listed above is violated, no excuses will be accepted by the Department and the Contractor will be charged a fee of \$2,500.00 for each full or partial five

minute period until the roadway is back in compliance with the lane closure restriction requirement.

For the purposes of this contract, official time shall be the announced time available at the Jackson area telephone number (601) 355-9311.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO PROPOSERS NO. 4901 DB**

**CODE: (SP)**

**DATE: 07/09/2014**

**SUBJECT: Bridge Painting**

**PROJECT: DB/TCSP-7281-00(003) / 106494301 – Hinds County**

Proposers are hereby advised of the potential exposure to hazardous lead based paint during construction activities. The sequence of operations for the removal and replacement of existing paint shall follow the procedures addressed in Special Provision No. 907-845-3.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO PROPOSERS NO. 4902 DB**

**CODE: (SP)**

**DATE: 08/12/2014**

**SUBJECT: Pedestrian Traffic**

**PROJECT: DB/TCSP-7281-00(003) / 106494301 – Hinds County**

Work on the project shall be coordinated as to provide for pedestrian traffic on at least one side of the bridge at all times.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO PROPOSERS NO. 4903 DB**

**CODE: (SP)**

**DATE: 08/12/2014**

**SUBJECT: Posted Weight Limits**

**PROJECT: DB/TCSP-7281-00(003) / 106494301 – Hinds County**

The Posted Weight limits posted on all bridges within the limits of this project shall be strictly adhered to. In addition, those posted limits on the two bridges (bridge #SA2500000000241 and bridge #SA2500000000264) located near the west end of the project must also be strictly adhered to.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO PROPOSERS NO. 4904 DB**

**CODE: (SP)**

**DATE: 08/12/2014**

**SUBJECT: Railroad Work Schedule**

**PROJECT: DB/TCSP-7281-00(003) / 106494301 – Hinds County**

Proposers are hereby advised that their work on or near the Railroad right of way, as specified in the right of entry license agreement, will be subject to limited working times. Proposers will be required to adhere to these times and work should be scheduled accordingly.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO PROPOSERS NO. 4905 DB**

**CODE: (SP)**

**DATE: 08/13/2014**

**SUBJECT: Contract Time**

**PROJECT: DB/TCSP-7281-00(003) / 106494301 – Hinds County**

The date for completion of the work to be performed under this contract will not be a predetermined date but will be the date calculated by adding the number of calendar days specified by the Contractor to the effective date of the Notice to Proceed / Beginning of Contract Time. It is anticipated that the Notice of Award will be issued no later than **November 25, 2014**.

The Contractor shall specify the number of calendar days required to complete the project. The number of calendar days specified shall not exceed **171**.

Contract time will begin upon issuance of the Notice To Proceed.

Any extension of time that may be allowed will be subject to the provisions of 907-108.06.

The Contractor will be allowed to work 24/7 on the project, but must adhere to lane closure restrictions provided in the contract.

No work will be allowed on Memorial Day or Independence Day.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO PROPOSERS NO. 4906 DB**

**CODE: (SP)**

**DATE: 08/20/2014**

**SUBJECT: Access to the Project**

**PROJECT: DB/TCSP-7281-00(003) / 106494301 – Hinds County**

The Contractor shall not block access to businesses adjacent to the project. All business access shall remain open at all times. The Contractor also shall not park equipment or store materials on private property adjacent to the right-of-way without consent from the property owner.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO PROPOSERS NO. 4907 DB**

**CODE: (SP)**

**DATE: 8/21/2014**

**SUBJECT: Erosion Control**

**PROJECT: DB/TCSP-7281-00(003) / 106494301 – Hinds County**

Proposers are hereby advised that the installation and maintenance of erosion control devices will be required while working on the East Abutment and any other areas that may require earth disturbing activities. All cost associated with this work shall be included in the price submitted.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO PROPOSERS NO. 4908 DB**

**CODE: (SP)**

**DATE: 8/27/2014**

**SUBJECT: Bridge Striping**

**PROJECT: DB/TCSP-7281-00(003) / 106494301 – Hinds County**

Proposers are hereby advised that the removal and installation of striping on the bridge deck will be required.

- Removal of stripe
- 6" Thermoplastic Edge Stripe, Continuous White
- 6" Thermoplastic Traffic Stripe, Skip White
- 6" Thermoplastic Traffic Stripe, Continuous Yellow

All costs associated with this work shall be included in the price submitted.

*Mississippi Department of Transportation*

**Section 906  
Required Contract Provisions**

**Woodrow Wilson Avenue Bridge over Mill Street  
Hinds County, Mississippi**

**Project Number  
DB/TCSP-7281-00(003)/106494-301000**

August 28, 2014

## SUPPLEMENT TO FORM FHWA-1273

**DATE:** 10/23/2013

**SUBJECT:** Final Certificate and 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 subcontract [upon request](#) for review by the Mississippi Department of Transportation. The federal contract provisions may be omitted from the subcontract copy submitted for review provided the Contractor certifies that the provisions will be physically incorporated into the agreement furnished to the Subcontractor.

In lieu of submitting a copy of the subcontract for review, the Contractor may certify that the subcontract agreement is in writing and that it contains all the requirements and pertinent provisions of the prime contract.

Each Subcontractor will be required to provide a copy of the subcontract agreement for contract compliance reviews, along with physical evidence (copy of FHWA-1273) that requirements and pertinent provisions have been provided for review and adherence.

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

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

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

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

#### ATTACHMENTS

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

#### I. GENERAL

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

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

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

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

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

#### II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

#### 1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Withholding

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

## 3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

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

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

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

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

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

##### b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

**10. Certification of eligibility.**

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

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

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

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

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

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

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

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

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

## VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

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

### **2. Instructions for Certification - Lower Tier Participants:**

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

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

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

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

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

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

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

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

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

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

**SHSA Cities:**

Pascagoula - Moss Point -----	16.9
Biloxi - Gulfport -----	19.2
Jackson -----	30.3

**SMSA Counties:**

Desoto-----	32.3
Hancock, Harrison, Stone -----	19.2
Hinds, Rankin-----	30.3
Jackson -----	16.9

**Non-SMSA Counties:**

George, Greene -----	26.4
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Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Clay, Coahoma, Grenada, Itawamba, Lafayette, Lee, Leflore, Marshall, Monroe, Montgomery, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Washington, Webster, Yalobusha -----	26.5
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Attala, Choctaw, Claiborne, Clarke, Copiah, Covington, Franklin, Holmes, Humphreys, Issaquena, Jasper, Jefferson, Jefferson Davis, Jones Kemper, Lauderdale, Lawrence, Leake, Lincoln, Lowndes, Madison, Neshoba, Newton, Noxubee, Oktibbeha, Scott, Sharkey, Simpson, Smith, Warren, Wayne, Winston, Yazoo-----	32.0
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Forrest, Lamar, Marion, Pearl River, Perry, Pike, Walthall -----	27.7
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Adams, Amite, Wilkinson-----	30.4
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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 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

(06/28/2012)



operation to which welding is incidental.

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

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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 union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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

*Mississippi Department of Transportation*

**Section 907  
Special Provisions**

**Woodrow Wilson Avenue Bridge over Mill Street  
Hinds County, Mississippi**

**Project Number  
DB/TCSP-7281-00(003)/106494-301000**

August 28, 2014

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

## SPECIAL PROVISIONS

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907-102-1 DB:	Bidding Requirements and Conditions
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## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-101-4 DB

CODE: (SP)

DATE: 06/25/2014

SUBJECT: Definitions

Section 101, Definitions and Terms, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

**907-101.02--Definitions.** Replace the following definitions in Subsection 101.02 on pages 3 through 13.

**Contract** - The written agreement between the Mississippi Transportation Commission and the Contractor setting forth the obligations of the parties thereunder, including but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment.

The contract documents include those items as listed in Section 902 – Contract and Exhibits, all of which constitute one instrument.

**Contract Bonds** - The approved form of security, executed by the Contractor and the Contractor's Surety(ies), guaranteeing complete execution of the contract and all supplemental agreements pertaining thereto and the payment of all legal debts pertaining to the construction of the project. This term includes Performance and Payment Bond(s).

**Surety** - A corporate body, qualified under the laws of Mississippi, which is bound with and for the successful Proposer by "contract bond(s)" to guarantee acceptable performance of the contract and payment of all legal taxes and debts pertaining to the construction of the project, including payment of State Sales Tax as prescribed by law, and any overpayment made to the Contractor.

Add the following to the list of definitions in Subsection 101.02 on pages 3 through 13.

**Performance Bond** - The approved form of security, executed by the Contractor and issued by the Contractor's Surety(ies), guaranteeing satisfactory completion of the contract and all supplemental agreements pertaining thereto.

**Payment Bond** - The approved form of security, executed by the Contractor and issued by the Contractor's Surety(ies), guaranteeing the payment of all legal debts pertaining to the construction of the project including, but not limited to, the labor and materials of subcontractors and suppliers to the prime contractor.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-102-1 DB

CODE: (SP)

DATE: 09/13/2011

SUBJECT: Bidding Requirements and Conditions

Section 102, Bidding Requirements and Conditions, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby deleted in toto and replaced as follows.

### **SECTION 907-102 - BIDDING REQUIREMENTS AND CONDITIONS**

**907-102.01--Prequalification of Proposers.** Prospective Proposers will be required to file with the Department a list of persons authorized to bind the company in all matters. Other information may be required from time to time before issuing Proposals.

The attention of prospective Proposers is directed to all fees and taxes required for the privilege of doing business within the State of Mississippi.

When two or more persons, firms or corporations are submitting a joint venture, each of the persons, firms or corporations may be required to comply with the above prequalification requirements.

**907-102.02--Contents of RFP.** The RFP will identify the Project, state the location, describe the Work, and state the time in which the Work must be completed. The RFP will also include special provisions and requirements which are not contained in the Standard Specifications or required modifications thereto.

All papers bound with, attached to, or designated for addition or substitution in the RFP are considered a part thereof and must not be detached or altered when the Proposal is submitted. All documents designated in the RFP shall be considered a part as if attached to and included in the Proposal. All items listed in Section 902 – Contract and Exhibits shall become part of the contract documents.

**907-102.03--Issuance of Proposal.** [Deleted]

**907-102.04--Interpretation of Quantities.** Determination of the quantities for the Work entailed by the Project Scope is the responsibility of the Contractor. Quantities are needed to determine the frequency of materials sampling and testing for quality control. Quantities are also needed for the Schedule of Values. All subsections within the MDOT Standard Specifications that establish the Method of Measurement and Basis of Payment for work performed is deleted. The single lump sum Contract Price submitted by the Contractor in response to the RFP shall constitute full and complete compensation for all Work.

**907-102.05--Examination of Specifications, Special Provisions, Notices to Proposers and Site of Work.** The Proposer is required to examine carefully the site of the proposed Work, the Request for Proposal (RFP), specifications, special provisions, notices to Proposers and contract forms before submitting a Volume 1 – Technical Proposal and Volume 2 – Contract Price Proposal.

MDOT has made available or provided to the Contractor information that MDOT acquired prior to the date of this Contract in the course of planning for the construction of the Project, which information is hereinafter collectively called "Informational Documents."

MDOT hereby specifically disclaims any implication that it has made any such representation or warranty either express or implied, as to any matter whatsoever, by virtue of the fact that it is making the Informational Documents available to Contractor. Further, MDOT is not representing that the Informational Documents are exhaustive, complete, accurate or sufficient for design or construction of the Project. Contractor agrees that it has full responsibility for the design and construction of the Project and Contractor specifically acknowledges and agrees that the Informational Documents are preliminary and conceptual in nature.

The submission of a Volume 1 – Technical Proposal and Volume 2 – Contract Price Proposal shall be considered prima facie evidence that the Proposer has made such an examination and is satisfied as to the conditions to be encountered in performing the Work at the Project site and as to the requirements of the Informational Documents, standard specifications, Request for Proposal, special provisions, Contract, and the Federal, State, and local laws which will in any way affect the execution of the Work. All Contracts are subject to the provisions of Sections 65-1-89 and 65-1-91, Miss. Code Ann. (1972).

**907-102.06--Preparation of Proposal.** Volume 1 – Technical Proposals and Volume 2 – Contract Price Proposals are to be prepared in accordance with the requirements set forth in the Request for Proposals issued by the Department. All the figures shall be in ink or typed. It is the responsibility of every Proposer to check for any addendum or modification to the Contract document(s). It shall be the Proposer's responsibility to be sure they are in receipt of all addenda, meeting information, and/or questions and answers provided at, or subsequent to, the pre-Proposal meeting, if any are issued.

Each RFP issued will contain duplicate Certification regarding debarment, suspension, and other responsibility matters to be completed by the Proposer. The Certification must be sworn to and shall be under penalty of perjury and Proposers are cautioned to read and understand its contents in entirety before execution. The Contractor shall provide immediate written notice to the Contract Administration Engineer at any time, prior to or after award, that it is known a certification was erroneous when executed or has become erroneous by reason of changed circumstances.

Failure on the part of the Proposer to execute the Certification will result in the Volume 2 – Contract Price Proposal being considered nonresponsive.

The Proposer's Volume 2 – Contract Price Proposal must be signed with ink by the individual, by

one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation; or by an agent of the Contractor legally qualified to bind the Contractor and acceptable to the State. If the Volume 2 – Contract Price Proposal is made by an individual, the individual's name and address must be shown; by a partnership, the name and address of each partnership member must be shown; as a joint venture, the name and address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the corporation and the business address of its corporate officials must be shown.

The address stated on the Volume 2 – Contract Price Proposal shall be the Proposer's permanent address until changed by written notice to the Executive Director. All notices provided for in the Contract shall be considered as delivered to the Contractor when mailed or delivered to such address.

**907-102.07--Irregular Proposals.** Volume 2 – Contract Price Proposals will be considered irregular and may be rejected for any of the following reasons:

- (a) If the Volume 2 – Contract Price Proposal is on a form other than that furnished by the Department, or if the form is altered or any part thereof is detached, except as allowed in Subsection 907-102.06.
- (b) If there are unauthorized additions, conditional or alternate Volume 2 – Contract Price Proposals or irregularities of any kind which may tend to make the Volume 2 – Contract Price Proposal incomplete, indefinite, or ambiguous as to its meaning.
- (c) If the Proposer adds any provisions reserving the right to accept or reject an award, or to enter into a Contract pursuant to an award.
- (d) If the Volume 2 – Contract Price Proposal, does not contain acknowledgement of receipt and addition to the Volume 2 – Contract Price Proposal and Contract documents of all addenda issued prior to opening of the Volume 2 – Contract Price Proposals.
- (e) Failure to execute required affidavits, certificates, etc., and furnish Proposal guaranty.
- (f) The Mississippi Transportation Commission reserves the right to reject any or all Volume 1 – Technical Proposals and/or Volume 2 – Contract Price Proposals, to waive technicalities or irregularities, or to advertise for new Volume 1 – Technical Proposals and Volume 2 – Contract Price Proposals, and the decision of the Commission to reject any Volume 1 – Technical Proposal or Volume 2 – Contract Price Proposal shall not be cause for any liability or damage against the Commission, the Department, any of its officers, duly appointed representatives or employees.

**907-102.08--Proposal Guaranty.** No Volume 2 – Contract Price Proposal will be considered unless accompanied by certified check, cashier's check or bond, made payable to the State of Mississippi, in an amount of not less than five percent of the total amount of the contract price

offered. Proposal bond shall not be conditioned in any way to modify the minimum five percent (5%) required. Volume 2 – Contract Price Proposals that fail to include a Proposal Guaranty shall be deemed nonresponsive and will be rejected by MDOT. The guaranty shall be evidence of good faith that, if awarded the Contract, the Proposer will execute the Contract and give Contract bond as stipulated in Subsection 907-103.05 and as required by law. The Proposal Guaranty amount should not include the dollar amount determined for the Contract Time (Part B).

If a bond is offered as guaranty, the bond must be on a form approved by the Executive Director, made by a Surety acceptable to the Executive Director and signed or countersigned by a Mississippi agent or qualified nonresident agent and the Proposer. Such bid bond shall also conform to the requirements and conditions stipulated in Subsection 907-103.05.2 as applicable.

**907-102.08.1--Bonding.** The successful Proposer shall provide MDOT with the following bond within ten (10) calendar days of being awarded the Project:

- (a) A Performance Bond, or bonds in a sum equal to the full amount of the Contract. In the event of award of a joint Volume 2 – Contract Price Proposal, each individual, partnership, firm or corporation shall assume jointly the full obligations under the Contract and Contract bond. The form of the bond(s) shall be that provided by or acceptable to the Department. The bond(s) shall be negotiated for, procured from and the premium paid to a qualified Mississippi agent or qualified nonresident agent of the Surety. The bond shall be signed or countersigned by a Mississippi agent or qualified nonresident agent and also bear the signature of an "attorney-in-fact" of the surety. Reference is made to Section 31-5-51 et seq of the Mississippi Code of 1972, Annotated, and other State statutes applicable thereto.

Bond(s) must be issued by a Surety with the Best's rating of at least "A" or better and Financial Size Category of VIII or better by A.M. Best Co. The Surety shall be registered with the Mississippi State Insurance Commissioner.

**907-102.09--Delivery of Proposals.** Unless otherwise specified, Volume 2- Contract Price Proposals shall be submitted sealed in a special envelope furnished by the Department. The blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Department is used, it shall be of the same general size and shape and be similarly marked to clearly indicate its contents. Volume 2 – Contract Price Proposal Forms are nontransferable and no name or names of interested parties may be shown other than those to whom the RFP was issued. When sent by mail, the sealed Volume 2 – Contract Price Proposals shall be mailed to the Department at the address and in care of the official in whose office the Volume 2 – Contract Price Proposals are to be received. All Volume 2 – Contract Price Proposals shall be submitted prior to the time and place specified in the Request for Proposals (RFP). Volume 2 – Contract Price Proposals received after the time set forth in the RFP will be returned to the Proposer unopened.

**907-102.10--Blank.**

**907-102.11--Blank.**

**907-102.12--Blank.**

**907-102.13--Disqualification of Proposers.** In addition to those matters set forth in Section 102.07 regarding Irregular Proposals, either of the following reasons may be considered as being sufficient for the disqualification of a Proposer and the rejection of the Proposer's submitted Volume 2 – Contract Price Proposal or Proposals:

- (a) More than one Volume 2 – Contract Price Proposal for the same work from an individual, partnership, firm or corporation under the same or different name(s).
- (b) Evidence of collusion among Proposers. Participants in such collusion will receive no recognition as Proposers for any future work of the Department until reinstated as a qualified Proposer.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-103-1 DB

CODE: (SP)

DATE: 09/13/2011

SUBJECT: Award and Execution of Contract

Section 103, Award and Execution of Contract, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby deleted in toto and replaced as follows.

### **SECTION 907-103 -- AWARD AND EXECUTION OF CONTRACT**

**907-103.01--Consideration of Proposals.** After the Volume 2 – Contract Price Proposals are opened and read, they will be compared on the basis of the criteria set for in the Request for Proposal (RFP).

**907-103.02--Award of Contract.** The award of a Contract, if awarded, will be made within 60 calendar days after the opening of the Volume 2 – Contract Price Proposals to the Proposer with the Best Value Proposal and whose Volume 2 – Contract Price Proposal complies with all the requirements prescribed. The award of contracts involving the expenditure of Federal funds is contingent upon concurrence of the FHWA. The successful Proposer will be notified of the award by letter mailed to the address shown on the Volume 2 – Contract Price Proposal.

**907-103.03--Cancellation of Award.** The Department reserves the right to cancel the award of a contract any time prior to the execution by all parties without liability against the Commission, Department, or any of its officers or employees.

**907-103.04--Return of Proposal Guaranty.** The retained Proposal Guaranty of the Proposers will be returned in accordance with the following:

- i. If a contract is executed with the Best Value Proposer, then the remaining Proposers will receive their Proposal Guaranty within 10 days.
- ii. If the Best Value Proposer fails to execute a contract, then the Proposal Guaranty will be forfeited in accordance with Section 103.08.
- iii. If the Commission elects to execute a contract with the next responsive Best Value Proposer(s), then the same procedure as defined above will be followed.

In the event no award is made within 30 days after the opening of the Volume 2 – Contract Price Proposals, the Executive Director may permit the Proposer to replace the certified check or cashier's check with a satisfactory Proposer's bond.

Should no award be made within 60 calendar days, all Volume 2 – Contract Price Proposals will be rejected and all guaranties returned unless the Best Value Proposer, at the request of the

Commission, agrees in writing to a longer delay.

**907-103.05--Contract Bonds.**

**907-103.05.1--Requirement of Contract Bonds.** Prior to the execution of the contract, the successful Proposer shall execute and deliver to the Executive Director a performance and payment bond(s), in a sum equal to the full amount of the contract as a guaranty for complete and full performance of the contract and the protection of the claimants and the Department for materials and equipment and full payment of wages in accordance with Section 65-1-85 Miss. Code Ann. (1972 as amended). In the event of award of a joint bid, each individual, partnership, firm or corporation shall assume jointly the full obligations under the contract and the contract bond(s).

**907-103.05.2--Form of Bonds.** The form of bond(s) shall be that provided by or acceptable to the Department. These bonds shall be executed by a Mississippi agent or qualified nonresident agent and shall be accompanied by a certification as to authorization of the attorney-in-fact to commit the Surety company. A power of attorney exhibiting the Surety's original seal supporting the Mississippi agent or the qualified nonresident agent's signature shall be furnished with each bond. The Surety company shall be currently authorized and licensed in good standing to conduct business in the State of Mississippi with a minimum rating by A.M. Best of(A-) in the latest printing "Best's Key Rating Guide" to write individual bonds up to ten percent of the policy holders' surplus or listed on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published by the United States Department of the Treasury, Financial Management Service, Circular 570 (latest revision as published and supplemented on the Financial Management Service Web site and in the Federal Register) within the underwriting limits listed for that Surety. All required signatures on the bond(s) and certifications shall be original signatures, in ink, and not mechanical reproductions or facsimiles. The Mississippi agent or qualified nonresident agent shall be in good standing and currently licensed by the Insurance Commissioner of the State of Mississippi to represent the Surety company(ies) executing the bonds.

Surety bonds shall continue to be acceptable to the Commission throughout the life of the Contract and shall not be canceled by the Surety without the consent of the Department. In the event the Surety fails or becomes financially insolvent, the Contractor shall file a new Bond in the amount designated by the Executive Director within thirty (30) days of such failure, insolvency, or bankruptcy. Subsequent to award of Contract, the Commission or the Department may require additional security for any supplemental agreements executed under the contract or replacement security in the event of the surety(ies) loss of the ratings required above. Suits concerning bonds shall be filed in the State of Mississippi and adjudicated under its laws without reference to conflict of laws principles.

**907-103.06--Escrow Proposal Documents.** The purpose of this specification is to preserve the Proposer's Volume 2 – Contract Price Proposal documents for the use by MDOT in the resolution of any claim or dispute between MDOT and the Contractor either during or after construction. Within ten (10) business days following submittal of the Volume 2 – Contract

Price Proposal documents, the Contractor shall have delivered into escrow the original of all documents used in preparation of its Volume 2 – Contract Price Proposal for the Project (the "Escrowed Proposal Documents" or "EPD").

The EPD of the successful Proposer will be held in escrow until all of the following have occurred: (a) all disputes regarding this Contract have been settled, and (b) final payment on this Contract has been made by MDOT and accepted by the Contractor.

The EPD shall be available during business hours for joint review by representatives of the Contractor, FHWA and MDOT in connection with the resolution of disputes. The EPD are, and shall always remain, the property of the Contractor, subject to MDOT's right to review the EPD as provided herein. Copies of the EPD shall be provided to the courts of the State of Mississippi and other dispute resolvers upon request of MDOT. The Contractor shall have the right to seek a protective order governing the disclosure of the EPD to parties other than MDOT. The Contractor represents and warrants that the EPD delivered into escrow prior to execution hereof constitute all of the information used in preparation of its Volume 2 – Contract Price Proposal and agrees that no other Volume 2 – Contract Price Proposal preparation information will be considered in resolving disputes or claims related thereto, including in any judicial proceeding to resolve such disputes or claims. The Contractor also agrees that the EPD are not part of this Contract and that nothing in the EPD shall change or modify this Contract.

The Contractor represents and warrants that:

- (a) the EPD clearly itemize the estimated costs of performing the Work required by the Contract provisions, all work is separated into sub-items as required to present a complete and detailed estimate of all costs, crews, equipment, quantities, and rates of production are detailed;
- (b) estimates of costs are divided into Contractor's usual cost categories such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials and subcontract costs as appropriate, plant and equipment and indirect costs are detailed in the Contractor's usual format, and the Contractor's allocation of plant equipment, indirect costs, contingencies, markup and other items such as overhead and profit to each direct cost item shall be clearly identified;
- (c) the EPD include all assumptions, quantity takeoffs, rates of production and progress calculations, quotes for Subcontractors and suppliers, memoranda, narratives and all other information used by the Contractor to arrive at the Contract Price.

It is not intended that the Contractor perform any significant extra work in the preparation of the EPD prior to delivery thereof into escrow. However, the Contractor represents and warrants that the EPD provided prior to execution of this Contract were personally examined prior to delivery to escrow by authorized officers of the Contractor and that they meet the requirements of herein and are adequate to enable a complete understanding and interpretation of how the Contractor arrived at its Volume 2 – Contract Price Proposal. The Contractor shall organize the EPD and label each page so that it is obvious that the page is a part of the EPD and so as to enable a person reviewing a page out of context to determine where it can be found within the EPD. The

representatives shall also complete an index listing each document included in the EPD and briefly describe the document and its location in the EPD. This index and document description shall be kept with the EPD. The Contractor shall have no right to add documents to the EPD except upon MDOT's request.

The EPD shall at all times be treated as proprietary and confidential information and shall be used only for purposes described in herein. Failure or refusal to provide Volume 2 – Contract Price Proposal documentation shall delay execution of the Contract or may be cause for forfeit.

The cost of the escrow will be borne by the Contractor. The Contractor will provide escrow instructions to the selected repository of EPD's or banking institution located in Jackson, Mississippi, consistent with this specification.

**907-103.07--Execution and Approval of Contract.** The Best Value Proposer to whom the Contract has been awarded shall sign and file with the Executive Director, the Contract and all documents required by the Contract within 10 days after the Contract has been awarded. The Contract may require certain documents be submitted at an earlier date, in which case, those documents shall be submitted within the time frame specified. No Contract is in effect until it is executed by all parties.

**907-103.08--Failure to Execute Contract.** Failure of the Proposer to execute the Contract and file acceptable performance and payment bonds and/or other required documents within 10 days shall be just cause for the cancellation of the award and forfeiture of the Proposal Guaranty which shall become the property of the Department, not as a penalty but in liquidation of damages sustained. Award may then be made to the next responsive Best Value Proposer, or the Work may be re-advertised at the discretion of the Department.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-104-5 DB**

**CODE: (SP)**

**DATE: 06/25/2014**

**SUBJECT: Scope of Work**

Section 104, Scope of Work, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

**907-104.05--Removal and Disposal of All Materials From the Project.** Delete the second sentence of the first full paragraph of Subsection 104.05 on page 30 and substitute the following.

The Contractor shall also furnish the Engineer a certified letter stating that the area of disposal is not in a wetland or in Waters of the U.S.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-107-13 DB

CODE: (SP)

DATE: 06/25/2014

SUBJECT: Legal Relations and Responsibility to Public

Section 107, Legal Relations and Responsibility to Public, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

**907-107.02--Permits, Licenses and Taxes.** Delete in toto Subsection 107.02 on page 49 and substitute the following.

The Contractor or any Subcontractor shall have the duty to determine any and all permits and licenses required and to procure all permits and licenses, pay all charges, fees and taxes and issue all notices necessary and incidental to the due and lawful prosecution of the work. At any time during the life of this contract, the Department may audit the Contractor's or Subcontractor's compliance with the requirements of this section.

The Contractor or any Subcontractor is advised that the "Mississippi Special Fuel Tax Law", Section 27-55-501, et seq. and the Mississippi Use Tax Law, Section 27-67-1, et seq., and their requirements and penalties, apply to any contract or subcontract for construction, reconstruction, maintenance or repairs, for contracts or subcontracts entered into with the State of Mississippi, any political subdivision of the State of Mississippi, or any Department, Agency, Institute of the State of Mississippi or any political subdivision thereof.

The Contractor or any Subcontractor will be subject to one or more audits by the Department during the life of this contract to make certain that all applicable fuel taxes, as outlined in Section 27-55-501, et seq., and any sales and/or use taxes, as outlined in Section 27-67-1, et seq. are being paid in compliance with the law. The Department will notify the Mississippi State Tax Commission of the names and addresses of any Contractors or Subcontractors.

**907-107.14--Damage Claims and Insurance.**

**907-107.14.2--Liability Insurance.** Delete Subsection 107.14.2 beginning on page 60 and substitute the following.

**907-107.14.2.1--General.** The Contractor shall carry Contractor's liability, including subcontractors and contractual, with limits not less than: \$500,000 each occurrence; \$1,000,000 aggregate; automobile liability - \$500,000 combined single limit - each accident; Workers' Compensation and Employers' Liability - Statutory & \$100,000 each accident; \$100,000 each employee; \$500,000 policy limit. Each policy shall be signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent of the Insurance Company.

The Contractor shall have certificates furnished to the Department from the insurance companies providing the required coverage. The certificates shall be on the form furnished by the Department and will show the types and limits of coverage.

**907-107.14.2.2--Railroad Protective.** The following provisions are applicable to all work performed under a contract on, over or under the rights-of-way of each railroad shown on the plans.

The Contractor shall assume all liability for any and all damages to work, employees, servants, equipment and materials caused by railroad traffic.

Prior to starting any work on railroad property, the Contractor shall furnish satisfactory evidence to the Department that insurance of the forms and amounts set out herein in paragraphs (a) and (b) has been obtained. Also, the Contractor shall furnish similar evidence to the Railroad Company that insurance has been obtained in accordance with the Standard Provisions for General Liability Policies and the Railroad Protective Liability Form as published in the Code of Federal Regulations, 23 CFR 646, Subpart A. Evidence to the Railroad Company shall be in the form of a Certificate of Insurance for coverages required in paragraph (b), and the original policy of the Railroad Protective Liability Insurance for coverage required in paragraph (a).

All insurance herein specified shall be carried until the contract is satisfactorily complete as evidenced by a release of maintenance from the Department.

The Railroad Company shall be given at least 30 days notice prior to cancellation of the Railroad Protective Liability Insurance policy.

For work within the limits set out in Subsection 107.18 and this subsection, the Contractor shall provide insurance for bodily injury liability, property damage liability and physical damage to property with coverages and limits no less than shown in paragraphs (a) and (b). Bodily injury shall mean bodily injury, sickness, or disease, including death at anytime resulting therefrom. Property damage shall mean damages because of physical injury to or destruction of property, including loss of use of any property due to such injury or destruction. Physical damage shall mean direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment.

(a) **Railroad Protective Liability Insurance** shall be purchased on behalf of the Railroad Company with limits of \$2,000,000 each occurrence; \$6,000,000 aggregate applying separately to each annual period for lines without passenger trains. If the line carries passenger train(s), railroad protective liability insurance shall be purchased on behalf of the Railroad Company with limits of \$5,000,000 each occurrence; \$10,000,000 aggregate applying separately to each annual period.

Coverage shall be limited to damage suffered by the railroad on account of occurrences arising out of the work of the Contractor on or about the railroad right-of-way, independent of the railroad's general supervision or control, except as noted in paragraph 4 below.

Coverage shall include:

- (1) death of or bodily injury to passengers of the railroad and employees of the railroad not covered by State workmen's compensation laws,
- (2) personal property owned by or in the care, custody or control of the railroads,
- (3) the Contractor, or any of the Contractor's agents or employees who suffer bodily injury or death as a result of acts of the railroad or its agents, regardless of the negligence of the railroads, and
- (4) negligence of only the following classes of railroad employees:
  - (i) any supervisory employee of the railroad at the job site
  - (ii) any employee of the railroad while operating, attached to, or engaged on, work trains or other railroad equipment at the job site which are assigned exclusively to the Contractor, or
  - (iii) any employee of the railroad not within (i) or (ii) above who is specifically loaned or assigned to the work of the Contractor for prevention of accidents or protection or property, the cost of whose services is borne specifically by the Contractor or Governmental authority.

(b) **Contractor's Liability - Railroad**, including subcontractors, XCU and railroad contractual with limits of \$1,000,000 each occurrence; \$2,000,000 aggregate. **Automobile** with limits of \$1,000,000 combined single limit any one accident; **Workers' Compensation and Employer's Liability** - statutory and \$100,000 each accident; \$100,000 each employee; \$500,000 policy limit. **Excess/Umbrella Liability** \$5,000,000 each occurrence; \$5,000,000 aggregate. All coverage to be issued in the name of the Contractor shall be so written as to furnish protection to the Contractor respecting the Contractor's operations in performing work covered by the contract. Coverage shall include protection from damages arising out of bodily injury or death and damage or destruction of property which may be suffered by persons other than the Contractor's own employees.

In addition, the Contractor shall provide for and on behalf of each subcontractor by means of a separate and individual liability and property damage policy to cover like liability imposed upon the subcontractor as a result of the subcontractor's operations in the same amounts as contained above; or, in the alternative each subcontractor shall provide same.

**907-107.15--Third Party Beneficiary Clause.** In the first sentence of the first paragraph of Subsection 107.15 on page 61, change "create the public" to "create in the public".

**907-107.17--Contractor's Responsibility for Work.** Delete the fifth sentence of the fifth paragraph of Subsection 107.17 on page 63 and substitute the following.

The eligible permanent items shall be limited to traffic signal systems, changeable message signs, roadway signs and sign supports, lighting items, guard rail items, delineators, impact attenuators, median barriers, bridge railing or pavement markings. The eligible temporary items shall be limited to changeable message signs, guard rail items, or median barriers.

**907-107.18--Contractor's Responsibility for Utility Property and Services.** After the first sentence of Subsection 107.18 on page 63, add the following:

Prior to any excavation on the project, the Contractor shall contact MS 811 and advise them to mark all known utilities in the area of the excavation.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-108-1 DB

CODE: (SP)

DATE: 07/07/2014

SUBJECT: Prosecution and Progress

Section 108, Prosecution and Progress, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

**907-108.01--Subletting of Contract.** Delete Subsection 108.01.1 beginning on page 72 and substitute the following.

**907-108.01.1--General.** The total value of all work performed by the Contractor's own organization shall be no less than 40 percent of the Contract Price. The Contractor shall not assign, subcontract, sublet or transfer any or all of its interest in this Contract, except the furnishing of necessary materials, without prior written approval of the Executive Director. Consent by the Executive Director to any subcontract shall not relieve Contractor from any of its obligations hereunder, and Contractor is required to maintain final management responsibility with regard to any such subcontract.

The Contractor's "own organization" shall be construed to include workmen employed and paid directly, owned or rented equipment and trucks that are classed as owner-operator.

The simple expediency of carrying the workmen of one Contractor on the prime Contractor's or approved subcontractor's payroll to avoid subcontracting will not be permitted.

If evidence and investigation establish that a violation of the subcontract requirement is being attempted through subterfuge whereby one Contractor's equipment is leased to the prime Contractor or the workmen of one Contractor are placed on the payroll of the prime Contractor, the Executive Director will take such action as deemed appropriate under the provisions of the Contract. This provision does not include the lease or use of equipment from a corporation or company wholly owned by the prime Contractor.

Subcontracting does not release the Contractor of bond and Contract liability and shall not be construed to imply that a contract exists between the Department and a third party.

The Contractor must pay subcontractor(s) for satisfactory performance of their contracts no later than 15 calendar days from receipt of payment from the Department. Within 15 calendar days after receiving payment from the Department for work satisfactorily performed, the Contractor shall make prompt payment to all subcontractors or material suppliers for all monies due.

The Engineer will have the authority to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to make prompt payment within 15 calendar days as

required above, or failure to submit the required OCR-484 Form, Certification of Payments to Subcontractors, which is also designed to comply with prompt payment requirements.

Delete Subsection 108.02 beginning on page 74 and substitute the following.

**907-108.02--Notice to Proceed.** The Contractor shall not begin construction on any feature of the Work before a Notice to Proceed is issued.

If the Department delays the issuance of the Notice to Proceed for reasons beyond the Contractor's control, the beginning of Contract time shall be adjusted equal to the number of calendar days of the delay. Contract time shall NOT be adjusted for delays caused by the Contractor. The Notice to Proceed and the beginning of Contract time shall be the same date.

Delete Subsection 108.03.1 beginning on page 75 and substitute the following.

**907-108.03.1--Progress Schedule.** Prior to or at the Pre-Construction Conference, the Contractor shall furnish a progress schedule and be prepared to discuss both its proposed methodologies for fulfilling the scheduling requirements and its sequence of operations. The Engineer will review the schedule and approve the schedule as it relates to compliance with the specifications and logic. The progress schedule must be approved by the Engineer prior to commencing work. The schedule shall be a bar-chart type schedule submitted on 11" x 17" paper meeting the below minimum requirements. These activities shall be significantly detailed enough to communicate the Contractor's understanding of the construction sequencing and phasing of the project.

When preparing the progress schedule, the Contractor shall include the following:

- Show a time scale to graphically show the completion of the work within contract time.
- Show all activities in the order the work is to be performed including submittals, submittal reviews, fabrication and delivery.
- Show all activities that are controlling factors (critical path) in the completion of the work.
- Show the time needed to perform each activity and its relationship in time to other activities.

Should the schedule not include the above requirements or becomes unrealistic during construction, the Contractor should immediately submit a revised, more realistic schedule for approval.

Delete Subsection 108.03.2 on page 76 and substitute the following.

**907-108.03.2--Preconstruction Conference.** Prior to commencement of the Work, a preconstruction conference shall be held for the purpose of discussing with the Contractor essential matters pertaining to the prosecution and satisfactory completion of the Project. The Contractor, with the assistance of the Engineer, shall schedule the preconstruction conference.

Delete Subsection 108.03.3 on page 76 and substitute the following.

**907-108.03.3--Commencement and Execution of Work.** The work shall begin as set out in the Contract Documents or the approved progress schedule and shall be prosecuted at a rate necessary to insure its completion within the contract time specified by the Contractor.

All work covered by supplemental agreement shall not commence until the supplemental agreement has been executed by all parties.

Delete Section 108.04 beginning on page 77 and substitute the following.

**907-108.04--Blank.**

Delete Section 108.06 beginning on page 79 and substitute the following.

**907-108.06--Extension of Time.** The Contract Time may not be extended unless there is a delay to the Project caused by an event listed below.

- (a) Force Majeure as that term is defined in Section 902 Subsection VI.
- (b) MDOT initiated scope changes, directives or authorized extra work.
- (c) Acts or omissions by MDOT or its duly appointed representative that unreasonably interfere with the Contractor's performance and cause delay of Work on the critical path of the Project.
- (d) Changes in a legal requirement or regulation that becomes effective subsequent to the date of this Contract.
- (e) Discovery of hazardous materials not discoverable from a reasonable investigation and analysis of the site prior to the Volume 2 – Contract Price Proposal Date.
- (f) Discovery of archeological or paleontological sites not previously identified as set forth in Subsection 5.5 of the Technical Requirements not discoverable from a reasonable investigation and analysis of the site prior to the Volume 2 – Contract Price Proposal Date.

Other than as noted above, the Contract Time shall not be increased for Contract time adjustments or claimed delay damages. Requests for time extensions shall be made in writing to MDOT within 20 calendar days of the event causing the delay. Requests shall include a schedule analysis fragment demonstrating the delay is the critical path.

Delete Subsection 108.07 on page 85 and substitute the following.

**907-108.07--Failure to Complete the Work on Time.** The assessment of liquidated damages shall not be considered a penalty; any damages assessed a reasonable estimate of fair compensation for the damage of delay that may reasonably be anticipated from the Contractor's failure to complete the Project within the Contractor specified time constraints.

If the Contractor fails to complete all items of Work by the Contractor's specified Final Completion Date, the Commission will assess liquidated damages (\$1500/day) per calendar day until the date all items of Work are completed.

The assessments of liquidated damages shall be deducted by the Commission from monies due the Contractor, if sufficient monies are available. Otherwise, the Contractor shall pay to the Commission the liquidated damage assessments within fifteen (15) business days of notice that payment is due.

**907-108.08--Default and Termination of Contract.** At the end of Subsection 108.08 on page 87, add the following.

Upon termination for default, all Project Documents, as defined in Technical Requirements Section 2.3, shall be surrendered forthwith by Contractor to MDOT. MDOT will be authorized to use the Design documents for the sole purpose of promoting, completing, using, maintaining, upgrading or adding to the Project. This authorization includes allowing design professionals to make changes, corrections, or additions to the Design documents for these purposes.

Delete Subsection 108.09 beginning on page 87 and substitute the following.

**907-108.09--Termination of Contract for Reasons Other Than Default.** MDOT reserves the right to cancel the Work upon ten (10) calendar days written notice to Contractor. Should the Work be so canceled by MDOT for convenience, the Contractor shall be paid for the value of the Work, based upon the Project Payment Schedule, performed to the date of cancellation and demobilization together with any cancellation charges by vendors and subcontractors. The Contractor shall also be entitled to the cost of securing the Work, provided such cost is approved by MDOT. In no event, however, shall the total payment to Contractor pursuant to such a cancellation exceed the Contract Price.

Termination of all or a portion of the Contract shall not relieve Contractor of any responsibility it would otherwise have for the Work completed, or any claims arising from that work.

Upon such termination, all Project Documents, as defined in Technical Requirements Section 2.3, shall be surrendered forthwith by Contractor to MDOT. MDOT will be authorized to use the Design documents for the sole purpose of promoting, completing, using, maintaining, upgrading or adding to the Project. This authorization includes allowing design professionals to make changes, corrections, or additions to the Design documents for these purposes.

Delete Subsection 108.10 on page 88 and substitute the following.

**907-108.10--Termination of Contractor's Responsibility.** The construction phase of this Contract will be considered complete when all Work has been satisfactorily completed, the final inspection made, the Work accepted by the Executive Director and the final estimate paid. When the Executive Director writes the formal letter of acceptance, the Contractor will be released from further obligation except as set forth under the warranty provisions of the Contract or as provided by law.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-109-1 DB

CODE: (SP)

DATE: 09/13/2011

SUBJECT: Measurement and Payment

Section 109, Measurement and Payment, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

Delete Subsection 109.01 beginning on page 88 and substitute the following.

**907-109.01--Measurement of Quantities.** Measurement and calculations of quantities are for testing frequencies only and for this reason the units of measurement and method of measurement shall be consistent with units of measurements and methods of measurements noted in the Standard Specifications.

Delete the second paragraph of Subsection 109.02 on page 91.

Delete Subsection 109.03 on page 91 and substitute the following.

**907-109.03--Blank.**

Delete Subsection 109.04 beginning on page 91 and substitute the following.

**907-109.04--Extra and Force Account Work.** Allowable Contract adjustments in accordance with the requirements and provisions of Subsection 907-104.03 will be paid for at the unit prices or lump sum price stipulated in the agreement authorizing the Work, or the Executive Director may require the Contractor to do such work on a force account basis to be compensated in the following manner:

- (a) **Labor.** The Contractor will receive the rate of wage or scale agreed upon in writing for each hour that the foreman in direct charge of the specific operations and labor are actually engaged in such work. An amount will be added equal to 19 percent of the sum thereof.
- (b) **Bond, Insurance and Tax.** For property damage, liability, and workmen's compensation insurance premiums, unemployment insurance contributions and social security taxes on the force account work, the Contractor will be reimbursed actual cost only. The Contractor shall furnish satisfactory evidence of the rate or rates paid for the bond, insurance and tax.
- (c) **Materials.** The Contractor will receive the actual cost of the materials, including transportation charges if paid by the Contractor, exclusive of machinery rentals as

hereinafter set forth, plus 19 percent.

- (d) **Equipment.** For any machinery or special equipment, other than small tools, authorized by the Engineer, the Contractor will receive the rates agreed upon in writing. In the event an agreement cannot be reached for a particular piece of equipment, the book entitled "Rental Rate Blue Book For Construction Equipment" as published by Equipment Watch® and is current at the time the force account work is authorized will be used to determine equipment ownership and operating expense rates. These rates do not include allowances for operating labor, mobilization or demobilization costs, overhead or profit, and do not represent rental charges for those in the business of renting equipment. Operating labor and overhead cost will be allowed. 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. The cost of transportation after completion of the force account work will be reimbursed except it cannot exceed the allowance for moving the equipment to the Work.

The hourly use rates are computed on the basis of a 40-hour workweek. When the Contractor works more than 40 hours per week, the cost for "Cost of Facilities Capital" (CFC) will be excluded from the hourly rate for those hours in excess of 40 hours per week.

No more than eight hours of standby will be paid during a 24-hour day, nor more than 40 hours per week. Standby time will not be allowed unless the equipment has been in idle status in excess of 16 hours during a 24-hour day. Likewise, standby will not be allowed during periods when the equipment would have otherwise been in idle status or when equipment could reasonably have been used on other parts of the Project. Actual operating time during a week will be credited against the 40 hours maximum standby allowance.

All equipment shall be subject to approval from day to day in accordance with the requirements of Subsection 907-108.05.

- (e) **Miscellaneous.** No allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
- (f) **Compensation.** No extra work on a force account basis will be paid unless unit prices for labor, materials and equipment rentals have been agreed upon in writing, or as otherwise provided for equipment in paragraph (d), before work is started. The unit prices paid shall not exceed the quoted unit price for each item stipulated in the agreement.

The Contractor, or the Contractor's authorized representative, and the Engineer shall compare records of extra work done on a force account basis at the end of each day. Copies of these records shall be made upon the form provided for this purpose and shall be certified to by the Contractor and the Engineer. The Contractor shall furnish to the

Engineer itemized statements of the cost of all force account work. The statements shall include a true copy of the payroll and the original receipt of bills and invoices for the material used and the freight charges paid. Where materials used are not specifically purchased for use on extra work but taken from the Contractor's stock, the Contractor may submit an affidavit of the quantity, price and freight on these materials.

Statements covering force account work for each specific agreement shall be submitted promptly at the end of the month in which the work was actually completed. Failure to timely submit such information shall constitute a waiver if any claim for monetary damage.

Delete Subsection 109.05 on page 93 and substitute the following.

**907-109.05--Eliminated Items.** The Department shall have the right to eliminate portions of the Contract relating to any of the engineering services or any of the construction services set forth therein. When the Contractor is notified of the elimination of portions of the Contract work, the Department will reimburse the Contractor for actual work done and all costs incurred prior to the notification.

When a major item is eliminated, the Contractor will be reimbursed for substantiated unrecovered overhead costs but not to exceed five percent of the original contract value of the item as shown in the Escrow Proposal Documents. The Contractor shall not be entitled to nor shall the Commission, the Department, or any of its officers or employees be subjected to any liability or damages.

The Contractor upon request will be paid substantiated actual costs for materials, which are in excess of those used and paid for in the completed work that were mobilized prior to notification of elimination or reduction of a major item. Materials which otherwise would have been required prior to such notification and which are on the order that cannot be cancelled may be included in the material to be paid for by the Department. No payment will be allowed for materials in excess of the quantity required under the Contract

Points of delivery for the reimbursed materials shall be agreeable to the Department. The Contractor shall make delivery at such a point and the additional transportation cost, if any, will be reimbursed by the Department.

Mobilization of material as indicated in this provision shall be understood to be materials which qualify for partial payment under the provisions of Subsection 907-109.06 and cannot be reasonably used by the Contractor in other work under contract.

At the option of the Department, living or perishable plant material, seeds, other materials and warehouse items mobilized for the work may be purchased by the Department.

All mobilized materials for which payment is made shall become the property of the Department, and the Contractor shall furnish the Engineer satisfactory title or approved evidence of

ownership.

**907-109.06--Partial Payments.** Delete Subsection 907-109.06.1 beginning on page 93 and substitute the following.

**907-109.06.1--General.** The Contractor shall submit a Project Payment Schedule (PPS) for the contracted Work a minimum of 30 days prior to its initial application for partial payment. This schedule will provide a breakdown of values for the contracted Work aggregating the Contract price, and will be the basis for partial payments. The breakdown will demonstrate reasonable, identifiable, and measurable components of the Work. The sum of all values listed for each element shall be equal to the Contract price proposed for that element as set forth in the Contractor's Project Payment Schedule. The Work shall be subdivided into component parts in sufficient detail to serve as the basis for progress payments and price adjustments, positive and negative. Prices will include a pro rata amount of overhead and profit applicable to each item. The Department may reject the Project Payment Schedule if it fails to provide reasonable detail, any prices are excessively unbalanced, or fails to account for the entire Contract fixed price.

The Contractor shall submit to the Engineer an application for each payment, the cut-off date for receiving submittal shall be the 20<sup>th</sup> of each month, unless changed by MDOT. A Construction Certificate (Attachment to SP 907-109.06.1) must be attached to each payment application. The Contractor shall include, in each application for payment, a schedule of the percentages of the various parts of the Work completed that, the quantities placed during the current pay period, a running total of all quantities placed to date, OCR-484 and all Contractor Payrolls. The Contractor shall also submit test reports and/or Manufacturer Certificates for materials not tested by the Department with each payment request. Applications for payment shall not be submitted more frequently than once per month. The applications for payment shall be submitted in a format acceptable to MDOT.

The Engineer shall approve all payments based upon the Contractor's compliance with the Project Payment Schedule, the Contract, Construction Certificate and the documented progress of Work. MDOT will make partial payments on the Contract monthly as Work progresses. In the event a submitted application for payment is completed incorrectly, contains defects or improprieties, or there is a good faith dispute, MDOT will so notify the Contractor within two (2) business days stating the reason or reasons the application for payment is defective or improper or the reasons for the dispute. The Contractor shall have two (2) business days in which to submit the corrected application for payment. If the corrected application is not submitted within two (2) business days, payment will be made on the following month's application for payment.

Delete Subsection 109.07 beginning on page 95 and substitute the following.

**907-109.07--Blank.**

Delete Subsection 109.11 beginning on page 98 and substitute the following.

**907-109.11--Acceptance and Final Payment.** When the Executive Director has notified the

Contractor of final acceptance pursuant to Subsection 907-105.16.2, a final application for payment showing the value of the work will be prepared by the Contractor. The amount of this payment, less all previous payments and deductions required under the Contract, will be paid to the Contractor as soon as practicable. Final payment will not be made until written consent of the Contractor and the Surety has been delivered to the Contract Administration Engineer of the Department. It shall be the Contractor's responsibility to have the Surety provide the consent. Delays in final payment because of non-receipt of Surety's consent shall not be cause for the payment of interest under the provisions of Section 31-5-27 of the Mississippi Code, 1972, Annotated, for the period of time occasioned by such delay.

Acceptance by the Contractor of final payment shall operate as and shall be a release to the Commission from all claims or liability under the Contract and any act or neglect of the Commission relating to or connected with the Contract.

**CONSTRUCTION CERTIFICATE**

TO: MISSISSIPPI DEPARTMENT OF TRANSPORTATION

FROM: \_\_\_\_\_

INVOICE REFERENCE NUMBER: \_\_\_\_\_

PAY PERIOD COVERED BY REFERENCED INVOICE: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

This Construction Certificate is made by ("Contractor"), in accordance with the Design/Build Contract, by and between the Contractor and the Mississippi Transportation Commission and in compliance with the requirements of that Contract.

Capitalized terms used in this Construction Certificate shall have the meanings and definitions given them in the Contract.

This Construction Certificate is submitted in connection with Contractor's invoice referenced above and in order to induce Commission to make to Contractor a progress payment, pursuant to Subsection 907-109.06.1 of the Contract Special Provisions. To this end, Contractor hereby certifies, represents, warrants and covenants as follows:

1. Other than as set forth in writing and attached hereto and marked "Exhibit 1", Contractor is aware of no claim, dispute, circumstance or fact which Contractor asserts gives rise to a Supplemental Agreement for extension of time or addition to or increase in the Contract Price. If there are no such claims, disputes, circumstances or facts of which the Contractor is aware, Exhibit 1 shall state "None". If no such claims, disputes, circumstances or facts are set forth on Exhibit 1, any such claim, dispute, circumstance or fact of which Contractor is aware is hereby waived by Contractor.
2. Pursuant to Subsection 109.06.2--Advancement on Materials, of the Standard Specifications, attached hereto and marked "Exhibit 2" is a description, in detail sufficient for independent verification, of all newly stored, Stored Materials and all adjustments for Stored Materials incorporated into the Project in the then immediately preceding progress payment.
4. Pursuant to Subsection 109.06.2--Advancement on Materials, of the Standard Specifications, the Contractor certifies that all such Stored Materials to which Contractor holds title and which are described in Exhibit 2 hereto were either obtained and properly stored or removed from storage and incorporated into the Work in the immediately preceding payment period; Exhibit 2 states which such Stored Materials were obtained and properly stored and which such Stored Materials were removed from storage and incorporated into the Work.

5. Pursuant to Section 3 Quality Control/Quality Assurance (QC/QA) of the Technical Requirements in the Contract, the Contractor certifies that the Work invoiced in connection with this Design and Construction Certificate and all Work invoiced to date has been performed in a prudent manner and in compliance with the requirements of the Contract, including the Performance Criteria that all amounts have been paid by the Contractor for Work for which Previous Certificates for Payment were issued and payments received from the Owner.
6. Contractor certifies that Contractor has complied with the requirements of Section III.C, Periodic Progress Payment Application, in Section 902 of the Contract, and that all necessary materials to perform the Work have been provided by Contractor or its Subcontractors or Vendors in accordance with the provisions of the Contract, and that Contractor holds title to all such materials included in the invoice in accordance with Section III.C of the Contract.
7. The undersigned is duly authorized and empowered by Contractor to execute this Construction Certificate.

By: \_\_\_\_\_  
[Type or print name of authorized agent]

Date: \_\_\_\_\_

Its: \_\_\_\_\_  
[Type or print name of authorized agent]

Signature of authorized agent: \_\_\_\_\_

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-110-2 DB

CODE: (SP)

DATE: 06/25/2014

SUBJECT: Wage Rates

Section 110, Required Contract Provisions, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

**907-110.02--Application.** Delete Subsection 110.02.2 on page 100 and substitute the following.

**907-110.02.2--Wage Rates.** All persons employed or working upon the site of the work will be paid at wage rates not less than those contained in the wage determination decision of the Secretary of Labor in effect 10 days prior to taking bids.

Proposers are advised that regardless of the wage rates listed in the Supplement to FHWA 1273 in the contract, minimum federal wage rates must be paid.

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-410-8 DB

CODE: (SP)

DATE: 08/12/2014

SUBJECT: High Friction Surface Treatment

Section 410, Bituminous Surface Treatment, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby deleted in toto and replaced as follows.

## SECTION 907-410 -- HIGH FRICTION SURFACE TREATMENT

**907-410.01--Description.** This work consists of installing a textured, high friction surface treatment in areas designated and detailed on the plans, or in the contract documents. The color of the high friction surface treatment shall be similar to the surface which it will be applied.

**907-410.02--Materials.** The materials used for the high friction surface treatment shall consist of a two-part binder and aggregate meeting the following requirements.

**907-410.02.1--Binder.** The binder shall be a two-part cold applied modified exothermic epoxy resin binder. The binder shall consist of a thermosetting compound which holds the aggregate firmly in position. The binder shall also meet the following requirements.

<u>Property</u>	<u>Value</u>	<u>Test Method</u>
Tensile Strength @ 7 days, psi, minimum	2400	ASTM D 638
Elongation at break point, %, minimum	30	ASTM D 638
Hardness, Shore D, minimum	70	ASTM D 2240
Compressive Strength, psi, minimum	1600	ASTM D 695
Gel Time, minutes, minimum	15	ASTM D 2471
Cure Rate, hours, @ 75°F, maximum	3	ASTM D 1640
Water Absorption, %, maximum	1.0	ASTM D 570
Adhesion Strength, psi, minimum	200	ASTM D4541

**907-410.02.2--Aggregate.** The aggregate shall be crushed Calcined Bauxite, Granite, or Gravel. The aggregate will be delivered to the construction site in clearly labeled bags or sacks. The aggregate shall be clean, dry and free from foreign matter. The aggregate shall meet the following requirements:

<b><u>Property</u></b>	<b><u>Value</u></b>	<b><u>Test Method</u></b>
Aggregate Abrasion Value, 'C' Grading, maximum, %	20	AASHTO T 96
Aggregate Grading,		AASHTO T 27
No 4 Sieve Size, passing, %	95 - 100	
No 16 Sieve Size, passing, %	0 - 5	

**907-410.02.3--Material Acceptance.** The Contractor shall furnish to the Engineer three copies of the manufacturer's test report(s) showing results of all required tests and certification that the material meets the specifications. Certified test report(s) and certification shall be furnished for each shipment of component materials.

**907-410.03--Construction Requirements.**

**907-410.03.1--Equipment.** The equipment used to place the high friction surface treatment shall be mechanized, and shall be capable of attaining the production rates for the product as deemed appropriate by the manufacturer. The surface treatment shall be mechanically applied in accordance with manufacturer's recommended methods at the specified thicknesses shown in the contract documents. If no thickness is specified, the thickness shall be in accordance with the manufacture's recommendation.

**907-410.03.2--Construction Methods.** The application of the surface treatment shall be in accordance with the manufacturer's recommendations.

The two-part modified epoxy binder material shall not be applied on a wet surface, when the ambient and/or surface temperature is below 40°F or above 105°F, or when the anticipated weather conditions would prevent the proper application of the surface treatment as determined by the manufacturer.

Receiving surfaces must be clean, dry and free of all dust, oil, debris and any other material that might interfere with the bond between the epoxy binder material and existing surfaces. For asphalt pavements, the existing surfaces shall be cleaned by use of mechanical sweepers, high pressure air or other methods approved by the Engineer prior to the installation. For concrete surfaces, the surface shall first be shot blasted and then cleaned by use of mechanical sweepers, high pressure air or other methods approved by the Engineer. Shot blasting shall be performed no more than seven days prior to the application of the epoxy binder.

Any existing pavement markings, as deemed necessary by the Engineer and/or manufacturer's representative, shall be removed. Adequate cleaning of all surfaces will be determined by the Engineer and/or manufacturer's representative.

All existing pavement markings to remain, utilities, drainage structures, curb and any other structure within/adjacent to the treatment location shall be protected against the application of the surface treatment materials.

All inadequately sealed joints and cracks greater than 1/4-inch shall be cleaned and filled with an approved crack sealant.

A manufacturer's representative shall be on site to provide technical assistance during the start up operations and as necessary during the surface preparation, material placement and during any necessary remedial work.

**907-410.03.1--Application of the Binder.** The epoxy binder shall be placed in accordance with the manufacturer's recommended methods. The in-place thickness of the mixed epoxy shall be approximately 60 mils above the pavement surface. For irregular surfaces, the application rate may be adjusted, as determined by the manufacturer's representative. The two-part modified epoxy binder components shall be proportioned to the correct ratio, and mixed using a low-speed, high-torque drill fitted with a helical stirrer at a rate recommended by the manufacturer. The Contractor may choose to mix the epoxy binder using a plural component pump system of a type approved by and in accordance with the epoxy binder manufacturer.

The homogenously mixed epoxy binder shall be uniformly distributed over the pavement section to be treated and within the temperature range specified. Operations shall proceed in such a manner that will not allow the epoxy material to chill, set up, dry, or otherwise impair retention of the aggregate. Epoxy binder may be uniformly spread onto irregular surfaces by means of a hand-applied, serrated-edged squeegee.

A certification from the two-part modified epoxy resin manufacturer shall be supplied to the Engineer stating that the material meets the specifications.

**907-410.03.2--Application of the Aggregate.** The dry aggregate shall be immediately applied onto the epoxy binder prior to the epoxy binder reaching its gel time coverage. Do not use vibratory or impact type compaction on the aggregate after placement. Lightweight rollers shall be used to seat the aggregate topping. Complete coverage of the "wet" epoxy binder with aggregate is necessary to achieve a uniform surface. No exposed wet spots shall be visible once the aggregate is placed. The application rate shall be such that the retained aggregate will be at least 12 pounds per square yard.

**907-410.03.3--Curing.** The treatment shall be allowed to cure in accordance with manufacturer recommendations, approximately three hours at an ambient temperature of 75°F and rising. Excess aggregate shall be removed by hand brooms, mechanical sweeping, or suction sweeping before opening to traffic. The treated surfaces shall be protected from traffic and environmental effects until the area has cured.

Excess aggregate can be reused on the next day's installation. The excess aggregate must be clean, uncontaminated and dry. An additional sweeping shall be performed after the system fully cures. The coverage rate of the retained aggregate shall be at least 12 pounds per square yard. Any unused material shall be disposed of by the Contractor.

**907-410.03.4--Friction Testing.** Within 30 days after construction of the high friction surface

treatment, the Department will measure the friction characteristics in accordance with AASHTO Designation: T 242 using a tire meeting the requirements of AASHTO Designation: M 261. The materials used in the high friction surface treatments shall produce a friction number of at least 65.

**907-410.04--Method of Measurement.** High friction surface treatment will be measured by the square yard, complete in place and accepted.

**907-410.05--Basis of Payment.** High friction surface treatment, measured as prescribed above, will be paid for at the contract unit price bid per square yard, which price shall be full compensation for furnishing all equipment, tools, labor, materials, and for all pertinent operations necessary to complete the work.

Payment will be made under:

907-410-D: High Friction Surface Treatment \* - per square yard

\* Additional information may be specified

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-601-1 DB**

**CODE: (SP)**

**DATE: 07/01/2014**

**SUBJECT: Structural Concrete**

Division 600, Incidental Construction, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

After the heading **DIVISION 600 - INCIDENTAL CONSTRUCTION**, add the following:

Unless otherwise specified, all testing of Portland cement concrete in Division 600 shall be in accordance with the requirements of Subsection 907-601.02.1.

**907-601.02--Materials.**

**907-601.02.1--General.** Delete the second and third sentence of the first paragraph of Subsection 601.02.1 on page 348, and substitute the following:

Sampling and testing will be in accordance with TMD-20-04-00-000 or TMD-20-05-00-000, as applicable.

**907-601.03.6.3--Removal of Falsework, Forms, and Housing.** Delete the first paragraph, the table and second paragraph of Subsection 601.03.6.3 on pages 349 and 350, and substitute the following:

The removal of falsework, forms, and the discontinuance of heating, shall be in accordance with the provisions and requirements of Subsection 907-804.03.15, except that the concrete shall conform to the following compressive strength requirements:

Wingwall and Wall Forms not Under Stress .....	1000 psi
Wall Forms under Stress .....	2200 psi
Backfill and Cover clear .....	2400 psi

In lieu of using concrete strength cylinders to determine when falsework, forms, and housings can be removed, an approved maturity meter may be used to determine concrete strengths by inserting probes into concrete placed in a structure. The minimum number of maturity meter probes required for each structural component shall be in accordance with Subsection 907-804.03.15. Procedures for using the maturity meter and developing the strength/maturity relationship shall follow the requirements of Subsection 907-804.03.15. Technicians using the maturity meter or calculating strength/maturity graphs shall meet the requirements of Subsection 907-804.03.15.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SPECIAL PROVISION NO. 907-626-25 DB**

**CODE: (IS)**

**DATE: 11/13/2012**

**SUBJECT: Thermoplastic Traffic Markings**

Section 626, Thermoplastic Traffic Markings, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

**907-626.01--Description.** After the last sentence of the first paragraph of Subsection 626.01 on page 443, add the following.

All pavement marking material, excluding edge lines over rumble strips, shall be applied using the extrusion/ribbon method. Edge lines placed over rumble strips shall be applied using the atomization/spray method.

**907-626.03.1.1--Equipment.** After the second paragraph of Subsection 626.03.1.1 on page 444, add the following.

When edge lines are placed over rumble strips, the equipment must be able to apply the marking material using the atomization/spray method instead of extrusion/ribbon method.

**907-626.03.1.2--Construction Details.** Delete the second sentence of the first full paragraph of Subsection 626.03.1.2 on page 445, and substitute the following.

Unless otherwise specified in the plans or contract documents, the thickness shall be 90 mils for edge lines, center lines, lane lines, barrier lines and detail stripe including gore markings, and 120 mils for crosswalks, stop lines, and railroad, word and symbol markings.

After the last sentence of the third full paragraph of Subsection 626.03.1.2 on page 445, add the following.

When double drop thermoplastic stripe is called for in the contract, additional beads by the drop-on method shall be applied as follows.

Class A glass beads at a rate of not less than three pounds of beads per 100 feet of six-inch stripe.  
Class B glass beads at a rate of not less than three pounds of beads per 100 feet of six-inch stripe.

The Class B glass beads shall be applied to the newly placed stripe first, followed by the application of the Class A glass beads.

**907-626.05--Basis of Payment.** Delete the pay items listed on page 446 and substitute the following.

907-626-A: 6" Thermoplastic* Traffic Stripe, Skip White	- per linear foot or mile
907-626-B: 6" Thermoplastic* Traffic Stripe, Continuous White	- per linear foot or mile
907-626-C: 6" Thermoplastic* Edge Stripe, Continuous White	- per linear foot or mile
907-626-D: 6" Thermoplastic* Traffic Stripe, Skip Yellow	- per linear foot or mile
907-626-E: 6" Thermoplastic* Traffic Stripe, Continuous Yellow	- per linear foot or mile
907-626-F: 6" Thermoplastic* Edge Stripe, Continuous Yellow	- per linear foot or mile
907-626-G: Thermoplastic* Detail Stripe, <u>Color</u>	- per linear foot
907-626-H: Thermoplastic* Legend, White	- per linear foot or square foot

\* Indicate Double Drop if applicable

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SPECIAL PROVISION NO. 907-680-1**

**CODE: (SP)**

**DATE: 08/17/2011**

**SUBJECT: Portable Construction Lighting**

Section 680, Portable Construction Lighting, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

## **907-680.02--Materials.**

**907-680.02.1--Tower Lights.** Delete the second and third paragraphs of Subsection 680.02.1 on page 561, and substitute the following:

Tower lights shall be of sufficient wattage and/or quantity to provide an average maintained horizontal luminance in accordance with Subsection 907-680.02.3. In no case shall the main beam of the light be aimed higher than 30° above straight down. The lights should be set as far from traffic as practical and aimed in the direction of, or normal to, the traffic flow.

Delete Subsection 680.02.2 on page 561, and substitute the following:

**907-680.02.2--Balloon Lights.** All moving equipment used during night time operations shall have a balloon lighting system and flashing amber light on the equipment. In lieu of a flashing amber light, the Contractor may install four square feet of approved reflective material on the equipment in a location that will be seen by the traveling public. This lighting system shall illuminate the work area in each direction of travel of the equipment. Machine balloon lights shall be mercury vapor, metal halide, high pressure sodium or low pressure sodium in conventional roadway enclosed fixtures mounted on supports attached to the construction machine at a height of approximately thirteen (13) feet. The power supply shall be of sufficient capacity to operate the light(s) and shall be securely mounted on the machine. Electrical grounding of generators to frames of machines on which they are mounted shall be done in conformance with the National Electrical Code (NEC).

The light fixtures shall be of sufficient wattage and/or quantity to provide an average maintained horizontal luminance in accordance with Subsection 907-680.02.3.

Balloon lights are in addition to conventional automotive type head lights which are necessary for maneuverability.

Delete Subsection 680.02.3 on pages 561 & 562, and substitute the following:

**907-680.02.3--Lighting Levels.** The submitted lighting plan shall indicate how the Contractor intends to accomplish the lighting of the work area(s). The lighting system shall provide a

minimum of five (5) foot-candles throughout the work area. For stationary operations, the work area shall be defined as the entire area where work is being performed. For mobile operations the work area shall be defined as 25 feet in front of and behind moving equipment.

**907-680.03--Construction Requirements.** Delete the first, second, third, and fourth paragraphs of Subsection 680.03 on page 562 and substitute the following:

Tower lights may be used when the night work is confined to a fairly small area and is essentially a stationary operation.

Balloon lights shall be used when the night work is not confined to a small area and is essentially a continuous moving construction operation.

Use of tower lights in lieu of balloon lights will be considered when the number of machines, type of work, or need for inspection justify their use as decided by the Engineer.

The work area where traffic control devices are being set up or repositioned at night shall be illuminated.

If night work requires the use of a flagger, then the flagger must be illuminated by balloon lighting.

**907-680.05--Basis of Payment.** Delete the pay item listed on page 563, and substitute the following:

907-680-A: Portable Construction Lighting

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-711-4 DB

CODE: (SP)

DATE: 07/01/2014

SUBJECT: Synthetic Structural Fiber Reinforcement

Section 711, Reinforcement and Wire Rope, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

After Subsection 711.03.4.3 on page 665, add the following:

**907-711.04--Synthetic Structural Fiber.** The synthetic structural fibers shall be approved for listing in the Department's "Approved Sources of Materials" prior to use. The synthetic structural fibers shall be added to the concrete and mixed in accordance with the manufacturer's recommended methods.

**907-711.04.1--Material Properties.** The fibers shall meet the requirements of ASTM Designation: C 1116, Section 4.1.3. The fibers shall be made of polypropylene, polypropylene/polyethylene blend, nylon, or polyvinyl alcohol (PVA).

**907-711.04.2--Minimum Dosage Rate.** The dosage rate shall be such that the average residual strength ratio ( $R_{150,3.0}$ ) of fiber reinforced concrete beams is a minimum of 20.0 percent when the beams are tested in accordance with ASTM Designation: C 1609. The dosage rate for fibers shall be determined by the following.

The fiber manufacturer shall have the fibers tested by an acceptable, independent laboratory acceptable to the Department and regularly inspected by the Cement and Concrete Reference Laboratory of the National Institutes of Standards and Technology and approved to perform ASTM Designations: C 39, C 78, and C192.

The laboratory shall test the fibers following the requirements of ASTM Designation: C 1609 in a minimum of three (3) test specimens cast from the same batch of concrete, molded in 6 x 6 x 20-inch standard beam molds meeting the requirements of ASTM Designation: C 31. The beams shall be tested on an 18-inch span. The tests for  $R_{150,3.0}$  shall be performed when the average compressive strength of concrete used to cast the beams is between 3500 and 4500 psi. The tests for compressive strength shall follow the requirements of ASTM Designation: C 39. The average compressive strength shall be determined from a minimum of two (2) compressive strength cylinders.

The value for  $R_{150,3}$  shall be determined using the following equation:

$$R_{150,3.0} = \frac{f_{150,3.0}}{f_1} \times 100$$

The residual flexural strength ( $f_{150,3.0}$ ) shall be determined using the following equation:

$$f_{150,3.0} = \frac{P_{150,3.0} \times L}{b \times d^2}$$

where:

$f_{150,3.0}$  is the residual flexural strength at the midspan deflection of  $L/150$ , (psi),

$P_{150,3.0}$  is the residual load capacity at the midspan deflection of  $L/150$ , (lbf),

$L$  is the span, (in),

$b$  is the width of the specimen at the fracture, (in), and

$d$  is the depth of the specimen at the fracture, (in).

For a 6 x 6 x 20-inch beam, the  $P_{150,3.0}$  shall be measured at a midspan deflection of 0.12 inch.

Additionally,  $R_{150,3.0}$ ,  $f_{150,3.0}$ , and  $P_{150,3.0}$  may also be referred to as  $R_{150}^{150}$ ,  $f_{150}^{150}$ , and  $P_{150}^{150}$  respectively.

At the dosage rate required to achieve the minimum  $R_{150,3}$ , the mixture shall both be workable and the fibers shall not form clumps.

The manufacturer shall submit to the State Materials Engineer certified test reports from the independent laboratory showing the test results of each test specimen.

**907-711.04.3--Job Control Requirements.** The synthetic structural fibers shall be one from the Department's "Approved Sources of Materials."

At the required dosage rate, the mixture shall both be workable and the fibers shall not form clumps to the satisfaction of the Engineer. If the mixture is determined by the Engineer to not be workable or have clumps of fibers, the mixture may be rejected.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-713-3 DB

CODE: (SP)

DATE: 07/01/2014

SUBJECT: Admixtures for Concrete

Section 713, Concrete Curing Materials and Admixtures, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

After the second paragraph of Subsection 713.01.2 on page 676, add the following.

Type 1-D compound may be used on bridge rails, median barriers, and other structures requiring a spray finish. When Type 1-D compound is used, it will be the responsibility of the Contractor to assure that the compound has dissipated from the structure prior to applying the spray finish and that the spray finish adheres soundly to the structure.

Delete Subsection 713.02 on pages 676 & 677, and substitute the following.

**907-713.02--Admixtures for Concrete.** Air-entraining admixtures used in Portland cement concrete shall comply with AASHTO Designation: M 154. Set-retarding, accelerating, and/or water-reducing admixtures shall comply with AASHTO Designation: M 194. Water-reducing admixture shall meet the minimum requirements for Type A. Set-retarding admixtures shall meet the minimum requirements for Type D. Admixtures providing a specific performance characteristic(s) other than those of water reduction or set retardation shall meet the minimum requirements for Type S. For admixtures meeting the requirements for Type S, the manufacturer shall provide data to substantiate the specific performance characteristic(s) to the satisfaction of the State Materials Engineer.

In order to obtain approval of an admixture, the State Materials Engineer shall have been furnished certified test reports, made by an acceptable independent laboratory regularly inspected by the Cement and Concrete Reference Laboratory of the National Institutes of Standards and Technology, which show that the admixture meets all the requirements of the applicable AASHTO Standard Specification.

The Department reserves the right to sample, for check tests, any shipment or lot of admixture delivered to a project.

The Department reserves the right to require tests of the material to be furnished, using the specific cement and aggregates proposed for use on the project, as suggested in AASHTO Designation: M 154 and outlined in AASHTO Designation: M 194.

After an admixture has been approved, the Contractor shall submit to the State Materials Engineer, with each new lot of material shipped, a certification from the manufacturer in

accordance with the requirements of Subsection 700.05.1 and stating the material is of the same composition as originally approved and has not been changed or altered in any way. The requirement in Subsection 700.05.1(b) is not required on the certification from the manufacturer.

Admixtures containing chlorides will not be permitted.

Failure to maintain compliance with any requirement of these specifications shall be cause for rejection of any previously approved source or brand of admixture.

Admixtures shall only be used in accordance with the manufacturer's recommended dosage range as set forth in the manufacturer's approval request correspondence. When an admixture is used in Portland cement concrete, it shall be the responsibility of the Contractor to produce satisfactory results.

**907-713.02.1--Source Approval.** In order to obtain approval of an admixture, the Producer/Suppliers shall submit to the State Materials Engineer the following for review: certified test reports, made by an acceptable independent laboratory regularly inspected by the Cement and Concrete Reference Laboratory of the National Institutes of Standards and Technology, which show that the admixture meets all the requirements of the applicable AASHTO or Department Specification for the specific type and the dosage range for the specific type of admixture.

**907-713.02.2--Specific Requirements.** Admixtures containing chlorides will not be permitted.

**907-713.02.3--Acceptance.** The Department reserves the right to sample, for check tests, any shipment or lot of admixture delivered to a project.

The Department reserves the right to require tests of the material to be furnished, using the specific cement and aggregates proposed for use on the project, as suggested in AASHTO Designation: M 154 and outlined in AASHTO Designation: M 194.

Failure to maintain compliance with any requirement of these specifications shall be cause for rejection of any previously approved source or brand of admixture.

With each new lot of material shipped the Contractor shall submit to the State Materials Engineer, a notarized certification from the manufacturer showing that the material complies with the requirements of the applicable AASHTO or Department Specification.

When an admixture is used, it shall be the responsibility of the Contractor to produce satisfactory results.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-714-8 DB

CODE: (SP)

DATE: 07/01/2014

SUBJECT: Miscellaneous Materials

Section 714, Miscellaneous Materials, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

**907-714.05--Fly Ash.** Delete Subsections 714.05.1 & 714.05.2 on pages 680 & 681, and substitute the following.

**907-714.05.1--General.** The fly ash source must be approved for listing in the Department's "Approved Sources of Materials" prior to use. The acceptance of fly ash shall be based on certified test reports, certification of shipment from the supplier, and tests performed on samples obtained after delivery in accordance with the Department's Materials Division Inspection, Testing, and Certification Manual and Department SOP.

Different classes of fly ash or different sources of the same class shall not be mixed or used in the construction of a structure or unit of a structure without written permission from the Engineer.

The Contractor shall provide suitable means for storing and protecting the fly ash from dampness. Separate storage silos, bins, or containers shall be provided for fly ash. Fly ash which has become partially set or contains lumps of caked fly ash shall not be used.

The temperature of the bulk fly ash shall not be greater than 165°F at the time of incorporation into the work.

All classes of fly ash shall meet the supplementary option chemical requirement for available alkalis listed in AASHTO Designation: M 295, Table 2. Class F fly ash shall have a calcium oxide (CaO) content of less than 6.0%. Class C fly ash shall have a CaO content of greater than or equal to 8.0%.

The replacement of Portland cement with fly ash shall be in accordance with the applicable replacement content specified in Subsection 907-701.02.2.

In addition to these requirements, fly ash shall meet the following specific requirements for the intended use.

**907-714.05.2--Fly Ash for Use in Concrete.** When used with Portland cement in the production of concrete or grout, the fly ash shall meet the requirements of AASHTO Designation: M 295, Class C or F, with the following exception:

The loss on ignition shall not exceed 6.0 percent.

No additional cementitious materials, such as blended hydraulic cement, GGBFS, metakaolin, or others, shall be added to or as a replacement for Portland cement when used with fly ash.

**907-714.06--Ground Granulated Blast Furnace Slag (GGBFS).** Delete Subsection 714.06.1 on page 681, and substitute the following.

**907-714.06.1--General.** The GGBFS source must be approved for listing in the Department's "Approved Sources of Materials" prior to use. The acceptance of GGBFS shall be based on certified test reports, certification of shipment from the supplier, and tests performed on samples obtained after delivery in accordance with the Department's Materials Division Inspection, Testing, and Certification Manual and Department SOP.

The Contractor shall provide suitable means for storing and protecting the GGBFS against dampness and contamination. Separate storage silos, bins, or containers shall be provided for GGBFS. GGBFS which has become partially set, caked or contains lumps shall not be used.

The State Materials Engineer shall be notified in writing of the nature, amount and identity of any processing or other additions made to the GGBFS during production.

GGBFS from different mills shall not be mixed or used alternately in any one class of construction or structure without written permission from the Engineer; except that this requirement will not be applicable to cement treatment of design soils or bases.

No additional cementitious materials, such as blended hydraulic cement, fly ash, metakaolin, or others, shall be added to or as a replacement for Portland cement when used with GGBFS in the production of concrete. The replacement of Portland cement with GGBFS shall be in accordance with the applicable replacement content specified in Subsection 907-701.02.2.

Delete Subsection 714.07 on page 682, and substitute the following.

**907-714.07--Additional Cementitious Materials.**

**907-714.07.1--Metakaolin.**

**907-714.07.1.1--General.** Metakaolin shall only be used as a supplementary cementitious material in Portland cement concrete for compliance with the requirements for cementitious materials exposed to soluble sulfate conditions. Metakaolin from different sources shall not be mixed or used alternately in any one class of construction or structure without written permission from the Engineer. No additional cementitious materials, such as blended hydraulic cement, fly ash, GGBFS, or others, shall be added to or as a replacement for Portland cement when used with metakaolin in the production of concrete.

The State Materials Engineer shall be notified in writing of the nature, amount and identity of any processing, or other additions made to the metakaolin during production.

**907-714.07.1.2--Source Approval.** The approval of each metakaolin source shall be on a case by case basis as determined by the State Materials Engineer. In order to obtain approval of a metakaolin source, the Producer/Suppliers shall submit to the State Materials Engineer the following for review: certified test reports, made by an acceptable, independent laboratory regularly inspected by the Cement and Concrete Reference Laboratory of the National Institutes of Standards and Technology, which show that the metakaolin meets all the requirements of AASHTO Designation: M295, including the Effectiveness in contributing to sulfate resistance, Procedure A, listed in AASHTO Designation: M295, Table 4 for Supplementary Optional Physical Requirements, and other requirements listed herein.

In order to demonstrate effectiveness in contributing to sulfate resistance, included in this test data shall be results of metakaolin from the proposed source tested in accordance with ASTM Designation: C 1012. There shall be two sets of test specimens per the following:

- a. One set of test specimens shall be prepared using a Type I Portland cement meeting the requirements of AASHTO Designation: M85 and having a tricalcium aluminate ( $C_3A$ ) content of more than 8.0%,
- b. One set of test specimens shall be prepared using a Type II Portland cement meeting the requirements of AASHTO Designation: M85.
- c. The proposed metakaolin shall be incorporated at the rate of 10% cement replacement in each set of test specimens and shall meet both of the acceptance criteria listed below for source approval.

The requirement for acceptance of the test sample using Type I Portland cement is an expansion of 0.10% or less at the end of six months. The requirement for acceptance of the test sample using Type II Portland cement is an expansion of 0.05% or less at the end of six months.

**907-714.07.1.3--Storage.** The Contractor shall provide suitable means for storing and protecting the metakaolin against dampness and contamination. Metakaolin which has become partially set, caked, or contains lumps shall not be used.

**907-714.07.1.4--Specific Requirements.** Metakaolin shall meet the requirements of AASHTO Designation: M 295, Class N with the following modifications:

1. The sum of  $SiO_2 + Al_2O_3 + Fe_2O_3$  shall be at least 85%. The Material Safety Data Sheet shall indicate that the amount of crystalline silica, as measured by National Institute of Occupation Safety and Health (NIOSH) 7500 method, after removal of the mica interference, is less than 1.0%.
2. The loss on ignition shall be less than 3.0%.
3. The available alkalis, as equivalent  $Na_2O$ , shall not exceed 1.0%.
4. The amount of material retained on a No. 325 mesh sieve shall not exceed 1.0%.
5. The strength activity index at seven (7) days shall be at least 85%.

**907-714.07.1.5--Acceptance.** With each new lot of material shipped the Contractor shall submit to the State Materials Engineer a certified test report from the manufacturer showing that the material meets the requirements AASHTO Designation: M295, Class N and the requirements of this Subsection.

The Department reserves the right to sample, for check tests, any shipment or lot of metakaolin delivered to a project.

**907-714.07.2--Silica Fume.**

**907-714.07.2.1--General.** Silica fume shall only be used as a supplementary cementitious material in Portland cement concrete for compliance with the requirements for cementitious materials exposed to soluble sulfate conditions. Silica fume from different sources shall not be mixed or used alternately in any one class of construction or structure without written permission from the Engineer. No additional cementitious materials, such as blended hydraulic cement, performance hydraulic cement, fly ash, GGBFS, or others, shall be added to or as a replacement for Portland cement when used with silica fume in the production of concrete.

The State Materials Engineer shall be notified in writing of the nature, amount and identity of any processing, or other additions made to the silica fume during production.

**907-714.07.2.2--Source Approval.** The approval of each silica fume source shall be on a case by case basis as determined by the State Materials Engineer. In order to obtain approval of a silica fume source, the Producer/Suppliers shall submit to the State Materials Engineer the following for review: certified test reports, made by an acceptable, independent laboratory regularly inspected by the Cement and Concrete Reference Laboratory of the National Institutes of Standards and Technology, which show that the silica fume meets all the requirements of AASHTO Designation: M307, Table 3, including the Sulfate resistance expansion, listed in the table for Optional Physical Requirements, and other requirements listed herein.

In order to demonstrate effectiveness in contributing to sulfate resistance, included in this test data shall be results of silica fume from the proposed source tested in accordance with ASTM Designation: C 1012. There shall be two sets of test specimens per the following:

- a. One set of test specimens shall be prepared using a Type I Portland cement meeting the requirements of AASHTO Designation: M85 and having a tricalcium aluminate ( $C_3A$ ) content of more than 8.0%,
- b. One set of test specimens shall be prepared using a Type II Portland cement meeting the requirements of AASHTO Designation: M85.
- c. The proposed silica fume shall be incorporated at the rate of 8% cement replacement in each set of test specimens and shall meet both of the acceptance criteria listed below for source approval.

The requirement for acceptance of the test sample using Type I Portland cement is an expansion of 0.10% or less at the end of six months. The requirement for acceptance of the test sample using Type II Portland cement is an expansion of 0.05% or less at the end of six months.

**907-714.07.2.3--Storage.** The Contractor shall provide suitable means for storing and protecting the silica fume against dampness and contamination. Silica fume which has become partially set, caked, or contains lumps shall not be used.

**907-714.07.2.4--Acceptance.** With each new lot of material shipped, the Contractor shall submit to the State Materials Engineer a certified test report from the manufacturer showing that the material meets the Chemical and Physical Requirements of AASHTO Designation: M307.

The Department reserves the right to sample, for check tests, any shipment or lot of silica fume delivered to a project.

Delete Subsection 714.11.6 on pages 690 and 691, and substitute the following.

**907-714.11.6--Rapid Setting Cementitious Patching Compounds for Concrete Repair.** Rapid setting concrete patching compounds must be approved for listing in the Department's "Approved Sources of Materials" prior to use. Upon approval, a product must be recertified every four (4) years to remain on the "Approved Sources of Materials" list. Each product shall be pre-measured and packaged dry by the manufacturer. All liquid solutions included by the manufacturer as components of the packaged material shall be packaged in a watertight container. The manufacturer may include aggregates in the packaged material or recommend the addition of Contractor furnished aggregates.

The type, size and quantity of aggregates, if any, to be added at the job site shall be in accordance with the manufacturer's recommendations and shall meet the requirements of Subsection 703.02 for fine aggregate and Subsection 703.03 for coarse aggregate. Required mixing water to be added at the job site shall meet the requirements of Subsection 714.01.2.

Only those bonding agents, if any, recommended by the manufacturer of the grout or patching compounds may be used for increasing the bond to old concrete or mortar surfaces.

Patching compounds containing soluble chlorides will not be permitted when in contact with steel.

Site preparation, proportioning of materials, mixing, placing and curing shall be performed in accordance with the manufacturer's recommendation for the specific type of application, and the Contractor shall furnish a copy of these recommendations to the Engineer.

Rapid setting cementitious concrete patching compounds, including components to be added at the job site, shall conform to the following physical requirements:

Non-shrink cementitious grouts shall not be permitted for use.

Compressive strength shall equal or exceed 3000 psi in 24 hours in accordance with ASTM C 928 for Type R2 concrete or mortar.

Bond strength shall equal or exceed 1000 psi in 24 hours in accordance with ASTM C 928 for Type R2 concrete or mortar.

The material shall have a maximum length change of  $\pm 0.15\%$  in accordance with ASTM C 928 for Type R2 concrete or mortar.

The Contractor shall furnish to the Engineer three copies of the manufacturer's certified test report(s) showing results of all required tests and certification that the material meets the specifications when mixed and placed in accordance with the manufacturer's instructions. When the mixture is to be placed in contact with steel, the certification shall further state that the packaged material contains no chlorides. Certified test report(s) and certification shall be furnished for each lot in a shipment.

The proportioning of materials must be approved by the State Materials Engineer and any subsequent change in proportioning must also be approved. A sample of each component shall be submitted to the Engineer along with the quantity or percentage of each to be blended. At least 45 days must be allowed for initial approval.

The proportioning of materials for subsequent lots may be approved by the State Materials Engineer upon receipt of certification from the manufacturer that the new lot of material is the same composition as that originally approved by the Department and that the material has not been changed or altered in any way.

**907-714.11.7--Commercial Grout for Anchoring Doweled Tie Bars in Concrete.** Before Subsection 714.11.7.1 on page 691, add the following.

Approved Non-“Fast Set” Epoxy anchor systems as specified below may be used for the repair of concrete pavements that do not involve permanent sustained tension applications or overhead applications.

“*Fast Set Epoxy*” may not be used for any Adhesive Anchor Applications. Adhesive Anchor Systems (Fast Set epoxy or otherwise) shall not be used for permanent sustained tension applications or overhead applications. “Fast Set Epoxy” refers to an epoxy produced by the Sika Corporation called Sikadur AnchorFix-3 and repackaged for sale under a variety of names/companies listed at the Federal Highway Administration web site at the following link:

<http://www.fhwa.dot.gov/Bridge/adhesives.cfm>

**907-714.11.7.4--Acceptance Procedure.** After the last sentence of the first paragraph of Subsection 714.11.4 on page 691, add the following.

Upon approval, a product must be recertified every four (4) years to remain on the “Approved

Sources of Materials” list.

**907-714.11.8--Epoxy Joint Repair System.**

**907-714.11.8.1--General.** After the last sentence of the first paragraph of Subsection 714.11.8.1 on page 692, add the following.

Upon approval, a product must be recertified every four (4) years to remain on the “Approved Sources of Materials” list.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-804-13 DB**

**CODE: (SP)**

**DATE: 07/01/2014**

**SUBJECT: Concrete Bridges And Structures**

Section 804, Concrete Bridges And Structures, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

**907-804.02-- Materials.**

**907-804.02.1--General.** Delete the third and fourth sentences of the first paragraph of Subsection 804.02.1 on page 846, and substitute the following.

For projects with 1000 cubic yards and more, quality control and acceptance shall be achieved through statistical evaluation of test results. For projects of more than 200 but less than 1000 cubic yards, quality control and acceptance shall be achieved by individual test results.

Add the following materials to the list of materials in Subsection 804.02.1 on page 847.

- Blended Cement..... 907-701.01 and 907-701.04
- Ground Granulated Blast Furnace Slag (GGBFS)..... 907-714.06
- Silica Fume ..... 907-714.07.2

**907-804.02.8--Laboratory Accreditation.** In Table 1 of Subsection 804.02.8 on page 849, substitute AASHTO: R 39 - Making and Curing Concrete Test Specimens in the Laboratory for AASHTO: T 126 - Making and Curing Concrete Test Specimens in the Laboratory.

**907-804.02.9--Testing Personnel.** Delete Table 2 in this subsection and replace it with the following.

**Table 2**

<b>Concrete Technician's Tasks</b>	<b>Test Method Required</b>	<b>Certification Required**</b>
Sampling or Testing of Plastic Concrete	AASHTO Designation: T 23, T 119, T 121, T 141, T 152, T 196, and ASTM Designation: C 1064	MDOT Class I certification
Compressive Strength Testing of Concrete Cylinders	AASHTO Designation: T 22 and T 231	MDOT Concrete Strength Testing Technician certification
Sampling of Aggregates	AASHTO Designation: T 2	Work under the supervision of an MDOT Class II

		certified technician
Testing of Aggregates	AASHTO Designation: T 19, T 27, T 84, T 85, T 248, and T 255	MDOT Class II certification
Proportioning of Concrete Mixtures*	AASHTO Designation: M 157 and R 39	MDOT Class III
Interpretation and Application of Maturity Meter Readings	AASHTO Designation: T 325 and ASTM Designation: C 1074	MDOT Class III or Two hours maturity method training

\* Technicians making concrete test specimens for meeting the requirements of Subsection 804.02.10.1.2 shall be MDOT Class I certified and under the direct supervision of an MDOT Class III certified technician.

\*\* MDOT Class I certification encompasses the same test procedures and specifications as ACI Concrete Field Testing Technician Grade I. MDOT Class II certification encompasses the same test procedures and specifications as ACI Aggregate Testing Technician - Level 1. MDOT Concrete Strength Testing Technician encompasses the same test procedures and specifications as ACI Concrete Strength Testing certification.

For specifics about the requirements for each level of certification, please refer to the latest edition of the Department's *Concrete Field Manual*. Technicians holding current MDOT Class I, MDOT Class II and/or MDOT Class III certifications shall be acceptable until those certifications expire. Upon a current certification expiration, recertification with the certifications listed in Table 2 shall be required. Technicians currently performing either specific gravity testing of aggregates or compressive strength tests shall be required to either:

- have the required MDOT certification listed in Table 2, or
- have a current MDOT Class III certification or work under the direct supervision of current MDOT Class III technician, and have demonstrated the specific gravity and/or compressive strength test during the inspection of laboratory equipment by the Materials Division, Concrete Section.

**907-804.02.10--Portland Cement Concrete Mix Design.** Delete the first sentence of the first paragraph of Subsection 804.02.10 on page 850 and substitute the following.

At least 30 days prior to production of concrete, the Contractor shall submit to the Engineer proposed concrete mixture designs complying with the Department's *Concrete Field Manual*.

After the first paragraph of Subsection 804.02.10 on page 850, add the following.

If the Contractor chooses to cure the concrete in accordance with the requirements listed under **Length of Time Defined by Development of Compressive Strength** in Subsection 907-804.03.17, the compressive strength/maturity relationship shall be developed for the mixture design for a minimum of 28 days following the requirements of Subsection 907-804.03.15. The

compressive strength/maturity relationship information shall be submitted with the mixture design information.

Delete the Notes under Table 3 of Subsection 804.02.10 on pages 850 & 851, and substitute the following:

- \* Maximum size aggregate shall conform to the concrete mix design for the specified aggregate.
- \*\* The replacement limits of Portland cement by weight by other cementitious materials (such as fly ash, GGBFS, silica fume, or others) shall be in accordance with the values in Subsection 907-701.02. Other hydraulic cements may be used in accordance with the specifications listed in Section 701.
- \*\*\* The slump may be increased up to eight (8) inches with :
  - an approved water-reducing admixture,
  - an approved water-reducing/set-retarding admixture, or
  - a combination of an approved water-reducing admixture and an approved set-retarding admixture, in accordance with 907-713.02. Minus slump requirements shall meet those set forth in Table 3 of AASHTO Designation: M157.
- \*\*\*\* Entrained air is not required except for concrete exposed to seawater. For concrete exposed to seawater, the total air content shall be 3.0 % to 6.0%. For concrete not exposed to seawater, the total air content shall not exceed 6.0%.
- \*\*\*\*\* Class DS Concrete for drilled shafts shall have an  $8\pm 1$ -inch slump.

Delete the last paragraph of Subsection 804.02.10 on page 851 and substitute the following.

At least one water-reducing admixture shall be used in all classes of concrete in accordance with the manufacturer's recommended dosage range. Mixture designs containing accelerating admixtures will not be approved. Admixtures providing a specific performance characteristic other than those of water reduction or set retardation may be used in accordance with the manufacturer's recommended dosage range. Any combinations of admixtures shall be approved by the Engineer before their use.

**907-804.02.10.1.1--Proportioning on the Basis of Previous Field Experience of Trial Mixtures.** Delete the first sentence of the first paragraph of Subsection 804.02.10.1.1 on page 851, and substitute the following.

Where a concrete production facility has a record, based on at least 10 consecutive strength tests from at least 10 different batches within the past 12 months from a mixture not previously used on Department projects, the standard deviation shall be calculated.

**907-804.02.10.1.2--Proportioning on the Basis of Laboratory Trial Mixtures.** Delete subparagraph d) of Subsection 804.02.10.1.2 on pages 852 & 853, and substitute the following.

- d) For each proposed mixture, at least three compressive test cylinders shall be made and cured in accordance with AASHTO Designation: T 126. Each change of water-

cementitious ratio shall be considered a new mixture. The cylinders shall be tested for strength in accordance with AASHTO Designation: T 22 and shall be tested at 28 days.

**907-804.02.10.3--Field Verification of Concrete Mix Design.** Delete the first sentence of the third paragraph of Subsection 804.02.10.3 on page 853 and substitute the following.

For all Classes of concrete, the mixture shall be verified to yield within 2.0% of the correct volume when all the mix water is added to the batch.

For all Classes of concrete other than DS, F, and FX, the mixture shall produce a slump within a minus 1½-inch tolerance of the maximum permitted for mixtures with a maximum permitted slump of three inches (3") or less or within a minus 2½-inch tolerance of the maximum permitted for mixtures with a maximum permitted slump of greater than three inches (3"), and producing a total air content within a minus 1½ percent tolerance of the maximum allowable air content in Table 3.

For Class DS, the slump shall be within the requirements in Note \*\*\*\*\* below Table 3. For Class DS exposed to seawater, the total air content shall be within a minus 1½ percent tolerance of the maximum allowable air content in Note \*\*\*\*\* below Table 3. For Class DS not exposed to seawater the total air content shall be within the requirements in Note \*\*\*\*\* below Table 3.

For Classes F and FX, the slump shall be within a minus 1½-inch tolerance of the maximum permitted for mixtures with a maximum permitted slump of three inches (3") or less or within a minus 2½-inch tolerance of the maximum permitted for mixtures with a maximum permitted slump of greater than three inches (3"). For Classes F and FX exposed to seawater, the total air content shall be within a minus 1½ percent tolerance of the maximum allowable air content in Note \*\*\*\*\* below Table 3. For Classes F and FX not exposed to seawater the total air content shall be within the requirements in Note \*\*\*\*\* below Table 3.

Delete the third sentence of the third paragraph of Subsection 804.02.10.3 on page 853, and substitute the following.

If the requirements of yield, slump, or total air content are not met within three (3) production days after the first placement, subsequent field verification testing shall not be permitted on department projects, and the mix design shall not be used until the requirements listed above are met

After Subsection 804.02.10.3 on page 853, add the following.

**907-804.02.10.3.1--Slump Retention of Class DS Concrete Mixture Designs.** Prior to concrete placement, the Contractor shall provide test results of a slump loss test using approved methods to demonstrate that the mixture meets the four hour requirement in Subsection 907-803.02.7.1. These tests shall be conducted successfully by an approved testing laboratory within 30 days prior to installation of the trial shaft, with personnel from the Department's Central Laboratory present. The slump loss test shall be conducted at temperatures and conditions

similar to those expected at the job site at the time of the installation of the trial shaft. The sample for the slump loss test shall be from a minimum batch size of four cubic yards of concrete. If the time between the previous successful slump loss test and the installation of the trial shaft exceeds 30 days, another successful slump loss test shall be performed on the first truckload of concrete as part of the installation of the trial shaft. This requirement limiting the time between the previous slump loss test and an installation of the trial shaft also applies to Class DS concrete mixture designs being transferred from another project. During any shaft installation a slump loss test shall be conducted by the Contractor at the direction of the Engineer from the concrete at the site for verification of slump loss requirements using a sample from a minimum batch size of four cubic yards of concrete.

**907-804.02.10.4--Adjustments of Mixture Proportions.** Delete the paragraph in Subsection 804.02.10.4 on page 854, and substitute the following.

The mixture may be adjusted by the Class III Certified Technician representing the Contractor in accordance with the allowable revisions listed in the Department's Concrete Field Manual, paragraph 5.7. Written notification shall be submitted to the Engineer a minimum of seven (7) days prior to any source or brand of material change, aggregate size change, allowable material type change, or decrease in any cementitious material content. Any adjustments of the concrete mixture design shall necessitate repeat of field verification procedure as described in Subsection 804.02.10.3 and approval by the Engineer.

**907-804.02.11--Concrete Batch Plants.** Delete the first three paragraphs of Subsection 804.02.11 on page 854, and substitute the following.

The concrete batch plant shall meet the requirements of the National Ready Mixed Concrete Association *Quality Control Manual, Section 3, Plant Certification Checklist* as outlined in the latest edition of the Department's *Concrete Field Manual*. The Contractor shall submit a copy of the approved checklist along with proof of calibration of batching equipment, i.e., scales, water meter, and admixture dispenser, to the Engineer 30 days prior to the production of concrete.

For projects with 1000 cubic yards and more, the concrete batch plant shall meet the requirements for an automatic system capable of recording batch weights. It shall also have automatic moisture compensation for the fine aggregate. For projects of more than 200 but less than 1000 cubic yards the plant can be equipped for manual batching with a fine aggregate moisture meter visible to the plant operator.

The concrete batch plant shall have available adequate facilities to cool concrete during hot weather.

Mixer trucks to be used on the project are to be listed in the checklist and shall meet the requirements of the checklist.

**907-804.02.12--Contractor's Quality Control.** Delete the fourth paragraph of Subsection 804.02.12 on page 854 & 855, and substitute the following.

The Contractor's Quality Control program shall encompass the requirements of AASHTO Designation: M 157 into concrete production and control, equipment requirements, testing, and batch ticket information. The requirement of AASHTO Designation: M 157, Section 11.7 shall be followed except, on arrival to the job site, a maximum of 1½ gallons per cubic yard is allowed to be added. Water shall not be added at a later time. If the maximum permitted slump is exceeded after the addition of water at the job site, the concrete shall be rejected.

**907-804.02.12.1.1--Elements of Plan**. After item 3) in Subsection 804.02.12.1.1 on page 855, add the following.

4) Job Site Batch Adjustments by Addition of Chemical Admixtures:

The Plan shall address if the Contractor intends to adjust either the slump and/or total air content of a batch on the job site by adding chemical admixture(s) to a batch. The Contractor shall include the names of the personnel designated to perform this batch adjustment, the equipment used to add the chemical admixture(s), and the procedure by which the batch adjustment will be accomplished. Only the Contractor's designated personnel shall adjust a batch. Only calibrated dispensing equipment shall be used to add chemical admixture(s) to a batch. Only the procedure described in section of the Plan shall be utilized.

If the maximum permitted slump or total air content is exceeded after the addition of admixtures at the job site, the concrete shall be rejected.

If the Contractor elects to utilize Job Site Batch Adjustments by Addition of Chemical Admixture within Item 2, Procedures for Corrective Actions for Non Compliance of Specifications, to adjust batches which do not meet the minimum specification requirements for slump and/or total air content, no more than three batches on any one project shall be allowed to be adjusted.

5) Construction of Concrete Bridge Decks, including the following:

- the description of the equipment used for placing concrete on the bridge deck in accordance with Subsection 907-804.03.6 and, as applicable, Subsections 907-804.03.7 and 907-804.03.8 including any accessories added to the pump to ensure the entrained air in the concrete mixture remains entrained during pumping and depositing of the concrete mixture,
- the description of and the number of pieces of equipment used to consolidate the concrete in accordance with Subsection 907-804.03.6.2,
- the description of the equipment used to finish the bridge deck in accordance with Subsection 907-804.03.19.7,
- the plan for ensuring a continuous rate of finishing the bridge deck without delaying the application of curing materials within the time specified in Subsection 907-804.03.17, including ensuring a continuous supply of concrete throughout the placement with an adequate quantity of concrete to complete the deck and filling diaphragms and end

walls in advance of deck placement,

- the plan for applying the curing materials within the time specified in Subsection 907-804.03.17,
- the description of the powered fogging equipment in accordance with Subsection 907-804.03.17,
- a sample of the documentation used as the daily inspection report for ensuring maintenance of the continuous wet curing in accordance with Subsection 907-804.03.17, as required,
- the description of the equipment used to apply the liquid membrane, including but not limited to, the nozzles, pumping/pressurization equipment, and liquid membrane tanks, in accordance with Subsection 907-804.03.17,
- the method for determining the rate of applied liquid membrane meets the application rate requirements in accordance with Subsection 907-804.03.17,
- a sample of the documentation used for the application rate verification of the liquid membrane in accordance with Subsection 907-804.03.17.

**907-804.02.12.3--Documentation.** After the second sentence of the second paragraph of Subsection 804.02.12.3 on page 856, add the following.

Batch tickets and gradation data shall be documented in accordance with Department requirements. Batch tickets shall contain all the information in AASHTO Designation: M157, Section 16 including the additional information in Subsection 16.2 with the following exception: the information listed in paragraphs 16.2.7 and 16.2.8 is not required. Batch tickets shall also contain the concrete producer's permanent unique mix number assigned to the concrete mix design.

**907-804.02.12.5--Non-Conforming Materials.** In Table 4 of Subsection 804.02.12.5 on page 857, delete “/ FM” from the requirements on line B.3.a.

In Table 4 of Subsection 804.02.12.5 on page 857, replace “One set ( two cylinders ) for 0-100 yd<sup>3</sup> inclusive” with “A minimum of one set (two cylinders) for each 100 yd<sup>3</sup>,”

**907-804.02.13--Quality Assurance Sampling and Testing.** Delete subparagraph c) in Subsection 804.02.13 on page 858 and substitute the following.

- c) For concrete, the Contractor's QC and Department's QA testing of concrete compressive strengths compare when using the data comparison computer program with an alpha value of 0.01 for projects with 1000 cubic yards and more; or, strength comparisons are within 990 psi for projects of more than 200 but less than 1000 cubic yards.

In Table 5 of Subsection 804.02.13 on page 858, delete “and FM” from the requirements on line A.3.

Delete Subsection 907-804.02.13.1 beginning on page 859 and substitute the following.

**907-804.02.13.1--Basis of Acceptance.**

**907-804.02.13.1.1--Sampling.** Sampling of concrete mixture shall be performed in accordance with the latest edition of the Department's *Concrete Field Manual*.

**907-804.02.13.1.2--Slump.** Slump of plastic concrete shall meet the requirements of Table 3: MASTER PROPORTION TABLE FOR STRUCTURAL CONCRETE DESIGN. A check test shall be made on another portion of the sample before rejection of any load.

**907-804.02.13.1.3--Air.** Total air content of concrete shall be within the specified range for the class of concrete listed in Table 3: MASTER PROPORTION TABLE FOR STRUCTURAL CONCRETE DESIGN. A check test shall be made on another portion of the sample before rejection of any load.

**907-804.02.13.1.4--Yield.** If the yield of the concrete mix design is more than plus or minus 3% of the designed volume, the mix shall be adjusted by a Class III Certified Technician representing the Contractor to yield the correct volume plus or minus three percent ( $\pm 3\%$ ). If batching of the proportions of the mix design varies outside the batching tolerance range of the originally approved proportions by more than the tolerances allowed in Subsection 804.02.12.1, the new proportions shall be field verified per Subsection 804.02.10.3.

**907-804.02.13.1.5--Temperature.** Cold weather concreting shall follow the requirements of Subsection 907-804.03.16.1. Hot weather concreting shall follow the requirements of Subsection 804.03.16.2 with a maximum temperature of 95°F for Class DS concrete or for concrete mixes containing cementitious materials meeting the requirements of Subsection 907-701.02.2 as a replacement of Portland cement. For other concrete mixes, the maximum concrete temperature shall be 90°F. Concrete with a temperature more than the maximum allowable temperature shall be rejected and not used in Department work.

**907-804.02.13.1.6--Compressive Strength.** Laboratory cured concrete compressive strength tests shall conform to the specified strength ( $f'_c$ ) listed in the specifications. Concrete represented by compressive strength test below the specified strength ( $f'_c$ ) may be removed and replaced by the Contractor. If the Contractor elects not to remove the material, it will be evaluated by the Department as to the adequacy for the use intended. All concrete evaluated as unsatisfactory for the intended use shall be removed and replaced by the Contractor at no additional cost to the Department. For concrete allowed to remain in place, reduction in payment will be as follows.

**Projects with 1000 Cubic Yards and More.** When the evaluation indicates that the work may remain in place, a statistical analysis will be made of the QC and QA concrete test results. If this statistical analysis indicates at least 93% of the material would be expected to have a compressive strength equal to or greater than the specified strength ( $f'_c$ ) and 99.87% of the material would be expected to have a compressive strength at least one standard deviation above the allowable design stress ( $f_c$ ), the work will be accepted. If the statistical analysis indicates

that either of the two criteria are not met, the Engineer will provide for an adjustment in pay as follows for the material represented by the test result.

Total Pay on Material in Question = Unit Price - (Unit Price x % Reduction)

$$\% \text{ Reduction} = \frac{(f'_c - X)}{f'_c - (f_c + s)} \times 100$$

where:

- $f'_c$  = Specified 28-day compressive strength, psi
- $X$  = Individual compressive strength below  $f'_c$ , psi
- $s$  = standard deviation, psi\*
- $f_c$  = allowable design stress, psi

\* Standard deviation used in the above reduction of pay formula shall be calculated from the applicable preceding compressive strengths test results plus the individual compressive strength below  $f'_c$ . If below  $f'_c$  strengths occur during the project's first ten compressive strength tests, the standard deviation shall be calculated from the first ten compressive strength tests results.

**Projects of More Than 200 but Less Than 1000 Cubic Yards.** When the evaluation indicates that the work may remain in place, a percent reduction in pay will be assessed based on a comparison of the deficient 28-day test result to the specified strength. The Engineer will provide for an adjustment in pay as follows for the material represented by the test result.

Total Pay on Material in Question = Unit Price - (Unit Price x % Reduction)

$$\% \text{ Reduction} = \frac{(f'_c - X)}{f'_c} \times 100$$

where:

- $f'_c$  = Specified 28-day compressive strength, psi
- $X$  = Individual compressive strength below  $f'_c$ , psi

### **907-804.03--Construction Requirements.**

#### **907-804.03.6--Handling and Placing Concrete.**

**907-804.03.6.2--Consolidation.** After the last sentence of Subsection 804.03.6.2 on page 864, add the following.

If the Department determines that there is an excessive number of projections, swells, ridges, depressions, waves, voids, holes, honeycombs or other defects in the completed structure, removal of the entire structure may be required as set out in Subsection 105.12.

**907-804.03.8--Pumping Concrete**. Delete the second paragraph of Subsection 804.03.8 on page 866, and substitute the following.

Where concrete mixture is conveyed and placed by mechanically applied pressure (pumping), the equipment shall be suitable in kind and adequate in capacity for the work. The Contractor shall select concrete mixture proportions such that the concrete mixture is pumpable and placeable with the selected equipment.

The pumping equipment shall be thoroughly cleaned prior to concrete placement. Excess form release agent shall be removed from the concrete pump hopper. The Contractor shall prime the pump at no additional cost to the Department by pumping and discarding enough concrete mixture to produce a uniform mixture exiting the pump. At least 0.25 cubic yard of concrete mixture shall be pumped and discarded to prime the pump. This shall be accomplished by using the pump to fill a commercially-available six (6) cubic foot wheelbarrow to overflowing or filling a commercially-available eight (8) cubic foot wheel barrow to level. Only concrete mixture shall be added directly into the concrete pump hopper after placement has commenced. If anything other than concrete mixture is added to the concrete pump hopper, all concrete mixture in the concrete pump hopper and pump line shall be discarded and the pump re-primed at no additional cost to the Department.

The discharge end of the pump shall be of such a configuration that the concrete does not move in the pump line under its own weight. The intent of this requirement is to ensure that entrained air in the concrete mixture remains entrained during pumping and depositing the concrete mixture. This shall be accomplished with one or both of the following:

- a minimum 10-foot flexible hose attached to the discharge end of a steel reducer having a minimum length of three (3) feet and a minimum reduction in area of 20% which is attached to the discharge end of the pump line, or
- a flexible reducing hose to the discharge end of the pumpline with a minimum reduction in area of 20% over a minimum 10-foot hose length.

Regardless of the configuration chosen, the Contractor shall ensure that the concrete is pumped and does not free-fall more than five (5) feet within the entire length of pump line and after discharge from the end of pump line.

The Contractor shall not have any type of metal elbow, metal pipe, or other metal fitting within five (5) feet of any person during discharge of concrete mixture.

Boom pumps shall have a current Concrete Pump Manufacturers Association's ASME/ANSI B30.27 certification. Equipment added to the boom and pump line shall meet the pump

manufacturer's specifications and shall not exceed the manufacturer's maximum recommended weight limit for equipment added to the boom and pump line.

The operation of the pump shall be such that a continuous stream of concrete without air pockets is produced. When pumping is completed, the concrete remaining in the pipe line, if it is to be used, shall be ejected in such a manner that there will be no contamination of the concrete or separation of the ingredients. After this operation, the entire equipment shall be thoroughly cleaned.

**907-804.03.14.2--Stay-In-Place Metal Forms.** Delete the sentence in Subsection 804.03.14.2 on page 871 and substitute the following.

Stay-in-place (SIP) metal forms are corrugated metal sheets permanently installed between the supporting superstructure members. After the concrete has cured, these forms shall remain in place as permanent, non-structural members of the bridge.

Pay quantities for bridge deck concrete will be computed from the dimensions shown in the Contract Plans with no allowance for changes in deflection and /or changes in dimensions necessary to accommodate the SIP metal forms.

There will be no direct payment for the cost of the forms and form supports, or any material, tools, equipment, or labor incidental thereto, but the cost shall be considered absorbed in the contract unit price for bridge deck concrete.

Before fabricating any material, three (3) complete sets of SIP metal form shop drawings and design calculations, bearing the Design Engineer's Seal, shall be submitted to the Director of Structures, State Bridge Engineer, through the Project Engineer, for review. The Contractor's SIP metal form Design Engineer shall be a MS Registered Professional Engineer who is knowledgeable in the field of structural design.

In no case shall additional dead load produced by the use of SIP metal forms overstress any bridge component. Design calculations shall indicate any additional dead load from SIP metal form self-weight, form support hangers, concrete in flutes, concrete due to form deflection, etc. not included in the Contract Plans. The additional dead loads shall be clearly labeled and tabulated on the shop drawings. Bridge Division will evaluate the additional load for overstress of the bridge components. In the event that the additional dead load produces an overstress in any bridge component, Bridge Division will reject the Contractor's design. Deflection and loads produced by deflection of the SIP metal forms shall be considered and indicated in the design calculations.

The cambers and deflections provided in the Contract Plans do not consider the effects of SIP metal forms. The Contractor's Engineer shall take into account the weight of the forms and any additional dead load when developing the "Bridge Superstructure Construction Plan".

For the purpose of reducing any additional dead load produced by the SIP metal forms, the flutes of SIP metal forms may be filled with polystyrene foam. When polystyrene foam is used to fill the forms, the form flutes shall be filled completely; no portion of the polystyrene foam shall extend beyond the limits of the flutes. The Contractor shall ensure that the polystyrene foam remains in its required position within flutes during the entire concrete placement process. The Contractor shall not use reinforcing steel supports or other accessories in such a manner as to cause damage to the polystyrene foam. All damaged polystyrene foam shall be replaced to the satisfaction of the Project Engineer. All welding of formwork shall be completed prior to placement of polystyrene foam.

For bridges not located in horizontal curves, the Contractor may reduce the additional dead load by matching the flute spacing with the transverse steel spacing of the bottom layer. The bottom longitudinal layer of steel shall have one (1) inch of minimum concrete cover measured from the bottom of the reinforcing to the top of the flute. The Contractor will not be allowed to vary the reinforcing steel spacing or size from the Contract Plans for the purpose of matching flute spacing.

**907-804.03.14.2.1--Materials.** SIP metal forms and supports shall meet the requirements of ASTM Designation: A653 having a coating designation G165. Form materials that are less than 0.03-inch uncoated thickness shall not be allowed.

**907-804.03.14.2.2--Certification.** The Contractor shall provide written certification from the manufacturer stating the product meets the requirements of this specification to the Project Engineer along with the delivery of the coated forms to the job site.

All welds shall be performed by certified welders meeting the requirements of the approved shop drawings.

**907-804.03.14.2.3--Polystyrene Foam.** The polystyrene foam shall be comprised of expanded polystyrene manufactured from virgin resin of sufficient density to support the weight of concrete without deformation. The polystyrene foam shall be extruded to match the geometry of the flutes and provide a snug fit. The polystyrene foam shall have a density of not less than 0.8 pounds per cubic foot. The polystyrene foam shall have water absorption of less than 2.6% when tested according to ASTM Designation: C272. The Contractor shall provide written certification from the manufacturer stating the polystyrene foam product meets the requirements of this specification to the Project Engineer along with the delivery of the coated forms to the job site.

**907-804.03.14.2.4--Design.** The design of the SIP metal forms shall meet the following criteria.

1. The maximum self-weight of the stay in place metal forms, plus the weight of the concrete or expanded polystyrene required to fill the form flutes (where used), shall not exceed 20 psf.
2. The forms shall be designed on the basis of dead load of form, reinforcement, and plastic concrete plus 50 pounds per square foot for construction loads. The design shall use a unit

working stress in the steel sheet of not more than 0.725 of the specified minimum yield strength of the material furnished, but not to exceed 36,000 psi.

3. Deflection under the weight of the forms, reinforcement, and plastic concrete shall not exceed 1/180 of the form span or 1/2 inch, whichever is less, for form spans of 10 feet or less, or 1/240 of the form span or 3/4 inch, whichever is less, for form spans greater than 10 feet.
4. The design span of the form shall equal the clear span of the form plus two (2) inches. The span shall be measure parallel to the form flutes.
5. Physical design properties shall be computed in accordance with requirements of the AISI Specifications for the Design of Cold Formed Steel Structural Members, latest published edition.
6. The design concrete cover required by the plans shall be maintained for all reinforcement.
7. The plan dimensions of both layers of primary deck reinforcement from the top surface of the concrete deck shall be maintained.
8. The SIP metal form shall not be considered as lateral bracing for compression flanges of supporting structural members.
9. SIP metal forms shall not be used under closure pours or in bays where longitudinal slab construction joints are located. SIP metal forms shall not be used under cantilevered slabs such as the overhang outside of fascia members.
10. Forms shall be secured to the supporting members by means other than welding directly to the member. Welding to the top flanges of steel stringers and/or girders shall not be allowed. Alternate installation procedures shall be submitted addressing this condition.

**907-804.03.14.2.5--Construction.** SIP metal form sheets shall not rest directly on the top of the stringer of floor beam flanges. Sheets shall be fastened securely to form supports, and maintain a minimum bearing length of one (1) inch at each end for metal forms. Form supports shall be placed in direct contact with the flange of the stringer or floor beam. All attachments for coated metal forms shall be made by bolts, clips, screws, or other approved means.

**907-804.03.14.2.6--Form Galvanizing Repairs.** Where forms or their installation are unsatisfactory in the opinion of the Project Engineer, either before or during placement of the concrete, the Contractor shall correct the defects before proceeding with the construction work. The cost of such corrective work shall be at the sole expense of the Contractor. Minor heat discoloration in areas of welds shall not be touched up.

**907-804.03.14.2.7--Placing of Concrete.** The Contractor shall insure that concrete placement does not damage the SIP metal forms. The concrete shall be vibrated to avoid honeycomb and

voids, especially at construction joints, expansion joints, valleys and ends of form sheets. Approved pouring sequences shall be used. Calcium chloride or any other admixture containing chloride salts shall not be used in the concrete. The completed SIP metal form system shall be sufficiently tight to prevent leakage of mortar or concrete.

**907-804.03.14.2.8--Inspection.** The Project Engineer will observe the Contractor's method of construction during all phases of the construction of the bridge deck slab, including the installation of the SIP metal form system; location and fastening of the reinforcement; composition of concrete items; mixing procedures, concrete placement, and vibration; and finishing of the bridge deck. Should the Project Engineer determine that the procedures used during the placement of the concrete warrant inspection of the underside of the deck, at least one section of the metal forms shall be removed in each span for this purpose. This shall be done as soon after placing the concrete as practical in order to provide visual evidence that the concrete mix and the procedures are obtaining the desired results. An additional section shall be removed in any span if the Project Engineer determines that there has been any change in the concrete mix or in the procedures warranting additional inspection.

If, in the Project Engineer's judgment, inspection is needed to check for defects in the bottom of the deck or to verify soundness, the SIP metal forms shall be sounded with a hammer after the deck concrete has been in place a minimum of two days. If sounding discloses areas of doubtful soundness to the Project Engineer, the SIP metal forms shall be removed from such areas for visual inspection after the concrete has attained adequate strength. The SIP metal bridge deck forms shall be removed at no expense to the State.

At locations where sections of the metal forms have been removed, the Project Engineer will not require the Contractor to replace the metal forms. The adjacent metal forms and supports shall be repaired to present a neat appearance and to ensure their satisfactory retention. As soon as the form is removed, the Project Engineer will examine the concrete surfaces for cavities, honeycombing, and other defects. If irregularities are found and the Project Engineer determines that these irregularities do not justify rejection of the work, the concrete shall be repaired as directed by the Project Engineer. If the Project Engineer determines that the concrete where the form is removed is unsatisfactory, additional metal forms as necessary shall be removed to inspect and repair the slab, and the Contractor's method of construction shall be modified as required to obtain satisfactory concrete in the slab. All unsatisfactory concrete shall be removed and replaced as directed at no expense to the State.

If the method of construction and the results of the inspections as outlined above indicate that sound concrete has been obtained throughout the slabs, the amount of sounding and form removal may be reduced when approved by the Project Engineer.

The Contractor shall provide a safe and convenient means of conducting of the inspection.

**907-804.03.15--Removal of Falsework, Forms, and Housing.** Delete the first sentence of the second paragraph of Subsection 804.03.15 on page 871, and substitute the following.

Concrete in the last pour of a continuous superstructure shall have attained a compressive strength of 2,400 psi, as determined by cylinder tests or maturity meter probe, prior to striking any falsework.

Delete the first sentence of the third paragraph of Subsection 804.03.15 on page 871, and substitute the following.

At the Contractor's option and with the approval of the Engineer, the time for removal of forms may be determined by cylinder tests, in accordance with the requirements listed in Table 6, in which case the Contractor shall furnish facilities for testing the cylinders.

Delete the fourth and fifth paragraphs of Subsection 804.03.15 on pages 871 & 872, and substitute the following.

The cylinders shall be cured under conditions which are not more favorable than those existing for the portions of the structure which they represent.

Delete the table in Subsection 804.03.15 on page 872, and substitute the following.

**Table 6**  
**Minimum Compressive Strength Requirements for Form Removal**

**Forms:**

Columns .....	1000 psi
Side of Beams .....	1000 psi
Walls not under pressure .....	1000 psi
Other Parts .....	1000 psi

**Centering:**

Under Beams .....	2400 psi
Under Bent Caps .....	2000 psi

**Limitation for Placing Beams on:**

Pile Bents, pile under beam .....	2000 psi
Frame Bents, two or more columns .....	2200 psi
Frame Bents, single column .....	2400 psi

Forms for bridge deck slabs overhead and bridge deck slabs between beams shall be removed with the approval of the Engineer, between two weeks and four weeks after the removal of the wet burlap applied in accordance with Subsection 907-804.03.17.1, or application of liquid membrane applied in accordance with Subsection 907-804.03.17.2.

In lieu of using concrete strength cylinders to determine when falsework, forms, and housings can be removed, an approved maturity meter may be used to determine concrete strengths by inserting probes into concrete placed in a structure. The minimum number of maturity meter

probes required for each structural component shall be in accordance with Table 7. Falsework, forms, and housings may be removed when maturity meter readings indicate that the required concrete strength is achieved. Procedures for using the maturity meter and developing the strength/maturity relationship shall follow the requirements of AASHTO Designation: T 325 and ASTM Designation: C 1074 specifications. Technicians using the maturity meter or calculating strength/maturity graphs shall be required to have at least two hours of training prior to using the maturity equipment.

**Table 7  
Requirements for use of Maturity Meter Probes**

<b>Structure Component</b>	<b>Quantity of Concrete</b>	<b>No. of Probes</b>
Slabs, beams, walls, & miscellaneous items	0 - 30 yd <sup>3</sup>	2
	> 30 to 60 yd <sup>3</sup>	3
	> 60 to 90 yd <sup>3</sup>	4
	> 90 yd <sup>3</sup>	5
Footings, Columns & Caps	0 - 13 yd <sup>3</sup>	2
	> 13 yd <sup>3</sup>	3
Pavement, Pavement Overlays	1200 yd <sup>2</sup>	2
Pavement Repairs	Per repair or 900 yd <sup>2</sup> Whichever is smaller	2

**907-804.03.16--Cold or Hot Weather Concreting.**

**907-804.03.16.1--Cold Weather Concreting.** After the third paragraph of Subsection 804.03.16.1 on page 873, add the following.

At the option of the Contractor with the approval of the Engineer, when concrete is placed during cold weather and there is a probability that the ambient temperatures will be lower than 40°F, an approved maturity meter may be used to determine concrete strengths by inserting probes into concrete placed in a structure. The minimum number of maturity meter probes required for each structural component shall be in accordance with Table 7. An approved insulating blanketing material shall be used to protect the work when ambient temperatures are less than 40°F and shall remain in place until the required concrete strength in Table 6 is achieved. Within 30 minutes of removal of the insulating blanketing material in any area, the Contractor shall have curing of the concrete established in accordance with the requirements in Subsection 907-804.03.17. Procedures for using the maturity meter and developing the strength/maturity relationship shall follow the requirements of AASHTO Designation: T 325 and ASTM Designation: C 1074 specifications. Technicians using the maturity meter or calculating strength/maturity graphs shall be required to have at least two hours of training prior to using the maturity equipment.

Rename the Table in Subsection 804.03.16.1 on page 874 from “Table 6” to “Table 8”.

**907-804.03.17--Curing Concrete.** Delete Subsection 804.03.17 on pages 874 & 875, and substitute the following.

Curing is defined as all actions taken to ensure the moisture and temperature conditions of freshly placed concrete exist so the concrete may develop its potential properties. Curing shall take place from the time of placement until its potential properties have developed. The Contractor shall use the guidance in ACI 308R-01 to:

- a) cure the concrete in such a manner as to prevent premature moisture loss from the concrete,
- b) supply additional moisture to the concrete as required in order to ensure sufficient moisture within the concrete, and
- c) maintain a concrete temperature beneficial to the concrete.

Curing in accordance with the requirements in either Subsection 907-804.03.17.1 or Subsection 907-804.03.17.2 shall be completely established within 20 minutes after finishing, except as noted for bridge decks. Finishing is complete when the pan drag, burlap drag, or other is complete.

The length of time for curing shall be maintained in accordance with either of the following:

**1. Prescribed Length of Time:**

- a) Curing following the requirements of Subsection 804.03.17.1 shall continue uninterrupted for at least 14 days.
- b) Curing following the requirements of Subsection 804.03.17.2 shall continue uninterrupted for at least 10 days.

OR

**2. Length of Time Defined by Development of Compressive Strength:**

Curing following the application requirements of Subsection 907-804.03.17.1 or Subsection 907-804.03.17.2 shall continue uninterrupted for each day's production until the compressive strength of the concrete exceeds 75% of the 28-day compressive strength submitted as the Basis of Proportioning per Subsection 907-804.02.10.1. Therefore, if an area is being cured in accordance with Subsection 907-804.03.17.1, the curing by wet burlap shall continue until the concrete in that area has attained a minimum of 75% of the 28-day compressive strength submitted as the Basis of Proportioning per Subsection 907-804.02.10.1. Likewise, if an area is being cured in accordance with Subsection 907-804.03.17.2, the curing by liquid membrane shall continue until the concrete in that area has attained a minimum of 75% of the 28-day compressive strength submitted as the Basis of Proportioning per Subsection 907-804.02.10.1.

The compressive strength of the concrete may be determined by the use of maturity meter in accordance with Subsection 907-804.03.15.

**907-804.03.17.1--Water With Waterproof Cover.** All burlap shall be completely saturated and wet prior to placing it on the concrete. The burlap shall have been fully soaked in water for a minimum of 12 hours prior to placement on the concrete.

For bridge decks, the Contractor shall apply one (1) layer of saturated burlap within 20 minutes of the initial strike-off for bridges without a skew and 25 minutes of the initial strike-off for bridges with a skew. For all other concrete, the Contractor shall apply one (1) layer of saturated burlap within 20 minutes of completing finishing.

Following the first layer of burlap, the Contractor shall apply a second layer of saturated burlap within five (5) minutes of applying the first layer. The concrete surface shall not be allowed to dry after strike-off or at any time during the curing period.

The Contractor shall maintain the burlap in a fully wet condition using powered fogging equipment capable of producing a fog spray of atomized droplets of water until the concrete has gained sufficient strength to allow foot traffic without the foot traffic marring the surface of the concrete. Burlap shall not be maintained in the fully wet condition using equipment which does not produce a fog spray of atomized droplets of water or by use of manually pressurized sprayers. For bridge decks, once the concrete has gained sufficient strength to allow foot traffic which does not mar the surface of the concrete, soaker hoses shall be placed on the burlap. The soaker hoses shall then be supplied with running water continuously to maintain continuous saturation of all burlap and the entire concrete surface.

If there is a delay in the placement of the first layer of saturated burlap outside the time limit, the struck-off and finished concrete shall be kept wet by use of the powered fogging equipment used to keep the burlap wet.

White polyethylene sheets shall be placed on top of the wet burlap and, as applicable, soaker hoses covering the entire concrete surface as soon as practical and not more than 12 hours after the placement of the concrete. White polyethylene sheets of the widest practical width shall be used, overlapping adjacent sheets a minimum of six inches (6") and tightly sealed with an adhesive like pressure sensitive tape, mastic, glue, or other approved methods to form a complete waterproof cover of the entire concrete surface. White polyethylene sheets which overlap a minimum of two feet (2') may be held in place using means other than an adhesive. The white polyethylene sheets shall be secured so that wind will not displace them. The Contractor shall immediately repair the broken or damaged portions or replace sections that have lost their waterproof qualities.

If burlap and/or white polyethylene sheets are temporarily removed for any reason during the curing period, the Contractor shall keep the entire exposed area continuously wet. The saturated burlap and white polyethylene sheets shall be replaced, resuming the specified curing conditions, as soon as possible.

The Contractor shall inspect the concrete surface once every 8 hours for the entirety of the curing period, so that all areas remain wet for the entire curing period and all curing requirements are satisfied and document the inspection in accordance with Subsection 907-804.03.17.1.1.

At the end of the curing period, one coating of liquid membrane shall be applied following the requirements of Subsection 907-804.03.17.1.2. The purpose of the coating of liquid membrane is to allow for slow drying of the concrete. The application of liquid membrane to any area shall be complete within 30 minutes of the beginning of removal of the white polyethylene sheets, soaker hoses, and burlap from this area.

**907-804.03.17.1.1--Documentation.** The Contractor shall provide the Engineer with a daily inspection report that includes:

- documentation that identifies any deficiencies found (including location of deficiency);
- documentation of corrective measures taken;
- a statement of certification that all areas are wet and all curing material is in place on the entire bridge deck;
- documentation showing the time and date of all inspections and the inspector's signature;
- documentation of any temporary removal of curing materials including location, date and time, length of time curing was removed, and means taken to ensure exposed area was kept continuously wet.

**907-804.03.17.1.2--Liquid Membrane.** At the end of the 14-day wet curing period the wet burlap and polyethylene sheets shall be removed and within 30 minutes, the Contractor shall apply white liquid membrane to the deck. The liquid membrane shall be thoroughly mixed within the time recommended by the liquid membrane producer but no more than an hour before use. If the use of liquid membrane results in a streaked or blotched appearance, the method shall be stopped and water curing applied until the cause of defective appearance is corrected.

The liquid membrane shall be applied when no free water remains on the surface but while the surface is still wet. The liquid membrane shall be applied according to the manufacturer's instructions with a minimum spreading rate per coat of one (1) gallon per 200 square feet of concrete surface. If the concrete is dry or becomes dry, the Contractor shall thoroughly wet it with water applied as a fog spray by means of approved equipment.

The application of liquid membrane shall be accomplished by the use of power applied spray equipment using nozzles and other equipment recommended by the liquid membrane producer. Manually pressurized or manual pump-up type sprayers shall not be used to apply the first application of liquid membrane.

As a visual guide, the color of concrete covered with the required amount of liquid membrane should be indistinguishable from a sheet of commercially available standard "letter" size white copier paper placed on top of it when viewed from a distance of about five feet (5') away horizontally if standing on the same grade as the concrete. The appearance of the concrete does not supersede applying the minimum spreading rate.

The coating shall be protected against marring for at least seven (7) days after the application of the curing compound. The coating on bridge decks shall receive extra attention and may require

additional protection as required by the Engineer. All membrane marred or otherwise disturbed shall be given an additional coating. Manually pressurized or manual pump-up type sprayers may be used for giving marred areas the required additional application of liquid membrane. Should the surface coating be subjected repeatedly to injury, the Engineer may require that the water curing method be applied at once.

The 7-day period during which the liquid membrane is applied and protected shall not be reduced even if the period of wet curing is extended past the required 14 days.

**907-804.03.17.1.2.1--Liquid Membrane Documentation.** The Contractor shall make available to the Engineer an application rate verification method and any information necessary during application of the liquid membrane to verify that the rate of application meets the prescribed rate for the various surfaces of the concrete, including, but not limited to, the top surface of the bridge deck and exposed sides of the bridge deck after any forms are removed. The Contractor shall submit this application verification method to the Engineer in accordance with Subsection 907-804.02.12.1.1.

One method of verifying the rate of application is as follows:

1. Determine the volume of liquid membrane in the container. For a container with a uniform cross-sectional area, for example a 55-gallon drum, determine the area of the cross-section. Determine the height of the surface of the liquid membrane from the bottom of the container. This may be accomplished by inserting a sufficiently long, clean dip-stick parallel with the axis of the container into the liquid membrane until the inserted end of the dip-stick contacts the bottom of the container. On removing the dip-stick, measure the length from the end which was inserted to the point on the dip-stick where the liquid membrane ceases to coat the dip-stick. Multiply the area of the cross-section by the height of the level of liquid membrane, maintaining consistent units, to determine the volume.
2. Perform step 1 prior to beginning applying the liquid membrane to establish the initial volume.
3. During the period of application, perform step 1 each 100 square feet of bridge deck.
4. In order to meet the required application rate of one (1) gallon per 200 square feet, the amount in the container shall be at least 0.5 gallon less than the previous volume in the previous 100 square feet. Other changes in volume may apply depending on the manufacturer's recommended application rate.
5. Additional applications to an area shall be applied until the required rate is satisfied. Areas which are not visually satisfactory to the Engineer shall have additional liquid membrane applied as directed by the Engineer.

The amount of liquid membrane applied shall be determined each day using the application verification method. This information shall be submitted to the Engineer within 24 hours of applying the liquid membrane.

**907-804.03.17.2--Liquid Membrane Method.** Surfaces on which curing is to be by liquid membrane shall be given the required surface finish prior to the application of liquid membrane.

Concrete surfaces cured by liquid membrane shall receive two applications of white liquid membrane. Neither application shall be made from a position supported by or in contact with the freshly placed concrete. Both applications shall be applied perpendicularly to the surface of the concrete.

When using liquid membrane, the liquid membrane shall be thoroughly mixed within the time recommended by the liquid membrane producer but no more than an hour before use. If the use of liquid membrane results in a streaked or blotched appearance, the method shall be stopped and water curing applied until the cause of defective appearance is corrected.

The application of liquid membrane shall be accomplished by the use of power applied spray equipment using nozzles and other equipment recommended by the liquid membrane producer. Manually pressurized or manual pump-up type sprayers shall not be used to apply the first two applications of liquid membrane.

The liquid membrane shall be applied when no free water remains on the surface but while the surface is still wet. The liquid membrane shall be applied according to the manufacturer's instructions with a minimum spreading rate per coat of one (1) gallon per 200 square feet of concrete surface. If the concrete is dry or becomes dry, the Contractor shall thoroughly wet it with water applied as a fog spray by means of approved equipment.

The first application of the liquid membrane shall be made as the work progresses. For bridge decks, the first application shall be completed in each area of the deck within 20 minutes of initial strike-off for bridges with no skew and within 25 minutes of initial strike-off for bridges with skew. For all other concrete, the first application of the liquid membrane shall be completed within 20 minutes of finishing.

The second application shall be applied within 30 minutes after the first application. The liquid membrane shall be uniformly applied to all exposed concrete surfaces.

As a visual guide, the color of concrete covered with the required amount of liquid membrane should be indistinguishable from a sheet of commercially available standard "letter" size white copier paper placed on top of it when viewed from a distance of about five feet (5') away horizontally if standing on the same grade as the concrete. The appearance of the concrete does not supersede applying the minimum spreading rate.

The Contractor shall make available to the Engineer an application rate verification in accordance with Subsection 907-804.03.17.1.2.1.

The coating shall be protected against marring for at least 10 days after the application of the curing compound. The coating on bridge decks shall receive extra attention and may require additional protection as required by the Engineer. All membrane marred or otherwise disturbed shall be given an additional coating. Manually pressurized or manual pump-up type sprayers may be used for giving marred areas the required additional application of liquid membrane.

Should the surface coating be subjected repeatedly to injury, the Engineer may require that the water curing method be applied at once.

**907-804.03.19--Finishing Concrete Surfaces.**

**907-804.03.19.7--Finishing Bridge Decks.**

**907-804.03.19.7.1--General.** Delete the third paragraph of Subsection 804.03.19.7.1 on page 884, and substitute the following.

Except when indicated otherwise on the plans, the finish of the bridge deck shall be either a belt finish, a broom finish, or one of the following drag methods: pan, double pan, burlap, or pan and burlap. Manual finishing of the bridge deck shall be performed only in areas inaccessible by the finishing equipment mounted to the strike-off screed, but shall not hinder the requirements for curing in accordance with Subsection 907-804.03.17.1. The surface texture specified and surface requirements shall be in accordance with the applicable requirements of Subsections 501.03.17 and 501.03.18 modified only as the Engineer deems necessary for bridge deck construction operations.

At no time shall water on the surface of the concrete from bleeding, fogging, curing, or other sources be worked into the concrete or used as an aid for finishing.

Regardless of the method of finishing selected, requirements for curing per Subsection 907-804.03.17 shall be completed within the specified time limits. If the requirements in Subsection 907-804.03.17 are not completed within the specific time limits, the Contractor shall cease operations, revise his operations up to and including acquiring new or additional equipment or additional personnel in order to satisfy the requirements in Subsection 907-804.03.17, and, on approval from the Engineer, resume operations

**907-804.03.19.7.2--Longitudinal Method.** Before the first paragraph of Subsection 804.03.19.7.2 on page 884, add the following.

The longitudinal method may be used for repairs to bridge decks or bridge widening projects. For bridge widening projects, the time for establishing curing in accordance with Subsections 907-804.03.17 shall be increased to within 30 minutes for bridges without skew and within 35 minutes for bridges with skew.

**907-804.03.19.7.3--Transverse Method.** Delete the first sentence of the second paragraph of Subsection 804.03.19.7.3 on page 885, and substitute the following.

The machine shall be so constructed and operated as to produce a bridge deck of uniform density with minimum manipulation of the fresh concrete and achieved in the shortest possible time.

Delete the fourth paragraph of Subsection 804.03.19.7.3 on page 885, and substitute the following.

At least one dry run shall be made the length of each pour with a "tell-tale" device attached to the screed carriage to assure the specified clearance to the reinforcing steel.

Delete the last sentence of the fifth paragraph of Subsection 804.03.19.7.3 on page 885, and substitute the following.

The screed shall be mechanically actuated to deliver the screeding action and for travel in a longitudinal direction at a uniform rate along the bridge deck.

Delete the last paragraph of Subsection 804.03.19.7.3 on page 886, and substitute the following.

Other finishing requirements shall be in accordance with the general requirements in Subsection 907-804.03.19.7.1 and as specified on the plans.

Regardless of the finish, the requirements for curing per Subsection 907-804.03.17 shall be completed within the specified time limits.

**907-804.03.19.7.4--Acceptance Procedure for Bridge Deck Smoothness.** Delete the third sentence of the first paragraph of Subsection 804.03.19.7.4 on page 886, and substitute the following.

The profilograph shall meet the requirements of Subsection 907-804.03.19.7.5.

After the fourth sentence of the first paragraph of Subsection 804.03.19.7.4 on page 886, add the following.

The wheel paths shall be designated as being located three feet (3') and nine feet (9') from centerline or longitudinal joint, respectively.

After the first sentence of the second paragraph of Subsection 804.03.19.7.4 on page 886, add the following.

Auxiliary lanes, tapers, shoulders and other areas that are not checked with the profilograph, shall meet a 1/8 inch in 10-foot straightedge check made transversely and longitudinally across the deck or slab.

After Subsection 907-804.03.19.7.4 on page 9, add the following.

Delete the title of Subsection 804.03.19.7.4.1.3 on page 888, and substitute the following.

**907-804.03.19.7.4.1.3--Final Surface Texture.**

Delete the first sentence of the second paragraph of Subsection 804.03.19.7.4.1.3 on page 889 and substitute the following.

The finished bridge decks and bridge end slabs shall be retested for riding quality using a Contractor furnished profilograph meeting the requirements of Subsection 907-804.03.19.7.5.

After Subsection 804.03.19.7.4.1.3 on page 889, add the following.

**907-804.03.19.7.5--Profilograph Requirements**. The smoothness of the bridge deck will be determined by using a California Profilograph to produce a profilogram (profile trace) at each designated location. The surface shall be tested and corrected to a smoothness index as described herein with the exception of those locations or specific projects that are excluded from a smoothness test with the profilograph.

The profilograph, furnished and operated by the Contractor under supervision of the Engineer, shall consist of a frame at least 25 feet in length supported upon multiple wheels having no common axle. The wheels shall be arranged in a staggered pattern so that no two wheels will simultaneously cross the same bump. A profile is to be recorded from the vertical movement of a sensing mechanism. This profile is in reference to the mean elevation of the contact points established by the support wheels. The sensing mechanism, located at the mid-frame, may consist of a single bicycle-type wheel or a dual-wheel assembly consisting of either a bicycle-type (pneumatic tire) or solid rubber tire vertical sensing wheel and a separate bicycle-type (pneumatic tire) longitudinal sensing wheel. The wheel(s) shall be of such circumference(s) to produce a profilogram recorded on a scale of one (1) inch equal to 25 feet longitudinally and one (1) inch equal to one (1) inch (full scale) vertically. Motive power may be provided manually or by the use of a propulsion unit attached to the center assembly. In operation, the profilograph shall be moved longitudinally along the pavement at a speed no greater than 3 MPH so as to reduce bounce as much as possible. The testing equipment and procedure shall comply with the requirements of Department SOP.

The Contractor may elect to use a computerized version of the profilograph in lieu of the standard profilograph. If the computerized version of the profilograph is used, it shall meet the requirements of Subsection 907-804.03.19.7.5.1.

**907-804.03.19.7.5.1--Computerized Profilograph.**

**907-804.03.19.7.5.1.1--General** The computerized profilograph, furnished and operated by the Contractor under the supervision of the Engineer, shall be equipped with an on-board computer capable of meeting the following conditions.

Vertical displacement shall be sampled every three (3) inches or less along the bridge deck. The profile data shall be bandpass filtered in the computer to remove all spatial wavelengths shorter than two (2) feet. This shall be accomplished by a third order, low pass Butterworth filter. The resulting band limited profile will then be computer analyzed according to the California Profilograph reduction process to produce the required inches per mile index. This shall be accomplished by fitting a linear regression line to the length of bridge. This corresponds to the perfect placement of the blanking band bar by a human trace reducer. Scallops above and below

the blanking band are then detected and totaled according to the California protocol. Bump/Dip analysis shall take place according to the California Profilograph reduction process.

The computerized profilograph shall be capable of producing a plot of the profile and a printout which will give the following data: Stations every twenty five (25) feet, bump/dip height and bump/dip length of specification (3/10 of an inch and 25 feet respectively), the blanking band width, date of measurement, total profile index in inches per mile for the measurement, total length of the measurement, and the raw inches for each segment.

**907-804.03.19.7.5.1.2--Mechanical Requirements.** The profilograph shall consist of a frame twenty five (25) feet long supported at each end by multiple wheels. The frame shall be constructed to be easily dismantled for transporting. The profilograph shall be constructed from aluminum, stainless steel and chromed parts. The end support wheels shall be arranged in a staggered pattern such that no two wheels cross a transverse joint at the same time. The relative smoothness shall be measured by the vertical movement of an eight (8) inch or larger diameter sensing wheel at the midpoint of the 25-foot frame. The horizontal distance shall be measured by a twenty (20) inch or larger diameter pneumatic wheel. This profile shall be the mean elevation referenced to the twelve points of contact with the pavement established by the support wheels. Recorded graphical trace of the profile shall be on a scale of one inch equals one inch (full scale) vertical motion of the sensing wheel and one inch equals 25 feet horizontal motion of the profilograph.

**907-804.03.19.7.5.1.3--Computer Requirements.** The computer shall have the ability to produce output on sight for verification. The computerized output shall indicate the profile index for each specified section of bridge deck. Variable low and high pass third-order Butterworth filtering options shall be available. The printout shall be capable of showing station marks automatically on the output. Blanking band positioning for each specified section of the bridge deck shall be placed according to the least squares fit line of the collected data. Variable bump and dip tests shall be available to show “must correct” locations on the printout. The computer must have the ability to display on screen “must correct” conditions and alert the user with an audible warning when a “must correct” location has been located. The computer must have the ability to store profile data for later reanalysis. The measurement program must be menu driven and PC compatible. User selected options, identification, calibration factors, and time and date stamps shall be printed at the top of each printed report for verification. The control software must be upgradeable. A power source shall be included for each profilograph and be capable of supplying all power needs for a full days testing.

#### **907-804.03.20--Opening Bridges.**

**907-804.03.20.2--Construction Traffic.** Delete the paragraph in Subsection 804.03.20.2 on page 889, and substitute the following.

Unless otherwise specified, the concrete bridge decks shall be closed to construction traffic for the time required for curing in Subsection 907-804.03.17 and until the required compressive strength for the concrete is obtained.

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-845-3 DB

CODE: (SP)

DATE: 08/01/2014

SUBJECT: Coating Existing Structural Steel

## PROJECT:

Section 907-845, Coating Existing Structural Steel, is added to the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

### SECTION 907-845 – COATING EXISTING STRUCTURAL STEEL

**907-845.01--Description.** This work consists of furnishing all labor, material, and equipment required for coating existing structural steel in accordance with the requirements of this Section, by removing and replacing the existing coating where shown in the plans or described herein. Unless otherwise specified, all existing coatings shall be removed and replaced, and all steel surfaces shall be prepared by abrasive blast cleaning as described in Section 907-845.03.7.6 of this Specification.

#### **907-845.02--Materials.**

**907-845.02.1--Coating Systems.** One of the following organic zinc/epoxy/urethane three-coat systems, or an approved equal, shall be used for removal and replacement of paint.

	1st	2nd	3rd
Carboline	Carbozinc 859 dft = 3-5 mils	Carbogaurd 888 dft = 3-5 mils	Carbothane 133LH dft = 3-5 mils
Ameron	Amercoat 68HS dft = 3-5 mils	Amercoat 399 dft = 4-8 mils	Amercoat 450H dft = 3-5 mils
Sherwin Williams	Zinc Clad III HS dft = 3-5 mils	Macropoxy 646 dft = 5-10 mils	Acrolon 218HS dft = 3-6 mils

**907-845.02.2--Thinners, Solvents and Cleaners.** Only thinners, solvents and cleaners listed on the coating manufacturer's product data sheet shall be used.

**907-845.02.3--Caulking.** Only Caulks that are paintable, compatible with the coating system, and recommended by the coating manufacturer as part of the coating system shall be used.

**907-845.02.4--Soluble Salts Test Kit.** Soluble salts test kit shall be in accordance with SSPC-Guide 15 utilizing a Class A retrieval method. The test sleeve or cell shall create a sealed, encapsulated environment during ion extraction and be suitable for testing all structural steel surfaces.

**907-845.02.5--Abrasives.** Properly sized abrasives shall be used to achieve the required cleanliness and surface profile. Abrasives shall meet the requirements of SSPC-AB 1, Mineral and Slag Abrasives, SSPC-AB 2, Cleanliness of Recycled Ferrous Metallic Abrasives, or SSPC-AB 3, Ferrous Metallic Abrasive and shall not introduce any contamination that interferes with the coating application and performance. The Contractor shall provide a certification to the Engineer that the abrasives used meet the requirements of this specification and do not contain any chlorides and other salts.

For recycled abrasives, the Contractor shall verify compliance with the conductivity and cleanliness requirements of SSPC-AB 2 after each recycling or more frequently if required by the Engineer. A sample shall be selected from each recycling machine in use and water-soluble contaminant and oil content tests conducted as outlined in SSPC-AB 2 at least one time each week or more frequently if directed by the Engineer. The non-abrasive residue and lead content tests shall be conducted as directed by the Engineer. If test results do not meet requirements, the Engineer shall be notified immediately, the abrasive shall be removed and replaced, the recycling equipment shall be cleaned, and tests conducted each day to confirm the equipment is functioning properly. Testing shall return to the weekly testing interval as directed by the Engineer.

**907-845.02.6--Rust Preventative Compound.** The rust preventative compound shall be a Class 3 compound meeting the requirements of Military Specification MIL-C-11796C, Corrosion Preventative Compound, Petrolatum, Hot Applied.

**907-845.02.7--Storage.** Materials shall be stored in conformance with the manufacturer's recommendations.

### **907-845.03--Construction Requirements.**

**907-845.03.1--Compressed Air.** The compressed air system shall be capable of delivering clean, dry, continuous nozzle pressure to achieve the required surface cleanliness and profile or spray pattern. The system must comply with the instructions and recommendations of the manufacturer of the abrasive blasting system or coating application system.

**907-845.03.2--Abrasive Blasting System.** The blasting system shall be designed to produce the specified cleanliness and profile.

**907-845.03.3--Coating Application System.** The coating application equipment shall be approved by and in accordance with the Coating Manufacturer's technical data requirements.

**907-845.03.4--Quality Control.** The Contractor shall provide a current Corporate Quality Control Plan approved by SSPC under the SSPC QP1 and SSPC QP2 certifications as appropriate and a site specific Coating Quality Control Plan to the Engineer at least 14 calendar days prior to beginning coatings work. The Contractor shall not begin coatings work until the site specific Coating Quality Control Plan has been approved by the Engineer.

The Contractor shall submit a specific traffic control plan for each phase of the work that conforms to the project plans and specifications. The Contractor shall not begin work until the traffic control plan is approved by the Department.

**907-845.03.5--Inspection.** All inspection equipment shall be maintained in accordance with the manufacturer's instructions, calibrated, and in good working condition. All activities shall be observed and approved by a quality control coatings inspector meeting the requirements of this specification. Daily inspection reports shall be maintained at the job site for review by the Engineer. All daily inspection reports shall be provided to the Engineer upon completion of the project, or more frequently as requested by the Engineer.

**907-845.03.6--Qualifications.**

**907-845.03.6.1--Field Contractor.** The Field Contractor shall provide documentation to the Engineer at least 14 days prior to beginning work that the field contractor performing any work in accordance with this specification is certified by SSPC to the requirements of SSPC-QP1 and/or SSPC-QP2 as appropriate.

**907-845.03.6.2--Quality Control Inspectors in the Shop and Field.** The Contractor shall provide documentation to the Engineer that all personnel performing quality control inspections are certified at a minimum as a National Association of Corrosion Engineers (NACE) Coating Inspector Level I or a SSPC Level 1 Bridge Coating Inspector, and that they report directly to a Quality Control Supervisor who is certified either as a NACE Coating Inspector Level 3 or a SSPC Level 2 Bridge Coating Inspector.

**907-845.03.6.3--Certifications.** Certifications shall be maintained for the duration of the Contract. If the certifications expire, no work shall be performed until certifications are reissued. The Engineer shall be notified of any change in certification status.

**907-845.03.7--Surface Preparation.**

**907-845.03.7.1--General.** Unless otherwise indicated by the plans, this Specification, or the contract documents, all steel surfaces shall be cleaned, washed, tested, and soluble salts removed. This shall be accomplished by abrasive blast cleaning. If portions of the existing coating are designated to remain, the edges of all existing coating shall be feathered back to remain a minimum of three inches (3") around the area of existing coating to provide a smooth transition. The edges of the existing coating shall be intact and verified by probing with a dull putty knife in accordance with SSPC SP 2. The existing coating in the feathered area shall be roughened to

ensure proper adhesion of the new coating. The Engineer shall be notified immediately when any structural steel appears to be defective.

All surfaces to be coated shall be clean, dry, and free from oil, grease, dirt, dust, soluble salts, corrosion, peeling, caulking, weld spatter, mill scale and any other surface contaminants. The surface preparations and coating operations shall be performed so that freshly applied coatings will not be contaminated by dust or foreign matter. The Contractor shall protect all equipment and adjacent surfaces not to be coated from surface preparation operations. In the event that any rusting or contamination occurs after the completion of the surface preparation, the surfaces shall be prepared again to the initial requirements. Surface preparation work shall be performed only when the temperature of the steel surface is at least 5°F above the dew point temperature.

**907-845.03.7.2--Mechanical Removal of Surface Defects.** All corners resulting from sawing, burning, or shearing shall be broke. In areas where burning has been used, the flame hardened surface of the steel shall be removed to the extent necessary to achieve the required surface profile after abrasive blast cleaning. All weld slag and weld spatter shall be removed. In addition, all pack rust shall be removed prior to solvent cleaning. All of this work shall be conducted in accordance with AASHTO/NSBA Steel Bridge Collaboration S 8.1.

**907-845.03.7.3--Cleaning.** All steel surfaces shall be cleaned in accordance with the requirements of SSPC-SP 1.

**907-845.03.7.4--Washing.** All steel surfaces shall be washed during removal of soluble salts in accordance with the requirements of SSPC-SP WJ-4.

**907-845.03.7.5--Soluble Salts Detection and Removal.** The chloride, sulfate and nitrate concentrations shall be determined on all steel surfaces using soluble salts test kits meeting the requirements of subsection 907-845.02.4. The concentration levels shall be measured using the method described in SSPC-TU 4. The tests shall be performed after washing and after each applied coat of the coating system. Five random locations shall be tested in the first 1,000 square feet and one random location for each subsequent 1,000 square feet. The non-visible surface contaminant concentrations on blast-cleaned surfaces shall not exceed 7 µg/cm<sup>2</sup> for chloride ions, 10 µg/cm<sup>2</sup> for ferrous ions, 17 µg/cm<sup>2</sup> for sulfate ions, and 10 µg/cm<sup>2</sup> for nitrate ions. When any concentration exceeds these levels, the entire surface area shall be rewashed and retested. If additional washing does not reduce the concentration to the acceptable level, a surface treatment or water additive may be used. Surface treatment or water additive shall be approved by the coating system supplier and the Engineer.

**907-845.03.7.6--Abrasive Blast Cleaning.** Steel shall be prepared by abrasive blast cleaning to “Near-White” metal condition as defined in SSPC-SP 10. SSPC VIS 1 shall be used as an aid in establishing cleanliness. After abrasive blast cleaning, the surface profile shall meet the requirements of the coating manufacturer’s product data sheet. The surface profile shall be determined by using replica tape in accordance with ASTM D 4417, Method C.

All abrasive blast cleaning shall be performed within a containment system to ensure confinement

of all particulates. The containment system shall be designed to comply with all applicable Federal, State, and Local regulations. The abrasive blast cleaning shall not produce holes, cause distortion, remove metal, or cause thinning of the substrate.

**907-845.03.7.7--Hand and Power Tool Cleaning.** Steel shall be prepared by power and hand tool cleaning as defined in SSPC-SP 11, SSPC-SP 3, and SSPC-SP 2 for touch up and repair only when approved by the Engineer. SSPC-VIS 3 shall be used as an aid in establishing cleanliness.

**907-845.03.8--Application.**

**907-845.03.8.1--General.** A coating of rust preventative compound shall be applied to all machine finished or similar surfaces not to be coated as directed by the Engineer. Prior to the application of any coating, the substrate shall be inspected for contamination and defects, and the surface prepared before application of the next coat. Each coat including a stripe coat shall be applied in a color that contrasts with the substrate or preceding coat.

**907-845.03.8.2--Weather and Temperature Limitations.** Spray coating shall not be performed when the measured wind speed in the immediate coating area is above 15 miles per hour. Coatings shall not be applied when contamination from rainfall is imminent or when the ambient air temperature, relative humidity, dew point temperature, or temperature of the steel is outside limits of the coating manufacturer's product data sheet.

**907-845.03.8.3--Sealing Using Caulk.** The perimeter of all faying surfaces, cracks and crevices, joints open less than 1/2 inch, and skip-welded joints shall be completely sealed using caulk. The caulk shall be applied to the joint following the caulk manufacturer's recommendations. The caulk bead shall have a smooth and uniform finish and be cured according to the caulk manufacturer's recommendation prior to the application of the coating system.

**907-845.03.8.4--Protection of Adjacent Surfaces.** All surfaces and working mechanisms not intended to be coated during the application of coatings shall be protected. Surfaces that have been contaminated with coatings shall be cleaned until all traces of the coating have been removed. Material from cleaning and coating operations shall not be dispersed outside the work site.

**907-845.03.8.5--Mixing and Thinning.** All coatings shall be mixed in accordance with the manufacturer's product data sheet. Only complete kits shall be mixed. Thinners and solvents shall be in accordance with the requirements of the coating manufacturer's product data sheet. The amount of thinner added shall not exceed any State and Federal regulations regarding Volatile Organic Compounds (VOC). All mixing operations shall be performed over an impervious surface with provisions to prevent runoff to grade of any spilled material.

**907-845.03.8.6--Application Methods.** The Contractor shall use coating application equipment and apply coatings per the coating manufacturer's product data sheet. Application with brushes may be permitted for minor touchup of spray applications, stripe coats, or when otherwise approved by the Engineer. Spray equipment shall be adjusted to produce an even, wet coat with minimum overspray. Coatings shall be applied in even, parallel passes, overlapping fifty percent

(50%). Coatings shall be agitated during application as required by the coating manufacturer's product data sheet.

**907-845.03.8.7--Stripe Coating.** Stripe coats shall be applied to achieve complete coverage and proper thickness on welds, corners, crevices, sharp edges, bolts, nuts, rivets, and rough or pitted surfaces.

**907-845.03.8.8--Thickness of Coats.** Coatings shall be applied to the thickness as identified in the manufacturer's product data sheet. After application of each coat, the surfaces shall be thoroughly inspected and the dry film thickness (DFT) measured in accordance with SSPC-PA 2. When the DFT is deficient or excessive, corrections shall be made in accordance with the coating manufacturer's recommendations and retest the area.

**907-845.03.8.9--Coating Drying, and Curing.** Coatings shall be applied within the time specified by the coating manufacturer's product data sheet for drying and recoating. Before handling, cure shall be tested in accordance with the manufacturer's recommended method. When the manufacturer's technical data sheet does not state a specified cure test, the requirements of ASTM D 5402 for organic zinc primers shall be met. The Contractor shall obtain the acceptance criteria from the coating manufacturer and report the results to the Engineer.

**907-845.03.8.10--Coating Finish.** Each coat shall be applied free of runs, sags, blisters, bubbles, and mud cracking; variations in color, gloss, or texture, holidays, excessive film buildup, foreign contaminants, orange peeling, and overspray.

**907-845.03.9--Touchup and Repair.** All welds, rivets, bolts, and all damaged or defective coating and rusted areas shall be cleaned and coated. Upon approval by the Engineer, aluminum mastic may be used in accordance with the manufacturer's recommendations. Aluminum mastic shall contain aluminum pigment and minimum 80% volume solids.

#### **907-845.03.10--Protection of the Environment, Public, and Workers.**

**907-845.03.10.1--General.** Plans and programs shall be established to protect the environment, public, contractor employees, and other workers from exposure to toxic heavy metals as well as releases and emissions of hazardous materials and nuisance dusts. All coating application and removal operations shall be conducted in compliance with EPA, OSHA, and other applicable Federal, State and local regulations. A contingency plan shall be provided for the remediation of water and land in the event of contamination by solid or liquid paint and contaminated water.

**907-845.03.10.2--Environmental Protection.** Plans and programs for the protection of the environment and public based on the applicable EPA requirements, the requirements of this Specification, and the Contract Documents shall be prepared and submitted to the Engineer. The plans and programs shall also include the protection of the air, soil/ground, and water.

**907-845.03.10.2.1--Pollution Control.** The Contractor shall submit a written pollution control and monitoring plan at the preconstruction meeting or as directed by the Engineer which clearly

describes the means for complying with all Local, State and Federal regulations including pollution control provisions specified herein. The written plan shall be in accordance with SSPC Project Design: Industrial Lead Paint Removal Handbook, Volume II, Phase 6, Environmental Monitoring, and specifically include, but not be limited to, providing a scaled map of the work site layout showing the proposed number and location of soil sampling, Total Suspended Particulate (TSP) monitoring sites, waste storage areas, staging areas, temporary waste storage areas, and ambient air and personnel sampling frequency.

The Contractor shall comply with all applicable Federal, State, and Local rules and regulations. In the event a violation of any environmental regulation or a failure to properly execute any pollution control provisions occurs, the Contractor shall immediately cease all operations. Operations shall only resume after written proposed corrective procedures have been submitted to and approved by the Engineer and implemented.

**907-845.03.10.2.2--Permits.** The Contractor shall submit all required permits from all applicable regulatory agencies to the Engineer prior to the commencement of any work. The Contractor shall seek permit determination from these regulatory agencies to avoid any potential permit non-compliance issues during work activities. The Contractor shall be responsible for all liability resulting from non-compliance with pertinent rules and regulations including permit requirements.

**907-845.03.10.2.3--Ambient Air Quality Compliance and Protection of the Air.**

**907-845.03.10.2.3.1--Visible Emissions.** The visible emissions shall be accessed using EPA Method 22, Timing of Emissions as defined by 40 CFR 60, Appendix A, Standards of Performance for New Stationary Sources. During abrasive blasting, the Contractor shall not allow visible emissions from a containment to exceed a random cumulative duration of more than one percent (1%) of the workday (SSPC Guide 6, Level 1 Emissions). During pressurized water cleaning for removal of soluble salts, The Contractor shall not allow visible emissions from a containment to exceed a random cumulative duration of more than ten percent (10%) of the workday (SSPC Guide 6, Level 3 Emissions).

**907-865.03.10.2.3.2--Total Suspended Particulate (TSP) Matter.** Emissions from the containment area shall be controlled to prevent exceeding the TSP Lead of  $1.5 \mu\text{g}/\text{m}^3$  over a 90-day period, or the daily and adjusted daily allowances of SSPC-TU 7. TSP Lead monitoring shall be conducted in accordance with 40 CFR 50, Appendix B, Reference Method for Determination of TSP Matter in the Atmosphere (high volume sampler required), and 40 CFR 50, Appendix G, Reference Method for Determination of TSP Matter Collected from Ambient Air. The TSP Lead monitoring equipment shall be positioned in general accordance with 40 CFR 58, Ambient Air Quality Surveillance.

When lead is present in the coating, TSP Lead background monitoring shall be performed for a period of three (3) days prior to the beginning of abrasive blast cleaning operations. The results from background monitoring and the first week of monitoring during abrasive blast cleaning shall be submitted to the Engineer for review within five (5) calendar days after the first week of work. Monitoring shall continue unless otherwise directed by the Engineer.

**907-865.03.10.2.3.3--Regulated Area.** A regulated area around the work site shall be established to prohibit unauthorized persons from areas where exposure to hazardous airborne metals may exceed the following action levels:

<u>Airborne Metals</u>	<u>Action Level</u>
Lead	30 $\mu\text{g}/\text{m}^3$
Cadmium	2.5 $\mu\text{g}/\text{m}^3$
Arsenic	5 $\mu\text{g}/\text{m}^3$
Hexavalent Chromium (Cr6+)	2.5 $\mu\text{g}/\text{m}^3$

Monitoring shall be conducted in accordance with the National Institute for Occupational Safety and Health (NIOSH) procedures upon initiation of dust producing operations and the test results shall be submitted to the Engineer within 72 hours of sampling. Sample results shall be reported as 8-hour Time Weighted Averages (TWA). The regulated area shall be re-established and additional sampling shall be performed when the results exceed the action levels or when directed by the Engineer. All pertinent data shall be documented in a field logbook. Air-sampling pumps shall be positioned around the project perimeter where the public or personnel can approach the work area. Sampler inlets shall be placed at breathing height. The regulated area shall be clearly marked by the use of warning signs, rope, barrier tape, or temporary construction fencing.

**907-845.03.10.2.4--Soil/Ground Quality.** The ground beneath and in proximity to the structure shall be inspected in the presence of the Engineer for visible paint chips to establish an initial job site cleanliness standard. When heavy metals are in the existing coatings, soil samples shall be tested prior to the beginning of operations and after project completion for heavy metals. The number and specific locations where the initial samples are taken shall be documented as outlined in the SSPC Project Design-Industrial Lead Paint Removal Handbook, Volume 2 to ensure the post samples are collected from the same locations. All samples shall be submitted to the Engineer for review. If the project activities increase the heavy metal content in soil to more than 20% above the pre-job geometric mean or 100% at any one location, the site shall be returned to the pre-job levels. Additional soil testing shall be conducted as necessary to determine the extent of contamination.

In addition, a pre- and post-soil sampling plan shall be submitted for storage areas identifying the sample location, depth, analyses list, lab certification, and turnaround time. Once approved by the Engineer, sampling results shall be submitted along with a scaled drawing indicating designated sample locations.

**907-845.03.10.2.5--Water Quality.** The Contractor shall not release, discharge or otherwise cause hazardous materials, debris, waste, or paint chips to enter the water. The Contractor shall also protect against releases due to rain and methods of surface preparation from reaching rivers, streams, lakes, storm drains, or other bodies of water.

**907-845.03.10.3--Containment System.** The Contractor shall submit a written containment system design plan in accordance with this subsection and the contract documents at the pre-

construction conference or as directed by the Engineer which clearly describes the proposed containment system applicable to the intended removal method and in accordance with the requirements outlined herein and SSPC Guide 6, Guide for Containing Debris Generated During Paint Removal Activities. The plan shall include, but is not limited to, removal method; methods for collecting debris; and containment enclosure components. Fire retardant materials shall be used. Containment drawings, calculations, and assumptions, including ventilation criteria if applicable, shall be provided signed and sealed by the Contractor's Engineer of Record experienced with containment systems. A complete structural impact analysis prepared by a Specialty Engineer shall be provided to verify the existing structure can withstand the dead, live and wind loads imposed upon the structure due to the containment system. The lighting inside the containment shall be in accordance with SSPC Guide 12, Guide for Illumination of Industrial Painting Projects. Lighting shall have a minimum intensity of 10 ft-cd for general, 20 ft-cd for work, and 50 ft-cd for inspection. All drawings and calculations shall be submitted and accepted before any work begins. A clear description of the ventilation system components and information shall be provided including the fan curve and design point on the proposed dust collector. The Design shall provide ventilation according to the notes provided in SSPC Guide 6: 100 feet per minute for cross draft and 50-60 feet per minute for downdraft.

The immediate area of the structure shall be isolated to ensure compliance with current and permit requirements for air, water, soil, and pollution prevention. The containment system shall be protected from vehicular and pedestrian traffic. Paint, paint chips, or other debris shall not fall outside of the containment area under any circumstances. Any damage created by fastening, bracing, or handling the scaffolding and staging shall be repaired. If a suspended platform is constructed, rigid or flexible materials shall be used as needed to create an air and dust impenetrable enclosure. The platform and its components shall be designed and constructed to support at least four (4) times its maximum intended load without failure, with wire cables capable of supporting at least six (6) times their maximum intended load without failure. The Contractor shall strictly comply with all applicable OSHA regulations regarding scaffolding. The category and class of containment shall be as required in the Contract Documents.

**907-845.03.10.4--Protection of Adjacent Areas.** All areas adjacent to abrasive blast cleaning, including machinery and deck grating, shall be protected. Before the commencement of any cleaning and coating operations, a control plan shall be provided for the protection of adjacent surfaces from damage by nearby blasting and coating to the Engineer for review. Any damage to adjacent areas shall be repaired. The repair procedure shall be submitted to the Engineer for acceptance prior to any remediation.

**907-845.03.10.5--Worker Protection.** The Contractor shall be responsible for complying with all current OSHA regulations regarding worker protection as it relates to the duties required by this Specification. Appropriate safety procedures shall be implemented for all hazards on the job site whether specifically identified herein or not.

**907-845.03.11--Waste Handling and Management.**

**907-845.03.11.1--General.** A waste management program plan shall be prepared which addresses

the applicable requirements from EPA regulations for hazardous waste management and the Contract Documents. Include provisions for the handling and disposal of non-hazardous waste. The Contractor shall dispose of all waste in accordance with all federal, state, and local laws and regulations.

**907-845.03.11.2--Collection and Handling of Waste.** All paint removal debris, both solid and liquid, shall be properly classified, packaged and stored in accordance with SSPC Guide 7, Guide for the Disposal of Lead-Contaminated Surface Preparation Debris, the Federal Water Pollution Control Act with amendments, and all other current government regulations and guidelines. The Contractor shall comply with the Resource Conservation and Recovery Act to include, at a minimum, CFR 40 260 through CFR 40 268. Prior to identification and storage, the Contractor shall separate solid and liquid waste, and separate individual waste streams.

**907-845.03.11.3--Testing and Analysis.** Laboratory analyses for all waste stream and environmental samples shall be conducted by an EPA certified, independent laboratory with an approved Quality Assurance Plan. Laboratory analyses for worker monitoring and regulated area samples shall be conducted by an American Industrial Hygiene Association (AIHA) metals accredited laboratory. A copy of all sampling and test reports shall be provided no later than 72 hours after collection of samples.

**907-845.03.11.4--Waste Identification.** Samples shall be collected in accordance with EPA SW 846, Test Methods for Evaluating Solid Waste - Physical/Chemical Methods. A random and representative sampling technique shall be used. A minimum of four representative samples shall be collected of each waste stream. These waste streams shall include, but are not limited to, water, paint chips, dust, and paint chips mixed with disposable abrasives and debris. The Contractor shall complete the initial sampling of each waste stream immediately upon filling the first drum, but shall not allow waste to accumulate for longer than seven (7) days before sampling.

After the representative samples are collected, they shall be sent immediately to the EPA certified laboratory for analysis. Unless otherwise directed by the Engineer, required by State regulations, or required by the waste recycling or disposal facility, once each waste stream is sampled, tested, and classified, additional sampling and analysis will not be required for subsequent shipments unless the waste stream changes. Samples shall be submitted to an approved laboratory to be tested for arsenic, barium, cadmium, hexavalent chromium, lead, mercury, selenium, and silver in accordance with EPA Method 3050 and Method 6010 (content) and EPA Method 1311, Toxicity Characteristics Leaching Procedures (TCLP). Each sample shall be clearly marked with sample number, date and time of sampling, name of collector, and location of collection.

Chain of custody forms shall be maintained for each sample. Each sample shall be entered on a sample analysis request form. The sample numbers, type of waste, amount of each sample, distribution of samples, signature and all other information shall be entered into field logbook.

**907-845.03.11.5--Waste Storage.** Waste from the control devices, equipment, and all work surfaces shall be collected on a daily basis. Hazardous and non-hazardous waste shall be kept separate. Blasting debris shall not be mixed with any other type of waste. Waste shall be placed in

approved storage drums.

All hazardous waste within a regulated area shall be located. The maximum weight for each drum, when filled, shall be 821 lbs. All drums shall be properly sealed and labeled. Waste storage drums shall be transported to a secured, marked, temporary storage area. The temporary storage area shall be located on well-drained ground not susceptible to flooding or storm water run-off. Drums shall be placed on pallets and covered with fiber reinforced, impermeable tarpaulins. Drums shall be stored no more than two drums wide and two drums high. Drums shall be arranged so that labels are easily readable. Waste shall not be stored in the temporary storage area longer than 90 days.

**907-845.03.11.6--Waste Disposal.** All hazardous and non-hazardous waste shall be transported, treated and disposed of. The Engineer shall be notified a minimum of three (3) weeks prior to the date of shipment of any waste to an off-site facility. The Engineer shall be provided with documentation that the receiving disposal facilities are properly licensed. Manifests shall be provided for all hazardous and non-hazardous waste shipments. Any waste disposal subcontractors shall be identified and provide the Engineer with a copy of their licensing to perform waste disposal and transport operations.

**907-845.03.11.7--Permits.** The Contractor shall be responsible for all liability resulting from non-compliance with pertinent rules and regulations including permit requirements.

**907-845.04--Method of Measurement.** Coating Existing Structural Steel will be measured as a lump sum quantity.

**907-845.05--Basis of Payment.** Coating Existing Structural Steel, measured as prescribed above, will be paid for at the contract lump sum price which shall be full compensation for all materials, labor, tools, equipment, containment systems, testing, , removal and disposal of the existing coating, and all incidentals necessary for completing the work as described herein.

Payment will be made under:

907-845-A: Coating Existing Structural Steel - lump sum

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-899-2 DB

CODE: (SP)

DATE: 07/01/2014

SUBJECT: Railway-Highway Provisions

Section 907-899, Railway-Highway Provisions, is hereby added to and made part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows:

### **SECTION 907-899--RAILWAY-HIGHWAY PROVISIONS**

**907-899.01--Description.** This special provision addresses the Contractor's involvement with railroad flagging, Contractor Safety Orientation, Contractor Background Investigation, Contractor Roadway Worker on Track Safety Program and Safety Action Plan, and any other requirements set forth by the Railroad and any attached Exhibits.

Prior to bidding, the Contractor shall read and comply with the requirements of the Railroad and any attached Exhibits. The Contractor shall contact the Railroad concerning insurance coverage requirements, Railroad flagging costs, Contractor Safety Orientation, Contractor Background Investigation, Contractor Roadway Worker on Track Safety Program and Safety Action Plan, and any other requirements set forth by the Railroad and any attached Exhibits. In case the railroad requires coverage over and above that required by the Standard Specifications, the railroad requirements shall be met.

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

**It will be the Contractor's responsibility to pay all bills associated with the Railroad requirements and any attached Exhibits.**

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

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

The Contractor shall complete and process any required forms addressed by the Railroad or any attached Exhibits. The Contractor shall not commence or carry on any form of work on, under, above or within the designated distance from the Railroad track prior to getting approval from the Railroad.

**907-899.02--Blank.**

**907-899.03--Construction Requirements.** The Contractor shall read and comply with the requirements of the Railroad and any attached Exhibits.

## *IMPORTANT NOTICE*

### CORPORATIONS

License must be signed by the President or a Vice President of the Corporation or Company, or be accompanied by a certified resolution of the Board of Directors authorizing execution by a lesser official.

### PARTNERSHIP

License must be signed by all of the partners.

### MUNICIPALITIES OR GOVERNMENTAL AGENCIES

License must be accompanied by a certified resolution authorizing the official signing the License to execute on behalf of the Governmental Body. The resolution should not be certified by the same official who executed the License.

## RIGHT OF ENTRY LICENSE AGREEMENT

Illinois Central Railroad Company (hereinafter called Railroad Company) hereby grants pursuant to this Right of Entry License Agreement (hereinafter called License) to \_\_\_\_\_, (hereinafter called Licensee) license and permission, at Licensee's sole cost, risk and expense, to enter Railroad Company's property in the vicinity of Woodrow Wilson Avenue, Railroad Milepost 727.21 , McComb Subdivision for purposes related to bridge repair in Jackson , MS on, over and near Railroad Company's tracks and right-of-way, as generally shown on Location Exhibit A, attached hereto and made a part hereof.

Licensee shall pay to Railroad Company upon execution of this License the sum of **\$750.00** for the privileges granted by this License. The aforesaid sum is not refundable in the event Licensee elects not to enter upon Railroad Company's property or in the event Railroad Company elects to terminate this License for any reason whatsoever.

Licensee shall not enter Railroad Company's premises for the purpose as set forth above without having first given Railroad Company's Engineering Manager or their authorized representative at least five (5) working days advance notice of the date Licensee plans to commence the work.

Railroad Company shall have the right, but not the duty, to require Licensee to furnish detailed plans prior to entry upon the premises and to view and inspect any activity or work on or above Railroad Company's property. If in the sole opinion of the authorized representative of Railroad Company any said activity or work is undesirable for any reason, Railroad Company shall have the right to terminate this License at once.

Railroad Company shall have the right, but not the duty, to restrict Licensee's activity on Railroad Company's property in any way that Railroad Company may, in its sole opinion, deem necessary from time to time and shall also have the right, but not the duty, to require Licensee to adopt and take any safety precautions that Railroad Company may, in its sole opinion, deem necessary from time to time. No work shall be performed or equipment located within twenty-five feet (25') of the centerline of the nearest railroad track without the expressed permission of Railroad Company's Engineering Manager or their duly authorized representative and then only when either the track has been removed from service or Railroad Company flag protection is provided.

Railroad Company may, at Licensee's sole cost, risk and expense, furnish whatever protective services it considers necessary, including, but not limited to, flag protection, and inspectors.

Licensee shall at all times conduct its work in accordance with any and all "Special Provisions" which may be appended hereto which, by reference hereto, are hereby made a part hereof.

**AS A CONSIDERATION AND AS A CONDITION, WITHOUT WHICH THIS LICENSE WOULD NOT HAVE BEEN GRANTED, LICENSEE AGREES TO INDEMNIFY AND SAVE HARMLESS RAILROAD COMPANY, ITS PARENTS, AFFILIATES, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS AND TO ASSUME ALL LIABILITY FOR DEATH OR INJURY TO ANY PERSONS, INCLUDING, BUT NOT LIMITED TO, OFFICERS, EMPLOYEES, AGENTS, PATRONS AND LICENSEES OF THE PARTIES HERETO, AND FOR ALL LOSS, DAMAGE OR INJURY TO ANY PROPERTY, INCLUDING, BUT NOT LIMITED TO, THAT BELONGING TO THE PARTIES HERETO, TOGETHER WITH ALL EXPENSES, ATTORNEYS' FEES AND COSTS INCURRED OR SUSTAINED BY RAILROAD**

COMPANY, WHETHER IN DEFENSE OF ANY SUCH CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION OR IN THE ENFORCEMENT OF THE INDEMNIFICATION RIGHTS HEREBY CONFERRED, IN ANY MANNER OR DEGREE CAUSED BY, ATTRIBUTABLE TO OR RESULTING FROM THE EXERCISE OF THE RIGHTS HEREIN GRANTED, OR THE FAILURE OF LICENSEE TO CONFORM TO CONDITIONS OF THIS LICENSE, WORK PERFORMED BY RAILROAD COMPANY FOR LICENSEE UNDER THE TERMS OF THIS LICENSE OR THE CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, ALTERATION, CHANGE, RELOCATION, EXISTENCE, PRESENCE, USE, OPERATION OR REMOVAL OF ANY STRUCTURE INCIDENT THERETO, OR FROM ANY ACTIVITY CONDUCTED ON OR OCCURRENCE ORIGINATING ON THE AREA COVERED BY THIS LICENSE, REGARDLESS OF ANY NEGLIGENCE OF RAILROAD COMPANY, ITS OFFICERS, EMPLOYEES AND AGENTS. SAID LICENSEE AGREES ALSO TO RELEASE, INDEMNIFY AND SAVE HARMLESS RAILROAD COMPANY, ITS OFFICERS, EMPLOYEES AND AGENTS FROM ALL LIABILITY TO LICENSEE, ITS OFFICERS, EMPLOYEES, AGENTS OR PATRONS, RESULTING FROM RAILROAD OPERATIONS AT OR NEAR THE AREA IN WHICH LICENSE IS TO BE EXERCISED, WHETHER OR NOT THE DEATH, INJURY OR DAMAGE RESULTING THEREFROM MAY BE DUE TO WHOLE OR IN PART TO THE NEGLIGENCE OF RAILROAD COMPANY, ITS OFFICERS, EMPLOYEES OR AGENTS. AT THE ELECTION OF RAILROAD COMPANY, LICENSEE, UPON NOTICE TO THAT EFFECT, SHALL ASSUME OR JOIN IN THE DEFENSE OF ANY CLAIM BASED UPON ALLEGATIONS PURPORTING TO BRING SAID CLAIM WITHIN THE COVERAGE OF THIS SECTION.

Before commencing work and until this License shall be terminated, Licensee shall provide and maintain the following insurance in form and amount with companies satisfactory to and as approved by Railroad Company.

- a. Statutory Workers Compensation and Employer's Liability insurance.
- b. Automobile Liability in an amount not less than \$1,000,000 dollars combined single limit.
- c. Commercial General Liability (occurrence form) in an amount not less than \$5,000,000 dollars per occurrence, with an aggregate limit of not less than \$10,000,000 dollars. The Policy must name Railroad Company and its Parents as additional insureds in the following form:

Railroad Company name and its Parents  
Attn: Edd Baswell  
17641 South Ashland Avenue  
Homewood, IL 60430  
708.332.6673 (office)  
Edd.Baswell@cn.ca

If the commercial general liability policy required herein contains any exclusions related to doing business or undertaking construction or demolition on, near, or adjacent to railroad facilities; such exclusion must be removed through issuance of endorsement CG 24 17, or a similar endorsement approved by Railroad Company in its sole discretion prior to the commencement of work hereunder.

- d. In the event the privileges provided herein to Licensee involve any work that could result in the discharge, spillage, disposal, release or escape of any Hazardous Material or petroleum product onto the Railroad Company's property, Licensee shall purchase and maintain in effect at all times during the term of this License a Contractor's Pollution Liability policy in an amount not less than two

million dollars (\$2,000,000) combined single limit (and with a deductible not to exceed \$50,000) insuring Railroad against any and all damages, costs, liabilities and expenses resulting from on- or off-site bodily injury (including death to any person), on or off-site loss, damage or destruction of property (including that belonging to the parties hereto), and on-or off-site cleanup costs (including expenses incurred in the investigation, removal, remediation, neutralization, or immobilization of contaminated soils, surface water, groundwater or any other contamination) growing out of or incidental to any discharge, spillage, disposal, release, or escape of any Hazardous Material or petroleum product arising therefrom. For purposes of this Agreement, the term "Hazardous Material" shall include, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601, et seq.), similar laws or ordinances enacted by any state, county or municipality in which the Property is located, or in the regulations adopted and publications promulgated pursuant to any of the above, as such laws or regulations now exist or may exist in the future.

Licensee is required to advise Railroad Company by thirty (30) day advance written notice when any work to be performed under this License may require Pollution Liability Insurance pursuant to the previous paragraph.

Before commencing work, Licensee shall deliver to Railroad Company a certificate of insurance evidencing the foregoing coverage, and upon request, Licensee shall deliver a certified, true and complete copy of the policy or policies at its sole cost and expense. The policies shall provide for not less than thirty (30) days prior written notice to Railroad Company of cancellation of or any material change in, the policies, and shall contain the waiver of right of subrogation.

It is understood and agreed that the foregoing insurance coverage is not intended to, and shall not, relieve Licensee from or serve to limit Licensee's liability under the indemnity provisions of this License or any applicable agreement.

It is further understood and agreed that, so long as this License shall remain in force or until the Licensee's work is complete and Licensee shall have vacated the Railroad Company's property (whichever shall be later), Railroad Company shall have the right, from time to time, to revise the amount or form of insurance coverage provided as circumstances or changing economic conditions may require. Railroad Company shall give Licensee written notice of any such requested change at least thirty (30) days prior to the date of expiration of the then existing policy or policies; and Licensee agrees to, and shall, thereupon provide Railroad Company with certificates reflecting such revised policy or policies thereof.

If a contractor is to be employed by Licensee, then, before any work is commenced hereunder, Licensee shall establish, to the reasonable satisfaction of Railroad Company, that either (i) the contractor has in place insurance policies covering its own work that comply with the required insurance coverages, limits and terms applicable to Licensee, or (ii) the contractor is fully covered under Licensee's insurance policies.

Railroad Company's exercise or failure to exercise any rights under this License shall not relieve Licensee of any responsibility under this License, including, but not limited to, the obligation to indemnify Railroad Company as herein provided.

Cost and expense for work performed by Railroad Company, as referred to in this License, shall consist of the actual cost of labor, materials, equipment and other plus Railroad Company's standard additives in effect at the time the work is performed.

This License is revocable at the option and discretion of Railroad Company upon notice to Licensee, and shall not be transferred or assigned. Unless sooner revoked by Railroad Company, extended at request of Licensee and granted by Railroad Company in writing, or relinquished by act of Licensee, this License shall terminate on \_\_\_\_\_ .

Upon termination of this License, Licensee shall remove all of its property, leaving Railroad Company's premises in a neat and safe condition satisfactory to Railroad Company's Engineering Manager or their authorized representative, failing which Railroad Company may remove said materials from its premises at Licensee's sole cost, risk and expense, or at its option, may deem such property as abandoned and henceforth owned by Railroad Company, with no compensation for Licensee whatsoever.

**ILLINOIS CENTRAL RAILROAD COMPANY**

By: \_\_\_\_\_

John W. Dinning

Manager Public Works

ACCEPTED:

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## SPECIAL PROVISIONS

### RELATIVE TO FLAGGING AND OTHER PROTECTION OF RAILROAD COMPANY TRAFFIC AND FACILITIES DURING CONSTRUCTION ADJACENT AND ABOVE, ON OR ACROSS, THE PROPERTY OF, OR ON, ABOVE AND BENEATH THE TRACKS OF THE ILLINOIS CENTRAL RAILROAD COMPANY

The Licensee shall, before entering upon the property of Railroad Company for performance of any work, secure a fully executed right of entry license from Railroad Company's Engineering Manager or their authorized representative for the occupancy and use of Railroad Company's property. Licensee shall confer with Railroad Company relative to requirements for railroad clearances, operation and general safety regulations.

Prior to any entry onto Railroad Company's property, employees and/or contractor(s) of Licensee doing work shall determine by the guidelines hereinafter provided and by the work to be performed the level of safety training to be required.

All employees and/or contractor(s) of Licensee not hired by Railroad Company that will work on CN property are required to have minimum [www.contractororientation.com](http://www.contractororientation.com).

- a. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

All employees and/or contractor(s) of Licensee hired by Railroad Company which will work on Railroad Company property are required to have minimum CN Safety and Security Awareness training, in addition to undergoing a background check. This training and background check must be obtained through the eRailSafe.com website. If not done before, the contractor must contact CN Special Agent James Conroy at 708-332-5947 or James.Conroy@cn.ca to be issued a vendor number prior to accessing the noted website. Minimum information required of the Licensee and/or their contractor when contacting either Special Agent James Conroy or e-RailSafe is Name, Address, Telephone, Contact Person for State Projects, DOT Contract Number, and the AAR/DOT Number. This training is good for a period of two years.

- a. EXCEPTION: Railroad Company has exempted those employees of contractors providing paving services at a road crossing under construction or repair from this requirement.
- b. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

All employees and/or contractor(s) of Licensee hired by Railroad Company, whose duties include and who are engaged in the inspection, construction, maintenance, or repair of railroad track, bridges, roadway, signal and communication systems, roadway facilities, or roadway machinery that will work foul of or have the potential to foul a live track are considered Roadway Workers under FRA regulations and CN Policy. They must complete the On-Track Safety Training course approved by Railroad Company and provided by R.R. Safety – AMR, P.O. Box 75, Lomira, WI 53048, telephone (920) 517-1677, email rrsafetytraining@yahoo.com. This training must be repeated at least once each calendar year.

- a. EXCEPTION: Railroad Company has exempted those employees of contractors providing paving services at a road crossing under construction or repair from this requirement.
- b. EXCEPTION: Railroad Company has exempted those it classifies as "Delivery Persons" from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.
- c. All the employees and/or contractor(s) of Licensee who will operate on-track machinery or those who will provide protection for other employees and/or contractor(s) of Licensee must also be trained on CN US Operating Rules pertaining to their duties. They must take and pass the required examination. This training is good for a period of two years.
- d. "Potential to foul a live track" is considered, at a minimum, to be working within twenty-five feet of the track; or as otherwise to be determined by CN Design & Construction Department.

The employees, contractor(s), and/or agents of the Licensee and/or its contractor shall qualify for, and make available for inspection to Railroad Company's employees or other authorized personnel at all times while on Railroad Company property, a photo identification issued by [www.e-railsafe.com](http://www.e-railsafe.com), along with at least one other government-issued form of identification. Licensee and/or their contractor shall bear all costs of compliance with the requirements of this Section. Railroad Company reserves the right to bar any of employees or agents of Licensee and/or their contractor from Railroad Company's property at any time for any reason.

Licensee and/or any contractor engaged on their behalf, shall at all times conduct work in a manner satisfactory to the Engineering Manager of Railroad Company, or their authorized representative, and shall exercise care so as to not damage the property of Railroad Company, or that belonging to any other grantees, licensees, permittees or tenants of Railroad Company, or to interfere with railroad operations.

Engineering Manager of Railroad Company, or their authorized representative, will at all times have jurisdiction over the safety of railroad operations. The decision of the Engineering Manager or their authorized representative as to procedures which may affect the safety of railroad operations shall be final, and Licensee and/or their contractor shall be governed by such decision.

All work shall be conducted in such a manner as will assure the safety of Railroad Company. Railroad Company's authorized representative shall have the right, but not the duty, to require certain procedures to be used or to supervise the work on Railroad Company's property.

Should any damage occur to Railroad Company property as a result of the authorized or unauthorized operations of Licensee and/or their contractor and Railroad Company deems it necessary to repair such damage or perform any work for the protection of its property or operations, the Licensee and/or their contractor, as the case may be, shall promptly reimburse Railroad Company for the actual cost of such repairs or work. For the purpose of these Special Provisions, actual cost shall be deemed to include the direct cost of any labor, materials, equipment, or contract expense plus Railroad Company's current standard additives in each instance.

If the work requires the construction of a temporary grade crossing across the track(s) of Railroad Company, Licensee and/or their contractor shall make the necessary arrangements

and execute Railroad Company's temporary grade crossing agreement for the construction, protection, maintenance, and later removal of such temporary grade crossing. The cost of such temporary grade crossing construction and later removal shall be prepaid to Railroad Company. Additional costs for repairs, maintenance or protection will be paid within thirty (30) days upon receipt of bill(s) therefor.

Licensee and/or their contractor shall at no time cross Railroad Company's property or tracks with vehicles or equipment of any kind or character, except at such temporary grade crossing as may be constructed as outlined herein, or at any existing and open public grade crossing. Operation over such crossing shall be at the direction and method of Railroad Company's Engineering Manager or their authorized representative.

Railroad Company may, at Licensee's and/or their contractor's sole cost, risk and expense, furnish whatever protective services it considers necessary, including, but not limited to, flagger(s), inspector(s), and stand-by personnel. Flagging protection, inspection services, or standby personnel required by Railroad Company for the safety of railroad operations because of work being conducted by Licensee and/or their contractor, or in connection therewith, will be provided by Railroad Company and the cost of Licensee and shall be prepaid to Railroad Company by Licensee and/or their contractor. Flagging protection, inspection services, or standby personnel, necessary or provided in excess of prepayment amounts will be billed at the proper rates and will be promptly paid by overnight delivery.

In the event Railroad Company is unable to furnish protective services at the desired time or on the desired date(s), or if Licensee's prepayment for such services is exhausted and not replenished by Licensee and/or their contractor, Licensee and/or their contractor shall not perform any work on Railroad Company's property until such time and date(s) that appropriate Railroad Company services can be made available and/or appropriate prepayment is received. It is understood that Railroad Company shall not be liable for any delay or increased costs incurred by Licensee and/or their contractor owing to Railroad Company's inability or failure to have appropriate protective services available at the time or on the date requested.

Licensee and/or their contractor shall request and secure flagging protection by written notice to Railroad Company using CN's "Request for Flagging Services" form. This form must be submitted at least ten (10) working days in advance of proposed performance of any work or access to Railroad Company's property.

Flagging protection will be required during any operation involving direct and potential interference with Railroad Company's tracks or traffic. This may include but is not limited to fouling of railroad operating clearances, reasonable proximity of accidental hazard to railroad traffic, work within twenty-five (25) feet horizontally of the nearest centerline of any railroad track, any work over any railroad track, or in any other condition that Railroad Company deems protective services necessary, which may include work on or off Railroad Company's property more than twenty-five (25) feet from the nearest centerline of any railroad track, such as any equipment extension (including but not limited to a crane boom) that will reach or has the potential to reach within twenty-five (25) feet of any track.

Licensee and/or their contractor shall request, prepay, and secure Railroad Company signal facility locates by written notice to Railroad Company along with submission of CN's "Request for Flagging Services" form at least ten (10) working days in advance of proposed performance of any work or access to Railroad Company property. Notice to Railroad Company does not fulfill or satisfy any other notification requirements for utility locates for non-railroad facilities.

Railroad Company may require that prior to digging, trenching, or boring activities on or near Railroad Company property, or beneath any railroad track, an on-site meeting be

conducted with Railroad Company's Signal Department representative. No digging, trenching or boring activities shall be conducted in the proximity of any known buried Railroad Company signal cables without Railroad Company's Signal Department representative being present.

The rate of pay for Railroad Company employees will be the prevailing hourly rate for not less than eight (8) hours for the class of labor at regular rates during regularly assigned work hours, and at overtime rates outside of regular hours and in accordance with Labor Agreements or Schedules plus Railroad Company's current standard additives in each instance.

Wage rates are subject to change, at any time, by law or agreement between Railroad Company and employees, and may be retroactive because of negotiations or a ruling by an authorized Governmental Agent. If the wage rates are changed, Licensee and/or their contractor shall pay on the basis of the new rates and/or additives.

No digging, trenching, or boring on Railroad Company property shall be conducted without Railroad Company's written approval of the plans that were furnished to Railroad Company's Engineering Manager at least thirty (30) in advance of the excavation.

The following temporary clearances are the minimum that must be maintained at all times during any operation on or adjacent to Railroad Company property:

- Vertical: 22'-0" (7.00 m) above top of highest rail within 12'-0" (3.81 m) of the centerline of any track
- Horizontal: 12'-0" (3.81 m) from centerline of the nearest track, measured at right angles thereto

If lesser clearances than the above are required for any part of the work, Licensee and/or their contractor shall secure written authorization from Railroad Company's Engineering Manager for such lesser clearances in advance of the start of that portion of the work.

No materials, supplies, or equipment will be stored within twenty-five (25) feet from the centerline of any railroad track, measured at right angles thereto.

Licensee and/or their contractor will be required upon the completion of the work to remove from within the limits of Railroad Company's property all machinery, equipment, surplus materials, false work, rubbish or temporary buildings, and to leave said property in a condition satisfactory to the Engineering Manager of Railroad Company or their authorized representative.

Nothing in these Special Provisions shall be construed to place any responsibility on Railroad Company for the quality or conduct of the work performed by Licensee and/or their contractor hereunder. Any approval given or supervision exercised by Railroad Company hereunder, or failure of Railroad Company to object to any work done, material used, or method of operation shall not be construed to relieve Licensee and/or their contractor of any obligations pursuant hereto or under the License these Special Provisions are appended to.

Accepted: \_\_\_\_\_

Print Name: \_\_\_\_\_

## REQUIREMENTS REGARDING FLAGGING AND CABLE LOCATION FOR CONSTRUCTION ON CN

(Hereinafter called "Railroad")  
(Revised: Effective August 1<sup>st</sup> 2013)

NOTE: Flagging and/or Cable Locate fees may apply

A utility or contractor shall not commence, or carry on, any work for installation, maintenance, repair, changing or renewal of any FACILITY, under, over or on RAILROAD property at any location without giving notice to the RAILROAD authorized representative at the RAILROAD's office located at Pontiac, Michigan, Phone (248) 452-4705; and if, in the opinion of the RAILROAD the presence of an authorized representative of the RAILROAD is required to supervise the same, the RAILROAD shall render bills to the utility or contractor for all expenses incurred by it for such supervision. This includes all labor costs for flagmen or cable locate supplied by the RAILROAD to protect RAILROAD operation, and for the full cost of furnishing, installation and later removal of any temporary supports for said tracks, as the RAILROAD's Chief Engineer's Office may deem necessary.

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

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

**Cost for a cable locate is \$250.00, which is to be prepaid by check before installation is to begin.**

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

Exceptions to this rule will require the express approval from CN Engineering.

**Prior to any project being started, the RAILROAD requires a "Request for Flagging Services" form to be completed and submitted; including check for prepayment based on the number of days and hours flagman protection will be required.**

# Request for Flagging Services and Cable Location Southern Region

Inquiries may be directed to:

Mary Ellen Carmody  
US -Audit Officer CN  
700 Pershing Street  
Pontiac, Michigan 48340  
(248) 452-4705  
maryellen.carmody@cn.ca

Date submitted: \_\_\_\_\_

I: \_\_\_\_\_ with: \_\_\_\_\_, am requesting that flagging  
(Name) (Company Name)

protection be provided for \_\_\_\_\_ Is this a continuation of an existing project? Yes  No   
(Project Name)

All blanks below **must be completely filled in** before any flagman request will be honored.

Project Location: \_\_\_\_\_

RR milepost \_\_\_\_\_ Street/Intersection: \_\_\_\_\_

Right of Entry/License/Permit No.: \_\_\_\_\_ Dated: \_\_\_\_\_ Railroad: \_\_\_\_\_  
**\*\* You must have an agreement with CN railroad subsidiary, such as a Right of Entry, Permit or Formal Agreement and proof of insurance. You must have flagman protection before you can enter the property.**

Contractor's Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Anticipated # of Days Protection is needed : \_\_\_\_\_ Specific Dates Flagging needed: \_\_\_\_\_, \_\_\_\_\_,

Project Starting time: \_\_\_\_\_ Anticipated Ending Time: \_\_\_\_\_ Anticipated # Hours per Day: \_\_\_\_\_ hrs.\*  
\* Flagmen start and end time may vary based on type of protection required.

Location for flagman to report: \_\_\_\_\_

Description of work to be performed \_\_\_\_\_

Railroad Cable Locate Required? Yes  No

**A prepayment check MUST be sent and received at the address shown at the top of this page before flagman protection will be scheduled. The amount of prepayment is based on the number of days and hours flagman protection is required. The base rate per day for flagman protection is \$1,300.00 for 10 hours, this includes 2 overtime hours to set flags. Additional overtime hours will be billed at the rate of \$150.00 per hour. Weekend and Holidays should be prepaid at the overtime rate of \$150.00 per hour or \$1,500.00 for 10 hours. Any Prepayment for overtime hours not used will be refunded. Cost for cable locate is \$250.00, and must be prepaid as well before installation begins. Separate checks should be sent for cable locate and flagging protection. Checks should be made payable to the railroad subsidiary listed on your Right of Entry, Permit or Formal Agreement.**

**A Prepayment check and Proof of Insurance MUST accompany this form and be received prior to the beginning of this project. Flagman will be provided at your cost, depending on availability, within five (5) business days. If the project runs longer than originally anticipated, MaryEllen Carmody must be contacted by email and an additional check must be submitted before work can resume. Rates are Effective August 1<sup>st</sup> 2013.**

**\*\*ALL blanks must be completely filled\*\***

**Billing Information:**

Company Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Company Phone: \_\_\_\_\_ Company Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
(REQUIRED)

I agree to pay for flagging services as requested: \_\_\_\_\_

(SIGN AND PRINT NAME)

Attach a map and location information and mail this form with cover letter on your company's letterhead, prepayment and proof of insurance to Mary Ellen Carmody at the above address.

EXHIBIT A



*Mississippi Department of Transportation*

## **TECHNICAL REQUIREMENTS**

**Woodrow Wilson Avenue Bridge over Mill Street  
Hinds County, Mississippi**

**Project Number  
DB/TCSP-7281-00(003)/106494-301000**

August 28, 2014

## **1.0 INTRODUCTION**

These Technical Requirements for Design and Construction provide the technical requirements for the Project. A list of terms used herein shall have the meaning as set forth in Special Provision No. 907-101-4 DB or Subsection 101.02 of Mississippi Standard Specifications for Road and Bridge Construction. Wherever in this document there is a reference to FHWA, AASHTO or other technical standards it is intended to refer to the list of contract required technical documents listed in Section 18.

### **1.1 Project Description**

The Project Scope is defined as indicated in Section 904 – Notice to Proposers No. 2618 DB and on the Contractor’s Schedule Certificate.

### **1.2 Plan Set Development**

The development of the construction drawings for the Project shall follow MDOT’s standard format for construction plans. The Released for Construction drawings each shall be prepared so that the Released for Construction drawings will form a portion of the overall Project set of drawings.

## 2.0 DESIGN AND CONSTRUCTION RESPONSIBILITIES

### 2.1 Design Criteria

It shall be the responsibility of the Contractor to design the Project using English units in accordance with the design criteria contained in these Technical Requirements.

The Contractor shall provide a completed set of construction plans with each sheet signed and sealed by a Professional Engineer licensed by the State of Mississippi.

Construction plans will be developed in Microstation Version 8.1 or later and GeoPak or as agreed to by MDOT and the Contractor.

### 2.2 Design Review

#### 2.2.1 Design Review Requirements

Contractor shall submit the number of copies shown in **Table 2.2-1** for preliminary and final design. Each submittal by the Contractor shall also contain PDF versions of all drawings and PDF copies of all reports and other submittal items. PDF drawings shall be 22 inches X 36 inches and 300 DPI. Cross sections shall be submitted with final design submittal.

**Table 2.2-1  
Required Quantities—Construction Plan Sets**

Commission Use	Number of Plan Sets
30% and 100% Submittals	20 (11"x17" Plans Sheets)
RFC Submittals	See 2.2.5
As-Built Drawings	See 2.2.8
Specifications	20
Reports	6
Calculations	6

Responses to MDOT's comments shall be returned within fourteen (14) Calendar days after the comments have been provided.

#### 2.2.2 Preliminary Design Phase (Minimum 30% Plans)

The Contractor will prepare and submit one preliminary design submittal for all portions of work that are over the railroad property and another preliminary design submittal for the remaining portions of work. Preliminary design shall include bridge layouts (foundation plan, elevation view, and typical cross section), pavement marking, and traffic control plans. MDOT will review preliminary design submittals within twenty-one (21) days of the submittal. MDOT will provide any review comments. 11x17 plans are acceptable in the 30% and 100% submittals.

The Contractor shall submit a certification that the submittal complies with the Design Quality Control Plan.

The Contractor shall schedule a meeting to be held after the review period with MDOT to review the comments. The Contractor shall incorporate the comments into the final design submittal to MDOT's satisfaction, unless an explanation satisfactory to MDOT is provided explaining why a comment has not been addressed in the final design.

### **2.2.3 *Optional Design Review***

At the request of the Contractor, MDOT will provide optional design reviews on design packages. MDOT, as appropriate, will review optional design Submittals within fourteen (14) days. MDOT will provide any review comments.

The Contractor may schedule a meeting with MDOT to be held after the review period to review the comments. The Contractor shall incorporate the comments into the plans and specifications to MDOT's satisfaction, unless an explanation satisfactory to MDOT is provided explaining why a comment has not been addressed in the final design.

### **2.2.4 *Final Design Review Phases (100% Plans)***

After completion of the preliminary design, the final design may be broken down into packages (i.e. types of repairs, work by particular span or portion of the bridge, etc.) as determined by the Contractor as long as items of work that are over the railroad property shall be clearly denoted as such. Following completion of the design of a package, the Contractor shall prepare and submit a final design submittal for each package for review by MDOT. MDOT, as appropriate, will review the final design submittals within twenty-one (21) days. MDOT will provide any review comments. 11x17 plans are acceptable in the 30% and 100% submittals.

The Contractor shall schedule a meeting to be held after the review period with MDOT to review the comments. The Contractor shall incorporate the comments into the plans and specifications to MDOT's satisfaction, unless an explanation satisfactory to MDOT is provided explaining why a comment has not been addressed in the final design.

The final design submittal and any resubmittals required shall include drawings, details, specifications, computations, and supporting data to establish fully the intent of all construction to be accomplished. Final design submittals for bridges shall include the bridge load ratings and independent check calculations. All material shall be prepared under the supervision of and stamped by an engineer(s), surveyor(s), or architect, as appropriate, licensed to practice in the State of Mississippi.

The Contractor shall submit a certification that the submittal complies with the Design Quality Control Plan.

### **2.2.5 *Released for Construction Documents***

Following the incorporation of MDOT's comments from the final design review phase, the Contractor shall prepare and submit a Release for Construction (RFC) submittal to MDOT for MDOT's final review and Released for Construction stamp. Two (2) full size reproducible sets, two (2) half scale sets of plans, two (2) sets of Project specifications, two (2) sets of all reports and quantities for civil construction shall be submitted to MDOT. The Contractor shall have a Professional Engineer licensed in the State of Mississippi, stamp and sign each sheet of the plans. MDOT shall both stamp the plans and specifications

“Released for Construction” and return one (1) full size reproducible set to the Contractor or return comments within seven (7) days. Once plans/specifications are Released for Construction, the Contractor shall provide twenty (20) copies of half scale sets of plans to MDOT within seven (7) days. All half scale plan sets must be on 18” x 12” sheets.

The Contractor shall submit a certification that the submittal complies with the Design Quality Control Plan.

MDOT’s stamping of drawings as “Released for Construction” does not substantiate the adequacy or acceptability of the design or relieve the Contractor of its obligation to comply with all provisions of the Contract.

### **2.2.6 Request for Information (RFI) Process**

Any questions concerning clarification of the plans or specifications, substitutions or alternate concepts shall be submitted to the Engineer of Record for response with a copy to the Project Engineer. The Engineer of Record is responsible for providing the response to the Contractor. If the substitution or alternate concept is not acceptable to MDOT, then MDOT is responsible for providing a comment to the Engineer of Record and Contractor within 3 working days of receipt of the completed RFI (hard copy) and associated documents (if any). MDOT will provide either the response or a schedule of when a response will be completed. If MDOT does not have an objection, and the Engineer of Record provides a clarification to the RFI then the Engineer of Record shall provide a response to the RFI and return the completed RFI to the Contractor. The Contractor will then submit the RFI to MDOT.

If the Engineer of Record agrees to a substitution or alternate concept then the RFI becomes a Request for Revision and follows the process detailed below.

The RFI shall use the attached form or similar document.

### **2.2.7 Request for Revision (RFR) Process**

Any revisions to the plans and specifications desired by Contractor or to correct deficiencies in the construction documents after the Submittal has been Released for Construction will require a Request for Revision (RFR). The Contractor shall submit a Request for Revision to MDOT. These shall be resubmitted to MDOT for review and re-release according to Section 2.2.5.

All Requests for Revision shall include the following: justification narrative, copies of pertinent correspondence, jurisdictional sign-off as necessary, any additional governmental approvals, index of impacted agencies with review comments and/or acknowledgements, preliminary drawings, engineering calculations and specifications, as necessary.

MDOT may accept or reject any Request for Revision. If MDOT accepts an RFR, the Contractor shall finalize all pertinent documentation, including final design drawings and specifications for final review and Release for Construction.

In no event shall the RFR process be used to change the Contract scope.

### **2.2.8 As-Built Drawings and Records**

1. Contractor Responsibilities. In addition to those documents set forth above, the Contractor shall provide to MDOT thirty (30) days after completion of a portion of the Project a complete set of record plans. Record drawings consist of the final design documents listed as follows: design plan CADD (Microstation) drawings, Geopak files and PDF files that incorporate all changes, including any adjustments, plan and profiles of relocated utilities, additions and deletions that occurred during construction. The Contractor shall certify that the record drawings are a true and correct representation of the Work as constructed.
2. Plan Revision Box. Information regarding major revisions to the plans shall be noted in a revision box on the plans. The information listed in the revision box shall include: the initiator of the revision, date, and a brief explanation of the nature of the revision.
3. Contents. In addition to the revisions that incorporated changes during construction, the record drawings shall include the following information gathered during construction:
  - a. The final plan details in plan, elevation and section for each unique repair or reconstruction detail utilized and bridge plan and elevation views depicting the location(s) of each particular repair or reconstruction detail as applied or during the project.
  - b. Other plan sheets detailing the design and construction of additional or new components of the project such as stabilization structures or other items of work.
  - c. The final profile of the bridge as repaired or reconstructed. The profile shall include the elevation along the centerline and a line three feet inboard of each gutter line. Points on the profile shall be taken at no greater than 25-foot intervals and shall include the beginning and end of each span.
  - d. Other plan sheets needed for design and construction including striping details.
  - e. If any structure has pile foundations, information concerning the pile driving operation shall be listed to include pile and driving equipment data, final pile bearing, elevation of pile tip when plan bearing was obtained, final pile tip elevation, original pile length, cut off, length in place, penetration into the ground, and pile driving analysis or wave evaluation analysis program data. This information shall be entered on each footing or bent sheet, or be included as a new sheet inserted immediately following the pertinent footing or bent sheet.
  - f. If any structure has drilled shaft foundations, information concerning the installation of the shaft shall be listed to include the drilled shaft report. This information shall be entered on each footing or bent sheet, or be included as a new sheet inserted immediately following the pertinent footing or bent sheet.
  - g. The verification of the final location of all existing and relocated utility lines and electrical conduit lines & structures that are within the Project Right-of-Way.
  - h. All shop drawings in hard copy and PDF format.

4. Submission Requirements. Record drawings shall be submitted as follows:
  - a. Roadway Drawings: two full size (36 inch x 22 inch) on bond paper.
  - b. Bridge Drawings: one full size (36 inch X 22 inch) on bond paper.
  - c. One half-scale (Roadway and Bridge) (18" x 12") bond paper copy and one copy on compact disc in a format acceptable to MDOT. The levels and symbology of the record CADD drawings shall conform to MDOT standard levels and symbology used to develop the design drawings for the Project.

## **2.3 Project Management**

The Contractor shall be responsible for ensuring that the Project is constructed in conformance with the Contract, all referenced documents and specifications, and applicable Laws.

The Contractor shall provide Project management services sufficient to supervise the activities of its subcontractors. The Contractor shall provide a sufficient number of persons on Site to provide for the construction management of the Project.

The Contractor shall attend meetings when requested by MDOT. The meetings shall include the Contractor's Project Director or his designee, the Construction Manager and the Construction Superintendent. The meeting will not be requested more than once weekly during the construction period.

All meetings between MDOT and the Contractor shall have meeting minutes prepared by the Contractor. The meeting minutes shall be completed and sent to MDOT for concurrence within five (5) days of the meeting.

Without relieving the Contractor of any of its responsibilities under the Contract, the Construction Manager must be present on the project, full time as the Work is performed.

The Project Director will have full authority to make the final decisions on behalf of the Contractor and have responsibility for communicating these decisions directly to MDOT.

Without relieving the Contractor of any of its responsibilities under the Contract, MDOT will provide representatives assigned to the Project to monitor the Project progress and provide necessary coordination between MDOT and the Contractor. MDOT and Federal Highway Administration (FHWA) representatives will have full and complete access to the Project, the Work in progress, the Daily Diaries, and to other technical documents and Project records associated with design, construction, materials, quality control, materials installation, and testing. MDOT representatives shall be given seventy-two (72) hours advance notice and have the opportunity to participate in any meetings that may be held concerning the Project or the relationship between the Contractor and their consultants and subcontractors when such meetings are associated with technical matters, progress, or quality of the Project. As used in this paragraph, "notice" shall require actual written notice to the Project Engineer.

All correspondence to MDOT from the Contractor shall be accompanied by a transmittal using a sequential document number. Each transmittal will be addressed to the Engineer and will list the Project name and Project number. This will be followed by a subject reference that will be used as the document name. All correspondence is to be signed by the Project Director. Any other form of correspondence will

not be considered as binding. Emails to various team members will also be entered into document control, but will not be considered as official correspondence for purposes of direction unless backed up with a signed hard copy.

The Contractor shall provide a monthly status report with the monthly pay estimate, on all design submittals, Requests for Information and Requests for Revision.

## 2.4 Key Personnel

The Contractor shall maintain a directory of Key Personnel and contact numbers and shall provide at least one copy to MDOT and maintain a copy on-site. Key Personnel will include:

1. **Project Director** – The Project Director shall be the primary person in charge of and responsible for delivery of the Project in accordance with the contract requirements. The Project Director shall have full authority to make the final decisions on behalf of the Proposer and during the procurement and pre-construction phases, have responsibility for communicating these decisions directly to MDOT as the Proposer’s main point of contact.
2. **Lead Design Engineer** – The Lead Design Engineer shall be in charge of and responsible for all aspects of the design of the Project. The Lead Design Engineer is required to be a Professional Engineer licensed in the State of Mississippi. Mississippi registration is not required to propose on the Project but is required prior to commencement of the work.
3. **Construction Manager** – The Construction Manager reports directly to the Project Director and shall be responsible for the overall coordination of the Project including design and construction. The Construction Manager must be present at the site full-time. During the construction phase of the project, the Construction Manager shall be the Contractor’s main point of contact with MDOT.
4. **Construction Superintendent** should have a minimum of five (5) years of experience in supervising projects of similar scope and magnitude.
5. **Safety Officer** should demonstrate knowledge of current OSHA requirements and at a minimum have completed the OSHA 10-Hour Construction Training.
6. **Traffic Control Manager** should have knowledge of the *Manual of Uniform Traffic Control Devices* (MUTCD), and have a minimum of five (5) years of experience with projects of a similar scope and magnitude. This Key Individual shall be available on a twenty-four (24) hour per day basis throughout construction and be prepared to coordinate response to the Project upon notification of an emergency situation.

Modifications to the Proposer’s Key Individuals listed in the Proposer’s Statement of Qualifications are discouraged and could result in poor performance evaluations at project closeout. MDOT will not approve requests for modification without proper justification. Examples of justification include death of a team member, changes in employment status, bankruptcy, inability to perform, organizational conflict of interest, or other such significant cause. In order to secure MDOT’s approval after the award of the contract, a written request shall be forwarded to the MDOT Chief Engineer. The request shall include:

- a) The nature of the desired change,
- b) The reason for the desired change, and
- c) A statement of how the desired change will meet the required qualifications for the position/responsibility.

No such modification will be made without prior MDOT approval.

## 2.5 Deliverables

At a minimum, the Contractor shall submit the following to MDOT:

<b>Deliverable</b>	<b>Review and Comment</b>	<b>Schedule</b>	<b>Reference Section</b>
Preliminary Design Submittal	✓	At the end of Preliminary Design	2.2.2
Final Design Submittal	✓	As Needed	2.2.4
Release for Construction Submittal	✓	Prior to Construction	2.2.5
Request for Information		As Needed	2.2.6
Request for Revisions	✓	As Needed	2.2.7
Governmental Approvals and Permits		Seven (7) days after any correspondence is sent or received	II.D.2 of Section 902
Monthly Status Report	✓	Monthly	2.3

### **3.0 QUALITY CONTROL/QUALITY ASSURANCE (QC/QA)**

The Contractor shall prepare and submit a Design Quality Control Plan and a Construction Quality Control Plan.

#### **3.1 Design Quality Control Requirements**

The Contractor shall prepare and submit for MDOT's review and approval a Design Quality Control Plan (DQCP) for the Work. The DQCP shall be submitted to MDOT within seven (7) days from issuance of Notice to Proceed (NTP). The DQCP shall contain complete procedures for the implementation of the DQCP. The DQCP shall include the requirements specified below. No submittal for design review shall be made to MDOT until the applicable sections of the DQCP have been approved by MDOT.

1. Design Quality Control Manager: The Design Quality Control Manager's responsibilities shall be limited to administering contracts with the independent firms, managing and ensuring Contractor compliance with the DQCP, resolution of quality related issues and certifying submittals comply with the Design Quality Control Plan. Note: These responsibilities cannot be delegated to another person.
2. Documentation: The Contractor shall maintain records of all independent checking of calculations and independent plan checking performed. These records shall be under the physical control of the Design Quality Control Manager in a form acceptable to MDOT. Bridge design and checking shall be completed in accordance with MDOT's policies.
3. Reporting Functions: The Design Quality Control Manager shall furnish to MDOT a quality report with each submittal. This report shall include, as a minimum:
  - Summary of QC activities related to the submittal; and
  - Quality problems and resolutions.

#### **3.2 Construction Testing Requirements**

The Contractor is required to provide the necessary oversight and management to accomplish all the repairs chosen by the Contractor. MDOT will provide Inspection and Job Acceptance Testing of materials for all items of work. MDOT's Inspection and Job Acceptance Testing does not relieve the Contractor of any requirements for component materials or the finished product required by the contract; however, the Contractor will not be required to provide Quality Control testing.

#### **3.3 MDOT's Construction Job Acceptance**

MDOT will perform or cause to be performed Job Acceptance Testing and Inspection.

All materials and every part of the Work shall be subject to MDOT's Job Acceptance inspection and testing, as well as independent assurance testing by MDOT. MDOT, FHWA and all duly Authorized Representatives shall be allowed access to all parts of the Work and shall be furnished with information and assistance by the Contractor, as required, to make complete and detailed inspections and to do any testing that such representatives deem appropriate.

All sampling and testing will be in accordance with existing AASHTO, ASTM, or test methods used by MDOT. The Contractor shall cooperate with MDOT to allow the necessary testing to be conducted prior to proceeding to the next operation.

In addition, MDOT may perform additional tests to ensure that proper sampling and testing procedures are being followed and that testing equipment is functioning properly. This testing may consist of observing Contractor and MDOT personnel, as well as taking split samples for the purposes of comparison testing.

Sampling frequency is defined in the MDOT Standard Operating Procedure TMD 20-04-00-0000.

### 3.4 MDOT Inspection and Testing

All materials and every part of the Work shall be subject to MDOT’s Job Acceptance inspection and testing, as well as independent assurance testing by MDOT. MDOT, FHWA and all duly Authorized Representatives shall be allowed access to all parts of the Work and shall be furnished with information and assistance by the Contractor, as required, to make complete and detailed inspections and to do any testing that such representatives deem appropriate. All inspections and all tests conducted by MDOT and/or its duly authorized representatives that meet the acceptance standards constitute acceptance of the materials or Work tested or inspected.

### 3.5 Contractor’s Obligation

MDOT’s testing in no way relieves the Contractor of its obligation to comply with the Contract requirements. All materials incorporated into the Project shall meet or exceed Contract requirements and specifications. Further, any testing by MDOT will not relieve Contractor of any of its warranty obligations.

### 3.6 Deliverables

At a minimum, the Contractor shall submit the following to MDOT for review or comments:

<b>Deliverable</b>	<b>Review and Approve</b>	<b>Schedule</b>	<b>Reference Section</b>
Design Quality Control Plan	✓	Seven (7) days following NTP	3.1
Design Quality Reports		With each submittal	3.1
Construction Quality Reports		Monthly	3.2

## **4.0 NOT USED**

## **5.0 ENVIRONMENTAL COMPLIANCE**

### **5.1 Compliance with Environmental Commitments**

The Contractor shall comply with all environmental commitments and requirements in the NEPA Approval including, but not limited to, the following:

1. The provisions of all environmental permits applicable to the Project, including any restrictions and agreements specifically agreed to or entered into by MDOT in obtaining permits for the Project.
2. Those stipulations and conditions under which the MTC and/or MDOT received the NEPA Approval and any modifications resulting from the re-evaluation of the document.
3. Applicable Laws and regulations relating to potential or actual Hazardous Material that may be encountered in the course of carrying out the Contract.
4. Carrying out all necessary social, economic and environmental studies required by regulatory authorities in the course of the construction.
5. Updating or extending approved permits obtained by the Contractor.

### **5.2 Design Phase**

All plans and designs are to be prepared in accordance with all of the environmental commitments/requirements outlined in the Special Provisions and Notice to Proposers of this Contract and all environmental commitments in the NEPA Approval. The Lead Design Engineer shall assure MDOT that all plans and designs have been prepared in accordance with all of the environmental commitments/requirements by certified letter at the RFC submittal.

### **5.3 Preconstruction Conference(s)**

The Contractor shall conduct one (or more, if appropriate) pre-construction conference(s) prior to any construction activity to discuss environmental and permitting issues, which conference shall include all subcontractors, and to the extent feasible, representatives from the U.S. Army Corps of Engineers, the Mississippi Department of Wildlife, Fisheries, & Parks, the Mississippi Department of Environmental Quality, the FHWA, the Contractor, MDOT, and others as deemed necessary.

### **5.4 Construction Phase(s)**

The Contractor shall be responsible for compliance with all of the environmental commitments/requirements outlined in the Special Provisions and Notice to Proposers as provided in environmental commitments contained within the NEPA Approval. The commitments/requirements shall be complied with during all phases of the construction activities. Upon completion of the Construction Work, the Contractor shall certify that all construction activities have complied with all of the environmental commitments/requirements. MDOT will have the authority to suspend all Work for non-compliance with the environmental commitments/requirements.

## **5.5 Protection of Archeological and Paleontological Remains and Materials**

1. If archeological or paleontological remains are uncovered, the Contractor shall immediately halt operation in the area of the discovery and notify MDOT.
2. Archeological remains consist of any materials made or altered by man which remain from historic or prehistoric times (*i.e.* older than 50 years). Examples include old pottery fragments, metal, wood, arrowheads, stone implements or tools, human burials, historic docks, structures or not recent (*i.e.* older than 100 years) vessel ruins. Paleontological remains consist of old animal remains, original or fossilized, such as teeth, tusks, bone, or entire skeletons.
3. MDOT will have the authority to suspend the Work for the purpose of preserving, documenting, and recovering the remains and materials of archeological and paleontological importance for the State. The Contractor shall carry out all instructions of MDOT for the protection of archeological or paleontological remains, including steps to protect the Site from vandalism and unauthorized investigations, from accidental damage and from dangers such as heavy rainfall or runoff.

## **5.6 Wetlands and Water Quality Mitigation**

1. The Contractor shall fulfill the terms and conditions of both the Clean Water Act Section 404 permit and the Section 401 Water Quality Certification, as required by the U.S. Army Corps of Engineers and the Mississippi Department of Environmental Quality, respectively. The Contractor shall be responsible for all stream and/or wetland mitigation required to fulfill permitting requirements resulting from additional impacts which are outside the limits of the permit obtained by MDOT.
2. The Contractor shall maintain the natural low flow characteristics of all stream crossings, including temporary crossings as required in the approved permits.
3. The Contractor shall provide the following list of deliverable items for any additional mitigation required for impacts outside the limits of the permit obtained by MDOT:
  - Wetland and stream mitigation engineering drawings;
  - Constructed wetland and stream mitigation that meets standards of regulating agencies;
  - Certificate of completed mitigation.
4. If the Contractor's work extends outside of the Programmatic Categorical Exclusion obtained by MDOT the Contractor shall provide:
  - Copy of permit applications;
  - Copy of approved permits; and

- Certificate of completed mitigation.

## **5.7 Regulatory Compliance**

The Contractor shall be responsible for all fines and penalties that may be assessed by an agency with jurisdiction in connection with the Contractor's failure to comply with applicable Environmental Laws or Environmental Approvals. Further, it shall be the Contractor's responsibility to correct, at its own expense, any violations caused by the Contractor. Immediately upon receiving a written notice of violation or similar notification, the Contractor shall notify MDOT and provide all correspondence and details of the resolution of these warnings and/or violations.

## **5.8 Hazardous Material**

### ***5.8.1 Contractor Responsibilities***

The Contractor shall be responsible for the proper handling, storage, remediation, or disposal of any materials, wastes, substances and chemicals deemed to be hazardous under applicable state or federal law, (hereinafter "Hazardous Substances"). The Contractor shall be responsible for the proper assessment, disposal, or remediation of all Hazardous Substances identified during the NEPA process. The Contractor shall be responsible for the proper handling of any Hazardous Substances introduced to the project site by the Contractor or any subcontractors and their agents. Upon encountering any Hazardous Substances not previously identified, the Contractor shall stop Work immediately in the affected area and duly notify MDOT and, if required by state or federal law, all government or quasi-government entities with jurisdiction over the Project or site.

### ***5.8.2 Commission Responsibilities***

Upon receiving notice of unidentified Hazardous Substances, the Commission will take necessary measures required to ensure that the Hazardous Substances are handled in accordance with local, state, and federal requirements. Such necessary measures will include the Commission either (i) retaining qualified independent firm or (ii) negotiating a supplemental agreement with the Contractor.

### ***5.8.3 Resuming Work***

The Contractor shall resume Work at the affected area of the Project only after written notice from MDOT in the case of Hazardous Substances unidentified in the remediation plan that the (i) Hazardous Substances have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project.

### ***5.8.4 Contractor's Hazardous Materials***

The Contractor is responsible for Hazardous Materials brought to the Project by the Contractor, the Contractor's design consultants, subcontractors and suppliers or anyone the contractor has responsible charge over. The Contractor is responsible for negligent or willful acts by the Contractor, Contractor's design consultants, subcontractors and suppliers or anyone for whose acts they may be responsible or are liable relating to Hazardous Substances found at the site.

## 5.9 Deliverables

The Contractor shall provide the following list of deliverable items:

<b>Deliverables</b>	<b>Review and Comment</b>	<b>Schedule</b>	<b>Reference Section</b>
Wetland and stream mitigation engineering drawings (If applicable)	✓	With final design plan submittal	5.6
Copy of Permit Applications (If applicable)		When Permit is submitted	5.6
Copy of Approved Permits (If applicable)		When Permit is approved	5.6
Certification of Completed Mitigation (If applicable)		When Certificate is received	5.6

## **6.0 NOT USED**

## **7.0 UTILITIES**

### **7.1 Commission's Responsibilities**

The Commission has no relocation responsibility for known utilities as listed in Notice to Proposers 2382 DB within this Contract.

### **7.2 Contractor's Responsibility**

As part of the Project Scope, the Contractor shall have the responsibility of coordinating the Project construction with all utilities that may be affected as listed in Notice to Proposers 2382 DB. The Contractor shall be responsible for identifying the utility affected, coordinating an appropriate relocation, and shall use either the utility's own forces to complete the work or shall complete the work utilizing a contractor approved by the utility. The Contractor will be responsible for management and coordination of any utility relocation, including the submission of new or revised permit application(s). Contractor shall include the cost of utility management in his lump sum Contract Price.

Should the Contractor encounter a utility not listed in Notice to Proposers 2382 DB, the Contractor shall notify Commission in writing immediately. The contractor shall then prepare a cost estimate in the form of utility agreement and submit the cost estimates to MDOT for review and approval by MDOT prior to work commencing on any relocation. Relocation of any utility not listed in Notice to Proposers 2382 DB shall be considered Extra Work. For those utilities requiring relocation, the Contractor shall conform with Commission's "A Policy for Accommodating Utilities on Highway Rights of Way" and the Code of Federal Regulations, Title 23, Chapter 1, Subchapter G, part 645, subparts A and B.

### **7.3 Resolution of Conflicts**

The resolution of any conflicts between utility companies and the construction of the Project shall be the responsibility of the Contractor. No additional compensation (time or dollars) will be allowed for any delays, inconveniences, damage sustained by Contractor or its subcontractors due to interference from utilities or the operation of relocating utilities for those utilities listed in Notice to Proposers 2382 DB. If the Contractor experiences delays with the Utility companies, MDOT shall be promptly notified and will cooperate and assist with reasonable requests from the Contractor in resolving the disputes between the parties.

### **7.4 Utility Avoidance and Losses**

The Contractor shall design the Project to avoid conflicts with utilities where possible, and minimize impacts where conflicts cannot be avoided. Contractor will be responsible for all wastewater discharges and for water loss that occur in association with construction within the right-of-way during the term of the Contract.

### **7.5 Parallel Service**

Contractor will maintain parallel service throughout any utility relocation construction. Contractor will ensure that major service interruptions are avoided.

## **7.6 Coordination**

The Contractor shall initiate early coordination with all affected utilities and provide the utility companies with design plans for their use in developing Relocation Sketches as soon as the plans have reached a level of completeness adequate to allow the companies to fully understand the Project impacts. If a party other than the utility company prepares Relocation Sketches, there shall be a concurrence box on the plans where the utility company signs and accepts the Relocation Sketches as shown.

## **7.7 Documentation**

The Contractor shall be responsible for collecting and submitting to Commission the following from each utility company that is located within the Project limits:

1. New or revised permit application(s) for relocation;
2. Relocation Sketches;
3. Utility Agreements including cost estimate and relocation plans for all affected utilities in accordance with the terms of the executed MOAs;
4. Letters of “no conflict” where the company’s facilities will not be impacted by the Project.

The Contractor shall assemble the information included in the Utility Agreements and Relocation Sketches in a final and complete form and in such a manner that MDOT may approve the submittals with minimal review. The Contractor shall ensure that there are no conflicts with the proposed highway improvements, or between each of the utility companies’ relocation plans. The Contractor shall not begin their relocation work until authorized in writing by MDOT.

## **7.8 Certification**

At the time the Contractor notifies MDOT that the Project has reached Final Completion, the Contractor shall certify to MDOT that 1) all utilities have been identified 2) that the utilities have been relocated as necessary, and 3) any related claims have been satisfied or will be satisfied by the Contractor.

## **7.9 Utility As-Builts**

The Contractor shall accurately show the final location plan and profile of all utilities on the as-built drawings for the Project.

## **7.10 Deliverables**

The Contractor shall provide the following list of deliverable items:

<b>Deliverables</b>	<b>Review and Comment</b>	<b>Schedule</b>	<b>Reference Section</b>
Permit Application(s), Utility Relocation Sketches and Utility Agreements	✓	As available	7.7
Utility Certification		Final Completion	7.8
As-Built Drawings	✓		7.9

## **8.0 RIGHT-OF-WAY**

### **8.1 New Right-of-Way**

The Project shall be designed and constructed within the existing right-of-way.

## 9.0 SURVEY

### 9.1 Project Survey Coordination

The Contractor shall designate a Professional Surveyor licensed in the State of Mississippi as the responsible person in charge of all Contractor survey activities on the Project. The Contractor shall comply with the most recent and applicable Laws.

### 9.2 Contractor Supplied Survey

The Contractor shall survey the Project utilizing standard surveying practices as required to prepare preliminary plans, and final plans, and construct in accordance with applicable standards. The Contractor shall use the same survey line as the original plans.

### 9.3 Preservation of Survey Control Monuments

The Contractor shall preserve all survey control monuments and any governmental defined land corners located on or within MDOT right-of-way. The Contractor shall notify MDOT as soon as it becomes known that a monument is in a position that will interfere with new construction or with Contractor operations.

### 9.4 Permission to Enter Property

The Contractor shall notify property owners before entering any private property and each property owner shall be contacted by the Contractor and asked to sign the MDOT Survey Notification form. An explanation of the purpose, nature, and approximate duration of the proposed work may be given to the property owner, but personnel should refrain from outlining any plans or policies that might be misconstrued. If the landowner lives out of state or cannot be physically contacted, the form should be mailed to the property owner. Contractor shall record all contacts carefully and accurately for future use. At a minimum, the record shall include the names of persons contacted, identifying them as owners or tenants, the date and time of conversation, telephone numbers and a summary of the conversation.

### 9.5 Right of Way Marker

The Contractor shall locate and preserve all Right-of-Way markers.

### 9.6 Deliverables

At a minimum, the Contractor shall submit the following to MDOT for review and comment:

Deliverable	Review and Comment	Schedule	Reference Section
None			

## **10.0 NOT USED**

## **11.0 SIGNING, PAVEMENT MARKING, AND TRAFFIC SIGNALS**

### **11.1 Signing**

Signage shall be designed and constructed by Contractor to include all regulatory, warning, route marker, guide and information signs, and trailblazer signs.

All regulatory, warning, route marker, guide and information signs, mounting requirements and vertical and horizontal clearances shall conform to the MUTCD and MDOT Standard Plans, and the requirements specified herein. Design and placement of signs shall consider future roadway widening.

All signs placed within Project Right-of-Way shall conform to all MDOT design policy, criteria, standards and specifications.

Sign posts and structures shall be designed and constructed in accordance with MDOT design policy, specifications and standards, and AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals. Sign structures shall be constructed utilizing structural steel.

The Contractor's design shall address modifications to permanent signing outside the Project Limits that are made inaccurate, ineffective, confusing or unnecessary by the Project.

All existing sign panels that require modification shall be replaced with new sign panels and supports.

## 11.2 Pavement Marking

### 11.2.1 Permanent Pavement Marking

Pavement markings shall be designed in accordance with the MUTCD and MDOT Standard Drawings. The permanent pavement marking system on MDOT owned roadways shall be according to Table 11.2.1.

**Table 11.2.1**

MDOT Pavement Marking Policy

1/4/2010

	ASPHALT			OPEN GRADED FRICTION COURSE			CONCRETE		
	ADT < 2000	ADT 2000 - 30k	ADT > 30k	ADT < 2000	ADT 2000 - 30k	ADT > 30k	ADT < 2000	ADT 2000 - 30k	ADT > 30k
<b>EDGE LINES</b>	Rumble Stripe Paint (waterborne or high build) or Thermoplastic	Rumble Stripe Thermoplastic	Rumble Stripe Thermoplastic (90 mils) (Double-Drop)	Paint (waterborne or high build) or Thermoplastic	Thermoplastic	Thermoplastic (90 mils) (Double-Drop)	Paint (waterborne or high build), Thermoplastic, High Performance Cold Plastic Tape or Inverted Profile Thermoplastic or approved equal	Thermoplastic (90 mils)(Double-Drop), High Performance Cold Plastic Tape or Inverted Profile Thermoplastic or approved equal	Thermoplastic (90 mils)(Double-Drop), High Performance Cold Plastic Tape or Inverted Profile Thermoplastic or approved equal
<b>CENTERLINES &amp; LANELINES</b>	Paint (waterborne or high build) or Thermoplastic & RPM's	Thermoplastic & RPM's	Thermoplastic (90 mils) (Double-Drop) & RPM's	Paint (waterborne or high build) or Thermoplastic & RPM's	Thermoplastic & RPM's	Thermoplastic (90 mils) (Double-Drop) & RPM's	Paint(waterborne or high build), Thermoplastic, High Performance Cold Plastic Tape or Inverted Profile Thermoplastic or approved equal & RPM's	Thermoplastic (90 mils)(Double-Drop)High Performance Cold Plastic Tape or Inverted Profile Thermoplastic or approved equal & RPM's	Thermoplastic (90 mils)(Double-Drop)High Performance Cold Plastic Tape or Inverted Profile Thermoplastic or approved equal & RPM's
<b>SYMBOLS</b>	Paint (waterborne or high build) or Thermoplastic	Thermoplastic	Thermoplastic (120 mils)	Paint (waterborne or high build) or Thermoplastic	Thermoplastic	Thermoplastic (120 mils)	Paint (waterborne or high build), Thermoplastic, High Performance Cold Plastic Tape	Thermoplastic (120 mils)(Double-Drop), High Performance Cold Plastic Tape	Thermoplastic (120 mils)(Double-Drop), High Performance Cold Plastic Tape

**NOTES:**

- 1) Rumble Strips are required on the shoulders of new concrete pavement and open graded friction courses.
- 2) Rumble Stripe and Rumble Strips may be omitted from residential or business areas within the corporate limits of a city, or where curb and gutter gutter is present.
- 3) In places where two (2) foot paved shoulders cannot be provided, Rumble Stripes and Rumble Strips will not be required.
- 4) The District has the option to require the Double-Drop Bead system on routes with ADT < 30k.
- 5) If lane widths are less than 11 feet, rumble stripe is not required.
- 6) The use of any product that is not listed above shall require Chief Engineer approval, otherwise options are at the discretion of the District Engineer.
- 7) For concrete bridges and pavements, a minimum of two (2) products shall be competitively bid against each other if thermoplastic or paint is not used.

  
 Larry L. Butler-Brown Date  
 Executive Director

 1/19/10  
 Andrew Hughes Date  
 FHWA Division Administrator

Traffic Signals

**NOT USED**

## **12.0 NOT USED**

## **13.0 ROADWAYS AND PAVEMENTS**

### **13.1 Roadway Design Criteria**

Roadway Design for the Project will be limited to permanent pavement marking plans and temporary traffic control plans. All design shall meet the requirements of the current MDOT Roadway Design Manual and the current MUTCD.

### **13.2 Horizontal Alignment**

NA

### **13.3 Vertical Alignment**

NA

### **13.4 Ramp Intersection Alignment**

NA

### **13.5 Earthwork and Grading**

NA

### **13.6 Pavement Design Life**

NA

### **13.7 Pavement Selection**

NA

### **13.8 Roadway Safety**

All roadway guardrail and roadside barriers shall be designed according to design speed using current MDOT standards and shall meet requirements for NCHRP 350 TL-3.

### **13.9 Deliverables**

At a minimum, the Contractor shall submit the following to MDOT for review or comment:

<b>Deliverable</b>	<b>Review and Comment</b>	<b>Schedule</b>	<b>Reference Section</b>
Preliminary Plans (30%) and Cross Sections	✓	According to Contractor's Schedule	2.2.2
Final Plans (100%) and Cross Sections	✓	Prior to Request For Release for Construction	2.2.4
Release for Construction Plans and Cross Sections	✓	According to Contractor's Schedule	2.2.5
As Built Drawings	✓	30 days after Completion of Construction	2.2.8

## **14.0 NOT USED**

## **15.0 EXISTING STRUCTURES**

### **15.1 Design Methodology**

All structural components of the bridge shall be designed by the AASHTO *Standard Specifications for the Design of Highway Bridges* methodology.

### **15.2 Loads and Forces**

The structures contained in this Project shall be proportioned for loads and forces in accordance with the latest edition of AASHTO *Standard Specifications for the Design of Highway Bridges*.

#### **15.2.1 Live Loads**

Live loads shall be calculated in accordance with AASHTO Standard Specifications for the Design of Highway Bridges. Vehicular live loading on the roadway of bridges or incidental structures shall be H-15.

## **15.3 General Requirements for Bridges**

### **15.3.1 Bridge Superstructures**

1. Use of stay-in-place metal deck forms is not permissible.
2. Bridge deck cross slope shall match the existing bridge cross slope.
3. No fracture critical members, connections, or pin and link type connections are allowed.
4. Structures shall have members and details that utilize redundant load paths.
5. Existing Vertical Clearance shall not be decreased.
6. All bridge joints at bents shall be repaired and sealed according to the appropriate joint standards. Joint seals shall extend across the bridge deck from curb to curb. Joints that are closed shall be sawcut, so that the sealed joint opening width and depth satisfy the manufacturer's recommendations. In no case shall sawcuts extend the full depth of the bridge deck. For joints with sliding plates, the armor and slide plates should be left in place along the curb and sidewalk. Any damaged or missing sections of armor and slide plates along the curb and sidewalks should be repaired or replaced according to the original bridge plans.
7. Intermediate joints in spans 15 and 16 shall be cleaned and sealed with a poured in place joint seal from MDOT's approved product list, specifically "Silicone Joint Material – Bridge."
8. At Bents 15 and 17, the risers shall be repaired or replaced, and the bearings replaced such that they are centered on the riser.

### ***15.3.2 Bridge Substructures***

The damaged portions of the channel bank at Bent 3 shall be reconstructed to an extent to accomplish the following:

1. All loose and broken channel paving shall be removed.
2. All voids shall be filled with flowable fill.
3. Replacement paving shall be recast using a minimum of a 4" thickness of Class B concrete and finished flush with surrounding undamaged channel paving and sloped to drain.
4. Replacement paving shall be reinforced with welded wire fabric or other reinforcement found to be acceptable to MDOT.
5. Work on this repair item shall be limited to an area bounded by up to 10 feet beyond the edges of the bridge deck above in the horizontal plane.

At Bent 22, the Proposer shall design and construct a Stabilization Structure that satisfies the requirements of Table 15-1 (Geotechnical Design Parameters East Bridge Abutment) and is finished in such a manner that the final constructed appearance of the support structure complements and blends in with the appearance of the final original structures.

A concept is supplied in Figure 15-1.

The Proposer may develop bridge plans in lieu of any MDOT supplied plans provided the alternatives are in accordance with the RFP. However, the Contractor shall have full responsibility and liability for any signed and sealed plans used. Design and plans shall be in accordance with the RFP.

The Proposer shall be fully responsible for any structural analyses and design, and other such items of work necessary to design and construct this Stabilization Structure.

Riprap will not be considered as an acceptable method of construction for this Stabilization Structure:

Any exposed portions of steel piling shall be painted in accordance with Section 816 of the Mississippi Standard Specifications for Road and Bridge Construction.

## **15.4 Bridge Design Criteria**

### ***15.4.1 Concrete Design***

#### ***15.4.1.1 Reinforced Concrete***

All concrete shall be designed and produced in accordance with Mississippi Standard Specifications for Road and Bridge Construction Section 804 Table 3. Cement used in concrete shall meet the requirements of Section 701 of the Mississippi Standard Specifications for Road and Bridge Construction.

**TABLE 15-1**  
**GEOTECHNICAL DESIGN PARAMETERS EAST BRIDGE ABUTMENT**

Boring	Elevation (feet)	Soil Description (USCS)	Y (pcf)	Y' (pcf)	Short-Term (Total Stress)				Long-Term (Effective Stress)						
					c (psf)	φ (deg)	Ka	Ko	Kp	c' (psf)	φ' (deg)	Ka	Ko	Kp	
<b>B-1</b>	318-308	Firm to Stiff Silty Clay, Possible Fill (CH)	125	58	2,910	0	1.00	1.00	1.00	1.00	0	16	0.57	1.25	1.76
	308-284	Hard Clay & Silty Clay (CH)	120	64	3,082	0	1.00	1.00	1.00	1.00	0	16	0.57	1.25	1.76
	284-270	Med Dense Calcareous Fine Silty Sand (SM)	118	58	0	35	0.27	0.43	3.69	0	0	35	0.27	0.43	3.69
	270-240	Hard Weathered Clay w/ V Fine Sand Seams (CH)	128	66	4,500	0	1.00	1.00	1.00	1.00	0	18	0.53	1.20	1.89
	240-228	Hard Clay w/ Silty Very Fine Sand Seams (CH)	128	66	6,000	0	1.00	1.00	1.00	1.00	0	18	0.53	1.20	1.89
	332-320	Firm, Wet Silty Clay, Fill behind End Wall (CL)	125	63	850	0	1.00	1.00	1.00	1.00	0	25	0.41	0.82	2.46
<b>B-2</b>	320-292	Very Stiff to Hard Calcareous Clay (CH)	120	58	1,300	0	1.00	1.00	1.00	1.00	0	16	0.57	1.25	1.76
	292-282	Hard, Calcareous Silty Clay (CL-CH)	120	58	3,750	0	1.00	1.00	1.00	1.00	0	20	0.49	1.14	2.04
	282-270	Med Dense Slightly Clayey, Fine Silty Sand (SC)	118	58	0	35	0.27	0.43	3.69	0	0	35	0.27	0.43	3.69

Y = Moist unit weight above groundwater table

Y' = Buoyant unit weight below groundwater table

c = Cohesion

c' = Effective cohesion

φ = Friction angle

φ' = Effective friction angle

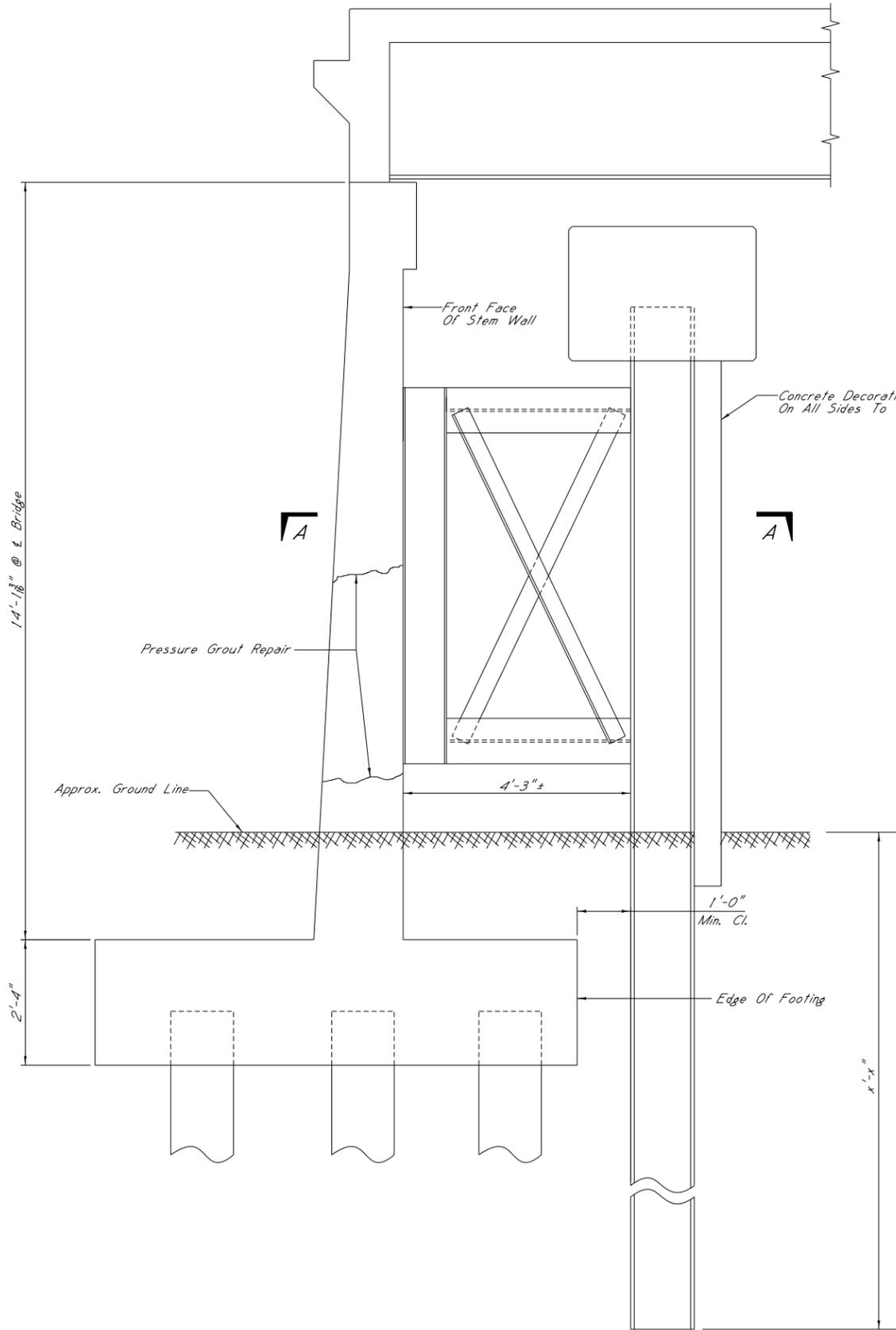
K<sub>a</sub> = Coefficient of active earth pressure for level backfill

K<sub>o</sub> = Coefficient of at-rest earth pressure for level backfill

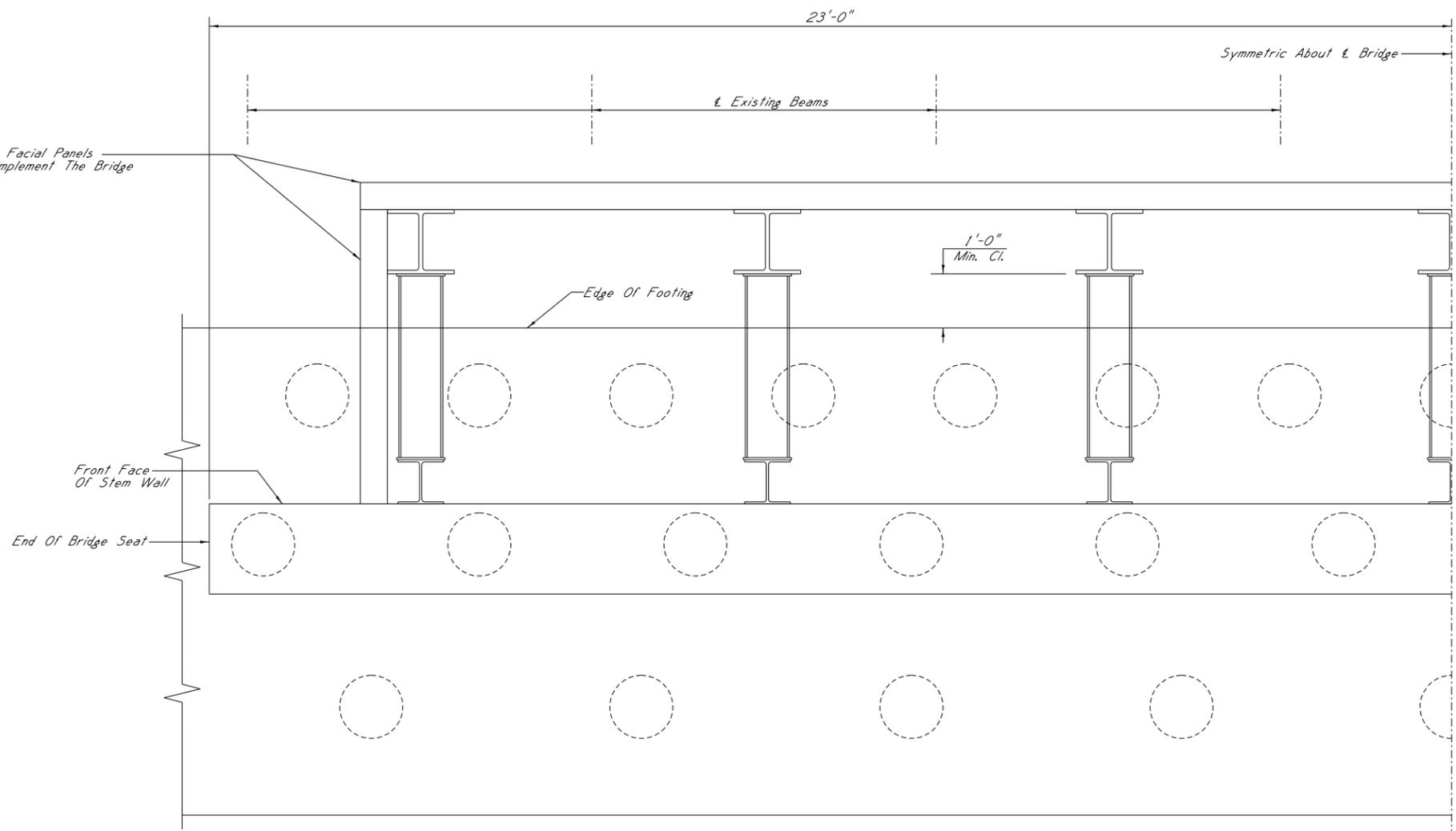
K<sub>p</sub> = Coefficient of passive earth pressure for level backfill

- Design water table located at elevation EL 326.
- Design horizontal uniform traffic surcharge load behind east abutment wall equal to 250 pounds per square foot.
- Design lateral earth pressure acting above wall base equal to 103 PCF x H. (125 PCF x 0.82 x H, where H = wall height)
- At-rest earth pressure coefficients shall be used in calculating horizontal loads acting on wall.
- A factor of safety equal to 1.50 should be applied to passive pressures acting below wall base.
- Neglect the upper 2 feet of soil below wall base in providing passive resistance.
- Piles shall penetrate to a minimum tip elevation EL 258.

Abutment Retaining System shall be designed to meet MDOT Standard Specifications, Section 809 and 2002 AASHTO Standard Bridge Design Specifications, 17th Edition (Allowable Stress Design Methods).



END ELEVATION



SECTION "A-A"

CONCEPTUAL BENT STABILIZATION DETAILS

Figure 15 - 1

Cast-in-Place Concrete:

Class AA

$f'_c = 4,000$  psi

Drilled Shaft Concrete:

Class DS

$f'_c = 4,000$  psi

#### 15.4.1.2 *Reinforcing Steel*

1. Cast-in-place concrete shall be reinforced only with deformed bars conforming to AASHTO M31 (ASTM A 615) or A 706. Reinforcement to be welded shall conform to ASTM A 706. Reinforcing steel shall be Grade 60.
2. Cast-in-Place Concrete Clear Cover -
  - i. Drilled Shafts – 6” to the main reinforcing steel
  - ii. Footings – Bottom Mat – 4”
  - iii. Footings – Top Mat – 3”
  - iv. Pedestals and Columns – 3”
  - v. All other reinforcing steel per AASHTO
3. At the deck, abutments, and pier cap the existing reinforcing steel shall be made continuous by the use of lap splices or mechanical couplers. Mechanical couplers, if used in the deck, shall be epoxy coated.
4. Mechanical couplers may not be used in any case in which the resulting clear cover over the newly installed coupler is less than 1 inch.
5. Existing bridge decks that have a clear cover of less than 1 inch shall use a non-contact lap splice.

#### 15.4.1.3 *Prestressing Steel*

Prestressing Steel shall conform to AASHTO M 203 (ASTM A 416). Prestressing Strand shall be weldless in accordance with AASHTO 203, subsection 8.1.4.

#### 15.4.1.4 *Allowable Stress, Deflection and Strength Considerations*

1. Reinforced concrete structures shall be designed by the Load Factor Design Method in accordance with AASHTO Article 8.16, Serviceability Requirements.
2. Flexural members shall be checked for serviceability in accordance with AASHTO Article 8.16.8.

3. The live load deflection of the new structure shall be within one-quarter ( $\frac{1}{4}$ ) inch of the existing bridge. The bridge calculations shall provide the live load deflections for the new and existing bridge

#### *15.4.1.5 Special Requirements for Bridge Decks*

1. The minimum bridge deck thickness shall match the existing bridge deck thickness.
2. Final surface texture of concrete bridge decks and bridge end pavement shall have the same finish as the existing bridge deck.

#### *15.4.1.6 Prestressed Concrete*

All concrete shall be designed and produced in accordance with Mississippi Standard Specifications for Road and Bridge Construction Section 804 Table 3. Cement used in concrete shall meet the requirements of Section 701 of the Mississippi Standard Specifications for Road and Bridge Construction.

##### Prestressed Concrete

Class Fx range

From a minimum of  $f'c = 5,000$  psi

To a maximum of  $f'c = 6,000$  psi

#### *15.4.1.7 Miscellaneous Requirements and Restrictions*

1. External Post-tensioning will not be permitted.
2. Prestressed concrete piles shall be a minimum of 7 days old prior to driving.

#### *15.4.1.8 Concrete Patching*

Epoxy Mortar used for concrete patching shall be one of the following products (or an approved equal) and installed according to the manufacturer's recommendations:

1. "HP-BINDER" shall be as manufactured by Hunt Process Corporation, P.O. Box 688, Ridgeland, MS 39158, Telephone No. (601) 856-8811.
2. "Polymer Concrete" shall be as manufactured by Polymer Concrete, Inc. P.O. Box 610, Camden, AL 36726, Telephone No. (205) 682-4296.
3. "CeraTech Pavement VR" shall be as manufactured by CeraTech, Inc., 3037 Tuggle Ives Dr., Buford, GA 30519, Telephone No.(770) 831-0794.

### **15.4.2 Structural Steel Design**

Steel structures shall be designed in accordance with AASHTO Standard Specifications for the Design of Highway Bridges.

#### 15.4.2.1 *Materials*

Structural steel for primary members shall conform to the requirements of AASHTO M 270 Grade 36, Grade 50 or Grade HPS 70W. Structural steel for secondary members shall conform to the requirements of AASHTO M 270 Grade 36 or Grade 50. Steel with a design yield strength greater than seventy (70) ksi will not be permitted. High strength bolts shall be ASTM A 325, designed for values as specified in AASHTO Subsection 6.13.2.8 with Class B contact surfaces. All field connections shall use 7/8" minimum diameter bolts. Direct tension indicators (DTIs) shall be the only acceptable method for verifying proper bolt installation.

#### 15.4.2.2 *Design and Details*

1. Girders shall be I-shaped and shall be designed to act compositely with the deck slab in the positive moment region and with the reinforcing steel in the negative moment region.
2. All bolted connections shall be designed as slip critical connections having Class B contact surfaces.
3. Electroslag welding will not be permitted.

#### 15.4.2.3 *Fasteners for Steel Bridge Girders*

1. High Strength Bolts shall meet the requirement of ASTM. A 325, Type 1, and shall be hot dip galvanized in accordance with the requirements of ASTM A 153, Class C Coating or galvanized by the mechanical process in accordance with the requirements of ASTM B 695, Class 50 Coating. Maximum hardness for high strength bolts shall be 33 Rockwell C (RC).
2. Nuts for high strength bolts shall be heavy hex and meet the requirements of ASTM A 563, Grade DH galvanized.
3. Hardened steel washers shall meet the requirements of ASTM F 436, galvanized.
4. Direct tension indicators shall meet the requirements of ASTM F 959 and shall be galvanized by the mechanical process meeting the requirements of ASTM B 695, Class 50 Coating.
5. Nuts for high strength bolts shall be tapped oversize the minimum amount required for proper assembly and lubricated with an acceptable lubricant containing a dye of any color that contrasts with the color of galvanizing.
6. High strength bolts, nuts, or direct tension indicators shall not be reused after tightening.
7. Mill test reports, certified test reports, and certificates of compliance are required for high strength bolts, nuts, hardened washers and direct tension indicators.

#### 15.4.2.4 *Paint System*

All structural steel, except for expansion joints, and rail plates shall be painted in accordance with Section 814 of the Mississippi Standard Specifications for Road and Bridge Construction.

### **15.4.3 Structural Steel Fabrication Requirements**

All steel plates, angles, bars, rolled shapes, finger joints and pot bearings incorporated into a bridge structure shall meet the following requirements:

All girder web plates, flange plates and splice plates shall meet the Longitudinal Charpy-V-Notch Toughness Test. The Supplementary Bend Test as described in Section 717 of the Mississippi Standard Specifications for Road and Bridge Construction is not required. Miscellaneous steel less than 1/4 inch thick shall be identified on the shop drawings. Web and flange material heat numbers shall be stenciled on each girder using low stress die stamps. The heat numbers shall be stamped on the side of the web in the upper left hand corner.

All welding shall be completed by the electric arc process and shall conform to the ANSI/AASHTO/AWS D1.5 BRIDGE WELDING CODE, and as directed herein. Certification for all welders to be used on this Project shall be submitted to the Contractor's Construction Quality Control Manager and MDOT Bridge Engineer for review. Welding machines shall have operating, properly calibrated current meters with attached calibration stickers. Run-off tabs of adequate length shall be used to help prevent weld defects at weld edges. Material surfaces for flange to web fillet welds shall be ground prior to fit-up for welding to remove all mill scale. This area includes the flange, near and far side web and the web edge.

Welded shop splices in webs and flanges are conditionally permissible and shall be submitted to the Contractor's Lead Design Engineer for approval of type and location. Welded web and flange shop splices shall not occur at concurrent locations and shall be offset a minimum of five (5) feet along the girder. Welded shop splices are prohibited in the following regions in each span:

1. Top Flange Plates in the Negative Moment Region: the region of prohibition shall begin at the centerline bearing and shall extend along the span to the lesser of twenty-five (25) feet or one tenth of the span length. In no case shall this region be less than fifteen (15) feet in length.
2. Bottom Flange Plates in the Positive Moment Region: the region of prohibition shall be the lesser of forty (40) feet or one tenth of the span length. This region shall be centered about the point of maximum positive moment. In no case shall this region be less than twenty (20) feet in length.
3. Web Plates: the region of prohibition at each end of the span shall begin at centerline bearing and shall extend along the span to the greater of fifteen (15) feet or one tenth of the span length as measured from the centerline of bearing. This region need not be greater than twenty- five (25) feet in length.

With the exception of surface condition repairs to correct undercut or overlap conditions, repairs to groove welds require an approved welding repair procedure that includes supporting documentation, size and location of the repair, Non Destructive Evaluation (NDE) reports and the Fabricator's Non-Conformance Report. Approval by the Contractor's Quality Control Manager and review by the MDOT Bridge Engineer is required prior to performing these repairs. Repairs to base metal (including flame cut edges with excessive gouges) require an approved welding repair procedure that includes supporting documentation, size and location of the repair, NDE reports and the Fabricator's Non-Conformance Report. Approval by the Contractor's Construction Quality Control Manager and review by the MDOT Bridge Engineer is required prior to performing these repairs.

The Fabricator shall have a Certified Welding Inspector (CWI) on each work shift where welding or other significant work is performed. Quality Control inspections for acceptance shall precede Quality Assurance inspections. Quality Control shop inspection records shall be made available to MDOT QA Shop Inspection Personnel.

Camber shall be checked and recorded by the Fabricator at all points shown in the approved shop drawings.

Prior to fabrication, the Fabricator and its subcontractor(s) shall determine specific inspection procedures that include techniques and acceptance standards for NDE applications for unusual or nonstandard weld geometries

Radiography of weld transitions shall be performed by placing the film on the flat side of the transition. A floating center punch shall be placed on the base metal adjacent to the weld and shall be visible on each radiographic film in the area of interest.

Prior to fabrication, the Fabricator shall have Shop Drawings approved by the Contractor's Lead Design Engineer. Also prior to fabrication, the Fabricator shall submit Welding Procedures, a Procedure for Storage and Handling of Welding Electrodes, Wire And Flux and A Flux Recovery Procedure (if applicable) to the Contractor's Lead Design Engineer for approval and for review by the MDOT Bridge Engineer. The Construction Quality Control Manager shall schedule a Pre-Fabrication Conference at each fabrication location. The Fabricator's facilities will be inspected by the Contractor's Construction Quality Control Manager, MDOT Bridge Engineer and MDOT QA Shop Inspection personnel during the Pre-Fabrication Conference. No fabrication shall begin prior to this inspection.

Prior to fabrication, the Fabricator and/or subcontractor shall submit their NDE procedures to the Contractor's Construction Quality Control Manager and MDOT Bridge Engineer for review. The NDE procedure shall include a written practice, a method procedure for each inspection process and personnel certifications.

Breaks in fabrication shall require at least two weeks advance notification to the Contractor's Quality Control Manager and MDOT Bridge Engineer prior to restarting work.

Progressive girder assembly using a minimum three girder laydown is permissible while shop assembling girders. Drilling of material for splice connections shall occur with all items in their proper location, including splice and shim plates. Parts shall be firmly drawn together prior to drilling.

The Fabricator shall furnish MDOT QA Shop Inspection Personnel with at least 140 square feet of floor space. Additional space shall be provided as required by MDOT Bridge Engineer. The office shall contain desks, chairs, file cabinets, telephone with long distance access, electric lights, power outlets, shelves and tables. The office shall be provided with adequate heating, ventilation and air conditioning. The office shall have access to convenient sanitary facilities with running water. The office shall be in good repair, located where there is not excessive noise and shall be used for MDOT QA Shop Inspection Personnel only. Convenient and adequate parking shall be provided.

The Fabricator shall provide MDOT QA Shop Inspection Personnel convenient access to a fax machine and a copy machine. Changes in office location or facilities shall be made only upon approval of MDOT Bridge Engineer.

#### **15.4.4 Epoxy Mastic Repair Painting**

Epoxy mastic paint where applicable shall be from MDOT's approved product list, specifically "Maintenance Bridge Prime Coat."

Color shall be subject to approval from the Project Engineer.

#### **15.4.5 Bearings**

Elastomeric bearings shall be designed in accordance with AASHTO Division I, Section 14. Natural rubber in elastomeric bearings will not be allowed. Replacement elastomeric bearings shall have the same compressed height as the existing bearing. Any new bearings for a given span (including replacement bearings), shall utilize the same design at all locations in that span.

All bearings shall be designed and detailed to be replaceable by jacking while maintaining traffic.

Traffic shall be stopped during raising and lowering of the bridge to replace the bearings (see Section 17.4). Traffic may resume after the span is raised provided that the jacking system is locked. At a minimum, jacking the bridge shall be accomplished by jacking an entire end of a span. Jacking shall be limited to one-half (1/2) inch at the end of a span.

Bearings at integral abutments are excluded from the bearing replacement requirements.

#### **15.4.6 Bridge Railings**

#### **15.4.7 Expansion Joints**

All existing bridge joints shall be sealed. At Bents 1 and 22, existing bridge joint armoring shall be removed, the concrete repaired and the joint width sealed with a Preformed Joint Seal per details shown in the Attachments to the Technical Requirements.

#### **15.4.8 Bridge Drainage**

1. Bridge deck drainage shall be contained on the bridge deck prior to passing through the bridge deck drains. Bridge deck drainage shall not be allowed to pass through the railing.
2. All existing drain holes shall be cleared of debris.
3. Drain holes over railroad right of way shall be plugged with concrete or grout.

#### **15.4.9 Cranes on Existing Bridges**

Cranes may be placed on existing bridges provided that the Lead Design Engineer has determined that the existing structure can safely support the proposed crane at an inventory rating. Crane mats shall be placed over the portion of the bridge deck that the crane will cross or set up on. Contractor shall submit stamped calculations and supporting documentation to MDOT demonstrating that the existing bridge can safely carry the crane load.

Any damage to the bridge or bridge deck shall be immediately repaired by the Contractor.

## 15.5 Deliverables

At a minimum the Contractor shall submit the following to MDOT:

<b>Deliverable</b>	<b>Review and Comment</b>	<b>Schedule</b>	<b>Reference Section</b>
Preliminary Design	✓	According to Contractor's Schedule	2.2.2
Final Design	✓	Prior to RFC Submittal	2.2.4
RFC Documents	✓	Prior to Construction of the designed portion of Project	2.2.5
As-Built Drawings and Records	✓	30 days following Construction of the designed portion of Project	2.2.8
Jacking Plans for Bearing Replacement with Calculations	✓	30 days prior to installation of the replacement bearing pads	15.4.5

## **16.0 NOT USED**

## **17.0 MAINTENANCE OF TRAFFIC DURING CONSTRUCTION**

The Contractor shall develop and submit a Maintenance of Traffic (MOT) Plan for MDOT approval at least 30 Days prior to beginning the first phase or stage of construction. The MOT Plan shall identify the Contractor's strategy to provide for the safe and efficient movement of people, goods and services through and around the project while minimizing impacts to local residents, business and commuters; its approach to developing detailed Traffic Control Plans (TCP); Contractor shall describe the MOT Plan with reasonable and measurable tasks and milestones.

All regulatory, warning, route marker, guide and information signs, mounting requirements and vertical and horizontal clearances shall conform to the MUTCD and MDOT Standard Plans, and the requirements specified herein.

### **17.1 Traffic Control Plans**

The Contractor shall develop and submit Traffic Control Plans for each stage of construction that shows the Contractor's proposed construction staging and proposed traffic control devices consistent with the MOT Plan. The TCP shall be submitted for approval to MDOT two (2) weeks prior to construction of the Work shown in the TCP. Major revision to a TCP shall also be submitted to MDOT for its approval. The TCPs shall include, at a minimum, the following:

1. A detailed diagram showing the location of all traffic control devices.
2. An access maintenance plan for all properties requiring access during construction. The plan shall also indicate the areas where equipment will be stored and vehicles parked if within the Project Right-of-Way.
3. A plan for maintaining and controlling pedestrian, bicycle and other non-vehicular traffic.

### **17.2 Temporary Pavement Marking**

Temporary Pavement markings shall be designed in accordance with the MUTCD and MDOT Standard Drawings. Type 1 Pavement Marking Tape shall be used for all temporary pavement markings on final pavement surfaces of the project.

Temporary raised pavement markers are required for temporary lane shifts;

### **17.3 Construction Requirements**

1. All lane closures shall be in accordance with the provisions of Notice to Proposers No. 4900 DB (Lane Closure Restrictions).
2. The Contractor shall notify MDOT of any lane closures necessary to perform work at each location prior to instituting or changing such traffic control measures. This notification shall be submitted at least 48 hours prior to the construction. Total road closures will not be permitted
3. The Contractor shall notify MDOT of any vertical clearance reduction that provides less than 16.5' clearance over Mill St, 22'-0" vertical clearance above the top of the highest

rail within 12'-0" of the centerline of any railroad track, 12'-0" horizontal clearance from the centerline of the nearest railroad track, measured at right angles thereto, any load capacity reductions, or any width reduction that results in a restriction of less than 20' wide a minimum of 20 days prior to such restriction. If lesser railroad clearances than the above mentioned are required, the Contractor shall secure written authorization from Railroad Company's Engineering Manager for such lesser clearances in advance of the start of that portion of the work.

4. The Contractor shall provide a paved surface for all detours or bypasses.
5. The Contractor's placement of construction equipment, materials and vehicles shall comply with MUTCD.
6. If detours are necessary for wide loads, the Contractor shall prepare the necessary detour plan and provide all detour signing and maintenance throughout use.

#### **17.4 Protective Barriers**

#### **17.5 Bearing Replacement**

#### **17.6 Deliverables**

At a minimum, the Contractor shall submit the following to MDOT for review or comment:

<b>Deliverable</b>	<b>Review and Comment</b>	<b>Schedule</b>	<b>Reference Section</b>
Maintenance of Traffic Plan	✓	30 Days prior to start of construction	17
Traffic Control Plans	✓	At least 2 weeks prior to construction of the Work shown in the TCP submittal	17.1

## 18.0 TECHNICAL STANDARDS, DATA, REPORTS

The following standards, data, or reports are Contract Documents. These standards apply unless otherwise indicated in Sections 1-17 of the Technical Requirements.

Availability Legend:

- IS = Industry standard, not provided by MDOT
- PR = Provided by MDOT
- MDOT = Provided by MDOT via Internet
- W = Available via the Internet, not provided by MDOT

Originator	Title	Availability
MDOT	Standard Specifications for Road and Bridge Construction, 2004 Edition	MDOT
MDOT	Stormwater Management Program	PR
MDOT	Field Manual for Concrete	MDOT
MDOT	Field Manual for Hot Mix Asphalt (HMA)	MDOT
MDOT	Pipe Culvert Material Design Criteria	MDOT
MDOT	Roadway Design Manual, 2001 Version	MDOT
MDOT	CADD Standards	MDOT
MDOT	Roadway Design Memos	MDOT
MDOT	Special Design Sheets	MDOT
MDOT	Roadway Design Standard Drawings	MDOT
AASHTO	All Standards/Manuals	IS
ADA	ADA Accessibility Guidelines	IS
American Railway Engineering and Maintenance of Right-of-Way Association (AREMA)	Manual for Railway Engineering	IS
ASTM	Standards	IS

<b>Originator</b>	<b>Title</b>	<b>Availability</b>
Electronics Industries Alliance (EIA)	Standards	IS
FHWA	All Standards/Manuals	IS
FHWA	Manual on Uniform Traffic Control Devices	W
Illuminating Engineering Society of North America	Roadway Lighting, ANSI Approved RP-8-00	IS
ISO	ISO 9000	IS
ISO	ISO 9001	IS
National Electrical Manufacturers Association (NEMA)	Standards	IS
National Fire Protection Agency (NFPA)	Life Safety Code	IS
National Fire Protection Agency (NFPA)	National Electric Code	IS
National Transportation Communications for ITS Protocol Standards (NTCIP)	Standards	IS
Telecommunications Industries Association (TIA)	All standards and publications	IS
Transportation Research Board	Highway Capacity Manual	IS
US Army Corp of Engineers	Publications	<a href="http://www.usace.army.mil/publications">www.usace.army.mil/publications</a>

*Mississippi Department of Transportation*

**Section 905  
Proposal**

**Woodrow Wilson Avenue Bridge over Mill Street  
Hinds County, Mississippi**

**Project Number:  
DB/TCSP-7281-00(003)/106494-301000**

August 28, 2014

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 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 Special Provisions and Notice(s) to Proposers attached hereto and made a part thereof.

I (We) certify that I (we) possess a copy of said Standard and 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 Specifications, including the Special Provisions and Notice(s) to Proposers, herein, and have personally examined the site of the Work. On the basis of the Specifications, Special Provisions, Notice(s) to Proposers and Contract Documents, I (we) will furnish all necessary items to successfully complete the Project.

Attached hereto is a certified check, cashier's check or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law).

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 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 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) enclose a certified check, cashier's check or bid bond for **five percent (5%) of total price proposed** 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 (proposal guarantee 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.

Proposer acknowledges receipt of and has added to and made a part of the Proposal and Contract documents the following addendum (addenda):

	TOTAL ADDENDA: _____
	(Must agree with total addenda issued prior to opening of bids)
Number    Description	Respectfully Submitted,
	DATE _____
	_____
	Contractor
	BY _____
	Signature
	TITLE _____
	ADDRESS _____
	CITY, STATE, ZIP _____
	PHONE _____
	FAX _____
	EMAIL _____

(To be filled in if a corporation)  
 Our corporation is chartered under the Laws of the State of \_\_\_\_\_

and the names, titles and business addresses of the executives are as follows:

President	Address
Secretary	Address
Treasurer	Address

Design-Build for the Woodrow Wilson Avenue Bridge over Mill Street in Hinds County will include repairs and reconstruction to various structural and ancillary components of bridge, as per Section 904 – Notice to Proposers No. 2618 DB (Project Scope). The Work shall include:

1. Steel Rail Repair – Full Section Replacement
2. Steel Rail Repair – Picket Repair/Replacement
3. Rail Post Replacement
4. Rail Post Repairs – Patching
5. Rail Post Repairs – Epoxy Injection
6. Reconstruct Joint Overhang Brackets at All Bent Locations
7. Design and Construction of Stabilization Structure at Bent 22 (Including Epoxy Injection and Patching of Existing Stem Wall)
8. Spans 15 and 16 – Girder Bottom Flange Plate Crack Repairs
9. Spans 15 and 16 – Cross Frame and Stiffener Repairs
10. Spans 15 and 16 – Intermediate Joint Seals
11. Bridge Painting – Clean and Paint Exterior Girders at All Overhang Brackets (Epoxy Mastic)
12. Interior Overhang Bracket Repair – Epoxy Injection
13. Interior Overhang Bracket Repair – Partial Repair (Clean/Patch Sides and Bottom)
14. Interior Overhang Bracket Repair – Remove Loose Concrete Only
15. Clear Debris from All Drain Holes and Grout All Drains over Railroad Right of Way
16. Design and Construction of Bent 15 Riser and Bearings Replacement
17. Design and Construction of Bent 17 Riser and Bearings Replacement
18. Deck and Sidewalk Spall Repairs
19. Bent 1 Repairs – Epoxy Injection and Patching
20. Channel Bank Repair at Bent 3
21. Edge Beam Repairs
22. 6” Thermoplastic Edge Stripe – Continuous White, 6” Thermoplastic Traffic Stripe – Skip White, 6” Thermoplastic Traffic Stripe – Continuous Yellow, and Removal of Stripe
23. Bridge Concrete Spray Finish – Superstructure, Abutments, and East Approach Walls
24. Interior Bent Column Repairs

The Project shall include any additional bridge repair items, if any, as specified in Volume 1, on Contractor’s Schedule Certificate.

I (We) agree to complete the entire Project with the specified contract time specified in Contractor’s Schedule Certificate.

**\*\*\* SPECIAL NOTICE TO PROPOSERS \*\*\***

**BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED**  
**BIDS WILL NOT BE CONSIDERED UNLESS THE BID CERTIFICATE LOCATED AT THE END OF THE BID SHEETS IS SIGNED**

**BID SCHEDULE**

REF NO	PAY ITEM NO.	ADJ CODE	APPROX QUANTITY	UNIT	DESCRIPTION	UNIT PRICE		ITEM TOTAL	
						DOLLAR	CENT	DOLLAR	CENT
			1	Lump Sum	Design-Build for Woodrow Wilson Avenue Bridge over Mill Street in Hinds County, Mississippi; with bridge repair items <b>indicated in Volume 1 on the Contractor's Schedule Certificate</b>	XXXXXXXXXXXXXX	XX	\$	

SECTION 905  
PROPOSAL (Sheet 2-3)

TOTAL BID.....CONTRACT PRICE (NOT TO EXCEED \$3,600,000.00).....\$ \_\_\_\_\_

COMPLETE ITEM NOS. 1, 2, AND/OR 3 AS APPROPRIATE. SEE NOTICE TO PROPOSERS NO. 4103 AND SUPPLEMENT.

1. I/We agree that no less than \_\_\_\_\_ percent shall be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE and WBE).
2. Classification of Proposer:                      Small Business (DBE) \_\_\_\_\_                      Small Business (WBE) \_\_\_\_\_
3. A joint venture with a Small Business (DBE/WBE):                      Yes \_\_\_\_\_
4. All requirements of the RFP have been included in the Total Bid.

\*\*\*\*\* SIGNATURE STATEMENT \*\*\*\*\*

PROPOSER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFIED THAT THE FIGURES SHOWN THEREIN CONSTITUTE THEIR OFFICIAL BID.

\_\_\_\_\_  
PROPOSER'S SIGNATURE

\_\_\_\_\_  
PROPOSER'S COMPANY

\_\_\_\_\_  
PROPOSER'S TAX ID NUMBER/DUNS NUMBER

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

The Proposer \_\_\_\_, proposed Subproposers \_\_\_\_, hereby certifies that it/they/he has \_\_\_\_, has not \_\_\_\_, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that it has \_\_\_\_, has not \_\_\_\_, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

\_\_\_\_\_  
(COMPANY)

BY \_\_\_\_\_

\_\_\_\_\_  
(TITLE)

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 Proposers 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**

**DEBARMENT**

**CERTIFICATION**  
(Execute in duplicate)

State of Mississippi

County of \_\_\_\_\_

I, \_\_\_\_\_,  
(Name of person signing certification)

individually, and in my capacity as \_\_\_\_\_ of  
(Title)

\_\_\_\_\_ do hereby certify under  
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that \_\_\_\_\_

\_\_\_\_\_, Proposer  
(Name of Firm, Partnership, or Corporation)

on Project No. \_\_\_\_\_,

in \_\_\_\_\_ 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 proposing 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.

Initial here "\_\_\_\_\_" if exceptions are attached and made a part thereof. 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 Proposer responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Proposer 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 Proposer 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 Proposer 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 and attachments (when indicated) is true and correct.

Executed on \_\_\_\_\_

\_\_\_\_\_  
Signature

(11/23/92F)

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**DEBARMENT**

**CERTIFICATION**  
(Execute in duplicate)

State of Mississippi

County of \_\_\_\_\_

I, \_\_\_\_\_,  
(Name of person signing certification)

individually, and in my capacity as \_\_\_\_\_ of  
(Title)

\_\_\_\_\_ do hereby certify under  
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that \_\_\_\_\_

\_\_\_\_\_, Proposer  
(Name of Firm, Partnership, or Corporation)

on Project No. \_\_\_\_\_,

in \_\_\_\_\_ 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 proposing 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.

Initial here "\_\_\_\_\_" if exceptions are attached and made a part thereof. 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 Proposer responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

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- 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 Proposer 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 and attachments (when indicated) is true and correct.

Executed on \_\_\_\_\_

\_\_\_\_\_  
Signature

(11/23/92F)

PROPOSAL GUARANTY/BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_
Contractor
\_\_\_\_\_
Address
\_\_\_\_\_
City, State ZIP

as Principal, hereinafter called the Principal, and \_\_\_\_\_
Surety

a corporation duly organized under the laws of the state of \_\_\_\_\_

as Surety, hereinafter called the Surety, are held and firmly bound unto State of Mississippi, Jackson, Mississippi

As Obligee, hereinafter called Obligee, in the sum of Five Per Cent (5%) of Amount Bid

Dollars (\$ \_\_\_\_\_)

for the payment of which sum will and truly to be made, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Project No. DB/TCSP-7281-00(003)/106494-301000

NOW THEREFORE, the condition of this obligation is such that if the aforesaid Principal shall be awarded the contract, the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_(Principal) (Seal)

\_\_\_\_\_(Witness) By: \_\_\_\_\_(Name) \_\_\_\_\_(Title)

\_\_\_\_\_(Surety) (Seal)

\_\_\_\_\_(Witness) By: \_\_\_\_\_(Attorney-in-Fact)

\_\_\_\_\_(MS Agent)

\_\_\_\_\_(Mississippi Insurance ID Number)

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
OFFICE OF CIVIL RIGHTS  
JACKSON, MISSISSIPPI**

**LIST OF FIRMS SUBMITTING QUOTES**

I/we received quotes from the following firms on Project No: \_\_\_\_\_  
County: \_\_\_\_\_

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

Firm Name: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Firm Mailing Address \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
\_\_\_\_\_ DBE Firm \_\_\_\_\_ Non-DBE Firm

Firm Name: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Firm Mailing Address \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
\_\_\_\_\_ DBE Firm \_\_\_\_\_ Non-DBE Firm

Firm Name: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Firm Mailing Address \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
\_\_\_\_\_ DBE Firm \_\_\_\_\_ Non-DBE Firm

Firm Name: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Firm Mailing Address \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
\_\_\_\_\_ DBE Firm \_\_\_\_\_ Non-DBE Firm

Firm Name: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Firm Mailing Address \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
\_\_\_\_\_ DBE Firm \_\_\_\_\_ Non-DBE Firm

\_\_\_\_\_  
**SUBMITTED BY (Signature)**

\_\_\_\_\_  
**FIRM NAME**

Submit this form to **Contract Administration as a part of your bid package**. If at least one copy of this form is not **signed** and included as part of the bid packet, your bid will be deemed irregular. Question regarding this form shall be directed to [www.gomdot.com](http://www.gomdot.com) under the current letting webpage. Please make and add copies of this form when needed or attach additional sheets containing the information required by this form and add these sheets to the bid package.

*Mississippi Department of Transportation*

**Section 902  
Contract and Exhibits**

**Woodrow Wilson Avenue Bridge over Mill Street  
Hinds County, Mississippi**

**Project Number  
DB/TCSP-7281-00(003)/106494-301000**

August 28, 2014

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CONTRACT FOR DB/TCSP-7281-00(003)/106494-301000  
LOCATED IN THE COUNTY OF HINDS  
STATE OF MISSISSIPPI,  
COUNTY OF HINDS

THIS CONTRACT IS EXECUTED BY AND BETWEEN THE MISSISSIPPI TRANSPORTATION COMMISSION, A BODY CORPORATE OF THE STATE OF MISSISSIPPI, (“COMMISSION”) AND THE UNDERSIGNED CONTRACTOR, AN ENTITY DULY AUTHORIZED TO DO BUSINESS IN THE STATE OF MISSISSIPPI, (“CONTRACTOR”) EFFECTIVE AS OF THE DATE OF LATEST EXECUTION BELOW.

WITNESSETH:

THAT WHEREAS, the people of the State of Mississippi will benefit from the construction of the said design and construction/repairs to the Woodrow Wilson Avenue Bridge over Mill Street, in Hinds County, Mississippi (hereinafter referred to as “the Project”); and

WHEREAS, the Commission, desires the completion of this Project, as it is in the best interest of the people of the State of Mississippi; and

WHEREAS, the Commission, working with the people, the City of Jackson, the federal government, and other agencies of the State of Mississippi, has devised an innovative plan to allow the commencement and completion of the Project in a timely and cost-effective manner; and

WHEREAS, the Commission is authorized under the provision of Section 65-1-85, Miss. Code Ann. (1972) to utilize the design/build method of procurement to design and construct the Project; and

WHEREAS, after a competitive process, Contractor has been selected to participate in this venture by designing and building the Project; and

WHEREAS, the Commission desires to avail itself of and rely upon Contractor’s expertise and proven track record in designing and constructing such projects, on time and within budget; and

WHEREAS, the Contractor wishes to provide that expertise and to participate in this venture for the good of the people of the State of Mississippi;

NOW THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the Commission and the Contractor mutually agree as follows:

## **I. CONTRACT DOCUMENTS**

The Contract shall be composed of all items (listed A through M) below, and any amendments thereto. Each of these documents below are an essential part of the Contract. The documents are intended to be complementary and are intended to be read as a complete Contract. In case of conflict, ambiguity or inconsistency the order of precedence, from highest to lowest, of the Contract documents shall be:

- A. Section 902
- B. Exhibits to Section 902
  - Exhibit 1 – Environmental Document (Programmatic Categorical Exclusion) and Permits
- C. Section 904
  - Supplements to Notice to Proposers
  - Notice to Proposers
- D. Section 905
- E. Section 906
  - Supplement to Form FHWA-1273
  - Minimum Hourly Wage Rates
  - Federal-Aid Construction Contracts (Form FHWA-1273)
  - Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)
- F. Section 907
  - Supplements to Special Provisions
  - Special Provisions
- G. Contractor's Proposal – Contractor's Technical Proposal – Volume 1 – (Only those items that are a higher standard than the Technical Requirements.)
- H. Technical Requirements for Design and Construction
- I. Final Design Documents (provided by Contractor)
- J. Section 903
  - Contract Bond
- K. Contractor's Proposal - Contractor's Technical Proposal - Volume 1 (Except those items that are a higher standard than the Technical Requirements.)
- L. Request for Proposals and Addenda, if any
- M. Proposer's (Contractor's) Statement of Qualifications

## **II. PROJECT SCOPE**

- A. Project Scope of Work

Contractor shall furnish all services, labor, materials, equipment, supplies, tools, transportation, and coordination required to perform all preliminary and final engineering, surveying, scheduling, permitting, procurement, construction, design quality control, traffic control, and any other services necessary to perform the Project.

The Project Scope shall be as defined in Section 904 – NTP No. 2618 DB and the Contractor's Schedule Certificate.

### III. CONTRACT PRICE/CONTRACT PAYMENTS

#### A. Contract Price

The “Contract Price” shall be the amount shown on Section 905 sheet 2-3.

In consideration for the Contract Price, Contractor shall perform all of its responsibilities under the Contract. The Contract Price shall include all Work identified in the Contractor’s Schedule Certificate.

#### B. Contract Price Adjustments

##### 1. Allowable adjustments

The Contract Price may only be adjusted due to any of the following occurrences:

- (a) Commission approved Scope changes, value engineering proposals, directives or authorized extra work.
- (b) Acts or omissions by Commission or its duly appointed representative that unreasonably interfere with the Contractor’s performance and cause delay of Work on the critical path of the Project.
- (c) Changes in a legal requirement or regulation that becomes effective subsequent to the date of this Contract.
- (d) Discovery of Hazardous Materials not discoverable from a reasonable investigation and analysis of the site prior to the submission of the Volume 2 – Contract Price Proposal.
- (e) Discovery of archeological or paleontological sites, as noted in Subsection 203.03.1 of the Standard Specifications that was not discoverable from a reasonable investigation and analysis of the Site prior to the Proposal Date.

Other than as provided above, the Contract Price shall not be increased for Contract price adjustments or claimed delay damages. The basis for any allowable price adjustment will be a negotiated amount or by Force Account in accordance with Section 109.04 of the Contract.

##### 2. Changes

- (a) A “Change” shall be any deviation or variation from the Project Scope, the Design Criteria or the Construction Criteria of the Project as originally set forth in this Contract. No Change shall be implemented prior to execution of an appropriate Supplemental Agreement. A “Change” may be an “Additive Change” or a “Deductive Change”.
- (b) MDOT may initiate a Change by advising Contractor in writing of the change. Within seven (7) days, Contractor shall prepare and forward to MDOT an estimate of cost or savings, and the impact to the schedule resulting from the change. An independent cost estimate may or may not be performed by the Commission’s duly authorized representative. Parties to the Contract will then

negotiate in good faith partnering efforts to agree on scope and cost impacts. MDOT will advise the Contractor in writing of its approval or disapproval of the change. If the Commission approves the change, the Contractor shall perform the Services as changed.

3. Construction Change Directive

A Construction Change Directive is a written order from MDOT directing a change prior to agreement with the Contractor on adjustment, if any, to the Contract Price or Contract Time.

4. Direct Costs for Construction Change Directive

For the purpose of a Contract Price Adjustment, "Direct Costs" shall be defined as:

- (a) costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- (b) costs of labor for QC, surveying and erosion control or fees paid for this Work directly attributable to the change or event;
- (c) costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- (d) depreciated time value of machinery and equipment owned by Contractor or any affiliated or related entity exclusive of hand tools;
- (e) actual costs paid for rental of machinery and equipment exclusive of hand tools;
- (f) costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes;
- (g) additional costs of supervision and field office personnel directly attributable to the change or event; and
- (h) Costs incurred or fees paid for design work related to the change or event.

## C. Contract Payments

Mobilization shall not exceed 5% of the Contract Price.

MDOT will make Contract Payments in accordance with Subsection 907-109.06 and 907-109.11 of the Technical Standards, Supplements to Special Provisions, and Special Provisions.

## **IV. CONTRACT COMPLETION DATE AND LIQUIDATED DAMAGES**

### **A. Contract Completion Date**

The Contractor shall complete the Project by the date shown on the Contractor's Schedule Certificate, Final Completion Date.

### **B. Failure to Complete on Time and Liquidated Damages**

The Commission will assess liquidated damages against the Contractor for each calendar day beyond the Final Completion Date. The assessment of liquidated damages shall not be considered a penalty; any damages assessed represent a reasonable estimate of fair compensation for the damage of delay that may reasonably be anticipated from the Contractor's failure to complete the Project within the Final Completion Date. If the Contractor fails to complete all items of Work by the Final Completion Date, the Commission will assess liquidated damages of \$1,500 per calendar day until the date all items of Work are completed. The assessment of liquidated damages shall be deducted by the Commission from monies due the Contractor, if sufficient monies are available. Otherwise, the Contractor shall pay to the Commission the liquidated damages assessments within fifteen (15) calendar days of notice that payment is due.

## **V. FORCE MAJEURE**

Delays or failures of performance shall not constitute breach of the Contract if and to the extent such delays or failures of performance are caused by severe and not reasonably foreseeable occurrences beyond the control of the Commission or the Contractor, including, but not limited to: Acts of God or the public enemy; expropriation or confiscation of facilities; compliance with any order of any governmental authority other than the Commission or a party in privity with it; Acts of War; rebellion or sabotage or damages resulting there from; fires, floods, hurricanes, explosions, or accidents that require stoppage of the entire Work, riots or nationwide strikes or other concerted acts of workman, whether direct or indirect, encountering rare or endangered species or any similar causes, which are not within the control of the Commission or the Contractor respectively, and which by the exercise of reasonable diligence, the Commission or the Contractor are unable to prevent. Any expense attributable to such occurrence shall not entitle the Contractor to an adjustment in the Contract Price. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the critical path time lost due to any delay so caused.

## **VI. INDEMNITY**

The Contractor shall indemnify and hold harmless the Commission and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the Contractor, its agents employees, or subcontractors during the performance of this Contract, whether direct or indirect, and whether to any person or property for which the Commission or said parties may be subject, except that neither the Contractor nor any of its agents or sub-contractors will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the Commission or any of its officers, agents or employees.

The Contractor's obligation to indemnify, defend, and pay for the defense, or at the Commission's option, to participate and associate with the Commission in the defense and trial or arbitration of any damage claim, lien or suit and related settlement negotiations shall be initiated by the Commission's notice of claim for indemnification to the Contractor. The Contractor's evaluation of liability, or its inability to evaluate liability, shall not excuse Contractor's duty to defend. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Commission entirely responsible shall excuse performance of this provision by the Contractor. In such case, the Commission shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the Commission agrees to notify the Contractor as soon as practicable after receipt or notice of any claim involving Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage or warranties elsewhere herein.

## **VII. RECORD RETENTION**

The Contractor shall maintain all documents for a period of three (3) years after Payment of Final Voucher.

During the three (3) year retention period, the Commission, the FHWA or duly authorized representatives thereof will be granted access to those documents upon reasonable notice. At any time during the period, the Commission will have the option of taking custody of the documents. The Contractor shall obtain a written release from MDOT prior to destroying the records after the three (3) year retention period.

## **VIII. OWNERSHIP OF DOCUMENTS**

Drawings, specifications, test data, inspection reports, QC documents, daily diaries, record drawings, shop drawings, engineering reports, survey control data, safety records and any other documents, including those in electronic form, prepared by Contractor or Contractor's consultants for the Project are "Project Documents." MDOT shall be the owner of the Project Documents. Upon the Effective Date of this Contract, MDOT grants Contractor and Contractor's consultants permission to reproduce and use the Project Documents for purposes of using, maintaining, upgrading, or adding to the Project. The Contractor shall provide hard copies and electronic copies to MDOT before Final Acceptance.

## **IX. RELATIONSHIP OF THE PARTIES**

The relationship of the Contractor to the Commission is that of an independent contractor, and said Contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Commission by reason hereof. The Contractor will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the Commission, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

The Commission executes all directives and orders through the Mississippi Department of Transportation. All notices, communications and correspondence between the Commission and the Contractor shall be directed to the Project Director and Commission designated agents shown in Section XI.

The terms "MDOT" and "Commission" as used in the Contract may be interchanged as appropriate.

## **X. ORGANIZATIONAL CONFLICTS OF INTEREST**

The Responder's attention is directed to 23 CFR Section 636 Subpart A and in particular to Subsection 636.116 regarding organizational conflicts of interest. Section 636.103 defines "organizational conflict of interest" as follows:

"Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage."

Responders shall provide information concerning potential organizational conflicts of interest and disclose all relevant facts concerning any past, present or currently planned interests which may present an organizational conflict of interest. Responder shall state how its interests or those of its chief executives, directors, Key Individuals for this Project, or any proposed consultant, contractor or subcontractor may result, or could be viewed as, an organizational conflict of interest.

Responders are prohibited from receiving any advice or discussing any aspect relating to the Project or procurement of the Project with any person or entity with an organizational conflict of interest, including, but not limited to Crown Engineering PLLC, Neel-Schaffer, Inc., and any of their affiliates. Such persons and entities are prohibited from participating on a Responder team relating to this Project.

The Responder agrees that, if an organizational conflict of interest is discovered, the Responder must make an immediate and full disclosure to MDOT that includes a description of the action that the Responder has taken or proposes to take to avoid or mitigate such conflict. If after award of the contract, an organizational conflict of interest is determined to exist, MDOT may, at its discretion, cancel the Design-Build contract for the Project at no additional cost. If the Responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MDOT, then MDOT may terminate the contract for default.

**If no potential conflict of interest exists, the Responder should indicate so in their Volume 1 - Technical Proposal.**

## **XI. GENERAL PROVISIONS**

### **A. Laws**

This Contract shall be governed by and interpreted in accordance with the substantive laws of the State of Mississippi.

### **B. Headings and Titles**

Headings and titles of the various parts of this Contract are for convenience of reference only and shall not be considered in interpreting the text of this Contract. Modifications or amendments to this Contract must be in writing and executed by duly authorized representatives of each party.

C. Severability

To the extent that this Contract may be construed as to any portion to be violative of any State, Federal or local ordinance, statute, law or executive order, now or in the future, the balance hereof shall remain in full force and effect.

D. Written Notices

All deliveries and notices pertaining to this Contract shall be in writing and, if to Commission, will be sufficient when sent registered or certified mail, or faxed with proof of receipt, to MDOT addressed to the MDOT Project/Resident Engineer.

Brian Ratliff, PE  
**Project/Resident Engineer**  


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P.O. Box 6386  


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Pearl, MS 39288-6386  


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Fax: (601) 354-6326  


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All notices to Contractor shall be sufficient when registered or certified mail, or faxed with proof of receipt, to Contractor addressed as follows:

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**Project Director**  


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E. Understanding

The Contract Documents set forth the full and complete understanding of the parties as of the Effective Date defined herein, and supersede any and all agreements and representations made or dated prior thereto.

F. Failure to Enforce

In no event shall any failure by either party hereto to fully enforce any provision to this Contract be construed as a waiver by such party of its right to subsequently enforce, assert or rely upon such provision.

G. Contract Rights

Nothing in this Contract is intended to create any Contract rights for any party other than the Commission and Contractor, nor are any third-party beneficiary rights intended to be created hereby.

**XII. AUTHORITY**

We the undersigned do hereby certify that we have the authority to execute this Contract for and on behalf of the entity listed below.

WITNESS my signature in execution hereof, this the \_\_\_\_ day of \_\_\_\_\_, 2014.

**CONTRACTOR**

\_\_\_\_\_

TITLE: \_\_\_\_\_

Attest: \_\_\_\_\_

WITNESS my signature in execution hereof, this the \_\_\_\_ day of \_\_\_\_\_, 2014.

MISSISSIPPI TRANSPORTATION COMMISSION,  
BY AND THROUGH THE DULY AUTHORIZED  
EXECUTIVE DIRECTOR OF THE MISSISSIPPI  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Melinda L. McGrath PE, Executive Director  
Mississippi Department of Transportation

\_\_\_\_\_  
Secretary to the Commission

**Award authorized by the Mississippi Transportation Commission in session on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Book \_\_\_\_\_, Page\_\_\_\_\_**

## CERTIFICATION OF CONTRACTOR

I hereby certify that I am the duly authorized representative of the Contractor and that neither I nor the above Contractor has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Contractor ) to solicit or secure this Contract;
- (b) Agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Contractor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract except as here expressly stated (if any);
- (d) 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 the submitted Proposal.

I acknowledge that this certificate is to be furnished to the Department, the Federal Highway Administration, and the U. S. Department of Transportation, and is subject to applicable State and Federal laws, both criminal and civil.

By: \_\_\_\_\_  
Contractor

Date: \_\_\_\_\_

## CERTIFICATION OF DIRECTOR

I hereby certify that I am the Executive Director of the Mississippi Department of Transportation (MDOT) of the State of Mississippi and that the above Contractor or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Contract to:

(a) employ or retain, or agree to employ or retain, any firm or person,

or

(b) pay, or agree to pay, to any firm, person, or organization, any fee, contributions, donations, or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Federal Highway Administration, and U. S. Department of Transportation, and is subject to applicable State and Federal laws, both criminal and civil.

By: \_\_\_\_\_

Melinda L. McGrath, PE  
Executive Director

Date: \_\_\_\_\_

MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
ENVIRONMENTAL DIVISION  
ENVIRONMENTAL CLASS OF ACTION DETERMINATION

DISTRICT NO: 5		F.A. NO: 7821		7. APPROVED BY:			
PROJECT NO: TCSP-7821-00(003)		HIGHWAY NO: Woodrow Wilson Avenue		DISTRICT ENGINEER <i>David Foster</i> DATE: 12/23/2013			
SECTION NO: 00		COUNTY: Hinds		PLANNING ENGINEER <i>[Signature]</i> DATE: 12/23/2013			
STIP REVIEWED <input checked="" type="checkbox"/>	RE-EVALUATION STATUS <input type="checkbox"/>	GOLD SHEET COMMITMENTS <input type="checkbox"/>	PROGRAMMATIC AGREEMENT <input checked="" type="checkbox"/>	ROADWAY DESIGN ENGINEER <i>John M. Lee</i> DATE: 12/30/2013			
1. PROJECT TERMINI: <b>Bridge No. SA250000000260 over the CNRR and North Mill Street.</b>				ENVIRONMENTAL ENGINEER / ADMINISTRATOR <i>[Signature]</i> DATE: 01/14/2014			
(A.) EXISTING CONDITIONS: The bridge girder welds have cracked, bridge railing is damaged, sidewalk cantilevers are cracked and spalled, web stiffeners have section loss, bearings have heavy rust and are frozen, cross frames have pack rust and the scuppers are clogged.				8. FHWA CONCURRENCE: FHWA DIVISION ADMINISTRATOR <b>Programmatic Agreement</b> DATE: 01/14/2014			
(B.) PROPOSED IMPROVEMENTS: Repair existing deficiencies by installation of repair plates, cleaning/painting or replacement of bearings, cleaning of scuppers and concrete repair where necessary.				9. RE-EVALUATION APPROVAL Approved (FHWA Memo August 26, 2002) DATE:			
(C.) PRELIMINARY PURPOSE & NEED: To extend the life of the bridge and maintain the safety of the traveling public.							
(D.) NEW ROW REQUIRED: YES <input type="radio"/> NO <input checked="" type="radio"/>							
2. ENVIRONMENTAL CONSEQUENCES EVALUATION (CHECK ONE)				SIGN.	MIN.	NONE	COMMENTS IDENTIFYING ISSUES WHICH MAKES IMPACT SIGNIFICANT OR MINIMAL
A. LAND USE IMPACTS	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>				
B. FARMLAND IMPACTS	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>				
C. SOCIAL IMPACTS	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>				
D. RELOCATION IMPACTS	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>				
E. ECONOMIC IMPACTS	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>				
F. JOINT DEVELOPMENT	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>				
G. CONSIDERATIONS RELATING TO PEDESTRIANS & BICYCLISTS	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>				
H. AIR QUALITY IMPACTS	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>				
I. NOISE IMPACTS	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>				
J. WATER QUALITY IMPACTS	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>				
K. PERMITS	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>				
L. WETLAND/STREAM IMPACTS	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>				
M. WATER BODY MODIFICATION & WILDLIFE IMPACTS	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>				
N. FLOODPLAIN IMPACTS	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>				
O. WILD & SCENIC RIVERS	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>				
P. COASTAL BARRIERS	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>				
Q. COASTAL ZONE IMPACTS	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>				
R. THREATENED OR ENDANGERED SPECIES	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>				
S. HISTORIC & ARCHAEOLOGICAL PRESERVATION / 4(f) LANDS	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>				
T. HAZARDOUS WASTE SITES	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>				
U. VISUAL IMPACTS	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>				
V. ENERGY	<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>				
W. CONSTRUCTION IMPACTS	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>				Lane closure restrictions will be utilized.
3. PUBLIC INVOLVEMENT RECOMMENDATIONS: Notification of lane closure restrictions.							
4. ACTIONS REQUIRED:		CATEGORICAL EXCLUSION <input checked="" type="checkbox"/>		106 CONSULTATION <input type="checkbox"/>		ENDANGERED SPECIES ASSESSMENT <input type="checkbox"/>	
		EA/FONSI <input type="checkbox"/>		NOISE STUDY <input type="checkbox"/>		SHPO LETTER <input checked="" type="checkbox"/>	
		EIS <input type="checkbox"/>				4 (f) STATEMENT <input type="checkbox"/>	
CLASS DETERMINATION: 23 CFR 771.117 d(3)							
5. WETLANDS/STREAMS FINDING (CEX ONLY): None. Project will be constructed within existing ROW.							
6. OTHER REMARKS: 106494/301000							



PO Box 571, Jackson, MS 39205-0571  
601-576-6850 • Fax 601-576-6975  
mdah.state.ms.us  
*H. T. Holmes, Director*

December 20, 2013

Ms. Kim Thurman  
MDOT  
Environmental Division  
P.O. Box 1850  
Jackson, Mississippi 39125-1850

RE: Proposed maintenance project for Woodrow Wilson Bridge in Jackson, MDOT #  
TCSP-7821-00(003)LPA/106494/801000, MDAH Project Log #12-025-13,  
Hinds County

Dear Kim:

We have reviewed your request for a cultural resources assessment, received on December 3, 2013, for the above referenced undertaking, pursuant to our responsibilities under Section 106 of the National Historic Preservation Act and 36 CFR Part 800. After review, we concur that the Woodrow Wilson Bridge is not listed in or eligible for listing in the National Register of Historic Places, and that no eligible resources are likely to be affected. Therefore, we have no objections with the proposed undertaking.

If you need further information, please let us know.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg", is positioned above the typed name of the sender.

Greg Williamson  
Review and Compliance Officer  
Historic Preservation Division

FOR: H.T. Holmes  
State Historic Preservation Officer

*Mississippi Department of Transportation*

**Section 903  
Performance and Payment Bond**

**Woodrow Wilson Avenue Bridge over Mill Street  
Hinds County, Mississippi**

**Project Number  
DB/TCSP-7281-00(003)/106494-301000**

August 28, 2014



Now therefore, if the above bounden \_\_\_\_\_

\_\_\_\_\_ in all things shall stand to and abide by and well and truly observe, do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said contract, contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the material and equipment specified in said contract in strict accordance with the terms of said contract which said plans, specifications and special provisions are included in and form a part of said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in Subsection 109.11 of the approved specifications, and save harmless said Mississippi Transportation Commission from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by the State at the instance of the Mississippi Transportation Commission or any officer of the State authorized in such cases, for double any amount in money or property, the State may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of the Contractor(s), his (their) agents or employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages, any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the Executive Director of the Mississippi Department of Transportation, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

Witness our signatures and seals this the \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_.

\_\_\_\_\_  
(Contractors) Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_

By \_\_\_\_\_

(Signature) Attorney in Fact

Address \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

(Contractor's Seal)

\_\_\_\_\_  
(Printed) MS Agent

\_\_\_\_\_  
(Signature) MS Agent

Address \_\_\_\_\_

\_\_\_\_\_

(Surety Seal)

\_\_\_\_\_  
Mississippi Insurance ID Number