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SM No. CBR0016010342

# PROPOSAL AND CONTRACT DOCUMENTS

## FOR THE CONSTRUCTION OF

03

Bridge Replacement on SR 8 over the Quiver River (Bridge No. 31.2), known as  
Federal Aid Project No. BR-0016-01(034) / 106912301 in Sunflower County.

Project Completion: 295 Working Days

**(STATE DELEGATED)**

### NOTICE

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

Electronic addendum updates will be posted on [www.gomdot.com](http://www.gomdot.com)

# SECTION 900

## OF THE CURRENT 2017 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

JACKSON, MISSISSIPPI

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
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**PROJECT: BR-0016-01(034)/106912301 - Sunflower**

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OF SECTION 905 AS ADDENDA)

06/27/2024 02:55 PM

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

## SECTION 901 - ADVERTISEMENT

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

Bridge Replacement on SR 8 over the Quiver River (Bridge No. 31.2), known as Federal Aid Project No. BR-0016-01(034) / 106912301 in Sunflower County.

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

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

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

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

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

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

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

BRAD WHITE  
EXECUTIVE DIRECTOR

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SUPPLEMENT TO NOTICE TO BIDDERS NO. 1**

**DATE: 06/08/2021**

**SUBJECT: Governing Specifications**

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

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

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO BIDDERS NO. 1**

**CODE: (IS)**

**DATE: 03/01/2017**

**SUBJECT: Governing Specifications**

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

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

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

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO BIDDERS NO. 2**

**CODE: (IS)**

**DATE: 03/01/2017**

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

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

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

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

**STATUS OF RIGHT-OF-WAY**

BR-0016-01(034)

106912/301000

Sunflower County

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

**None**



STATUS OF POTENTIALLY CONTAMINATED SITES

BR-0016-01(034)  
106912-301000  
Sunflower County  
November 3, 2022

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

ASBESTOS CONTAMINATION STATUS OF BUILDINGS  
TO BE REMOVED BY THE CONTRACTOR

BR-0016-01(034)  
106912-301000  
Sunflower County  
November 3, 2022

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

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

There are no buildings in the contract to be removed.

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

## *Inter-Departmental Memorandum*

**To:** Right of Way Division  
Trudi Loflin

**Date:** November 1, 2022

**From:** Pre-Construction Engineer District 3  
Adam Boggan

**Project No:** 106912/301000  
BR-0016-01(034)

**County:** Sunflower

### DISTRICT STATUS REPORT

1. **STATUS OF RIGHT OF WAY:** All work to be done within existing ROW.
2. **RIGHT OF WAY CLEARANCE:** There are no encroachments.
3. **STATUS OF AFFECTED RAILROAD OPERATING FACILITIES:** None affected.
4. **STATUS OF REQUIRED UTILITY RELOCATIONS:** No utility conflicts.
5. **STATUS OF CONSTRUCTION AGREEMENT:** None required.

AB:ab

pc: Michael Hogan (District Three)  
Wade Yeates (District Three)  
Alex Zivic (Construction Division)  
Trudi Loflin (Right of Way)  
File

Improvements to be included in Notice to Bidders to be removed by the Construction Contractor  
FMS Construction Project No: 106912-301000  
FMS ROW Project No: 106912-201000  
External ROW No: BR-0016-01(034)

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

**NA**

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 3**

**CODE: (SP)**

**DATE: 01/17/2017**

**SUBJECT: Final Clean-Up**

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

Litter shall include, but not be limited to, solid wastes such 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 BIDDERS NO. 113**

**CODE: (SP)**

**DATE: 04/18/2017**

**SUBJECT: Tack Coat**

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

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

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 296**

**CODE: (SP)**

**DATE: 07/25/2017**

**SUBJECT: Reduced Speed Limit Signs**

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

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 445**

**CODE: (SP)**

**DATE: 10/10/2017**

**SUBJECT: Mississippi Agent or Qualified Nonresident Agent**

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



## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 516

CODE: (IS)

DATE: 11/28/2017

SUBJECT: Errata and Modifications to the 2017 Standard Specifications

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

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

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 757

CODE: (IS)

DATE: 03/20/2018

SUBJECT: Additional Erosion Control Requirements

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

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

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

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

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

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

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

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 1225**

**CODE: (SP)**

**DATE: 11/13/2018**

**SUBJECT: Early Notice to Proceed**

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

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

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

**CODE: (IS)**

**DATE: 11/16/2018**

**SUBJECT: Material Storage Under Bridges**

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

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 1241**

**CODE: (IS)**

**DATE: 11/27/2018**

**SUBJECT: Fuel and Material Adjustments**

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

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 1434**

**CODE: (IS)**

**DATE: 03/06/2019**

**SUBJECT: Erosion Control Plan**

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

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 1606**

**CODE: (SP)**

**DATE: 04/25/2019**

**SUBJECT: Detour Bridge Piling**

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



**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 1963**

**CODE: (SP)**

**DATE: 9/23/2019**

**SUBJECT: Guardrail Pads**

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

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 2172**

**CODE: (SP)**

**DATE: 01/06/2020**

**SUBJECT: App for Storm Water Reports**

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

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

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO BIDDERS NO. 2206**

**CODE: (IS)**

**DATE: 01/14/2020**

**SUBJECT: MASH Compliant Devices**

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

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

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

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

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

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 2273**

**CODE: (SP)**

**DATE: 02/12/2020**

**SUBJECT: Mississippi Special Fuel Tax Law**

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

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

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

### Gasoline Used for Non-Highway Purposes

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

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

### Refund Gasoline User

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

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

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

### Refund Gasoline Dealer

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

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

### Dyed Diesel Used for Non-Highway Purposes

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

### Dyed Diesel Used on the Highway

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

### Identifying Dyed Diesel

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



## Special Fuel Used on Government Contracts

### State and Local Government Contracts

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

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

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

### Special Fuel Direct Pay Permit

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

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

### Special Fuel Distributors

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

### Environmental Protection Fee

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

### Penalties

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



**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 2782**

**CODE: (SP)**

**DATE: 8/13/2020**

**SUBJECT: DBE Pre-Bid Meeting**

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

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

Password (if prompted): 272147

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

1-888-227-7517

Conference Code: 404496

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2954

CODE: (IS)

DATE: 12/01/2020

SUBJECT: Reflective Sheeting for Signs

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

### Temporary Construction Signs

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

### Permanent Signs

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

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



**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 3676**

**CODE: (SP)**

**DATE: 09/21/2021**

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

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

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO BIDDERS NO. 3963**

**CODE: (SP)**

**DATE: 01/19/2022**

**SUBJECT: Super Silt Fence**

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

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

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4113

CODE: (SP)

DATE: 03/23/2022

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

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

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

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO BIDDERS NO. 4638**

**CODE: (SP)**

**DATE: 05/10/2024**

**SUBJECT: Storm Water Discharge Associated with Construction Activity  
(≥ 5 Acres)**

**PROJECT: BR-0016-01(034) / 106912301 - Sunflower County**

A Construction Storm Water General NPDES Permit to discharge storm water associated with construction activity is required.

The Department has acquired Certificate of Permit Coverage **MSR-108884** under the Mississippi Department of Environmental Quality's (MDEQ) Storm Water Large Construction General Permit. Projects issued a certificate of permit coverage are granted permission to discharge treated storm water associated with construction activity into State waters. Copies of said permit, completed Large Construction Notice of Intent (LCNOI), and Storm Water Pollution Prevention Plan (SWPPP) are on file with the Department.

Prior to the execution of the contract, the successful bidder shall execute and deliver to the Executive Director an original signed copy of the completed Prime Contractor Certification Forms.

Failure of the bidder to execute and file the completed Prime Contractor Certification Forms shall be just cause for the cancellation of the award.

The executed Prime Contractor Certification Forms shall be prima facie evidence that the bidder has examined the permit, is satisfied as to the terms and conditions contained therein, and that the bidder has the primary responsibility for meeting all permit terms including, but not limited to, the inspection and reporting requirements. For this project, the Contractor shall furnish, set up and read, as needed, an on-site rain gauge.

The Contractor shall make inspections in accordance with condition No. S-5, page 26, and shall furnish the Project Engineer with the results of each weekly inspection as soon as possible following the date of inspection. A copy of the inspection form is provided with the packet. The weekly inspections must be documented monthly on the Inspection and Certification Form. The Contractor's representative and the Project Engineer shall jointly review and discuss the results of the inspections so that corrective action can be taken. The Project Engineer shall retain copies of the inspection reports.

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

By a full maintenance release or confirmation by the Permit Closeout Committee that the permit is ready for termination, the Construction Division shall submit a completed Request for Termination (RFT) of Coverage to the Office of Pollution Control.

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

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 4699**

**CODE: (SP)**

**DATE: 11/22/2022**

**SUBJECT: Right-of-Way Plat**

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

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO BIDDERS NO. 4702**

**CODE: (SP)**

**DATE: 11/22/2022**

**SUBJECT: App for Traffic Control Reports**

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

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

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

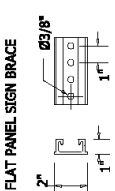
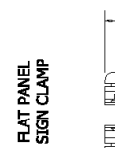

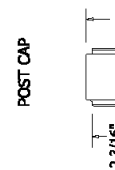
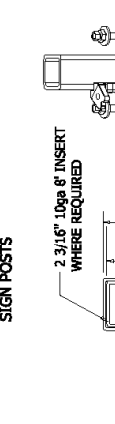
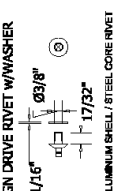
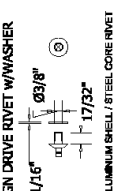

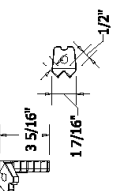
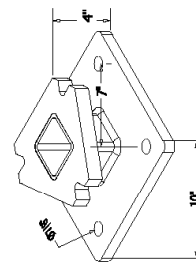
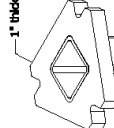
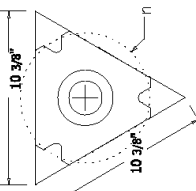
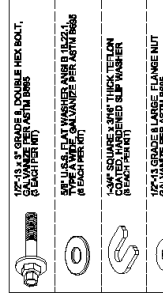
**SECTION 904 - NOTICE TO BIDDERS NO. 5086**

**CODE: (SP)**

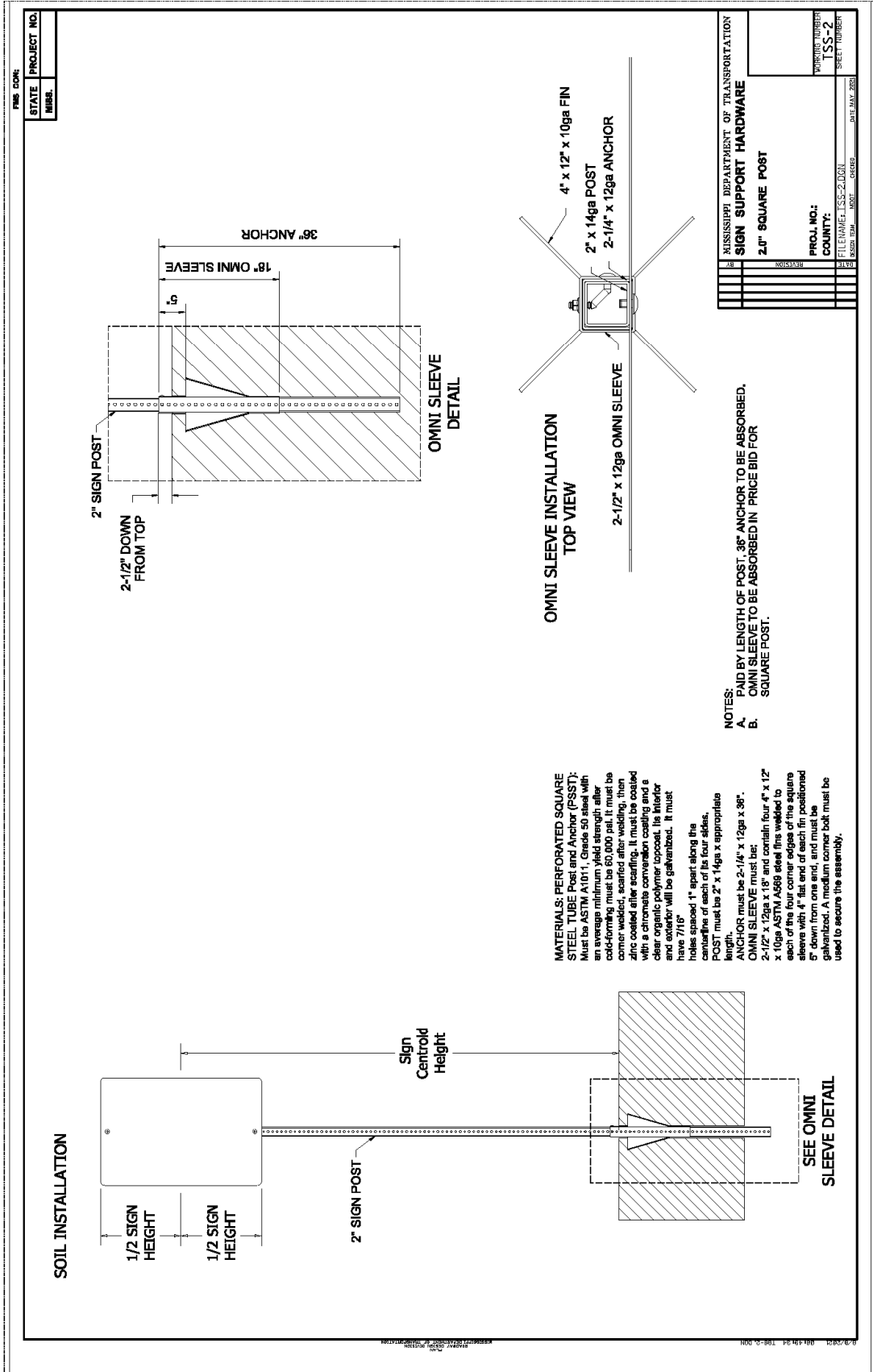
**DATE: 05/02/2023**

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

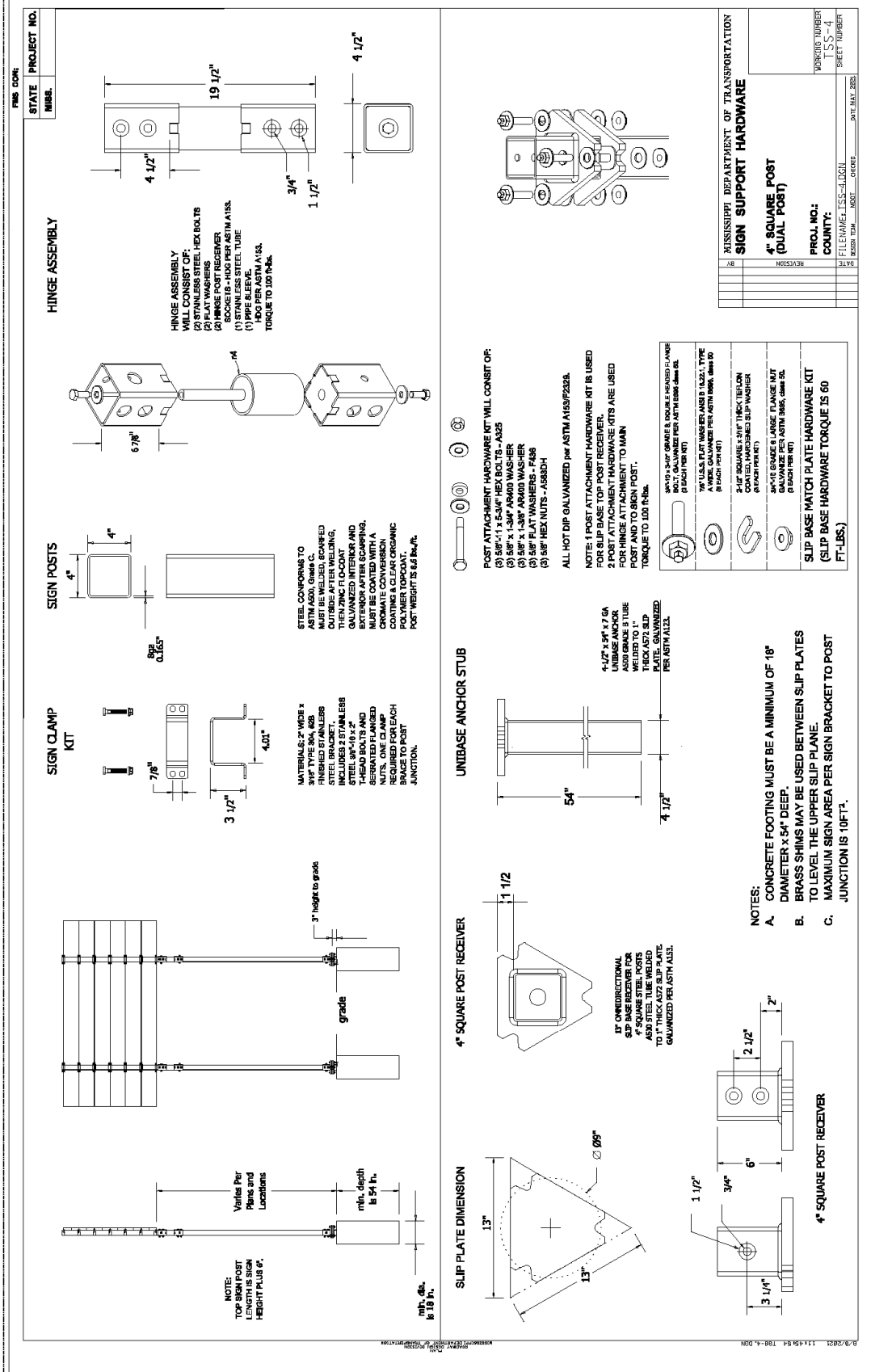
Bidders are advised that the following drawings shall be used in the manufacture and installation of square tube sign posts, unless otherwise directed by the Engineer.

SIGN BRACE  <p style="font-size: 8px;">6061-T6 ALUMINUM ALLOY; 3/8" DEPTH X 1/8" NOMINAL WALL THICKNESS. BRACE CENTERED ALONG ENTIRE LENGTH OF THE BRACE. A MINIMUM OF TWO HORIZONTAL BRACES MUST BE USED.</p>	FLAT PANEL SIGN CLAMP  <p style="font-size: 8px;">MATERIALS: 1/4" WIDE x 1/8" TYPE 304, 302 FINISHED STAINLESS STEEL. FASTENER INCLUDES STAINLESS STEEL 3/8" x 1/8" 2" CARRIAGE BOLT AND 3/8" WIDE ALUMINUM NUT. ONE (1) TO BE PLANGED REQUIRED FOR EACH BRACE TO POST JUNCTION.</p>	EXTRUDED PANEL SIGN CLAMP  <p style="font-size: 8px;">MATERIALS: 1/4" WIDE x 1/8" TYPE 304, 302 FINISHED STAINLESS STEEL. FASTENER INCLUDES STAINLESS STEEL 3/8" x 1/8" 2" CARRIAGE BOLT AND 3/8" WIDE ALUMINUM NUT. ONE (1) TO BE PLANGED REQUIRED FOR EACH BRACE TO POST JUNCTION.</p>	POST CAP  <p style="font-size: 8px;">MADE OF 10GA. REGALVANIZED STEEL WITH AN ID CAPABLE OF FITTING OVER THE END OF A 2 3/16" DIA. SIGN POST. WITHOUT ANY FASTENERS. A COAT ALUMINUM FRICTION FIT CAP MAY ALSO BE USED.</p>	SIGN POSTS  <p style="font-size: 8px;">example slip base assembly (detailed below)</p>	SIGN BRACE  <p style="font-size: 8px;">3/8" ALUMINUM SHELL / STEEL CORE RIVET MUST BE PRE-INSTALLED AND FT. INTO SIGN BRACE TO SECURE ALUMINUM SIGN BRACE TO SIGN POST. GRIP RANGE ALUMINUM POST RIVETS (#46).</p>	SIGN DRIVE RIVET W/WASHER 	2-1/2" SQUARE POST RECEIVER  <p style="font-size: 8px;">RECEIVER TO BE CAST FROM DUCTILE IRON CLASS 45-12 GALVANIZED PER ASTM A153.</p>	POST LOCKING WEDGE  <p style="font-size: 8px;">LOCKING WEDGE FORGED FROM SAE 105 STEEL AND GALVANIZED PER ASTM A153.</p>	SURFACE MOUNT BASE  <p style="font-size: 8px;">AS72 SLIP PLATE WELDED TO A500 GRADE B TUBE WELDED TO AS72 MOUNTING PLATE. GALVANIZED PER ASTM A153.</p>	UNIBASE ANCHOR STUB  <p style="font-size: 8px;">38" UNIBASE ANCHOR A500 GRADE B TUBE WELDED TO AS72 GALVANIZED PER ASTM A153.</p>	SLIP PLATE DIMENSION 	SLIP BASE MATCH PLATE HARDWARE KIT  <p style="font-size: 8px;">1 1/2" DIA. 2" LONG 5/16" DIA. HEX BOLT, GALVANIZED PER ASTM A153 2 1/2" DIA. 1/4" WIDE UNIBASE SLIP PLATE HARDWARE KIT AS72 COATED GALVANIZED SLIP WASHER (6061-T6 ALUMINUM) 1 1/2" DIA. 3/16" THICK TITANUM COATED GALVANIZED SLIP WASHER (6061-T6 ALUMINUM) 1 1/2" DIA. 3/16" THICK FLANGE NUT (6061-T6 ALUMINUM) GALVANIZED PER ASTM A153</p>	MISSISSIPPI DEPARTMENT OF TRANSPORTATION <b>SIGN SUPPORT HARDWARE</b> 2 1/2" SQUARE POST PROJ. NO.: COUNTY: FILE # 155-1-1001 DATE: MAY 2023 MISSISSIPPI DEPARTMENT OF TRANSPORTATION TSS-1 SHEET NUMBER
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<p style="text-align: right;">FMS CON: _____</p> <p style="text-align: right;">STATE PROJECT NO. _____</p> <p style="text-align: right;">MISS. _____</p>	<p style="text-align: center;"><b>SIGN POSTS</b></p> <p style="text-align: center;">4" 8" 0.165"</p> <p style="text-align: center;"><b>SIGN CLAMP KIT</b></p> <p style="text-align: center;">7/8" 3 1/2" 4.91"</p>	<p style="text-align: center;"><b>SIGN POSTS</b></p> <p>STEEL CONFORMS TO ASTM A500, Grade C. MUST BE WELDED, SCARFED OUTSIDE AFTER WELDING, THEN ZINC FLOCCED AND COATED AFTER SCARFING. MUST BE COATED WITH A CROMATE CONVERSION COATING &amp; CLEAR ORGANIC POLYMER TOPCOAT. POST WEIGHT IS 6.1 LB/LF.</p>	<p style="text-align: center;"><b>UNIBASE ANCHOR STUB</b></p> <p style="text-align: center;">1 1/2" 5 1/2" 4 1/2"</p> <p style="text-align: center;">4 1/2" x 5 1/2" x 7 GA UNIBASE ANCHOR AS90 GRADE B TUBE WELDED TO 1" THICK A572 SLIP PLATE GALVANIZED PER ASTM A153.</p>
<p style="text-align: center;"><b>SIGN CLAMP KIT</b></p> <p style="text-align: center;">7/8" 3 1/2" 4.91" 7" height to grade</p> <p style="text-align: center;">VARIES PER PLANS AND LOCATIONS</p> <p style="text-align: center;">min. depth is 5 1/2 ft.</p> <p style="text-align: center;">min. db. is 1.8 ft.</p>	<p style="text-align: center;"><b>SIGN CLAMP KIT</b></p> <p>MATERIALS: 2" WIDE x 3/4" TYPE 304, A228 FINISHED STAINLESS STEEL BRACKET. INCLUDES 2 STAINLESS THREADED BOLTS AND SERRATED FLANGED NUTS. ONE CLAMP REQUIRED FOR EACH BRACE TO POST JOINTION.</p>	<p style="text-align: center;"><b>UNIBASE ANCHOR STUB</b></p> <p>CONCRETE FOOTING MUST BE A MINIMUM OF 18" DIAMETER x 54" DEEP.</p> <p>BRASS SHIMS MAY BE USED BETWEEN SLIP PLATES TO LEVEL THE UPPER SLIP PLANE.</p> <p>MAXIMUM SIGN AREA PER SIGN BRACKET TO POST JUNCTION IS 10FT<sup>2</sup>.</p>	<p style="text-align: center;"><b>4" SQUARE POST RECEIVER</b></p> <p style="text-align: center;">1 1/2"</p> <p style="text-align: center;"><b>13" OMNIDIRECTIONAL SLIP BASE RECEIVER FOR 4" SQUARE POST</b></p> <p>13" x 13" x 1" THICK A572 SLIP PLATE GALVANIZED PER ASTM A153.</p> <p style="text-align: center;">13" 13" 69° 1 1/2"</p>
<p style="text-align: center;"><b>SIGN CLAMP KIT</b></p> <p style="text-align: center;">7/8" 3 1/2" 4.91" 7" height to grade</p>	<p style="text-align: center;"><b>SLIP BASE ASSEMBLY</b></p> <p style="text-align: center;">2" 3 1/4" 6" 2 1/2"</p> <p style="text-align: center;"><b>4" SQUARE POST RECEIVER</b></p> <p style="text-align: center;">1 1/2" 3/4" 3 1/4"</p>	<p style="text-align: center;"><b>SLIP BASE ASSEMBLY</b></p> <p>POST ATTACHMENT HARDWARE KIT WILL CONSIST OF:</p> <ul style="list-style-type: none"> <li>(3) 5/8"-11 x 5-3/4" HEX BOLTS - A325</li> <li>(3) 5/8" x 4-3/4" AR400 WASHER</li> <li>(3) 5/8" x 4-3/8" AR400 WASHER</li> <li>(3) 5/8" HEX NUTS - A563D8</li> </ul> <p>ALL NOT DIP GALVANIZED per ASTM A153F222A.</p> <p>NOTE: 1 POST ATTACHMENT HARDWARE KIT IS USED FOR SLIP BASE TOP POST RECEIVER.</p> <p>TORQUE TO 100 FT-LBS.</p>	<p style="text-align: center;"><b>4" SQUARE POST RECEIVER</b></p> <p style="text-align: center;">1 1/2" 3/4" 3 1/4"</p>
<p style="text-align: center;">MISSISSIPPI DEPARTMENT OF TRANSPORTATION</p> <p style="text-align: center;"><b>SIGN SUPPORT HARDWARE</b></p> <p style="text-align: center;"><b>4" SQUARE POST (SINGLE POST)</b></p> <p style="text-align: center;">PROJ. NO.: _____</p> <p style="text-align: center;">COUNTY: _____</p> <p style="text-align: center;">DRAWN BY: _____</p> <p style="text-align: center;">CHECKED: _____</p> <p style="text-align: center;">DATE: _____</p> <p style="text-align: right;">WORKING DRAWING TSS-3 SHEET NUMBER</p>			



**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 5551**

**CODE: (IS)**

**DATE: 12/06/2023**

**SUBJECT: Federal Bridge Formula**

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

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

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

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

or

[https://ops.fhwa.dot.gov/freight/publications/brdg\\_frm\\_wghts/](https://ops.fhwa.dot.gov/freight/publications/brdg_frm_wghts/)

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

### SUPPLEMENT TO NOTICE TO BIDDERS NO. 5605

**DATE:**       **01/12/2024**

The goal is 3 percent for the Disadvantaged Business Enterprise. All Bidders are required to submit Form OCR-481 for all DBEs. Bidders are advised to check the bid tabulation link for this project on the MDOT website at:

[https://mdot.ms.gov/portal/current\\_letting](https://mdot.ms.gov/portal/current_letting)

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

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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

**CODE: (IS)**

**DATE: 01/12/2024**

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

## **DEFINITIONS**

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

“DOT” means the United States Department of Transportation.

“DBE” means disadvantaged business enterprise.

“MDOT” means the Mississippi Department of Transportation.

“DBE Program” means MDOT’s DBE Program.

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

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

Copies of the DBE Program Manual may be obtained from:

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

or can be found on MDOT’s website at [www.mdot.ms.gov](http://www.mdot.ms.gov) under the Business Center under Civil Rights tab.

## **POLICY**

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

### **DBE DIRECTORY**

A list of certified DBE contractors can be found on MDOT’s website at [www.mdot.ms.gov](http://www.mdot.ms.gov) under the Business Center and Project Letting tab. The DBE firm must be certified at the time the project is let and approved by MDOT to count towards meeting the DBE goal.

### **PRE-BID MEETING**

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

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

### **AWARD**

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

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

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

### **DBE REPORTS**

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

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

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

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

### **CONTRACTOR ASSURANCES**

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

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



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

**CONTRACTOR’S OBLIGATION**

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

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

**CONTRACT GOAL**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **GOOD FAITH EFFORTS DURING THE CONTRACT**

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

Information to be submitted to satisfy MDOT may include:

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

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

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

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

### **PARTICIPATION/DBE CREDIT**

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

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

### **SANCTIONS**

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

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

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

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

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

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

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 5677**

**CODE: (SP)**

**DATE: 06/13/2024**

**SUBJECT: Contract Time**

**PROJECT: BR-0016-01(034) / 106912301 – Sunflower County**

The completion of work to be performed by the Contractor for this project will not be a specified date but shall be when all allowable working days are assessed, or any extension thereto as provided in Subsection 108.06. It is anticipated that the Notice of Award will be issued no later than **August 13, 2024** and the date for Notice to Proceed / Beginning of Contract Time will be **October 14, 2024**.

Should the Contractor request a Notice to Proceed earlier than **October 14, 2024** and it is agreeable with the Department for an early Notice to Proceed, the requested date will become the new Notice to Proceed date. Regardless of whether or not an early Notice to Proceed is granted, contract time will start at the original Notice to Proceed date.

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

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

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 5678

DATE: 06/04/2024

SUBJECT: Specialty Items

PROJECT: BR-0016-01(034)/106912301 - SUNFLOWER

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

### CATEGORY: EROSION CONTROL

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Line No	Pay Item	Description
0100	213-A001	Agricultural Limestone
0110	213-C001	Superphosphate
0120	215-A001	Vegetative Materials for Mulch
0130	216-A001	Solid Sodding
0140	217-A001	Ditch Liner
0150	219-A001	Watering
0160	220-A001	Insect Pest Control
0170	221-A001	Concrete Paved Ditch
0180	223-A001	Mowing
0190	225-A001	Grassing
0200	226-A001	Temporary Grassing
0210	235-A001	Temporary Erosion Checks
0220	237-A002	Wattles, 20"
0230	239-A001	Temporary Slope Drains
0240	246-B001	Rockbags
0730	907-234-A001	Temporary Silt Fence
0740	907-234-C001	Super Silt Fence
0750	907-234-F001	Turbidity Barrier

### CATEGORY: GUARDRAIL, GUIDERAIL

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Line No	Pay Item	Description
0410	606-B001	Guard Rail, Class A, Type 1
0420	606-D022	Guard Rail, Bridge End Section, Type I
0430	606-E001	Guard Rail, Terminal End Section

### CATEGORY: MISCELLANEOUS/ SPECIALTY WORK ITEMS

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Line No	Pay Item	Description
0320	423-A001	Rumble Strips, Ground In

### CATEGORY: PAVEMENT STRIPING AND MARKING

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Line No	Pay Item	Description
0640	626-C001	6" Thermoplastic Double Drop Edge Stripe, Continuous White
0650	626-D002	6" Thermoplastic Double Drop Traffic Stripe, Skip Yellow
0660	627-L001	Two-Way Yellow Reflective High Performance Raised Markers

### CATEGORY: SURVEY AND STAKING

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Line No	Pay Item	Description
0720	699-A001	Roadway Construction Stakes

CATEGORY: TRAFFIC CONTROL - PERMANENT

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Line No	Pay Item	Description
0620	619-H2002	Traffic Signal, Portable, Type 2
0670	630-A003	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness
0680	630-C003	Steel U-Section Posts, 3.0 lb/ft
0690	630-C005	Square Tube Posts, 2.0 lb/ft
0700	630-C1001	Square Post Inner Sleeve
0710	630-G005	Type 3 Object Markers, OM-3R or OM-3L, Post Mounted

CATEGORY: TRAFFIC CONTROL - TEMPORARY

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Line No	Pay Item	Description
0500	619-A1003	Temporary Traffic Stripe, Continuous White, Paint
0510	619-A4003	Temporary Traffic Stripe, Skip Yellow, Paint
0520	619-A5002	Temporary Traffic Stripe, Detail, Paint
0530	619-A6004	Temporary Traffic Stripe, Legend, Paint
0540	619-C7001	Two-Way Yellow Reflective High Performance Raised Marker
0550	619-D1001	Standard Roadside Construction Signs, Less than 10 Square Feet
0560	619-D2001	Standard Roadside Construction Signs, 10 Square Feet or More
0570	619-F3001	Delineators, Guard Rail, White
0580	619-G4001	Barricades, Type III, Double Faced
0590	619-G4005	Barricades, Type III, Single Faced
0600	619-G5001	Free Standing Plastic Drums
0610	619-G7001	Warning Lights, Type "B"
0770	907-619-E3001	Changeable Message Sign



**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 5679**

**CODE (SP)**

**DATE: 05/10/2024**

**SUBJECT: Placement of Fill Material in Federally Regulated Areas**

**PROJECT: BR-0016-01(034) / 106912301 - Sunflower County**

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

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

**Nationwide Permit No. 3 (Waters of the U.S.)**

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

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

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

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 – NOTICE TO BIDDERS NO. 5680**

**CODE: (SP)**

**DATE: 06/04/2024**

**SUBJECT: Special Provisions Related to Concrete**

Bidders are hereby advised that this contract contains one or more of the following **new** Special Provisions related to concrete:

- Special Provision No. 907-501-1, Subject: Concrete Pavement
- Special Provision No. 907-502-1, Subject: Concrete Bridge End Pavement
- Special Provision No. 907-503-1, Subject: Replacement of Concrete Pavement
- Special Provision No. 907-504-4, Subject: Fiber-reinforced Concrete Pavement
- Special Provision No. 907-601-1, Subject: Structural Concrete
- Special Provision No. 907-605-1, Subject: Underdrains
- Special Provision No. 907-701-4, Subject: Hydraulic Cement
- Special Provision No. 907-799-1, Subject: Hydraulic Cement Concrete Mixtures
- Special Provision No. 907-803-6, Subject: Deep Foundations
- Special Provision No. 907-804-13, Subject: Concrete Bridges and Structures
- Special Provision No. 907-804-14, Subject: Bridge Deck Overlay

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 5750**

**CODE: (SP)**

**DATE: 03/19/2024**

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

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

"General Decision Number: MS20240115 01/05/2024

Superseded General Decision Number: MS20230115

State: Mississippi

Construction Type: Highway

County: Sunflower County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS

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

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

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

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

Modification Number      Publication Date  
0                              01/05/2024

SUMS2010-038 08/04/2014

	Rates	Fringes
CARPENTER, Excludes Form Work....	\$ 14.03 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.13 **	0.00
ELECTRICIAN.....	\$ 21.80	7.93
FORM WORKER.....	\$ 12.28 **	0.00
HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck).....	\$ 14.11 **	0.00
INSTALLER - GUARDRAIL.....	\$ 11.42 **	0.00
INSTALLER - SIGN.....	\$ 11.73 **	0.00
IRONWORKER, REINFORCING.....	\$ 16.29 **	0.00
LABORER: Common or General, Including Asphalt Raking, Shoveling, Spreading.....	\$ 10.38 **	0.00
LABORER: Concrete Worker.....	\$ 10.91 **	0.00
LABORER: Flagger.....	\$ 11.48 **	0.00
LABORER: Grade Checker.....	\$ 11.32 **	0.00
LABORER: Landscape.....	\$ 9.77 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 11.08 **	0.00
LABORER: Pipelayer.....	\$ 11.34 **	0.00
LABORER: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 15.15 **	0.00
OPERATOR: Asphalt Spreader.....	\$ 16.03 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 13.38 **	0.00
OPERATOR: Broom/Sweeper.....	\$ 10.77 **	0.00
OPERATOR: Bulldozer.....	\$ 13.67 **	0.00
OPERATOR: Concrete Saw.....	\$ 12.95 **	0.00
OPERATOR: Crane.....	\$ 21.25	0.00
OPERATOR: Distributor.....	\$ 12.38 **	0.00
OPERATOR: Drill.....	\$ 19.22	0.00
OPERATOR: Grader/Blade.....	\$ 14.44 **	0.00
OPERATOR: Grinding/Grooving Machine.....	\$ 15.94 **	0.00
OPERATOR: Loader.....	\$ 12.21 **	60 0.00

OPERATOR: Mechanic.....	\$ 15.32 **	0.00
OPERATOR: Milling Machine.....	\$ 18.16	0.00
OPERATOR: Oiler.....	\$ 12.33 **	0.48
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 12.69 **	0.00
OPERATOR: Piledriver.....	\$ 15.13 **	0.00
OPERATOR: Roller (All Types)....	\$ 11.51 **	0.00
OPERATOR: Scraper.....	\$ 12.96 **	0.00
OPERATOR: Tractor.....	\$ 11.46 **	0.00
OPERATOR: Trencher.....	\$ 15.00 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 12.64 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 13.80 **	0.00
TRUCK DRIVER: Mechanic.....	\$ 14.08 **	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.29 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 10.89 **	0.00
TRUCK DRIVER: Dump Truck (All Types).....	\$ 12.00 **	0.00
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 15.29 **	0.00

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

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

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

like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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 WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative



Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION"

**SUPPLEMENT TO FORM FHWA-1273**

**DATE: 07/26/2022**

**SUBJECT: Federal Contract Provisions for Subcontracts**

**Federal Contract Provisions for Subcontracts**

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

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

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

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

**ATTACHMENTS**

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

**I. GENERAL**

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

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

Form FHWA-1273 must be included in all Federal-aid 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) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

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

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

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

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)**

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

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

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

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

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

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

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

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

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

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

#### **10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

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

(1) The number and work hours of minority and 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 more than \$10,000. 41 CFR 60-1.5.

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

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

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

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

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

#### 1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

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

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

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

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

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

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

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

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

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker ( e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

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

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

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



(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access (1) Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

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

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

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

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

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

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

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

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

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

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

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

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

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

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

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

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

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

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

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

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**3. Instructions for Certification - Lower Tier Participants:**

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

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

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

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

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\*\*\*\*\*

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

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

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

\*\*\*\*\*

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

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

#### **XII. USE OF UNITED STATES-FLAG VESSELS:**

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

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

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

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



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

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

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

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

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

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

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

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

(12/04/2018)

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-101-1

CODE: (IS)

DATE: 07/20/2023

SUBJECT: Definitions and Terms

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

**907-101.01--Abbreviations.** After the abbreviation API on page 1, add the following.

APL Approved Products List

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

AWPA American Wood Protection Association

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

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

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

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

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

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

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-102-2

CODE: (IS)

DATE: 11/22/2017

SUBJECT: **Bidding Requirements and Conditions**

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

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

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

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

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

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-105-2

CODE: (IS)

DATE: 07/20/2023

SUBJECT: Control of Work

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

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

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

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

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

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-106-1

CODE: (IS)

DATE: 10/25/2022

SUBJECT: Control of Materials

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

After Subsection 106.13 on page 47, add the following.

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

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

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

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

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

A list of items that require Buy America Certification may be viewed at [www.goMDOT.com](http://www.goMDOT.com) under Business Center → Engineering Standards/Guides/Manuals → Construction Materials.

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

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

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

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

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-107-2**

**CODE: (SP)**

**DATE: 01/31/2018**

**SUBJECT: Contractor's Erosion Control Plan**

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

**907-107.22--Environmental Protection.**

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

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

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

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

General Permit Coverage No: MSR \_\_\_\_\_  
Project Number: \_\_\_\_\_  
County: \_\_\_\_\_  
Route: \_\_\_\_\_

**SITE INFORMATION**

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

**SEDIMENT AND EROSION CONTROLS**

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

**IMPLEMENTATION SEQUENCE**

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

**MAINTENANCE PLAN**

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

\_\_\_\_\_  
Prime Contractor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

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

**CODE: (SP)**

**DATE: 10/07/2020**

**SUBJECT: Subletting of Contract**

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

**907-108.01--Subletting of Contract.**

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

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-109-5

CODE: (IS)

DATE: 11/14/2023

SUBJECT: Measurement and Payment

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

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

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

**907-109.04--Extra Work.**

**907-109.04.1--Supplemental Agreement.** Delete the second paragraph of Subsection 109.04.1 on page 90.

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

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

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

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

For equipment authorized by the Engineer for use on the force account work, the Engineer will use the equipment rental rates from the “*Rental Rate Blue Book*” as published on the Equipment Watch website [www.equipmentwatch.com](http://www.equipmentwatch.com) for the time period the force account work is authorized to determine payment to the Contractor. The maximum allowable rates

are determined as follows:

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

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

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

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

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

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

**907-109.06--Partial Payment.**

**907-109.06.2--Advancement on Materials.**

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

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

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

[https://mdot.ms.gov/portal/current\\_letting](https://mdot.ms.gov/portal/current_letting)

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-234-1

CODE: (SP)

DATE: 10/13/2021

SUBJECT: Silt Fence

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

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

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

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

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-501-1**

**CODE: (IS)**

**DATE: 11/21/2023**

**SUBJECT: Concrete Pavement**

Section 501, Concrete Pavement, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

**907-501.02--Materials.** In the list of materials and subsections in Subsection 501.02 on page 338, make the following changes.

Change:

“Cement” to “Portland Cement” ..... 701.01 and 701.02

Add:

Blended Cement ..... 701.01 and 701.04

Delete Subsection 501.02.1 on pages 338 and 339, and substitute the following.

**907-501.02.1--Hydraulic Cement Concrete Mixture.** The hydraulic cement concrete mixture design shall meet the requirements in Section 907-799 for Class PA.

**907-501.05--Basis of Payment.** Delete pay items 501-A, 501-B and 501-F on page 359, and substitute the following.

907-501-A: \_\_\_ " Reinforced Cement Concrete Pavement, \_\_\_\_\_ Finish - per square yard

907-501-B: \_\_\_ " Plain Cement Concrete Pavement, \_\_\_\_\_ Finish - per square yard

907-501-F: Concrete Lug Anchors - per linear foot

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-502-1**

**CODE: (IS)**

**DATE: 11/21/2023**

**SUBJECT: Concrete Bridge End Pavement**

Section 502, Concrete Bridge End Pavement, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

**907-502.02--Materials.** Delete the first sentence of Subsection 502.02 on page 361, and substitute the following.

On bituminous paving contracts, concrete for this work may be Class "B" Structural Concrete meeting the applicable requirements of Section 907-799

**907-502.05--Basis of Payment.** Delete pay item 502-A on page 362, and substitute the following.

907-502-A: Reinforced Cement Concrete Bridge End Pavement - per square yard

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-503-1

CODE: (IS)

DATE: 11/21/2023

SUBJECT: Replacement of Concrete Pavement

Section 503, Replacement of Concrete Pavement, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

**907-503.02--Materials.** In the list of materials and subsections in Subsection 503.02 on page 362, make the following changes.

Change:

“Cement” to “Portland Cement” ..... 701.01 and 701.02

Add:

Blended Cement ..... 701.01 and 701.04

After the list of materials and subsections in Subsection 503.02 on page 362, add the following.

**907-503.02.1--Hydraulic Cement Concrete Mixture.** The hydraulic cement concrete mixture design shall meet the requirements in Section 907-799 for Class PO.

**907-503.05--Basis of Payment.** Delete pay items 503-A and 503-D on page 367, and substitute the following.

907-503-A: \_\_\_" and Variable Type Concrete Pavement, Type Finish - per square yard

907-503-D: Concrete for Base Repair - per cubic yard



MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-504-4

CODE: (IS)

DATE: 11/21/2023

SUBJECT: Fiber-reinforced Concrete Pavement

Section 907-504, Fiber-reinforced Concrete Pavement, is hereby added to and made a part of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

**SECTION 907-504 - FIBER-REINFORCED CONCRETE PAVEMENT**

**907-504.01--Description.** This work consists of thin and ultra-thin pavement, composed of fiber-reinforced concrete, without steel reinforcement, constructed in accordance with these specifications and in reasonably close conformity with the lines, grades, thicknesses, and cross sections shown on the plans or established by the Engineer.

Thin pavements are defined as pavements greater than or equal to four inches in thickness.

Ultra-thin pavements are defined as pavements less than four inches in thickness.

**907-504.02--Materials.** Materials shall meet the applicable requirements of Division 700 and the following Subsections:

Portland Cement .....	701.01 and 701.02
Blended Cement.....	701.01 and 701.04
Fine Aggregate .....	703.01 and 703.02
Coarse Aggregate .....	703.01 and 703.03
Curing Materials .....	713.01
Admixtures.....	713.02
Water .....	714.01
Fly Ash.....	714.05
Slag Cement.....	714.06

**907-504.02.1--Hydraulic Cement Concrete Mixture.** The hydraulic cement concrete mixture design shall meet the requirements in Section 907-799 for Class WT.

**907-504.02.2--Basis of Acceptance.** The Contractor shall furnish the concrete necessary for test specimens. Department personnel meeting the certification requirements of Subsection 804.02.9 will be responsible for all concrete testing in accordance with the tests required in Subsection 804, Table 5: DEPARTMENT’S MINIMUM REQUIREMENTS FOR QUALITY ASSURANCE, Section B: Plastic Concrete.

All aspects of Quality Control (QC) sampling of concrete mixture in accordance with the latest

edition of the Department's *Concrete Field Manual* shall be performed by Department personnel. Sampling will be performed on the first load delivered and placed each day and randomly at a minimum frequency of once for each subsequent 50 cubic yards delivered and placed per day.

**907-504.02.2.1--Slump.** Slump of plastic concrete shall meet the requirements of Table 1: MASTER PROPORTION TABLE FOR PORTLAND CEMENT CONCRETE DESIGN in Section 907-799. A check test will be made on another portion of the sample before rejection of any load.

**907-504.02.2.2--Air.** Total air content of concrete shall be within the specified range for the class of concrete listed in Table 1: MASTER PROPORTION TABLE FOR PORTLAND CEMENT CONCRETE DESIGN in Section 907-799. A check test will be made on another portion of the sample before rejection of any load.

**907-504.02.2.3--Yield.** A yield check will be performed each 400 cubic yards in accordance with AASTHO T121. If the yield of the concrete mixture design is more than plus or minus 3% of the designed volume, the mixture shall be adjusted by a Class III Certified Technician representing the Contractor to yield the correct volume plus or minus 3%.

**907-504.02.2.4--Temperature.** For mixtures containing fly ash or GGBFS in accordance with the requirements in 907-504.02.1, the maximum plastic concrete acceptance temperature shall be 95°F. Plastic concrete containing fly ash or GGBFS in accordance with the requirements in 907-504.02.1 with a plastic concrete acceptance temperature exceeding 95°F will be rejected and not used in Department work. For all other mixtures the maximum plastic concrete acceptance temperature shall be 90°F. Plastic concrete for all other mixtures with a plastic concrete acceptance temperature more than 90°F will be rejected and not used in Department work.

Plastic concrete with an acceptance temperature less than the minimum temperature in Subsection 804.03.16.1 will be rejected and not used in Department work.

**907-504.02.2.5--Compressive Strength.**

**907-504.02.2.5.1--Strength Testing for Acceptance.** Compressive strength cylinders cast for acceptance of the pavement shall meet the minimum acceptance strength requirement listed in Table 1 in Section 907-799. These cylinders shall be standard cured in accordance with the requirements in AASHTO T23, Section 10.1 and its subsequent paragraphs.

**907-504.02.2.5.2--Strength Testing for Opening to Traffic.**

**Use of Cylinders.** In addition to compressive strength testing for acceptance of the pavement, compressive strength testing shall be performed to accommodate traffic movements. Compressive strength cylinders cast for early opening of the pavement to traffic shall meet the minimum opening to traffic strength requirement listed in Subsection 907-504.03.11. These cylinders shall be field cured next to the pavement until time of test specified by the Engineer in accordance with the requirements in AASHTO T23, Section 10.2 and its subsequent paragraphs.

**Use of Maturity Method.** In lieu of using concrete strength cylinders to determine when concrete pavement can be opened to traffic, if the Contractor has previously developed the strength/maturity relationship for the mix, an approved maturity meter may be used to determine concrete strengths. A maturity meter probe shall be inserted into the last concrete placed that represents the pavement area to be tested. The maximum amount of concrete which may be represented by a maturity meter probe is 50 cubic yards. The pavement may be opened to traffic when maturity meter reading indicates that the required opening-to-traffic strength is obtained.

Procedures for using the maturity meter and developing the strength/maturity relationship shall follow the requirements of AASHTO T325. Validation of the maturity curves shall be made at least once for every 500 cubic yards produced of each concrete mixture used. Validation of the maturity curve shall be considered acceptable when the results of compressive strength tests are within 10% of the predicted value determined by the maturity curve. If the 10% requirement is not met, a new maturity curve shall be developed.

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. Training and maintaining a list of approved maturity technicians is maintained by the Mississippi Concrete Association.

**907-504.03--Construction Requirements.** Prior to the removal of any existing pavement, the Contractor shall submit a Work Plan to the Engineer for approval. The Contractor shall submit this plan to the Engineer a minimum of 14 days prior to the removal of the existing pavement. This plan shall include, but not be limited to, the following:

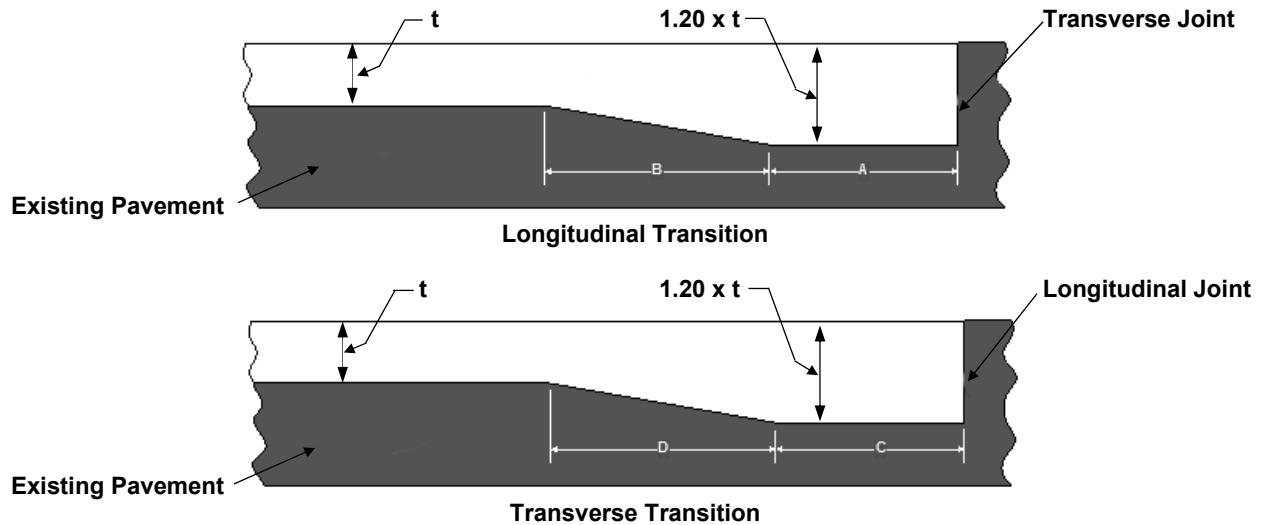
- the proposed procedures for concrete placement, screeding, consolidation, finishing and surface texturing, curing method, and jointing;
- a list or description of the equipment proposed for use to accomplish the proposed procedures including the quantities of each piece of equipment;
- a list or description of the materials, such as curing materials or corrugated strips used during joint installation, proposed for use to accomplish the proposed procedures including the quantities of each material; and
- a scale drawing of the areas of work with the locations of all joints.

The plan may also include a written description of how the Contractor plans to adjust a batch of concrete if it determined that the batch does not initially conform to the requirements in Subsections 907-504.02.2.1 and/or 907-504.02.2.2. The Contractor may use this plan to adjust the batch to bring it within the applicable acceptance criteria for slump and/or total air content. The plan to adjust the batch shall conform to the requirements in Subsections 907-804.02.12.1.1 (d) and/or 907-804.02.12.1.1 (f),

**907-504.03.1--Removal of Existing Pavement.** Existing asphalt pavement to be removed and replaced with thin or ultra-thin fiber-reinforced concrete pavement shall be removed only by milling per Section 406. Prior to the milling operation, saw cuts shall be made to the neat lines, grades and depths, and in the locations shown on the drawings. If the milled surface is concrete, the milled surface shall be completely free of the existing asphalt pavement, including any previously applied asphalt bonding materials.

If the surface on which the thin or ultra-thin fiber-reinforced concrete pavement is to be placed is an existing concrete pavement, the existing concrete surface after milling shall be made to be completely free of all existing asphalt pavement, including all previously applied asphalt bonding materials.

Additionally, areas where traffic is expected to cross the transition from the remaining asphalt pavement to the thin or ultra-thin concrete pavement and vice versa shall meet the grades and depths shown in Figure 1. For areas where the flow of traffic is longitudinal with respect to the pavement, the transition areas shall meet the requirements for a Longitudinal Transition shown in Figure 1. For areas where the flow of traffic is transverse with respect to the pavement, the transition areas shall meet the requirements for a Transverse Transition shown in Figure 1. Saw cuts and milling shall meet the requirements of this Subsection to the required neat lines, grades, and depths required in Figure 1.



**Figure 1**

Dimension A in Figure 1 shall be no less than the transverse joint spacing required for the thickness,  $t$ , of the thin or ultra-thin concrete pavement per Table 2. Dimension B shall be either 0, 1, or 2 times the transverse joint spacing required for the thickness,  $t$ , of the thin or ultra-thin concrete pavement per Table 2.

Dimension C in Figure 1 shall be no less than the longitudinal joint spacing required for the thickness,  $t$ , of the thin or ultra-thin concrete pavement per Table 2. Dimension D shall be either 0, 1, or 2 times the longitudinal joint spacing required for the thickness,  $t$ , of the thin or ultra-thin concrete pavement per Table 2.

If there is sufficient thickness of the existing asphalt as determined by the Engineer, with approval by the Engineer and at no additional expense to the Department the Contractor may remove more than  $t$  from the entire area to be replaced with thin or ultra-thin concrete pavement. Additionally,

if the Contractor elects to remove 1.20 x t or more over the entire area to be replaced with thin or ultra-thin concrete pavement, this shall be in lieu of dimension B and dimension D.

**907-504.03.2--Preparation of Grade.** The foundation upon which the concrete pavement is to be placed shall be prepared within the tolerances set out in Subsection 321.03.

**907-504.03.3--Setting Forms.** The requirements for setting forms shall meet the requirements of Subsection 501.03.8 and its subsequent paragraphs.

**907-504.03.4--Base Preparation.** Prior to placement of concrete, the milled surface shall be cleaned of dust, debris, oils, or all other substances which may potentially interfere with the new concrete pavement from bonding to the surface. The surface cleaning shall be performed using high-pressure water which does not damage the milled surface. After cleaning the milled surface with water, the milled surface shall be allowed to completely dry prior to placing the concrete. The Contractor shall use fans, blowers, or high-pressure, oil-free compressed air to dry the milled surface and also remove any remaining dust, debris, or other substances. The application of air by fans, blowers, or high-pressure, oil-free compressed air shall not damage the milled surface. Additionally, the base shall meet the requirements of Subsection 501.03.9 and its subsequent paragraphs, including dampening of the milled surface. There shall be no puddles or standing water on the milled surface prior to placing the concrete.

**907-504.03.5--Placing, Spreading, and Finishing.** Concrete pavement shall be formed and constructed to the neat lines, grades, cross section, and thicknesses shown on the drawings. Concrete shall be placed and spread in an approved manner so as to distribute the concrete uniformly without segregation. Additional placement requirements are provided in Subsection 501.03.13 and its subsequent paragraphs.

Final finishing of the concrete pavement surface shall be in accordance with Subsection 501.03.17 and its subsequent paragraphs.

Under no circumstances shall water be used as a finishing aid or worked into the concrete surface. This includes water added by fogging, spraying, and/or pouring.

The surface of the concrete pavement shall be transverse tined in accordance with Subsection 501.03.18.4.

**907-504.03.6--Joints.** All joints shall be created by sawing using equipment meeting the requirements of Subsection 907-504.03.7.2. Sawing of the joints shall commence as soon as the concrete has hardened sufficiently to support the weight of the saw. The spacing and depth of all of joints shall meet the requirements of "Joint Spacing Requirements for Various Pavement Thicknesses" shown in Table 2. The maximum width of the joint shall be 0.125 inch.

**Table 2**  
**JOINT SPACING REQUIREMENTS FOR VARIOUS PAVEMENT THICKNESSES**

Minimum Pavement Thickness	Maximum Joint Spacing (Transverse x Longitudinal)	Minimum Joint Depth	
		Within 2 hours of finishing	More than 2 hours after finishing
inches	feet	inches	inches
3	3 x 3	1	1
4	4 x 4	1	1
5	5 x 6	1	1¼
6	5 x 6	1	1½

Because the use of “early entry” dry cut saws is required, corrugated plastic filler strips shall be used at the intersection of all saw cuts, and at locations where the wheels of the early entry saw cross a previously cut joint, to prevent future spalling at the corners of the intersection. The joints shall not be sealed but shall be cleaned of all deleterious material after sawing by using compressed air. Air compressors used to clean the joints shall meet the requirements of Subsection 413.03.1. Pavement thickness and other details shall be as specified in the plans or contract documents.

**907-504.03.6.1--Timing of Sawing.** The Contractor shall inspect the concrete within 90 minutes after the completion of the application of liquid membrane at each location to determine if the concrete is sufficiently hardened to support the weight of the saw. If the concrete has not sufficiently hardened to support the weight of the saw, the Contractor shall inspect the concrete at least every 30 minutes after each subsequent inspection to determine if the concrete is sufficiently hardened to support the weight of the saw. Sawing shall not begin or shall be discontinued if there is any raveling of the joints or marring of the surface of the concrete during installation of the joints. If sawing is discontinued due to the concrete not being able to support the weight of the saw or due to raveling of joints, the Contractor shall inspect the concrete at least every 30 minutes to determine if the concrete has sufficiently hardened. FHWA Publication No. HIF-07-004 (Integrated Materials and Construction Practices for Concrete Pavement: A State-of-the-Practice Manual) shall be used as a guide for determining the timing of joint installation. Information about this Publication may be found at the following web site:

[http://www.fhwa.dot.gov/pavement/pub\\_listing.cfm](http://www.fhwa.dot.gov/pavement/pub_listing.cfm)

For successful installation of joints, the Contractor may need to inspect the concrete at more frequent time intervals than those listed above and with the understanding that concrete placed later in the day may be sufficiently hard for joint installation prior to concrete placed earlier in the day. If joints are not installed in a sufficient amount of time such that concrete cracks at locations other than the installed joints, the Contractor shall repair the pavement to the satisfaction of the Engineer at no additional costs to the State.

**907-504.03.7--Equipment.**

**907-504.03.7.1--Concrete Production and Transportation.** Equipment and processes used for concrete production shall meet the requirements of Subsection 804.02.11 with automatic systems for recording batch weights and compensating for the moisture in the fine aggregate. Additionally, the requirements of AASHTO M157, Sections 8, 9, 10, and 11 shall be followed. Following

AASHTO M157, Section 11.7, on arrival to the job site of a mixer truck, a maximum of 1½ gallons of water per cubic yard may be allowed to be added to bring the slump within the required limits; water shall not be added at a later time. Batch ticket information shall meet the requirements of Subsection 804.02.12.3, including the documentation of the addition of water described above and/or job-site addition chemical admixtures per Subsection 907-504.02.2.

**907-504.03.7.1.1--Limitations of Mixing.** Except in emergencies, no concrete shall be mixed or placed when the natural light will be insufficient for finishing. In case of an emergency, the Engineer may permit finishing during periods of insufficient light provided adequate and approved lighting is furnished by the Contractor.

Concrete shall not be placed on a frozen foundation, nor shall frozen aggregate be used in the concrete.

**907-504.03.7.1.2--Cold or Hot Weather Concreting.** During periods of cold or expected cold weather, the limitations for beginning a concrete pour and the limitations for temperature control of the mixture and its components shall be in accordance with the provisions of Subsection 804.03.16.1.

During periods of hot weather or arid atmospheric conditions the provisions of Subsection 804.03.16.2 shall be applicable.

**907-504.03.7.2--Concrete Saw.** The concrete pavement joints shall be cut utilizing only an “early entry” dry cut saw, approved by the Engineer. Other type saws may be used for other sawing applications, provided the saw meets the requirements of Subsection 501.03.6.1. Proper, approved sawing equipment and sufficient labor shall be present on the site prior to each day's placement of concrete. Placement shall not commence until said equipment and labor are on site.

**907-504.03.7.3--Other Equipment.** Other equipment and tools necessary for handling materials and performing all parts of the work shall be approved by the Engineer as to design, capacity, and mechanical condition, and meeting the requirements of Subsections 501.03.5, 501.03.6, and 501.03.20.1, and their subsequent paragraphs.

**907-504.03.7.4--Prohibited Equipment.** The following equipment shall not be used or allowed on the project: bull floats or equipment used to dispense water, including fogging, spraying, and/or pouring. Water dispensing equipment attached to mixer trucks is not included in this list of prohibited equipment provided this equipment is only used to dispense water into a mixer truck in accordance with Subsection 907-504.03.7.1.

**907-504.03.8--Surface Test.** It is the intent of these specifications that the finished surface will have good riding qualities.

Any membrane curing damaged during the surface testing operation shall be repaired by the Contractor at no additional expense to the Department on the same day during which the damage occurred.



Any corrective work to the pavement surface necessitated to ensure that the applicable surface test limits are not exceeded shall be in accordance of Subsection 907-504.03.8.3.

**907-504.03.8.1--Projects Containing More Than 10,000 SY.** Profiles of the pavement surface will be established, evaluated and the pavement surface corrected, as necessary. Surface testing shall be performed in accordance with the requirements of Subsection 501.03.19 for a category A project.

**907-504.03.8.2--Projects Containing Less Than Or Equal To 10,000 SY.** Each continuous full or partial lane width of concrete pavement shall have a uniform surface and be in reasonably close conformity with the line, grade, and cross section shown on the drawings.

After a continuous full or partial lane width of concrete pavement is completed, the surface of the plastic concrete shall be tested for uniformity using a Contractor furnished and operated 10-foot straightedge. There shall be no deviations from the straightedge greater than 0.25 inch in 10 feet in either the longitudinal or the transverse directions. Pavement not in compliance with the requirement shall be corrected.

Additionally, individual bumps or depressions in the pavement surface exceeding 0.40 inch, when measured from a chord length of 25 feet shall be corrected.

**907-504.03.8.3--Corrective Work for Smoothness.** Corrective work shall be done at no additional cost to the Department. Corrective work shall consist of diamond grinding in accordance with Subsection 401.02.6.7 and its subsequent paragraphs. Concrete removal by grinding shall be limited such that the thickness of the pavement after grinding shall not be less than plan thickness minus 0.25 inch. Final pavement thicknesses, after any surface corrections, which are thinner than plan thickness minus 0.25 inch shall subject the area represented by such deviation to the provisions of Subsection 907-504.05.2.

All areas which are corrected shall be retested to ensure conformance to the applicable surface test requirements.

No reestablishment of transverse tining shall be required after surface corrections are made by diamond grinding.

All corrective work to ensure compliance with the applicable surface test requirements shall be completed prior to determining pavement thickness.

The Contractor shall be responsible for all traffic control associated with the testing and/or correction of the concrete pavement.

**907-504.03.9--Curing and Protection.** Curing and protection of the pavement shall be in accordance with Subsection 501.03.20 and its subsequent paragraphs with the exception listed in Subsection 907-504.03.9.1.

Additionally, the amount of time between discharge of concrete at any location and the completion



of the application of liquid membrane (i.e., "curing compound") of that same location shall not exceed 45 minutes.

**907-504.03.9.1--White Pigmented Membrane.** Liquid membrane compound shall be applied per Subsections 501.03.20.1 and at a rate of one gallon to not more than 125 square feet. If the time period between floating and texturing of the concrete exceeds 30 minutes, the concrete shall be kept damp by fogging with a monomolecular film type evaporative retarder to prevent rapid evaporation of the surface. As a rule of thumb, the color of a pavement 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 (5) feet away horizontally if standing on the same grade as the pavement.

**907-504.03.10--Removing Forms.** Removal of forms shall be in accordance with Subsection 501.03.21.

**907-504.03.11--Opening to Traffic.** The Engineer will decide when the pavement may be opened to traffic. No traffic will be allowed on the completed pavement until the concrete has attained a compressive strength of 2500 psi. Prior to opening to traffic, the pavement shall be cleaned.

**907-504.03.12--Pavement Thickness Determination.** For the purpose of determining pavement thickness, the pavement will be subdivided into separate sections of 1000 linear feet in each traffic lane excluding turn-outs and ramps, extending from one end of the pavement to the other end. The last section in each traffic lane will be the length remaining unless the length of that section is less than 500 feet. If the length of the last section is less than 500 feet, include it with the previous section for determination of thickness.

One core will be taken at random by the Department from each section. The thickness of the sections will be determined as provided for in Subsection 907-504.05.1. Based on the thickness of each section, an adjusted unit price as provided in Subsection 907-504.05 and its subsequent paragraphs will be paid for each section represented.

Holes remaining in the pavement after coring shall be completely filled by the Contractor, at no additional cost to the Department, with concrete of the same quality as used to construct the pavement.

**907-504.04--Method of Measurement.** Fiber-reinforced concrete pavement will be measured by the square yard complete in place and accepted. The width for measurement will be the plan width, including widening where called for, or as otherwise authorized in writing by the Engineer. The length will be measured horizontally in accordance with Section 109.

Payment for removal of existing asphalt pavement, required to be removed and replaced with concrete pavement, is addressed under Pay Items 406 and 503-C, and shall include saw cutting, milling, and all handwork necessary to ensure removal of pavement to the neat saw cut lines.

**907-504.05--Basis of Payment.**

**907-504.05.1--General.** Fiber-reinforced concrete pavement will be paid for at the contract unit price per square yard, adjusted when applicable for sections of pavement found deficient in thickness by more than 0.25 inch and not more than 0.50 inch, which shall be full compensation for concrete pavement placement, fiber reinforcement, finishing and curing, concrete volume, saw cutting of joints, and for all labor, equipment, tools, materials, all traffic control, and incidentals necessary for the construction of the concrete pavement.

In calculating the thickness of the pavement, measurements which are in excess of the plan thickness by more than 0.25 inch will be considered as the plan thickness plus 0.25 inch. Additionally, measurements which are less than the plan thickness by more than 0.50 inch, excluding exploratory cores, will be considered as the plan thickness minus 0.50 inch. When the measured thickness of a core is less than the plan thickness by more than 0.50 inch, the actual thickness of the pavement in this area will be determined by taking exploratory cores at not less than 10 foot intervals parallel to the centerline in each direction from the affected location until in each direction a core is found which is not deficient by more than 0.50 inch.

Areas found deficient in thickness by more than 0.50 inch will be evaluated by the Engineer; and if in the judgment of the Engineer, the deficient areas warrant removal, they shall be removed and replaced with pavement of the thickness shown on the plans without cost to the Department. If the Engineer determines that the deficient areas do not warrant removal, the pavement may be left in place with no payment to the Contractor, or may be removed and replaced at the Contractor's option. Exploratory cores for deficient thickness will not be used in averages for areas for adjusted unit price.

Each area or section of pavement removed shall be at least 10 feet in length and at least the full width of the lane involved. When it is necessary to remove and replace a section of pavement, any remaining portion of the slab adjacent to the joints that is less than six feet (6') in length shall also be removed and replaced. The new surface shall be textured as specified in the contract.

Concrete that fails to develop a 28-day compressive strength of 3500 psi shall be removed and replaced, or accepted at a reduced price, if an Engineering study indicates that the concrete is satisfactory to remain in place.

Payment will be made under:

907-504-A: \_\_\_ " Fiber-reinforced Concrete Pavement - per square yard

**907-504.05.2--Price Adjustments for Thickness.** When the average pavement thickness, determined in accordance with Subsection 907-504.03.12, is deficient by more than 0.25" but not more than 0.50", payment will be made at an adjusted price as specified in the following table:

**CONCRETE PAVEMENT DEFICIENCY**

<b>Thickness Deficiency Inches</b>	<b>Proportional Part of Contract Price Allowed</b>
0.00 to 0.25	100 percent
0.26 to 0.50	75 percent
>0.50	Remove and Replace At No Additional Cost to the Department or Receive No Payment

Any applicable price adjustment due to thickness deficiency applies to the full width of the deficient lane or shoulder.

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-601-1

CODE: (IS)

DATE: 11/21/2023

SUBJECT: Structural Concrete

Section 601, Structural Concrete, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

## **907-601.02--Materials.**

**907-601.02.1--General.** Delete the first sentence of Subsection 601.02.1 on page 377, and substitute the following.

Materials for structural concrete and their use, care, and handling shall be in accordance with Subsection 907-804.02.

**907-601.02.2--Classification of Concrete.** Delete the second sentence of Subsection 601.02.2 on page 377, and substitute the following.

Classes of concrete are identified in Subsection 907-799.01.

## **907-601.03--Construction Requirements.**

Delete Subsection 601.03.1 on page 378 and substitute the following.

### **907-601.03.1--Blank.**

**907-601.05--Basis of Payment.** Delete the pay items listed at the end of Subsection 601.05, and substitute the following.

907-601-A: Class \_\_\_ Structural Concrete - per cubic yard

907-601-B: Class \_\_\_ Structural Concrete, Minor Structures - per cubic yard

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-605-1**

**CODE: (IS)**

**DATE: 11/21/2023**

**SUBJECT: Underdrains**

Section 605, Underdrains, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

**907-605.02--Materials.**

**907-605.02.4--Edge Drain Pipe and Fittings.**

**907-605.02.4.4--Miscellaneous.** Delete the first paragraph of Subsection 605.02.4.4 on page 398, and substitute the following.

Concrete for aprons shall be Class "C" concrete meeting the requirements of Section 907-799.

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-618-12

CODE: (SP)

DATE: 05/03/2024

SUBJECT: Traffic Control Management

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

## **907-618.01--Description.**

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

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

**907-618.05--Basis of Payment.** Delete pay item 618-A on page 449 and substitute the following.

907-618-A: Maintenance of Traffic

- lump sum

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-619-5

CODE: (IS)

DATE: 01/17/2018

SUBJECT: Traffic Control for Construction Zones

Section 619, Traffic Control for Construction Zones, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

## 907-619.02--Materials.

907-619.02.8--Traffic Signals and Flashers. Delete Subsection 619.02.8.1 on pages 452 thru 455, and substitute the following.

907-619.02.8.1-Portable Traffic Signals. Portable traffic signals shall be trailer or pedestal mounted units that provide for easy, legal transportation and quick setup and deployment. Each unit shall be self-contained. The types of portable traffic signals are as follows.

- Type 1 portable traffic signal shall include two signal heads per trailer with one signal head mounted on an overhead mast arm that can be extended over the travel lane, and the other signal head shall be mounted on the vertical upright of the trailer.
- Type 2 portable traffic signal shall include one signal head that is mounted on the vertical upright of the pedestal/cart or trailer. Pedestal/Cart mounted shall be designated as Type 2A and Trailer mounted shall be designated as Type 2B. Type 2 portable traffic signals shall be tested to MASH Standards or NCHRP Test Level 3 crash testing requirements by an accredited independent test facility, with supporting documentation available upon request.
- Type 3 portable traffic signal shall be the same as Type 1 mentioned above but with enhanced capabilities as mentioned in each applicable section below.

The portable traffic signals shall be MUTCD Compliant and utilize standard ITE signal heads, and adhere to the ITE Specifications and Standards for Vehicle Traffic Control Signal Heads, Light Emitting Diode (LED) Circular Signal Supplement. The units shall be battery powered with a solar charging system, and be equipped with an onboard battery charger capable of being used with a 120V AC power source. Portable traffic signals shall be able to communicate with other portable signals via 900 MHz or other accepted wireless communications. If wireless connectivity is not feasible, hardwired connectivity shall be an acceptable alternative, as approved by the Engineer. Portable Traffic Signals shall include all the major components listed below or be able to perform the functions of these components. The major components of the unit shall include, but are not limited to, the trailer or pedestal/cart, telescoping mast arm (on Type 1 and 3), signal head(s) and back plates, traffic signal controller with operating software, solar charging system with batteries, input and output devices, vehicle detection, flasher units, conflict monitor, relays,

communications system and other equipment required for the safe operation and installation of the unit.

**907-619.02.8.1.1--Signal Heads.** The signal heads and all applicable components of the portable traffic signal shall meet the physical display and operational requirements of conventional traffic signals as specific in the Manual on Uniform Traffic Control Devices (MUTCD). The signal heads shall be cast aluminum or polycarbonate and shall meet the requirements laid out in the Mississippi Standard Specification for traffic signal heads and associated MDOT material specifications for traffic signal heads. The signal heads shall accommodate standard 12-inch LED indications meeting the ITE Specification “Vehicle Traffic Control Signal Heads” and ITE Specifications and Standards for Vehicle Traffic Control Signal Heads, Light Emitting Diode (LED) Circular Signal Supplement.

For Type 1, Type 2 and Type 3 portable traffic signals, the signal heads shall have the ability to be rotated 180 degrees to face in the opposite direction and shall have the ability to rotate and lock in approximately 10 degree increments to position the signal head for the optimum visibility to motorists.

For Type 1 portable traffic signals, each unit shall contain two signal heads with one signal head mounted on an overhead mast arm that can be extended over the travel lane with a minimum clearance of 17 feet measured from the bottom of the signal head unit to the road surface. The lower signal head shall be mounted to the vertical upright of the trailer at a minimum height of eight feet (8') from the bottom of the signal head unit to the road surface.

For Type 2 portable traffic signals, the signal head shall be mounted to the vertical upright of the trailer at a minimum height of eight feet (8') from the bottom of the signal head unit to the road surface.

For Type 3 portable traffic signals, each unit shall be the same as Type 1 mentioned above but with enhanced capabilities as mentioned below.

**907-619.02.8.1.2--Controller and Operating Requirements.** The portable traffic signal (Types 1, 2, and 3) shall include a solid state Controller Unit (CU) that is in compliance with NEMA TS 5 Performance Standard. The CU shall have an easy to read front panel backlit display for viewing and programming the configuration settings and CU status. The CU shall be capable of operating the portable traffic signal system in a fixed time, traffic actuated or manual control mode. Multiple portable traffic signals shall have the capability to be interconnected to form a portable traffic signal system. Each portable traffic signal within a connected system shall have the capability to serve as either the master or remote signal. Each portable traffic signal shall include a Conflict Monitor Unit (CMU), or Malfunction Management Unit (MMU) to ensure phase conflicts do not exist during operation.

For Type 1 and Type 2 portable traffic signals, a minimum of five (5) automatic time-of-day timing plans within a 24-hour period should be available in fixed time mode. The CU should have the ability to control a minimum of four (4) traffic phases with programmable cycle time adjustments and user adjustable red, amber, minimum green and maximum green times. The CU shall have



the capability of programming green and red times from 1 to 999 seconds and yellow times up to 15 seconds in one-second increments. The CU shall also have the capability of facilitating standby modes of red, red flash and yellow flash.

For Type 3 portable traffic signals, a minimum of ten (10) automatic time-of-day timing plans within a 24-hour period should be available in fixed time mode. The CU should have the ability to control a minimum of 16 traffic phases with programmable cycle time adjustments and user adjustable red, amber, minimum green and maximum green times. The CU shall have the capability of programming green and red times from 1 to 999 seconds and yellow times up to 15 seconds in one-second increments. The CU shall also have the capability of facilitating standby modes of red, red flash and yellow flash.

The system shall also have the ability to operate in vehicle actuation mode when vehicle detection components are used. The operating system shall have the capability to allow the Portable Traffic Signal to be connected to and controlled by a standard NEMA controller.

The system shall have the capability to be controlled remotely using a hardwired or wireless remote. The wireless radio remote shall be capable of communicating at a clear line of site distance up to ¼ mile from the master.

The CU shall have the capability of interfacing with a Remote Monitoring System (RMS) capable of reporting signal location, battery voltage, and system faults. The RMS shall include a password-protected web site, viewable via an internet connection. In the event of a system fault, the RMS shall provide specific information concerning the cause of the system fault (example: "red lamp on signal number 1 out"). The RMS shall immediately contact previously designated individuals via SMS text messaging or email, upon a fault event.

The active timing program operating the PTS system shall be available and viewable through the RMS website at all times. The RMS shall maintain a history of the operating system in each signal including total operating hours, alerts, and the location of the PTS trailer.

**907-619.02.8.1.3--Wireless Communications.** The portable traffic signals shall communicate with other portable traffic signals within the signal system via license-free wireless 900 MHZ radio link communications as specified in Subsection 662.02.2 of the radio Interconnect System specification. The radio units shall maintain communications at a minimum distance of one (1) mile. The radio system shall conform to the applicable Federal Communications Commission requirements and all applicable state and local requirements.

The portable traffic signals shall be in direct communication at all times either by wireless or hardware connection to provide for the required conflict monitoring / malfunction management system.

**907-619.02.8.1.4--Power Requirements.** Each Portable Traffic Signal shall be equipped with a power source consisting of a solar collection array, solar controller and/or charging unit and batteries sufficient to operate the signal system. The number and size of batteries shall be sufficient to operate the Type 1 and Type 3 signals for a minimum of 30 days and Type 2A signals for

minimum of five (5) days, and Type 2B signals for minimum of 15 days without additional charging or assist from the solar array. An on-board battery charger shall be compatible with both the solar array and with a 120V AC power source.

For Type 1 signals, the solar panel array shall provide for a minimum of 440 watts of solar collection capability.

For Type 2A signals, the solar panel array shall provide for a minimum of 90 watts of solar collection capability.

For Type 2B signals, the solar panel array shall provide for a minimum of 110 watts of solar collection capability.

For Type 3 signals, the solar panel array shall provide for a minimum of 480 watts of solar collection capability and shall include a tilt and rotate system to optimally position the panels.

All instrumentation for the electrical system and battery compartment shall be contained in a lockable weatherproof enclosure. Solar panels shall be secured to the mounting brackets for theft prevention.

**907-619.02.8.1.5--Trailer and Lift System.** The trailer or pedestal/cart and all mounted components shall conform to the wind loading requirements as follows: 100 mph minimum for Type 1 portable traffic signals, 55 mph minimum for Type 2A portable traffic signals, 75 mph minimum for Type 2B portable traffic signals, and 90 mph minimum for Type 3 portable traffic signals as described in the AASHTO *Standard Specifications for Highway Signs, Luminaries and Traffic Signals*, as specified in the plans including all interims and updates. At the request of the Engineer, proof of conformance to these wind load ratings shall be verified by a third-party. No additional loose ballast shall be used to meet these wind load requirements. The trailer shall be made of structural steel and shall include four (4) leveling/stabilizer jacks capable of lifting the trailer a minimum of six inches (6”).

The trailer or pedestal shall be equipped with a mechanical, hydraulic or electric lift system sufficient for one person to be able to raise and lower the vertical upright and/or horizontal mast arm to and from the operating position.

For Type 1, 2B, and Type 3 signals, the trailer shall be equipped to provide legal and safe transport on the public highway system at speeds up to 55 mph.

All exterior metal surfaces, except signal heads and back plates, shall be powder-coat painted highway safety orange.

**907-619.02.9--Impact Attenuators.** Delete the sentence in the first paragraph of Subsection 619.02.9 on page 455, and substitute the following.

Impact attenuators must be listed on the Department's APL.

**907-619.02.11--Snap-Back Delineators.** Delete the sentence in the paragraph of Subsection 619.02.11 on page 456, and substitute the following.

Snap-back delineators shall be selected from the list of surface mounted flexible delineator posts as shown on the Department's APL.

**907-619.02.14--Changeable Message Sign.**

**907-619.02.14.5--PCMS Controller and Storage Cabinets.** Delete the fifth sentence in the first paragraph of Subsection 619.02.14.5 on pages 462 and 463, and substitute the following.

The controller cabinet shall be illuminated.

**907-619.05--Basis of Payment.** Add the following to the list of pay items ending on page 480.

907-619-E3: Changeable Message Sign \*\*\*\*\* - per each

907-619-H2: Traffic Signal, Portable, Type \_\_\_\_ - per each

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SUPPLEMENT TO SPECIAL PROVISION NO. 907-700-1**

**DATE:** 02/27/2024

**SUBJECT:** Materials and Tests

After Subsection 907-700.01.2 on page 1, add the following.

**907-700.02--Glossary of Terms and Definitions.** Delete Cementitious Materials on page 714, and substitute the following.

**Cementitious Material** - Portland cement, masonry cement, blended hydraulic cement, and/or pozzolan material used as the bonding agent in hydraulic cement concrete. Cementitious shall mean “as having cementing properties”. Supplementary cementitious materials (SCM) also include Class C fly ash, Class F fly ash, slag cement, metakaolin, and silica fume.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-700-1

CODE: (IS)

DATE: 10/25/2022

SUBJECT: Materials and Tests

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

After Subsection 700.01 on page 713, add the following.

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

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

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

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

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

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

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-701-4

CODE: (IS)

DATE: 11/21/2023

SUBJECT: Hydraulic Cement

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

**907-701.01--General.** In the first sentence of the second paragraph of Subsection 701.01 on page 718, change “mills” to “plants.”

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

**907-701.02--Portland Cement.**

**907-701.02.1--General.** Delete Subsections 701.02.1.1, 701.02.1.2, 701.02.2, 701.02.2.1, and 701.02.2.2 on pages 719 and 720, and substitute the following.

**907-701.02.1.1--Types of Portland Cement.** Portland cement shall be either Type I, Type II, or Type III conforming to AASHTO M85 or Type III (MS). Type III (MS) is defined as a Type III cement conforming to AASHTO M85 having a maximum tricalcium aluminate (C<sub>3</sub>A) content of 8%.

**907-701.02.2--Blank.**

**907-701.02.2.1--Blank.**

**907-701.02.2.2--Blank.**

Delete Subsection 701.04 on pages 720 and 721, and substitute the following.

**907-701.04--Blended Hydraulic Cement.**

**907-701.04.1--Types of Blended Hydraulic Cement.** Blended hydraulic cements (blended cements) shall be of the following types and conform to AASHTO M 240:

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

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

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-702-4**

**CODE: (IS)**

**DATE: 09/11/2018**

**SUBJECT: Bituminous Materials**

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

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

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

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

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

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

**TABLE V  
SPECIFICATION FOR FOG SEAL**

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

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

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-703-2**

**CODE: (SP)**

**DATE: 11/29/2022**

**SUBJECT: Gradation**

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

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

**907-703.03.2--Detail Requirements.**

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

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

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



**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

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

**CODE: (IS)**

**DATE: 06/13/2018**

**SUBJECT: Stone Riprap**

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

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

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

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-707-3

CODE: (IS)

DATE: 10/27/2021

SUBJECT: Joint Materials

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

### 907-707.02--Joint Filler.

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

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

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

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

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

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

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

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-708-4

CODE: (IS)

DATE: 09/21/2021

SUBJECT: Concrete Pipe

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

### **907-708.02--Concrete Pipe.**

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

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

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

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

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

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

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

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

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

**CODE: (IS)**

**DATE: 09/11/2018**

**SUBJECT: Plain Steel Wire**

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

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

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

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

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

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-712-1

CODE: (SP)

DATE: 12/07/2021

SUBJECT: Fence and Guardrail

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

**907-712.01--General.** After the sentence in Subsection 712.01 on page 785, add the following.

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

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

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

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

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

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

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

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

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

**907-712.04.5--Miscellaneous Fittings and Hardware.** Miscellaneous fittings and hardware shall conform to the requirements of Subsection 712.16.

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

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

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

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

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

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

**907-712.05.1.4--Sawed Braces.** Delete the last sentence of the paragraph of Subsection 712.05.1.4 on page 788.

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

**907-712.05.2--Metal Posts.**

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

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

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

**907-712.05.2.3--Blank.**

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

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

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

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

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

**907-712.06.2--Treated Wood Posts.**

**907-712.06.2.1--Square Posts.** Delete the paragraph in Subsection 712.06.2.1 on page 789, and substitute the following.

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

**907-712.06.2.2--Round Posts.** Delete the paragraph in Subsection 712.06.2.2 on page 789, and substitute the following.

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

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

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

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

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

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

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

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-713-1**

**CODE: (SP)**

**DATE: 07/28/2020**

**SUBJECT: Waterproofing Admixture**

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

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

**907-713.02.4--Blank.**



## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-714-4

CODE: (SP)

DATE: 02/27/2024

SUBJECT: Miscellaneous Materials

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

### 907-714.01--Water.

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

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

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

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

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

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

### 907-714.01.6--Blank.

### 907-714.05--Fly Ash.

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

Delete Subsection 714.06 on page 798, and substitute the following.

### 907-714.06--Slag Cement.

907-714.06.1--General. The slag cement source must be approved for listing in the Department's

APL prior to use. The acceptance of slag cement 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 slag cement against dampness and contamination. Separate storage silos, bins, or containers shall be provided for slag cement. Slag cement that is 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 slag cement during production.

Slag cement 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 hydraulic cement when used with slag cement in the production of concrete. The replacement of hydraulic cement with slag cement shall be in accordance with the applicable replacement content specified in Subsection 701.02.2.

**907-714.06.2--Specific Requirements.** Slag cement shall meet the requirements of AASHTO M 302, Grade 100 or 120. Slag cement shall contain no chlorides.

**907-714.13--Geotextiles.**

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

**Table 1 - Geotextiles**

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

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

Delete Subsec

**907-714.15--Geogrids.**

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

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

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

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

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

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

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

**907-714.15.4--Acceptance Sampling and Testing.** Final acceptance of each shipment will be

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

**TABLE II  
GEOGRIDS**

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

<sup>1</sup> Minimum design criteria requirement.

<sup>2</sup> Minimum Average Roll Value (MARV).

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-718-1

CODE: (SP)

DATE: 12/07/2021

SUBJECT: Timber and Dimension Lumber

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

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

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

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

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

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

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

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

**907-718.03.1--Blank.**

**907-718.03.2--Treatment.**

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

**907-718.03.2.2--Blank.**

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

**907-718.03.3--Blank.**

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

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

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

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-720-2**

**CODE: (IS)**

**DATE: 09/11/2018**

**SUBJECT: Acceptance Procedure for Glass Beads**

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

**907-720.01--Glass Beads.**

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

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



**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-721-4**

**CODE: (IS)**

**DATE: 04/19/2022**

**SUBJECT: Materials for Signing**

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

**907-721.06--Reflective Sheeting.**

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

**MINIMUM COEFFICIENTS OF RETROREFLECTION  
Candela per foot candle per square foot (cd/ft<sup>2</sup>)  
Per ASTM Designation D4956**

**TABLE 4  
Type IX Sheeting**

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

**TABLE 5  
Type XI Sheeting**

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

After Subsection 721.10 on page 864, add the following.

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

**907-721.11.1--Digitally Printed Ink Systems.** Traffic signs must be produced using components, and processes that comply with the retroreflective sheeting manufacturer’s recommendations.

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

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

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

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

**Table 1  
Retroreflective Film Minimum Durability Requirements**

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

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

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

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

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

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

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

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SUPPLEMENT TO SPECIAL PROVISION NO. 907-799-1**

**DATE:** 02/27/2024

**SUBJECT:** Hydraulic Cement Concrete Mixtures

**907-799.01.1--Materials.** Delete *Ground Granulated Blast Furnace Slag (GGBFS)* from the list in Subsection 907-799.01.1 on page 1, and substitute the following.

Slag Cement ..... 714.06

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-799-1

CODE: (IS)

DATE: 11/21/2023

SUBJECT: Hydraulic Cement Concrete Mixtures

Section 907-799, Hydraulic Cement Concrete Mixtures, is hereby added to and made part of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

## SECTION 907-799 - HYDRAULIC CEMENT CONCRETE MIXTURES

### 907-799.01--General.

907-799.01.1--Materials. The materials for hydraulic cement concrete mixtures shall meet the requirements of the following Subsections:

Portland Cement .....	701.01 and 701.02
Blended Cement .....	701.01 and 701.04
Fine Aggregate .....	703.02
Coarse Aggregate .....	703.03
Lightweight Aggregate .....	703.19.02
Synthetic Structural Fiber .....	711.04
Admixtures .....	713.02
Water .....	714.01.1 and 714.01.2
Fly Ash .....	714.05
Ground Granulated Blast Furnace Slag (GGBFS) .....	714.06
Metakaolin .....	907-714.09.01

907-799.02--Classification and Uses of Concrete. The classes and general uses of hydraulic cement concrete (concrete) mixtures are as follows:

- 1) Class AA - Concrete for bridge construction and concrete exposed to seawater.
- 2) Class B - General use, heavily reinforced sections, cast-in-place concrete piles, and conventional concrete piles.
- 3) Class BD - Concrete for bridge decks.
- 4) Class BDx - Extra strength concrete for bridge decks.
- 5) Class BDO - Concrete for bridge deck overlay.
- 6) Class C - Massive sections or lightly reinforced sections.
- 7) Class D - Massive unreinforced sections and riprap.
- 8) Class F - Concrete for prestressed members.
- 9) Class DS - Concrete for drilled shafts.
- 10) Class FX - Extra strength concrete for prestressed members, as shown on plans.
- 11) Class PA - Concrete paving.

- 12) Class PO - Concrete for repair of concrete paving.
- 13) Class PP - Concrete for special design requirements.
- 14) Class S - For all seal concrete deposited under water.
- 15) Class WT - Fiber-reinforced concrete pavement.

**907-799.02--Hydraulic Cement Concrete Mixture Design.** At least 10 working days prior to production of concrete, the Contractor shall submit to the Engineer proposed concrete mixture designs complying with the Department's *Concrete Manual*. Materials shall be from approved sources meeting the requirements of the Standard Specifications. Proportions for the mixture designs shall be for the class concrete required by the plans and shall meet the requirements of the "Master Proportion Table for Hydraulic Cement Concrete Designs" listed in Table 1. The concrete producer shall assign a permanent unique mixture number to each mixture design. Each mixture design shall be field verified as required in Subsection 907-799.03.3. Acceptable field verification data shall be required for final approval of a mixture design.

All concrete mixture designs will be reviewed by the Materials Division prior to use. Concrete mixture designs disapproved will be returned to the Contractor with a statement explaining the disapproval.

If the maturity method is used to estimate the compressive strength for applications such as early opening to traffic or form removal, the Contractor shall also submit compressive strength/maturity documentation developed in accordance with Subsection 804.03.15 for the mixture prior to production of concrete.

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 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 804.03.15. The compressive strength/maturity relationship information shall be submitted with the mixture design information.

**Table 1**  
**MASTER PROPORTION TABLE FOR HYDRAULIC CEMENT CONCRETE DESIGNS**

<b>Class</b>	<b>Required Coarse Aggregate Size No.<sup>7</sup></b>	<b>Maximum w/cm Ratio</b>	<b>Specified Compressive Strength (f'<sub>c</sub>) psi</b>	<b>Maximum Permitted Slump inches<sup>5</sup></b>	<b>Total Air Content (%)</b>
<b>AA</b>	57 or 67	0.45	4000	8	3.0-6.0
<b>B</b>	57 or 67	0.50	3500	8	3.0-6.0
<b>BD<sup>2,3</sup></b>	57 or 67	0.45 <sup>1</sup>	4000	5	3.0-6.0 5.0 8.0
<b>BDX<sup>2,3</sup></b>	57 or 67	0.45 <sup>1</sup>	4500	5	3.0-6.0 5.0 8.0
<b>BDO<sup>3,6,8,11</sup></b>	7, 8, or 78	As per mixture design	2500	6	3.0-6.0
<b>C</b>	57 or 67	0.55	3000	8	3.0-6.0
<b>D</b>	57 or 67	0.70	2000	8	3.0-6.0
<b>DS</b>	67	0.45	4000	8±1	See Note <sup>4</sup>
<b>F<sup>8</sup></b>	67	0.40	5000	8	See Note <sup>4</sup>
<b>FX<sup>8</sup></b>	67	As per mixture design	As shown on plans	8	See Note <sup>4</sup>
<b>PA</b>	467 or 57 <sup>9</sup>	0.48	3500	3	3.0-6.0
<b>PO<sup>8,11</sup></b>	57 or 67	As per mixture design	3500	8	3.0-6.0
<b>PP</b>	57 or 67	0.45	Per Plans	8	3.0-6.0
<b>S</b>	57 or 67	0.45	3000	8	3.0-6.0
<b>WT<sup>3,8,10,11</sup></b>	57 or 67	0.40	3500	4	3.0-6.0

<sup>1</sup> For Class BD concrete for bridge decks, the minimum water/cementitious material ratio shall be 0.43 and the maximum cementitious material content shall be 550 pounds per cubic yard.

For Class BDX concrete for bridge decks, the minimum water/cementitious material ratio shall be 0.42 and the maximum cementitious material content shall be 564 pounds per cubic yard.

<sup>2</sup> For bridge decks constructed following the requirements of Subsection 804.03.19.7.3, Subsection 804.03.14.2, and Subsection 804.03.17.2, then the Class BD or Class BDX mixture design shall contain lightweight aggregate (LWA) and have an internal curing water content of 8.0 lbs per 100 lbs of total cementitious materials in the mixture design; mixture designs not containing LWA and the required minimum internal curing water content shall not be used.

<sup>3</sup> An approved synthetic structural fiber shall be incorporated into the mixture at 1.25 times the approved dosage rate. For each additional pound of fibers per cubic yard added in excess

of the requirement stated above, an additional inch of slump will be allowed up to a maximum permitted slump of eight (8) inches.

- <sup>4</sup> Entrained air is not required for Class F, FX, and DS concrete unless exposed to seawater. For concrete not exposed to seawater, the total air content shall not exceed 6.0%. For concrete exposed to seawater, the total air content shall be 3.0-6.0%.
- <sup>5</sup> Except as noted for Class DS concrete, the design slump selected by the Contractor for the mixture design may be less than the maximum permitted slump. The design slump is the maximum acceptance slump for field acceptance in accordance with Subsection 907-804.02.13.1.2. Except as noted for Class DS concrete, minus slump requirements shall meet those set forth in Table 3 of AASHTO M157.
- <sup>6</sup> For Class BDO the mixture design shall include a minimum 564 pounds per cubic yard of cementitious material with a minimum 15 percent fly ash replacement. The specified strength shall be achieved prior to Opening To Traffic.
- <sup>7</sup> Other small coarse aggregate sizes meeting the requirements of Subsection 703.03.2.4 may be used in conjunction with the coarse aggregate sizes listed. Lightweight aggregate (LWA) meeting the requirements of Subsection 703.19.2 may also be used as a partial replacement for fine aggregate.
- <sup>8</sup> Type III or Type III (MS) portland cement may be used in these Classes of concrete.
- <sup>9</sup> The oven-dry coarse aggregate volume per cubic yard of concrete shall be a minimum of 72%.
- <sup>10</sup> The coarse aggregate size requirements shall meet the requirements of Subsection 907-799.02.4.2.
- <sup>11</sup> Non-chloride based accelerating admixtures may be used in these Classes of concrete.

**907-799.02.1--Allowable Hydraulic Cement Types.**

**907-799.02.1.1--Portland Cement.** Portland cement (cement) shall be either Type I or Type II. Type III or Type III (MS) may be used for the production of precast or precast-prestressed concrete members or Classes of concrete with Note 8 in Table 1.

**907-799.02.1.2--Blended Cement.** Blended hydraulic cements (blended cements) shall be of the following types and conform to Subsection 701.04:

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

Blended cement Types IL, IP, and IS meeting the “MS” sulfate resistance requirements listed in AASHTO M 240, Table 3 may also be used.

**907-799.02.2--Replacement of Portland Cement or Blended Cement.** Replacement of portland cement or blended cement shall be on a weight basis. At least 50% by weight of total cementitious material per cubic yard shall be portland cement.

Except as noted for concrete exposed to soluble sulfates or sea water in Subsection 907-799.02.4, the maximum replacement limits of portland cement or blended cement by weight by fly ash and



slag cement shall be in accordance with Table X provided the 50% by weight of total cementitious material per cubic yard of portland cement is maintained.

**Table X**  
**Replacement Ranges of Portland cements and Blended cements**  
**by Fly Ash or Slag Cement**

Portland cement or Blended cement type	Fly ash replacement range (%)	Slag cement replacement range (%)
Types I, II, III, and III (MS)	20 - 25	45 - 50
Types IL and IL (MS)	20 - 35	35 - 40
Types IS and IS (MS)	20 - 25	20 - 25
Types IP and IP (MS)	No replacement combination allowed	

Replacement contents below the range minimum in Table X may be used in concrete, but the concrete does not qualify for any special considerations, such as the maximum acceptance temperature for concrete in Subsection 804.02.13.1.5. Special considerations shall only apply for replacement of both portland cement and blended cement by either fly ash or slag cement.

**907-799.02.3--Alkali Content.** The total alkali content for all classes of concrete shall not exceed 4.0 lb per cubic yard based on the alkali contribution from the portland cement. The maximum cement alkali content reported on the cement mill certificate shall be used in this determination. An example calculation can be found in the Department's *Concrete Manual*.

**907-799.02.4--Exposure to Soluble Sulfates or Seawater.** When portland cement or blended cement concrete is exposed to moderate or severe soluble sulfate conditions or to seawater listed, cement types and replacement of cement by Class F fly ash, slag cement, or metakaolin shall be as follows in Table R.

Class C fly ash shall not be used as a replacement for cement in any of the sulfate exposure conditions listed below. Type IP blended cement shall not be used in any of the sulfate exposure conditions listed below.

**Table R  
Cementitious Materials Combinations for Soluble Sulfate Conditions or Seawater**

	<b>Exposure to Moderate Sulfates or Exposure to Seawater</b>	<b>Exposure to Severe Sulfates</b>
<b>Water-soluble sulfate (SO<sub>4</sub>) in soil, % by mass</b>	0.10 - 0.20	0.20 - 2.00
<b>Sulfate (SO<sub>4</sub>) in water, ppm</b>	150 - 1,500	1,500 - 10,000
<b>Portland cement or Blended cement types</b>	<b>Replacement Ranges by SCMs (%)</b>	
Type I or Type III	24.5 - 25.0% Class F fly ash, or 49.5 - 50.0% Slag cement, or 19.5 - 20.0% Metakaolin	49.5 - 50.0% Slag cement
Type II or Type III (MS)	See Note 1	24.5 - 25.0% Class F fly ash, or 49.5 - 50.0% Slag cement, or 19.5 - 20.0% Metakaolin
Type IL	24.5 - 35.0% Class F fly ash, or 49.5 - 50.0% Slag cement, or 19.5 - 20.0% Metakaolin	49.5 - 50.0% Slag cement
Type IL (MS)	See Note 1	24.5 - 35.0% Class F fly ash, or 49.5 - 50.0% Slag cement, or 19.5 - 20.0% Metakaolin
Type IS	24.5 - 25.0% Class F fly ash, or 24.5 - 25.0% Slag cement, or 19.5 - 20.0% Metakaolin	24.5 - 25.0% Class F fly ash, or 24.5 - 25.0% Slag cement, or 19.5 - 20.0% Metakaolin
Type IS (MS)	See Note 1	24.5 - 25.0% Class F fly ash, or 24.5 - 25.0% Slag cement, or 19.5 - 20.0% Metakaolin
Type IP (MS)	No replacement combination allowed	Type not allowed

<sup>1</sup> Class F fly ash or slag cement may be added as a replacement for cement as allowed in Subsection 907-799.02.2.

**907-799.02.5--Chemical Admixtures.** At least one water-reducing admixture or water-reducing/set-retarding admixture shall be used in all classes of concrete in accordance with the manufacturer's recommended dosage range. 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. Accelerating admixtures shall not be used unless approved by the State Materials Engineer and as applied to Classes by Note 11 in Table 1. Any combinations of admixtures shall be approved by the Engineer before their use.

**907-799.02.6--Aggregates.**

**907-799.02.6.1--Lightweight Aggregate Requirements for Bridge Decks.** For bridge decks constructed following the requirements of Subsection 804.03.19.7.3, Subsection 804.03.14.2 and Subsection 804.03.17.2, then the Class BD or Class BDX mixture design shall contain LWA meeting the requirements of Subsection 703.19.2 and have an internal curing water content of 8.0 lbs. per 100 lbs. of total cementitious materials in the mixture design; mixture designs not containing LWA and the required minimum internal curing water content shall not be used.

**907-799.02.6.2--Class WT Concrete.** Class WT concrete used in fiber-reinforced concrete pavements with a design thickness greater than or equal to 4 inches, size 57 coarse aggregate shall be used. Class WT concrete used in fiber-reinforced concrete pavements with a design thickness less than 4 inches, size 67 coarse aggregate shall be used.

**907-799.03--Proportioning of Hydraulic Cement Concrete Mixture Design.** Proportioning of hydraulic cement concrete shall be based on an existing mixture of which the producer has field experience and documentation or based on a recently batched laboratory mixture tested according to the required specifications.

**907-799.03.1--Proportioning on the Basis of Previous Field Experience of Trial Mixtures.**

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. The record of tests from which the standard deviation is calculated shall:

- (a) Represent similar materials and conditions to those expected. Changes in materials and proportions within the test record shall not have been more closely restricted than those for the proposed work.
- (b) Represent concrete produced to meet a specified strength.
- (c) Consist of 10 consecutive tests, average of three cylinders per test, tested at 28 days. For all mixture designs, for each of these tests on the plastic concrete the test data shall meet the acceptance criteria of Subsection 804.02.13.1.

The standard deviation, *s*, shall be calculated as:

$$s = \left[ \sum (X_i - \bar{X})^2 \div (N - 1) \right]^{1/2}$$

where:

- X<sub>i</sub>* = the strength result of an individual test
- $\bar{X}$  = the average of individual tests in the series
- N* = number of tests in the series

When the concrete production facility does not have a record of tests for calculation of standard deviation, as required in the above formula, the requirements of Subsection 907-799.03.2 shall govern.

The required average compressive strength ( $f'_{cr}$ ) used as the basis for selection of concrete proportions shall conform to the inequality listed below, while using a standard deviation,  $s$ , calculated as shown above.

$$\bar{X} \geq f'_{cr}$$

where:

$$f'_{cr} = f'_c + 1.43s$$

where:

- $f'_c$  = specified compressive strength of concrete, psi
- $f'_{cr}$  = required average compressive strength of concrete, psi
- $s$  = standard deviation, psi

1.43 represents the Lower Quality Index necessary to assure that 93% of compressive strength tests are above  $f'_c$ .

**907-799.03.2--Proportioning on the Basis of Laboratory Trial Mixtures.** When an acceptable record of field test results is not available, concrete proportions shall be established based on laboratory trial mixtures meeting the following restrictions:

- (a) The combination of materials shall be those intended for use in the proposed work.
- (b) Trial mixtures having proportions and consistencies suitable for the proposed work shall be made using the ACI 211.1 as a guide to proportion the mixture design.
- (c) Trial mixtures shall be designed to produce a slump within  $\pm\frac{3}{4}$  inch of the design slump allowed, and for air-entrained concrete,  $\pm 0.5$  percent of the maximum permitted air content in Table 1 in Subsection 907-799.02. The temperature of freshly mixed concrete in trial mixtures shall be reported.
- (d) For each proposed mixture, at least three compressive test cylinders shall be made and cured in accordance with AASHTO R 39. Each change of water-cement ratio shall be considered a new mixture. The cylinders shall be tested for strength in accordance with AASHTO T 22 and shall be tested at 28 days.
- (e) The required average strength of laboratory trial mixes shall exceed  $f'_c$  by 1200 psi for concrete mixture designs less than 5000 psi and by 1400 psi for concrete mixture designs of 5000 psi or more.
- (f) The laboratory trial batch mixtures shall have been made within the previous 12 months before being submitted for approval and shall not have been previously used on Department projects.

**907-799.04--Documentation of Average Strength.** Documentation that the proposed concrete proportions will produce an average strength equal to or greater than the required average shall consist of the strength test records from field tests or results from laboratory trial mixtures.

**907-799.05--Field Verification of Concrete Mixture Design.** Unless otherwise noted within this Subsection, and except for Class PO, concrete mixture designs will only be tentatively approved pending field verification submission. All concrete placed using a mixture design which has not been acceptably field verified will not be paid for by the Department until field verification is submitted and approved as having been found to meet the requirements in this Subsection and those in the Department's *Concrete Manual*. The requirements for yield, slump, or total air content shall be successfully met within the first three (3) production days. Mixture designs may be transferred to other projects without additional field verification testing if the most recent field verification testing was conducted within the past twelve (12) months. All concrete mixtures will have a complete field verification performed and submitted to the Department's Materials Division every 12 months.

The Contractor's Certified Quality Control Technicians shall test each concrete mixture design upon the first placement of the mixture. Aggregates and concrete tests during the first placement shall be as follows.

<u>Aggregates</u>	<u>Concrete</u>
Bulk Specific Gravity	Water Content
Moisture	Slump
Gradation	Air Content
	Unit Weight
	Yield

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, either by the batch plant or as ice used to control mixture acceptance temperature.

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 design for mixtures with a design slump of three inches (3") or less or within a minus 2½-inch tolerance of the design for mixtures with a design slump of greater than three inches (3"), and producing a total air content within the allowable air content range in Table 3.

For Class DS, the slump range shall be 8 inches ±1 inch. For Class DS exposed to seawater, the total air content shall be within the allowable air content range in Table 3. For Class DS not exposed to seawater the total air content shall be within the requirements in Table 3.

For Classes F and FX, the slump shall be within a minus 1½-inch tolerance of the design for mixtures with a design slump of three inches (3") or less or within a minus 2½-inch tolerance of the design for mixtures with a design slump of greater than three inches (3"). For Classes F and FX exposed to seawater, the total air content shall be within the allowable air content range in Table 3. For Classes F and FX not exposed to seawater the total air content shall be within the requirements in Table 3.

The mixture shall be adjusted and retested, if necessary, on subsequent placements until the above-mentioned properties are met.

If the requirements for yield, slump, or total air content are not met within the first three (3) production days, subsequent field verification testing shall not be permitted on Department projects, and the mixture design shall not be used until the requirements listed above are met. Any mixture design adjustments, changes in the mixture proportions, are to be made by a Class III Certified Technician representing the Contractor. After the mixture design has been verified and adjustments made, verification test results will be reviewed by the Engineer.

**907-799.05.1--Field Verification and Slump Loss of Class DS Concrete Mixture Designs.**

Prior to placement of Class DS concrete mixture, 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 803.03.2.7.1. The Contractor shall notify the Department 48 hours prior to performing the slump loss test. These tests shall be conducted successfully by an approved testing laboratory during the installation of the trial shaft, with personnel from the Department present. As an alternative, the slump loss test can be performed prior to the installation of the trial shaft.

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 (4) cubic yards of concrete. If the temperature between a successful slump loss test and the installation of the production shaft exceeds 10°F above the concrete temperature, another successful slump loss test shall be performed on the first truckload of concrete as part of the installation of the trial shaft. The requirement to limit 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.

**907-799.05.2--Field Verification of Class BDO and Class WT Concrete Mixture Designs.**

Prior to mixture design submittal, the Contractor shall perform a field verification on Class BDO and Class WT concrete mixture designs and submit the field verification data and batch ticket information as part of the mixture submittal.

In addition to the requirements in Subsection 907-799.03.3, this documentation must indicate that the mixture achieves the requirements in Table 1 for:

- the compressive strengths required for acceptance within 28 days;
- the compressive strengths required for early opening to traffic within the time specified by the Engineer; and
- if the maturity method is to be used to estimate the compressive strength for early opening to traffic, the strength/maturity relationship shall be verified within 10% of the predicted compressive strength value determined by the maturity curve following the requirements of AASHTO T325 during the field verification.

**907-799.06--Adjustments of Mixtures.** The mixture design may be adjusted by the Class III Certified Technician representing the Contractor in accordance with the allowable revisions listed in paragraph 5.7 of the Department's *Concrete Manual*. 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 907-799.05 and approval by the Engineer.

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-803-6

CODE: (IS)

DATE: 11/21/2023

SUBJECT: Deep Foundations

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

**907-803.02--Materials.** Delete the first paragraph of Subsection 803.02 on page 900, and substitute the following.

All materials shall conform to the applicable requirements set forth in Sections 710, 711, 719, 799, 804, and 814.

Delete the first sentence of the third paragraph on Subsection 803.02 on page 900, and substitute the following.

Concrete for drilled shafts shall be Class “DS” concrete meeting the requirements of Section 907-799.

**907-803.03--Construction Requirement.**

**907-803.03.1-Driven Piles.**

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

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

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

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

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

**907-803.03.2--Drilled Shafts.**



**907-803.03.2.7--Concrete Placement.**

**907-803.03.2.7.1--General.** Delete the first paragraph of Subsection 803.03.2.7.1 on page 925 and substitute the following.

Drilled shaft concrete shall meet the requirements in Sections 804 and 907-799.

Delete the fourth sentence of the fourth paragraph of Subsection 803.03.2.7.1 on page 925, and substitute the following.

Prior to concrete placement, the Contractor shall provide test results meeting the requirements of Subsection 907-799.02 and a slump loss test per the requirements in Subsection 907-799.05.1.

**907-803.04--Method of Measurement.**

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

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

**907-803.05--Basis of Payment.**

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

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

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

- 907-803-B: Conventional Static Pile Load Test - per each
- 907-803-I: PDA Test Pile - per each
- 907-803-J: Pile Restrike - per each
- 907-803-K: Drilled Shaft, \_\_\_" Diameter - per linear foot
- 907-803-L: Test Shaft, \_\_\_" Diameter - per each
- 907-803-M: Trial Shaft, \_\_\_" Diameter - per linear foot

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-804-13

CODE: (IS)

DATE: 11/21/2023

SUBJECT: Concrete Bridges and Structures

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

## 907-804.02--Materials.

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

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

The Contractor is required to submit mixture designs to accomplish this work in accordance with Section 907-799 and perform normal Quality Control functions in accordance with Table 4, Contractor's Minimum Requirements for Quality Control, Items A and B in Subsection 907-804.02.12.5.

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

<u>Section</u>	<u>Description</u>
502	Concrete Bridge-End Pavement
504	Fiber-Reinforced Concrete Pavement
610	High Tension Cable Barrier

907-804.02.6--Classification and Uses of Concrete. Delete the contents of Subsection 804.02.6 on pages 937 and 938 and substitute the following.

When a specific class of concrete is not specified on the plans or in the contract documents, the structure or parts thereof shall be constructed with the class of concrete as directed by the Engineer.

The classes of hydraulic cement concrete (concrete) mixtures are as follows:

- 1) Class AA - Concrete for bridge construction and concrete exposed to seawater.
- 2) Class B - General use, heavily reinforced sections, cast-in-place concrete piles, and conventional concrete piles.
- 3) Class BD - Concrete for bridge decks.
- 4) Class BDx - Extra strength concrete for bridge decks.
- 5) Class BDO - Concrete for bridge deck overlay.
- 6) Class C - Massive sections or lightly reinforced sections.
- 7) Class D - Massive unreinforced sections and riprap.

- 8) Class F - Concrete for prestressed members.
- 9) Class DS - Concrete for drilled shafts.
- 10) Class FX - Extra strength concrete for prestressed members, as shown on plans.
- 11) Class PA - Concrete paving.
- 12) Class PO - Concrete for repair of concrete paving.
- 13) Class PP - Concrete for special design requirements.
- 14) Class S - For all seal concrete deposited under water.
- 15) Class WT - Fiber-reinforced concrete pavement.

The classes of concrete and their general uses are listed in Subsection 907-799.01.

**907-804.02.8--Laboratory Accreditation.** Delete the first paragraph of Subsection 804.02.8 on page 938, and substitute the following.

The Contractor shall be responsible for furnishing the laboratory used to perform concrete quality control tests. The laboratory shall be either the Contractor’s facility, the concrete producer’s facility, or a certified independent testing laboratory subcontracted by the concrete producer.

**Table 1**

AASHTO: R 39	Making and Curing Concrete Test Specimens in the Laboratory
AASHTO: R 60	Sampling Freshly Mixed Concrete
AASHTO: R 76	Sampling Aggregates
AASHTO: R 100	Making and Curing Concrete Test Specimens in the Field
AASHTO: T 19	Bulk Density (“Unit Weight”) and Voids in Aggregates
AASHTO: T 22	Compressive Strength of Cylindrical Concrete Specimens
AASHTO: T 27	Sieve Analysis of Fine and Coarse Aggregates
AASHTO: T 84	Specific Gravity and Absorption of Fine Aggregate
AASHTO: T 85	Specific Gravity and Absorption of Coarse Aggregate
AASHTO: T 119	Slump of Hydraulic Cement Concrete
AASHTO: T 121	Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete
AASHTO: T 152	Air Content of Freshly Mixed Concrete by Pressure Method *
AASHTO: T 196	Air Content of Freshly Mixed Concrete by the Volumetric Method *
AASHTO: T 231	Capping Cylindrical Concrete Specimens
AASHTO: T 248	Reducing Field Samples of Aggregate to Testing Size
AASHTO: T 255	Total Evaporable Moisture Content of Aggregate by Drying
AASHTO: T 325	Standard Method of Test for Estimating the Strength of Concrete in Transportation Construction by Maturity Tests **
AASHTO: T 309	Temperature of Freshly Mixed Portland Cement Concrete
ASTM: C 1074	Standard Practice for Estimating Concrete Strength by the Maturity Method **

\* Equipment necessary for either pressure or volumetric air content.

\*\* Equipment necessary for estimating concrete strength following the maturity method.

Table 2

Concrete Technician’s Tasks	Test Method Required	Certification Required**
Sampling or Testing of Plastic Concrete	AASHTO R 60, R 100, T 119, T 121, T 152, T 196, and T 309	MDOT Class I certification
Compressive Strength Testing of Concrete Cylinders	AASHTO T 22 and T 231	MDOT Concrete Strength Testing Technician certification
Sampling of Aggregates	AASHTO R 76	Work under the supervision of a MDOT Class II certified technician
Testing of Aggregates	AASHTO T 19, T 27, T 84, T 85, T 248, and T 255	MDOT Class II certification
Proportioning of Concrete Mixtures*	AASHTO M 157 and R 39	MDOT Class III certification
Interpretation and Application of Maturity Meter Readings	AASHTO T 325 and ASTM C 1074	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.

Delete Subsection 804.02.10 on pages 940 thru 946, and substitute the following.

**907-804.02.10--Hydraulic Cement Concrete Mixture Design.** The hydraulic cement concrete mixture design shall meet the requirements in Section 907-799 for the applicable Class of concrete.

**907-804.02.12--Contractor’s Quality Control.**

**907-804.02.12.1--Quality Control Plan.**

**907-804.02.12.1.1--Elements of Plan.** Delete Item (d) (3) in Subsection 804.02.12.1.1 on page 947, and substitute the following.

- (3) If the Contractor elects to utilize Job Site Batch Adjustments by Addition of Chemical Admixture within Item 2, the procedures outlined in the Contractor’s Quality Control Plan for Job Site Batch Adjustments shall be followed.

**907-804.02.12.2--Personnel Requirements.** Delete the two paragraphs in Subsection 804.02.12.2 on page 948, and substitute the following.

The Contractor’s Designated Certified Technician shall either be an employee of the Contractor, an employee of the concrete producer, or an employee of the certified independent testing

laboratory subcontracted by the concrete producer. The Contractor's Designated Certified Technician shall perform and use quality control tests and other quality control practices to assure that delivered materials and proportioning meet the requirements of the mixture design including temperature, slump, total air content, unit weight, and strength and shall periodically inspect all equipment used in transporting, proportioning, and mixing.

The Contractor shall periodically inspect all equipment used placing, consolidating, finishing, and curing to assure it is operating properly and that placement, consolidation, finishing, and curing conform to the mixture design and other contract requirements.

**907-804.02.12.5--Non-Conforming Materials.** Delete Table 4 on page 950, and substitute the following.

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

<b>Hydraulic Cement Concrete</b>		
<b>Control Requirement</b>	<b>Frequency</b>	<b>AASHTO/ASTM</b>
<b>A. PLANT AND TRUCKS</b> 1. Mixer Blades 2. Scales a. Tared b. Calibrate c. Check Calibration 3. Gauges & Meters - Plant & Truck a. Calibrate b. Check Calibration 4. Admixture Dispenser a. Calibrate b. Check Operation & Calibration	Monthly  Daily Every 6 months Weekly  Every 6 months Weekly  Every 6 months Daily	
<b>B. AGGREGATES</b> 1. Sampling 2. Fine Aggregate a. Gradation / FM b. Moisture c. Specific Gravity / Absorption 3. Coarse Aggregates a. Gradation b. Moisture  c. Specific Gravity / Absorption	250 yd <sup>3</sup> concrete Check meter against test results weekly 2500 yd <sup>3</sup> concrete  250 yd <sup>3</sup> concrete Minimum of once daily or more as needed to control production. Check meter against test results weekly. 250 yd <sup>3</sup> concrete if the coarse aggregate oven dry specific gravity is less than 2.450, or 2500 yd <sup>3</sup> concrete if the coarse aggregate oven dry specific gravity is greater than or equal to 2.450	R 76  T 27 T 255 T 84  T 27 T 255  T 85
<b>C. PLASTIC CONCRETE</b> 1. Sampling 2. Air Content 3. Slump 4. Unit weight 5. Compressive Strength  6. Yield 7. Temperature	First load then one per 50 yd <sup>3</sup> First load then one per 50 yd <sup>3</sup> 100 yd <sup>3</sup> or when cylinders are made A minimum of one set (three cylinders) for each 100 yd <sup>3</sup> inclusive and one set for each additional 100 yd <sup>3</sup> or fraction thereof for each class concrete delivered and placed on a calendar day from a single supplier. A test shall be the average of three cylinders. Each 400 yd <sup>3</sup> concrete With each sample	R 60 T 152 or T 196 T 119 T 121 R 100, T 22, T 231  T 121 T 309

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

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

Quality Assurance Tests	Frequency	AASHTO/ASTM
<b>A. AGGREGATES</b>		
1. Sampling		R 76
2. Fine Aggregate Gradation and FM	250 yd <sup>3</sup> concrete	T 27
3. Coarse Aggregates Gradation	250 yd <sup>3</sup> concrete	T 27
4. Coarse Aggregate a. Specific gravity / Absorption	250 yd <sup>3</sup> Concrete if the coarse aggregate oven dry specific gravity is less than 2.450, or 2500 yd <sup>3</sup> Concrete if the coarse aggregate oven dry specific gravity is greater than or equal to 2.450	
<b>B. PLASTIC CONCRETE</b>		
1. Sampling		R 60
2. Air Content	Every 100 yd <sup>3</sup>	T 152 or T 196
3. Slump	Every 100 yd <sup>3</sup>	T 119
4. Density (Unit Weight)	100 yd <sup>3</sup> or when cylinders are made	T 121
5. Compressive Strength	One set (three cylinders) for every 100 yd <sup>3</sup> inclusive. A test shall be the average of three cylinders.	R 100, T 23, T 231
6. Temperature	With each sample	T 309

**907-804.02.13.1--Job Control Testing.**

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

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

**907-804.02.13.1.5--Temperature.** Delete the third and fourth paragraphs of Subsection 804.02.13.1.5 on page 953, and substitute the following.

The maximum acceptance temperature of Class C concrete mixtures is 100°F for mixtures meeting the cement replacement requirements of Subsection 907-799.02.2. For Class C concrete mixtures that do not meet the cement replacement requirements of Subsection 907-799.02.2, the maximum acceptance temperature is 95°F.

The maximum acceptance temperature for all other concrete mixtures meeting the cement replacement requirements of Subsection 907-799.02.2 is 95°F. The maximum acceptance temperature for all other concrete mixtures that do not meet the cement replacement requirements of Subsection 907-799.02.2 is 90°F.

Delete Subsection 804.02.13.1.7 on page 954 and substitute the following.

**907-804.02.13.1.7--Blank.**

**907-804.03--Construction Requirements.**

**907-804.03.11--Concrete Exposed to Seawater.** Delete the first sentence of the paragraph in Subsection 804.03.11 on page 962, and substitute the following.

Unless otherwise specifically provided, concrete for structures exposed to seawater shall be Class AA concrete as referenced in Subsection 907-799.02.

Delete Subsection 804.03.16.1 on pages 970 & 971, and substitute the following.

**907-804.03.16.1--Cold Weather Concreting.**

**907-804.03.16.1.1--Mixture Acceptance Temperature.** For the purpose of job site acceptance temperature in accordance with Subsection 804.02.13.1.5, in cold weather, the acceptance temperature of the concrete when delivered to the job site shall conform to the temperature limitations of “Temperature Limitations on Concrete when Delivered to Job Site” listed in Table 8 below. For the purpose of mixture acceptance temperature, cold weather is defined as three consecutive days when there is a probability that the daily average of the highest and lowest ambient temperatures is expected to be less than 40°F. This three-day forecast shall be based on the latest information available from the National Weather Service.

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

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

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

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



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

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

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

In the event that the Contractor's enclosure method does not successfully maintain the air temperature within the required range, the Contractor shall suspend additional concrete placements until either 1) such time that changes in the enclosure method are demonstrated to successfully maintain the required temperatures during other periods of cold weather, or 2) such time that concrete placements are not conducted during periods of cold weather.

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

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

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

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

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

**907-804.03.17--Curing Concrete.**

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

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

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

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

If there is an unanticipated delay in the placement of the first layer of saturated burlap outside the time limit which is due to unforeseen events which are not a part of the Contractor’s curing operations for meeting the requirements of this Subsection and which are outside the direct control of the Contractor, the struck-off and finished concrete shall be kept wet by use of the powered fogging equipment used to keep the burlap wet as described previously in the Subsection.

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

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

**907-804.03.19.7--Finishing Bridge Decks.**

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

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

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

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

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

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

**907-804.03.22--Precast-Prestressed Concrete Bridge Members.**

**907-804.03.22.8--Testing of Materials.** Delete the first sentence of the paragraph in Subsection 804.03.22.8 on page 997, and substitute the following.

Concrete and aggregate testing shall meet the requirements of Division VI of PCI Quality Control Manual, Latest Edition, except that the concrete mixture design shall meet the requirements of Subsection 907-799.

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-804-14

CODE: (IS)

DATE: 11/21/2023

SUBJECT: Bridge Deck Overlay

Section 804, Concrete Bridges and Structures, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as modified by this special provision is applicable to Bridge Deck Overlays Only.

**907-804.01--General.** This work consists of placing a concrete overlay over an existing bridge deck or a bridge deck that has been partially removed by hydrodemolition, or other methods of removal, to the line, grade and cross-section shown on the plans or as directed by the Engineer.

**907-804.02--Materials.**

**907-804.02.1--General.** Concrete produced and controlled from this specification will be accepted upon proper certification of concrete production through verification by job site acceptance criteria performed by Department personnel.

The materials for partial depth repair of concrete, when sampled and tested in accordance with Subsection 700.03, shall meet the requirements of the following Subsections:

Portland Cement .....	701.01 and 701.02
Blended Cement.....	701.01 and 701.04
Fine Aggregate .....	703.02
Coarse Aggregate .....	703.03
Joint Material .....	707.01, 707.02, and 707.07
Reinforcing Steel .....	711.02
Structural Synthetic Fibers .....	711.04
Liquid Membrane Compound .....	713.01.02
Admixtures .....	713.02
Fly Ash .....	714.05
Water .....	714.01.1 and 714.01.2

**907-804.02.2--Hydraulic Cement Concrete Mixture.** The hydraulic cement concrete mixture design shall meet the requirements for Class BDO in Section 907-799.

**907-804.02.3--Sampling & Testing.** Sampling and testing of plastic concrete will be performed by Department personnel having the applicable certifications in Table 2 in Section 804 and in accordance with the applicable test methods listed in Table 1 in Section 804 at the following sampling and testing frequency.

The slump, temperature, and total air content will be determined on the first batch each production day and other subsequent batches until requirements for these plastic properties are met. Slump, temperature, and total air content shall be determined at a minimum frequency of one (1) per each

50 cubic yards of concrete repair, or fraction thereof, but more often if the slump, temperature, or total air content are in question on subsequent batches. Once a batch has been determined to meet the requirements for slump, temperature, and total air content, additional testing on the batch is not required.

At least three concrete test cylinders for acceptance will be cast per day per section of lane for which an individual lane closure is affected and concrete is replaced. The slump, temperature, total air content, and unit weight will be determined for the concrete test cylinders. The concrete test cylinders will be made from approximately the last batch of concrete produced each day.

Compressive strength cylinders for opening to traffic shall be cast and tested by the Contractor in accordance with Subsection 907-804.03.

**907-804.02.4--Basis of Acceptance.** The slump of plastic concrete mixture shall meet the requirements of Subsection 907-804.02.2 with the minus slump limits of AASHTO M157.

Sampling will meet the requirements of AASHTO T141. For additional information concerning sampling concrete, see the Department’s *Concrete Field Manual*.

The total air content of the plastic concrete mixture shall meet the requirements of Subsection 907-804.02.2.

The maximum plastic concrete acceptance temperature shall be 90°F. Plastic concrete with a temperature exceeding 90°F will be rejected and not used in Department work. The minimum acceptance temperature shall meet the requirements of Subsection 804.03.16.1 for Cold Weather Concreting.

A check test will be made on another portion of the obtained sample before rejection of any batch.

The compressive strength shall meet the requirements of Subsection 907-804.02.3.

**907-804.03--Construction Requirements.** When the overlay is to be placed on a bridge deck that has been partially removed, the bridge deck overlay shall begin as soon as practical following the deck removal and cleaning of the bridge deck. Any bridge deck repairs shall be performed prior to or concurrent with the placement of the overlay. Any damage to the reinforcing steel as a result of the Contractor’s operations shall be corrected to the satisfaction of the Engineer at no additional costs to the State.

During placement of the overlay, the concrete shall be thoroughly consolidated by internal vibration. Finishing may be performed by either machine or hand methods. The concrete shall be screeded longitudinally unless otherwise permitted by the Engineer. The screed shall be metal of a type normally used on bridge deck pours. The overlay shall be checked longitudinally and transversely in order to meet a 1/8-inch in 10 feet smoothness requirement.

After the screeding and floating has been completed and while the concrete is still plastic, the surface of the concrete shall be tested with a 10-foot straightedge. For this purpose the Contractor shall furnish and use an accurate 10-foot straightedge swung from handles three feet longer than one-half the width of the slab. The straightedge shall be held in contact with the surface in

successive positions parallel to the road centerline and the whole area gone over from one side of the slab to the other as necessary. Advance along the road shall be in successive stages of not more than one-half the length of the straightedge. All depressions found shall be immediately filled with freshly mixed concrete, struck off, consolidated, and refinished. High areas shall be cut down and refinished. Special attention shall be given to assure that the surface across joints meets any requirements for smoothness. Straightedge testing and surface corrections shall continue until the entire surface is found to be free from observable departures from the straightedge, and the slab conforms to the required grade and cross section.

The concrete surface shall be protected from premature drying by covering as soon as possible with wetted burlap. It shall be cured with Class 3 burlap, or its equivalent, covered with plastic sheeting. The burlap shall be kept continuously and thoroughly wet. Careful attention shall be given to the proper curing and protection of the concrete, and curing shall continue until the 2,500 psi strength is attained. Twelve (12) test cylinders for verifying strength requirements shall be made and cured under the same conditions as the bridge deck. Three (3) test cylinders shall be tested and the results averaged to represent a test break. Traffic shall not be allowed on the concrete overlay until the required 2,500 psi strength is attained.

**907-804.04--Method of Measurement.** Bridge deck overlay concrete, complete and accepted, will be measured by the cubic yard, determined by calculating the theoretical volume of bridge deck overlay plus any additional concrete placed. Additional concrete placed with the overlay will be calculated by subtracting the theoretical volume of bridge deck overlay from the total ticketed volume of concrete delivered minus the volume estimated by the Engineer of any wasted concrete.

**907-804.05--Basis of Payment.** Bridge deck overlay concrete, measured as prescribed above, will be paid for at the contract unit price per cubic yard, which price shall be full compensation for all materials, tools, equipment, labor, and incidentals necessary to complete the work.

Payment will be made under:

907-804-O: Bridge Deck Overlay Concrete

- per cubic yard

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS NO. 907-823-7

CODE: (SP)

DATE: 10/13/2020

SUBJECT: **Preformed Joint Seal**

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

### **SECTION 907-823--PREFORMED JOINT SEAL**

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

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

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

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

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

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

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

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

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

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

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

Payment will be made under:

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

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



**NOTES ON ASSOCIATED ITEMS OF WORK:**  
907-808-4002 JOINT REPAIR

**Description:** Shall include the Work Necessary To Repair Joints In Bridge Deck On Each Side Of The Centerline Joint. Epoxy Mortar Shall Also Be Installed Under This Item Of Work. Removal Of Existing Mortar From The Joint Shall Be Done In Accordance With The Specifications And Any Other Requirements Specified Therein.

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

907-808-4003 JOINT REPAIR WITHOUT EPOXY

**Description:** Shall Include The Work Necessary To Repair Joints In Preparation For The Placement Of New Expansion Material, Or Existing Silicone Sealant, Composites And A/C Sealed Joint Materials Shall Be Installed Under This Item Of Work. Removal Of Joint Materials Any Way, Trench And Debris (Including Bit Hot Sealant) Shall Be Done In Accordance With The Specifications And Any Other Requirements Specified Therein.

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

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

**Description:** The Saw Cut Depth Shall Be Equivalent To The Installation Depth Of The Sealant. The Saw Cut Type Shall Be Selected On Each Side Of The Centerline Joint.

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

907-823-4001 PREFORMED JOINT SEAL, TYPE I

**Description:** Shall include the Manufacturer's Required Joint Preparation Including Sandblasting Both Sides Of The Joint And Blowing The Joint Free Of Debris. The Contractor Shall Be Responsible For The Placement Of The New Preformed Joint Seal.

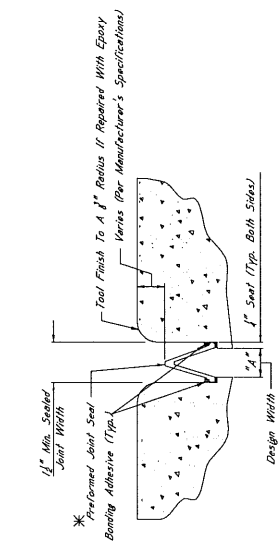
**Basis Of Payment:** The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Centerline Joint.

**EPOXY MORTAR AND POLYMER CONCRETE NOTES:**

1. Specifications: Manufacturer's Standard Specifications For Road And Bridge Construction 2017.
2. No Change Of The Direction Of Structure. Single Bridge Engineers May Be Authorized By The Bridge Engineer Provided Such Changes Do Not Affect The Minimum Required Vertical Joint Seal Dimension For Which No Pay Item Is Provided In The Proposal Will Be Considered An Assessed Item of Work.

**GENERAL NOTES:**

1. Specifications: Manufacturer's Standard Specifications For Road And Bridge Construction 2017.
2. No Change Of The Direction Of Structure. Single Bridge Engineers May Be Authorized By The Bridge Engineer Provided Such Changes Do Not Affect The Minimum Required Vertical Joint Seal Dimension For Which No Pay Item Is Provided In The Proposal Will Be Considered An Assessed Item of Work.

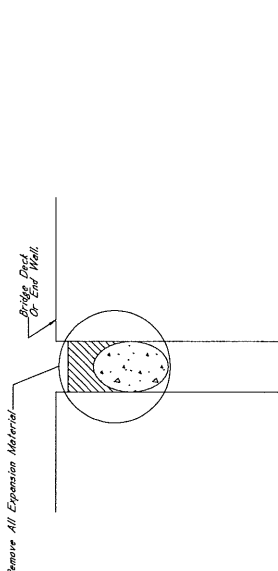


TYPICAL SECTION AT SAWCUT & SEALED JOINT

Showing Sealed Joint After Sawcut

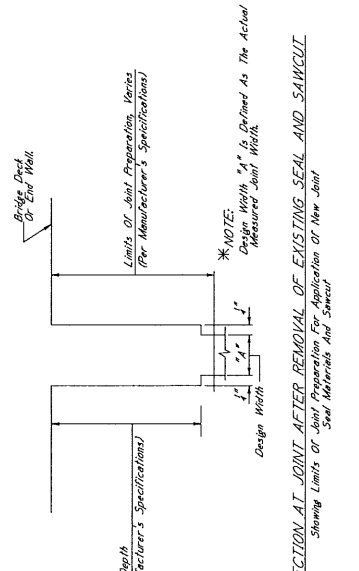
**\*NOTES:**  
1. The Preformed Joint Seal Shall Be One Of The Following Installed According To The Manufacturer's Specifications:  
A. Silicone Joint Sealing System  
www.mscorp.com  
B. Welo SFS Joint System  
www.weloseal.com  
C. Silicone SSS Silicone Strip Seal  
Manufactured By SSI Commercial & Highway Construction Materials  
www.ssi.com

2. For Expedient Progress, The P.J. Wilson Silicone Joint Sealing System May Be Used. However, Should Another Supplier Be Chosen, It Is The Contractor's Responsibility To Ensure That The Manufacturer's Recommendations Are Followed. Any Other Variance Between The Specifications Provided By The Manufacturer, Manufacturer Representative, Shall Be Presented At The Time Joint Sealing Begins. The Contractor Is Responsible For Installation Of The Joint Sealant.
3. Joints Shall Be Sealed At Their Design Widths, Dimension "A", Which Is Defined As The Actual Width Of The Joint Opening. The Width Does Not Account For The Sealant. For Design Widths Greater Than Or Equal To 2" With The Maximum Design Width Of Expansion Material Shall Be Required As Directed By The Director Of Structures, State Bridge Engineer. It Is The Contractor's Responsibility To Ensure That The Size Selected Is Appropriate For The Width Of The Joint.



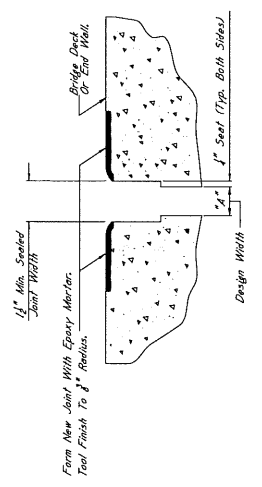
TYPICAL SECTION AT EXISTING JOINT

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



TYPICAL SECTION AT JOINT AFTER REMOVAL OF EXISTING SEAL AND SAWCUT

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



TYPICAL SECTION AT SAWCUT & JOINT REPAIR

Showing New Joint With Epoxy Mortar

NOTES ON ASSOCIATED ITEMS OF WORK.

907-808-4002 JOINT REPAIR

Description:

Shall include the work necessary to repair joints in concrete and in the concrete deck. The repair shall include the removal of all old concrete and debris (including but not limited to compacted dirt, vegetation and trash) located at the joint. Epoxy mortar shall also be included under this item of work. Removal of existing silicone sealed, compression and AC sealed joints. Materials shall be placed in accordance with the specifications and shall be in accordance with the applicable provisions of Section 908.09 of the specifications and any other sections specified therein.

Basis of Payment:

The accepted quantities will be paid for in linear feet at length of the centerline joint, on each side of the centerline joint.

907-808-4003 JOINT REPAIR WITHOUT EPOXY

Description:

Shall include the work necessary to repair joints in concrete and in the concrete deck. The repair shall include the removal of all old concrete and debris (including but not limited to compacted dirt, vegetation and trash) located at the joint. Epoxy mortar shall also be included under this item of work. Removal of existing silicone sealed, compression and AC sealed joints. Materials shall be placed in accordance with the specifications and shall be in accordance with the applicable provisions of Section 908.09 of the specifications and any other sections specified therein.

Basis of Payment:

The accepted quantities will be paid for in linear feet at length of the centerline joint, on each side of the centerline joint.

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

Description:

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

Basis of Payment:

The accepted quantities will be paid for in linear feet at length of the centerline joint, on each side of the centerline joint. It is the contractor's responsibility to provide the saw cut depth as specified on the manufacturer's recommendations.

907-823-4001 REFORMED JOINT SEAL, TYPE I

Description:

Shall include the manufacturer's required joint preparation from old debris with compressed air and placement of the new reformed joint seal.

Basis of Payment:

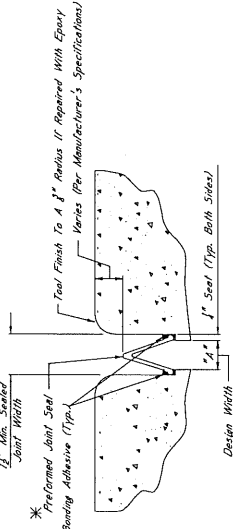
The accepted quantities will be paid for in linear feet at length of the centerline joint.

EPOXY MORTAR AND POLYMER CONCRETE NOTES:

Epoxy mortar or polymer concrete may be used in quantities specified in the specifications.

GENERAL NOTES:

1. Specifications, drawings and specifications for road repair shall be followed unless otherwise specified.
2. No change of plans will be permitted except by written approval of the Director of Structures, State Bridge Engineer. Minor changes to detail or design or construction procedures will be permitted in the contract price adjustment. Such changes will not be cause for contract price adjustment. Work for which no pay item is provided in the proposal will be considered as extra work unless otherwise specified.
3. Materials shall be used in accordance with the specifications and any other sections specified therein.

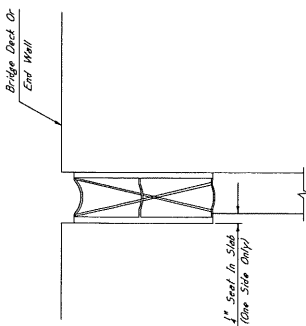


TYPICAL SECTION AT SAWCUT & SEALED JOINT

Showing Sealed Joint After Sawcut And Repair With Epoxy Mortar

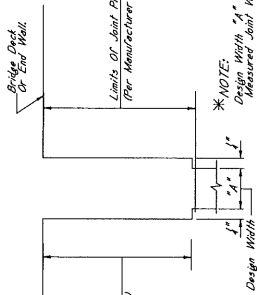
\*NOTES:

1. The reformed joint seal shall be one of the following, installed according to the manufacturer's joint seal installation instructions:
  - A. Sika-Bond Joint Sealing System, manufactured by R. L. Watson, Inc. in Allen, NY ([www.rlwatson.com](http://www.rlwatson.com))
  - B. Waco SFS Joint System, manufactured by Waco Roman Acme Corporation in Amers, NY ([www.wacoacme.com](http://www.wacoacme.com))
  - C. Silicone SS3, Silicone Strip Seal, manufactured by SSI Commercial & Highway Construction Materials ([www.ssi.com](http://www.ssi.com))
2. For estimating purposes, the R.L. Watson Silicone Joint Sealing System was selected. However, should another supplier be chosen, it is the contractor's responsibility to provide the manufacturer's specifications and drawings for all joint preparation, installation depths and heights, adhesive mixing times, and any other variances between the specifications provided by the manufacturer, to ensure that the contractor is properly schooled in installation of the joint material.
3. Joints shall be sealed at their design widths, dimension "A", which is defined as the saw cut depth on both sides of the joint. This dimension shall be used for joints with design widths less than 2". Preformed joint seals shall be used in cases where design widths are greater than 2". Epoxy mortar shall be applied in cases where design widths are greater than 2". Epoxy mortar shall be applied as directed by the Director of Structures. Sealant shall be applied in accordance with the manufacturer's specifications. Sealant shall be applied in accordance with the manufacturer's specifications. Sealant shall be applied in accordance with the manufacturer's specifications.



TYPICAL SECTION AT EXISTING JOINT

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



TYPICAL SECTION AT JOINT AFTER REMOVAL OF EXISTING SEAL AND SAWCUT

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



TYPICAL SECTION AT SAWCUT & JOINT REPAIR

Showing Area Where Repairs Are Made After Sawcut, With Epoxy Mortar Or Approved Equivalent

\*NOTES:

1. For epoxy, slope barrier, the minimum required vertical joint seal dimension for face and beam barriers, the minimum required vertical joint seal dimension within the barrier is 6".

ELEVATION AT END OF SPAN

**NOTES ON ASSOCIATED ITEMS OF WORK:**

**907-808-4002 JOINT REPAIR**

**Description:**

Shall include the work necessary to repair joints in preparation for the placement of new expansion material. Shall also be included under this item of work, removal of existing silicone seals, compressing and AC sealed joint as attached under this item of work. Removal of joint materials and any trash and debris (including but not limited to compacted asphalt) shall be included under this item of work. All other requirements shall be in accordance with the applicable provisions of Section 808 of the Specifications and any other sections specified therein.

**Basis Of Payment:**

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

**907-808-4003 JOINT REPAIR WITHOUT EPOXY**

**Description:**

Shall include the work necessary to repair joints in preparation for the placement of new expansion material, as designated in the detail drawings. Existing joint materials will not be paid for directly and shall be considered as absorbed under this item of work. Removal of joint materials shall be limited to compacted dirt, vegetation and trash located at any depth within the joint. Seal shall be included under this item of work. All other requirements shall be in accordance with the applicable provisions of Section 808 of the Specifications and any other sections specified therein.

**Basis Of Payment:**

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

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

**Description:**

The Saw Cut Depth Shall Be Fabricated To The Installation Depth Required By The Manufacturer's Specifications. The Saw Cut Type Shall Be The Same As The Prefabricated Joint Seal Selection.

**Basis Of Payment:**

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

**907-823-4001 REFORMED JOINT SEAL, TYPE I**

**Description:**

Shall include the manufacturer's required joint preparation including compressing both sides of the joint and forming the joint with preformed joint seal. Compressing for the placement of the reformed joint seal.

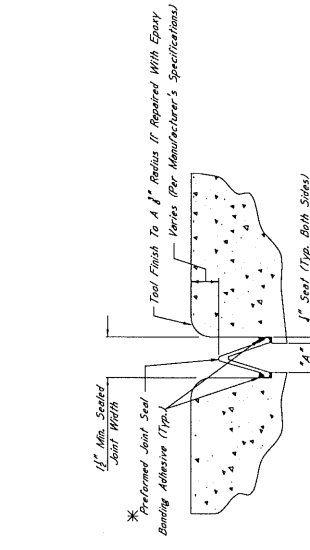
**Basis Of Payment:**

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

**EPOXY MORTAR AND POLYMER CONCRETE NOTES:**  
Either Epoxy Mortar or Polymer Concrete May Be Used. Guidelines For Selection Of Materials Can Be Found In Section 808 of the Specifications.

**GENERAL NOTES:**

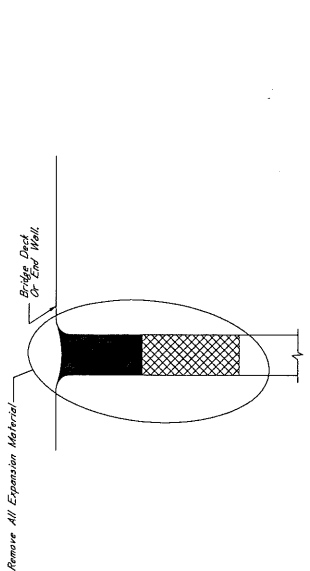
1. Specifications: Mississippi Standard Specifications For Road And Bridge Construction, 2017.
2. Minor Changes To Detail Or Design Or Construction Procedure Will Not Be Considered For Contract Adjustment. Such Changes Will Be Paid For Directly And Shall Therefore Be Considered An Absorbed Item Of Work.



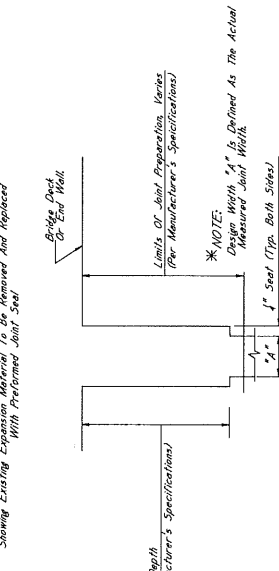
**TYPICAL SECTION AT SAWCUT & SEALED JOINT**  
Showing Sealed Joint After Sawcut And Repair With Epoxy Mortar.

\*NOTES:  
1. The Prefabricated Joint Seal Shall Be One Of The Following, Installed According To The Manufacturer's Specifications:  
A. Silicate Joint Sealing System Manufactured By R.J. Watson, Inc. In Allen, NY www.rjwatson.com  
B. Wipac SPS Joint System Manufactured By SSI Commercial & Highway Construction Materials www.ssi.com  
C. Silicate SSS Epoxy Seal.

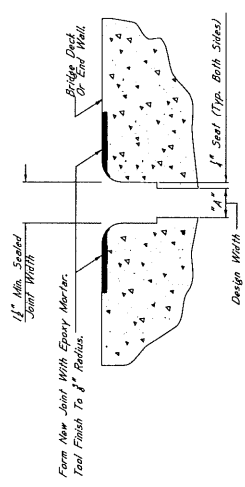
2. For Estimating Purposes, The R.J. Watson Silicate Joint Sealing System Was Selected. However, Should Another Supplier Be Chosen, It Is The Contractor's Responsibility To Determine The Joint Preparation, Installation Depth, And Width, Adhesive Setting Times, And Any Other Requirements. The Contractor Shall Obtain Approval From The Manufacturer's Representative Prior To Installation. It Is The Contractor's Responsibility To Ensure That The Contractor Is Properly Trained In Installation Of The Joint Material.
3. Joints Shall Be Sealed At Their Design Widths. Dimension "A" Which Is Defined As Seal Required On Both Sides Of The Joint. Prefabricated Joint Seal Type I Shall Be Used For Design Widths Less Than 2". Prefabricated Joint Seal Type II Shall Be Used For Design Widths Greater Than 2". In Cases Where Design Widths Are Greater Than 2", Another Type Of Expansion Material Shall Be Required As Directed By The Director Of Structures. The Contractor Shall Be Responsible For The Width Of The Joint.



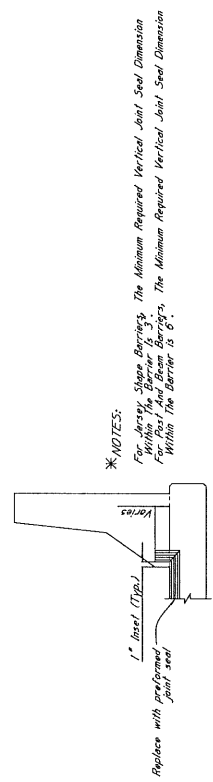
**TYPICAL SECTION AT EXISTING JOINT**  
Showing Existing Expansion Material To Be Removed And Replaced With Prefabricated Joint Seal.



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



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



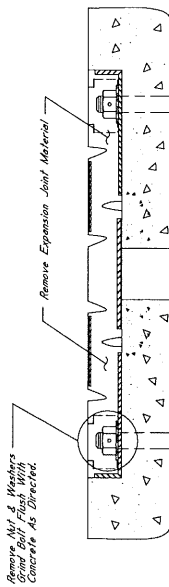
**ELEVATION AT END OF SPAN**



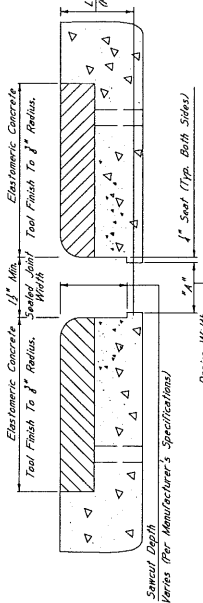






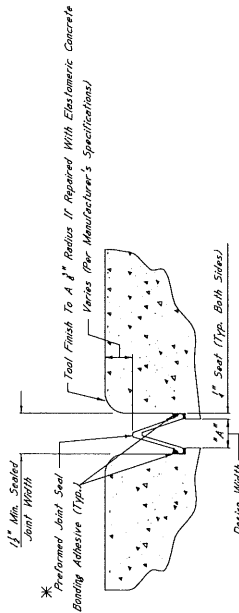


TYPICAL SECTION AT EXISTING JOINT  
Showing Existing Expanding Device To Be Removed And Replaced With Preformed Joint Seal



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

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



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

\*NOTES:

1. The Preformed Joint Seal Shall Be One Of The Following, Installed According To The Manufacturer's Specifications:
  - A. Silicone Joint Sealing System Manufactured By P.C. Welton, Inc. In Albany, NY [www.pcwelton.com](http://www.pcwelton.com)
  - B. White SPS Joint Sealing Manufactured By Welton Boman Acme Corporation In Amherst, NY [www.wbacorp.com](http://www.wbacorp.com)
  - C. Silgrac 555 Silicone Strip Seal Manufactured By SST Commercial & Highway Construction Materials
2. For Sealing Purposes, The 8/16 Inch Silgrac Joint Sealing System Was Selected However, Should Another Superior Be Chosen, It Is The Contractor's Responsibility To Ensure That The Manufacturer's Recommendations Are Followed And That All Other Conditions Between The Specifications Provided By The Manufacturer, A Manufacturer Representative Shall Be Present At The Time Joint Sealing Begins. It Is The Contractor's Responsibility To Ensure That The Manufacturer's Recommendations Are Followed.
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 1/2 Inch Expansion On Both Sides. The 2" Joint Preformed Joint Seal Shall Be Used For Design Widths Greater Than Or Equal To 2" With The Maximum Design Width Of Expansion Material Shall Be As 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:

- For Jersey Slope Barriers, The Minimum Required Vertical Joint Seal Dimension Within The Barrier Is 3" High. The Minimum Required Vertical Joint Seal Dimension Within The Barrier Is 6".

ELEVATION AT END OF SPAN

NOTES ON ASSOCIATED ITEMS OF WORK:

202-0189 REMOVAL OF EXISTING JOINT MATERIAL

Description: Shall include the removal of material associated with existing joints, including the joint expansion device, sealant, and any other material located under this item of work. Work shall be limited to the removal of material located under this item of work. The contractor shall be responsible for the removal of material located under this item of work.

Basis of Payment: Payment for removal of material shall be made on a unit price basis for each cubic yard of material removed. The unit price shall include the cost of labor, materials, and equipment. Payment shall be made for the actual quantity of material removed.

907-023-0001 SAW CUT, TYPE I & 907-023-0002 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.

907-023-0001 PREFORMED JOINT SEAL, TYPE I

907-023-0002 PREFORMED JOINT SEAL, TYPE II

Description: Shall include the manufacturer's required joint preparation, including the removal of material, saw cutting, and placement of the preformed joint seal.

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

ELASTOMERIC CONCRETE REPAIR

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

- A. Poly-Ton Elastomeric Concrete Manufactured By P.C. Welton, Inc. In Albany, NY [www.pcwelton.com](http://www.pcwelton.com)
- B. White-Crete II Manufactured By Welton Boman Acme Corporation In Amherst, NY [www.wbacorp.com](http://www.wbacorp.com)
- C. Dakota Elastomeric Concrete Manufactured By The D.S. Brown Company In North Baltimore, OH [www.dsbrown.com](http://www.dsbrown.com)

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

GENERAL NOTES:

1. Specifications: Massachusetts Standard Specifications For Road And Bridge Construction, 2011 Edition, Part 101, Section 101.05.
2. Approval: Approval of the Director of Structures, State Bridge Engineer, shall be required for any changes to the design or construction procedure. Work for which no pay item is provided in the proposal will not be paid for directly. And shall therefore be considered an assumed item of work.



**NOTES ON ASSOCIATED ITEMS OF WORK:**

**907-824-0008 BRIDGE REPAIR: ENDWALL REPAIR**

**Description:** Shall include the Work Necessary To Remove And Replace The Damaged End Wall At Existing Or Proposed Location, The Specified Depth Of Limiting To Be Removed Along The Entire Width Of The Bridge Deck. Endwall Shall Be Removed Along The Entire Width Of The Bridge Deck.

**Basis of Payment:** The Accepted Quantities Will Be Paid For In Lower Feet At The Contract Unit Price Along The Width Of The Bridge Deck.

Damage Caused To Other Elements Of The Structure Or Backery While Completing This Item Of Work Shall Be Repaired By The Contractor At No Cost To The Department.

Prior To Placing New Concrete All Concrete Surfaces That Will Be In Contact With The New Concrete Shall Be Painted With An Approved Epoxy Bonder Designed To Bond New Concrete To Old.

New Concrete shall be High Early Strength Bridge Concrete, As Follows:

The concrete mixture design shall be furnished by the Contractor for approval by the Materials Division. Mixture design parameters are as follows:

- Required Strength: 5200 psi prior to releasing to traffic
- Total Air Content: 5 to 6 %
- Minimum Slump: 6 inches

Non-chloride based accelerator may be used if the ambient temperature is 50°F or less, but shall not be used if the ambient temperature is greater than 50°F. Synthetic structural fibers shall be used. The Contractor shall select a manufacturer from MDT's Approved Products List, and the manufacturer's recommendations shall be followed for the dosage rate.

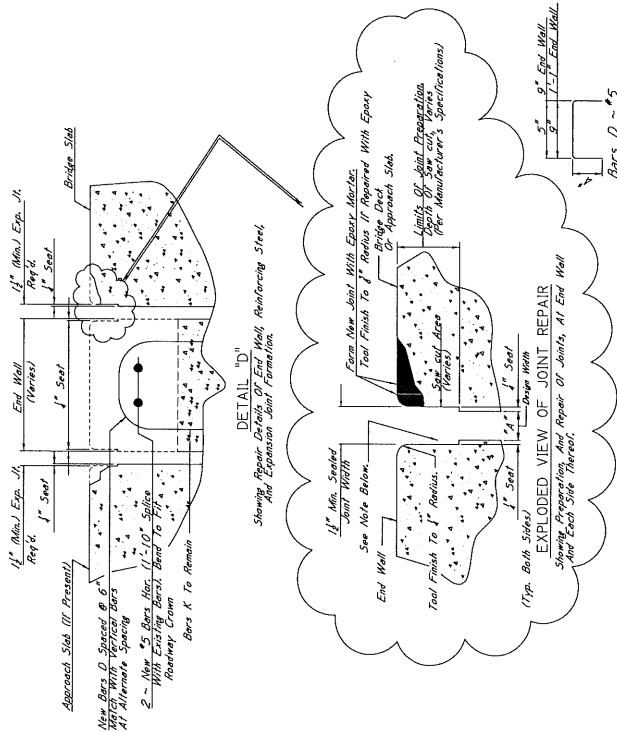
Curing is to be continuous until 2500 psi is attained. Traffic is to be allowed on the bridge deck within 24 hours of placement. The Contractor may use the laboratory test results from Section 907-802-0002 to estimate the compressive strength for the purposes of releasing the repair area to traffic. However, final acceptance of the in-place concrete shall be determined using concrete specimens. Two cylinders are to be tested at 8, 16, and 24 hour intervals. The two remaining cylinders shall be used to determine the 28-day compressive strength of the concrete.

The Removal Of Existing Expansion Material May Require Any Number Of The Pay Items Listed Below. Once The Expansion Device Is Identified, Refer To The Associated Items Of Work.

- 907-809-0002 REMOVAL OF EXISTING JOINT MATERIAL
- 907-809-0003 JOINT REPAIR WITHOUT EPOXY
- 907-823-0001 SAW CUT, TYPE I
- 907-823-0001 PREFORMED JOINT SEAL, TYPE I
- 907-823-0002 PREFORMED JOINT SEAL, TYPE II

**GENERAL NOTES:**

1. No Change Of Plans Will Be Permitted Except By Written Order From The Engineer. All Changes To Detail Of Design Or Construction Procedure Will Be Authorized By The Bridge Engineer. Provided Such Changes Will Be Paid For Which No Pay Item Is Provided In The Proposal Will Not Be Paid For Unless It Shall Therefore Be Considered An Associated Item Of Work.
2. And Bridge Construction 2012.
3. Minor Changes To Detail Of Design Or Construction Procedure Will Be Authorized By The Bridge Engineer. Provided Such Changes Will Be Paid For Which No Pay Item Is Provided In The Proposal Will Not Be Paid For Unless It Shall Therefore Be Considered An Associated Item Of Work.

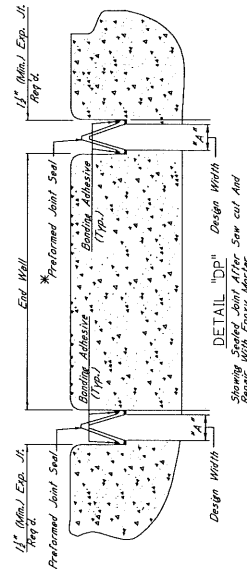


**\*NOTE:**

Form Vertical Faces Of End Wall To Include 1" Steel Reinforcing Bars. See Detail 'D' For Manufacturer's Specification. See Detail 'D' On This Sheet.

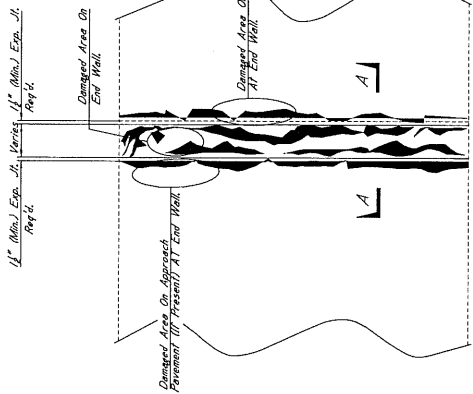
**\*NOTE:**

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

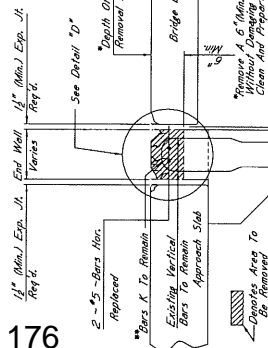


**DETAIL 'D'**

Showing Repair Details Of End Wall Reinforcing Steel And Expansion Joint Formation.



**PLAN VIEW**  
Showing Existing Damaged Areas On And Around End Wall.



**\*NOTES:**

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

- A. Silicone Joint Sealing System  
www.jmeflex.com
- B. Wako SPS Joint System  
www.wakoseal.com
- C. Silicone SSS Silicone Strip Seal  
www.s3.com  
www.s3.com

**ELEVATION (SECTION A-A)**

Showing Details Of Removal Of Damaged End Wall.

**\*NOTES:**

1. For Estimating Purposes, The R.J. Watson Silicone Joint Sealing System Was Used. The Contractor Shall Be Responsible To Ensure That The Manufacturer's Recommendations Are Followed For Joint Preparation, Installation, Drying, And Curing. Adhesive Setting Times, And Cure Times, Shall Be As Specified In The Manufacturer's Literature. The Contractor Shall Be Responsible To Ensure That The Contractor Is Properly Trained In Installation Of The Joint Sealant.
2. This Actual Width Of The Joint Design Width, Dimension "A", Which Is Defined As The Actual Width Of The Joint, This Width Does Not Include The Width Of The Seal Applied On Both Sides Of The Joint. Preformed Joint Seal, Type I, Shall Be Applied On Both Sides Of The Joint. Preformed Joint Seal, Type II, Shall Be Applied On One Side Of The Joint. The Contractor Shall Be Responsible To Ensure That The Contractor Is Properly Trained In Installation Of The Joint Sealant. In Cases Where Design Widths Are Greater Than 24" Another Type Of Sealant Shall Be Used. The Contractor Shall Be Responsible To Ensure That The Size Selected Is Appropriate For The Width Of The Joint.

# SECTION 905 - PROPOSAL

Date \_\_\_\_\_

Mississippi Transportation Commission  
Jackson, Mississippi

Sirs: The following proposal is made on behalf of \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

**SECTION 905 -- PROPOSAL (CONTINUED)**

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

Respectfully Submitted,

DATE \_\_\_\_\_

\_\_\_\_\_  
Contractor

BY \_\_\_\_\_  
Signature

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE \_\_\_\_\_

FAX \_\_\_\_\_

E-MAIL \_\_\_\_\_

(To be filled in if a corporation)

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

\_\_\_\_\_  
President Address

\_\_\_\_\_  
Secretary Address

\_\_\_\_\_  
Treasurer Address

The following is my (our) itemized proposal.

Bridge Replacement on SR 8 over the Quiver River (Bridge No. 31.2), known as Federal Aid Project No. BR-0016-01(034) / 106912301 in Sunflower County.

Line no.	Item Code	Adj Code	Quantity	Units	Description[Fixed Unit Price]
<b>Roadway Items</b>					
0010	201-B001		7	Acre	Clearing and Grubbing
0020	202-A001		1	Lump Sum	Removal of Obstructions
0030	202-B007		4,490	Square Yard	Removal of Asphalt Pavement, All Depths
0040	202-B136		600	Linear Feet	Removal of Guard Rail
0050	202-B191		16	Linear Feet	Removal of Pipe, 8" And Above
0060	203-A001	(E)	1,831	Cubic Yard	Unclassified Excavation, FM, AH
0070	203-EX020	(E)	12,625	Cubic Yard	Borrow Excavation, AH, FME, Class B9
0080	209-A001		49	Square Yard	Geotextile Stabilization, Type III
0090	209-A005		5,525	Square Yard	Geotextile Stabilization, Type V, Non-Woven
0100	213-A001		14	Ton	Agricultural Limestone
0110	213-C001		4	Ton	Superphosphate
0120	215-A001		14	Ton	Vegetative Materials for Mulch
0130	216-A001		83	Square Yard	Solid Sodding
0140	217-A001		1,111	Square Yard	Ditch Liner
0150	219-A001		2	Thousand Gallon	Watering (\$20.00)
0160	220-A001		4	Acre	Insect Pest Control (\$30.00)
0170	221-A001	(S)	14	Cubic Yard	Concrete Paved Ditch
0180	223-A001		14	Acre	Mowing (\$50.00)
0190	225-A001		7	Acre	Grassing
0200	226-A001		7	Acre	Temporary Grassing
0210	235-A001		70	Each	Temporary Erosion Checks
0220	237-A002		315	Linear Feet	Wattles, 20"
0230	239-A001		500	Linear Feet	Temporary Slope Drains
0240	246-B001		125	Each	Rockbags
0250	304-B004	(GT)	1,000	Ton	Granular Material, Class 5, Group D
0260	304-H003	(GY)	1,396	Cubic Yard	Size 825B Crushed Stone Base, LVM
0270	403-A003	(BA1)	550	Ton	12.5-mm, ST, Asphalt Pavement
0280	403-A006	(BA1)	671	Ton	19-mm, ST, Asphalt Pavement
0290	403-A015	(BA1)	650	Ton	9.5-mm, ST, Asphalt Pavement
0300	406-D001		902	Square Yard	Fine Milling of Bituminous Pavement, All Depths
0310	407-A001	(A2)	966	Gallon	Asphalt for Tack Coat
0320	423-A001		1	Mile	Rumble Strips, Ground In
0330	501-E001		89	Linear Feet	Expansion Joints, Without Dowels
0340	501-I001		89	Linear Feet	Joint Filler, Wooden Board
0350	502-A001	(C)	183	Square Yard	Reinforced Cement Concrete Bridge End Pavement

Line no.	Item Code	Adj Code	Quantity	Units	Description Fixed Unit Price
0360	601-B002	(S)	3	Cubic Yard	Class "C" Structural Concrete, Minor Structures
0370	603-CA011	(S)	48	Linear Feet	18" Reinforced Concrete Pipe, Class III
0380	605-O002	(S)	89	Linear Feet	4" Perforated Sewer Pipe for Underdrains, SDR 23.5
0390	605-P002	(S)	10	Linear Feet	4" Non-perforated Sewer Pipe for Underdrains, SDR 23.5
0400	605-W001	(GY)	4	Cubic Yard	Filter Material for Combination Storm Drain and/or Underdrains, Type A, FM
0410	606-B001		300	Linear Feet	Guard Rail, Class A, Type 1
0420	606-D022		4	Each	Guard Rail, Bridge End Section, Type I
0430	606-E001		4	Each	Guard Rail, Terminal End Section
0440	615-A024	(S)	40	Linear Feet	Concrete Bridge End Barrier, 37.5"
0450	617-A001		8	Each	Right-of-Way Marker
0460	618-C001		1	Lump Sum	Construction and Removal of Detour Bridge
0470	618-D001		1	Lump Sum	Construction and Removal of Detour
0480	618-E001		970	Linear Feet	Detour Bridge Piling
0490	618-F001		1	Lump Sum	Detour Bridge PDA Test Pile
0500	619-A1003		6,300	Linear Feet	Temporary Traffic Stripe, Continuous White, Paint
0510	619-A4003		2,000	Linear Feet	Temporary Traffic Stripe, Skip Yellow, Paint
0520	619-A5002		2,000	Linear Feet	Temporary Traffic Stripe, Detail, Paint
0530	619-A6004		96	Linear Feet	Temporary Traffic Stripe, Legend, Paint
0540	619-C7001		25	Each	Two-Way Yellow Reflective High Performance Raised Marker
0550	619-D1001		46	Square Feet	Standard Roadside Construction Signs, Less than 10 Square Feet
0560	619-D2001		263	Square Feet	Standard Roadside Construction Signs, 10 Square Feet or More
0570	619-F3001		18	Each	Delineators, Guard Rail, White
0580	619-G4001		24	Linear Feet	Barricades, Type III, Double Faced
0590	619-G4005		48	Linear Feet	Barricades, Type III, Single Faced
0600	619-G5001		20	Each	Free Standing Plastic Drums
0610	619-G7001		2	Each	Warning Lights, Type "B"
0620	619-H2002		2	Each	Traffic Signal, Portable, Type 2
0630	620-A001		1	Lump Sum	Mobilization
0640	626-C001		4,000	Linear Feet	6" Thermoplastic Double Drop Edge Stripe, Continuous White
0650	626-D002		2,000	Linear Feet	6" Thermoplastic Double Drop Traffic Stripe, Skip Yellow
0660	627-L001		25	Each	Two-Way Yellow Reflective High Performance Raised Markers
0670	630-A003		18	Square Feet	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness
0680	630-C003		36	Linear Feet	Steel U-Section Posts, 3.0 lb/ft
0690	630-C005		30	Linear Feet	Square Tube Posts, 2.0 lb/ft
0700	630-C1001		6	Linear Feet	Square Post Inner Sleeve
0710	630-G005		4	Each	Type 3 Object Markers, OM-3R or OM-3L, Post Mounted
0720	699-A001		1	Lump Sum	Roadway Construction Stakes
0730	907-234-A001		200	Linear Feet	Temporary Silt Fence

Line no.	Item Code	Adj Code	Quantity	Units	Description[Fixed Unit Price]
0740	907-234-C001		500	Linear Feet	Super Silt Fence
0750	907-234-F001		625	Linear Feet	Turbidity Barrier
0760	907-618-A001		1	Lump Sum	Maintenance of Traffic
0770	907-619-E3001		2	Each	Changeable Message Sign
<b>ALTERNATE GROUP AA NUMBER 1</b>					
0780	304-F001	(GT)	1,500	Ton	3/4" and Down Crushed Stone Base
<b>ALTERNATE GROUP AA NUMBER 2</b>					
0790	304-F002	(GT)	1,500	Ton	Size 610 Crushed Stone Base
<b>ALTERNATE GROUP AA NUMBER 3</b>					
0800	304-F003	(GT)	1,500	Ton	Size 825B Crushed Stone Base
<b>ALTERNATE GROUP BB NUMBER 1</b>					
0810	605-W002	(GY)	54	Cubic Yard	Filter Material for Combination Storm Drain and/or Underdrains, Type B, FM
<b>ALTERNATE GROUP BB NUMBER 2</b>					
0820	605-W003	(GY)	54	Cubic Yard	Filter Material for Combination Storm Drain and/or Underdrains, Type C, FM
<b>Bridge Items</b>					
0830	501-K001		1,789	Square Yard	Transverse Grooving
0840	803-P001	(S)	1,155	Linear Feet	24" Steel Pipe Piling, Wall Thickness 0.500"
0850	803-P007	(S)	1,615	Linear Feet	18" Steel Pipe Piling, Wall Thickness 0.500"
0860	803-P008	(S)	1,070	Linear Feet	20" Steel Pipe Piling, Wall Thickness 0.500"
0870	804-C170	(S)	805	Linear Feet	135' Prestressed Concrete Beam, Type FIB-54
0880	804-C201	(S)	1,130	Linear Feet	95' Prestressed Concrete Beam, Type FIB-36
0890	804-C208	(S)	712	Linear Feet	60' Prestressed Concrete Beam, Type FIB-36
0900	805-A001	(S)	255,704	Pounds	Reinforcement
0910	805-C001	(S)	6,060	Pounds	Reinforcement, Corrosion Resistant
0920	813-A004	(S)	894	Linear Feet	Concrete Railing, 36"
0930	815-A007	(S)	940	Ton	Loose Riprap, Size 300
0940	815-E001	(S)	752	Square Yard	Geotextile under Riprap
0950	907-803-B001	(S)	1	Each	Conventional Static Pile Load Test (\$5000.00)
0960	907-803-I004	(S)	3	Each	PDA Test Pile, Steel Pipe Pile
0970	907-803-J001	(S)	3	Each	Pile Restrike
0980	907-804-A001	(S)	548	Cubic Yard	Bridge Concrete, Class BDX
0990	907-804-A002	(S)	225	Cubic Yard	Bridge Concrete, Class AA
1000	907-823-A002		88	Linear Feet	Preformed Joint Seal, Type II

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

**CONDITIONS FOR COMBINATION BID**

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

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

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

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

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

\*\*\*\*\*

**COMBINATION BID PROPOSAL**

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

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

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

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

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

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

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

For Informational Purposes Only



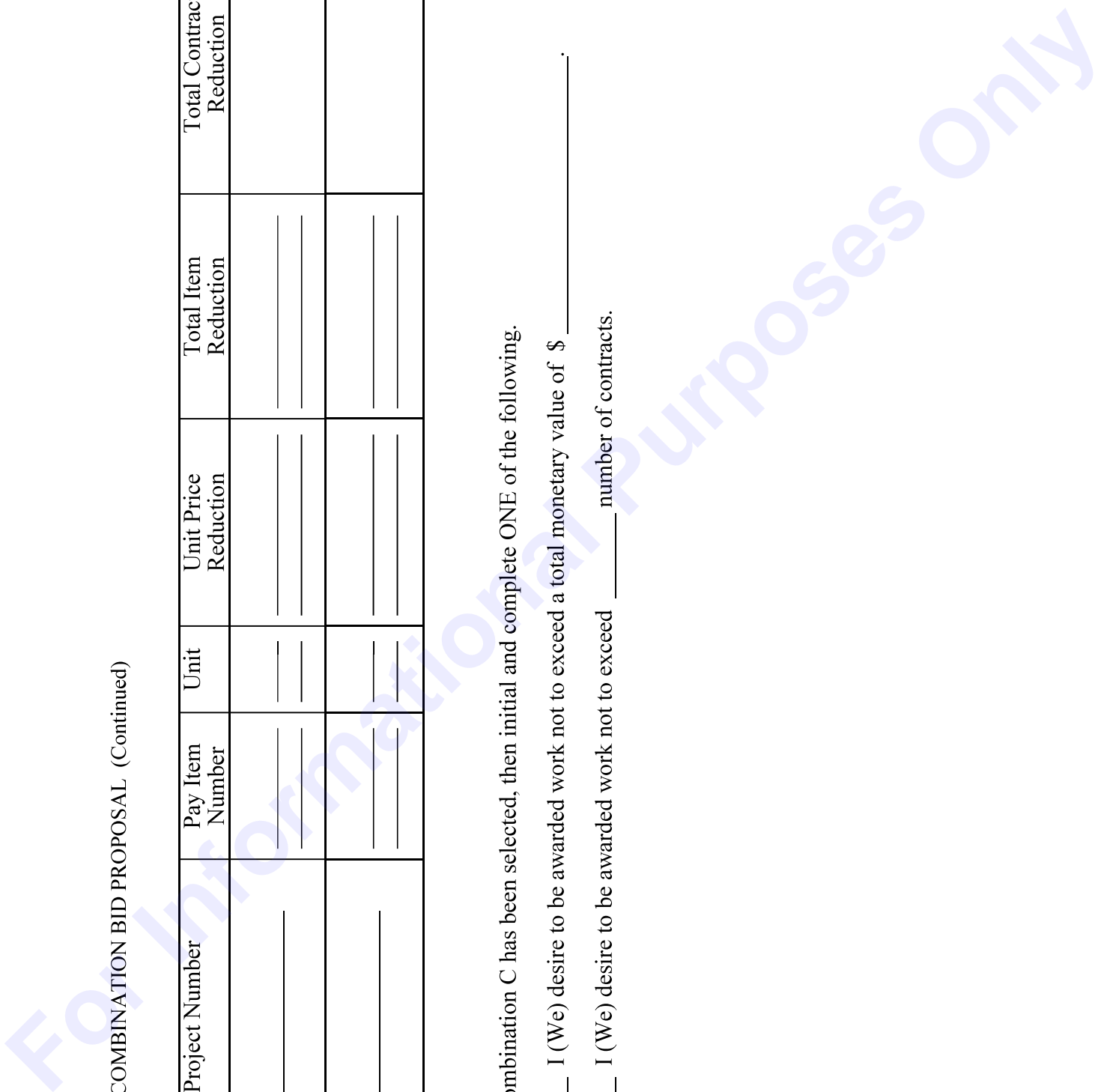
SECTION 905 - COMBINATION BID PROPOSAL (Continued)

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

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

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

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



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

The Bidder hereby certifies that he has \_\_\_\_\_, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he has \_\_\_\_\_, has not \_\_\_\_\_, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

\_\_\_\_\_  
(COMPANY)

DATE: \_\_\_\_\_

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

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

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

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**  
**CERTIFICATION**

I, \_\_\_\_\_,  
(Name of person signing bid)

individually, and in my capacity as \_\_\_\_\_ of  
(Title of person signing bid)

\_\_\_\_\_ do hereby certify under  
(Name of Firm, partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that \_\_\_\_\_

\_\_\_\_\_, Bidder  
(Name of Firm, Partnership, or Corporation)

on Project No. **BR-0016-01(034)/ 106912301000**

in **Sunflower** County(ies), Mississippi, has not either

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

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

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

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

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

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

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

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

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

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions will be completed and submitted.

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

All of the foregoing is true and correct.

Executed on \_\_\_\_\_

\_\_\_\_\_  
Signature

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

SAM.GOV Registration and Unique Entity ID

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

Bidders are advised that prior to the award of this contract, they MUST be registered in the System for Award Management.

I (We) acknowledge that this contract cannot be awarded if I (We) are not registered in the System for Award Management prior to the award of this contract. \_\_\_\_\_ (Yes / No)

I (We) have a SAM Unique Entity ID. \_\_\_\_\_ (Yes / No)

SAM Unique Entity ID: \_\_\_\_\_

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

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

## SECTION 902

CONTRACT FOR \_\_\_\_\_  
LOCATED IN THE COUNTY(IES) OF \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF HINDS

This Contract is entered into by and between the Mississippi Transportation Commission (the "Commission") and the undersigned contractor (the "Contractor"), as follows:

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

The Contractor shall be responsible for all loss or damage arising out of, or in any way in connection with the Work, or from any unforeseen obstructions or difficulties that may be encountered in the prosecution of the Work, and for all risks of every description connected with the Work, with the exception of any items specifically excluded in the Contract Documents. The Contractor shall fully and faithfully complete the Work in a good and workmanlike manner, according to the Contract Documents and any Supplemental Agreements thereto.

The Contractor further agrees that the Work shall be done under the direct supervision of, and to the complete satisfaction of, the Executive Director of the Mississippi Department of Transportation, or his authorized representative(s), and, when federal funds are involved, subject to the inspection and approval of the Federal Highway Administration, or its agents, and/or the agents of any other state or federal agency whose funds are involved. Further, the Work shall be done in accordance with any applicable state and federal laws, and any such rules and regulations issued by the Commission and/or any relevant Federal Agency.

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

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

The Contractor agrees that he has read each and every clause of the Contract Documents, and fully understands the meaning of same, and hereby acknowledges that he will comply with all terms, covenants and agreements therein.

Witness our signatures, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Contractor

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

\_\_\_\_\_  
Signed and sealed in the presence of: (name and address of witness)

\_\_\_\_\_  
\_\_\_\_\_

MISSISSIPPI TRANSPORTATION COMMISSION

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Secretary to the Commission

Award authorized by the Mississippi Transportation Commission in session on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, Minute Book No. \_\_\_\_\_, Page No. \_\_\_\_\_.

**SECTION 903  
PERFORMANCE BOND**

**PERFORMANCE BOND FOR THE FOLLOWING CONTRACT:**

Project No.: \_\_\_\_\_

For the construction of: \_\_\_\_\_

Contract date: \_\_\_\_\_ Contract amount: \_\_\_\_\_

**FOR OWNER: MISSISSIPPI TRANSPORTATION COMMISSION, 401 N. WEST STREET, JACKSON, MISSISSIPPI 39201.**

**CONTRACTOR** (full legal name, contact person, phone number and address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SURETY** (legal name, phone number, principal place of business and address *for notice purposes*):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Second Surety (if applicable):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

1. If the Contractor fully and faithfully performs the Contract, the Surety and the Contractor shall have no obligation under this Bond.
2. The Surety's obligation under this Bond shall arise after:
  - (a) the Owner first provides notice to the Contractor and the Surety that termination is imminent, pursuant to the current edition of the Mississippi Standard Specifications for Road and Bridge Construction, which is a part of the Contract; and
  - (b) the Owner declares a Contractor Default, terminates the Contract, and notifies the Surety.
3. The Surety shall promptly and at the Surety's expense, take one of the following actions:
  - (a) Arrange for the Contractor, with the consent of the Owner, to perform and complete the Contract; or
  - (b) Undertake to perform and complete the Contract itself, through its agents or independent contractors.
4. If the Surety does not proceed as provided in Paragraph 3, within 20 calendar days as set forth in Section 108.08 of the current edition of the Mississippi Standard Specifications for Road and Bridge Construction, then the Surety shall be deemed to be in default on this Bond, and the Owner shall be entitled to enforce any remedy available to it under the Contract and applicable law.
5. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for



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

**CONTRACTOR AS PRINCIPAL**

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

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**SURETY**

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

Signature: \_\_\_\_\_

MS Insurance ID # \_\_\_\_\_

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**SURETY (if applicable)**

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

Signature: \_\_\_\_\_

MS Insurance ID # \_\_\_\_\_

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**SECTION 903  
PAYMENT BOND**

**PAYMENT BOND FOR THE FOLLOWING CONTRACT:**

Project No.: \_\_\_\_\_

For the construction of: \_\_\_\_\_

Contract date: \_\_\_\_\_ Contract amount: \_\_\_\_\_

**FOR OWNER: MISSISSIPPI TRANSPORTATION COMMISSION, 401 N. WEST STREET, JACKSON, MISSISSIPPI 39201.**

**CONTRACTOR** (full legal name, contact person, phone number and address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SURETY** (legal name, phone number, principal place of business and address *for notice purposes*):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Second Surety (if applicable):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**SURETY**

Company: \_\_\_\_\_  
Signature: \_\_\_\_\_ MS Insurance ID # \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**SURETY (if applicable)**

Company: \_\_\_\_\_  
Signature: \_\_\_\_\_ MS Insurance ID # \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_



# BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
Contractor

\_\_\_\_\_ Address

\_\_\_\_\_ City, State ZIP

As principal, hereinafter called the Principal, and \_\_\_\_\_  
Surety

a corporation duly organized under the laws of the state of \_\_\_\_\_

as Surety, hereinafter called the Surety, are held and firmly bound unto State of Mississippi, Jackson, Mississippi

As Obligee, hereinafter called Obligee, in the sum of **Five Per Cent (5%) of Amount Bid**

Dollars(\$ \_\_\_\_\_ )

for the payment of which sum will and truly to be made, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Bridge Replacement on SR 8 over the Quiver River (Bridge No. 31.2), known as Federal Aid Project No. BR-0016-01(034) / 106912301 in Sunflower County.**

NOW THEREFORE, the condition of this obligation is such that if the aforesaid Principal shall be awarded the contract, the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Principal) (Seal)

\_\_\_\_\_  
(Witness) (Name) By: \_\_\_\_\_ (Title)

\_\_\_\_\_  
(Surety) (Seal)

\_\_\_\_\_  
(Witness) (Attorney-in-Fact) By: \_\_\_\_\_

\_\_\_\_\_  
(MS Agent)

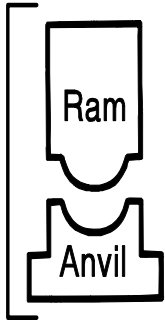
\_\_\_\_\_  
Mississippi Insurance ID Number



**MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
PILE AND DRIVING EQUIPMENT DATA FORM**

Project No.: \_\_\_\_\_ Bridge No.: \_\_\_\_\_  
 Contract No.: \_\_\_\_\_ Pile Driving Contractor: \_\_\_\_\_  
 Termini: \_\_\_\_\_ County: \_\_\_\_\_

Hammer Components



**Hammer**

Manufacturer: \_\_\_\_\_ Model No.: \_\_\_\_\_  
 Hammer Type: \_\_\_\_\_ Serial No.: \_\_\_\_\_  
 Manufacturer's Maximum Rated Energy: \_\_\_\_\_ ft·lbs  
 Stroke at Maximum Rated Energy: \_\_\_\_\_ ft  
 Range in Operating Energy: \_\_\_\_\_ to \_\_\_\_\_ ft·lbs  
 Range in Operating Stroke: \_\_\_\_\_ to \_\_\_\_\_ ft  
 Ram Weight: \_\_\_\_\_ kips  
 Modifications: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



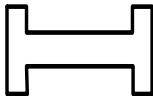
**Striker Plate**

Weight: \_\_\_\_\_ kips Diameter: \_\_\_\_\_ in.  
 Thickness: \_\_\_\_\_ in.



**Hammer Cushion**

	Material #1	Material #2 (for composite cushion)
Name: _____	Name: _____	Name: _____
Area: _____ in. <sup>2</sup>	Area: _____ in. <sup>2</sup>	Area: _____ in. <sup>2</sup>
Thickness/Plate: _____ in.	Thickness/Plate: _____ in.	Thickness/Plate: _____ in.
No. of Plates: _____	No. of Plates: _____	No. of Plates: _____
Total Thickness of Hammer Cushion: _____ in.		



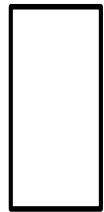
**Helmet (Drive Head)**

Weight: \_\_\_\_\_ including inserts, kips



**Pile Cushion**

Pile Cushion Material: \_\_\_\_\_  
 Area: \_\_\_\_\_ in.<sup>2</sup> Thickness/Sheet: \_\_\_\_\_ in.  
 No. of Sheets: \_\_\_\_\_  
 Total Thickness of Pile Cushion: \_\_\_\_\_ in.



**Pile**

Pile Type: \_\_\_\_\_  
 Wall Thickness: \_\_\_\_\_ in. Taper: \_\_\_\_\_  
 Cross Sectional Area: \_\_\_\_\_ in.<sup>2</sup> Weight/ft: \_\_\_\_\_  
 Nominal Driving Resistance: \_\_\_\_\_ Kips  
 Driving Shoe/Closure Plate Description: \_\_\_\_\_  
 \_\_\_\_\_

Submitted By: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

