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09 -



SM No. CSTP0026010721

# PROPOSAL AND CONTRACT DOCUMENTS

## FOR THE CONSTRUCTION OF

09

Grade Bridge, Pave 2-Lane on SR 19 from 0.25 miles South of SR 492 to Tucker Drive, known as Federal Aid Project No. STP-0026-01(072) / 101649301 in Neshoba County.

Project Completion: 499 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  
TABLE OF CONTENTS**

**PROJECT: STP-0026-01(072)/101649301 - Neshoba**

Section 901 - Advertisement

Section 904 - Notice to Bidders

#1	Governing Specification, w/ Supplement
#2	Status of ROW, w/ Attachments
#3	Final Cleanup
#296	Reduced Speed Limit Signs
#445	Mississippi Agent or Qualified Nonresident Agent
#516	Errata and Modifications to the 2017 Standard Specifications
#757	Additional Erosion Control Requirements
#1225	Early Notice to Proceed
#1226	Material Storage Under Bridges
#1241	Fuel and Material Adjustments
#1434	Erosion Control Plan
#1963	Guardrail Pads
#2172	App for Storm Water Reports
#2206	MASH Compliant Devices
#2273	Mississippi Special Fuel Tax Law
#2782	DBE Pre-Bid Meeting
#2954	Reflective Sheeting for Signs
#3676	Asphalt Gyrotory Compactor Internal Angle Calibration
#3963	Super Silt Fence
#4113	Unique Entity ID Requirement For Federal Funded Projects
#4638	Storm Water Discharge Associated with Construction Activity (> 5 Acres)
#4699	Right-of-Way Plat
#4702	App for Traffic Control Report
#5086	Detail of Square Tube Sign Posts
#5551	Federal Bridge Formula
#5605	Disadvantaged Business Enterprise In Federal-Aid Highway Construction, w/ Supplement
#5750	Manual on Uniform Traffic Control Devices (MUTCD)
#5965	Pay Item Number Corrections
#6138	Correction to Pavement Markings
#6218	Contract Time
#6219	Specialty Items
#6220	Placement of Fill Material in Federally Regulated Areas
#6221	Temporary Construction Signs
#6222	Underground Utilities
#6268	Cooperation Between Contractors
#6269	Haul Roads
#6270	Pile Driving Operations
906	Required Federal Contract Provisions -- FHWA 1273, w/Supplements

Section 907 - Special Provisions

**PROJECT: STP-0026-01(072)/101649301 - Neshoba**

907-101-1	Definitions and Terms
907-102-2	Bidding Requirements and Conditions
907-105-2	Control of Work
907-106-2	Control of Materials
907-107-2	Contractor's Erosion Control Plan
907-108-4	Subletting of Contract
907-109-5	Measurement and Payment
907-234-1	Silt Fence
907-401-2	Asphalt Pavements - General
907-403-3	Asphalt Pavements
907-413-2	Cleaning and Sealing Joints and Cracks
907-618-12	Traffic Control Management
907-619-5	Traffic Control for Construction Zones
907-626-11	Thermoplastic Markings
907-627-1	Raised Pavement Markings
907-634-4	Traffic Signal and ITS Equipment Poles
907-700-1	Materials and Tests
907-701-4	Hydraulic Cement, w/ Supplement
907-702-4	Bituminous Materials
907-703-2	Gradation
907-705-1	Stone Riprap
907-707-3	Joint Materials
907-708-4	Concrete Pipe
907-711-2	Plain Steel Wire
907-712-1	Fence and Guardrail
907-713-1	Waterproofing Admixture
907-714-3	Miscellaneous Materials
907-718-1	Timber and Dimension Lumber
907-720-3	Pavement Marking Materials
907-721-4	Materials for Signing
907-803-5	Test Piles, w/ Supplement
907-804-11	Concrete Bridges and Structures, w/ Supplement
907-823-8	Preformed Joint Seal
906-8	Training Special Provisions

Section 905 - Proposal, Proposal Bid Items, Combination Bid Proposal  
Certification of Performance - Prior Federal-Aid Contracts  
Certification Regarding Non-Collusion, Debarment and Suspension  
SAM.GOV Registration and Unique Entity ID  
Section 902 - Contract Form  
Section 903 - Contract Bond Forms  
Form -- OCR-485

Pile and Driving Equipment Data Form  
Progress Schedule

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

01/30/2025 06:59 AM

# 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, February 25, 2025, from the Bid Express Service and shortly thereafter publicly read on the Sixth Floor for:

Grade Bridge, Pave 2-Lane on SR 19 from 0.25 miles South of SR 492 to Tucker Drive, known as Federal Aid Project No. STP-0026-01(072) / 101649301 in Neshoba 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**

STP-0026-01(072)

101649/301000

Neshoba County

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

**None**



POTENTIALLY CONTAMINATED SITES STATUS REPORT

STP-0026-01(072),101649/301000

Neshoba County

July 24, 2024

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

ASBESTOS ABATEMENT STATUS REPORT

STP-0026-01(072),101649/301000

Neshoba County

July 24, 2024

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

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

There are no buildings in the contract to be removed.

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

## Inter-Departmental Memorandum

TO: Don Drake  
ROW Division

DATE: July 24, 2024

FROM: Adam L. McDaniel *ALM*  
District Five

SUBJECT OR PROJECT NO: STP-0026-01(072)/101649-301000  
ROW Documentation

INFORMATION COPY TO:

COUNTY: Neshoba

Project File  
Construction Division

### District Status Report

1. STATUS OF RIGHT OF WAY: All necessary ROW has been acquired.
2. RIGHT OF WAY CLEARANCE: There are no visible encroachments that conflict with construction.
3. STATUS OF AFFECTED RAILROAD OPERATING FACILITIES: No railroads affected.
4. STATUS OF REQUIRED UTILITY RELOCATIONS: All known utilities have been relocated. Permits showing the approximate location of utilities within or along the ROW are on file with the Department. The Department cannot and does not warrant that this information is complete and accurate. The Contractor is advised to contact MS 811 and MDOT to have utility lines marked prior to subsurface work. The Contractor must coordinate directly with the involved utility owners to have underground utility lines field located in advance of construction.
5. STATUS OF CONSTRUCTION AGREEMENT: An Easement and Construction Agreement with the Neshoba County Board of Supervisors has been executed.

ALM:alm

version 4 - 1/20/21

UTILITY STATUS REPORT

Project Number	STP-0026-0-10(23) / 1015-68-301000					
County	Nashoba County					
Project Description	SR 19 from 0.25 mile south of SR 492 to Tucker Drive					
Utilities that were Relocated						
Utility Name & Contact Info	Relocation Site of Utility	Status of the conflict with Project Construction	Restriction information & other remarks, if applicable (i.e. location, date in effect, etc...)			
Central Electric Power Assn. - Chance Sistrunk (603-267-6047)	Sta. 441+00 @ 124' LT of C/L of existing SR 19	No Conflict (3/21/24)				
Unit Fiber - Brent Sones (Brent.Sones@unfb.com)	Re-attached to CEPA's new pole @ Sta. 441+00 @ 124' LT @ approx. 21' min. from ground to cable	No Conflict (3/26/24)				
Utilities to be Relocated						
Utility Name & Contact Info	Current Utility Location	Status of plans, agreements, or permits	Proposed Relocation Site	Estimated date for Utility relocation completion	Restriction information & other remarks, if applicable (i.e. location, date in effect, etc...)	
Central Electric Power Assn. - Chance Sistrunk (603-267-6047)	pole / guy anchor @ Sta. 441+18 @ 124' LT from C/L of existing SR 19.	Complete (2/22/24)	Sta. 441+00 @ 124' LT of C/L of existing SR 19	7/1/2024		
Unit Fiber - Brent Sones (Brent.Sones@unfb.com)	Aerial fiber attached to CEPA's poles from 441+00 LT to 442+40 LT	Complete (3/1/24)	Re-attach to CEPA's new pole @ Sta. 441+00 @ 124' LT	7/15/2024		
Utilities to remain						
Utility Name & Contact Info	Utility Location to Remain	Status of the conflict with Project Construction	Restriction information & other remarks, if applicable (i.e. location, date in effect, etc...)			
Central Water	Back 5' of R/W	No Conflict	Water main was confirmed to be at least 3' deep under the flow line of the creek.			
OTHER REMARKS:						

**IMPROVEMENTS STATUS REPORT**

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

**FMS Construction Project No: 101649-301000**

**FMS ROW Project No: 101649-201000**

**External ROW No: STP-0026-01(072)**

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

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

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

**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. 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: 10/05/2022**

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

**PROJECT: STP-0026-01(072) / 101649301 – Neshoba 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-109305 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.

FMS DOW

STATE	PROJECT NO.
MI	

**FLAT PANEL SIGN BRACE**

6061-T6 ALUMINUM ALLOY;  
BRACE SHALL BE 1/2" DEPTH X 1/8" NOMINAL  
WALL THICKNESS. BRACE  
CENTERED ALONG ENTIRE  
LENGTH OF THE BRACE. A  
MINIMUM OF TWO HORIZONTAL  
BRACES MUST BE USED.

**SIGN DRIVE RIVET W/WASHER**

3/8" ALUMINUM SHELL / STEEL CORE RIVET  
RIVETS SHALL BE 1/2" DEPTH X 1/8" NOMINAL  
WALL THICKNESS. RIVETS SHOULD BE 1/2" WASHER  
MUST BE PRE-INSTALLED AND FIT INTO  
SIGN BRACE TO SECURE ALUMINUM SIGN  
BRACE TO SIGN POST. RIVETS SHALL BE  
TYPE 316/316L GRIP RANGE ALUMINUM POP  
RIVETS (#6).

**FLAT PANEL SIGN CLAMP**

MATERIALS: 1/4" WIDE X 1/8"  
TYPE 304, #20 FINISHED  
STAINLESS STEEL. CLAMP  
INCLUDES STAINLESS STEEL  
3/8" X 1/8" X 2" CARRIAGE BOLT  
AND ONE (1) 1/2" PLANGED  
NUT. ONE (1) PLANGED  
NUT REQUIRED FOR EACH  
BRACE TO POST JUNCTION.

**EXTRUDED PANEL SIGN CLAMP**

MATERIALS: 1/4" WIDE X 1/8"  
TYPE 304, #20 FINISHED  
STAINLESS STEEL. CLAMP  
INCLUDES STAINLESS STEEL  
3/8" X 1/8" X 2" CARRIAGE BOLT  
AND ONE (1) 1/2" PLANGED  
NUT. ONE (1) PLANGED  
NUT REQUIRED FOR EACH  
BRACE TO POST JUNCTION.

**POST CAP**

MADE OF 10GA REGALVANIZED  
STEEL WITH AN ID CAPABLE OF  
FITTING OVER THE POST. CAP  
MUST BE WELDED TO POST  
WITHOUT ANY FASTENERS. A  
CAP ALUMINUM FRICTION FIT  
CAP MAY ALSO BE USED.

**SIGN POSTS**

2 3/16" 10ga 8" INSERT  
WHERE REQUIRED

**example slip  
base assembly  
(detailed below)**

**2-1/2" SQUARE POST RECEIVER**

RECEIVER TO BE CAST  
FROM DUCTILE IRON  
CLASS 42  
GALVANIZED PER ASTM A153.

**POST LOCKING WEDGE**

LOCKING WEDGE FORGED  
FROM SAE 105 STEEL AND  
GALVANIZED PER ASTM A153.

**UNIBASE ANCHOR STUB**

38" UNIBASE ANCHOR  
A500 GRADE B TUBE  
WELDED TO A572  
GALVANIZED PER  
ASTM A153.

**SURFACE MOUNT BASE**

A572 SLIP PLATE WELDED TO A500 GRADE B TUBE  
WELDED TO A572 MOUNTING PLATE. GALVANIZED  
PER ASTM A153.

**SLIP PLATE DIMENSION**

RECEIVER TO BE CAST  
FROM DUCTILE IRON  
CLASS 42  
GALVANIZED PER ASTM A153.

SIGN CENTROID	2-1/2" x 10ga POST	2-1/2" x 10ga & 2-3/4" x 10ga HEATED POST	Sign Bracing**
16'	24.82	43.46	18" maximum distance between braces
15'	26.48	46.36	18" maximum distance between braces
14'	28.38	49.66	18" maximum distance between braces
13'	30.56	53.48	18" maximum distance between braces
12'	33.10	57.94	18" maximum distance between braces
11'	36.12	63.20	18" maximum distance between braces

NOTE: Sign area is in square feet.  
\* based on two legs per sign  
\*\* Minimum of two braces per flat panel sign

**SLIP BASE MATCH PLATE HARDWARE KIT**

	1" X 1/4" X 3/16" STAINLESS STEEL WASHER (EACH SIGN POST)
	1/2" X 1/4" X 3/16" STAINLESS STEEL NUT (EACH SIGN POST)
	1/2" X 1/4" X 3/16" STAINLESS STEEL WASHER (EACH SIGN POST)
	1/2" X 1/4" X 3/16" STAINLESS STEEL NUT (EACH SIGN POST)

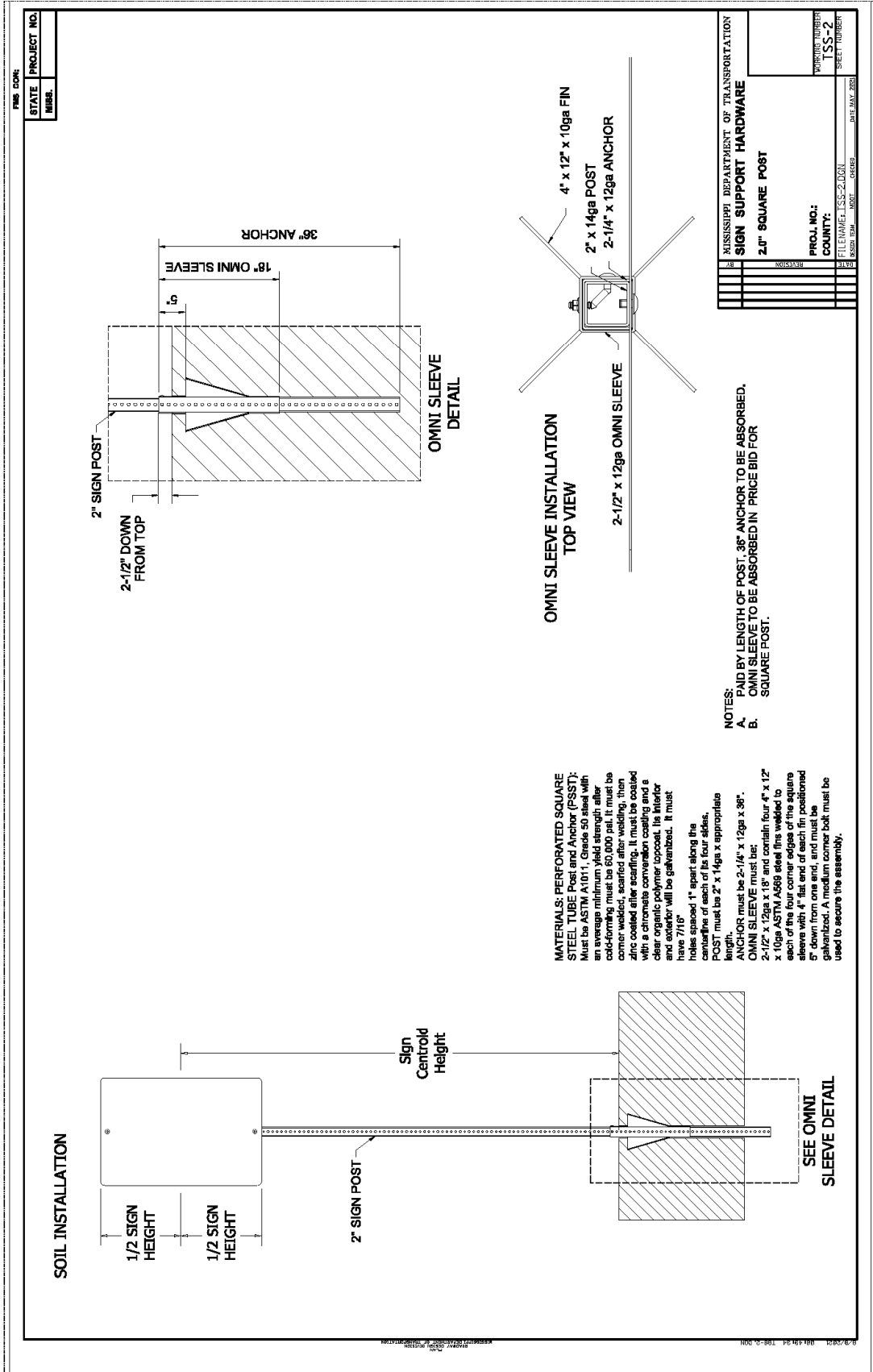
**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SIGN SUPPORT HARDWARE**

**2 1/2" SQUARE POST**

PROJ. NO.:	MISSISSIPPI TSS-1
COUNTY:	TSS-1
FILE NUMBER:	TSS-1
DATE:	MAY 2023

38



**MATERIALS: PERFORATED SQUARE STEEL TUBE Post and Anchor (PSST):** Must be ASTM A1011, Grade 50 steel with an average minimum yield strength after cold-forming must be 60,000 psi. It must be corner welded, scarfed after welding, then zinc coated after scarfing. It must be coated with a chromate conversion coating and a clear organic polymer topcoat. Its interior and exterior will be galvanized. It must have 7/16" holes spaced 1" apart along the length of each of its four sides.

**POST:** must be 2" x 14ga x appropriate length.

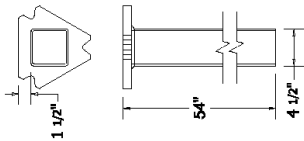
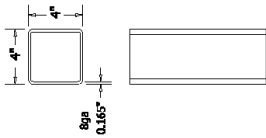
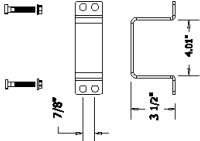
**ANCHOR:** must be 2-1/4" x 12ga x 36".

**OMNI SLEEVE:** must be: 2-1/2" x 12ga x 18" and contain four 4" x 12" x 10ga ASTM A569 steel fins welded to each of the four corner edges of the square sleeve with 4" flat end of each fin positioned 5" down from one end, and must be galvanized. A medium corner bolt must be used to secure the assembly.

**NOTES:**  
 A. PAID BY LENGTH OF POST, 36" ANCHOR TO BE ABSORBED.  
 B. OMNI SLEEVE TO BE ABSORBED IN PRICE BID FOR SQUARE POST.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
<b>SIGN SUPPORT HARDWARE</b>	
2.0" SQUARE POST	
PROJ. NO.:	WORKS NUMBER:
COUNTY:	TSS-2
FILE NAME: ISS-2.DWG	SHEET NUMBER:
DATE: 05/01/2014	REV: 01
DATE: MAY 2014	



<p><b>FMS CON:</b></p> <p><b>STATE PROJECT NO. MISS.</b></p>	<p style="text-align: center;"><b>UNIBASE ANCHOR STUB</b></p>  <p style="text-align: center;"><b>SIGN POSTS</b></p>  <p style="text-align: center;"><b>SIGN CLAMP KIT</b></p> 
<p>STEEL CONFORMS TO ASTM A500, Grade C. MUST BE WELDED, SCARFED OUTSIDE AFTER WELDING, THEN ZINC FLOCCON AND COATED AFTER SCARFING. MUST BE COATED WITH A CROMATE CONVERSION COATING &amp; CLEAR ORGANIC POLYMER TOPCOAT. FAST WEIGHT IS 6.8 LB/LIN FT.</p>	<p>STEEL CONFORMS TO ASTM A500, Grade C. MUST BE WELDED, SCARFED OUTSIDE AFTER WELDING, THEN ZINC FLOCCON AND COATED AFTER SCARFING. MUST BE COATED WITH A CROMATE CONVERSION COATING &amp; CLEAR ORGANIC POLYMER TOPCOAT. FAST WEIGHT IS 6.8 LB/LIN FT.</p>
<p>MIN. depth is 18 in.</p> <p>min. depth is 5 1/2 ft.</p> <p>7" height to grade</p> <p>VARIES PER PLANS AND LOCATIONS</p>	<p>4'-1/2" x 5 1/2" x 7 GA UNIBASE ANCHOR AND 1/2" THICK A772 SLIP PLATE GALVANIZED PER ASTM A653.</p> <p>4" x 4" SQUARE POST (SINGLE POST)</p> <p>PROJ. NO. COUNTY: FILE NAME: JSS-3.0301</p> <p>DATE: 02/07/10</p> <p>DESIGNED BY: TSS-3</p> <p>CHECKED BY: TSS-3</p>

**SIGN CLAMP KIT MATERIALS:** 2" WIDE x 3/16" TYPE 304, A2B FINISHED STAINLESS STEEL BRACKET. INCLUDES 2 STAINLESS THREADED BOLTS AND SERRATED FLANGED NUTS. ONE CLAMP REQUIRED FOR EACH BRACE TO POST JUNCTION.

**POST ATTACHMENT HARDWARE KIT WILL CONSIST OF:**

- (3) 5/8"-11 x 5-3/4" HEX BOLTS - A325
- (3) 5/8" x 4-3/4" AR400 WASHER
- (3) 5/8" x 4-3/8" AR400 WASHER
- (3) 5/8" HEX NUTS - A307

ALL NOT DIF GALVANIZED per ASTM A153 F2224.

**NOTE:** 1 POST ATTACHMENT HARDWARE KIT IS USED FOR SLIP BASE TOP POST RECEIVER.

**TORQUE TO 100 FT-LBS.**

3/4"-10 x 6" GRADE 8 DOUBLE HEXAGON FLANGE NUT GALVANIZED PER ASTM A595 Class 90 (8 EACH PER KIT)

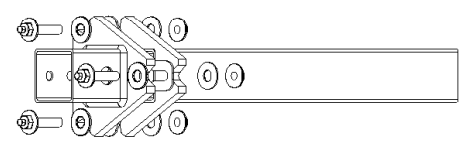
7/8" U.S.G. FLAT WASHER AND 1/2"x2-1/4" TYPE A WEDGE GALVANIZED PER ASTM A595 Class 90 (8 EACH PER KIT)

2-1/2" SQUARE x 3/16" THICK TIE-LON COATED, HARDENED SLIP WASHER (8 EACH PER KIT)

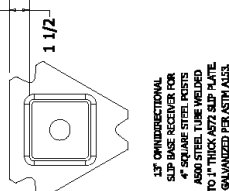
5/4"-10 GRADE 8 LARGE FLANGE NUT GALVANIZED PER ASTM A595, Class 90 (8 EACH PER KIT)

**SLIP BASE MATCH PLATE HARDWARE KIT (SLIP BASE HARDWARE TORQUED IS 60 FT-LBS.)**

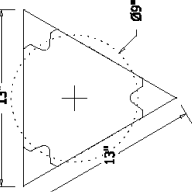
**SLIP BASE ASSEMBLY**



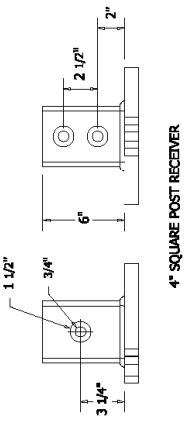
**4" SQUARE POST RECEIVER**



**SLIP PLATE DIMENSION**



**4" SQUARE POST RECEIVER**



**NOTES:**

- A. CONCRETE FOOTING MUST BE A MINIMUM OF 18" DIAMETER x 54" DEEP.
- B. BRASS SHIMS MAY BE USED BETWEEN SLIP PLATES TO LEVEL THE UPPER SLIP PLANE.
- C. MAXIMUM SIGN AREA PER SIGN BRACKET TO POST JUNCTION IS 10 FT<sup>2</sup>.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SIGN SUPPORT HARDWARE**

4" SQUARE POST (SINGLE POST)

PROJ. NO. COUNTY: FILE NAME: JSS-3.0301

DATE: 02/07/10

DESIGNED BY: TSS-3

CHECKED BY: TSS-3



**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 5 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. 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.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 5965**

**CODE: (SP)**

**DATE: 12/04/2024**

**SUBJECT: Pay Item Number Corrections**

**PROJECT: STP-0026-01(072) / 101649301 – Neshoba County**

Bidders are hereby advised that the following pay item has been revised from what is shown on the plan Summary of Quantities, but is correctly shown on the bid items:

- Pay Item No. 618-A001 should be Pay Item No. 907-618-A001.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 6138**

**CODE: (SP)**

**DATE: 12/05/2024**

**SUBJECT: Correction to Pavement Markings**

Bidders are advised that the pavement marking pay items (626, 627, & 628) listed on the Summary of Quantities Sheet in the Plans is different from the pay items listed on the bid sheets in the proposal. The pay items listed on the bid sheets are correct and should be used for bidding purposes.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 6218**

**CODE: (SP)**

**DATE: 01/28/2025**

**SUBJECT: Contract Time**

**PROJECT: STP-0026-01(072) / 101649301 – Neshoba 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 **March 11, 2025** and the date for Notice to Proceed / Beginning of Contract Time will be **June 09, 2025**.

Should the Contractor request a Notice to Proceed earlier than **June 09, 2025** 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.

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



## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 6219

DATE: 12/04/2024

SUBJECT: Specialty Items

PROJECT: STP-0026-01(072)/101649301 - NESHOPA

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: CURBING, SIDEWALKS, GUTTERS

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Line No	Pay Item	Description
1000	609-B003	Concrete Curb, Special Design
1010	609-D003	Combination Concrete Curb and Gutter Type 2

CATEGORY: DISPOSAL OF BUILDINGS, RIGHT OF WAY CLEARING & GRUBBING

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Line No	Pay Item	Description
0140	202-B241	Removal of Traffic Stripe

CATEGORY: EROSION CONTROL

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Line No	Pay Item	Description
0240	213-C001	Superphosphate
0250	216-A001	Solid Sodding
0260	217-A001	Ditch Liner
0270	219-A001	Watering
0280	220-A001	Insect Pest Control
0290	221-A001	Concrete Paved Ditch
0300	223-A001	Mowing
0310	225-A001	Grassing
0320	225-B001	Agricultural Limestone
0330	225-C001	Mulch, Vegetative Mulch
0340	226-A001	Temporary Grassing
0350	229-A001	Erosion Mat
0360	237-A002	Wattles, 20"
0370	239-A001	Temporary Slope Drains
0380	245-A001	Silt Dike
0390	246-A001	Sandbags
0400	246-B001	Rockbags
0410	247-A001	Temporary Stream Diversion
0420	249-A001	Riprap for Erosion Control
0430	249-B001	Remove and Reset Riprap
1430	907-234-A001	Temporary Silt Fence
1440	907-234-C001	Super Silt Fence
1450	907-234-D001	Inlet Siltation Guard
1460	907-234-E001	Reset Inlet Siltation Guard

CATEGORY: GUARDRAIL, GUIDERAIL

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Line No	Pay Item	Description
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0960	606-B001	Guard Rail, Class A, Type 1
0970	606-D022	Guard Rail, Bridge End Section, Type I
0980	606-E005	Guard Rail, Terminal End Section, Flared
0990	606-E007	Guard Rail, Terminal End Section, Non-Flared

CATEGORY: MISCELLANEOUS/ SPECIALTY WORK ITEMS

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Line No	Pay Item	Description
0600	423-A001	Rumble Strips, Ground In

CATEGORY: PAVEMENT STRIPING AND MARKING

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Line No	Pay Item	Description
1500	907-626-A007	6" Thermoplastic Double Drop Traffic Stripe, Skip White
1510	907-626-C012	6" Thermoplastic Double Drop Edge Stripe, Continuous White
1520	907-626-E003	6" Thermoplastic Double Drop Traffic Stripe, Continuous Yellow
1530	907-626-F003	6" Thermoplastic Double Drop Edge Stripe, Continuous Yellow
1540	907-626-G006	Thermoplastic Double Drop Detail Stripe, White
1550	907-626-G007	Thermoplastic Double Drop Detail Stripe, Yellow
1560	907-626-H006	Thermoplastic Double Drop Legend, White
1570	907-626-H007	Thermoplastic Double Drop Legend, White
1580	907-627-J001	Two-Way Clear Reflective High Performance Raised Markers
1590	907-627-K001	Red-Clear Reflective High Performance Raised Markers
1600	907-627-L001	Two-Way Yellow Reflective High Performance Raised Markers

CATEGORY: TRAFFIC CONTROL - PERMANENT

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Line No	Pay Item	Description
1290	630-A001	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness
1300	630-A003	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness
1310	630-C001	Square Tube Posts, 4.0 lb/ft
1320	630-C005	Square Tube Posts, 2.0 lb/ft
1330	630-E002	Structural Steel Angles & Bars, 3" x 3" x 1/4" Angles
1340	630-E004	Structural Steel Angles & Bars, 7/16" x 2 1/2" Flat Bar
1350	630-F002	Delineators, Flexible Post Mounted, Crossover, Type I, Yellow
1360	630-F006	Delineators, Guard Rail, White
1370	630-F007	Delineators, Guard Rail, Yellow
1380	630-G005	Type 3 Object Markers, OM-3R or OM-3L, Post Mounted
1610	907-630-PP002	Roadside Directional Signs, Sheet Aluminum, 0.125" Thickness, Ground Mounted
1620	907-634-C001	Pole Foundations, Class "B" Concrete

CATEGORY: TRAFFIC CONTROL - TEMPORARY

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Line No	Pay Item	Description
1090	619-A1001	Temporary Traffic Stripe, Continuous White
1100	619-A2001	Temporary Traffic Stripe, Continuous Yellow
1110	619-A3001	Temporary Traffic Stripe, Skip White
1120	619-A5001	Temporary Traffic Stripe, Detail
1130	619-A6002	Temporary Traffic Stripe, Legend
1140	619-C6001	Red-Clear Reflective High Performance Raised Marker
1150	619-C7001	Two-Way Yellow Reflective High Performance Raised Marker

1160	619-D1001	Standard Roadside Construction Signs, Less than 10 Square Feet
1170	619-D2001	Standard Roadside Construction Signs, 10 Square Feet or More
1180	619-E1001	Flashing Arrow Panel, Type C
1190	619-F3001	Delineators, Guard Rail, White
1200	619-G4001	Barricades, Type III, Double Faced
1210	619-G4002	Barricades, Type III, Double Faced, Permanent
1220	619-G4005	Barricades, Type III, Single Faced
1230	619-G5001	Free Standing Plastic Drums
1240	619-G7001	Warning Lights, Type "B"
1250	619-K2004	Installation and Removal of Guard Rail, Type I Bridge End Section
1260	619-K4001	Installation and Removal of Guardrail, Terminal End Section
1490	907-619-E3001	Changeable Message Sign

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 6220**

**CODE (SP)**

**DATE: 12/05/2024**

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

**PROJECT: STP-0026-01(072) / 101649301 – Neshoba 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:

<b>General Permit No. 46 (Wetlands &amp; Waters of the U.S.) (MVK-2006-287)</b>	<b>All Sites</b>
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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. 6221**

**CODE: (SP)**

**DATE: 12/04/2024**

**SUBJECT: Temporary Construction Signs**

**PROJECT: STP-0026-01(072) / 101649301 – Neshoba County**

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

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

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO BIDDERS NO. 6222**

**CODE: (SP)**

**DATE: 12/04/2024**

**SUBJECT: Underground Utilities**

**PROJECT: STP-0026-01(072) / 101649301 – Neshoba County**

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

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

The contacts for MDOT utility lines are as follows:

**Underground Power Lines:**

Michael Lee – 601-683-3341 – [mlee@mdot.ms.gov](mailto:mlee@mdot.ms.gov)

Billy Coward – 601-683-3341 – [bcoward@mdot.ms.gov](mailto:bcoward@mdot.ms.gov)

**Underground Communication Lines:**

Kerby McFarland – 601-359-7450 – [kmcfarland@mdot.ms.gov](mailto:kmcfarland@mdot.ms.gov)

Steven Newell – 601-359-7450 – [snewell@mdot.ms.gov](mailto:snewell@mdot.ms.gov)

Henry Lewis – 601-359-1454 – [hlewis@mdot.ms.gov](mailto:hlewis@mdot.ms.gov)

**Underground Signal Lines:**

Amrik Singh – 601-359-1454 – [asingh@mdot.ms.gov](mailto:asingh@mdot.ms.gov)

Kenneth Welch – 601-359-1454 – [kwelch@mdot.ms.gov](mailto:kwelch@mdot.ms.gov)

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 6268**

**CODE: (SP)**

**DATE: 12/04/2024**

**SUBJECT: Cooperation Between Contractors**

**PROJECT: STP-0026-01(072) / 101649-301000 -- Neshoba County**

The Bidder's attention is hereby called to Subsection 105.07, Cooperation between Contractors, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction.

The Bidder is advised that this project adjoins the following project that may be under construction before the completion of this contract:

**STP-0026-01(080) / 101649302, Grade, Pave 2 Lanes of SR 19 from Tucker to Philadelphia in Neshoba County.**

The Contractor shall cooperate in all respects and shall coordinate construction of all phases of work with the Contractor of the adjoining project. Failure to coordinate work schedules, such as but not limited to lane closures, shall not be reason to modify contract time.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO BIDDERS NO. 6269**

**CODE: (SP)**

**DATE: 12/05/2024**

**SUBJECT: Haul Roads**

**PROJECT: STP-0026-01(072) / 101649301 Neshoba County**

Bidders are hereby advised of the following requirements regarding haul roads. Haul roads may be constructed only within the existing right-of-way and in areas approved by the Engineer. If the Contractor deems it necessary to clear areas within this area, the request shall be submitted to the Engineer and approved prior to commencing with clearing activities. The Contractor shall be responsible for construction of any temporary drainage structures required to provide adequate drainage. The Contractor shall ensure positive drainage along all haul routes; therefore, impoundment of surface water resulting from construction access is prohibited. Any modifications made to the roadway and/or its features shall be an absorbed item, the roadway and/or its features returned to their original condition, and shall be approved by the Engineer.

The Contractor shall be required to maintain erosion control within any disturbed areas on the project, as directed by the Engineer, and shall be an absorbed item of work.

Haul roads, temporary drainage structures, etc. shall be removed and areas restored to pre-project conditions once the intended use is complete and prior to completion of the project. All areas shall be graded, shaped to drain, and grassed prior to completion of the project, and shall be absorbed items.

If the Contractor elects to utilize storage areas outside of and adjacent to the existing right-of-way, then the Contractor shall be responsible for obtaining any easements, permits, right-of-entry, etc. from the property owner/responsible party for the storage area and any haul roads necessary to access the project site.

All costs associated with the construction and removal of haul roads shall be absorbed by the Contractor.



**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 6270**

**CODE: (SP)**

**DATE: 12/05/2024**

**SUBJECT: Pile Driving Operations**

**PROJECT: STP-0026-01(072) 101649-301000 Neshoba County**

Bidders are hereby advised that Pile Driving Operations **will not** be allowed between the hours of 7 PM to 7 AM the following day.

If the restrictions listed above are violated, the Contractor will be charged a fee of **\$500.00** for each full or partial five (5) minute period pile driving operations occur outside of the time restriction stated above.

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

"General Decision Number: MS20250104 01/03/2025

Superseded General Decision Number: MS20240104

State: Mississippi

Construction Type: Highway

County: Neshoba 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 \$17.75 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 2025.</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 \$13.30 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 2025.</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                              01/03/2025

ELEC0917-006 12/01/2024

	Rates	Fringes
ELECTRICIAN.....	\$ 32.45	11.05
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SUMS2010-027 08/04/2014		

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 13.02 **	0.00
CARPENTER, Excludes Form Work....	\$ 14.21 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.45 **	0.00
HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck).....	\$ 11.23 **	0.00
INSTALLER - GUARDRAIL.....	\$ 11.68 **	0.00
INSTALLER - SIGN.....	\$ 12.46 **	0.00
IRONWORKER, REINFORCING.....	\$ 15.28 **	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 10.79 **	0.00
LABORER: Common or General.....	\$ 10.20 **	0.00
LABORER: Flagger.....	\$ 10.00 **	0.00
LABORER: Grade Checker.....	\$ 10.88 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 11.30 **	0.00
LABORER: Pipelayer.....	\$ 12.27 **	0.00
LABORER: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 10.85 **	0.00
OPERATOR: Asphalt Spreader.....	\$ 15.33 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 13.49 **	0.00
OPERATOR: Broom/Sweeper.....	\$ 10.17 **	0.00
OPERATOR: Bulldozer.....	\$ 14.46 **	0.00
OPERATOR: Concrete Saw.....	\$ 14.37 **	0.00
OPERATOR: Crane.....	\$ 18.35	0.00
OPERATOR: Distributor.....	\$ 12.00 **	0.00
OPERATOR: Drill.....	\$ 19.22	0.00
OPERATOR: Grader/Blade.....	\$ 15.20 **	0.00
OPERATOR: Loader.....	\$ 14.31 **	0.00

OPERATOR: Mechanic.....	\$ 15.40 **	0.00
OPERATOR: Milling Machine.....	\$ 14.96 **	0.00
OPERATOR: Mixer.....	\$ 12.42 **	0.00
OPERATOR: Oiler.....	\$ 12.33 **	0.48
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 12.75 **	0.00
OPERATOR: Piledriver.....	\$ 15.13 **	0.00
OPERATOR: Roller (All Types)....	\$ 11.41 **	0.00
OPERATOR: Scraper.....	\$ 12.63 **	0.00
OPERATOR: Tractor.....	\$ 9.25 **	0.00
OPERATOR: Trencher.....	\$ 13.75 **	0.00
SURVEYOR (Staking, Marking and Brush Clearing).....	\$ 12.34 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 13.29 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 11.00 **	0.00
TRUCK DRIVER: Mechanic.....	\$ 12.00 **	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.31 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 9.63 **	0.00
TRUCK DRIVER: Dump Truck (All Types).....	\$ 10.34 **	0.00
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 12.50 **	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 (\$17.75) or 13658 (\$13.30). 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 classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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#### WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail 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 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SMTA Counties:

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

Non-SMTA 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. 907-106-2

CODE: (IS)

DATE: 09/24/2024

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 in [2 CFR 184](#), [2 CFR 200.322](#), and [OMB 24-02 Memo and related requirements therein](#).

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. 907-401-2**

**CODE: (SP)**

**DATE: 01/06/2025**

**SUBJECT: Asphalt Pavement - General**

Section 401, Asphalt Pavement - General, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows..

## 907-401.02--Materials.

### 907-401.02.6--Standards of Acceptance.

907-401.02.6.8--Acceptance Procedure for Pavement Smoothness Using Mean Roughness Index (MRI). Delete the third sentence of the second paragraph of Subsection 401.02.6.8 on page 253, and substitute the following.

The surface shall be tested and corrected to a smoothness index as described herein except those locations or specific projects that are excluded from smoothness testing with an IPS.

Delete the third, fourth and fifth paragraphs of Subsection 401.02.6.8 on pages 253 & 254, and substitute the following.

The smoothness of the surface lift will be determined for traffic lanes, auxiliary lanes, climbing lane and two-way turn lanes. Areas excluded from a smoothness test with the IPS are acceleration and deceleration lanes, tapered sections, transition sections for width, shoulders, crossovers, ramps, side street returns, etc. The roadway pavement on bridge replacement projects having 1,000 feet or less of pavement on each side of the structure will be excluded from a smoothness test. Smoothness testing shall exclude 264 feet from each transverse joint that separates the pavement from a bridge deck, bridge approach slab or existing pavement not constructed under the contract. This can apply to any other exceptions including, but not limited to, railroad crossings and manholes. Segments containing a considerable number of encroachments such as intersections, manholes, curb and gutter sections, etc. may be excluded at the Engineer's discretion.

Once paving has concluded, one final smoothness measurement shall be performed for both pay adjustments and corrective action. Multiple smoothness measurements for pay adjustments and correction can still be performed at the Engineer's discretion. These measurements must be performed at the posted speed limit or 50 miles per hour ( $\pm 5$  miles per hour), whichever is lower. Measurements will be made in both wheel paths of exterior and interior lanes. The wheel paths shall be designated as being located three feet (3') and nine feet (9') from centerline or longitudinal joint, respectively. Testing will also be required on sections that have been surface corrected. No smoothness testing shall be performed when there is any residual moisture on the

pavement surface. Any additional testing shall meet the requirements of Subsection 907-403.03.2.

The surface lift will be accepted on a continuous interval basis for pavement smoothness. Continuous reporting is based upon all MRI values for a specified running interval. These values are averaged and presented at the midpoint of the specified running interval.

Delete the last sentence of the last paragraph of Subsection 401.02.6.8 on page 254, and substitute the following.

All tests and corrections shall be in accordance with AASHTO R 54, Accepting Pavement Ride Quality When Measured Using Inertial Profiling Systems.

Delete Subsection 401.02.6.9 on pages 254 & 255, and substitute the following.

**907-401.02.6.9--Inertial Profiling System.**

**907-401.02.6.9.1--General.** The Inertial Profiling System (IPS), furnished and operated by the Contractor under the supervision of the Engineer or the Engineer’s representative, shall be a dual-line laser on a high speed vehicle meeting the requirements of AASHTO M 328, Standard Specification for Inertial Profiler. Additionally, each IPS should be equipped with a GPS to ensure distance measurement accuracy. The profiler system and operator shall be certified at an MDOT approved regional calibration facility in accordance with AASHTO R 56, Standard Practice for Certification of Inertial Profiler Systems and AASHTO R 57, Operating Inertial Profiler Systems.

**907-401.02.6.9.2--Computer Requirements.** The computer measurement program must be menu driven, Windows compatible, and able to produce unfiltered profiler runs in the Pavement Profile (\*.ppf) file format. The computer shall have the ability to display and print data on site for verification and shall have the ability to save and transfer data via Universal Serial Bus (USB) flash drive, which shall be provided by the Contractor.

All runs must be stored in a directory named in the following format for acceptance by the Project Engineer:

Project\_County\_Route

All profiler runs must be named in the following format for acceptance by the Project Engineer:

Direction\_Lane\_BeginStation\_EndStation

In addition to manufacturers' software; the latest version of FHWA’s ProVAL software shall be installed on the IPS computer.

**907-401.03--Construction Requirements.**

**907-401.03.1--Specific Requirements.**

**907-401.03.1.2--Tack Coat.** After the first sentence in Subsection 401.03.1.2 on page 256, add the following.

In addition to the products listed on the Department's APL, the Contractor may use one of the following as a tack coat.

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

**907-401.03.1.4--Density.** In the first sentence of the first paragraph of Subsection 401.03.1.4 on page 256, change "preleveling" to "pre-leveling".

**907-401.03.9--Material Transfer Equipment.** In the third sentence of Subsection 401.03.9 on page 261, change "include:" to "include".

**907-401.03.14--Shoulder Wedge.** In the second sentence of the first paragraph of Subsection 401.03.14 on page 263, change "cross roads" to "crossroads".

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-403-3**

**CODE: (SP)**

**DATE: 01/06/2025**

**SUBJECT: Asphalt Pavements**

Section 403, Asphalt Pavements, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

**907-403.03--Construction Requirements.**

**907-403.03.2--Smoothness Tolerances.** In the tenth paragraph of Subsection 403.03.2 on page 283, change “Sections(s)” to “Segment(s)”.

**907-403.03.2.1--Smoothness Tolerances for Mean Roughness Index (MRI).** After the second paragraph of Subsection 403.03.2.1 on page 283, add the following.

For all projects, smoothness data shall be reported by two MRI methods:

1. A continuous long interval MRI report
2. A continuous 25-foot short interval MRI report

At the bottom of page 283 and top of 284 in Subsection 403.03.2.1, delete the paragraphs for Category, A, Category B, and Category C, and substitute the following.

**Category A** projects shall have a long interval surface MRI of not more than 60 inches per mile.

**Category B** projects shall have a long interval surface MRI of not more than 70 inches per mile.

**Category C** projects shall have the existing surface profiled at no additional cost to the State. These projects shall be measured by a long fixed interval (528-foot) surface MRI and meet the following requirements:

- A 50% improvement in MRI from the existing surface
- or
- 80 inches per mile (whichever value is higher)

Delete the first, second, and third full paragraphs on page 284, and substitute the following.

When a project has multiple lifts, the intermediate lift shall meet the short interval requirement of 160 inches per mile. Corrective action must be taken on those segments that do not meet this requirement. No unit price adjustment will be applied on the underlying lift.

Delete the table at the bottom of page 284, and substitute the following.

Mean Roughness Index (inches / mile)	Contract Price Adjustment Percent of Asphalt Unit Bid Price
Above 20.0 Over	REMOVE AND REPLACE *
15.1 to 20.0 Over	80
10.1 to 15.0 Over	85
5.1 to 10.0 Over	90
0.1 to 5.0 Over	95
Required Surface MRI	100

\* In lieu of removal and replacement, segments may be brought into compliance through corrective action at the discretion of the Project Engineer.

Delete the table and footnote at the top of page 285, and substitute the following.

Mean Roughness Index (inches/mile) Percent Improvement	Contract Price Adjustment Percent of Asphalt Unit Bid Price
Below 30.1 Percent	80 **
30.1 to 35.0 Percent	80
35.1 to 40.0 Percent	85
40.1 to 45.0 Percent	90
45.1 to 50.0 Percent	95
Above 50%	100

\*\* Segments that show less than 30 percent improvement as well as a final surface MRI greater than 100 inches/mile will be subject to removal.

Before the last paragraph on Subsection 403.03.2.1 on page 285, add the following.

**Corrective action** for all categories must be taken on those segments that exceed the localized roughness or the ‘Remove and Replace’ threshold. All locations must be located and marked by the Contractor and approved by the Project Engineer before corrective action shall take place. The minimum remove and replace length will be 528 feet (0.1 mile). Additional smoothness testing shall be required on segments following corrective action and/or replacement and will be required to meet *at least* the maximum surface MRI short of ‘Remove and Replace’ tolerance.

**907-403.05--Basis of Payment.**

**907-403.05.2--Pay Items.** Add the “907” prefix to the list of pay items on page 291.



**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

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

**CODE: (SP)**

**DATE: 05/09/2023**

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

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

**907-413.03--Construction Requirements.**

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

**907-413.03.3.4--Sealing.** Delete the last sentence of the last paragraph of Subsection 413.03.3.4 on page 333, and substitute the following.

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

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

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

# 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

SPECIAL PROVISION NO. 907-626-11

CODE: (IS)

DATE: 06/24/2024

SUBJECT: Thermoplastic Traffic Markings

Section 626, Thermoplastic Traffic Markings, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

Delete Section 626 on pages 492 thru 496, and substitute the following.

## SECTION 626 - THERMOPLASTIC TRAFFIC MARKINGS

**907-626.01--Description.** This work consists of furnishing materials and placing thermoplastic pavement markings of the type specified in conformity with these specifications and the details shown on the plans or established. All hot-applied thermoplastic pavement markings shall be coated with a double-drop combination of optics.

This work may also consist of placing an audible bump or puck style marking system on the edge line that provides an audible and vibratory warning when driven over. The marking system shall be a road marking system of the dimensions indicated at regular and predetermined intervals.

This work may also consist of placing a profile or raised shape marking system on centerline or edge line that provides audible and vibratory warning when driven over. The marking system shall be a road marking system of the dimensions indicated and at regular and predetermined intervals. When placed on centerline, the markings system shall consist of an extruded black transverse thermoplastic bar of the dimensions indicated at regular and predetermined intervals.

This work may also consist of placing high contrast thermoplastic markings. High contrast thermoplastic markings shall consist of placing thermoplastic pavement markings over a black thermoplastic pavement marking to enhance the marking's visibility.

All pavement marking material, excluding lines over rumble strips, shall be applied using the extrusion/ribbon method. Lines placed over rumble strips shall be applied using the atomization/spray method.

Permanent pavement marking tape (permanent cold plastic tape) may be used in lieu of hot applied thermoplastic markings. Substitution will only be allowed for pay items 907-626-A through H. Substituted pavement marking tape shall be of the same color and width as that required for the hot applied thermoplastic. Unless otherwise specified, the markings, whether hot applied or pavement marking tape, shall be of the same type of material for the entire project. Stop bars and crosswalks shall not be substituted with pavement marking tape and shall be alkylid hot-applied thermoplastic markings or heat-fused preformed pavement markings. Material and construction requirements for substituted pavement marking tape shall meet the requirements of Special



Provision 907-628. The layout and spacing for substituted pavement markings will remain as shown in the plans, or in the contract documents, for hot applied thermoplastic markings. Measurement of adhesive substituted pavement markings shall be made in accordance with Special Provision 907-628. Payment for adhesive substituted pavement markings shall be made at the unit price for the appropriate hot applied thermoplastic marking.

When thermoplastic pavement markings are used on bridge decks or concrete surfaces, the surface shall be sealed with an epoxy sealer prior to the application of thermoplastic.

**907-626.02--Materials.** All pavement marking materials shall meet the requirements of Special Provision 907-720-3.

Thermoplastic pavement marking material may be sampled in the field at the time of application by sampling from the marking equipment at the point of extrusion. Samples should be cooled until solid and then packaged into large re-closeable plastic bags and placed into a cardboard box for transport. Field samples will be tested at random or as determined necessary by the Department.

The Contractor shall supply the materials to be used for sampling and packaging. Department personnel shall witness the sampling and shall be responsible for transportation of the sample for testing.

**907-626.02.1--Audible Bumps.** Audible bumps shall have a profile such that the leading and trailing edges are sloped at a sufficient angle to create an audible and vibratory warning.

Audible bumps shall be at least 0.45 inches above the pavement surface at the highest point of the bump. The height shall be measured after the application of drop-on material. The bumps shall have a minimum dimension of two and one-half inches (2½") in both transverse and longitudinal directions. The bumps may have a drainage channel. The width of each drainage channel shall not exceed one-quarter of an inch (¼") at the bottom of the channel.

**907-626.02.2--Audible Transverse Bars.** The length of transverse bars is the measurement lateral to the direction of travel, also known as transverse width. The width of transverse bars is the measurement parallel to the travel way.

Transverse bars on centerline shall have a length of 10 inches, a width of three inches (3"), and a height of 350 mils. Transverse bars on centerline shall be placed on 2-foot centers through no-passing zones and 5-foot centers through passing zones. Transverse bars on centerline shall be placed in advance of permanent thermoplastic markings.

Transverse bars on edge lines shall have a length of six inches (6"), a width of three inches (3"), and a height of 350 mils. Transverse bars on edge lines shall be placed on 2-foot centers. Tolerance for the longitudinal and transverse measurements shall be one quarter of an inch (¼") and the tolerance for height shall be 50 mils. The above dimensions are based on 6-inch strip application.

Thermoplastic material for edge line transverse bars shall be as specified on the Plans and meet

the requirements of Special Provision 907-720-3 or as specified on the plans. Thermoplastic material for centerline transverse bars shall be black and shall meet the requirements of Special Provision 907-720.

**907-626.02.3--High Contrast Markings.** High contrast markings shall be black with the pertinent marking color overlaid on top and shall meet the requirements of Special Provision 907-720-3.

**907-626.03--Construction Requirements.**

**907-626.03.1--Equipment.** Equipment for hot application shall be of sufficient size and stability to ensure smooth, uniform, properly aligned markings of the dimensions specified. The equipment shall be suitably equipped for heating and controlling the flow of the material. The equipment shall be constructed to provide continuous mixing and agitation of the material. The conveying parts of the equipment, between the main material reservoir and applicator, shall be so constructed as to prevent accumulation and clogging. The equipment shall be constructed so that all mixing and conveying parts, up to and including the applicator, maintain the material at the plastic temperature. The thermoplastic material shall be dispensed at a temperature recommended by the manufacturer. The applicator shall include a cutoff device remotely controlled to provide clean, square stripe ends and to provide a method for applying skip lines. The thermoplastic reservoir shall be insulated and equipped with an automatic thermostatic control to maintain the proper temperature of the material.

The application equipment shall be capable of automatic placement of intermittent and continuous line patterns in single or double line applications simultaneously. The intermittent timer mechanism shall provide a variable ratio of materials applied and variable cycle length such that accurate placement of new patterns, or replacement of existing patterns can be achieved.

When edge lines are placed over rumble strips, the equipment must be able to apply the marking material using the atomization/spray method instead of extrusion/ribbon method.

The equipment shall also be capable of applying the top dressing of optics (beads) in a manner that firmly embeds them into the surface of the thermoplastic material for at least one half of the diameter of the larger gradation sizes of the optics. The dispensing equipment shall be equipped with an automatic cut-off control for the application of the optics that is synchronized with the cut-off of the thermoplastic material.

Optics applied to the surface of the completed stripe shall be applied by an automatic dispenser attached to the pavement marking equipment in such a manner that the optics are immediately dispensed upon the completed line. The dispenser shall be equipped with an automatic cutoff control, synchronized with the cutoff of the pavement marking equipment. The double-drop optics as defined in 907-720-3 shall be automatically applied at a uniform rate to achieve the minimum retroreflectivity requirements of 907-626.03.3.

Upon request, the Engineer will establish the control points for markings at necessary intervals not to exceed 600 feet on tangents and more often on curves. All additional work necessary to establish intermediate control points shall be performed by the Contractor. On curves, unsightly variations

from the normal curvature will not be permitted unless specifically shown on the plans or ordered by the Engineer.

When edge lines are placed over rumble strips, the equipment must be able to apply the marking material using the atomization/spray method instead of extrusion/ribbon method. To ensure the proper alignment of the rumble stripes, the Contractor will be required to place a layout line to be followed during installation of the edge lines over the rumble strips.

**907-626.03.2--Construction Details.** The thermoplastic compound shall be screed or ribbon extruded to the pavement surface. Heat-fused, pre-formed pavement markings shall be fusible to asphalt surfaces by means of the normal heat of a propane weed-burner type of torch or other heating device as recommended by the manufacturer. Heat-fused, pre-formed pavement markings shall be instantly highly reflective without the application of additional optics.

Thermoplastic markings shall not be applied to the pavement surface when the pavement surface temperature is less than 55°F. The pavement surface shall be dry, to the satisfaction of the Engineer, before application will be permitted. Unless otherwise specified by the manufacturer, thermoplastic pavement marking material shall be applied to the surface between 400°F and 450°F with a recommended application temperature being 420°F.

Immediately before application, all areas to be marked shall be thoroughly cleaned. Cleaning may be done by rotary brooms, air blast, scrapers, or whatever combination of equipment is necessary to clean the pavement thoroughly without damage to the pavement surface. On areas of pavement cured with compound, the membrane shall be removed completely by shot blasting, sand blasting or other approved method. Before edge striping, particular care shall be taken to remove all vegetation, loose soil, and the like from the area to be marked. Should other methods fail, the surface shall be wetted with a water jet and scrubbed as necessary to dislodge all foreign material. After washing, the surface shall be allowed to dry thoroughly, and all films of dried mud apparent after surface drying shall be removed before application of markings. Marking shall follow as closely as practicable after the surface has been cleaned and dried, but no markings shall be applied until the surface has been inspected and permission given to proceed. The cost for preparing the surface shall be included in the contract unit prices for the marking items.

Unless otherwise directed by the Engineer, traffic stripes that are conflicting with the thermoplastic stripe shall be removed prior to placement of the thermoplastic material. Removal of pavement markings shall be done by a means that will not gouge the surface of the pavement in a manner that requires patching to ensure the integrity of the pavement. Temporary paint stripe may be left in place when satisfactorily placed in the proper location. Any temporary stripe not covered shall be removed. Payment for removal of stripe, except temporary stripe, will be made under Section 202.

On newly constructed asphalt pavements, any sand, grit, or other surface contaminants shall be removed using compressed air and/or sweeping. Water blasting may be necessary to remove surface contaminants which cannot be removed by the use of compressed air and/or sweeping. This work is considered surface preparation.

The finished lines shall have well defined edges and the thickness of thermoplastic markings above the roadway surface shall be no less than 90 mils for edge lines, center lines, lane lines, barrier lines, and detail stripe including gore markings, and no less than 120 mils for crosswalks, stop lines, and railroad, word and symbol markings. The minimum thickness, as required above, will be measured in the center of the line when gauged. The minimum thickness one-half inch (1/2") from the edges shall not be less than 75% of the thickness required in the center.

Any thermoplastic traffic marking less than the required thickness shall be corrected by recapping at no additional costs to the Department. Although a thickness tolerance of 25 percent from center to edge is allowed, a consistent underrun of any amount in thickness as determined by the Engineer will not be acceptable.

The length and width of lines shall be within a tolerance of ±3 inches and ±1/8 inch, respectively. For skip markings, the tolerance for intervals shall not exceed the line length tolerance. On curves, unsightly variations from the normal curvature will not be permitted unless specifically shown on the plans or ordered by the Engineer.

Heat-fused, pre-formed pavement markings shall be supplied with a minimum average thickness of 90 mils before application on the roadway surface.

All newly applied thermoplastic material shall be protected from traffic until the material is sufficiently dry so as not to sustain damage from vehicle tires. Any material so damaged by traffic shall be repaired, and the thermoplastic material tracked onto the pavement shall be removed and replaced.

**907-626.03.3--Reflectivity Requirements.** The longitudinal pavement markings shall meet the following retroreflectivity values when measured within 10 to 30 calendar days of placement, after removing loose beads.

**Table 1. Minimum Dry Retroreflectivity**

Color	All Stripe without Rumble mcd/m <sup>2</sup> /lx	Rumble Stripe mcd/m <sup>2</sup> /lx
White	375	250
Yellow	275	150

**907-626.03.3.1--Measuring Devices.** Retroreflectivity measurements shall be taken using a vehicle mounted mobile retroreflectometer using 30-meter geometry with video and mapping capabilities as per AASHTO T-398. The retroreflectometer and operator shall be certified by the manufacturer, authorized representative of the manufacturer, or an MDOT approved program such as the Texas A&M Transportation Institute (TTI) Mobile Retroreflectometer Certification Program.

**907-626.03.3.2--Acceptance Procedure.** Averages of the mobile measurements shall be provided for every 0.1 miles unless otherwise specified or approved. Take measurements on each section of roadway for each series of markings (i.e., edge line, center skip line, each line of a double line, etc.) and for each direction of traffic flow. Measure each line in both directions for centerlines on two-way roadways (i.e., measure both double solid line in both directions and measure all center

skip lines in both directions). Furnish measurements in compliance with the below requirements. Use all equipment in accordance with the manufacturer's recommendations and directions. Inform the Engineer at least 24 hours before taking any measurements.

A marking meets the retroreflectivity requirements if:

- The combined average retroreflectivity measurement for a one-mile segment meets the minimum retroreflectivity values specified, and
- No more than 30% of all the retroreflectivity measurement values are below the minimum retroreflectivity requirements value within the one-mile segment.

The one-mile segment will start from the beginning of the data collection and end after a mile worth of measurements have been taken; each subsequent mile of measurements will be a new segment. Centerlines with two (2) stripes (either solid or broken) will result in two (2) miles of data for each mile segment. Each centerline stripe must be tested for compliance as a stand-alone stripe.

The Contractor may elect to restripe with a minimum of 0.060 in. (60 mils) at no cost to the Department each one-mile segment that failed to meet the minimum retroreflectivity requirements. Measurements shall be retaken within 10 to 30 calendar days after the second application for the mile segment for that series of markings. If the markings do not meet minimum retroreflectivity after the second application, the Engineer may require removal of all existing markings, a new application as initially specified, and a repeat of the application process until minimum retroreflectivity requirements are met.

**907-626.03.3.3--Mobile Retroreflectivity Data Collection.** Mobile Retroreflectivity Data Collection (MRDC) shall be conducted on dry pavement only and when the ambient air temperature is greater than 40°F. Data shall be submitted to the Engineer no later than 3 working days after the day the data is collected. Submit all raw data collected in addition to all other data submitted. Provide data files in Microsoft Excel format or a format approved by the Engineer. The data file and video must contain the following information.

**907-626.03.3.3.1--Data File.** Data files shall be provided with the following:

- Date;
- District;
- County;
- Name of mobile retroreflectometer operator;
- Route number with reference markers or other reference information provided by the Engineer to indicate the location of beginning and end data collection points on that roadway;
- Cardinal direction;
- Line type (single solid, single broken, double solid, etc.);
- Line color;
- File name corresponding to video;
- Data for each centerline listed separately;

- Average reading taken for each 0.1-mi. interval (or interval designated by the Engineer);
- Accurate GPS coordinates (within 20 ft.) for each interval;
- Color-coding for each interval indicating passing or failing, unless otherwise directed by the Engineer (passing and failing thresholds provided by the Engineer);
- Graphical representation of the MRDC (y-axis showing retroreflectivity and x-axis showing intervals) corresponding with each data file;
- Distance in miles driven while measuring the pavement markings;
- Event codes (pre-approved by the Engineer) indicating problems with measurement;
- Upper validation threshold (may be included separately with the raw data but must be clearly identified with the data collected using that threshold).

**907-626.03.3.3.2--Map.** A map shall be provided in an electronic format approved by the Engineer with each MRDC submission that includes the following information:

- Date;
- District number;
- County;
- Color-coded 1-mi. intervals (or interval length designated by the Engineer) for passing and failing retroreflectivity values or retroreflectivity threshold values provided by the Engineer; and
- Percentage of passing and failing intervals, if required by the Engineer.

**907-626.03.3.3.3--Video.** A high-quality video file shall be provided with the following information:

- Date and corresponding data file name on label;
- District number;
- County;
- Route number with reference markers or other designated reference information to indicate the location of beginning and end collection points on that roadway; and
- Retroreflectivity values presented on the same screen with the following information:
  - Date;
  - Location;
  - Starting and ending mileage;
  - Total miles;
  - Retroreflectivity readings; and
  - Upper validation thresholds (may be included separately with the raw data but must be clearly identified with the data collected using that threshold).

**907-626.03.4--Reflectivity Verification Testing.** The Engineer or a third party may perform retroreflectivity verification testing on any project. At a minimum, each Contractor performing work for the Department will be verified on an annual basis. The Contractor-submitted retroreflectivity data will be compared to the verification test data to determine acceptability of the Contractor's mobile retroreflectometer data. Comparison of the data will result in one of the two scenarios below:

- Contractor's Data is Validated – If the difference between Contractor's and Engineer/third party data is 20% or less, then the Contractor's data is validated. The Contractor's data will be used for acceptance.
- Contractor's Data is not Validated – If the difference between Contractor's and Engineer/third party data is more than 20%, then the Contractor's data is not validated. The Engineer/third party data will be used for acceptance and the Contractor will be required to take corrective action prior to additional Contractor data collection and may require re-certification of the mobile retroreflectometer.

**907-626.04--Method of Measurement.** Thermoplastic stripe completed in accordance with the plans and specifications will be measured by the mile or by the linear foot, as indicated, from end-to-end of individual stripes. In the case of skip lines the measurement will include skip intervals. The length used to measure centerline, lane lines, and edge stripes will be the horizontal length computed along the roadway.

Detail traffic stripe will be measured by the linear foot from end-to-end of individual stripes. Measurements will be made along the surface of each stripe and will exclude skip intervals where skips are specified. Stripes more than six inches (6") in width will be converted to equivalent lengths of 6-inch stripe.

Hot-applied legend, which is to include railroad markings, pedestrian crosswalks, and stop lines, will be measured by the square foot or linear foot. Pay areas of individual letters and symbols will usually be shown on the plans and measured by the square foot. Transverse railroad bands, pedestrian crosswalks and stop lines will generally be measured by the linear foot, in which case, stripes more than six inches (6") in width will be converted to equivalent lengths of 6-inch widths.

Pre-formed legend which is to include railroad markings and pedestrian crosswalks will be measured and paid for by each.

The length measured for thermoplastic audible bump edge stripe will not include the permanent thermoplastic edge stripe. Permanent thermoplastic edge stripe will be measured for payment under a separate pay item.

Thermoplastic audible bar centerline skip stripe will be measured by the linear foot or mile. Measurements will be made along the surface from end-to-end of the stripe and will include skip intervals. The length used to measure audible bar centerline stripe will be the horizontal length computed along the roadway. The length measured for thermoplastic audible bar centerline skip stripe will not include the permanent centerline continuous or skip stripe. Permanent centerline continuous and skip stripe will be measured for payment under separate pay items.

Thermoplastic audible bar edge stripe will be measured by the linear foot or mile. Measurements will be made along the surface from end-to-end of the stripe. The length used to measure thermoplastic audible bar edge stripe will be the horizontal length computed along the roadway. The length measured for thermoplastic audible bar edge stripe will not include the permanent thermoplastic edge stripe. Permanent thermoplastic edge stripe will be measured for payment

under a separate pay item.

**907-626.05--Basis of Payment.** Thermoplastic traffic markings will be paid for at the contract unit price per mile, linear foot, square foot or each as applicable. Any deductions for non-satisfactory material test results will be made after final testing has been performed.

Payment will be made under:

- 907-626-A: 6" Thermoplastic Traffic Stripe, Skip White - per linear foot or mile
- 907-626-B: 6" Thermoplastic Traffic Stripe, Continuous White - per linear foot or mile
- 907-626-C: 6" Thermoplastic Edge Stripe, Continuous White - per linear foot or mile
- 907-626-D: 6" Thermoplastic Traffic Stripe, Skip Yellow - per linear foot or mile
- 907-626-E: 6" Thermoplastic Traffic Stripe, Continuous Yellow - per linear foot or mile
- 907-626-F: 6" Thermoplastic Edge Stripe, Continuous Yellow - per linear foot or mile
- 907-626-G: Thermoplastic Detail Stripe, Color \* - per linear foot
- 907-626-H: Thermoplastic Legend, Color \* - per linear foot, square foot, or per each
- 907-626-Q: Thermoplastic Audible Bump Edge Stripe -per linear foot or mile
- 907-626-R: Thermoplastic Detail Audible \*\*\* Stripe, Color \*\*, -per mile
- 907-626-AA: 6" High Contrast Thermoplastic Traffic Stripe, Skip White - per linear foot or mile
- 907-626-BB: 6" High Contrast Thermoplastic Traffic Stripe, Continuous White - per linear foot or mile
- 907-626-CC: 6" High Contrast Thermoplastic Edge Stripe, Continuous White - per linear foot or mile
- 907-626-DD: 6" High Contrast Thermoplastic Traffic Stripe, Skip Yellow - per linear foot or mile
- 907-626-EE: 6" High Contrast Thermoplastic Traffic Stripe, Continuous Yellow - per linear foot or mile
- 907-626-FF: 6" High Contrast Thermoplastic Edge Stripe, Continuous Yellow - per linear foot or mile



907-626-GG: High Contrast Thermoplastic Detail Stripe, Color \* - per linear foot

907-626-HH: High Contrast Thermoplastic Legend, Color \* - per linear foot, square foot,  
or each

- \* Indicate Blue - ADA if applicable
- \*\* Indicate White or Black
- \*\*\* Indicate Centerline - Passing Zone, Centerline - No-Passing Zone, or Edge Line

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-627-1**

**CODE: (IS)**

**DATE: 06/24/2024**

**SUBJECT: Raised Pavement Markers**

Section 627, Raised Pavement Markers, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

Delete Subsection 627.02 on page 496, and substitute the following.

**907-627.02--Materials.** Pavement and jiggle markers of the types specified shall conform to the applicable requirements of Subsection 907-720.06 and shall be listed on the Department's APL.

Type B through G High Performance reflective markers shall be listed on the Department's APL for high performance raised pavement markers.

The bituminous adhesive for pavement markers shall meet the requirements of Subsection 907-720.07.3.

**907-627.05--Basis of Payment.** Add the "907" prefix to the pay items listed on page 498.

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-634-4

CODE: (IS)

DATE: 05/25/2021

SUBJECT: Traffic Signal and ITS Equipment Poles

Section 634, Traffic Signal and ITS Equipment Poles, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

## 907-634.02--Materials.

907-634.02.1--Poles. Delete the bullet for Type X poles in Subsection 634.02.1 on page 542 and substitute the following.

- Type X -- Aluminum Pole for Detectors

After Type XI poles in Subsection 634.02.1 on page 542, add the following.

- Type XII -- ITS Extension Poles

907-634.02.1.1--Traffic Signal Poles. Delete the first, third, fourth, and fifth bullets in Subsection 634.02.1.1 on pages 542 and 543, and substitute the following.

- Self-supporting straight or upswept mast arm(s), in accordance with Plan details. Where possible, the mast arms shall match the adjacent signal poles in the area unless otherwise stated;
- Tag installed on shaft side opposite the mainline highway and located approximately 48 inches above the top of the Baseplate;
- Minimum nominal size of four (4) inches wide by 26 inches tall reinforced hand-hole with included terminal block(s);
- A ½-inch coarse thread grounding stud shall be located on the interior side of the pole hand-hole opening;

907-634.02.1.2--Galvanized Steel Poles for Cameras. Delete the second paragraph of Subsection 634.02.1.2 on page 543, and substitute the following.

Unless specified otherwise in the plans, poles shall be designed in accordance with the AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals*, as specified in the plans, including all interims and updates. Design life shall be 50 years for all poles. The design wind speed for all parts of the structure shall meet the wind requirements set forth in the latest edition of the AASHTO Wind Map, as stated in Subsection 722.02.3. The pole shall meet the design wind loading with all equipment installed.

In the fifth sentence of the fifth paragraph of Subsection 634.02.1.2 on page 544, change “butt welded” to butt-welded” and change “radio graphically” to radio-graphically.”

Delete the second bullet in Subsection 634.02.1.2 on page 544, and substitute the following.

- Consideration shall be given for all possible loading combinations including ice and wind loads.

After the fourth bullet in Subsection 634.02.1.2 on page 544, add the following.

- Top of pole deflection shall not exceed one (1) inch deflection from center due to 30 mph (non-gust) winds or the maximum deflection allowed by Subsection 722.02.3, whichever is more restrictive, for 80-foot poles.

In the first bullet in Subsection 634.02.1.2 at the bottom of page 544, change “cross sectional” to “cross-sectional.”

In the second paragraph of Subsection 634.02.1.2.4 on page 545, change “butt weld” to “butt-weld.”

**907-634.02.1.3--Galvanized Steel Poles for Detectors.** In the first paragraph of Subsection 634.02.1.3 on page 546, change “ground mounted” to “ground-mounted.”

Delete the second paragraph of Subsection 634.02.1.3 on page 546, and substitute the following.

Unless specified otherwise in the plans, poles shall be designed in accordance with the AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals*, as specified in the plans, including all interims and updates. Design life shall be 50 years for all poles. The design wind speed for all parts of the structure shall meet the wind requirements set forth in the latest edition of the AASHTO Wind Map, as stated in Subsection 722.02.3.

Delete the last two sentences of the fifth paragraph of Subsection 634.02.1.3 on page 546, and substitute the following.

Design wind loading shall be as indicated in Subsection 722.02.3 unless otherwise noted in the plans. The pole shall meet design wind loading with all equipment installed.

**907-634.02.1.4--Aluminum Poles for Detectors.** Delete the second paragraph of Subsection 634.02.1.4 on page 547, and substitute the following.

Unless specified otherwise in the plans, poles shall be designed in accordance with the AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals*, as specified in the plans, including all interims and updates. Design life shall be 50 years for all poles. The design wind speed for all parts of the structure shall meet the wind requirements set forth in the latest edition of the AASHTO Wind Map, as stated in Subsection 722.02.3. The pole shall meet design wind loading with detector(s) installed.

**907-634.02.1.5--Structure-Mounted ITS Equipment Poles.** Delete the second paragraph of Subsection 634.02.1.5 on page 548, and substitute the following.

Unless specified otherwise in the plans, poles shall be designed in accordance with the AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals*, as specified in the plans, including all interims and updates. Design life shall be 50 years for all poles. The design wind speed for all parts of the structure shall meet the wind requirements set forth in the latest edition of the AASHTO Wind Map, as stated in Subsection 722.02.3. For projects that are in areas with higher wind standards, the higher standard is required. The pole shall meet design wind loading with all equipment installed.

In the fifth sentence of the fifth paragraph of Subsection 634.02.1.5 on page 548, change “butt welded” to butt-welded” and change “radio graphically” to radio-graphically.”

Delete the second bullet in Subsection 634.02.1.5 on page 548, and substitute the following.

- Consideration shall be given for all possible loading combinations including ice and wind loads, as stated in Subsection 722.02.

In the first bullet in Subsection 634.02.1.5 at the top of page 549, change “cross sectional” to “cross-sectional.”

After Subsection 634.02.1.8 on page 549, add the following.

**907-634.02.1.9--ITS Extension Poles.** ITS extension poles are used to provide ITS devices a mounting location with a vertical or horizontal clearance away from an existing pole or structure to which they are to be attached. As such, extension poles and the mounting and attachment hardware shall be of a material that will not cause galvanic corrosion with existing or proposed equipment. If possible, the extension poles shall be similar in color to the base pole or structure, unless otherwise directed. They shall meet the requirements of the base pole, the plans, and Subsection 722.02. Design considerations shall be given to the additional loading being subjected to the base pole or structure.

**907-634.02.2--Camera Lowering Device.** The lowering device system shall be designed to support, raise, and lower a standard CCTV camera, lens, housing, PTZ mechanism, cabling, connectors, and other supporting field components. The camera connector box shall be cast ZA-12 (12% Al and 88% Zn) and have a minimum weight that ensures stability of the camera during raising and lowering operation. The camera connector box shall have fully gasketed doors to prevent water intrusion. The bottom of the camera connector box shall be equipped with a condensation/moisture exit system. The camera connector block shall be molded in thermoset, weather-resistant, synthetic rubber designed to handle harsh environments.

Electrical contacts must also be designed to handle harsh environments. There shall be a locking mechanism between the fixed and movable components. For the movable components, a latching mechanism shall be provided to hold the device in place (when latched all weight shall be removed

from the lowering cable) and to raise or lower the assembly using the lowering tool and lowering cable. The suspension contact unit housing shall be weatherproof with a gasket to isolate the interior from dust and moisture.

All pulleys shall have sealed, self-lubricated bearings, oil tight bronze bearings, or sintered bronze bushings. The lowering cable shall be a minimum 1/8-inch diameter stainless steel aircraft cable. Internal wireways shall prevent the stainless steel lifting cable from contacting power or video cabling. The only cable permitted to move is the lifting cable, all other cables must remain stable and secure during lowering and raising operations.

The lowering tool shall consist of a lightweight metal frame and winch assembly, a quick release cable connector, an adjustable safety clutch, and a variable speed industrial duty electric drill motor. This tool shall be able to access the lifting cable through a pole hand hole, shall support itself and the load during lowering, and shall provide a means to prevent freewheeling when loaded. This tool shall have a reduction gear to reduce the manual effort required during lifting operations. In addition, this tool shall be provided with an adapter for operating the lowering device with a portable drill using a clutch mechanism. The portable lowering tool shall be included as part of the installed system. The lowering device shall include customized adapter brackets to install cylindrical type PTZ CCTV cameras that have a mounting base below the camera assembly and is require to be installed in an upright position.

**907-634.03--Construction Requirements.**

**907-634.03.1--Foundations.** Delete the last sentence of the fourth paragraph of Subsection 632.03.1 on page 550, and substitute the following.

Where foundations are constructed in areas where the pavement edge elevation and shoulder edge elevation differ more than twelve (12) inches, taller foundations may be used but must be approved by the Engineer.

After Subsection 634.03.3 on page 552, add the following.

**907-634.03.4--Submittals.** The submittal requirements defined in the Notice to Bidders entitled “ITS General Requirements”, along with the requirements in this specification, shall be met for all ITS components. All costs associated with submittals shall be included in the overall contract price; no separate payment will be made for any documenting and submitting.

**907-634.03.5--Quality Assurance.** The quality assurance requirements defined in the Notice to Bidders entitled “ITS General Requirements” shall be met for all ITS components. All costs associated with the quality assurance requirements shall be included in the overall contract price.

**907-634.04--Method of Measurement.** After the last sentence of the fourth paragraph of Subsection 634.04 on page 552, add the following.

Field conditions may require taller foundations than specified in the plans. In which case, the addition concrete will be paid for at the contract bid price per cubic yard for pole foundations.

After the sixth paragraph of Subsection 634.04 on page 553, add the following.

ITS extension poles of the type specified will be measured as a unit quantity per each.

Delete the last paragraph in Subsection 634.04 on page 553 and substitute the following.

Wooden poles will be measured as a unit quantity per each.

Camera lowering device will be measured as a unit quantity per each.

**907-634.05--Basis of Payment.** Delete the fourth paragraph of Subsection 634.05 on page 553, and substitute the following.

Camera pole with foundation and detector pole with foundation, measured as prescribed above, will be paid for at the contract unit price per each, which price shall be full compensation for furnishing all materials, all documentation and submittals, for excavating, backfilling, replacing sod, and for all constructing, placing, curing, erecting, installing, connecting and testing; for foundations, poles, pole bases, conduit inside foundation as indicated on the plans, connections to support structures, caps, covers, ground wire, ground rods, hardware and for all equipment, tools, labor and incidentals necessary to complete the work and quality assurance, including remote and local control of the camera site complete in place and ready for use.

Camera lowering device and camera lowering tool, as described above, shall be paid for at the contract unit price per each. This price shall be full compensation for all materials, design, installation, equipment, tools, labor and incidentals associated with providing and installing the camera lowering device and the camera lowering tool.

Delete the sixth paragraph of Subsection 634.05 on page 553, and substitute the following.

Structure-mounted equipment pole, measured as prescribed above, will be paid for at the contract unit price per each, which price shall be full compensation for furnishing all materials, all documentation and submittals, for all constructing, placing, erecting, installing, connecting and testing, for poles, conduit between structure attachment location as indicated in the plans; wiring between pole-mounted devices and field cabinet; all structure-mounting hardware indicated in the plans, caps, covers, ground wire, ground rods, hardware and for all equipment, tools, labor and incidentals necessary to complete the work and quality assurance, including remote and local control of the camera site complete in place and ready for use.

ITS extension poles, measured as prescribed above, will be paid for at the contract unit price per each, which price shall be full compensation for furnishing all materials, all documentation and submittals, for installing the extension pole, mounting attachments as necessary, adjusting the pole to meet specific project needs, and for all equipment, tools, labor, and incidentals necessary to complete the work and quality assurance.

After the last paragraph of Subsection 634.05 on page 554, add the following.

Sizing poles and their appurtenances to field conditions is the Contractor’s responsibility. No separate payment will be made for designing to meet project specifications and field conditions.

Delete the pay items listed on page 554, and substitute the following.

- 907-634-A: Traffic Signal Equipment Pole, Type \_\_, \_\_’ Shaft, \_\_’ Arm \* - per each
- 907-634-B: Traffic Signal Equipment Pole Shaft Extension, \_\_\_’ \*\* - per each
- 907-634-C: Pole Foundations, Class \_\_\_ Concrete - per cubic yard
- 907-634-D: Slip Casing, \_\_\_” Diameter - per linear foot
- 907-634-E: Camera Pole with Foundation, \_\_\_’ Pole - per each
- 907-634-F: Detector Pole with Foundation, \_\_\_’ Pole - per each
- 907-634-G: Traffic Signal Equipment Pole Mast Arm Extension, \_\_\_’ \*\* - per each
- 907-634-H: ITS Equipment Pole, Structure Mounted, \_\_\_’ Pole - per each
- 907-634-I: Wood Pole, Class \_\_\_ Height \_\_\_’ - per each
- 907-634-J ITS Extension Pole, \_\_\_\_\_’ \*\* - per each
- 907-634-K: Camera Lowering Device - per each

- \* Multiple Arms may be indicated
- \*\* Additional information may be indicated



## 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**

**SUPPLEMENT TO SPECIAL PROVISION NO. 907-701-4**

**DATE: 11/05/2024**

**SUBJECT: Hydraulic Cement**

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

**907-701.04.1--Types of Blended Hydraulic Cement.** After the last paragraph of Subsection 907-701.04.1 on page 1, add the following.

Blended cement Types IL meeting the “HE” high early strength requirement listed in AASHTO M 240, Table 3 shall have the “(HE)” suffix added to the type designation.

# 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. 907-714-3

CODE: (SP)

DATE: 08/31/2021

SUBJECT: Miscellaneous Materials

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

### 907-714.01--Water.

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

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

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

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

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

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

### 907-714.01.6--Blank.

### 907-714.05--Fly Ash.

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

**907-714.13--Geotextiles.**

**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> Sediment Control	II <sup>1</sup> Control	III Drainage	IV Paving	V Separation & Drainage		VI Separation, Stabilization & Reinforcement		VIII High Strength	IX High Strength	Test Method
					Woven	Non-Woven	Woven	Non-Woven			
Grab Strength (lb)	50	90	110	90	200	280	180	450	280	280	ASTM D 4632
Elongation (%)	----	50% max @ 45 lb	20% min	50% min @ break	50% min	50% max	50% min	50% max	50% min	50% min	ASTM D 4632
Seam Strength (lb)	----	----	70	----	180	240	160	400	240	240	ASTM D 4632
Puncture Strength (lb)	----	----	40	----	80	110	75	180	115	115	ASTM D 6241
Trapezoidal Tear (lb)	----	----	40	----	80	100	70	150	100	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	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	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	50% @ 500 hr	ASTM D 4355
Melting Point °(F)	----	----	----	325	----	----	----	----	----	----	ASTM D 276
Minimum Ultimate Tensile Strength <sup>3</sup> (lb/in)	----	----	----	----	----	----	----	----	660	2000	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 Subsection 714.15 on pages 816 and 817 and substitute the following.

**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. 907-720-3

CODE: (IS)

DATE: 07/09/2024

SUBJECT: Pavement Marking Materials

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

Delete Section 720 on pages 840 thru 854, and substitute the following.

## **SECTION 720 - PAVEMENT MARKING MATERIALS**

**907-720.01--General.** The Department reserves the right to perform sampling and testing of any materials at any time. Upon request of the Engineer, samples of the material shall be furnished.

**907-720.02--Color Requirements.** All pavement markings except raised pavement markers are required to meet the color requirements of ASTM D6628.

**907-720.03--Optics.** Optics used in thermoplastic pavement markings shall consist of a double-drop system of glass beads or advanced optics.

**907-720.03.1--Glass Beads.** The manufacturer shall furnish the Engineer with a certified test report indicating that the glass beads meet AASHTO M 247. AASHTO Type 4 beads shall be applied to the newly placed stripe first, followed by the application of AASHTO Type 1 beads. Type 1 and 4 glass beads shall be transparent, clean, colorless glass, smooth and spherically shaped, free from milkiness, pits, or excessive air bubbles. Type 1 and 4 glass beads shall be coated with a bead coating that is compatible with the traffic marking material to which the glass beads will be applied and will provide adequate moisture proofing, increased adhesion, and optimum embedment of the glass beads.

**907-720.03.1.1--Acceptance Procedure.** The Contractor shall furnish the Engineer with a copy of the manufacturer's certified test reports for the lot(s) of materials from which the shipment originated. The test report shall show all the test results for the material properties and characteristics as specified herein. The test report shall state that the material represented by the test results meets all the requirements of the contract. It shall be the Contractor's responsibility to furnish the manufacturer's test report to the Engineer for each shipment of material to the project.

Acceptance sampling and testing will be in accordance with the Materials Division Inspection, Testing, and Certification Manual (Materials Manual). Samples of the material shall be furnished and shall be provided at no cost to the State.

**907-720.03.2--Advanced Optics.** Advanced optics are materials that do not meet the specific requirements of AASHTO M 247 but produce a final drop-on optics system that meets or exceeds

the reflectivity requirements in Special Provision 907-626. Advanced optics shall be a double-drop system that is pre-approved and listed on the Department's Approved Products List.

**907-720.03.2.1--Acceptance Procedure.** The Contractor shall furnish the Engineer with a copy of the manufacturer's certified test reports for the lot(s) of materials from which the shipment originated. The test report shall show all the test results for the material properties and characteristics as specified herein. The test report shall state that the material represented by the test results meets all the requirements of the contract. It shall be the Contractor's responsibility to furnish the manufacturer's test report to the Engineer for each shipment of material to the project.

Acceptance sampling and testing may be conducted at the request of the Engineer. Samples of the material shall be furnished and shall be provided at no cost to the State.

**907-720.04--Thermoplastic Marking Material.**

**907-720.04.1--General.** Thermoplastic marking material shall meet the color requirements of Subsection 907-720.02.

There shall be no obvious change in the color of the material if held at its plastic temperature for a period of four (4) hours nor by reason of four (4) re-heatings to its plastic temperature.

The pavement markings shall maintain its original dimension and placement. The material shall not be slippery when wet and it shall not lift from the pavement in freezing weather.

**907-720.04.2--Extruded Thermoplastic Material.** Extruded thermoplastic pavement marking material shall meet the requirements of AASHTO M 249, and shall meet the requirements of 907-720.04 with the following exceptions:

- Blue - ADA thermoplastic marking material shall meet the requirements of Subsection 907-720.04.2 with the exception that the color shall be Blue – ADA, and the Contractor may use hot applied thermoplastic materials meeting the satisfaction of the Engineer.

**907-720.04.3--Spray-Applied Thermoplastic Material.** Spray-applied thermoplastic pavement marking material shall meet the requirements of AASHTO M 249 and shall meet the requirements of 907-720.04.

**907-720.04.4--Pre-formed Thermoplastic Material.** Heat-fused, pre-formed thermoplastic pavement marking material shall meet the color requirements of 907-720.02.

**907-720.04.5--Acceptance Procedure.** The Contractor shall furnish the Engineer with a copy of the manufacturer's certified test reports for the lot(s) of materials from which the shipment originated. The test report shall show all the test results for the material properties and characteristics as specified herein. The test report shall state that the material represented by the test results meets all the requirements of the contract. It shall be the Contractor's responsibility to furnish the manufacturer's test report to the Engineer for each shipment of material to the project.

**907-720.05--Pavement Marking Tape.**

**907-720.05.1--General.** Pavement marking tape shall be listed on the Department's Approved Lists.

**907-720.05.2--Cold Plastic Pavement Markings (Permanent Pavement Marking Tape).** Pavement marking tape for use in roadway applications shall be designated on the Department's Approved Lists as permanent.

The prefabricated markings described shall consist of white or yellow pigmented plastic films with reflective optics uniformly distributed throughout their entire cross-sectional area, and be capable of being affixed by either a pressure sensitive pre-coated adhesive or a liquid contact cement. The markings shall be provided complete in a form that will facilitate rapid application and protect the markings in shipment and storage. The manufacturer shall identify proper solvents and/or adhesives to be applied at the time of application, all equipment necessary for proper application, and recommendations for application that will assure an effective performance life.

Prefabricated legends and symbols shall conform to the applicable shapes and sizes as outlined in the current "Manual on Uniform Traffic Control Devices."

**907-720.05.2.1--Specific Requirements.** Unless otherwise indicated on the plans, the patterned material without adhesive shall have a minimum caliper of 0.065 inch at the thickest portion of the patterned cross-section and a minimum caliper of 0.020 inch at the thinnest portion of the cross-section. The material shall be a pliant polymer film with 50±15% of the surface are raised and presenting a near vertical face angle of 0° to 60° to traffic from any direction. The channels between the raised areas shall be substantially free of exposed optics or particles.

The size and quality of the optics will be such that performance requirements of Subsection 907-720.02 for the retroreflective pliant polymer film shall be met. The pigments shall be selected and blended to provide a marking film that is white or yellow conforming to the performance requirements of Subsection 907-720.02 through the expected life of the film.

**907-720.05.2.2--Conformability and Resealing.** The marking shall be capable of conforming to pavement contours, breaks, faults, etc. through the action of traffic at normal pavement temperatures.

The marking shall have resealing characteristics that allows it to be capable of fusing with itself and previously applied marking of the same composition under normal conditions of use. The marking shall be capable of use for patching worn areas of the same type in accordance with manufacturer's instructions.

**907-720.05.2.3--Tensile Strength and Elongation.** The material shall have a minimum tensile strength of 40 pounds per square inch of cross section when tested according to ASTM D 638. A 6-inch x 1-inch x 0.06-inch sample shall be tested at a temperature between 70°F and 80°F using a jaw speed of 12 inches per minute.

The material shall have a minimum elongation of 75% at break when tested according to ASTM D 638 using a jaw speed of 12 inches per minute.

**907-720.05.2.4--Skid Resistance.** The surface of the material shall provide a minimum skid resistance value of 45 BPN when tested according to ASTM E 303 except values will be taken at downweb and at a 45-degree angle from downweb. These two values will then be averaged to find the skid resistance of the patterned surface.

**907-720.05.2.5--Effective Performance Life and Warranty.** When applied according to the recommendations of the manufacturer the pavement marking tape shall provide a neat and durable marking that will not flow or distort due to temperature if the pavement surface remains stable. The film shall be weather resistant and through normal traffic wear shall show no appreciable fading, lifting, or shrinkage throughout the useful life of the marking, nor shall it show significant tearing, roll back, or other signs of poor adhesion.

All manufacturer's standard warranties and guarantees on pavement marking tape, which are provided as customary trade practice, shall be delivered to the Engineer at the final inspection. All warranties and guarantees shall be made out to the Department.

**907-720.05.2.6--Acceptance Procedure.** The Contractor shall furnish the Engineer with a copy of the manufacturer's certified test reports for the lot(s) of materials from which the shipment originated. The test report shall show all the test results for the material properties and characteristics as specified herein. The test report shall state that the material represented by the test results meets all the requirements of the contract. It shall be the Contractor's responsibility to furnish the manufacturer's test report to the Engineer for each shipment of material to the project.

Acceptance sampling and testing will be in accordance with the Materials Division Inspection, Testing, and Certification Manual (Materials Manual). Samples of the material shall be furnished and shall be provided at no cost to the State.

**907-720.05.3--Preformed Pavement Markings for Construction Zones.** Preformed pavement markings for construction zones shall be designated Department's Approved Lists as temporary. Retroreflective preformed pavement markings for construction zones shall be as specified on the plans or in the contract documents.

The markings shall be provided in specified widths and shapes. Preformed words and symbols shall conform to the applicable shapes and sizes as outlined in the current "Manual on Uniform Traffic Control Devices for Streets and Highways," or as modified.

The materials shall be packaged in accordance with accepted commercial standards and when stored indoors in a cool dry place, shall be suitable for use one year after date of purchase.

**907-720.05.3.1--Specific Requirements.** Preformed markings shall consist of retroreflective materials on a conformable backing and shall meet the performance requirements of Subsection 907-720.02. The markings shall consist of a mixture of high-quality polymeric materials, pigments, and optics with a reflective layer of optics bonded to the top surface. The markings shall

be pre-coated with a pressure sensitive adhesive capable of adhering to pavement in accordance with the manufacturer's instructions without the use of heat, solvents, or other additional adhesives. The markings and/or adhesive shall not require any curing time after application. A coated non-metallic medium shall be incorporated with the pressure sensitive adhesive to facilitate removal.

**907-720.05.3.2--Acceptance Procedure.** The Contractor shall furnish the Engineer with a copy of the manufacturer's certified test reports for the lot(s) of materials from which the shipment originated. The test report shall show all the test results for the material properties and characteristics as specified herein. The test report shall state that the material represented by the test results meets all the requirements of the contract. It shall be the Contractor's responsibility to furnish the manufacturer's test report to the Engineer for each shipment of material to the project.

**907-720.06--Raised Pavement Markers.**

**907-720.06.1--General.** Pavement markers shall be listed on the Department's Approved Lists and shall conform to ASTM D 4280.

**907-720.06.2--Packaging.** Shipments shall be made in containers acceptable to common carriers and packaged in such a manner as to ensure delivery in perfect condition. All damaged shipments shall be replaced by the Contractor. Each package shall be clearly marked as to the name of the manufacturer, type, quantity enclosed, lot number, and date of manufacture.

**907-720.06.3--Non-Reflective Pavement Markers.** Non-reflective pavement markers are occasionally referred to as "jiggle markers". Non-reflective markers consisting of a heat-fired, vitreous, ceramic base, and a heat-fired, opaque, glazed surface are permitted for use; the bottom of the marker shall not be glazed. Ceramic markers shall be produced from any suitable combination of intimately mixed clays, shales, talcs, flints, feldspars, or other inorganic material. Ceramic markers shall be thoroughly and evenly matured, and all non-reflective pavement markers shall be free from defects which affect appearance or serviceability.

Ceramic non-reflective markers shall conform to the following finish and testing requirements in Table 2 below.

**Table 2**

<b>Ceramic Non-Reflective Marker Requirements</b>	
Glaze Thickness	0.005 inch, minimum
Mohs Hardness	6, minimum
Autoclave	Glaze shall not spall, craze, or peel.
Compressive Strength	750 psi, minimum
Water Absorption	2.0%, maximum

**907-720.06.4--Acceptance Procedure.** The Contractor shall furnish the Engineer with a copy of the manufacturer's certified test reports for the lot(s) of materials from which the shipment originated. The test report shall show all the test results for the material properties and characteristics as specified herein. The test report shall state that the material represented by the test results meets all the requirements of the contract. It shall be the Contractor's responsibility to



furnish the manufacturer's test report to the Engineer for each shipment of material to the project.

**907-720.07--Adhesive for Pavement Markers.**

**907-720.07.1--General.** The adhesive shall be listed on the Department’s Approved Lists and shall be an asphaltic material suitable for bonding pavement markers to surfaces when the road surface and marker temperatures are in the range of 50°F to 160°F. The composition of the adhesive must be such that its properties will not deteriorate when heated to and applied at temperatures up to 425°F. Samples may be submitted in the form of an adhesive testing package from each batch or material obtained from a package shipped to the project.

**907-720.07.2--Packaging and Labeling.** The adhesive shall be packaged in self-releasing cardboard containers that will stack properly. The label shall show the manufacturer, quantity, and lot or batch number. "Adhesive for Pavement Markers" or "Adhesive for Traffic Markers" shall be printed in bold lettering on the label.

**907-720.07.3--Bituminous Adhesive.** The asphaltic adhesive material shall be flexible type.

**907-720.07.3.1--Flexible Bituminous Adhesive.** Flexible bituminous adhesive shall be designated on the Department’s Approved Lists as flexible and shall comply with requirements of Table 3 below.

**Table 3**

<b>Flexible Bituminous Adhesive Properties</b>			
	Min	Max	Test Method
Penetration @ 77°F	-	25	ASTM D 5
Softening Point, °F	200	-	ASTM D 36
Brookfield Viscosity @ 400°F, cp.	-	10,000	ASTM D 3236
Ductility @ 77°F, 5 cm/min	15	-	ASTM D 113
Ductility @ 39.2°F, 1 cm/min	5	-	ASTM D 113
Asphalt Compatibility	Pass		ASTM D 5329
Flexibility @ 20°F	Pass		Per Subsection

**907-720.07.4--Acceptance Procedure.** The Contractor shall furnish the Engineer with a copy of the manufacturer's certified test reports for the lot(s) of materials from which the shipment originated. The test report shall show all the test results for the material properties and characteristics as specified herein. The test report shall state that the material represented by the test results meets all the requirements of the contract. It shall be the Contractor's responsibility to furnish the manufacturer's test report to the Engineer for each shipment of material to the project.

Acceptance sampling and testing will be in accordance with the Materials Division Inspection, Testing, and Certification Manual (Materials Manual). Samples of the material shall be furnished and shall be provided at no cost to the State.

**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. 907-803-5

**DATE:** 09/09/2024

**SUBJECT:** Test Piles

Before Subsection 907-803.03.1.9.3.3 on page 1, add the following.

**907-803.03.1.9.3.2—Contractor Requirements.** Delete Subparagraph (c) in Subsection 907-803.03.1.9.3.3 and substitute the following.

- (c) Supply a manlift and qualified personnel to operate the manlift for attaching dynamic monitoring instrumentation to the test piles. The Contractor shall make one of their personnel available to operate the manlift for Department personnel to place the transducers on the piles after the piles have been placed in the leads.

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-803-5

CODE: (IS)

DATE: 01/08/2020

SUBJECT: Test Piles

Section 803, Deep Foundations, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

## **907-803.03--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 two 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.

## **907-803.04--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, and 803-J 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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-804-11

DATE: 09/26/2023

SUBJECT: Concrete Bridges and Structures

Before Subsection 907-804.02.10 on page 1, add the following.

**907-804.02.8--Laboratory Accreditation.** Delete Table 1 in Subsection 804.02.8 on page 938, and substitute the following.

Table 1

AASHTO: R 39	Making and Curing Concrete Test Specimens in the Laboratory
AASHTO: R 60	Sampling Freshly Mixed Concrete
AASHTO: R 76	Reducing Samples of Aggregate to Testing Size
AASHTO: R 90	Sampling Aggregates Products
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 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 **

After the last paragraph of Subsection 907-804.02.10 on page 2, add the following.

**907-804.02.10.1--Proportioning of Hydraulic Cement Concrete Mixture Design.**

**907-804.02.10.1.1--Proportioning on the Basis of Previous Field Experience of Trial Mixtures.** Delete paragraph (c) of Subsection 804.02.10.1.1 on page 942, and substitute the following.



- (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.

Delete Subsection 907-804.02.12 on pages 2 and 3, and substitute the following.

**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.

**907-804.02.12.5--Non-Conforming Materials.** Delete Table 4 in Subsection 804.02.12.5 on page 950, and substitute the following.

**Table 4**  
**CONTRACTOR'S MINIMUM REQUIREMENTS FOR QUALITY CONTROL**

Hydraulic Cement Concrete		
Control Requirement	Frequency	AASHTO/ASTM
<b>A. PLANT AND TRUCKS</b>		
1. Mixer Blades	Monthly	
2. Scales		
a. Tared	Daily	
b. Calibrate	Every 6 months	
c. Check Calibration	Weekly	
3. Gauges & Meters - Plant & Truck		
a. Calibrate	Every 6 months	
b. Check Calibration	Weekly	
4. Admixture Dispenser		
a. Calibrate	Every 6 months	
b. Check Operation & Calibration	Daily	
<b>B. AGGREGATES</b>		
1. Sampling		T 2
2. Fine Aggregate		
a. Gradation / FM	250 yd <sup>3</sup> concrete	T 27
b. Moisture	Check meter against test results weekly	T 255
	2500 yd <sup>3</sup> concrete	
c. Specific Gravity / Absorption		T 84
3. Coarse Aggregates		
a. Gradation	250 yd <sup>3</sup> concrete	T 27
b. Moisture	Minimum of once daily or more as needed to control production. Check meter against test results weekly.	T 255
c. 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	T 85
<b>C. PLASTIC CONCRETE</b>		
1. Sampling	First load then one per 50 yd <sup>3</sup>	R 60
2. Air Content	First load then one per 50 yd <sup>3</sup>	T 152 or T 196
3. Slump	100 yd <sup>3</sup> or when cylinders are made	T 119
4. Density (Unit Weight)	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.	T 121
5. Compressive Strength		T 22, T 23, T 231
6. Yield	Each 400 yd <sup>3</sup> Concrete	T 121
7. Temperature	With each sample	T 309

Delete Subsection 804.02.13.1.7 on page 954 and substitute the following.

**907-804.02.13.1.7--Blank.**

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-804-11

CODE: (IS)

DATE: 05/05/2021

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 804 and perform normal Quality Control functions in accordance with Table 4, Contractor’s Minimum Requirements for Quality Control, Items A and B.

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>
610	High Tension Cable Barrier

907-804.02.6--Classification and Uses of Concrete. After the last class of concrete listed in Section 804.02.6 on page 938, add the following.

- 10) Class BDX - Concrete for bridge decks (4,500 psi)

907-804.02.10--Hydraulic Cement Concrete Mixture Design. Add the following to Table 3 in Subsection 804.02.10 on page 941.

BDX	Bridge Deck <sup>1</sup>	57 or 67	0.42-0.45	4500	5 [-2.5]	4.5±1.5 6.5±1.5	N/A
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Delete footnote 1 of Table 3 in Subsection 804.02.10 on pages 941 & 942 and substitute the following.

<sup>1</sup> An approved synthetic structural fiber meeting the requirements of Subsection 711.04 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.

For Class BD, the maximum cementitious material content shall be 550 pounds per cubic yard

For Class BDX, the maximum cementitious material content shall be 564 pounds per cubic yard.

Delete footnote 3 of Table 3 in Subsection 804.02.10 on page 942 and substitute the following:

- <sup>3</sup> The design slump selected by the Contractor for the mixture design approval is the maximum slump permitted.

Delete the last sentence of the first paragraph on page 942 and substitute the following.

Other hydraulic cements may be used in accordance with the specifications listed in Section 701. 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 in Table 3.

**907-804.02.12--Contractor's Quality Control.** Delete Table 4 in Subsection 804.02.12.5 on page 950, and substitute the following.

**Table 4  
CONTRACTOR’S MINIMUM REQUIREMENTS FOR QUALITY CONTROL**

Hydraulic Cement Concrete		
Control Requirement	Frequency	AASHTO/ASTM
<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	T 2  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. Density (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 T 22, T 23, 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		T 2
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.	T 22, T 23, T 231
6. Temperature	With each sample	T 309

**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 ( $\pm 3\%$ ) 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 ( $\pm 3\%$ ).

**907.804.02.13.1.7--Static Segregation.** Delete the second sentence of Subsection 804.02.13.1.7 on page 954 and substitute the following.

If the static segregation of the concrete mixture design exceeds this requirement, the mixture design shall be adjusted by a Class III Certified Technician representing the Contractor to ensure a static segregation in conformance with the requirement in Table 3.

**907-804.03--Construction Requirements.** 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.

**907-804.05--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 PROVISIONS NO. 907-823-8

CODE: (SP)

DATE: 08/06/2024

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, Type II, or Type III 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"). Type III shall be used for joint openings greater than two and one-half inch (2½"), with the maximum joint opening being three and one-half inch (3½"). In cases where the joint opening (design width "A" plus seat widths on both sides of the joint opening) is greater than four inches (4"), 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:**  
907-808-4022 JOINT REPAIR

**Description:** Shall include the work necessary to repair joints in preparation for the placement of new expansion material. Preparation shall include the removal of old expansion material, removal of existing silicone seal, compression and AC sealed joint materials will not be paid for directly and shall be considered as part of the preparation work. The contractor shall be responsible for any trash and debris (including but not limited to compacted dirt, vegetation and trees) located at any depth within the joint shall be included under this item of work. All other requirements shall be included under the item of work. Refer to 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.

907-808-4023 JOINT REPAIR WITHOUT EPXY

**Description:** Shall include the work necessary to repair joints in preparation for the placement of new expansion material, as designated in the Detail Drawings. Preparation shall include the removal of old expansion material, removal of existing silicone seal, compression and AC sealed joint materials shall be included under this item of work. Removal of joint materials and any trash and debris (including but not limited to compacted dirt, vegetation and trees) located at any depth within the joint 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.

907-823-4001 SAW CUT, TYPE I

**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 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 Obtain The Manufacturer's Recommendations.

907-823-4002 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 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 Obtain The Manufacturer's Recommendations.

907-823-4003 PREFORMED JOINT SEAL, TYPE I

**Description:** Shall include the manufacturer's required joint preparation for the placement of the joint seal. The contractor shall be responsible for any trash and debris (including but not limited to compacted dirt, vegetation and trees) located at any depth within the joint 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 Centerline Joint.

907-823-4003 PREFORMED JOINT SEAL, TYPE II

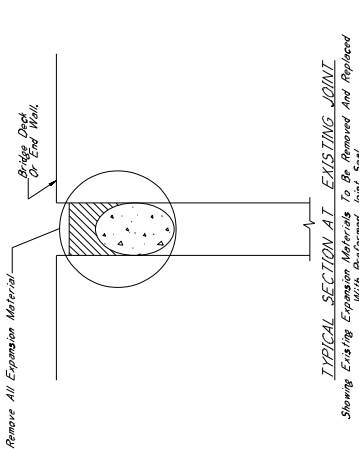
**Description:** Shall include the manufacturer's required joint preparation for the placement of the joint seal. The contractor shall be responsible for any trash and debris (including but not limited to compacted dirt, vegetation and trees) located at any depth within the joint shall be included under 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 Centerline Joint.

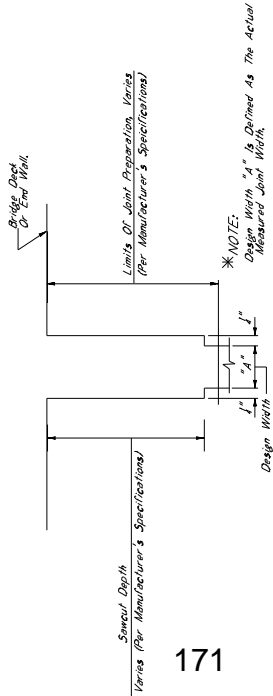
**EPXY MORTAR AND POLYMER CONCRETE NOTES:**  
Epoxy Mortar Or Polymer Concrete May Be Used, Containing A Minimum Of 5% Air, As Specified In Section 808 of the Specifications.

**GENERAL NOTES:**

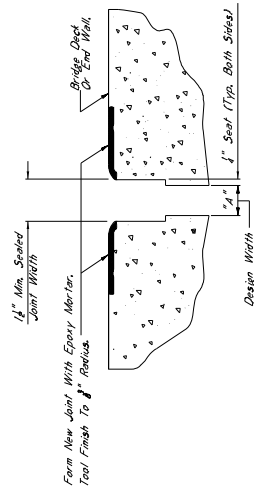
1. Specifications, Materials: Standard Specifications For Road And Bridge Construction, 2012.
2. No Change Of Plans Will Be Permitted Except By Written Approval Of The Director Of Structures, State Bridge Engineer. Any Change To The Bridge Design Engineer Provided Such Changes Will Not Be Cause For Contract Price Adjustment. Work For Which No Pay Item Is Provided In The Proposal Will Be Considered As Part Of The Contract Price. Work For Which No Pay Item Is Provided In The Proposal Will Be Considered As Part Of The Contract Price.



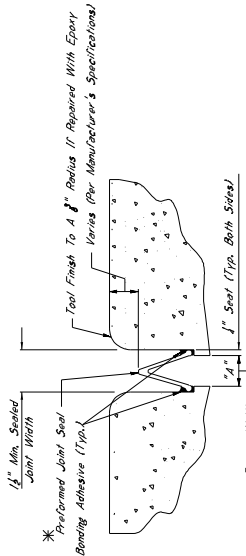
**TYPICAL SECTION AT EXISTING JOINT**  
Showing Existing Expansion Materials To Be Removed And Replaced With Preformed Joint Seal



**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

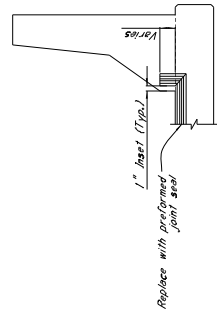


**TYPICAL SECTION AT SAWCUT & JOINT REPAIR**  
Showing Area Where Repairs Are Made After Sawcut With Epoxy Mortar Or Approved Equivalent



**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. Silcoflex Joint Sealing System Manufactured By R.J. Watson, Inc. In Aloha, NY [www.rjwatson.com](http://www.rjwatson.com)
    - B. Wiglo SSS Joint Sealing System Manufactured By SSI Commercial & Highway Construction Materials [www.ssi.com](http://www.ssi.com)
    - C. Silseal SSS Silicone Strip Seal Manufactured By SSI Commercial & Highway Construction Materials [www.ssi.com](http://www.ssi.com)
  2. For Estimating Purposes, The R.J. Watson Silcoflex Joint Sealing System Was Selected. However, Should Another Supplier Be Chosen, It Is The Contractor's Responsibility To Obtain The Manufacturer's Specifications And Obtain Approval For Joint Preparation, Installation Details And Details, Adhesive Setting Times, And Any Other Variances Between The Specifications Provided By The Manufacturer, To Ensure That The Contractor Is Properly Sourced In Installation Of The Joint Sealant Material.
  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 Material. The Sealant Material Shall Be Applied To The Joint Sealant Groove. For Design Widths Greater Than Or Equal To 2" Width, The Maximum Design Width With The Maximum Design Width Being 3" In Cases Where Design Widths Are Greater Than 3". In Other Cases, The Expansion Material Shall Be Applied As Specified In The Manufacturer's Specifications. The Contractor Shall Be Responsible For The Width Of The Joint.



**ELEVATION AT END OF SPAN**

NOTES ON ASSOCIATED ITEMS OF WORK:

907-808-1002 JOINT REPAIR

**Description:** Shall include the work necessary to repair joints in preparation for the placement of new expansion material. Seal materials and all trash and debris (including but not limited to compacted dirt, vegetation and trash) located at any depth within the joint shall be included under this item of work. Epoxy mortar shall also be included under this item of work. Epoxy mortar shall be applied to the joint and materials will not be paid for directly and shall be considered as applied 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.

**Base 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.

907-808-1003 JOINT REPAIR WITHOUT EPOXY

**Description:** Shall include the work necessary to repair joints in preparation for the placement of new expansion material. Of Existing Silicone Sealed, Compression and AC Sealed Joint Materials Shall Be Included Under This Item Of Work. Removal Of Joint Materials And Any Trash And Debris (Including But Not Limited To Compacted Dirt, Vegetation And Trash) Located At Any Depth Within The Joint Shall Be Included Under This Item Of Work. All Other Requirements Shall Be In Accordance With The Provisions Of Section 808 Of The Specifications And Any Other Sections Specified Therein.

**Base 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.

907-823-1001 SAW CUT, TYPE I  
907-823-1002 SAW CUT, TYPE II  
907-823-1003 SAW CUT, TYPE III

**Description:** The Saw Cut Depth Shall Be Equivalent To The Installation Depth Of The Sealant. The Sealant Shall Be Applied To The Preformed Joint Seal Selected.

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

907-823-1001 PREFORMED JOINT SEAL, TYPE I  
907-823-1002 PREFORMED JOINT SEAL, TYPE II  
907-823-1003 PREFORMED JOINT SEAL, TYPE III

**Description:** Shall include the manufacturer's required joint preparation including sandblasting both sides of the joint and blowing the joint free of debris with compressed air and placement of the new preformed joint seal.

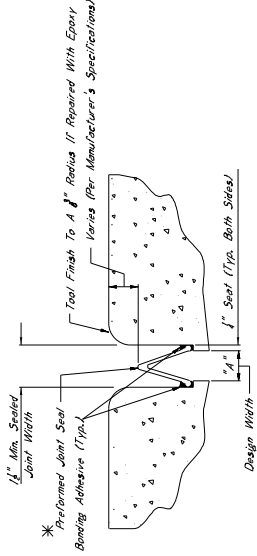
**Base of Payment:** The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Centerline Joint.

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: Massachusetts Standard Specifications For Road And Bridge Construction, 2017.
2. No Change Of Plans Will Be Allowed Except By Written Order From The Engineer. Any Change Of Design Or Construction Procedure May Be Authorized By The Bridge Engineer Provided Such Changes Will Not Be Cause For Contract Price Adjustment. Request Will Not Be Paid For Directly And Shall Therefore Be Considered An Absorbed Item Of Work.

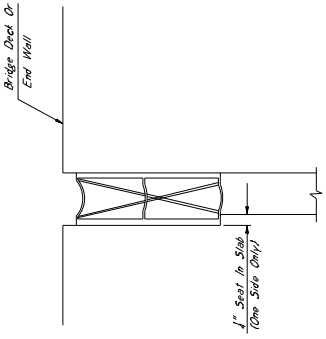


TYPICAL SECTION AT SAWCUT & SEALED JOINT

Showing Sealed Joint After Saws Cut And Repair With Epoxy Mortar

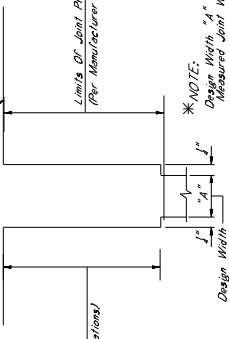
\*NOTES:

1. The Preformed Joint Seal Shall Be One Of The Following, Installed According To The Manufacturer's Specifications:
  - A. Silaflex Joint Sealing System Manufactured By R.J. Watson, Inc. In Aiken, SC www.rjwatson.com
  - B. Welo SPS Joint System Manufactured By Welo Bauform Acem Corporation In Amherst, NY www.welobauform.com
  - C. Sigmac SSS Silicone Strip Seal Manufactured By SSI Commercial & Highway Construction Materials www.ssi.com
2. For Existing Joints, The R.J. Watson Silaflex Joint Sealing System Was Selected. However, Should Another Supplier Be Chosen, It Is The Contractor's Responsibility To Ensure That The Manufacturer's Recommendations Are Followed. The Manufacturer's Recommendations Shall Be Included In The Bid Documents. Any Other Variance Between The Specifications Provided By The Manufacturer, A Manufacturer Representative Shall Be Present At The Time Joint Sealing Begins. A Manufacturer Representative Shall Be Present At The Time Joint Sealing Begins. The Contractor Is Properly Scheduled In Installation Of The Joint Material.
3. Joints Shall Be Sealed At Their Depth Widths. Dimension "A", Which Is Defined As The Actual Width Of The Joint Opening, This Width Does Not Account For The Seal Applied On Both Sides Of The Joint. The Preformed Joint Seal, Type I, Shall Be Four Depth Widths Greater Than Or Equal To The Joint Width. The Preformed Joint Seal, Type II, Shall Be Five Depth Widths Greater Than Or Equal To The Joint Width. The Preformed Joint Seal, Type III, Shall Be Six Depth Widths Greater Than Or Equal To The Joint Width. The Preformed Joint Seal, Type III, Shall Be Used For Joints With Greater Than Eight (8) Depth Widths. The Contractor Shall Be Responsible For Ensuring That The Sealant Is Applied To The Joint Opening. The Contractor Shall Be Responsible For Ensuring That The Sealant Is Applied To The Joint Opening. The Contractor Shall Be Responsible For Ensuring That The Sealant Is Applied To The Joint Opening.



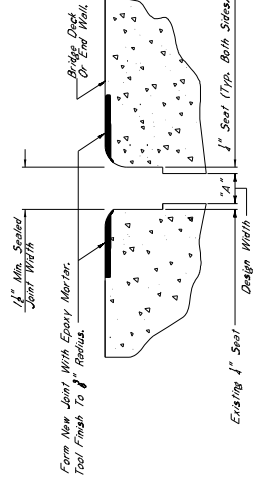
TYPICAL SECTION AT EXISTING JOINT

Showing Existing Epoxy Mortar 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 Saws Cut



TYPICAL SECTION AT SAWCUT & JOINT REPAIR

Showing Epoxy Mortar To Be Applied After Saws Cut With Epoxy Mortar Or Approved Equipment

**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, as diagramed in the detail drawings provided. Epoxy mortar of existing silicone based composition and AC sealed joint materials will not be paid for directly. Removal of joint materials as diagramed under this item of work. Removal of joint materials shall be included under this item of work. All other requirements shall be included under this item of work. See 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 diagramed in the detail drawings provided. Removal of joint materials will not be paid for directly and shall be considered as assigned under this item of work. Removal of joint materials shall be included under this item of work. All other requirements shall be included under this item of work. See 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.

907-803-8001 SAW CUT, TYPE I,  
907-803-8002 SAW CUT, TYPE II,  
907-803-8003 SAW CUT, TYPE III

**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 Performer 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. Responsibility To Ensure That The Project Depth Is Selected Based On The Manufacturer's Recommendations.

907-803-4001 PREFORMED JOINT SEAL, TYPE I,  
907-803-4002 PREFORMED JOINT SEAL, TYPE II,  
907-803-4003 PREFORMED JOINT SEAL, TYPE III

**Description:**

Shall include the manufacturer's required joint preparation free of debris with compressed air and placement of the joint preformed joint seal.

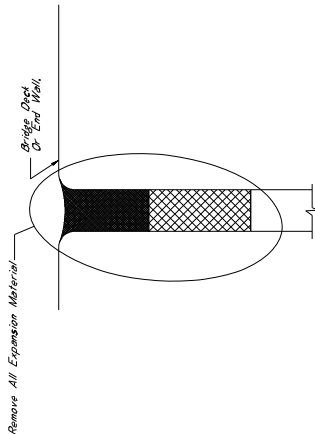
**Basis Of Payment:**

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

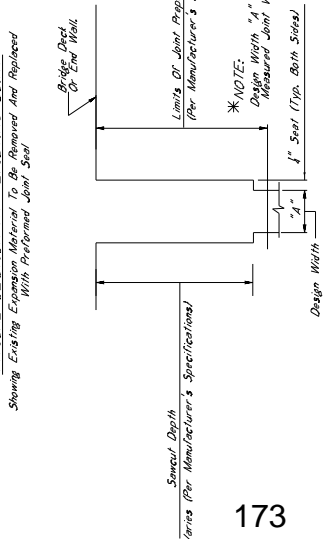
**EPOXY MORTAR AND POLYMER CONCRETE NOTES:**  
Either Epoxy Mortar Or Polymer Concrete May Be Used. Guidelines For Selection Of Materials Can Be Found In Section 808 of the Specifications.

**GENERAL NOTES:**

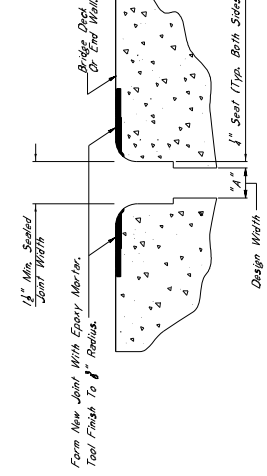
- Specifications, Messing, Standard Specifications For Road And Bridge Construction, 2017.
- No Change Of Plans Will Be Permitted Except By Written Approval Of The Director Of Structures, State Bridge Engineer. Any Change To The Specifications Shall Be Authorized By The Bridge Engineer Provided Such Changes Will Not Be Cause For Contract Price Adjustment.
- Work For Which No Pay Item Is Provided In The Proposal Will Be Considered Unallowable And Shall Therefore Be Considered An Abstract Item Of Work.



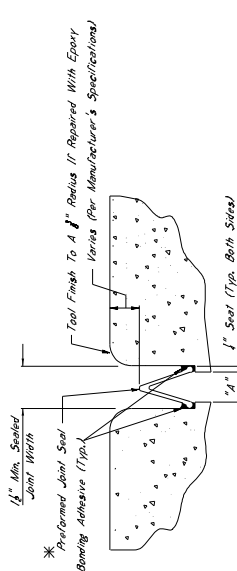
**TYPICAL SECTION AT EXISTING JOINT**  
Showing Existing Expansion Material To Be Removed And Replaced With Preformed Joint Seal



**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



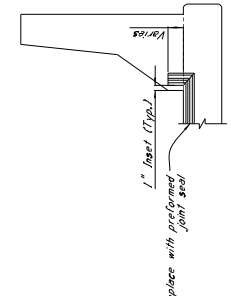
**TYPICAL SECTION AT SAWCUT & JOINT REPAIR**  
Showing Area Where Repairs Are Made After Sawcut With Epoxy Mortar Or Approved Equivalent



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

\*NOTES:  
1. The Preformed Joint Seal Shall Be One Of The Following, Installed According To The Manufacturer's Specifications:  
A. Silicone Joint Sealing System Manufactured By R-L Watkon, Inc. In Arden, NY www.rlwatkon.com  
B. Welo SPS Joint System Manufactured By Watkon-Bowman Acme Corporation In Amherst, NY www.watkon.com  
C. Silicone 555 Silicone Strip Seal Manufactured By SSI Commercial & Highway Construction Materials www.ssi.com

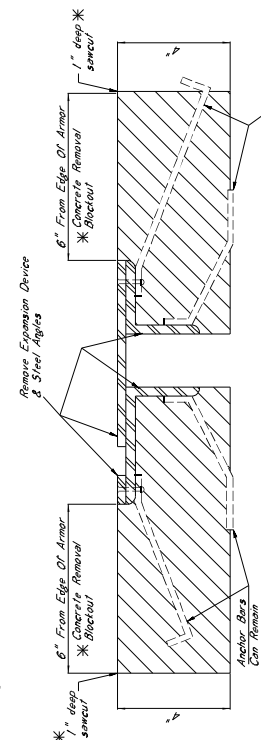
- For Existing Repairs, The R-L Watkon Silicone Joint Sealing System Will Be Specified However, Should Another Supplier Be Chosen, It Is The Contractor's Responsibility To Ensure That The Manufacturer's Recommendations Are Followed. Any Other Variance Between The Specifications Provided By The Manufacturer And A Manufacturer Representative Shall Be Payment At The Time Joint Sealing Bidding Materials That The Contractor Is Properly Sealed In Installation Of The Joint Material.
- This Seal Be Sealed At The Joint Opening, The Width Does Not Account For The Seal Required On Both Sides Of The Joint. The Preformed Joint Seal, Type I, Shall Be Used Where Widths Are Equal To Or Greater Than The Minimum Required Depth Width. Type II, Shall Be Used For Depth Greater Than 2" (Typ. III Shall Be Used For Depth Greater Than 2"). The Minimum Design Depth Shall Be 2". The Minimum Design Depth Shall Be 2". The Contractor Shall Be Responsible For The Responsibility To Ensure That The Size Selected Is Appropriate For The Width Of The Joint.



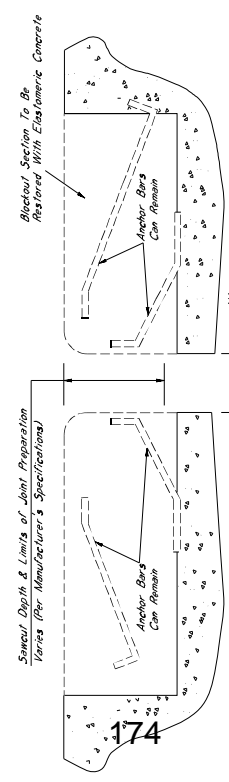
**ELEVATION AT END OF SPAN**

**\* 1" SAWCUT NOTES:**  
 All 1" Sawcuts Shall Be Considered An Absorbed Item of Work. The Contractor Shall Verify Depth of Reinforcing Steel Before Making Any Sawcuts. The Depth of the Reinforcing Steel Shall Be Repaired To The Satisfaction Of The Engineer At No Cost To The State.

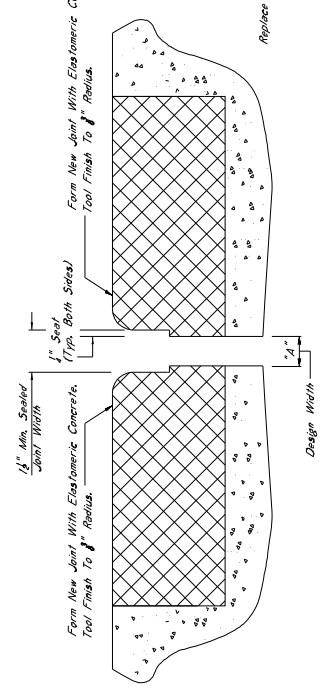
**\* CONCRETE REMOVAL BLOCKOUT NOTES**  
 Removal Of The Concrete Blockout Area Shall Be Considered An Absorbed Item Of Work Under Pay Item 202-B168. The Contractor Shall Use A Minimum of 1" Longer Than 300 Lbs. To Complete This Work.



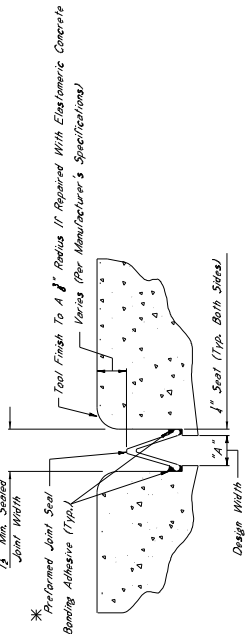
**TYPICAL SECTION AT EXISTING JOINT**  
 Showing Existing Expansion Device To Be Removed And Replaced With Performed Joint Seal



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



**TYPICAL SECTION AT SAWCUT & JOINT REPAIR**  
 Showing Area Where Repairs Are Made After Sawcut With Elastomeric Concrete

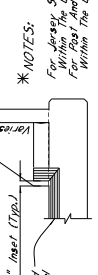


**TYPICAL SECTION AT SAWCUT & SEALED JOINT**  
 Showing Sealed Joint After Sawcut And Repair With Elastomeric Concrete

**\* NOTES:**  
 1. The Performed Joint Seal Shall Be One Of The Following, Installed According To The Manufacturer's Specifications:  
 A. Silflex Joint Sealing System Manufactured By R.L. Watson, Inc. In Alden, NY  
 B. Wabco SFS Joint System Manufactured By Watson Bowman Acme Corporation In Amherst, NY  
 C. Sigacon SSS Silicone Strip Seal Manufactured By SSI Commercial & Highway Construction Materials

2. For Estimating Purposes, The 1/2" Wide Silflex Joint Sealing System Was Selected. However, Should Another Sealant 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, A Manufacturer Representative Shall Be Present At The Time Joint Sealing Begins. Materials That The Contractor Is Properly Selected In Installation Of The Joint

3. The Actual Width Of The Joint Openings, The Width Does Not Account For The Seal Applied On Both Sides Of The Joints. Performed Joint Seal, Type I, Shall Be Used On Joints That Measure From Equal To Greater Than 1/2" To 1" In Seal Width. Seal Type III Shall Be Used For Design Width Greater Than 1" In Seal Width. The Minimum Design Width Between Cores and Seal Widths Are Greater Than The Design Width. The Contractor Shall Be Responsible For The Contractor's Responsibility To Ensure That The Size Selected Is Appropriate For The Width Of The Joint.



**ELEVATION AT END OF SPAN**

**NOTES ON ASSOCIATED ITEMS OF WORK:**  
 202-B169 REMOVAL OF EXISTING JOINT MATERIAL

**Description:**  
 Shall Include The Removal Of Material Associated With Armor, Slabbing, Patching, and Repairs. Joints As Designated In The Detail Drawings Provided. Removal Of The Concrete Blockout Area Shall Be Absorbed Under This Item of Work. Other Joint Types Shall Not Be Included Under This Item of Work. The Contractor Shall Remove All Equipment, Removal of Joint Material And Any Trash And Debris (Including But Not Limited To Compacted Dirt, Vegetation And Trash) Located At Any Depth Within The Joint Shall Be Included Under This Item of Work.

**Basis Of Payment:**  
 Removal of Armor And Slabbing Patch Joint Material Will Be Paid For In Linear Feet At The Contract Unit Price. The Contractor Shall Be Responsible For The Removal Of The Centerline Joint, While Removal Of Nonarmor Joint Material Will Only Be Paid For As The Length Along The Centerline Of The Joint.

907-823-0001 SAW CUT, TYPE I,  
 907-823-0002 SAW CUT, TYPE II,  
 907-823-0003 SAW CUT, TYPE III

**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 The Contract Unit Price Along The Length Of The Bridge Deck On Each Side Of The Centerline Joint.

907-823-0001 PREFORMED JOINT SEAL, TYPE I,  
 907-823-0002 PREFORMED JOINT SEAL, TYPE II,  
 907-823-0003 PREFORMED JOINT SEAL, TYPE III

**Description:**  
 Shall Include The Manufacturer's Required Joint Preparation Including Sandblasting Both Sides Of The Joint And Blowing The Joint Free Of Debris With Compressed Air And Placement Of The New Performed 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 ANCHIES**

907-824-0007 BRIDGE REPAIR, ELASTOMERIC CONCRETE

**Description:**  
 Elastomeric Concrete Shall Be One Of The Following Products, Installed According To The Manufacturer's Specifications:  
 A. Poly-Ton Elastomeric Concrete Manufactured By R.L. Watson, Inc. In Alden, NY  
 B. WabcoCrete II Manufactured By Watson Bowman Acme Corporation In Amherst, NY  
 C. Ductcrete Elastomeric Concrete Manufactured By The D.S. Brown Company In North Billmers, OH  
 www.dsbrown.com

**Basis Of Payment:**  
 The Accepted Quantities Will Be Paid For In Cubic Yards At The Contract Unit Price.

**GENERAL NOTES:**

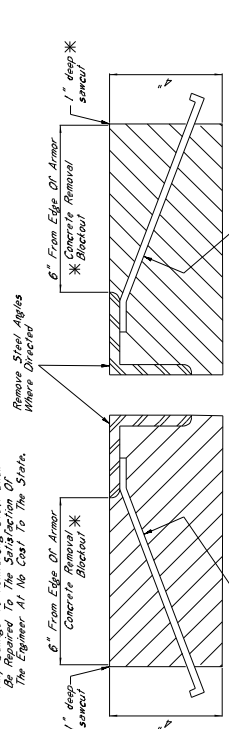
1. Specifications: Massachusetts Standard Specifications For Road And Bridge Construction, 2017.
2. Approval Of The Director Of Structures, State Bridge Engineer, May Be Authorized By The Bridge Engineer Provided Such Changes Work For Which No Pay Item Is Provided In The Proposal Will Not Be Paid For Directly And Shall Therefore Be Considered An Absorbed Item of Work.

**\* 1" SAWCUT NOTES:**

All 1" Saws will be considered an integral item of work. The Contractor shall be responsible for the depth of the sawcut. The Contractor shall be responsible for the depth of the sawcut. The Contractor shall be responsible for the depth of the sawcut. The Contractor shall be responsible for the depth of the sawcut.

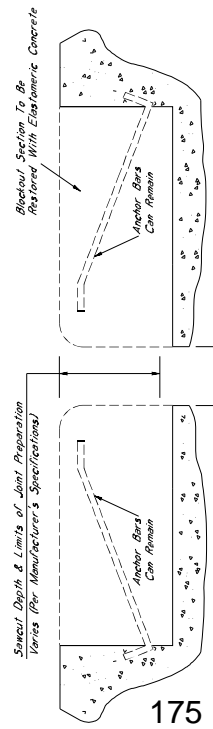
**\* CONCRETE REMOVAL BLOCKOUT NOTES**

Removal of the concrete blockout area shall be considered an integral item of work. The Contractor shall be responsible for the depth of the sawcut. The Contractor shall be responsible for the depth of the sawcut. The Contractor shall be responsible for the depth of the sawcut.



**TYPICAL SECTION AT EXISTING JOINT**

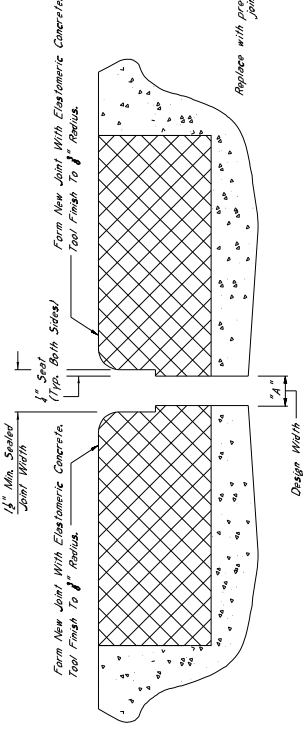
Showing Existing Section To Be Removed And Replaced With Preformed Joint Seal



\* NOTE: Design Width "A" is Defined As The Actual Measured Joint Width.

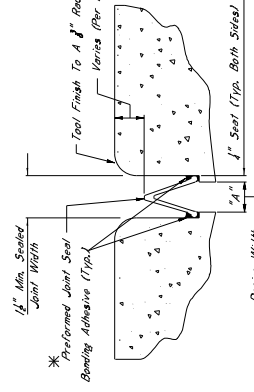
**TYPICAL SECTION AT JOINT AFTER REMOVAL OF EXISTING SEAL**

Showing Limits Of Joint Preparation For Application Of New Joint Seal Materials



**TYPICAL SECTION AT SAWCUT & JOINT REPAIR**

Showing Area Where Repairs Are Made After Sawcut With Elastomeric Concrete



**TYPICAL SECTION AT SAWCUT & SEALED JOINT**

Showing Sawcut Above The Seal and Repair With Elastomeric Concrete

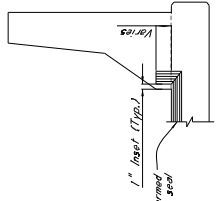
\* NOTES:  
1. The Preformed Joint Seal Shall Be One Of The Following, Installed According To The Manufacturer's Specifications:  
A. Silcoflex Joint Sealing System  
www.silcoflex.com  
B. Welo SPS Joint Sealing System  
www.weloseal.com  
C. Slope SSS Silicone Strip Seal  
www.sssinc.com

2. For Estimating Purposes, The RJ Watson Silcoflex Joint Sealing System Was Used For Design Purposes. The Manufacturer's Recommendations Are Followed For Joint Preparation, Installation, Drying And Curing, Adhesive, Sealing Time, And Material Application. The Manufacturer's Representative Shall Be Present At The Time Joint Sealing Begins To Ensure That The Contractor Is Properly Schooled In Installation Of The Joint Material.

3. Joints Shall Be Sealed At Their Design Width, Dimension "A", Which Is Defined As Seal Required On Both Sides Of The Joint. The Preformed Joint Seal Type To Be Used For Design Purposes Shall Be "Type II". The Seal Shall Be Applied To The Joint Within 15 Minutes After The Joint Preparation. The Seal Shall Be Applied To The Joint Within 15 Minutes After The Joint Preparation. The Seal Shall Be Applied To The Joint Within 15 Minutes After The Joint Preparation.

\* NOTES:  
For Jersey Slab Barring, The Minimum Required Vertical Joint Seal Dimension Will Be 6" Above The Slab Barring. The Minimum Required Vertical Joint Seal Dimension Within The Barrier Is 6".

**ELEVATION AT END OF SPAN**



**NOTES ON ASSOCIATED ITEMS OF WORK:**

**907-823-9001 REMOVAL OF EXISTING JOINT MATERIAL**

Shall include the removal of material associated with armor, stinging plates, and neoprene expansion joints, as designated in the detail drawings provided. Removal of material shall be done in accordance with the specifications. Other joint types shall not be included under this item of work unless otherwise directed by the Engineer. Removal of joint material and any trash, vegetation and debris shall be placed at any depth within the joint shall be included under this item of work.

**Basis Of Payments:**

Removal of armor and stinging plate material will be paid for in linear feet at the contract unit price along the length of the bridge deck on each side of the material will only be paid for as the length along the centerline of the joint.

**907-823-9002 SAW CUT TYPE I**

The saw cut depth shall be equivalent to the installation depth of the sealant. The saw cut shall be the same as the preformed joint seal selected on each side of the centerline of the joint.

**907-823-9003 SAW CUT TYPE II**

The saw cut depth shall be equivalent to the installation depth of the sealant. The saw cut shall be the same as the preformed joint seal selected on each side of the centerline of the joint.

**907-823-9004 PREFORMED JOINT SEAL TYPE I**

Shall include the manufacturer's required joint preparation including the removal of debris and placement of the preformed joint seal.

**907-823-9005 PREFORMED JOINT SEAL TYPE II**

Shall include the manufacturer's required joint preparation including the removal of debris and placement of the preformed joint seal.

**ELASTOMERIC CONCRETE REPAIR NOTES**

Elastomeric concrete shall be one of the following products, installed according to the manufacturer's specifications:  
A. Poly-Ton Elastomeric Concrete  
www.polyton.com  
B. WeloCrete II  
www.welocrete.com  
C. Dylcrete Elastomeric Concrete  
www.dylcrete.com

**907-824-9001 BRIDGE REPAIR ELASTOMERIC CONCRETE**

The accepted quantities will be paid for in linear feet at the contract unit price along the length of the concrete joint.

**GENERAL NOTES:**

1. Specifications, Massachusetts Standard Specifications For Road And Bridge Construction, 2010 Edition, shall apply. No change of plans will be permitted except by written approval of the Director Of Structures, State Bridge Engineer. All changes to design or construction procedure will be made by change order. Contract price changes will not be made for contract price adjustments. Work for which no pay item is provided in the proposal will not be paid for directly and shall therefore be considered an absorbed item of work.

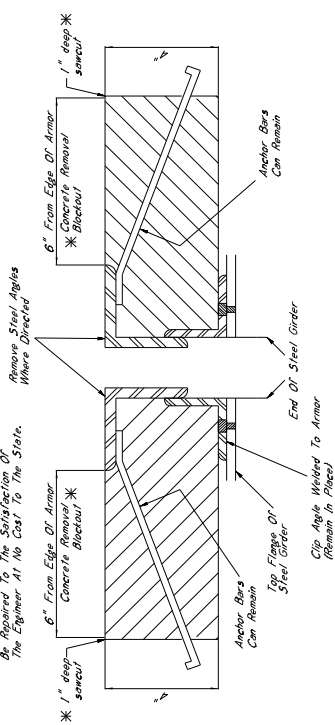


**\* CONCRETE REMOVAL BLOCKOUT NOTES**

Removal Of The Concrete Blockout Area Shall Be Considered An Absorbed Item Of Work Under Item 202-8169. The Contractor Shall Be Responsible For Removing The Concrete Blockout Area To A Depth Of 30" Below The Existing Concrete Surface To Complete This Work.

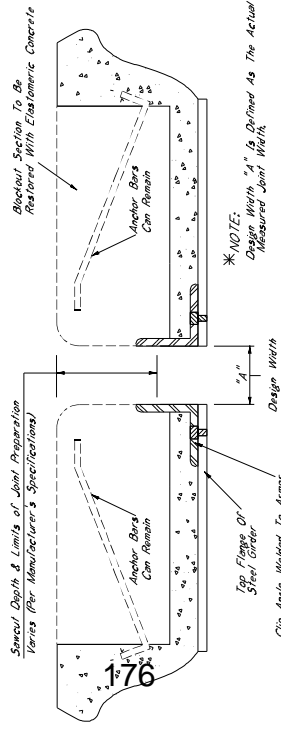
**\* 1" SAWCUT NOTES:**

All 1" Sawcuts Shall Be Considered An Absorbed Item Of Work. The Contractor Shall Verify Depth Of Reinforcing Steel Prior To Sawcutting. The Depth Of Sawcut Shall Be No More Than The Depth Of The Reinforcing Steel. Any Damage To Reinforcing Steel Shall Be Repaired To The Satisfaction Of The Engineer At No Cost To The State.



**TYPICAL SECTION AT EXISTING JOINT**

Showing Existing Existing Joint Details To Be Repaired And Replaced With Performed Joint Seal

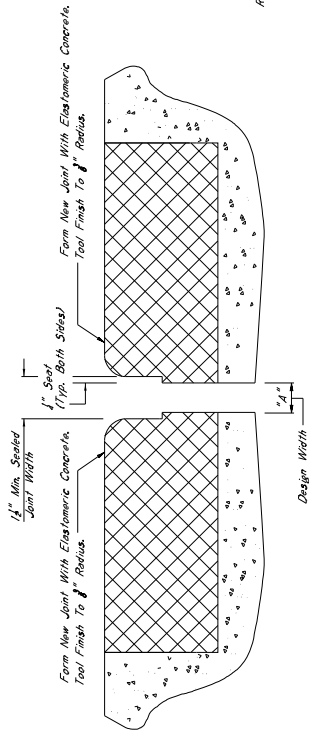


**\* NOTE:**

Design Width "A" Is Defined As The Actual Measured Joint Width.

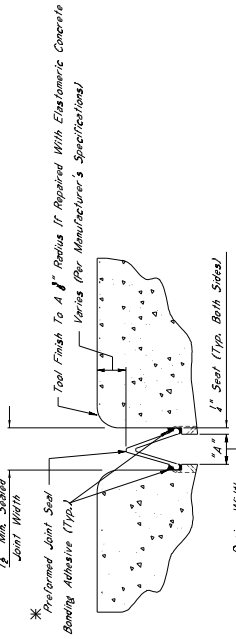
**TYPICAL SECTION AT JOINT AFTER REMOVAL OF EXISTING SEAL**

Showing Limits Of Joint Preparation For Application Of New Joint Seal Materials



**TYPICAL SECTION AT SAWCUT & JOINT REPAIR**

Showing Area Where Repairs Are Made After Sawcut With Elastomeric Concrete



**TYPICAL SECTION AT SAWCUT & SEALED JOINT**

Showing Sealed Joint After Sawcut And Repair With Elastomeric Concrete

**\* NOTES:**

- The Performed Joint Seal Shall Be One Of The Following, Installed According To The Manufacturer's Specifications:
  - Slipform Joint Sealing System Manufactured By R.J. Watson, Inc. In Alden, NY [www.rjwatson.com](http://www.rjwatson.com)
  - Weldo SPS Joint System Manufactured By Watson Bowman Acme Corporation In Amherst, NY [www.watsonb.com](http://www.watsonb.com)
  - Slipform SPS Concrete Strip Seal System Manufactured By SSI Commercial & Highway Construction Materials [www.ssi.com](http://www.ssi.com)
- For Elastomeric Sealants, The R.J. Watson Slipform Joint Sealing System Was Selected. However, Should Another Supplier Be Chosen, It Is The Contractor's Responsibility To Ensure That The Manufacturer's Recommendations Are Followed. Any Other Variance Between The Specifications Provided By The Manufacturer, A Manufacturer Representative Shall Be Present At The Time Joint Sealing Begins. Materials That The Contractor Is Required To Install In Installation Of The Joint Materials.
- Labels Shall Be Sealed At Their Design Width. Dimension "A", Which Is Defined As Seal Required On Both Sides Of The Joint, Performed Joint Seal, Type I, Shall Be Applied To The Joint Sealant. Dimension "B", Which Is Defined As Seal Required For Design Widths Greater Than Or Equal To 2" With The Maximum Design Width For Design Widths Greater Than Or Equal To 2" Shall Be Applied To The Sealant. Dimension "C", Which Is Defined As Seal Required For Design Widths Greater Than Or Equal To 2" Shall Be Applied To The Sealant. Dimension "D", Which Is Defined As Seal Required For Design Widths Greater Than Or Equal To 2" Shall Be Applied To The Sealant. Dimension "E", Which Is Defined As Seal Required For Design Widths Greater Than Or Equal To 2" Shall Be Applied To The Sealant. Dimension "F", Which Is Defined As Seal Required For Design Widths Greater Than Or Equal To 2" Shall Be Applied To The Sealant. Dimension "G", Which Is Defined As Seal Required For Design Widths Greater Than Or Equal To 2" Shall Be Applied To The Sealant. Dimension "H", Which Is Defined As Seal Required For Design Widths Greater Than Or Equal To 2" Shall Be Applied To The Sealant. Dimension "I", Which Is Defined As Seal Required For Design Widths Greater Than Or Equal To 2" Shall Be Applied To The Sealant. Dimension "J", Which Is Defined As Seal Required For Design Widths Greater Than Or Equal To 2" Shall Be Applied To The Sealant. Dimension "K", Which Is Defined As Seal Required For Design Widths Greater Than Or Equal To 2" Shall Be Applied To The Sealant. Dimension "L", Which Is Defined As Seal Required For Design Widths Greater Than Or Equal To 2" Shall Be Applied To The Sealant. Dimension "M", Which Is Defined As Seal Required For Design Widths Greater Than Or Equal To 2" Shall Be Applied To The Sealant. Dimension "N", Which Is Defined As Seal Required For Design Widths Greater Than Or Equal To 2" Shall Be Applied To The Sealant. Dimension "O", Which Is Defined As Seal Required For Design Widths Greater Than Or Equal To 2" Shall Be Applied To The Sealant. Dimension "P", Which Is Defined As Seal Required For Design Widths Greater Than Or Equal To 2" Shall Be Applied To The Sealant. Dimension "Q", Which Is Defined As Seal Required For Design Widths Greater Than Or Equal To 2" Shall Be Applied To The Sealant. Dimension "R", Which Is Defined As Seal Required For Design Widths Greater Than Or Equal To 2" Shall Be Applied To The Sealant. Dimension "S", Which Is Defined As Seal Required For Design Widths Greater Than Or Equal To 2" Shall Be Applied To The Sealant. Dimension "T", Which Is Defined As Seal Required For Design Widths Greater Than Or Equal To 2" Shall Be Applied To The Sealant. Dimension "U", Which Is Defined As Seal Required For Design Widths Greater Than Or Equal To 2" Shall Be Applied To The Sealant. Dimension "V", Which Is Defined As Seal Required For Design Widths Greater Than Or Equal To 2" Shall Be Applied To The Sealant. Dimension "W", Which Is Defined As Seal Required For Design Widths Greater Than Or Equal To 2" Shall Be Applied To The Sealant. Dimension "X", Which Is Defined As Seal Required For Design Widths Greater Than Or Equal To 2" Shall Be Applied To The Sealant. Dimension "Y", Which Is Defined As Seal Required For Design Widths Greater Than Or Equal To 2" Shall Be Applied To The Sealant. Dimension "Z", Which Is Defined As Seal Required For Design Widths Greater Than Or Equal To 2" Shall Be Applied To The Sealant.

**\* NOTES:**

For Design Steps, Bearings, The Minimum Required Vertical Joint Seal Dimension Within The Sealant 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:**

**202-8169 REMOVAL OF EXISTING JOINT MATERIAL**

**Description:**

Shall Include The Removal Of Material Associated With Armor, Sliding Plates, And Neoprene Expansion Joints, As Well As The Existing Concrete Blockout Area. The Concrete Blockout Area Shall Be Absorbed Under This Item Of Work. Other Joint Types Shall Not Be Included Under This Item Of Work Unless Otherwise Directed By And Agreed Upon In Writing. The Contractor Shall Be Responsible For Removing The Concrete Blockout Area To A Depth Of 30" Below The Existing Concrete Surface To Complete This Work.

**Basis Of Payment:**

Removal Of Armor And Sliding Plate Joint Material Will Be Paid For In Linear Feet At The Contract Unit Price. The Length Of The Concrete Blockout Area On Each Side Of The Material Will Only Be Paid For As The Length Along The Centerline Of The Joint.

907-823-8001 SAW CUT, TYPE I  
907-823-8002 SAW CUT, TYPE II  
907-823-8003 SAW CUT, TYPE III

**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. 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.

907-823-4001 PREFORMED JOINT SEAL, TYPE I  
907-823-4002 PREFORMED JOINT SEAL, TYPE II  
907-823-4003 PREFORMED JOINT SEAL, TYPE III

**Description:**

Shall Include The Manufacturer's Required Joint Preparation Including Sandblasting Both Sides Of The Joint And Blowing The Free Of Debris With Compressed Air And 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.

**ELASTOMERIC CONCRETE NOTES**

**907-824-0007 BRIDGE REPAIR ELASTOMERIC CONCRETE**

**Description:**

Elastomeric Concrete Shall Be One Of The Following Products, Installed According To The Manufacturer's Specifications:

- Poly-Ton Elastomeric Concrete Manufactured By R.J. Watson, Inc. In Alden, NY [www.rjwatson.com](http://www.rjwatson.com)
- Weldo-Crete II Manufactured By Watson Bowman Acme Corporation In Amherst, NY [www.watsonb.com](http://www.watsonb.com)
- Discrete Elastomeric Concrete Manufactured By The U.S. Brown Company In North Belton, TX [www.usbrown.com](http://www.usbrown.com)

**Basis Of Payment:**

The Accepted Quantities Will Be Paid For In Cubic Yards At The Contract Unit Price.

**GENERAL NOTES:**

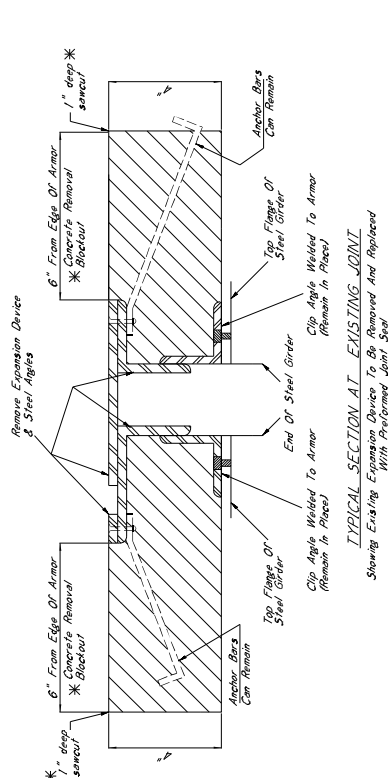
- Specifications, Mississippi Standard Specifications For Road Construction, 2013 Edition, Shall Apply Unless Otherwise Stated. No Change Of Plans Will Be Permitted Except By Written Approval Of The Director Of Structures, State Bridge Engineer. All Changes To Design Or Construction Procedures Will Be Made Through The Change Order Process. The Contractor Will Not Be Charged For Contract Price Adjustment. Work For Which No Pay Item Is Provided In The Proposal Will Not Be Paid For Directly And Shall Therefore Be Considered An Absorbed Item Of Work.

**\* SAWCUT NOTES:**

1. All sawcuts shall be considered in accordance with the provisions of the contract. Sawcuts shall be considered in Abstract Item 02-21-69. The Contractor shall use a Hammer No. Larger Than 30 Lbs To Complete This Work.

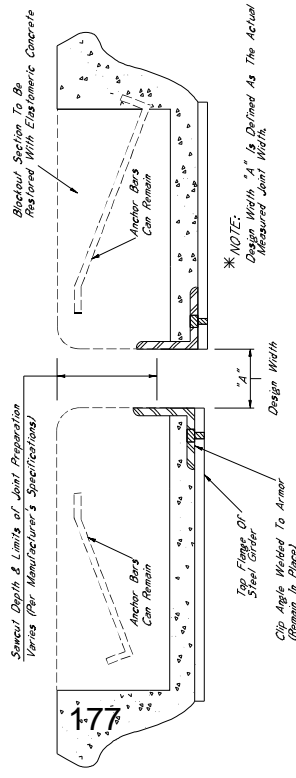
**\* CONCRETE REMOVAL BLOCKOUT NOTES:**

1. All concrete removal shall be considered in accordance with the provisions of the contract. Concrete removal shall be considered in Abstract Item 02-21-69. The Contractor shall use a Hammer No. Larger Than 30 Lbs To Complete This Work.



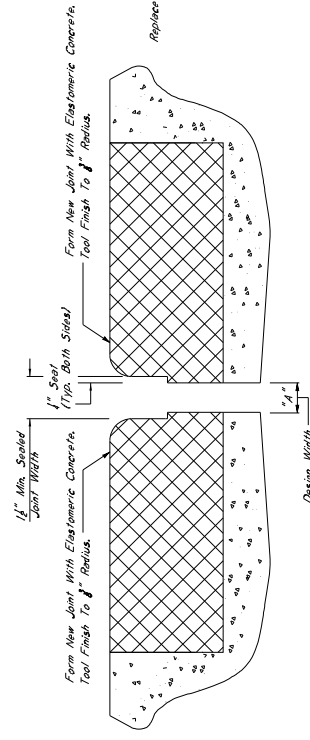
**TYPICAL SECTION AT EXISTING JOINT**

Showing Existing Expansion Device To Be Removed And Replaced With Preformed Joint Seal



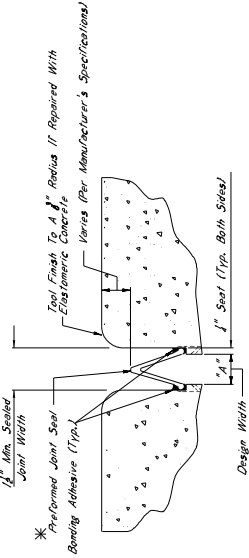
**TYPICAL SECTION AT JOINT AFTER REMOVAL OF EXISTING SEAL**

Showing Limits of Joint Preparation For Application of New Joint Seal Materials



**TYPICAL SECTION AT SAWCUT & JOINT REPAIR**

Showing Area Where Repairing Area Made After Sawcut With Elastomeric Concrete



**TYPICAL SECTION AT SAWCUT & SEALED JOINT**

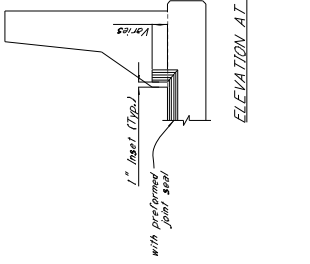
Showing Sawcut Joint After Sawcut And Repair With Elastomeric Concrete

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

- A. Silcoflex Joint Sealing System Manufactured By R.J. Watson, Inc. In Aiken, NY
- B. Wako SFS Joint System Manufactured By Watson Bowman Acme Corporation In Amherst, NY
- C. Silcrete SSS Silicone Strip Seal Manufactured By SSI Commercial & Highway Construction Materials

2. For Elastomeric Sealant, The Joint Sealing System Selected, However, Should Meet The Following Requirements: Responsibility To Ensure That The Manufacturer's Recommendations Are Followed Shall Rest With The Contractor. The Manufacturer's Representative Shall Be Present At The Time Joint Sealing Begins To Ensure That The Contractor Is Properly Trained In Installation Of The Joint Sealant.

3. Joints Shall Be Sealed At Their Design Width, Which Is Defined As The Actual Width Of The Joint. The Width Does Not Vary, Which Is Defined As The Seal Applied On Both Sides Of The Joint. The Preformed Joint Seal, Type I, Shall Be Used For Joints Having A Design Width Equal To Or Greater Than 1/2" And A Design Width Less Than 1/2" Shall Be Used For Joints Having A Design Width Greater Than 1/2". The Minimum Design Width Shall Be 1/2". The Contractor Shall Be Responsible For The Ability To Ensure That The Size Selected Is Appropriate For The Width Of The Joint.



**ELEVATION AT END OF SPAN**

**\* NOTES:**

1. For Joints Having A Design Width Greater Than 1/2", The Minimum Required Vertical Joint Seal Dimension For Post And Beam Barricade, The Minimum Required Vertical Joint Seal Dimension Within The Barrier Is 6".

**NOTES ON ASSOCIATED ITEMS OF WORK:**

**202-21-69 REMOVAL OF EXISTING JOINT MATERIAL**

**Description:** Shall include the removal of material associated with armor, slitting plate, and neoprene expansion joints, as designated in the detail drawings provided. Removal of material shall include the removal of joint material, including other joint types, shall not be included under this item of work unless otherwise directed by the Engineer. Removal of joint material and any trash, including the removal of vegetation, shall be included under this item of work. The joint shall be included under this item of work.

**Basis of Payment:** Removal of armor and slitting plate joint material will be paid for in linear feet along the length of the bridge deck on each side of the centerline joint, while removal of neoprene joint material will only be paid for as the length along the centerline of the joint.

**907-823-0001 SAW CUT, TYPE I**  
**907-823-0002 SAW CUT, TYPE II**  
**907-823-0003 SAW CUT, TYPE III**

**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 preformer joint seal selected.

**Basis of Payment:** The accepted quantities will be paid for in linear feet at the contract unit price along the length of the bridge deck on each side of the centerline joint.

**907-823-0001 PREFORMED JOINT SEAL, TYPE I**  
**907-823-0002 PREFORMED JOINT SEAL, TYPE II**  
**907-823-0003 PREFORMED JOINT SEAL, TYPE III**

**Description:** Shall include the manufacturer's required joint preparation including sandblasting both sides of the joint and blowing the joint free of debris with compressed air and placement of the preformer 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 NOTES**

**907-824-0007 BRIDGE REPAIR ELASTOMERIC CONCRETE**

**Description:** Elastomeric concrete shall be one of the following products, installed according to the manufacturer's specifications:

- A. Poly-Ton Elastomeric Concrete Manufactured By R.J. Watson, Inc. In Aiken, NY
- B. Wako SFS II Manufactured By Watson Bowman Acme Corporation In Amherst, NY
- C. Durocrete Elastomeric Concrete Manufactured By The D.S. Brown Company In North Baltimore, OH

**Basis of Payment:** The accepted quantities will be paid for in cubic yards at the contract unit price.

**GENERAL NOTES:**

- 1. Specifications, Mississippi Standard Specifications For Road Bridge Construction, 2012 Edition, Limited Except By Written Approval Of The Director Of Structures, State Bridge Engineer.
- 2. Minor Changes To Detail Of Structure, State Bridge Engineer, Will Be Authorized By The Bridge Engineer. Provide Such Changes For Which No Pay Item Is Provided In The Proposal Will Not Be Paid For Directly And Shall Therefore Be Considered An Absorbed Item of Work.

**NOTES ON ASSOCIATED ITEMS OF WORK:**

**202-0169 REMOVAL OF EXISTING JOINT MATERIAL**

**Description:** Shall include the Removal of Material Associated With Armor, Sliding Plate, And Neoprene Expansion Joints, As Designated In The Quantity Takeoff. The Removal of Work Unless Otherwise Directed By The Engineer. Removal of Joint Material And Any Trash And Debris (Including But Not Limited To Compacted Dirt, Gravel, Etc.) Within The Joint Shall Be Included Under This Item Of Work.

**Basis Of Payment:** Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Bridge Deck On Each Side Of The Material To Be Removed. The Payment Shall Be For The Centerline Of The Joint.

907-823-8001 SAW CUT, TYPE I  
 907-823-8002 SAW CUT, TYPE II  
 907-823-8003 SAW CUT, TYPE III

**Description:** The Saw Cut Depth Shall Be Equivalent To The Installation Depth Type Shall Be The Same As The Performed Joint Seal Subjected.

**Basis of Payment:** The Accepted Quantities Will Be Paid For In Linear Feet At On Each Side Of The Centerline Of The Joint.

907-823-4001 PREFORMED JOINT SEAL, TYPE I  
 907-823-4002 PREFORMED JOINT SEAL, TYPE II  
 907-823-4003 PREFORMED JOINT SEAL, TYPE III

**Description:** Shall include The Manufacturer's Required Joint Preparation Following Installation With Slab On Top Joint And Blowing The Joint Performed 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 Of The Joint.

**ELASTOMERIC CONCRETE NOTES**

907-823-4007 BRIDGE REPAIR ELASTOMERIC CONCRETE

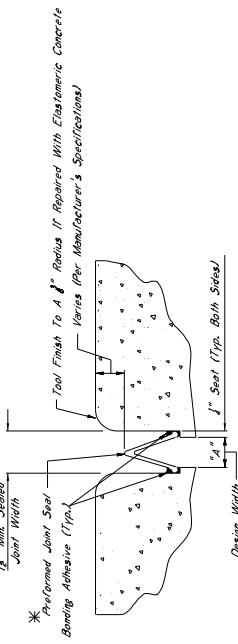
**Description:** Elastomeric Concrete Shall Be One Of The Following Products, Installed According To The Manufacturer's Specifications:

- A. Poly-Ton Elastomeric Concrete  
 Manufactured By R.J. Watson, Inc. In Alden, NY  
[www.rjwatson.com](http://www.rjwatson.com)
- B. MohoCrete II  
 Manufactured By Watson Bowman Acme Corporation In Amherst, NY  
[www.wbcorp.com](http://www.wbcorp.com)
- C. Deterite 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 2017.
2. No Change Of The Order Of Construction Shall Be Permitted. Minor Changes To Detail Of Design Or Construction Procedure May Be Authorized By The Bridge Engineer Provided Such Changes Will Not Be Cause For Contract Price Adjustment. Approval Will Not Be Paid For Directly And Shall Therefore Be Considered An Associated Item Of Work.



**TYPICAL SECTION AT SAWCUT & SEALED JOINT**

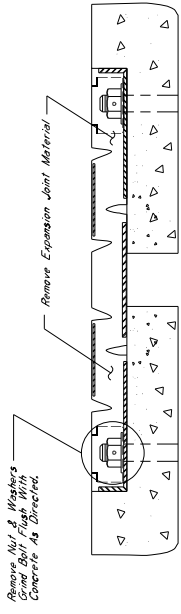
Showing Sealant Joint After Sawcut And Repair With Elastomeric Concrete

\*NOTES:  
 1. The Performed Joint Seal Shall Be One Of The Following, Installed According To The Manufacturer's Specifications:

- A. Silicone Joint Sealing System  
 Manufactured By R.J. Watson, Inc. In Alden, NY  
[www.rjwatson.com](http://www.rjwatson.com)
- B. Moho SPS Joint System  
 Manufactured By Watson Bowman Acme Corporation In Amherst, NY  
[www.wbcorp.com](http://www.wbcorp.com)
- C. Silicone SSS Silicone Strip Seal  
 Manufactured By SSI Commercial & Highway Construction Materials  
[www.ssi.com](http://www.ssi.com)

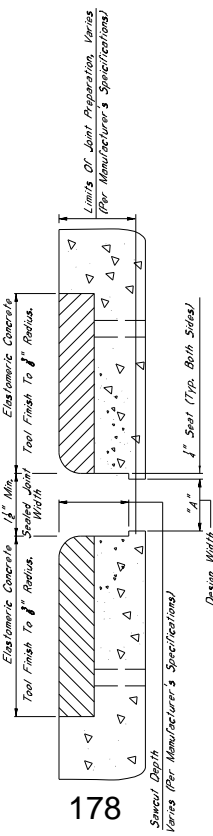
2. For Estimating Purposes, The R.J. Watson Silicone Joint Sealing System Was Responsible To Ensure That The Manufacturer's Recommendations Are Followed For Joint Preparation, Installation Depth, And Width, Adhesive Sealing Thickness, And Sealant Type. The Contractor Shall Be Present At The Time Joint Sealing Begins To Ensure That The Contractor Is Properly Trained In Installation Of The Joint Material.

3. Joints Shall Be Sealed At Their Design Width, Dimension "A", Which Is Defined As Sealant Required On Both Sides Of The Joint. The Performed Joint Seal Type I Shall Be Used For Design Widths Less Than 2" and Type II Shall Be Used For Design Widths Greater Than 2" and Type III Shall Be Used For Design Widths Greater Than 2" and Design Widths Greater Than 2". In Cases Where Design Widths Are 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**

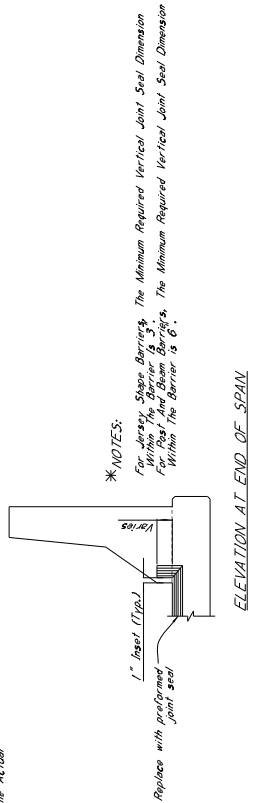
Showing Existing Expansion Device To Be Removed And Replaced With Performed Joint Seal



**TYPICAL SECTION AT JOINT AFTER REMOVAL OF EXISTING SEAL**

Showing Limits Of Joint Preparation For Application Of New Joint Seal Materials

\*NOTE:  
 Design Width "A" Is Defined As The Actual Measured Joint Width.



**ELEVATION AT END OF SPAN**

\*NOTES:

For Jersey Shape Barriers, The Minimum Required Vertical Joint Seal Dimension Shall Be Determined By The Bridge Engineer. The Minimum Required Vertical Joint Seal Dimension Within The Barrier Is 6".

**NOTES ON ASSOCIATED ITEMS OF WORK:**  
**907-824-0000 BRIDGE REPAIR, ENDWALL REPAIR**

**Description:** Shall include the Work Necessary To Remove And Replace The Damaged Portion Of The Existing Concrete End Wall, Including The Damaged Section Of The Specified Depth Of End Wall. Shall Be Removed Along The Entire Width Of The Bridge Deck.

**Basis of Payment:** The Accepted Quantities Will Be Paid For. To Allow For The Contract Unit Price Along The Width Of The Bridge Deck.

Damage Caused To Other Elements Of The Structure Or Roadway 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 Hewed With An Approved Epoxy Blower 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: 5000 psi minimum;
- 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.

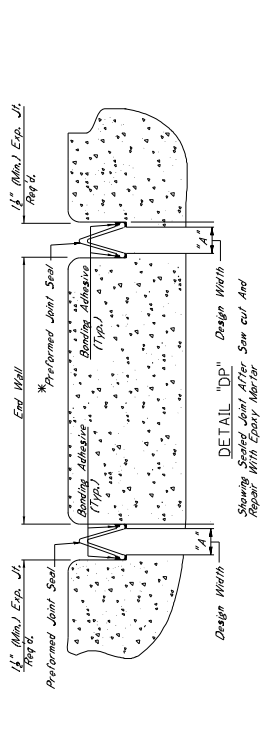
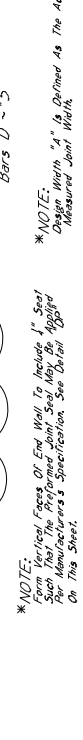
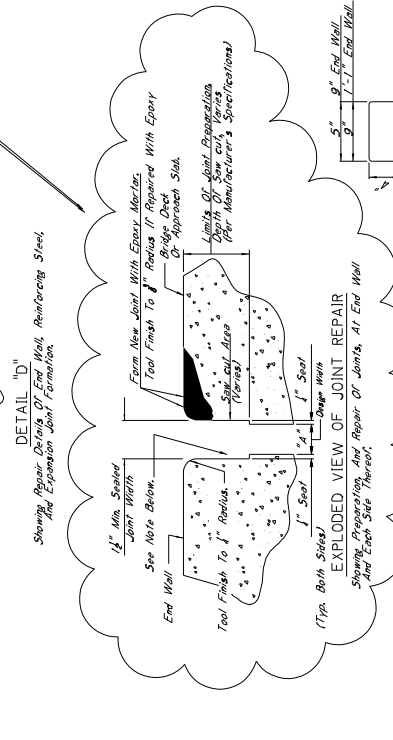
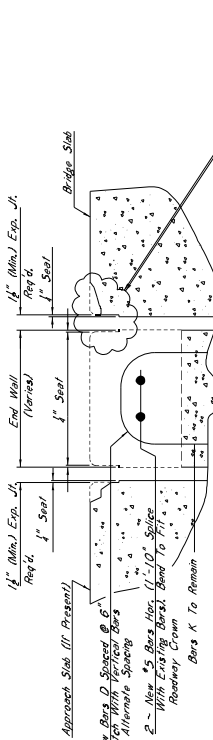
Cure is to be continuous until 2500 psi is obtained. Traffic is to be diverted from the repair area until the value is reached. The Contractor may use the Maturity Method per Section 907-804 to estimate the concrete strength. However, final acceptance of the in-place concrete shall be determined using eight concrete test cylinders, which shall be cured in a container next to the concrete placement. Two cylinders are to be tested at 8, 16, and 24 hour compressive strength of the concrete.

The Removal Of Existing Expansion Material May Require Any Number Of The Pay Items Listed Below. The Contractor Shall Obtain Details & Verify All Associated Items Of Work.

- 907-81-000 REMOVAL OF EXISTING JOINT MATERIAL
- 907-809-4000 JOINT REPAIR WITHOUT EPXY
- 907-823-0001 SAW CUT, TYPE I
- 907-823-0002 SAW CUT, TYPE II
- 907-823-4000 PREFORMED JOINT SEAL, TYPE I
- 907-823-4002 PREFORMED JOINT SEAL, TYPE II

**GENERAL NOTES:**

- Specifications, Mississippi Standard Specifications For Road And Bridge Construction Shall Apply Unless Otherwise Indicated.
- Approval Of The Director Of Structures, State Bridge Engineer, Must Be Obtained Prior To Construction. Any Changes To Design Or Construction Procedure Will Not Be Cause For Contract Price Adjustment. Such Changes Will Be Made At The Contractor's Expense. The Proposal Will Be Assessed As A Change Item Of Work.



**\*NOTE:** Vertical Faces Of End Wall To Include 1\"/>

**\*NOTE:** Design Width 'A' is Defined As The Actual Measured Joint Width.

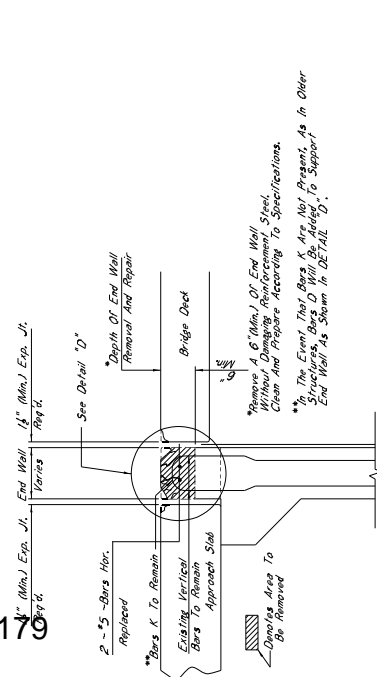
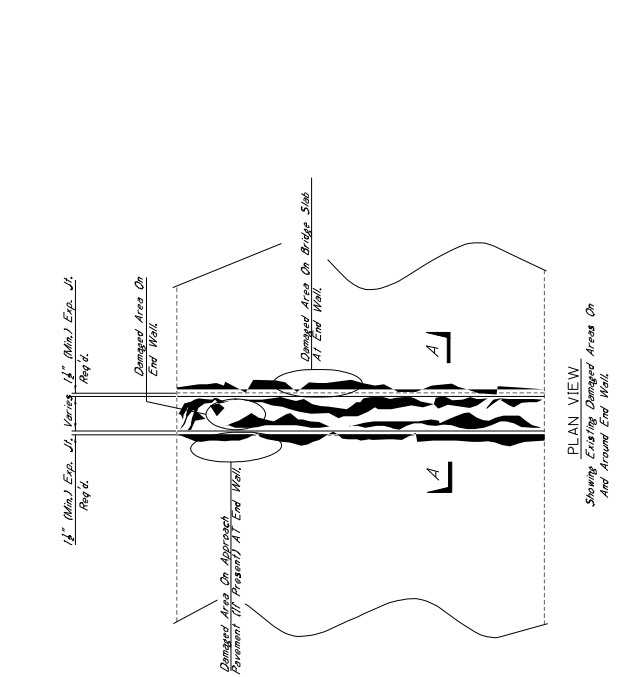
**\*NOTE:** Sawing Joint After Saw cut And Repair With Epoxy Mortar.

**\*NOTE:** The Existing Concrete To Be Repaired Shall Be Hewed To A Minimum Depth Of 1\"/>

**\*NOTE:** The Contractor Is Responsible For Obtaining All Necessary Permits For The Work.

**\*NOTE:** The Contractor Shall Be Responsible For Obtaining All Necessary Permits For The Work.

**\*NOTE:** The Contractor Shall Be Responsible For Obtaining All Necessary Permits For The Work.



**\*NOTES:**

- The Preformed Joint Seal Shall Be One Of The Following, Installed According To The Manufacturer's Specifications:
  - A. Silcoflex Joint Sealing System www.silcoflex.com
  - B. Wicks SSS Silica Strip Seal Manufactured By Wicks Boman Acme Corporation www.wicks.com
  - C. Silcoflex SSS Silica Strip Seal Manufactured By SSI Commercial & Highway Construction Materials www.ssi.com

## **SPECIAL PROVISION NO. 906-8**

### **Training Special Provision**

This Training Special Provision supersedes subparagraph 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," (Attachment 1), and is in implementation of 23 U.S.C. 140(a). Additional information regarding On the Job Training (OJT), Forms, and *Exhibits* are available at the following website.

<http://www.gomdot.com/Divisions/CivilRights/Resources.aspx>

As part of the Contractor's equal employment opportunity affirmative action program training shall be provided as follows:

The Contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved.

The number of trainee hours to be trained under this special provision will be as indicated in the bid schedule of the contract.

In the event that a Contractor subcontracts a portion of the contract work, the Contractor shall determine how many, if any, of the trainee hours are to be trained by the Subcontractor, provided, however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also insure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, the Contractor shall submit to the State transportation agency for approval an OJT Trainee Schedule Form indicating the number of trainees to be trained in each selected classification, training program to be used and start date of training for each classification. Furthermore, the Contractor shall provide a Trainee Enrollment Form for each trainee enrolled. The Contractor will be credited for each trainee employed on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that they take in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he/she has successfully completed a training course leading to journeyman status or in which he/she has been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by the State highway agency and the

Federal Highway Administration. The State transportation agency and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office.

Except as otherwise noted below, the Contractor will be reimbursed \$5.00 per hour of training given an employee on this contract in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training persons in excess of the number specified herein.

No payment shall be made to the Contractor if failure to provide the required training is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in the work classification or until the trainee has completed the training program. It is not required that all trainees be on board for the entire length of the contract. A Contractor's responsibility will have been fulfilled under this Training Special Provision if the Contractor has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The Contractor shall furnish the trainee a copy of the program being followed in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The Contractor will provide for the maintenance of records and furnish periodic reports to include an OJT Trainee Monthly Report form and an OJT Trainee Termination Report form when appropriately documenting performance under this Training Special Provision.

### **Contractor's Responsibility**

1. Provide On-the-Job Training aimed at developing full journeymen in the type of trade or job classification involved. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g., conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment.
2. Contractors are expected to fulfill their obligations under the Training Special Provisions. Those obligations will be considered fulfilled if Contractors have provided acceptable training to the number of trainees specified in the OJT Plan.
3. Upon deciding to sub-contract out a portion of the contract work, determine how many, if any, of the trainees are to be trained by the sub-Contractor. The Contractor however, shall retain the primary responsibility for meeting the training requirements imposed by the special provision. Additionally, the Contractor will ensure that the Training Special Provision is made applicable to such sub-contract. Training and upgrading of minorities and women toward journeymen status is a primary objective of the Training Special Provision.
4. Prior to commencing construction (no more than 60 days from the date of the Notice to Proceed), the Contractor shall submit to the State Transportation Agency (STA) (MDOT) for approval the Trainee Schedule Form indicating the number of trainees to be trained in each selected classification and any appropriate attachments representing their training program or OJT Plan (*See Exhibit 1*) to be used. The Contractor shall also submit Trainee Enrollment Forms for each trainee to be trained (*See Exhibit 2*). Contractors should submit the above-mentioned forms as their OJT Plan to the Project Engineer who will in turn forward on to the Office of Civil Rights for Approval.
5. Designate and make known at the preconstruction conference to the Office of Civil Rights and the Project Engineer the name of the company **Equal Employment Officer (EEO Officer)/Designated Representative** who will have the responsibility for and must be capable of effectively administering and promoting an active Contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so. These individuals should have the authority to sign monthly trainee enrollment/time reports.
6. **Implement the EEO policy** and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To assure that the preceding policy is adhered to, 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 (6) months.
  - b. Ensure that supervisors brief all employees which include trainees on company EEO Policies.
7. Utilize the following procedures to request additional training classifications not presently approved by the STA for assignment to the OJT for training.
  - a. Initially, for a “trainee” to be trained, there must be a “journeyman” on the project site to train the employee. The “trainer” can be a supervisor, foreman or another employee in the “trainee classification” who already is a “journeyman”.

- b. If a classification is not on the “Wage Determination” included in the contract, a written request for an additional classification should be submitted by the Contractor to the Project Engineer.
- c. Preferably, the request (written) should originate in the Project Office so that they will know that the Contractor has applied for the needed classification and that payrolls will not be delayed. The Project Office will ensure that they have been given the project number, Contractor, subcontractor, craft and rate and will submit to the Office of Civil Rights.

For documentation purposes it is recommended to the Contractor that the request for additional classifications should be written and addressed to the Office of Civil Rights that states in concise manner the need for the new classification in lieu of using an existing classification within the OJT Manual. In addition, the training program with required hours and job description similar to the OJT Manual.

- d. After receipt of the Request for Additional Classification, the OJT Coordinator will:
    - 1. Review for preliminary approval and submit a new Trainee Schedule Form to the Contractor for signature.
    - 2. Upon receipt of the signed form from the Project Office/Contractor, a cover letter is attached to the appropriate documentation. The cover letter and documentation are transmitted to Department of Labor (DOL) in Washington D.C. requesting concurrence of the new classification.
  - e. If an individual is hired for the requested classification during the time frame when the STA (OJT Coordinator) is awaiting approval, the individual will be paid at the proposed wage rate.
  - f. If the DOL does not agree with the proposed classification and wage rate, the DOL will make a determination on the appropriate wage rate for the classification. The Labor Compliance Officer will make a copy of the letter and attach a cover letter which cites the recommendation and rationale for the disapproval.
  - g. If the DOL approves the request, a letter will be sent to the STA (OJT Coordinator) citing approval and the accompanying wage rate. The OJT Coordinator will make a copy of the approval letter and attach a cover letter which cites the approval of the classification and wage rate. This letter is sent to the Contractor and all “paper copies” listed at the end of the cover letter.
8. Begin training as soon as possible after the start date indicated on the Trainee Schedule Form for work utilizing the skill involved. In addition, if training does not begin at the preceding time, a written explanation will be given to the Project Engineer citing the rationale and time frame when training will commence on the project. The trainee should be briefed (furnished a copy) at this juncture on the training program for which he/she has started to ensure understanding of the phases of work and wage rates within each section of the program.
9. After commencement of work at the project site, the Contractor shall implement the following **Trainee Wage Rates** according to the Davis Bacon rules.



Normally, trainees are paid a percentage of journeyman's wages (Davis Bacon rates). The following payment plan is required in the FHWA Training Special Provision;

- a. Sixty percent (60%) of the journeyman's wages for the first half of the training period;
  - b. Seventy-five percent (75%) of the journeyman's wages for the third quarter of the training period; and
  - c. Ninety percent (90%) of the journeyman's wages for the last quarter of the training period.
10. Indicate on the payroll records the trainer i.e. roller operator trainer for a given classification.
  11. Recruit a replacement for the trainee when training obligations have not been met on a project provided that there are enough work hours remaining on the project as well as time within the work phase to complete training. Contractors will document in writing all Good Faith Efforts (GFE) in accordance with FHWA Form 1273 Section II 4a- 4e Recruitment and 6a-6d Training and Promotions) (*See Exhibit 9*). The Contractor must submit documentation of GFE i.e. efforts made to hire replacements for trainees who terminated their training program to the Office of Civil Rights. The GFE will be compiled into a letter which is attached to the MDOT Monthly Training Report and submitted to the along a MDOT Termination Report (*See Exhibit 4*) that includes the names/reasons of individuals who separated from the company during the respective reporting period. The GFE will be evaluated to determine if it is sufficient or insufficient. The Project Engineer will forward documentation to the Office of Civil Rights within five (5) days of receipt.
  12. Transferring trainees from one federal-aid project to another.
    - a. Contractors are to make written requests for transferring trainees from one federal-aid project to another federal aid project and submit to the Project Engineer to be forwarded to the Office of Civil Rights for review and approval.
    - b. In addition, if trainees are approved for transfer, the gaining project must have the same training classification approved for that project. The Contractor must provide documentation i.e. written letter that the gaining project will have sufficient work time to complete training requirements.
    - c. All hours trained by employees on a project other than their originally assigned project without the proper transfer approval will not be counted towards the OJT obligation for that project. If the OJT obligation is not met, the prime Contractor will have to show good faith efforts in fulfilling this portion of the contract requirement.
  13. Utilize and submit monthly trainee reports (*See Exhibit 3*) to document training activities to the respective Project Engineer. Monthly training reports should be accurate, concise and include the following items:

- a. Report Period (month) – the date at the top of the training report reflects the month and year the trainee received the training (not the date the report was completed by the Contractor)
  - b. Project Number – project number on the certified payroll and training report should match
  - c. Contractor Name
  - d. County
  - e. Trainee Name
  - f. Job Classification/Hours Required – obtained from OJT Manual - certified payrolls and training reports should match
  - g. Hours required – obtained from OJT Manual should match the Job Classification
  - h. Date Training Started/Terminated – inserted by the Contractor
  - i. Hours trained for the month – training performed this month on federal aid projects and inserted by a respective week ending date i.e. Sunday
  - j. Hours to date – all training annotated on report for previous and current month
  - k. Hours training remaining – subtraction of total training hours to date from training hours required
  - l. Trainee wage rate – Contractor cite the appropriate wage rate for phase of training
  - m. Original signatures and dates for respective training period citing trainee, trainer, and Company EEO Officer/Designated Representative
  - n. Every applicable field on the training report is completed
14. Monthly training reports intended for submission to the MDOT Central Office should cite activities illustrated in the individual training forms received from project personnel. [Failure of the Contractor to submit monthly trainee reports may result in the estimate not being processed and paid.](#) Monthly Training Reports should be submitted to the Project Engineer within fifteen (15) days of the current month with data covering the previous month's activities. However, if monthly training reports are not submitted within this time frame, the Contractor will provide written explanation to the Project Engineer citing the reason for the delay. In addition, a copy of this documentation will be provided to the MDOT Office of Civil Rights within ten (10) days of receipt by the Project Engineer.
15. Provide the trainee with a certification (*See Exhibit 7*) showing the type and length of training satisfactorily completed.
16. Retain all EEO records, i.e. employment breakdown by race and craft on a project, recruitment and hiring of minority and females for a period of three (3) years following the completion of contract work and shall be available at reasonable times and places for inspection by authorized representatives of the STA and the FHWA.

17. Submit an annual report to the STA 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 PR 1391 (*See Exhibit 8*). Contractors are provided an annual notice for this reporting requirement.
18. Periodically evaluate the effectiveness of their OJT Programs and trainees' progress within the training program. Based on these evaluations, forward comments / recommendations through the Project Engineer to the Office of Civil Rights for improving or correcting deficiencies in the training program.

# 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.

Grade Bridge, Pave 2-Lane on SR 19 from 0.25 miles South of SR 492 to Tucker Drive, known as Federal Aid Project No. STP-0026-01(072) / 101649301 in Neshoba County.

Line no.	Item Code	Adj Code	Quantity	Units	Description[Fixed Unit Price]
<b>Roadway Items</b>					
0010	201-A001		1	Lump Sum	Clearing and Grubbing
0020	201-B001		4	Acre	Clearing and Grubbing
0030	202-B004		519	Square Yard	Removal of Asphalt Driveways, All Depths
0040	202-B007		96,783	Square Yard	Removal of Asphalt Pavement, All Depths
0050	202-B011		36	Linear Feet	Removal of Barricade, All Types
0060	202-B018		6	Each	Removal of Box Culvert
0070	202-B052		600	Square Yard	Removal of Concrete Driveways, All Depths
0080	202-B059		206	Square Yard	Removal of Concrete Median & Island Pavement, All Depths
0090	202-B089		953	Linear Feet	Removal of Curb &/or Curb and Gutter, All Types
0100	202-B158		1,762	Linear Feet	Removal of Guard Rail, Including Rails, Posts and Terminal Ends
0110	202-B165		3	Each	Removal of Inlets, All Sizes
0120	202-B191		3,739	Linear Feet	Removal of Pipe, 8" And Above
0130	202-B215		133	Each	Removal of Sign Including Post & Footing
0140	202-B241		29	Mile	Removal of Traffic Stripe
0150	203-A001	(E)	970,181	Cubic Yard	Unclassified Excavation, FM, AH
0160	203-D002	(E)	1,000	Cubic Yard	Muck Excavation, LVM
0170	203-EX008	(E)	167,685	Cubic Yard	Borrow Excavation, AH, FME, Class B15
0180	203-EX010	(E)	433,404	Cubic Yard	Borrow Excavation, AH, FME, Class B17
0190	203-G001	(E)	370,481	Cubic Yard	Excess Excavation, FM, AH
0200	206-A001	(S)	3,680	Cubic Yard	Structure Excavation
0210	206-B001	(E)	583	Cubic Yard	Select Material for Undercuts, Contractor Furnished, FM
0220	209-A005		79,148	Square Yard	Geotextile Stabilization, Type V, Non-Woven
0230	211-B001	(E)	60,000	Cubic Yard	Topsoil for Slope Treatment, Contractor Furnished
0240	213-C001		117	Ton	Superphosphate
0250	216-A001		19,122	Square Yard	Solid Sodding
0260	217-A001		45,000	Square Yard	Ditch Liner
0270	219-A001		364	Thousand Gallon	Watering (\$20.00)
0280	220-A001		233	Acre	Insect Pest Control (\$30.00)
0290	221-A001	(S)	4,365	Cubic Yard	Concrete Paved Ditch
0300	223-A001		1,398	Acre	Mowing (\$50.00)
0310	225-A001		233	Acre	Grassing
0320	225-B001		117	Ton	Agricultural Limestone
0330	225-C001		466	Ton	Mulch, Vegetative Mulch
0340	226-A001		466	Acre	Temporary Grassing
0350	229-A001		1,000	Square Yard	Erosion Mat

Line no.	Item Code	Adj Code	Quantity	Units	Description[Fixed Unit Price]
0360	237-A002		30,000	Linear Feet	Wattles, 20"
0370	239-A001		8,500	Linear Feet	Temporary Slope Drains
0380	245-A001		2,800	Linear Feet	Silt Dike
0390	246-A001		2,500	Linear Feet	Sandbags
0400	246-B001		5,029	Each	Rockbags
0410	247-A001		4	Each	Temporary Stream Diversion
0420	249-A001		10,000	Ton	Riprap for Erosion Control
0430	249-B001		2,500	Cubic Yard	Remove and Reset Riprap
0440	304-B009	(GT)	117,993	Ton	Granular Material, Class 9, Group C
0450	304-D002	(GT)	67,587	Ton	Granular Material, Crushed Stone
0460	307-B003	(M)	180,586	Square Yard	6" Soil-Lime-Water Mixing, Class B
0470	307-D001		3,169	Ton	Lime
0480	307-S001	(A3)	45,146	Gallon	Bituminous Curing Seal
0490	308-A001		5,741	Ton	Cement
0500	308-B002	(M)	180,586	Square Yard	Soil-Cement-Water Mixing, Optional Mixers, Base
0510	308-B003	(M)	257,210	Square Yard	Soil-Cement-Water Mixing, Optional Mixers, Design Soil
0520	308-S001	(A3)	109,449	Gallon	Bituminous Curing Seal
0530	406-D001		114,649	Square Yard	Fine Milling of Bituminous Pavement, All Depths
0540	407-A001	(A2)	57,247	Gallon	Asphalt for Tack Coat
0550	423-A001		25	Mile	Rumble Strips, Ground In
0560	502-A001	(C)	1,747	Square Yard	Reinforced Cement Concrete Bridge End Pavement
0570	503-C010		168	Linear Feet	Saw Cut, Full Depth
0580	601-A001	(S)	1,590	Cubic Yard	Class "B" Structural Concrete
0590	601-B001	(S)	41	Cubic Yard	Class "B" Structural Concrete, Minor Structures
0600	602-A001	(S)	296,366	Pounds	Reinforcing Steel
0610	603-A046	(S)	304	Linear Feet	30" Steel Pipe, Jacked or Bored
0620	603-ALT003	(S)	1,820	Linear Feet	18" Type A Alternate Pipe
0630	603-ALT006	(S)	280	Linear Feet	24" Type A Alternate Pipe
0640	603-ALT015	(S)	160	Linear Feet	44" x 27" Type A Alternate Pipe
0650	603-ALT020	(S)	80	Linear Feet	65" x 40" Type A Alternate Pipe
0660	603-CA011	(S)	360	Linear Feet	18" Reinforced Concrete Pipe, Class III
0670	603-CA026	(S)	5,620	Linear Feet	24" Reinforced Concrete Pipe, Class III
0680	603-CA040	(S)	1,256	Linear Feet	30" Reinforced Concrete Pipe, Class III
0690	603-CA043	(S)	16	Linear Feet	30" Reinforced Concrete Pipe, Class IV, Class B Bedding
0700	603-CA055	(S)	216	Linear Feet	36" Reinforced Concrete Pipe, Class III
0710	603-CA066	(S)	416	Linear Feet	42" Reinforced Concrete Pipe, Class III
0720	603-CA090	(S)	744	Linear Feet	54" Reinforced Concrete Pipe, Class IV, Class B Bedding
0730	603-CA099	(S)	8	Linear Feet	60" Reinforced Concrete Pipe, Class III

Line no.	Item Code	Adj Code	Quantity	Units	Description[Fixed Unit Price]
0740	603-CB003	(S)	1	Each	18" Reinforced Concrete End Section
0750	603-CB004	(S)	84	Each	24" Reinforced Concrete End Section
0760	603-CB005	(S)	31	Each	30" Reinforced Concrete End Section
0770	603-CB006	(S)	5	Each	36" Reinforced Concrete End Section
0780	603-CB007	(S)	2	Each	42" Reinforced Concrete End Section
0790	603-CB009	(S)	2	Each	54" Reinforced Concrete End Section
0800	603-CB010	(S)	1	Each	60" Reinforced Concrete End Section
0810	603-CE018	(S)	424	Linear Feet	44" x 27" Concrete Arch Pipe, Class A III
0820	603-CF005	(S)	6	Each	44" x 27" Concrete Arch Pipe End Section
0830	603-SB028	(S)	4	Each	24" Branch Connections, Stub into Box Culvert
0840	604-A001		488	Pounds	Castings
0850	604-B001		7,790	Pounds	Gratings
0860	605-AA001	(S)	529	Square Yard	Geotextile for Subsurface Drainage, Type III
0870	605-O002	(S)	803	Linear Feet	4" Perforated Sewer Pipe for Underdrains, SDR 23.5
0880	605-P002	(S)	149	Linear Feet	4" Non-perforated Sewer Pipe for Underdrains, SDR 23.5
0890	605-W001	(GY)	35	Cubic Yard	Filter Material for Combination Storm Drain and/or Underdrains, Type A, FM
0900	605-X005	(GY)	31,166	Cubic Yard	Filter Material for Filter Beds, Type C
0910	606-B001		3,463	Linear Feet	Guard Rail, Class A, Type 1
0920	606-D022		18	Each	Guard Rail, Bridge End Section, Type 1
0930	606-E005		26	Each	Guard Rail, Terminal End Section, Flared
0940	606-E007		2	Each	Guard Rail, Terminal End Section, Non-Flared
0950	609-B003	(S)	590	Linear Feet	Concrete Curb, Special Design
0960	609-D003	(S)	358	Linear Feet	Combination Concrete Curb and Gutter Type 2
0970	609-D004	(S)	4,142	Linear Feet	Combination Concrete Curb and Gutter Type 2 Modified
0980	612-B001		29	Cubic Yard	Flowable Fill, Non-Excavatable
0990	614-A001	(S)	317	Square Yard	Concrete Driveway, Without Reinforcement
1000	615-A002	(S)	360	Linear Feet	Concrete Bridge End Barrier, 33.5"
1010	616-A001	(S)	450	Square Yard	Concrete Median and/or Island Pavement, 10-inch
1020	616-A004	(S)	1,147	Square Yard	Concrete Median and/or Island Pavement, 4-inch
1030	617-A001		274	Each	Right-of-Way Marker
1040	619-A1001		26	Mile	Temporary Traffic Stripe, Continuous White
1050	619-A2001		26	Mile	Temporary Traffic Stripe, Continuous Yellow
1060	619-A3001		13	Mile	Temporary Traffic Stripe, Skip White
1070	619-A5001		69,800	Linear Feet	Temporary Traffic Stripe, Detail
1080	619-A6002		2,600	Linear Feet	Temporary Traffic Stripe, Legend
1090	619-C6001		700	Each	Red-Clear Reflective High Performance Raised Marker
1100	619-C7001		548	Each	Two-Way Yellow Reflective High Performance Raised Marker



Line no.	Item Code	Adj Code	Quantity	Units	Description[Fixed Unit Price]
1110	619-D1001		264	Square Feet	Standard Roadside Construction Signs, Less than 10 Square Feet
1120	619-D2001		3,031	Square Feet	Standard Roadside Construction Signs, 10 Square Feet or More
1130	619-E1001		2	Each	Flashing Arrow Panel, Type C
1140	619-F3001		28	Each	Delineators, Guard Rail, White
1150	619-G4001		24	Linear Feet	Barricades, Type III, Double Faced
1160	619-G4002		72	Linear Feet	Barricades, Type III, Double Faced, Permanent
1170	619-G4005		1,752	Linear Feet	Barricades, Type III, Single Faced
1180	619-G5001		541	Each	Free Standing Plastic Drums
1190	619-G7001		53	Each	Warning Lights, Type "B"
1200	619-K2004		14	Each	Installation and Removal of Guard Rail, Type I Bridge End Section
1210	619-K4001		14	Each	Installation and Removal of Guardrail, Terminal End Section
1220	620-A001		1	Lump Sum	Mobilization
1230	621-A001		1	Each	Field Laboratory
1240	630-A001		260	Square Feet	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness
1250	630-A003		1,691	Square Feet	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness
1260	630-C001		533	Linear Feet	Square Tube Posts, 4.0 lb/ft
1270	630-C005		2,383	Linear Feet	Square Tube Posts, 2.0 lb/ft
1280	630-E002		142	Pounds	Structural Steel Angles & Bars, 3" x 3" x 1/4" Angles
1290	630-E004		644	Pounds	Structural Steel Angles & Bars, 7/16" x 2 1/2" Flat Bar
1300	630-F002		80	Each	Delineators, Flexible Post Mounted, Crossover, Type I, Yellow
1310	630-F006		98	Each	Delineators, Guard Rail, White
1320	630-F007		98	Each	Delineators, Guard Rail, Yellow
1330	630-G005		28	Each	Type 3 Object Markers, OM-3R or OM-3L, Post Mounted
1340	699-A001		1	Lump Sum	Roadway Construction Stakes
1350	815-A007	(S)	4,320	Ton	Loose Riprap, Size 300
1360	815-E001	(S)	5,334	Square Yard	Geotextile under Riprap
1370	815-F002	(S)	1,440	Ton	Sediment Control Stone
1380	907-234-A001		75,000	Linear Feet	Temporary Silt Fence
1390	907-234-C001		9,411	Linear Feet	Super Silt Fence
1400	907-234-D001		20	Each	Inlet Siltation Guard
1410	907-234-E001		20	Each	Reset Inlet Siltation Guard
1420	907-403-A002	(BA1)	29,855	Ton	12.5-mm, MT, Asphalt Pavement
1430	907-403-A005	(BA1)	43,819	Ton	19-mm, MT, Asphalt Pavement
1440	907-403-A014	(BA1)	25,050	Ton	9.5-mm, MT, Asphalt Pavement
1450	907-403-B002	(BA1)	1,313	Ton	12.5-mm, MT, Asphalt Pavement, Leveling
1460	907-403-C002	(BA1)	411	Ton	19-mm, MT, Asphalt Pavement, Trench Widening
1470	907-413-E001		756	Linear Feet	Sawing and Sealing Transverse Joints in Asphalt Pavement
1480	907-618-A001		1	Lump Sum	Maintenance of Traffic

Line no.	Item Code	Adj Code	Quantity	Units	Description[Fixed Unit Price]
1490	907-619-E3001		3	Each	Changeable Message Sign
1500	907-626-A007		14	Mile	6" Thermoplastic Double Drop Traffic Stripe, Skip White
1510	907-626-C012		14	Mile	6" Thermoplastic Double Drop Edge Stripe, Continuous White
1520	907-626-E003		2	Mile	6" Thermoplastic Double Drop Traffic Stripe, Continuous Yellow
1530	907-626-F003		14	Mile	6" Thermoplastic Double Drop Edge Stripe, Continuous Yellow
1540	907-626-G006		26,409	Linear Feet	Thermoplastic Double Drop Detail Stripe, White
1550	907-626-G007		18,064	Linear Feet	Thermoplastic Double Drop Detail Stripe, Yellow
1560	907-626-H006		1,677	Square Feet	Thermoplastic Double Drop Legend, White
1570	907-626-H007		2,183	Linear Feet	Thermoplastic Double Drop Legend, White
1580	907-627-J001		7,306	Each	Two-Way Clear Reflective High Performance Raised Markers
1590	907-627-K001		2,397	Each	Red-Clear Reflective High Performance Raised Markers
1600	907-627-L001		238	Each	Two-Way Yellow Reflective High Performance Raised Markers
1610	907-630-PP002		101	Square Feet	Roadside Directional Signs, Sheet Aluminum, 0.125" Thickness, Ground Mounted
1620	907-634-C001		10	Cubic Yard	Pole Foundations, Class "B" Concrete
1630	907-906001		1,040	Hours	Trainees (\$5.00)
<b>ALTERNATE GROUP AA NUMBER 1</b>					
1640	304-F001	(GT)	20,673	Ton	3/4" and Down Crushed Stone Base
<b>ALTERNATE GROUP AA NUMBER 2</b>					
1650	304-F002	(GT)	20,673	Ton	Size 610 Crushed Stone Base
<b>ALTERNATE GROUP AA NUMBER 3</b>					
1660	304-F003	(GT)	20,673	Ton	Size 825B Crushed Stone Base
<b>ALTERNATE GROUP BB NUMBER 1</b>					
1670	605-W002	(GY)	327	Cubic Yard	Filter Material for Combination Storm Drain and/or Underdrains, Type B, FM
<b>ALTERNATE GROUP BB NUMBER 2</b>					
1680	605-W003	(GY)	327	Cubic Yard	Filter Material for Combination Storm Drain and/or Underdrains, Type C, FM
<b>Bridge Items</b>					
1690	501-K001		7,176	Square Yard	Transverse Grooving
1700	803-C003	(S)	6,390	Linear Feet	16" x 16" Prestressed Concrete Piling
1710	803-P001	(S)	4,590	Linear Feet	24" Steel Pipe Piling, Wall Thickness 0.500"
1720	803-P003	(S)	845	Linear Feet	30" Steel Pipe Piling, Wall Thickness 0.500"
1730	803-P008	(S)	5,375	Linear Feet	20" Steel Pipe Piling, Wall Thickness 0.500"
1740	804-C192	(S)	4,183	Linear Feet	100' Prestressed Concrete Beam, Type FIB-36
1750	804-C193	(S)	4,186	Linear Feet	120' Prestressed Concrete Beam, Type FIB-45
1760	804-C199	(S)	1,945	Linear Feet	70' Prestressed Concrete Beam, Type FIB-36
1770	804-C208	(S)	1,665	Linear Feet	60' Prestressed Concrete Beam, Type FIB-36
1780	805-A001	(S)	655,510	Pounds	Reinforcement
1790	805-C001	(S)	19,614	Pounds	Reinforcement, Corrosion Resistant
1800	813-A002	(S)	3,480	Linear Feet	Concrete Railing, 32"

Line no.	Item Code	Adj Code	Quantity	Units	Description[Fixed Unit Price]
1810	815-A007	(S)	20,001	Ton	Loose Riprap, Size 300
1820	815-A009	(S)	3,001	Ton	Loose Riprap, Size 500
1830	815-E001	(S)	19,800	Square Yard	Geotextile under Riprap
1840	907-803-B001	(S)	9	Each	Conventional Static Pile Load Test (\$5000.00)
1850	907-803-I002	(S)	5	Each	PDA Test Pile, Concrete Pile
1860	907-803-I004	(S)	5	Each	PDA Test Pile, Steel Pipe Pile
1870	907-803-J001	(S)	10	Each	Pile Restrike
1880	907-804-A001	(S)	2,176	Cubic Yard	Bridge Concrete, Class BDX
1890	907-804-A002	(S)	927	Cubic Yard	Bridge Concrete, Class AA
1900	907-823-A001		777	Linear Feet	Preformed Joint Seal, Type I
1910	907-832-PP004		8,762	Square Yard	Bridge Concrete Mat

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. **STP-0026-01(072)/ 101649301000**

in **Neshoba** \_\_\_\_\_ 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 Price: \_\_\_\_\_

**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. 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, the Surety shall, after discussions with and consent from the Owner, and at the Surety's expense, elect to take one of the following actions:
  - (a) Arrange for the Contractor, with the consent of the Owner, to perform and complete the Contract;
  - (b) Undertake to perform and complete the Contract itself, through its agents or independent contractors;
  - (c) Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and after investigation, determine the amount for which it may be liable to the Owner (subject to the consent of the Owner) and as soon as practicable after the amount is determined, make payment to the Owner.

4. If the Surety does not proceed, within a reasonable time frame, to enact and carry out the election made in Paragraph 3, 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 equal to the Contract Price; however, the penal sum may be increased or decreased as the result of 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 Price: \_\_\_\_\_

**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, sub-subcontractors, suppliers to the Contractor, suppliers to subcontractors and/or laborers who have performed work on the project site, 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 equal to the Contract Price; however, the penal sum may be increased or decreased as the result of any subsequent Supplemental Agreements and/or final contract quantities.

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**SURETY**

Company: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

MS Insurance ID # \_\_\_\_\_

**SURETY (if applicable)**

Company: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

MS Insurance ID # \_\_\_\_\_





# 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 **Grade Bridge, Pave 2-Lane on SR 19 from 0.25 miles South of SR 492 to Tucker Drive, known as Federal Aid Project No. STP-0026-01(072) / 101649301 in Neshoba 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  
OFFICE OF CIVIL RIGHTS  
JACKSON, MISSISSIPPI

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on:

Letting Date: **February 25, 2025**

Project No: **STP-0026-01(072)/ 101649301000**

County: **Neshoba**

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

Firm Name: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Firm Mailing Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
\_\_\_\_\_ DBE Firm \_\_\_\_\_ Non-DBE Firm

Firm Name: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Firm Mailing Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
\_\_\_\_\_ DBE Firm \_\_\_\_\_ Non-DBE Firm

Firm Name: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Firm Mailing Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
\_\_\_\_\_ DBE Firm \_\_\_\_\_ Non-DBE Firm

Firm Name: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Firm Mailing Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
\_\_\_\_\_ DBE Firm \_\_\_\_\_ Non-DBE Firm

Firm Name: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Firm Mailing Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
\_\_\_\_\_ DBE Firm \_\_\_\_\_ Non-DBE Firm

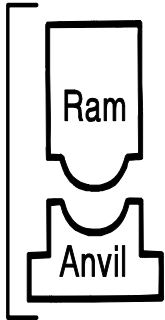
\_\_\_\_\_  
SUBMITTED BY (Signature)

\_\_\_\_\_  
FIRM NAME

**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: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



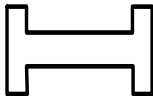
**Striker Plate**

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.		



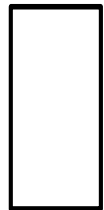
**Helmet (Drive Head)**

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: \_\_\_\_\_

