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03 -



SM No. CMEP3000062201

PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF

03

Removal & Disposal of Debris on various routes throughout District 3, known as Federal Aid Project Nos. MEP-3000-06(220) / 310227306 in Bolivar County, MEP-3000-26(221) / 310227326 in Holmes County, MEP-3000-27(222) / 310227327 in Humphreys County, MEP-3000-63(223) / 310227363 in Sharkey County, MEP-3000-67(224) / 310227367 in Sunflower County, MEP-3000-76(225) / 310227376 in Washington County & MEP-3000-82(226) / 310227383 in Yazoo County.

Project Completion: 08/05/2026

(STATE DELEGATED)

NOTICE

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

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

SECTION 900

OF THE CURRENT 2017 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

JACKSON, MISSISSIPPI

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION
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MEP-3000-76(225)/310227376 - Washington
MEP-3000-82(226)/310227382 - Yazoo**

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PROJECT: MEP-3000-06(220)/310227306 - Bolivar
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(REVISIONS TO THE ABOVE WILL BE INDICATED ON THE SECOND SHEET
OF SECTION 905 AS ADDENDA)

03/27/2026 11:55 AM

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 901 - ADVERTISEMENT

Electronic bids will be received by the Mississippi Transportation Commission at 2:00 o'clock P.M., Friday, April 17, 2026, from the Bid Express Service and shortly thereafter publicly read in the Construction Division For:

Removal & Disposal of Debris on various routes throughout District 3, known as Federal Aid Project Nos. MEP-3000-06(220) / 310227306 in Bolivar County, MEP-3000-26(221) / 310227326 in Holmes County, MEP-3000-27(222) / 310227327 in Humphreys County, MEP-3000-63(223) / 310227363 in Sharkey County, MEP-3000-67(224) / 310227367 in Sunflower County, MEP-3000-76(225) / 310227376 in Washington County & MEP-3000-82(226) / 310227383 in Yazoo 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 specifications are on file in the offices of the Mississippi Department of Transportation.

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

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

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

BRAD WHITE
EXECUTIVE DIRECTOR

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.

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

MEP-3000-06(220) 310227/306000

MEP-3000-26(221) 310227/326000

MEP-3000-27(222) 310227/327000

MEP-3000-63(223) 310227/363000

MEP-3000-67(224) 310227/367000

MEP-3000-76(225) 310227/376000

MEP-3000-82(226) 310227/382000

Bolivar, Holmes, Humphreys, Sharkey,
Sunflower, Washington & Yazoo Counties

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

None.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Inter-Departmental Memorandum

To: Right of Way Division
Don Drake

Date: March 24, 2026

From: Pre-Construction Engineer District 3
Adam Boggan

Project No: 310227/306000
MEP-3000-06(220)
310227/326000
MEP-3000-26(221)
310227/327000
MEP-3000-27(222)
310227/363000
MEP-3000-63(223)
310227/367000
MEP-3000-67(224)
310227/376000
MEP-3000-76(225)
310227/382000
MEP-3000-82(226)

Counties: Bolivar, Holmes,
Humphreys, Sharkey,
Sunflower,
Washington, & Yazoo

DISTRICT STATUS REPORT

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

AB:ab

pc: Joel Bellipanni (District Three)
James Burks (District Three)
Alex Zivic (Construction Division)
Sir Johnathan Rucker (Construction Utility & Permitting)
Don Drake (Right of Way)
File

ASBESTOS ABATEMENT STATUS REPORT

MEP-3000-06(220) 310227/306000
MEP-3000-26(221) 310227/326000
MEP-3000-27(222) 310227/327000
MEP-3000-63(223) 310227/363000
MEP-3000-67(224) 310227/367000
MEP-3000-76(225) 310227/376000
MEP-3000-82(226) 310227/382000

Bolivar, Holmes, Humphreys, Sharkey, Sunflower, Washington, & Yazoo Counties

March 25, 2026

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

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

There is no right-of-way required for this project, and the contractor will not need to remove any buildings.

STATUS OF POTENTIALLY CONTAMINATED SITES REPORT

MEP-3000-06(220) 310227/306000
MEP-3000-26(221) 310227/326000
MEP-3000-27(222) 310227/327000
MEP-3000-63(223) 310227/363000
MEP-3000-67(224) 310227/367000
MEP-3000-76(225) 310227/376000
MEP-3000-82(226) 310227/382000

Bolivar, Holmes, Humphreys, Sharkey, Sunflower, Washington, & Yazoo Counties

March 25, 2026

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

IMPROVEMENTS STATUS REPORT

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

FMS Construction Project No: 310227/306000
310227/326000
310227/327000
310227/363000
310227/367000
310227/376000
310227/382000

FMS ROW Project No:

External ROW No: MEP-3000-06(220)
MEP-3000-26(221)
MEP-3000-27(222)
MEP-3000-63(223)
MEP-3000-67(224)
MEP-3000-76(225)
MEP-3000-82(226)

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 28

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Fuel and Material Adjustments

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO 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. 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. 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. 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. 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. 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. 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 7th Street, SW
Washington, DC 20590
(202) 366-2212

or

https://ops.fhwa.dot.gov/freight/publications/brdg_frm_wghts/

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 – NOTICE TO BIDDERS NO. 7578

CODE: (IS)

DATE: 12/16/2025

SUBJECT: Obligation Date

With respect to the obligation date referenced in Special Provision No. 907-700-2 (Materials and Tests), bidders are advised that this project will be obligated on or after October 1, 2025, and before October 1, 2026.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 – NOTICE TO BIDDERS NO. 7624

CODE: (SP)

DATE: 01/20/2026

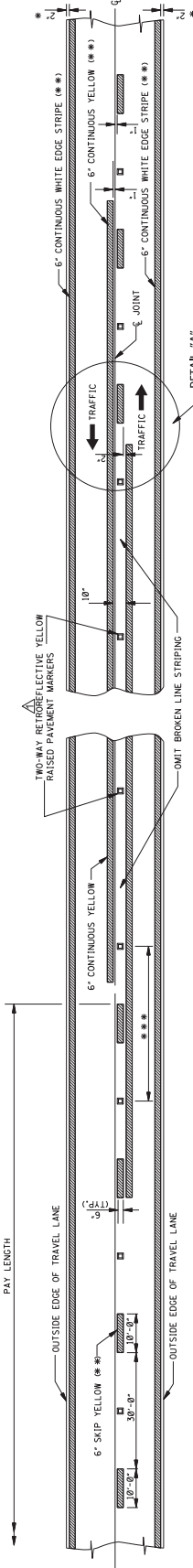
SUBJECT: Standard Drawings

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

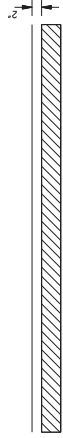
Larger copies of Standard Drawings may be purchased from:

MDOT Plans Print Shop
MDOT Shop Complex, Building C, Room 114
2567 North West Street
P.O. Box 1850
Jackson, MS 39215-1850
Telephone: (601) 359-7460
or FAX: (601) 359-7461
or e-mail: plans@mdot.state.ms.us

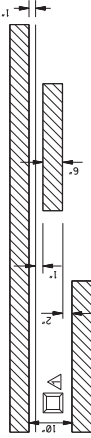
STATE PROJECT NO.
MISS.



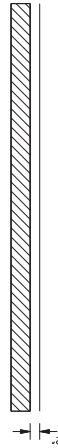
TWO-WAY TRAFFIC
(ASPHALT OR CONCRETE PAVEMENT)



TRAFFIC



TRAFFIC



DETAIL "A"

NOTE: THE CRITERIA FOR NO-PASSING ZONES
CAN BE FOUND IN THE MDOT ROADWAY
DESIGN MANUAL, SECTION 11-1.0B1.

DIRECTION OF
TRAFFIC

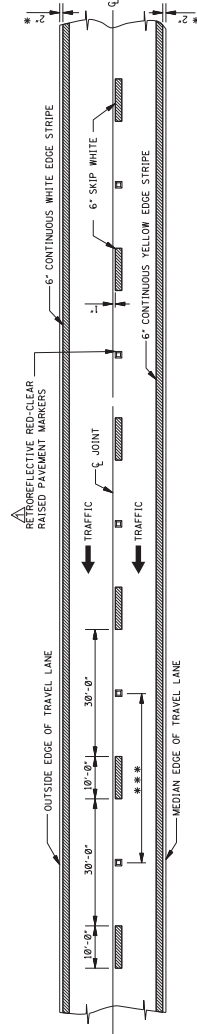
GENERAL NOTES:

- * 1. 2' UNLESS SHOWN ELSEWHERE ON THE PLANS, FOR CURB AND GUTTER PLASTIC AS INDICATED IN PART ITEMS, WK. SHEETS RS-1, RS-2, AND RS-3.
- ** 2. EDGE STRIPE SHALL BE SAME MATERIAL AS LANE-LINE STRIPE AND CURB PLASTIC AS INDICATED IN PART ITEMS.
- *** 3. 6'-0" WIDE RETROREFLECTIVE RAISED PAVEMENT MARKERS IS AS FOLLOWS:

TANGENT SECTIONS	RURAL AREA
HORIZONTAL CURVES	40'-0"
INTERCHANGE LIMITS	48'-0"
	1-48'-0"

* NOTE: ON THE MAIN FACILITY RETROREFLECTIVE RED-CLEAR RAISED PAVEMENT MARKERS ON A 40'-0" SPACING WILL BE REQUIRED ON LANE-LINES THROUGH ALL INTERCHANGE AREAS BEGINNING 100 FEET FROM THE BEGINNING OF THE INTERCHANGE TO THE END OF THE ENTRANCE RAMP TAPEL.

- △ 4. PAVEMENT MARKERS SHALL BE HIGH PERFORMANCE RETROREFLECTIVE RAISED PAVEMENT MARKERS AS LISTED IN THE MDOT "APPROVED PRODUCTS LIST."



4-LANE WITH ONE-WAY TRAFFIC

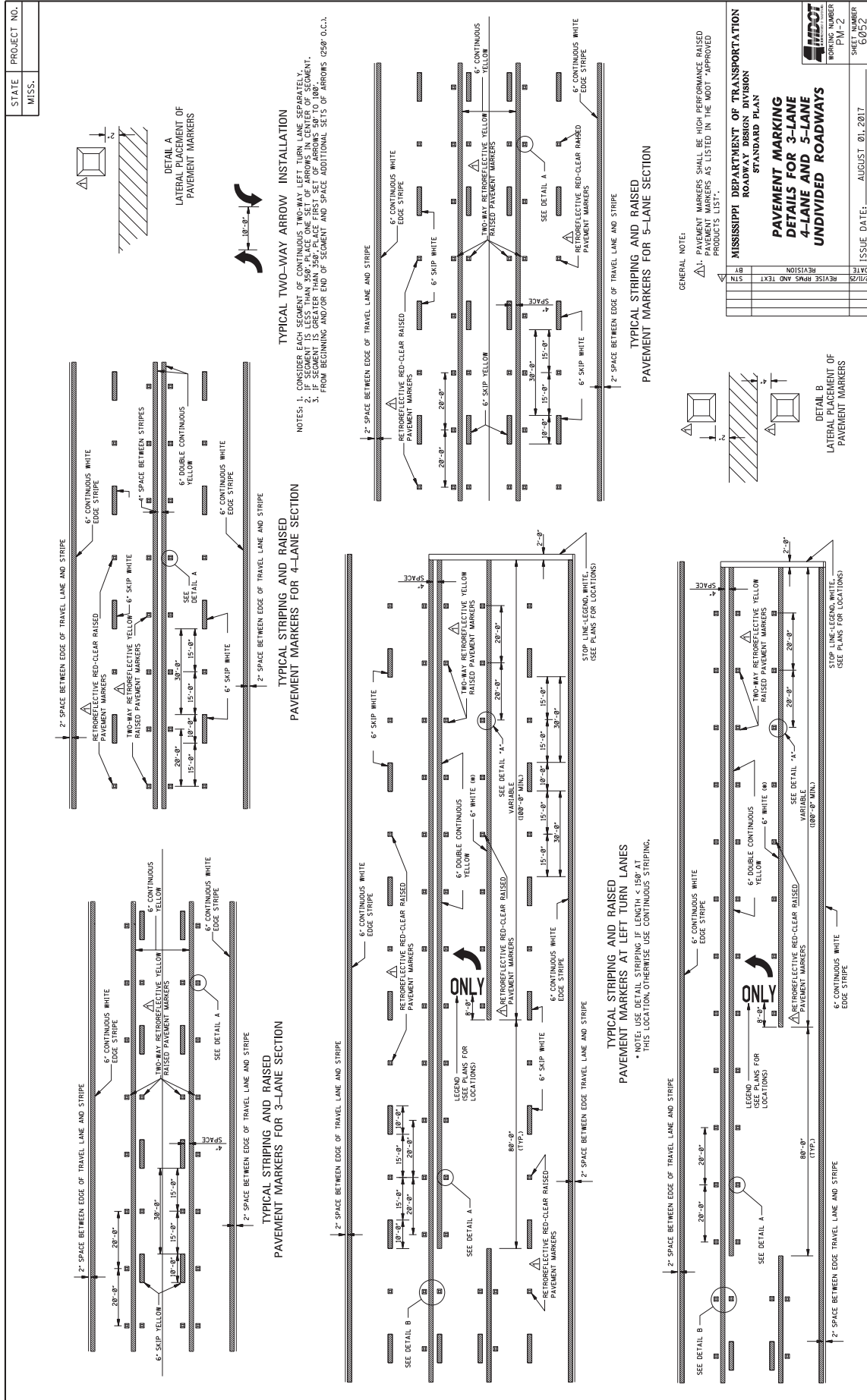
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

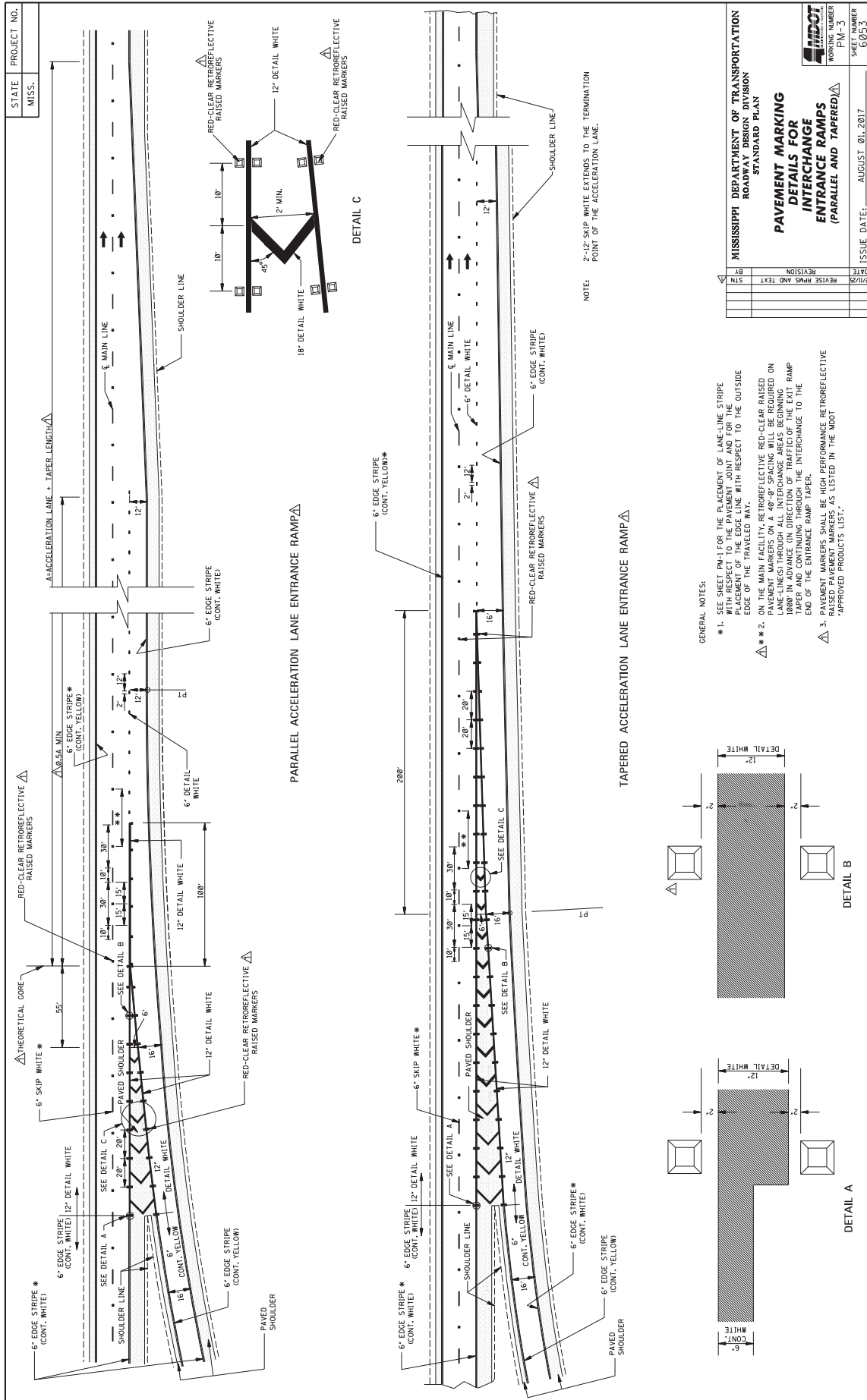
**PAVEMENT MARKING
DETAILS FOR
2-LANE AND 4-LANE
DIVIDED ROADWAYS**

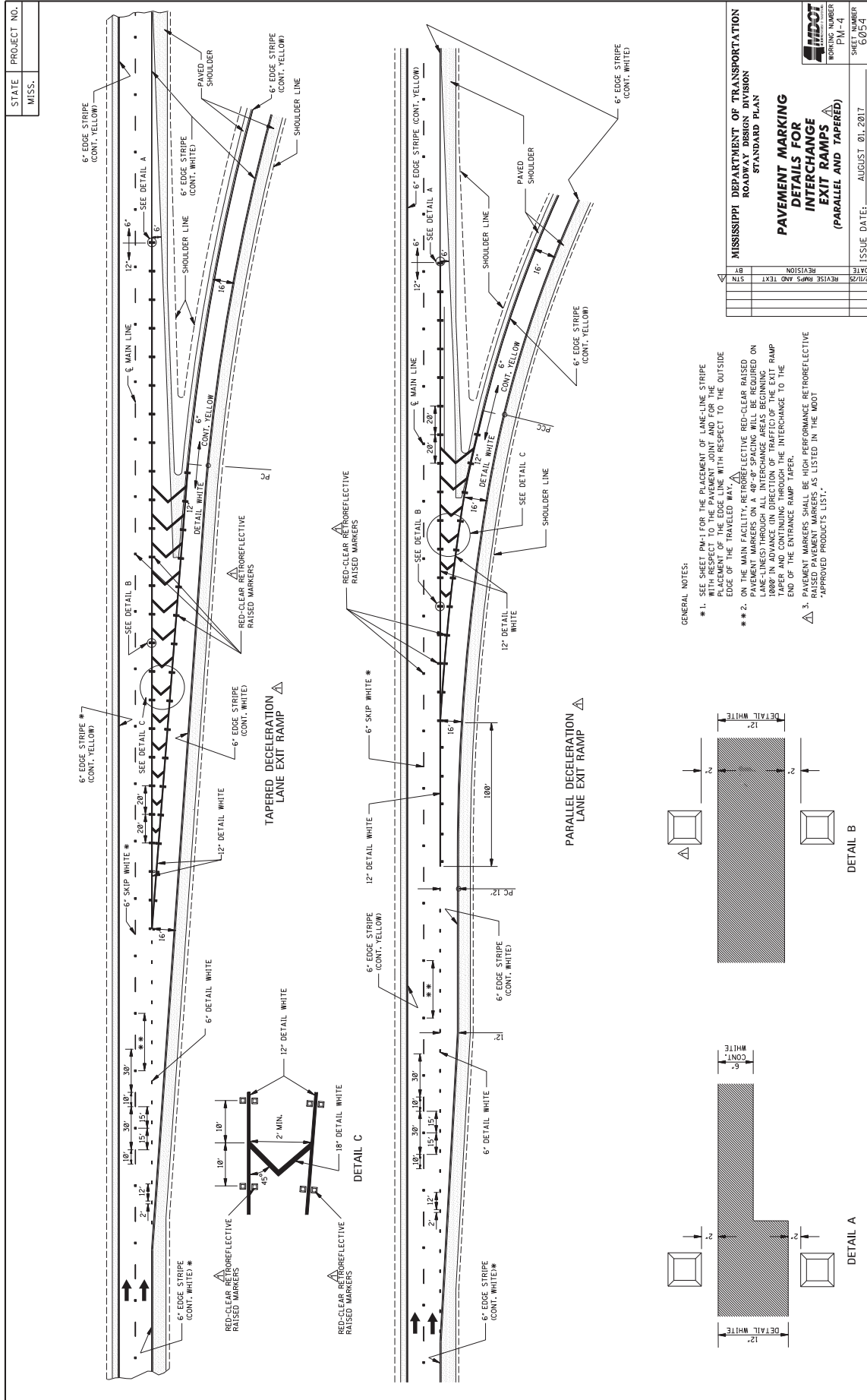
ISSUE DATE: AUGUST 01, 2017
SHEET NUMBER 6031

DATE	BY	REVISION

WORKING NUMBER
PM-1







MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
ROADWAY DESIGN DIVISION	
STANDARD PLAN	
PAVEMENT MARKING	
DETAILS FOR	
INTERCHANGE	
EXIT RAMP	
(PARALLEL AND TAPERED)	
ISSUE DATE: AUGUST 01, 2017	
SHEET NUMBER	
PM-4	
WORKING NUMBER	
6034	

STATE MISS.	PROJECT NO.	
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GENERAL NOTES:

- TWO HORIZONTAL GAPS, CAUSED BY IMPALE CONSTRUCTION, SHALL BE PERMITTED IN EACH LETTER. THE GAPS SHALL BE PERMITTED IN EACH LETTER.
- NUMERALS, SYMBOLS, AND ARROWS SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE "STANDARD HIGHWAY SIGNS" PUBLICATION AS REFERENCED IN SECTION 104.01, LATEST EDITION OF THE MUTCD.
- WORD, SYMBOL, AND ARROW MARKINGS SHALL BE WHITE, UNLESS OTHERWISE NOTED IN THE PLANS.
- PAY QUANTITIES FOR PAVEMENT MARKING LEGENDS ARE AS FOLLOWS:

LEGEND	AREA (FT ²)
STOP	24.6
RIGHT	28.6
LEFT	19.5
TURN	27.3
AHEAD	32.3
YIELD	26.8
EXIT	18.5
SIGNAL	32.5
SCHOOL	35.5

PAVEMENT MARKING LEGEND DETAILS

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

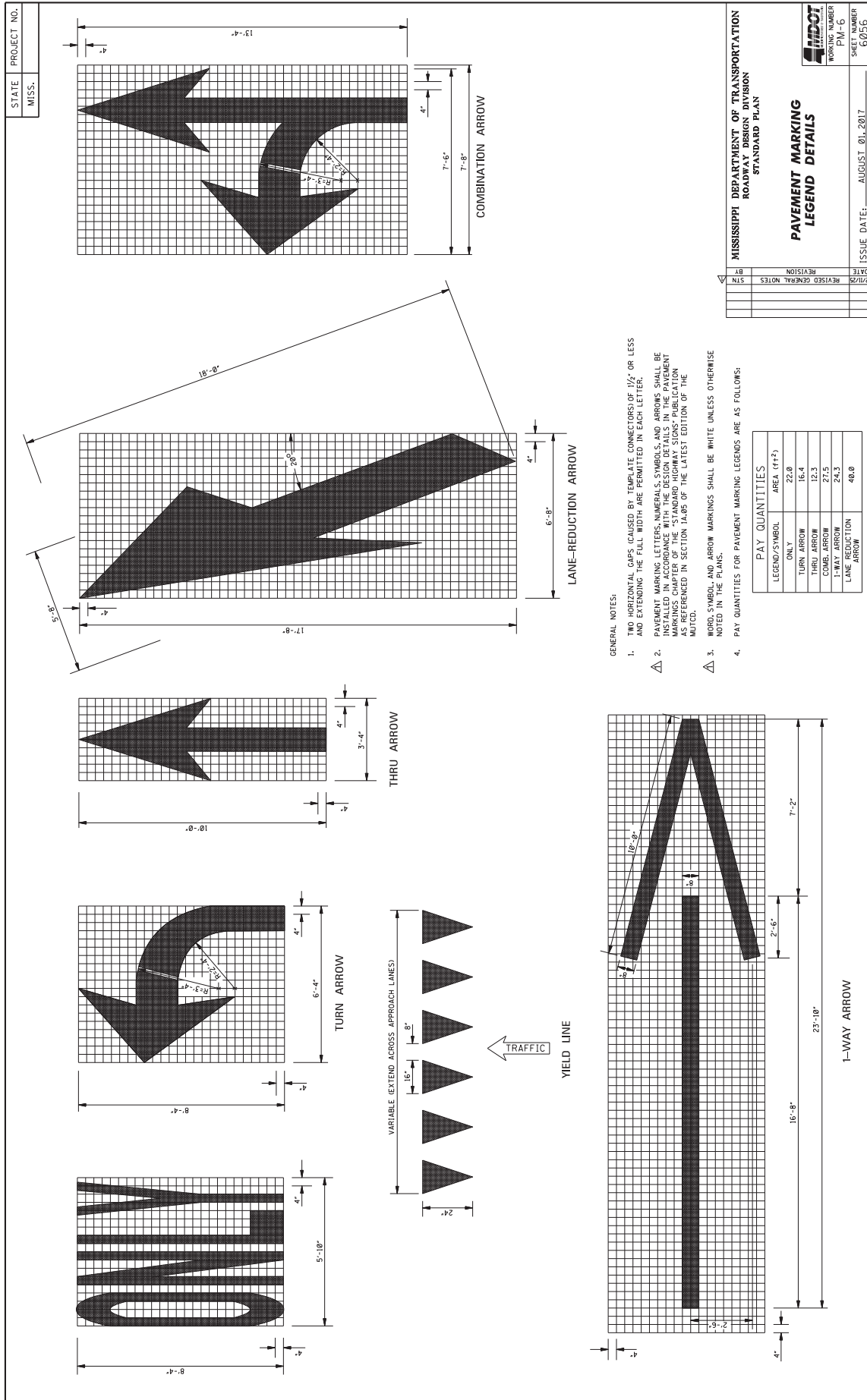
PAVEMENT MARKING LEGEND DETAILS

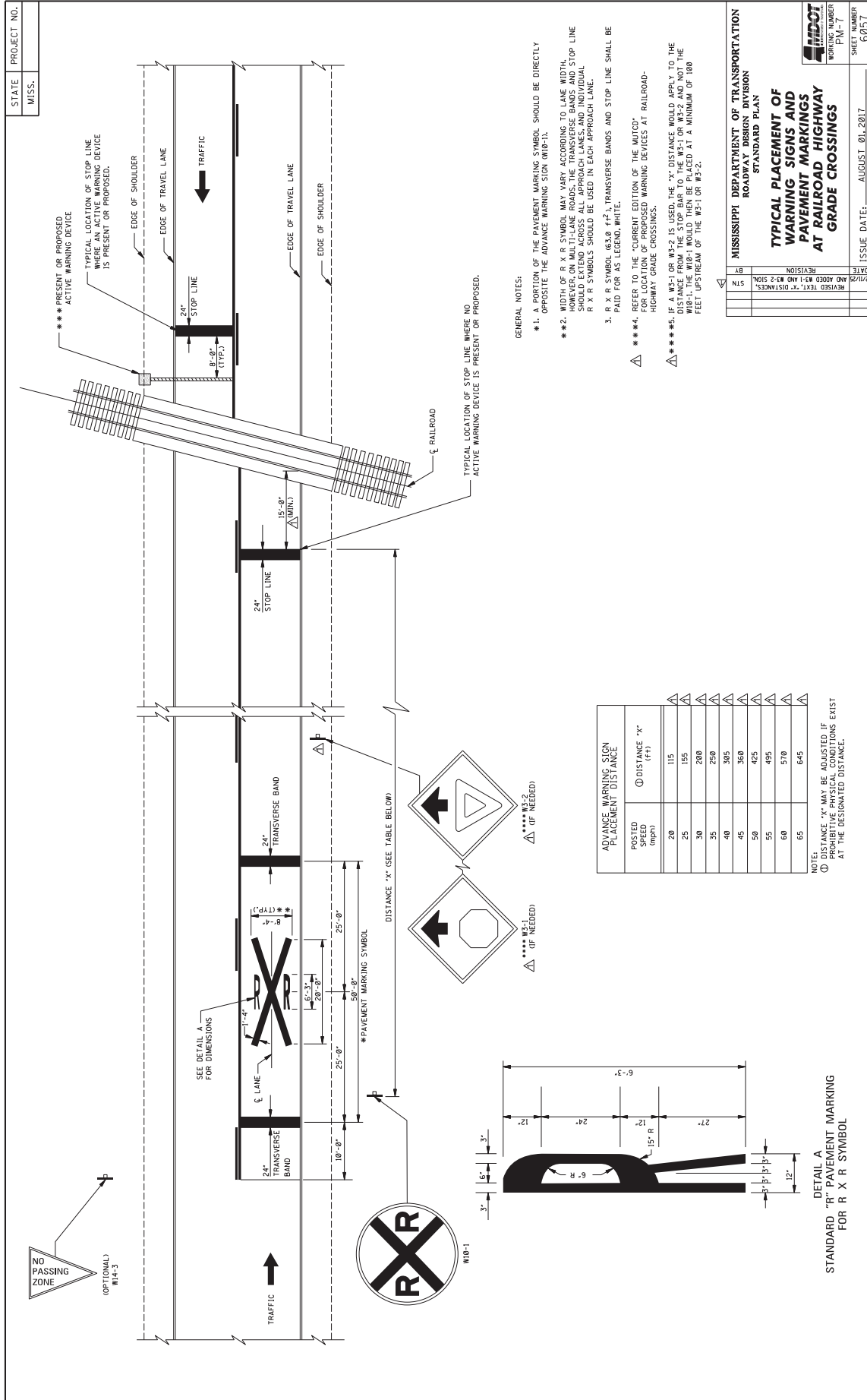
ISSUE DATE: AUGUST 01, 2017

WORKING NUMBER: PM-5

SHEET NUMBER: 6035

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BY	DATE	BY	DATE	BY	DATE	BY	DATE	BY

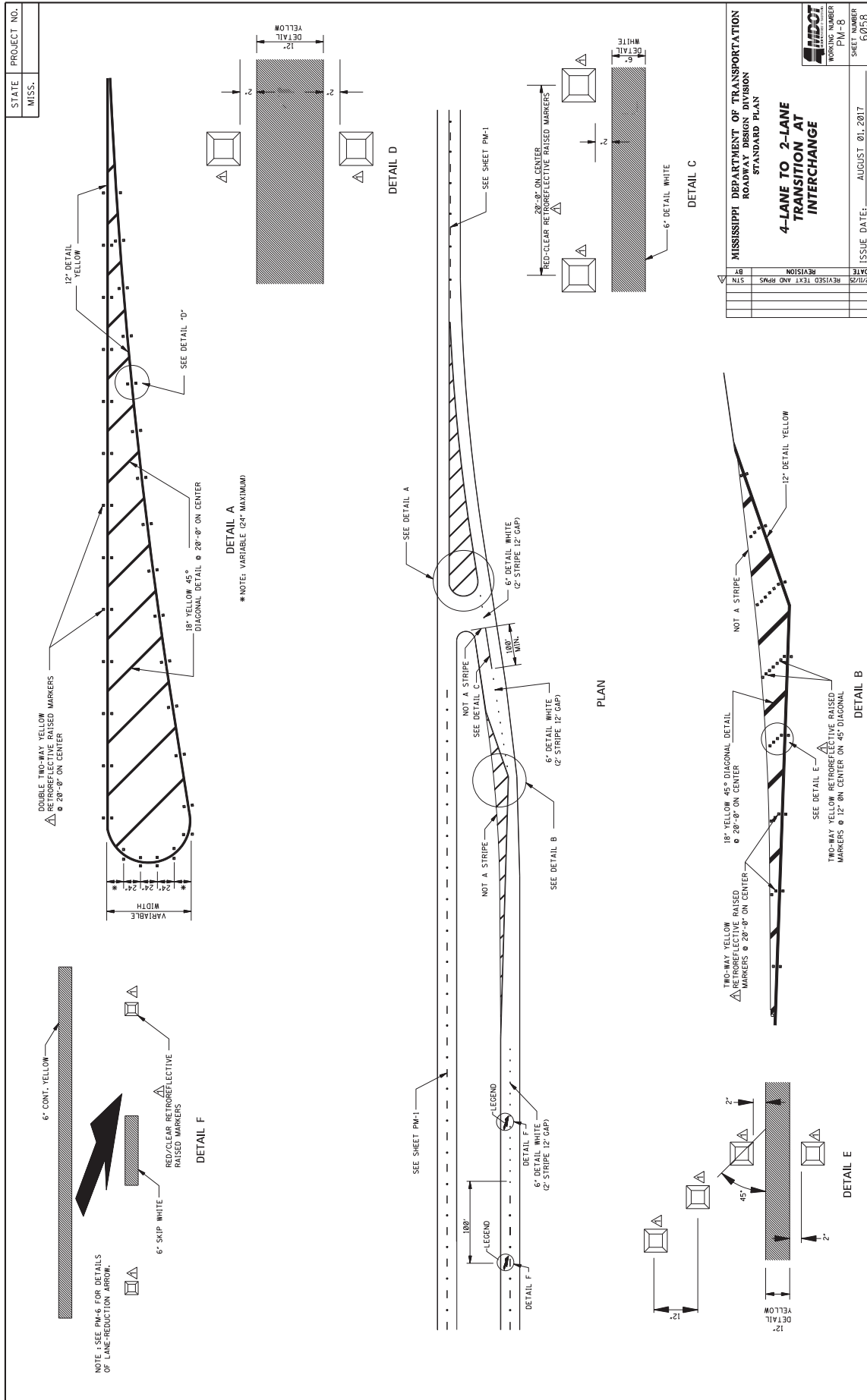


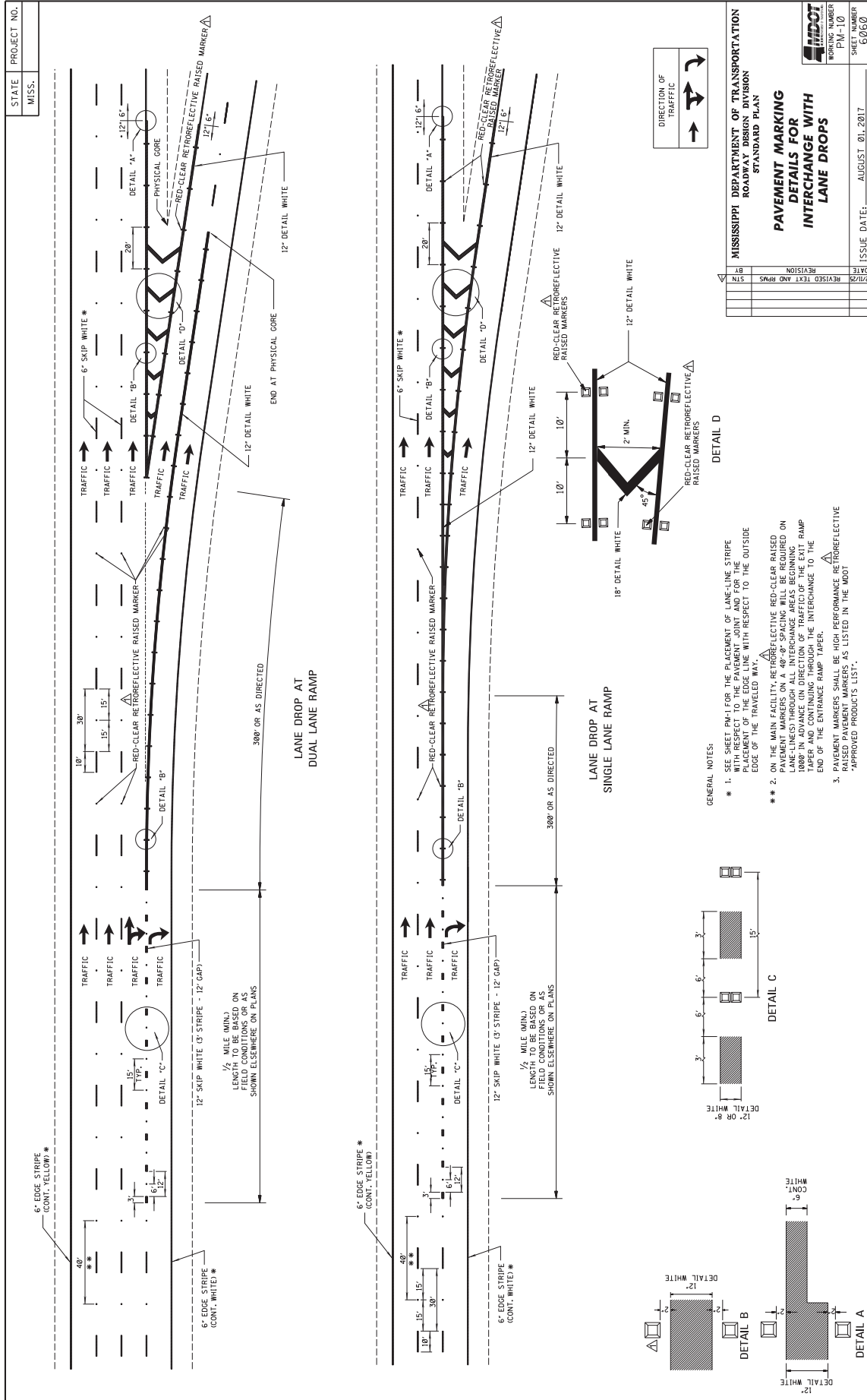


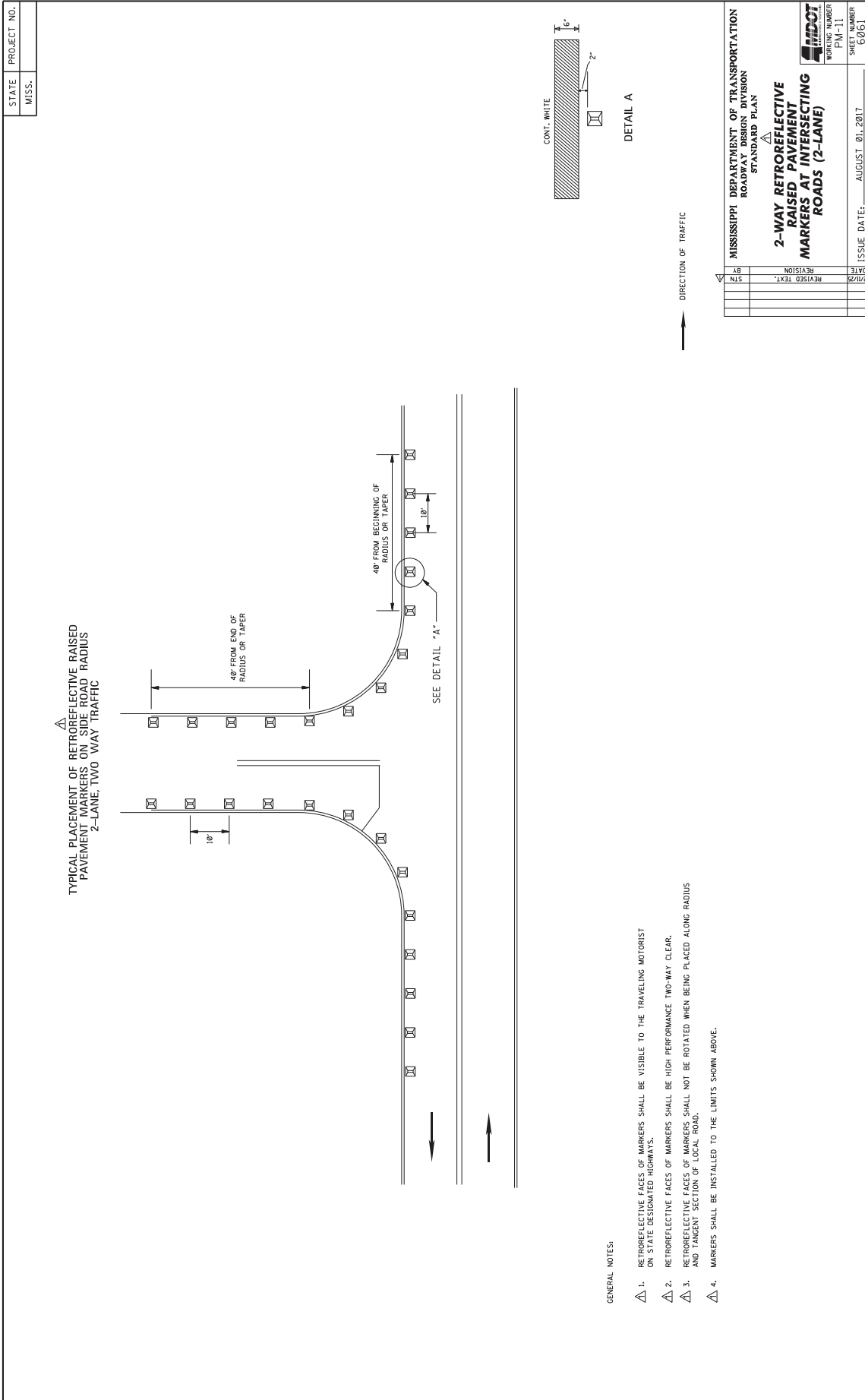
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
 ROADWAY DESIGN DIVISION
 STANDARD PLAN

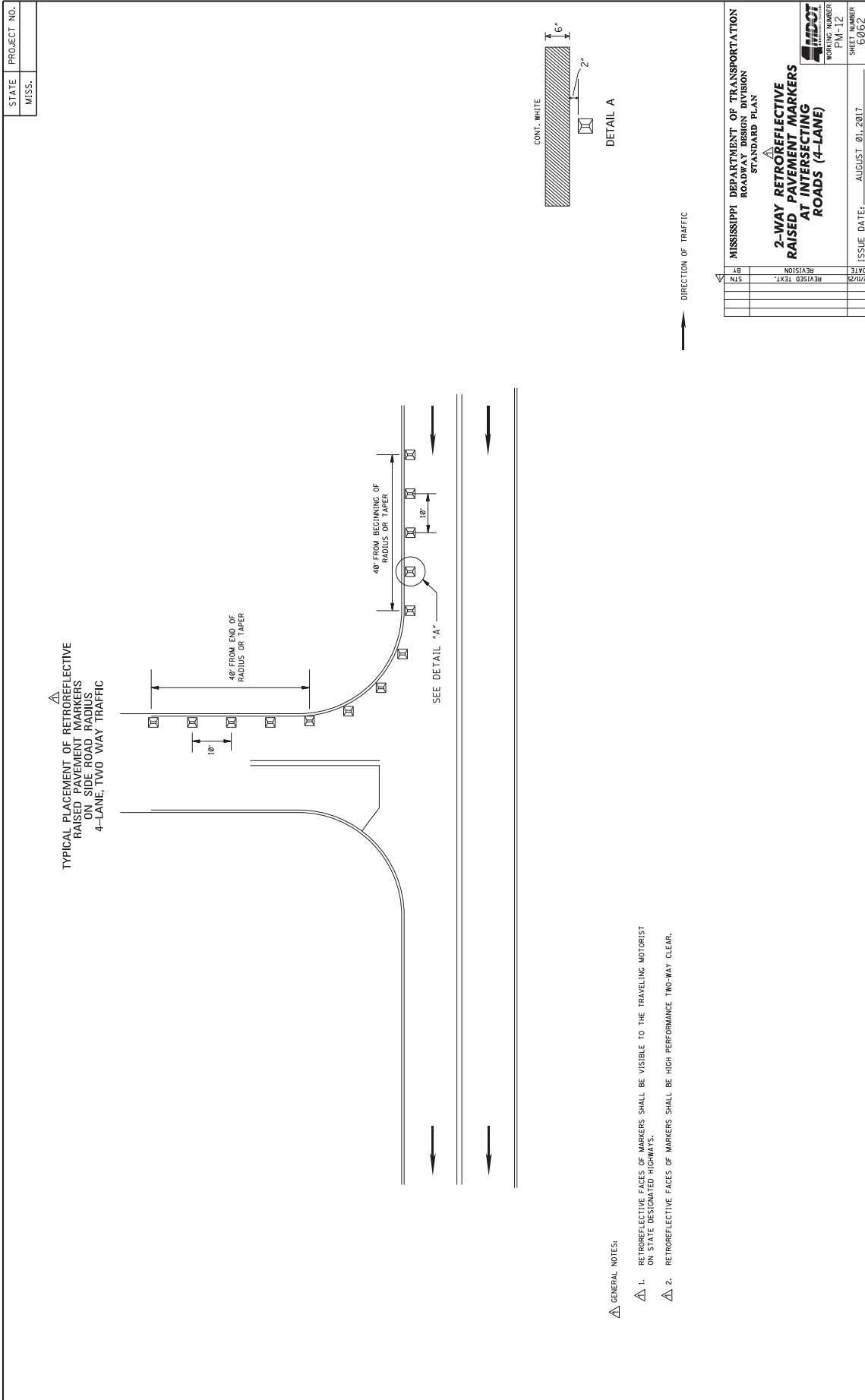
TYPICAL PLACEMENT OF WARNING SIGNS AND PAVEMENT MARKINGS AT RAILROAD HIGHWAY GRADE CROSSINGS

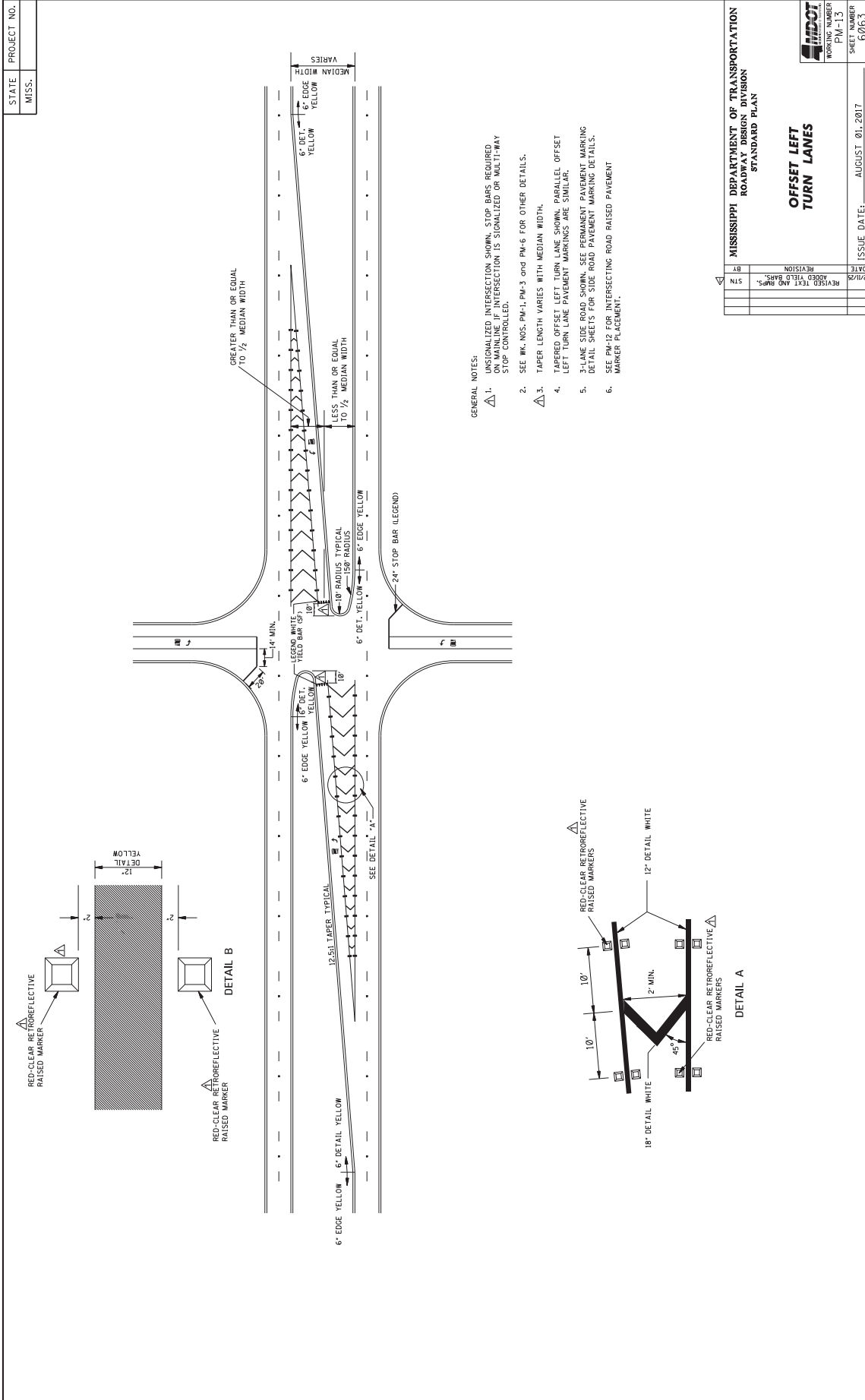
ISSUE DATE: AUGUST 01, 2017
 SHEET NUMBER 60571











	REVISION	BY	DATE				
1	REVISED TEXT AND RAMP SLOPE	SIN	8/1/17	PM-13	SHEET NUMBER	6063	ISSUE DATE: AUGUST 01, 2017

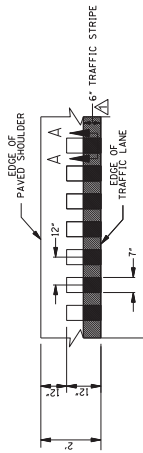
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

OFFSET LEFT TURN LANES

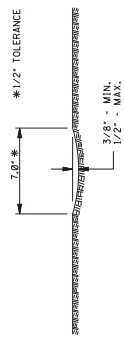
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
WORKING NUMBER PM-13
SHEET NUMBER 6063

STATE	PROJECT NO.
MISS.	

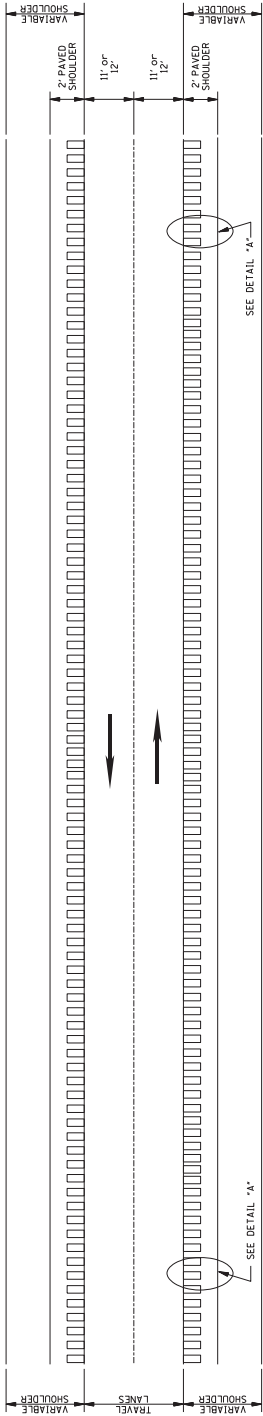
- GENERAL NOTES
- GROUND-IN RUMBLE STRIPES SHALL BE APPLIED ON LEFT AND RIGHT SHOULDERS OF ALL PAVED SHOULDERS ON THIS PROJECT
 - GROUND-IN RUMBLE STRIPES SHALL BE APPLIED TO ALL PAVED SHOULDERS ON ROADWAYS OR OTHER INTERRUPTIONS IN NORMAL SHOULDER WIDTH AS DIRECTED BY THE ENGINEER
 - COST TO BE PAID FOR USING APPROPRIATE PAY ITEMS
 - GROUND-IN RUMBLE STRIPES SHALL BE APPLIED TO:
 - MAINLINE
 - INTERSECTING ROADWAY IF OVERLAID OR RECONSTRUCTED BEYOND NORMAL MAINLINE R.O.M.
 - ANY ROADWAY WITH EXISTING RUMBLE STRIPES PRIOR TO CONSTRUCTION.
 - OMIT GROUND-IN RUMBLE STRIPES WHERE TRAFFIC LANE IS LESS THAN 11 FEET WIDE.



DETAIL "A"



SECTION "A-A"



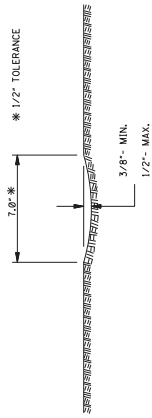
PLAN
NOT TO SCALE

MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
RUMBLE STRIPES 2-LANE HIGHWAYS (ASPHALT LANES, 2-FT ASPHALT SHOULDERS)	
DATE	ISSUE DATE: AUGUST 01, 2017
BY	SHEET NUMBER RS-1
REVISION	WORKING NUMBER 6064
DATE	
BY	
REVISION	
DATE	
BY	
REVISION	

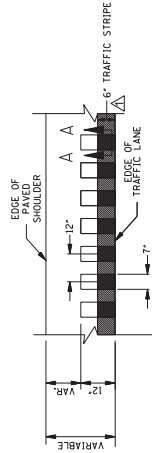
STATE	PROJECT NO.
MISS.	

GENERAL NOTES

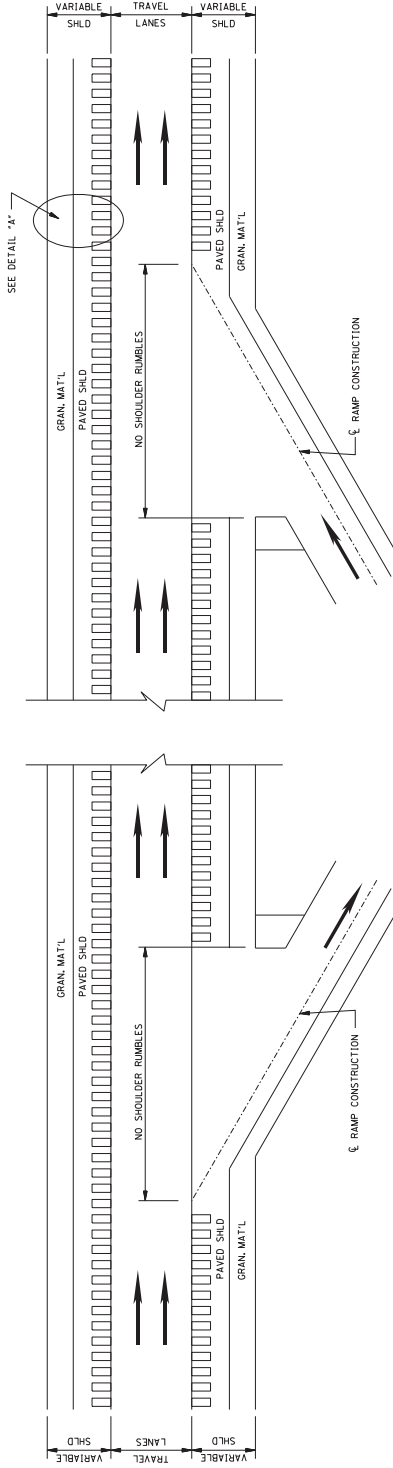
- GROUND-IN RUMBLE STRIPES SHALL BE APPLIED ON LEFT AND RIGHT SHOULDERS OF ALL PAVED SHOULDERS ON THIS PROJECT.
- GROUND-IN RUMBLE STRIPES SHALL BE APPLIED TO ALL PAVED SHOULDERS ON ROADWAYS OR OTHER INTERRUPTIONS IN NORMAL SHOULDER WIDTH AS DIRECTED BY THE ENGINEER.
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- GROUND-IN RUMBLE STRIPES SHALL BE APPLIED TO:
 - MAINLINE
 - INTERSECTING ROADWAY IF OVERLAID OR RECONSTRUCTED BEYOND NORMAL MAINLINE R.O.M.
 - ANY ROADWAY WITH EXISTING RUMBLE STRIPES PRIOR TO CONSTRUCTION.



SECTION "A-A"

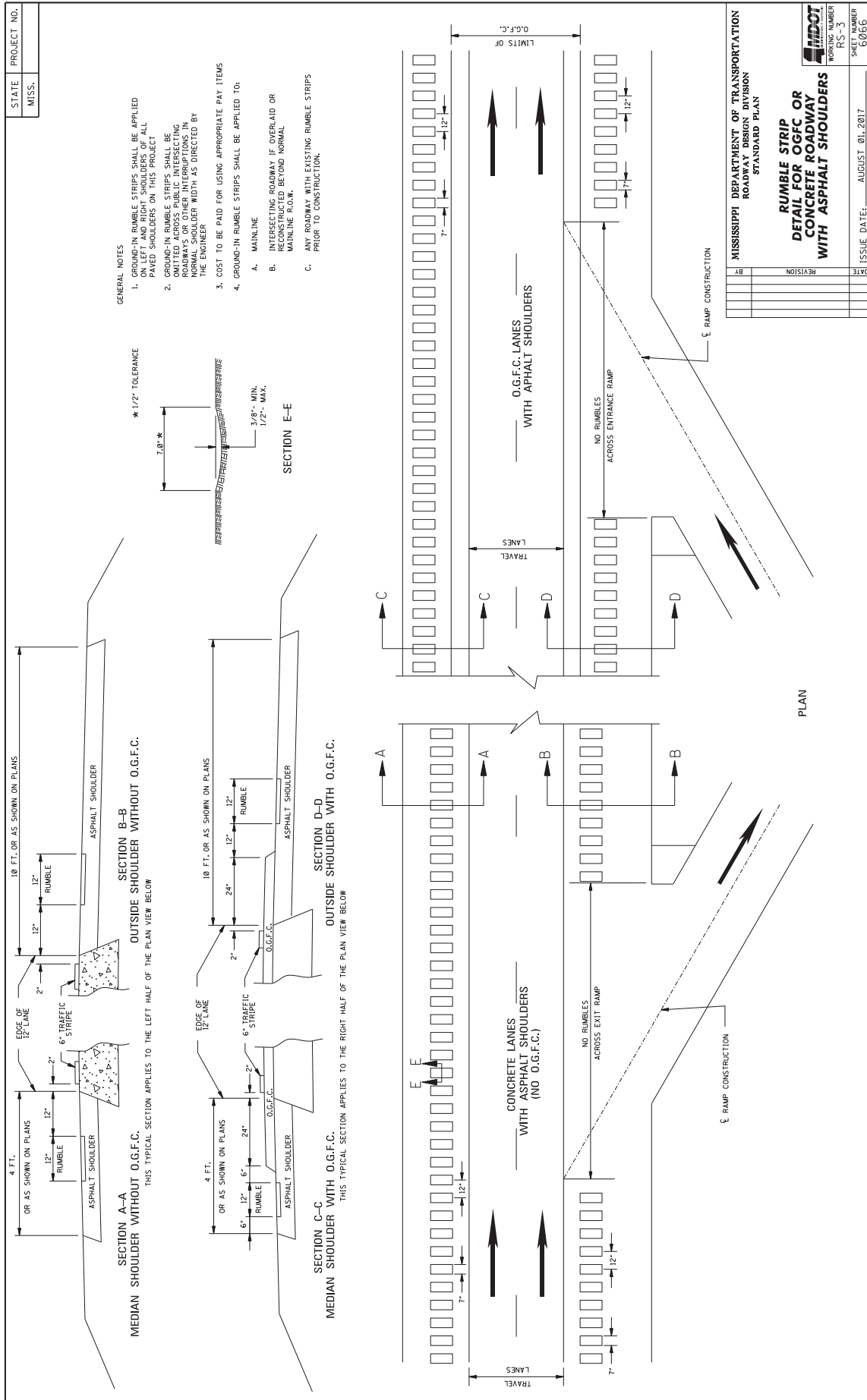


DETAIL "A"

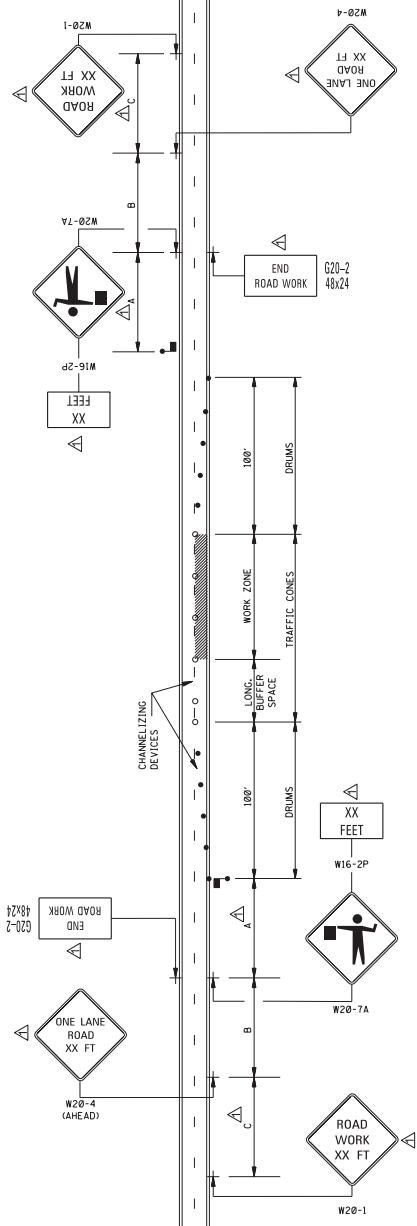


PLAN
NOT TO SCALE
DETAILS OF
RUMBLE STRIPS

MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
ROADWAY DESIGN DIVISION	
STANDARD PLAN	
RUMBLE STRIPES	
4-LANE HIGHWAYS	
(ASPHALT LANES,	
2-FT OR WIDER,	
ASPHALT SHOULDERS)	
WORKING NUMBER	RS-2
SHEET NUMBER	0005
ISSUE DATE:	AUGUST 01, 2017



STATE PROJECT NO.
MISS.



- LEGEND
- ▲ FLAGGER
 - RETROREFLECTIVE FREE-STANDING PLASTIC DRUMS
 - TRAFFIC CONES (28" HEIGHT MINIMUM)

ROAD TYPE	A	B	C
URBAN (35 MPH OR LESS)	100 FT.	100 FT.	100 FT.
URBAN (40 - 70 MPH)	350 FT.	350 FT.	350 FT.
RURAL	500 FT.	500 FT.	500 FT.
EXPRESSWAY / FREEWAY	1000 FT.	1500 FT.	2640 FT.

- GENERAL NOTES:
- THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE. FLAGGER STATIONS SHALL BE LOCATED SUCH THAT THE STOPPING SIGHT DISTANCE REQUIREMENTS ARE MET. STOPPING SIGHT DISTANCE VALUES IN STOPPING SIGHT DISTANCE COLUMN MAY BE USED AS A MINIMUM FOR THIS DISTANCE.
 - ALL CHANNELIZING DEVICES SHALL BE A MINIMUM OF 28" IN HEIGHT.
 - DIAMOND SHARED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 36" x 36" AND BLACK COPY ON FLUORESCENT ORANGE SHEETING.
 - WHEN WORK ZONE IS NO LONGER NEEDED, ALL SIGNS SHALL BE COVERED OR REMOVED. ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
 - ADDITIONAL FLAGGERS MAY BE NEEDED AS DIRECTED BY THE ENGINEER.
 - WHEN WORK IS REQUIRED AT NIGHT, FLAGGER STATIONS SHALL BE ILLUMINATED EXCEPT IN EMERGENCIES.
 - CHANNELIZING DEVICE TYPES FOR:
 - A. APPROACH AND EXIT TAPERS- RETROREFLECTIVE PLASTIC DRUMS
 - B. ALONG LANE LINE AND WORK ZONE- TRAFFIC CONES (28" HEIGHT)
 - ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.
 - AN OPTIONAL FLAGGER (W20-7A) WORD MESSAGE IS SHOWN IN THE STANDARD HIGHWAY SIGNS PUBLICATION.

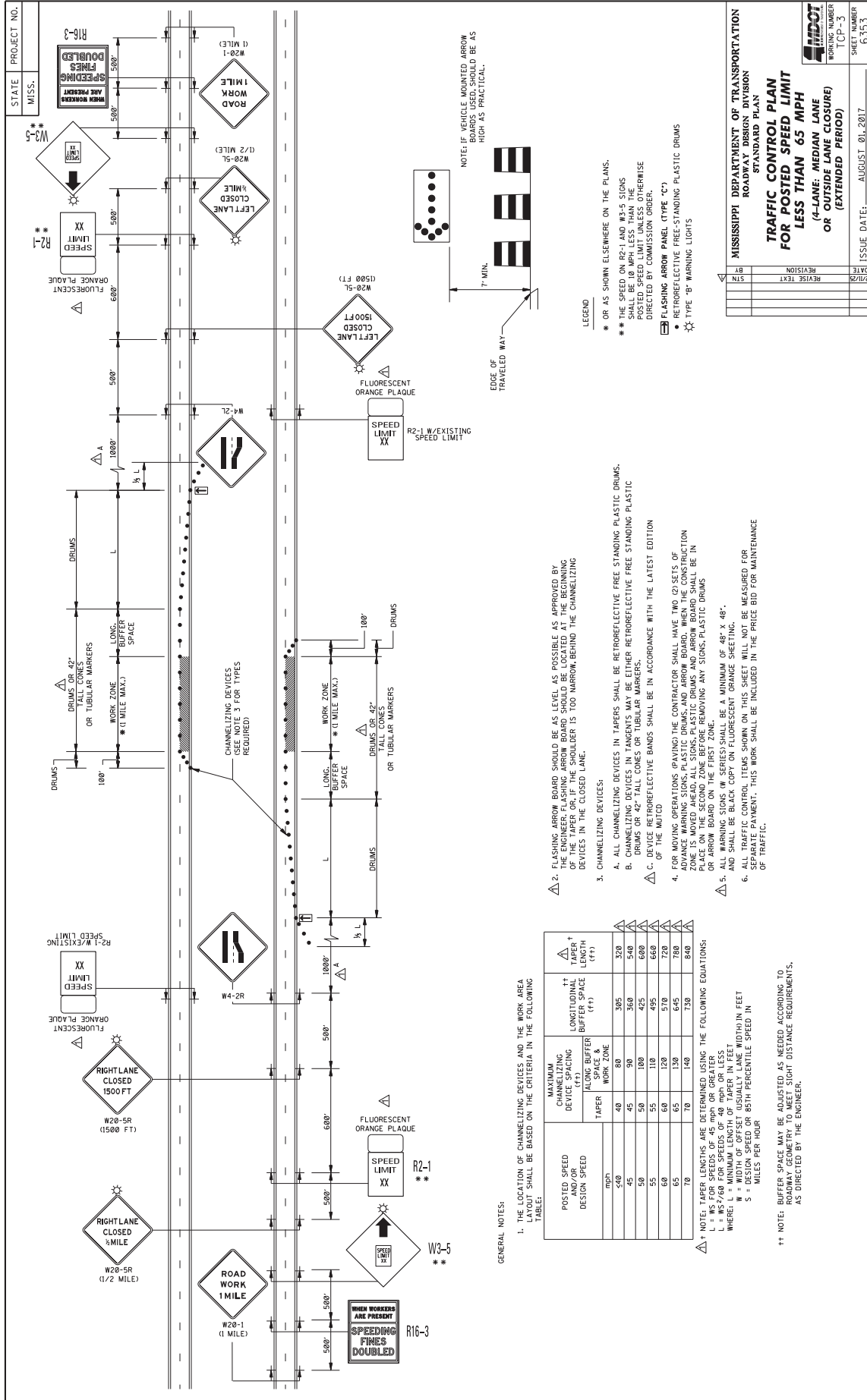
POSTED SPEED AND/OR DESIGN SPEED AND/OR ANTICIPATED OPERATING SPEED (mph)	MAXIMUM CHANNELIZING DEVICE SPACING (ft)	LONGITUDINAL BUFFER SPACE (ft)	STOPPING SIGHT DISTANCE
25	20	50	155
30	20	60	200
35	20	70	250
40	20	80	305
45	20	90	360
50	20	100	425
55	20	110	495
60	20	120	570
65	20	130	645

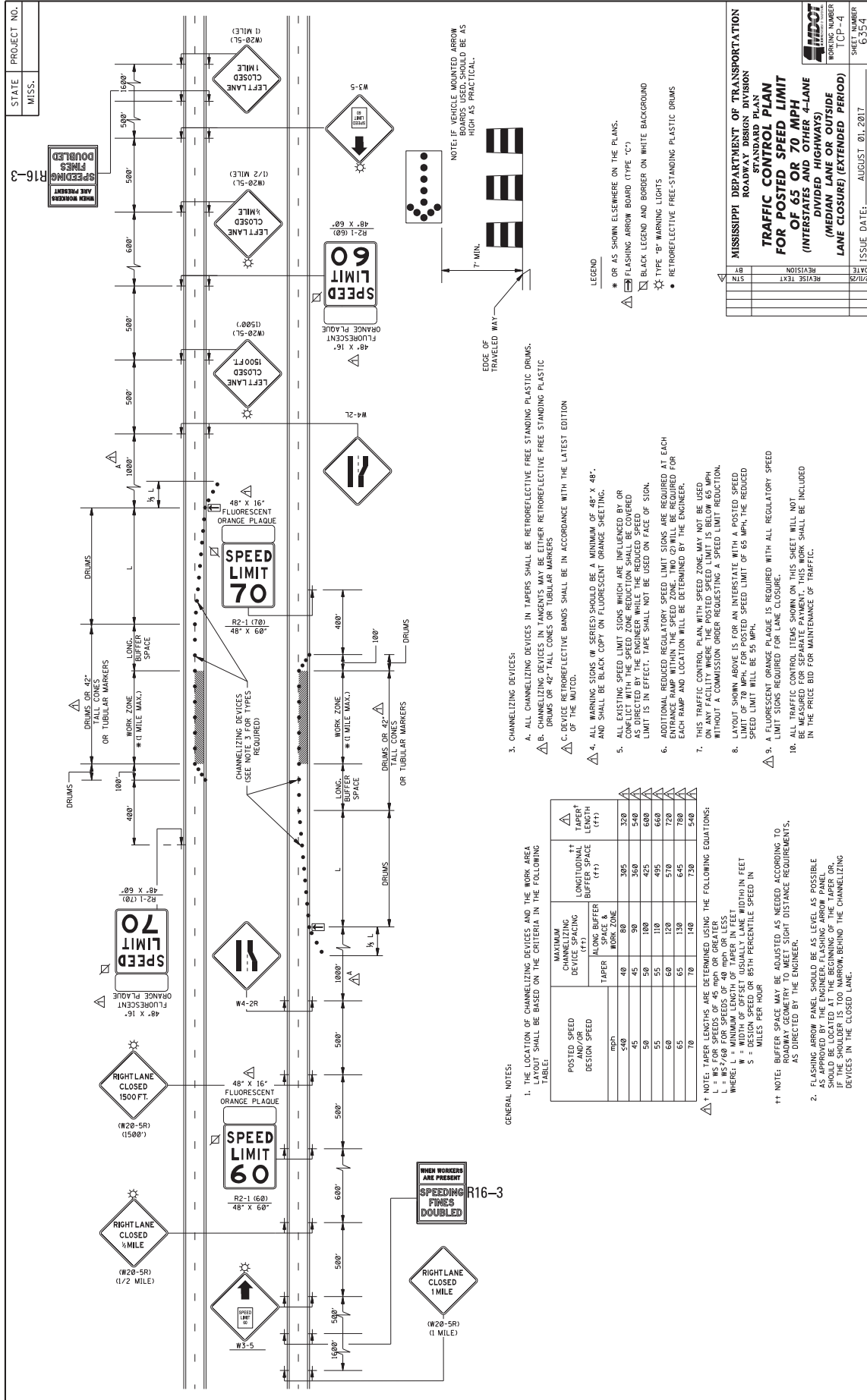
* NOTE: BUFFER SPACE MAY BE ADJUSTED AS NEEDED ACCORDING TO ROADWAY GEOMETRY TO MEET SIGHT DISTANCE REQUIREMENTS, AS DIRECTED BY THE ENGINEER.

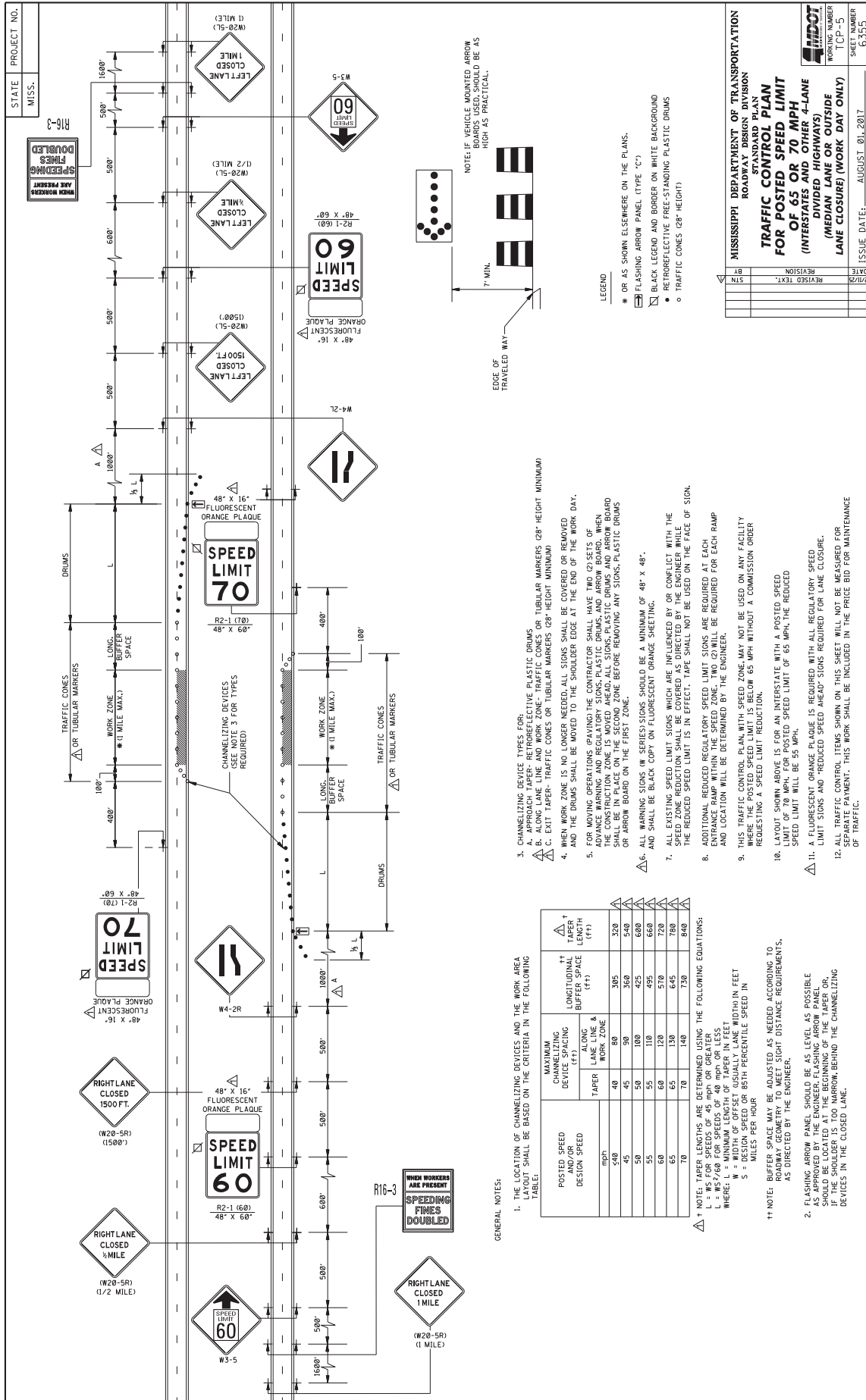
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

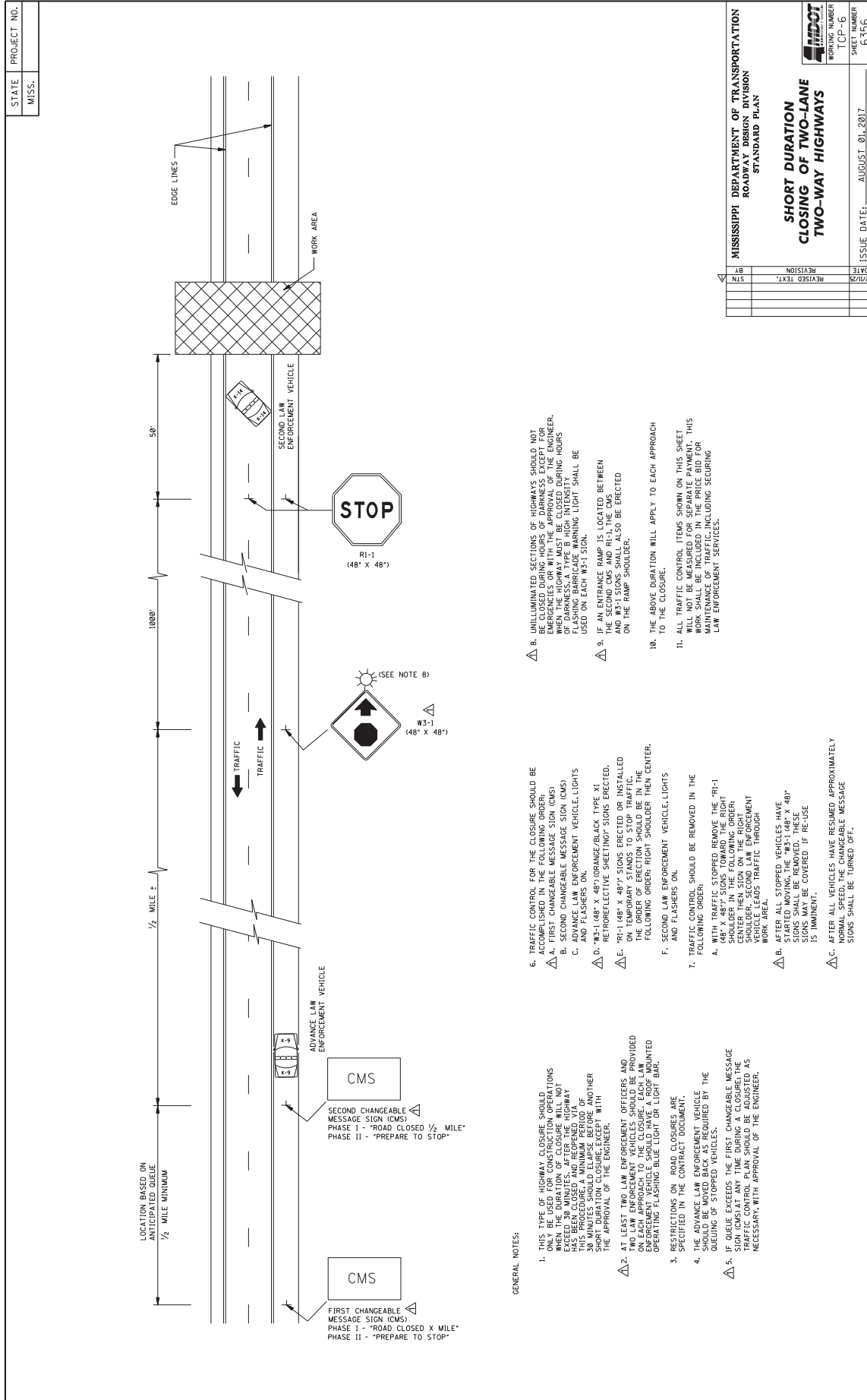
TRAFFIC CONTROL PLAN
WITH FLAGGER
(ONE-LANE CLOSURE OF TWO-WAY TRAFFIC)

ISSUE DATE: AUGUST 01, 2017
SHEET NUMBER: 6351
WORKING NUMBER: TCP-1









GENERAL NOTES:

1. THIS TYPE OF HIGHWAY CLOSURE SHOULD BE USED ONLY WHEN THE DURATION OF CLOSURE WILL NOT EXCEED 30 MINUTES. AFTER THE HIGHWAY CLOSURE, THE ADVANCE LAW ENFORCEMENT VEHICLE SHOULD ELAPSE BEFORE ANOTHER 30 MINUTES SHOULD ELAPSE BEFORE ANOTHER CLOSURE. THE APPROVAL OF THE ENGINEER.
2. AT LEAST TWO LAW ENFORCEMENT OFFICERS AND ONE ADVANCE LAW ENFORCEMENT VEHICLE ON EACH APPROACH TO THE CLOSURE. EACH LAW ENFORCEMENT VEHICLE SHOULD HAVE A PROTRUDING OPERATING FLASHING BLUE LIGHT ON LIGHT BAR.
3. RESTRICTIONS ON ROAD CLOSURES ARE SPECIFIED IN THE CONTRACT DOCUMENT.
4. THE ADVANCE LAW ENFORCEMENT VEHICLE SHOULD BE POSITIONED AS DETERMINED BY THE QUEUING OF STOPPED VEHICLES.
5. IF QUEUE EXCEEDS THE FIRST CHANGEABLE MESSAGE SIGN (CMS) AT ANY TIME DURING A CLOSURE, THE TRAFFIC CONTROL PLAN SHOULD BE ADJUSTED AS NECESSARY, WITH APPROVAL OF THE ENGINEER.
6. TRAFFIC CONTROL FOR THE CLOSURE SHOULD BE ACCOMPLISHED IN THE FOLLOWING ORDER:
 - A. FIRST CHANGEABLE MESSAGE SIGN (CMS)
 - B. SECOND CHANGEABLE MESSAGE SIGN (CMS)
 - C. ADVANCE LAW ENFORCEMENT VEHICLE, LIGHTS AND FLASHERS ON
 - D. "W3-1 (48" X 48") (ORANGE/BLACK TYPE XI RETROREFLECTIVE SHEETING) SIGNS ERECTED.
 - E. "R1-1 (48" X 48") SIGNS ERECTED OR INSTALLED ON TEMPORARY STANDS TO STOP TRAFFIC. THE ORDER OF ERECTION SHOULD BE IN THE FOLLOWING ORDER: RIGHT SHOULDER THEN CENTER, AND FLASHERS ON.
 - F. SECOND LAW ENFORCEMENT VEHICLE, LIGHTS AND FLASHERS ON.
7. TRAFFIC CONTROL SHOULD BE REMOVED IN THE FOLLOWING ORDER:
 - A. WITH TRAFFIC STOPPED REMOVE THE "R1-1 (48" X 48") SIGNS TOWARD THE RIGHT SHOULDER THEN SIGN ON THE RIGHT SHOULDER. SECOND LAW ENFORCEMENT VEHICLE LEADS TRAFFIC THROUGH WORK AREA.
 - B. AFTER ALL STOPPED VEHICLES HAVE STARTED MOVING, THE "W3-1 (48" X 48") SIGNS SHALL BE REMOVED. THESE SIGNS SHOULD BE COVERED IF RE-USE IS IMMINENT.
 - C. AFTER ALL VEHICLES HAVE RESUMED APPROXIMATELY NORMAL SPEED, THE CHANGEABLE MESSAGE SIGNS SHALL BE TURNED OFF.
8. UNILLUMINATED SECTIONS OF HIGHWAYS SHOULD NOT BE CLOSED DURING HOURS OF DARKNESS EXCEPT FOR EMERGENCY REPAIRS. THE APPROVAL OF THE ENGINEER. WHEN THE CLOSURE MUST BE CLOSING DURING HOURS OF DARKNESS, A TYPE B HIGH INTENSITY FLASHING BARRICADE WARNING LIGHT SHALL BE USED ON EACH W3-1 SIGN.
9. IF AN ENTRANCE RAMP IS LOCATED BETWEEN THE CLOSURE AND THE MAINLINE HIGHWAY AND W3-1 SIGNS SHALL ALSO BE ERECTED ON THE RAMP SHOULDER.
10. THE ABOVE DURATION WILL APPLY TO EACH APPROACH TO THE CLOSURE.
11. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR MAINLINE HIGHWAY CLOSURE INCLUDING SECURING LAW ENFORCEMENT SERVICES.

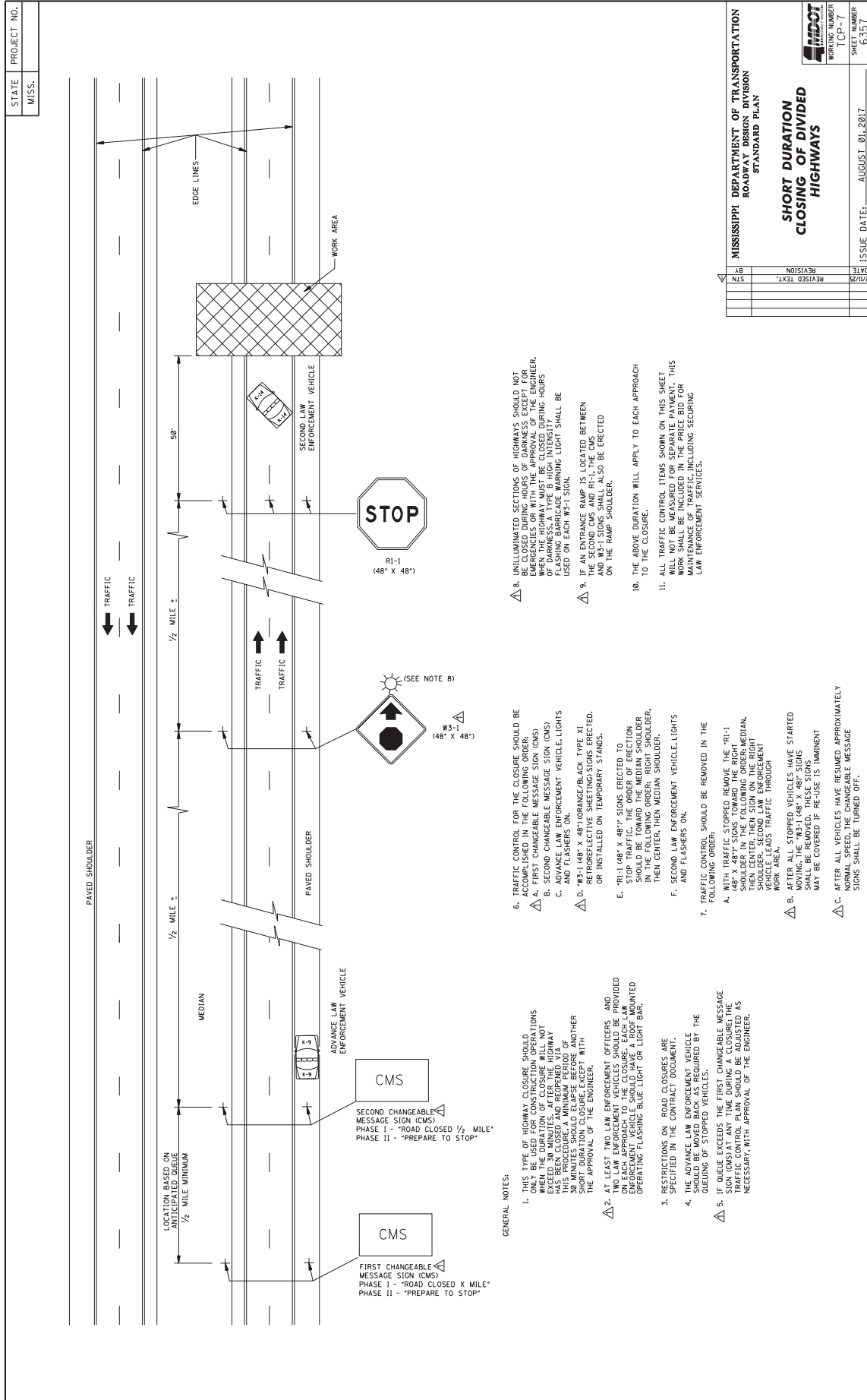
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MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

**SHORT DURATION
CLOSING OF TWO-LANE
TWO-WAY HIGHWAYS**

ISSUE DATE: AUGUST 01, 2017

WORKING NUMBER: TCP-6
SHEET NUMBER: 6356



DATE	REVISION	BY

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

**SHORT DURATION
CLOSING OF DIVIDED
HIGHWAYS**

ISSUE DATE: AUGUST 01, 2017

WORKING NUMBER
TCP-7

SHEET NUMBER
6357

6. TRAFFIC CONTROL FOR THE CLOSURE SHOULD BE ACCOMPLISHED USING THE FOLLOWING ORDER:
- A. FIRST CHANGEABLE MESSAGE SIGN (CMS)
 - B. SECOND CHANGEABLE MESSAGE SIGN (CMS)
 - C. ADVANCE LAW ENFORCEMENT VEHICLE, LIGHTS AND FLASHERS ON.
 - D. "W3-1 48" X 48" (ORANGE/BLACK TYPE XI RETROREFLECTIVE SHEETING) SIGNS ERECTED, OR INSTALLED ON TEMPORARY STANDS.
 - E. "RI-1 48" X 48" SIGNS ERECTED TO STOP TRAFFIC. THE ORDER OF ERECTION SHOULD BE TOWARD THE MEDIAN SHOULDER IN THE FOLLOWING ORDER: RIGHT SHOULDER, THEN CENTER, THEN MEDIAN SHOULDER.
 - F. SECOND LAW ENFORCEMENT VEHICLE, LIGHTS AND FLASHERS ON.
7. TRAFFIC CONTROL SHOULD BE REMOVED IN THE FOLLOWING ORDER:
- A. WITH TRAFFIC STOPPED REMOVE THE "RI-1 48" X 48" SIGNS TOWARD THE RIGHT SHOULDER, THEN CENTER, THEN SIGN ON THE RIGHT SHOULDER. SECOND LAW ENFORCEMENT VEHICLE LEADS TRAFFIC THROUGH WORK AREA.
 - B. AFTER ALL STOPPED VEHICLES HAVE STARTED MOVING, THE "W3-1 48" X 48" SIGNS SHALL BE REMOVED. THESE SIGNS MAY BE COVERED IF RE-USE IS IMMINENT.
 - C. AFTER ALL VEHICLES HAVE RESUMED APPROXIMATELY NORMAL SPEED, THE CHANGEABLE MESSAGE SIGNS SHALL BE TURNED OFF.
8. UNLIMITED SECTIONS OF HIGHWAYS SHOULD NOT BE CLOSED DURING EMERGENCY SITUATIONS OR DURING EMERGENCIES OR WITH THE APPROVAL OF THE ENGINEER, WHEN THE HIGHWAY MUST BE CLOSED DURING HOURS OF THE NIGHT. FLASHING BARRICADE WARNING LIGHT SHALL BE USED ON EACH W3-1 SIGN.
9. IF AN ENTRANCE RAMP IS LOCATED BETWEEN THE SECOND CMS AND RI-1, THE CMS AND W3-1 SIGNS SHALL ALSO BE ERECTED ON THE RAMP SHOULDER.
10. THE ABOVE DURATION WILL APPLY TO EACH APPROACH TO THE CLOSURE.
11. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED OR SEPARATE PAID FOR. THIS WORK SHALL BE MEASURED AND PAID FOR UNDER MAINTENANCE OF TRAFFIC, INCLUDING SECURING LAW ENFORCEMENT SERVICES.

- GENERAL NOTES:
- THIS TYPE OF HIGHWAY CLOSURE SHOULD ONLY BE USED FOR CONSTRUCTION OPERATIONS WHEN THE DURATION OF CLOSURE WILL NOT EXCEED 24 HOURS. THIS CLOSURE TYPE HAS BEEN CLOSED AND REOPENED VIA THIS PROCEDURE A MINIMUM PERIOD OF 15 MINUTES. THIS CLOSURE IS LIMITED TO OTHER SHORT DURATION CLOSURES EXCEPT WITH THE APPROVAL OF THE ENGINEER.
 - AT LEAST TWO LAW ENFORCEMENT OFFICERS AND TWO LAW ENFORCEMENT VEHICLES SHOULD BE PROVIDED ON EACH APPROACH TO THE CLOSURE. EACH LAW ENFORCEMENT VEHICLE SHOULD BE EQUIPPED WITH OPERATING FLASHING BLUE LIGHT OR LIGHT BAR.
 - RESTRICTIONS ON ROAD CLOSURES ARE SPECIFIED IN THE CONTRACT DOCUMENT.
 - THE ADVANCE LAW ENFORCEMENT VEHICLE SHOULD BE MOVED BACK AS REQUIRED BY THE DURATION OF STOPPED VEHICLES.
 - IF THE CLOSURE IS BEING USED AS A CHANGEABLE MESSAGE SIGN, CONSULT WITH THE ENGINEER TO ADJUST THE TRAFFIC CONTROL PLAN SHOULD BE ADJUSTED AS NECESSARY, WITH APPROVAL OF THE ENGINEER.

STATE	PROJECT NO.
MISS.	

DATE	ISSUE DATE	AUGUST 01, 2017
REVISED	TEXT AND DETAILS	
BY		

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS

WORKING NUMBER: TCC-6
SHEET NUMBER: 6330

WING BARRICADES

1. WING BARRICADES ARE TYPE III BARRICADES ERECTED ON THE SHOULDER ON ONE OR BOTH SIDES OF THE PAVEMENT TO GIVE THE SITUATION BEING ENCOUNTERED BY TRAVELERS. THE BARRICADES SHOULD BE USED AS A WARNING FOR THE ADVANCE WARNING SIGNS OR FLASHERS.

2. WING BARRICADES SHOULD BE USED:

A. IN ADVANCE OF A CONSTRUCTION PROJECT EVEN WHEN NO PART OF THE ROADWAY IS ACTUALLY CLOSED.

B. IN ADVANCE OF ALL BRIDGE OR CULVERT REPAIRING OPERATIONS.

BARRICADE CHARACTERISTICS			
	I	II	III
WIDTH OF RAIL **	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.
LENGTH OF RAIL **	24" MIN. / 96" MAX.	24" MIN. / 96" MAX.	48" MIN. / 96" MAX.
WIDTH OF STRIPE #	6"	6"	6"
HEIGHT	36" MIN.	36" MIN.	60" MIN.
NUMBER OF STRIPES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 IF FACING TRAFFIC IN ONE DIRECTION 6 IF FACING TRAFFIC IN TWO DIRECTIONS

* 1. FOR RAILS LESS THAN 36" LONG, 4" WIDE STRIPES MAY BE USED.

** 2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS, SHALL HAVE A MINIMUM OF 270 SQ FT OF REFLECTIVE AREA FACING TRAFFIC.

STANDARD BARRICADES

1. THE RETROREFLECTIVE MARKING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION THAT TRAFFIC IS TO PASS).

2. RAIL STRIPE SHOULD BE 6 INCHES, EXCEPT THAT 4-INCH WIDE STRIPES MAY BE USED IF RAIL LENGTHS ARE LESS THAN 36 INCHES.

3. DO NOT PLACE SANDBAGS OR OTHER DEVICES ON BARRICADE RAILS TO PROVIDE MASS SANDBAGS; HOWEVER, THEY MAY BE PLACED AS BALLAST TO THE LOWER PARTS OF THE FRAME.

4. FOR ADDITIONAL INFORMATION OR DETAILS, SEE MUTCD, LATEST EDITION.

5. BARRICADES FOR USE AS CATEGORY II OR CATEGORY III WORK ZONE DEVICES. A LIST OF CRASHWORTHY BARRICADES AND OTHER CATEGORY II DEVICES CAN BE FOUND ON FHWA'S WEBSITE: <http://highways.dot.gov/safety/rwd/reduce-crash-severity>

6. WHERE ROAD USERS INCLUDE PEDESTRIANS, THE PROVISION OF SUPPLEMENTAL AUDIBLE INFORMATION OR DETECTABLE BARRIERS OR BARRICADES SHOULD BE PROVIDED FOR PEOPLE WITH VISION DISABILITIES.

7. BARRICADE RAIL SUPPORTS SHOULD NOT PROJECT INTO PEDESTRIAN CIRCULATION ROUTES MORE THAN 4 INCHES FOR THE SUPPORTS LOCATED BETWEEN 27 INCHES TO 80 INCHES ABOVE THE EXISTING SURFACE.

TYPE 3 OBJECT MARKER (OM3-R)

1. TYPE 3 OBJECT MARKERS SHALL BE USED AT ALL EXPOSED BRIDGE ABUTMENTS AND AT OTHER LOCATIONS AS DEEMED NECESSARY BY THE ENGINEER.

2. THE OM3-R IS SHOWN. THE OM3-L IS SIMILAR EXCEPT THE STRIPES ARE PLACED ON THE UPPER RIGHT SIDE AND SHALL BE PLACED ON THE LEFT SIDE OF THE OBJECT.

3. THE INNER EDGE OF THE MARKER SHALL BE IN LINE WITH THE INNER EDGE OF THE OBSTRUCTION.

4. THE STRIPING SHALL CONSIST OF ALTERNATING BLACK AND RETROREFLECTIVE YELLOW SLOPING DOWNWARD TOWARD THE SIDE ON WHICH TRAFFIC IS THE PASS.

RETROREFLECTIVE CHEVRON ALIGNMENT SIGN DETAIL (W1-8)

1. A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE MARKING ON AN ORANGE BACKGROUND AND SHALL POINT IN THE DIRECTION OF TRAFFIC FLOW.

2. THE CHEVRON SIGN SHALL BE MOUNTED ON CRASHWORTHY SUPPORT.

3. CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OR MORE LANES ARE CLOSED FOR CONSTRUCTION OR MAINTENANCE. THEY SHOULD BE PLACED APPROXIMATELY 2'-0" BEHIND THE LANE TRANSITION STRIPE.

4. CHEVRON SIGNS SHALL BE INSTALLED AT A MINIMUM HEIGHT OF 4 FEET MEASURED VERTICALLY FROM THE BOTTOM OF THE SIGN TO THE ELEVATION OF THE NEAR EDGE OF THE TRAVELWAY.

PLASTIC DRUM DETAIL

1. PLASTIC DRUMS, TUBULAR MARKERS OR PLASTIC CONES SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF THE DEVICE SHALL BE IDENTICAL TO THE CORRESPONDING DEVICE. THE COLOR AND MARKING OF THE DEVICE SHALL BE IDENTICAL TO THE CORRESPONDING DEVICE. THE COLOR AND MARKING OF THE DEVICE SHALL BE IDENTICAL TO THE CORRESPONDING DEVICE.

2. DRUMS, TUBULAR MARKERS OR PLASTIC CONES SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.

3. WHERE PRACTICAL, PLASTIC DRUMS, TUBULAR MARKERS OR PLASTIC CONES SHOULD BE PLACED NO CLOSER THAN 3'-0" FROM THE EDGE OF TRAVELED LANE.

4. BALLAST SHALL NOT BE PLACED ON THE TOP OF THE DRUM.

PLASTIC CONE DETAIL (28" - 36")

1. PLASTIC CONES SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF THE DEVICE SHALL BE IDENTICAL TO THE CORRESPONDING DEVICE. THE COLOR AND MARKING OF THE DEVICE SHALL BE IDENTICAL TO THE CORRESPONDING DEVICE.

2. DRUMS, TUBULAR MARKERS OR PLASTIC CONES SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.

3. WHERE PRACTICAL, PLASTIC DRUMS, TUBULAR MARKERS OR PLASTIC CONES SHOULD BE PLACED NO CLOSER THAN 3'-0" FROM THE EDGE OF TRAVELED LANE.

4. BALLAST SHALL NOT BE PLACED ON THE TOP OF THE DRUM.

TUBULAR MARKER DETAIL

1. PLASTIC DRUMS, TUBULAR MARKERS OR PLASTIC CONES SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF THE DEVICE SHALL BE IDENTICAL TO THE CORRESPONDING DEVICE. THE COLOR AND MARKING OF THE DEVICE SHALL BE IDENTICAL TO THE CORRESPONDING DEVICE.

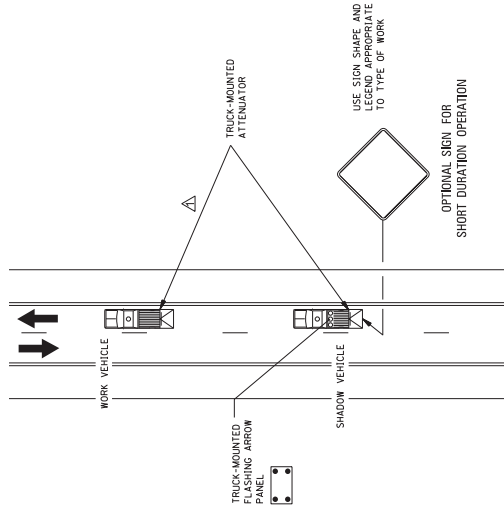
2. DRUMS, TUBULAR MARKERS OR PLASTIC CONES SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.

3. WHERE PRACTICAL, PLASTIC DRUMS, TUBULAR MARKERS OR PLASTIC CONES SHOULD BE PLACED NO CLOSER THAN 3'-0" FROM THE EDGE OF TRAVELED LANE.

4. BALLAST SHALL NOT BE PLACED ON THE TOP OF THE DRUM.

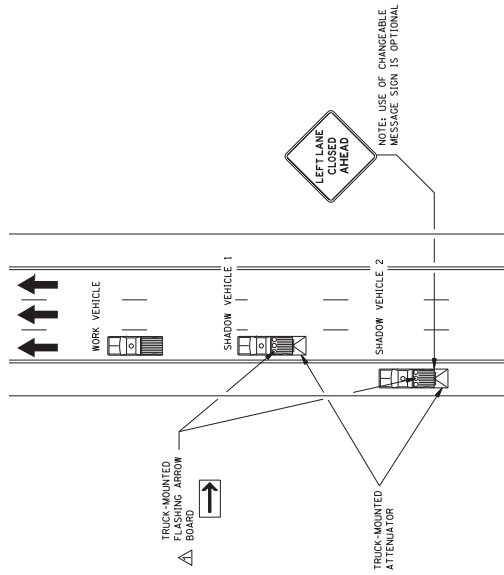
STATE	PROJECT NO.
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MOBILE OPERATIONS ON TWO-LANE ROAD



MOBILE OPERATIONS ON TWO-LANE ROAD

MOBILE OPERATIONS ON MULTILANE ROAD



MOBILE OPERATIONS ON MULTILANE ROAD

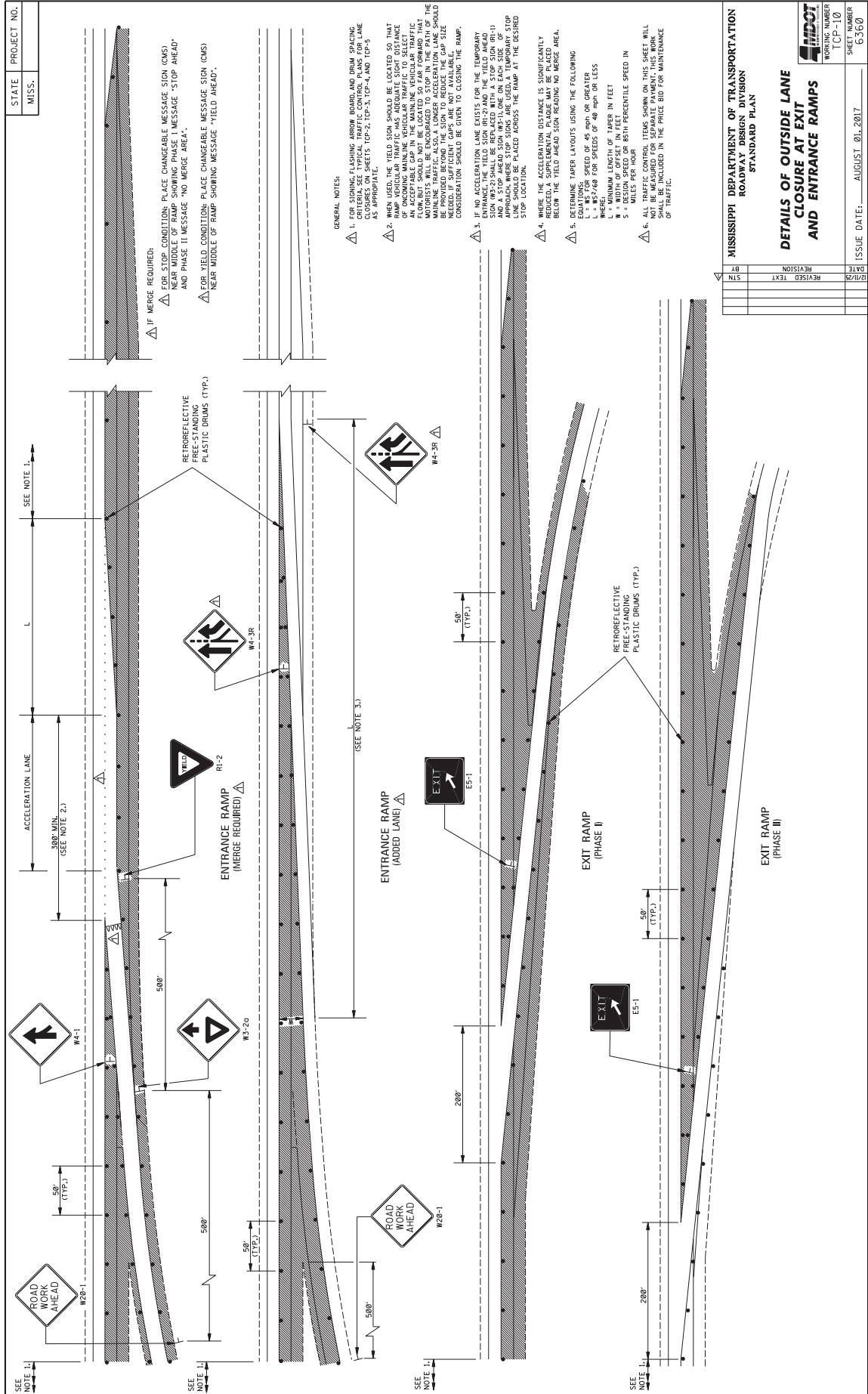
NOTES FOR TWO-LANE OPERATION:

1. WHERE PRACTICAL AND WHEN NEEDED, THE WORK AND SHADOW VEHICLES SHOULD PULL OVER PERIODICALLY TO ALLOW TRAFFIC TO PASS. IF THIS CAN NOT BE DONE FREQUENTLY AS AN ALTERNATIVE, A "DO NOT PASS" SIGN MAY BE PLACED ON THE REAR OF THE VEHICLE BLOCKING THE LANE.
2. THE DISTANCE BETWEEN THE WORK AND SHADOW VEHICLES MAY VARY ACCORDING TO TERRAIN, PAINT DRYING TIME, AND OTHER FACTORS. SHADOW VEHICLES ARE USED TO WARN TRAFFIC OF THE OPERATION AHEAD. WHENEVER ADEQUATE SPACE IS AVAILABLE, SHADOW VEHICLES SHOULD BE POSITIONED TO MAINTAIN THE MINIMUM DISTANCE AND PROCEED AT THE SAME SPEED AS THE WORK VEHICLE. THE SHADOW VEHICLE SHOULD SLOW DOWN IN ADVANCE OF VERTICAL OR HORIZONTAL CURVES THAT RESTRICT SIGHT DISTANCE.
3. ADDITIONAL SHADOW VEHICLES TO WARN AND REDUCE THE SPEED OF ONCOMING OR OPPOSING TRAFFIC MAY BE USED. POLICE PATROL CARS MAY BE USED FOR THIS PURPOSE.
4. A TRUCK-MOUNTED ATTENUATOR (TMA) SHOULD BE USED ON THE SHADOW VEHICLE AND MAY BE USED ON THE WORK VEHICLE.
5. THE WORK VEHICLE SHALL BE EQUIPPED WITH BEACONS, AND THE SHADOW VEHICLES SHALL BE EQUIPPED WITH BEACONS. THE BEACONS SHALL BE MOUNTED ON THE REAR, ADJACENT TO THE SIGN, SHADOW AND WORK VEHICLES SHALL DISPLAY FLASHING OR ROTATING BEACONS BOTH FORWARD AND TO THE REAR.
6. VEHICLE-MOUNTED SIGNS SHOULD BE MOUNTED WITH THE BOTTOM OF THE SIGN LOCATED AT A MINIMUM HEIGHT OF 48" ABOVE THE PAVEMENT AND SHALL NOT BE OBSCURED BY EQUIPMENT ON THE WORK VEHICLE. SIGN LEGENDS SHALL BE COVERED OR TURNED FROM VIEW WHEN WORK IS NOT IN PROGRESS.
7. ARROW BOARD TO BE USED IN CAUTION MODE.
8. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.

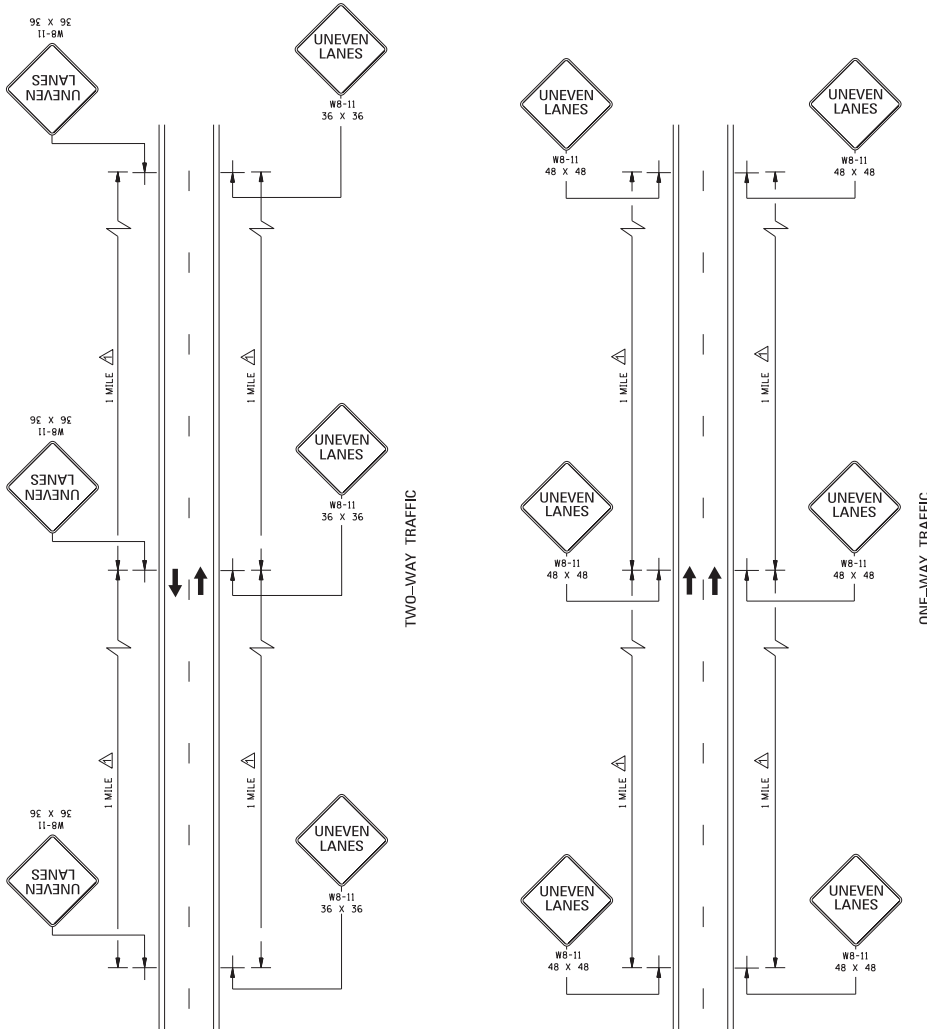
NOTES FOR MULTILANE LANE OPERATION:

9. VEHICLE-MOUNTED SIGNS SHOULD BE MOUNTED WITH THE BOTTOM OF THE SIGN LOCATED AT A MINIMUM HEIGHT OF 48" ABOVE THE PAVEMENT AND SHALL NOT BE OBSCURED BY EQUIPMENT OR SUPPLIES. SIGN LEGENDS SHALL BE COVERED OR TURNED FROM VIEW WHEN WORK IS NOT IN PROGRESS.
10. WHEN THE WORK VEHICLE OCCUPIES AN INTERIOR LANE (A LANE OTHER THAN THE FAR RIGHT OR FAR LEFT) OF A MULTILANE ROADWAY, SHADOW VEHICLE 1 SHOULD DRIVE ON THE RIGHT-HAND SHOULDER WITH A SIGN INDICATING THAT WORK IS TAKING PLACE IN THE INTERIOR LANE.
11. ON HIGH-SPEED ROADWAYS, A THIRD SHADOW VEHICLE (NOT SHOWN) MAY BE USED WITH SHADOW VEHICLE 1 IN THE CLOSED LANE, SHADOW VEHICLE 2 STRADDLING THE EDGE LINE, AND SHADOW VEHICLE 3 ON THE SHOULDER.
12. WHERE ADEQUATE SHOULDER WIDTH IS NOT AVAILABLE, SHADOW VEHICLE 3 MAY ALSO STRADDLE THE EDGE LINE.
13. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.
1. SHADOW AND WORK VEHICLES SHALL DISPLAY HIGH-INTENSITY FLASHING ARROWS. THE ARROW BOARD SHALL BE USED WHEN A FREEWAY LANE IS CLOSED, WHEN MORE THAN ONE FREEWAY LANE IS CLOSED, A SEPARATE ARROW BOARD SHALL BE USED FOR EACH CLOSED LANE.
2. SHADOW VEHICLE 2 SHOULD BE EQUIPPED WITH AN ARROW BOARD AND TRUCK-MOUNTED ATTENUATOR (TMA). THE APPROPRIATE LANE CLOSURE SIGN SHOULD BE PLACED ON SHADOW VEHICLE 2 SO AS NOT TO OBSCURE THE ARROW BOARD.
3. SHADOW VEHICLE 1 SHOULD BE EQUIPPED WITH AN ARROW BOARD AND TRUCK-MOUNTED ATTENUATOR (TMA).
4. SHADOW VEHICLE 2 SHOULD TRAVEL AT A VARYING DISTANCE FROM THE WORK OPERATION SO AS TO PROVIDE ADEQUATE SIGHT DISTANCE FOR TRAFFIC APPROACHING FROM THE REAR.
5. THE SPACING BETWEEN THE WORK VEHICLES AND THE SHADOW VEHICLES, AND BETWEEN EACH SHADOW VEHICLE, SHOULD BE MINIMIZED TO DETER ROAD USERS FROM DRIVING IN BETWEEN.
6. ON HIGH-SPEED ROADWAYS, A THIRD SHADOW VEHICLE (NOT SHOWN) MAY BE USED WITH SHADOW VEHICLE 1 IN THE CLOSED LANE, SHADOW VEHICLE 2 STRADDLING THE EDGE LINE, AND SHADOW VEHICLE 3 ON THE SHOULDER.
7. ARROW BOARD SHALL BE AS A MINIMUM TYPE 8, 60" x 36" IN ACCORDANCE WITH THE CRITERIA PRESENTED IN THE MUTCD.
8. WORK SHOULD NORMALLY BE DONE DURING OFF-PEAK HOURS.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
TRAFFIC CONTROL PLAN MOBILE OPERATIONS MULTILANE ROADS AND TWO-LANE ROADS	
DATE	ISSUE DATE: AUGUST 01, 2017
BY	
REVISION	
TEXT AND DETAILS	
REVISED	
WORKING NUMBER	TCP-9
SHEET NUMBER	6359



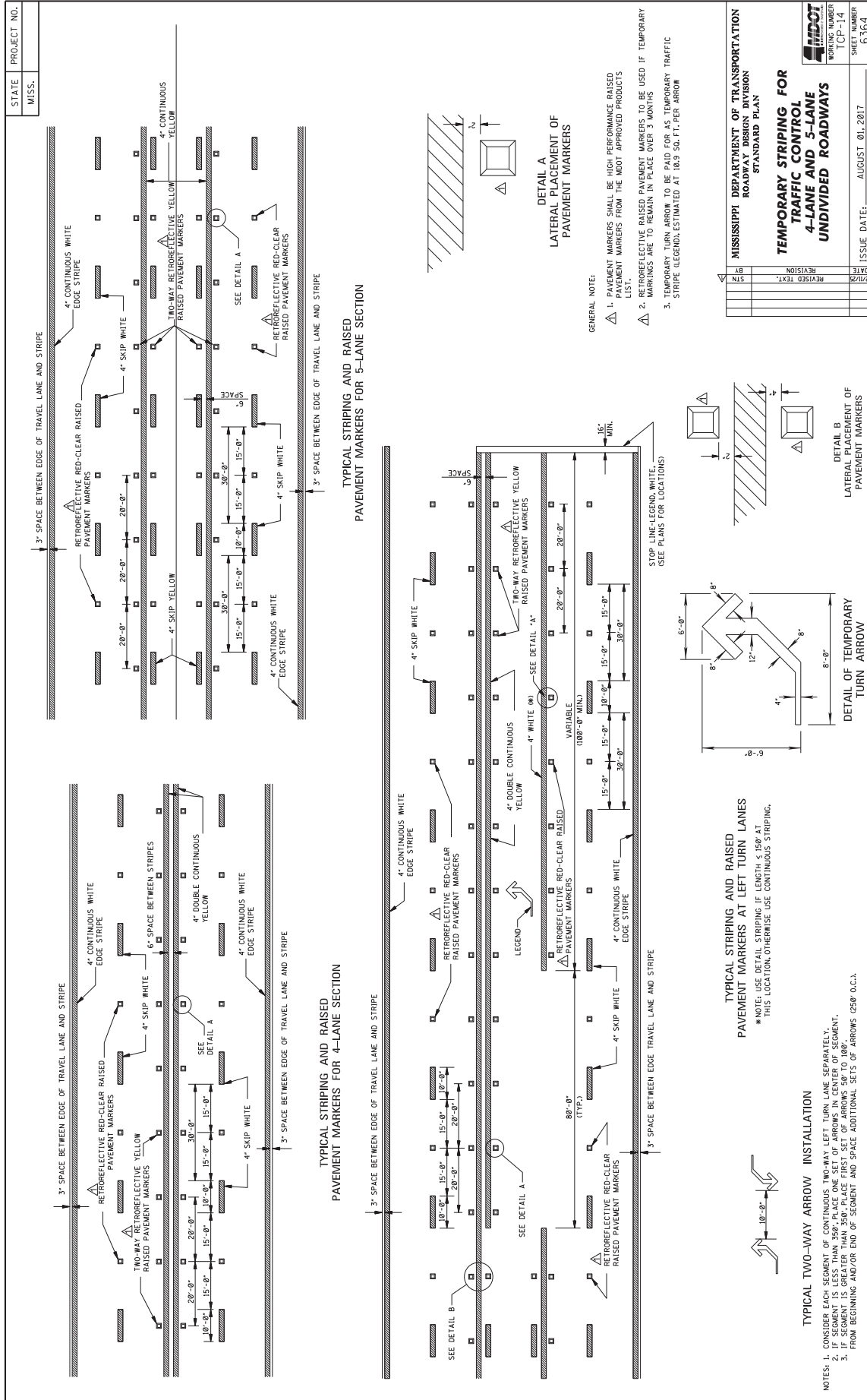
STATE	PROJECT NO.
MISS.	

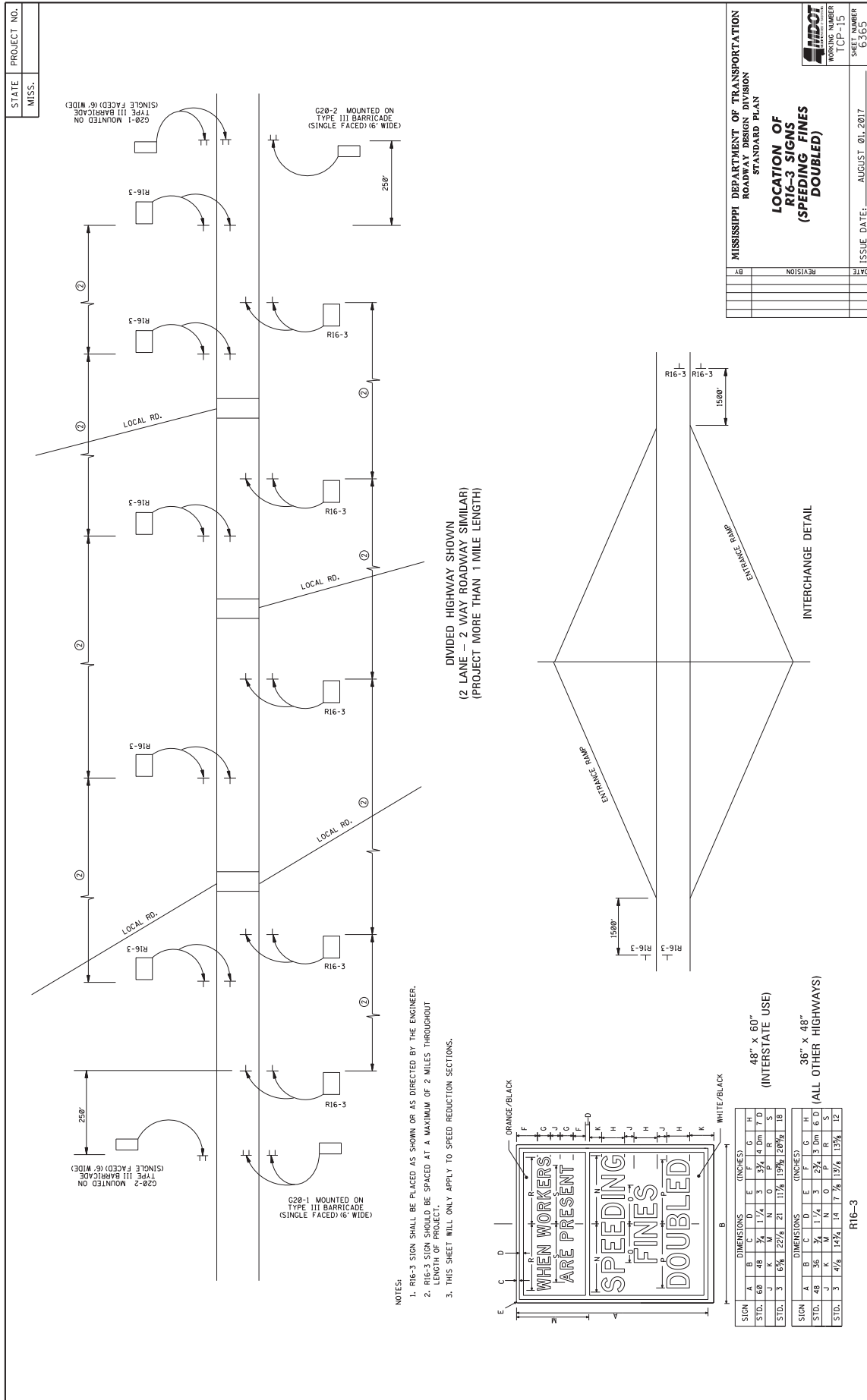


GENERAL NOTES:

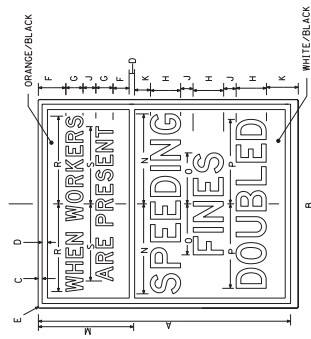
1. UNEVEN LANE LINE.
 - A. IF LESS THAN OR EQUAL TO 1/2", NO SIGNS REQUIRED.
 - B. IF MORE THAN 1/2" AND LESS THAN 1 1/4", PLACE SIGNS AS SHOWN ON THIS SHEET.
 - C. IF GREATER THAN 1 1/4", TRAFFIC SHOULD NOT BE ALLOWED TO CROSS UNEVEN LANE LINE.
2. THE WB-11 SIGNS SHOULD BE SPACED AT 1 MILE INTERVALS THROUGHOUT UNEVEN LANE LINE LIMITS.
3. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET SHALL BE PAID FOR UNDER MAINTENANCE OF TRAFFIC.
4. SIGNS SHALL BE RETROREFLECTIVE WITH ORANGE BACKGROUND/BLACK COPY.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
TRAFFIC CONTROL PLANS UNEVEN PAVEMENT DETAILS	
DATE	ISSUE DATE: AUGUST 01, 2017
BY	
CHKD	
APP'D	
REVISED TEXT	
REVISION	
WORKING NUMBER	TCP-12
SHEET NUMBER	6362





- NOTES:
1. R16-3 SIGN SHALL BE PLACED AS SHOWN OR AS DIRECTED BY THE ENGINEER.
 2. R16-3 SIGN SHOULD BE SPACED AT A MAXIMUM OF 2 MILES THROUGHOUT LENGTH OF PROJECT.
 3. THIS SHEET WILL ONLY APPLY TO SPEED REDUCTION SECTIONS.



SIGN	DIMENSIONS (INCHES)												
STD.	60	48	3/4	1 1/4	3	3 3/4	4	6 1/4	7	D			
STD.	3	1 5/8	2 2 7/8	2 1/2	1 1 3/8	1 3/8	2 8/16	1	5				
SIGN	DIMENSIONS (INCHES)												
STD.	36	48	1 1/4	1 1/4	0	2 1/4	6 1/4	13 3/8	12				
STD.	3	4 1/4	1 1/4	1 1/4	0	2 1/4	13 3/8	13 3/8	12				

R16-3

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

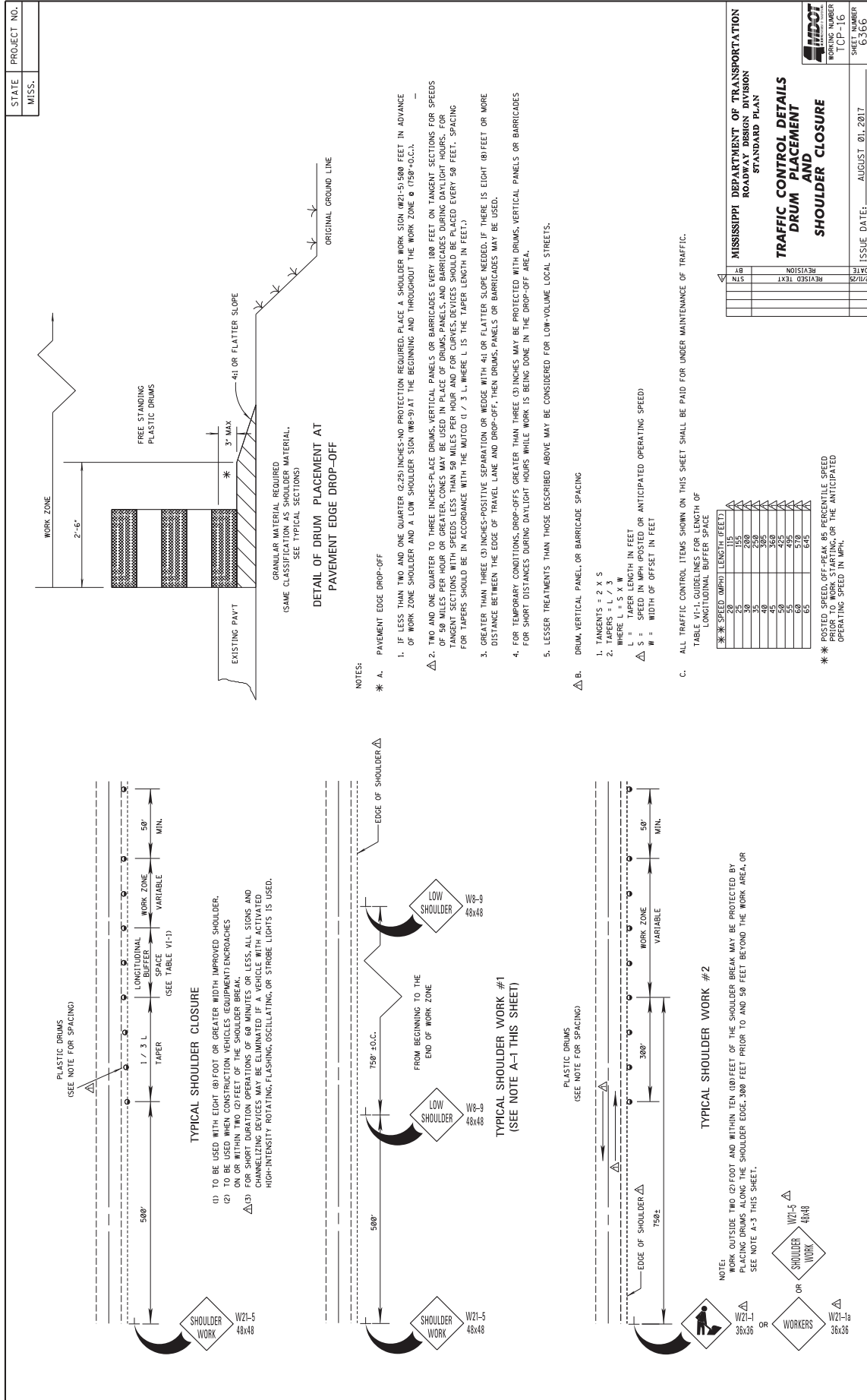
LOCATION OF R16-3 SIGNS (SPEEDING FINES DOUBLED)

ISSUE DATE: AUGUST 01, 2017

WORKING NUMBER: TCP-15

SHEET NUMBER: 6363

DATE	REVISION



MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 7799

CODE: (SP)

DATE: 03/24/2026

SUBJECT: Contract Time

**PROJECT: MEP-3000-06(220) / 310227306 - Bolivar County
MEP-3000-26(221) / 310227326 – Holmes County
MEP-3000-27(222) / 310227327 – Humphreys County
MEP-3000-63(223) / 310227363 – Sharkey County
MEP-3000-67(224) / 310227367 – Sunflower County
MEP-3000-76(225) / 310227376 – Washington County
MEP-3000-82(226) / 310227382 – Yazoo County**

The calendar date for completion of work to be performed by the Contractor for this project shall be **August 05, 2026** which date or extended date as provided in Subsection 108.06 shall be the end of contract time. It is anticipated that the Notice of Award will be issued no later than **April 17, 2026** and the effective date of the Notice to Proceed / Beginning of Contract Time will be simultaneous with the execution of the contract.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 7800

CODE: (SP)

DATE: 3/24/2026

SUBJECT: Scope of Work

PROJECT: MEP-3000-06(220) / 310227306 - Bolivar County
MEP-3000-26(221) / 310227326 – Holmes County
MEP-3000-27(222) / 310227327 – Humphreys County
MEP-3000-63(223) / 310227363 – Sharkey County
MEP-3000-67(224) / 310227367 – Sunflower County
MEP-3000-76(225) / 310227376 – Washington County
MEP-3000-82(226) / 310227382 – Yazoo County

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

Work on the project shall consist of the following:

The work to be accomplished using the pay items and corresponding specifications set forth in this contract is for removing Winter Storm Fern’s tree debris from the Right-of-Way of State Routes, US Highways, and US Interstates as described and noted herein as applicable. All work will be done in accordance with the Standard Specifications, special provisions and the enclosed drawings as applicable.

Please see the attached table for the quantity of leaners, hangers, and debris removal per county.

1. The purpose of this contract is to collect, pick-up, remove, and haul all Eligible Debris [as defined by the FEMA Public Assistance Program and Policy Guide Version 5.0, Effective January 6, 2025] generated by Winter Storm Fern starting on January 24, 2026, and to deliver all such Eligible Debris to disposal sites and dispose of same pursuant to applicable rules and regulations of FEMA, MEMA, EPA and MDEQ, as approved by MDOT and MDOT’s Independent Debris Removal Monitor. The Contractor acknowledges that in order for MDOT to receive reimbursement from FEMA, the Independent Debris Removal Monitor hired by MDOT will oversee, inspect, and approve all work.
2. Leaning trees (“Leaners”) that could fall onto the roadway shall be removed as directed by the Independent Debris Removal Monitor. Hanging limbs (“Hangers”) shall also be removed as directed by MDOT or the Independent Debris Removal Monitor. All Hangers and Leaners will be added to the tree debris piles.
3. The Contractor shall remove all Tree Debris on the state highway system that is in the county as well as within any city limits, for areas where a Memorandum of Understanding (MOU) is not in place. The debris removed shall be within the right-of-way limits. All Eligible Debris shall be cut, collected, hauled and disposed of at the Contractor’s cost. All necessary permits required for the Contractor’s operations shall be obtained by and at the cost of the

Contractor. All Eligible Debris shall become the property of the Contractor upon collection and removal from the original collection site.

4. Where sufficient right-of-way is available, new trees or debris, shall not be cut and moved inside the clear zone for the route.
5. Any questions or verification of right-of-way limits for trees to be removed shall be directed to the Project Engineer.
6. The Contractor shall use equipment and perform work in a manner which will, as much as is reasonable and practical, prevent damage to public or private roads and roadways, public or private property; and the motoring public, being careful of utility lines and MDOT's infrastructure and facilities, including adjacent landscaping. The Contractor shall repair any damage caused by the Contractor's equipment to the conditions that existed prior to the damage. The repairs shall be made in a timely manner at no expense to MDOT. Additional equipment may be allowed on a case-by-case basis upon approval by MDOT and the Independent Debris Removal Monitor.
7. All costs associated with this work shall be included in the pay items 202-B, Removal of Debris Leaners, 202-B, Removal of Debris Hangers, and 202-B, Removal of Debris, LVM Tree Debris.
8. All trucks and equipment must comply with applicable federal/state/local laws, rules and regulations, including, without limitation, DOT, MDOT and safety regulations. Any truck used to haul debris, which is to be measured by the cubic yard, must be mechanically loaded by an appropriately sized front-end loader, backhoe or other approved appropriate equipment. Sideboards or other bed extensions must meet all rules and regulations, cover the front and both sides and be constructed to withstand severe operating conditions. Sideboards are to be 2" x 6" boards or greater and shall not extend more than two feet (2') above metal bed sides. All extensions are subject to acceptance/rejection by the Independent Debris Removal Monitor. All trailers or dump beds must have a metal-frame exterior and minimum of 5/8" plywood [not wafer board] interior walls. All haul equipment must be equipped with a tailgate that will effectively contain the debris during transport and permit the truck/trailer to be filled to capacity.
9. Prior to commencing contract operations, the Contractor shall present to the Independent Debris Removal Monitor all trucks, trailers or other containers that will be used to haul storm related debris to be measured by the cubic yard. Each truck, trailer or other container shall be measured by the Independent Debris Removal Monitor to determine load capacity. Each piece of equipment shall be numbered. The certified load capacity and the equipment number shall be clearly displayed on both sides of the piece of equipment using the required placard (See Attachment). If a trailer or container is measured, the placard shall be placed on the trailer or container rather than the truck. The Independent Debris Removal Monitor may at any time request or perform a re-measurement of equipment. The Contractor shall notify the Independent Debris Removal Monitor in writing each time a new truck, trailer or container is to be used under this Contract, and the foregoing process shall be carried out for the new vehicle. No load or capacity shall exceed 100% of the certified load capacity.
10. The Contractor shall construct an inspection tower or provide a man lift at each disposal

site. The tower or lift shall be secured by means of appropriate anchors and tie downs as required in OSHA regulations for similar structures. The Tower or any deviation from the foregoing must meet approval of the Independent Debris Removal Monitor and configured to provide visual access down into the load haul beds of all debris haul trucks, trailers or other containers. All incoming loaded and outgoing unloaded trucks and other load or haul equipment shall enter by the designated incoming side of the Tower and exit by the designated outgoing side of the Tower for inspection by the Disposal Site Monitor, thereby requiring two passes by the Tower and shall remain in position for inspection until released by the Disposal Site Monitor.

11. THE CONTRACTOR SHALL NOT SOLICIT OR PERFORM PRIVATE WORK FROM PRIVATE CITIZENS, BUSINESSES OR OTHERS TO BE PERFORMED IN THE DESIGNATED WORK AREA DURING THE TERM OF THIS CONTRACT. Under no circumstances may the Contractor mix debris hauled for others with Eligible Debris hauled under this Contract.
12. The Contractor shall provide the appropriate supervisory personnel to supervise, guide and direct the work using skillful and knowledgeable labor and proper equipment for all tasks. Safety of the Contractor's employees, personnel and equipment is the responsibility of the Contractor, as is any provision of care, insurance or workers compensation for the Contractor's employees, personnel and equipment. The Contractor shall provide and pay for all materials, equipment, fuels, personnel, insurances, taxes, and fees necessary or appropriate to performance under this Contract.
13. The Contractor's equipment, vehicles, personnel and employees shall be and remain, throughout this Contract, duly licensed, qualified and insured to perform in accordance with appropriate federal, state and local requirements. The Contractor is responsible for ensuring that all truck drivers have the appropriate commercial driver licenses, including appropriate endorsements.
14. The Contractor shall take appropriate corrective action in response to any notices issued or violations resulting from the Contractor's, or any subcontractor's, personnel or employees, actions or operations during performance of this Contract, at the Contractor's cost.
15. The Contractor shall obtain all applicable environmental and regulatory permits prior to commencement of operations and shall provide the Independent Debris Removal Monitor with all requested information about the Contractor's operations, equipment and personnel as needed by the Independent Debris Removal Monitor in reviewing, securing or maintaining such permits.
16. Measurement of all compensable debris shall be by the delivered cubic yard of Eligible Debris delivered to the designated disposal site(s) at the location approved by the Independent Debris Removal Monitor, supported and documented by an approved Load Ticket.
17. Prior to collection, the Independent Debris Removal Monitor shall designate the number of damaged limbs (hangers) to be removed from each tree during the project and shall designate the (leaning) trees to be removed.
18. Trees with a trunk diameter of greater than six inches (6") and/or measuring over 4½ feet

above ground level shall be flush cut with the ground and removed if they possess a split trunk, broken canopy, or are leaning at an angle greater than 30 degrees. Trees that are leaning by less than 30 degrees are not to be removed unless approved by the Independent Debris Removal Monitor. If such a tree is approved for cutting by the Independent Debris Removal Monitor, the Contractor is to flush cut the tree to the satisfaction of the Independent Debris Removal Monitor. All root balls should be up-righted and returned to their original location, if practical. If the Independent Debris Removal Monitor approves the removal of the root ball, the root ball shall be removed and disposed of with the rest of the tree.

19. The MEMA “Debris Management -- Summary”, the “Public Assistance Program Debris Removal Fact Sheet for Local Governments”, the “Debris Contract Information for Applicants” the “Department of Environmental Quality Natural Disaster Response” document, the “Class I Rubbish Disposal Sites”, the “FEMA Truck Measurement Form”, the “Daily Haul Record” form, the “Proposal to Furnish” form, the “Vehicles & Equipment List” form, the “Personnel List” form, and the “List of Designated Disposal Sites” are incorporated and fully made part of this Contract, and each Bidder, by bidding this contract, acknowledges receipt of and assures compliance with all of same.
20. Disposal sites must be approved by the Mississippi Department of Environmental Quality and the Mississippi Department of Archives and History. Letters must be furnished to MDOT before the disposal site may be used by the Contractor. See applicable Notice to Bidder for a list of currently approved solid waste management facilities.
21. The Contractor shall pick up all debris on each route as they progress. The Contractor cannot move from one area to another without approval from the Independent Debris Removal Monitor. **This contract is for one (1) complete pass in all designated areas.**
22. Trucks shall be loaded mechanically. No hand loading of trucks is permitted unless authorized by MDOT or the Independent Debris Removal Monitor.
23. The Contractor is responsible for all tipping fees.
24. The Contractor must notify MDOT and the Independent Debris Removal Monitor 48 hours in advance of a disruption of work or an addition of work crews.
25. No debris shall stick out of the sideboards or trailer bed. Tailgates are required on all trucks. Tarps, netting, or some other means approved by MDOT or the Independent Debris Removal Monitor will be required on the top of all debris trucks.
26. The Contractor must secure all applicable federal, state and local licenses.
27. All work associated with traffic control shall be included in the pay item 907-618-A, Maintenance of Traffic.
28. All work associated with mobilization, remobilization, or demobilization shall be included in the pay item 620-A, Mobilization.
29. The Contractor is allowed to close both lanes on a 2-lane route for a maximum of 20 minutes per occurrence. After each 20-minute closure, the Contractor is required to allow one lane to be open to traffic for a minimum of 20 minutes with the required traffic control devices. On Interstate and 4-lane routes one lane of traffic, in each direction, must be maintained.

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

The contractor shall provide all traffic handling devices in accordance with the Standard Specifications, special provisions and enclosed drawings. Payment shall be made under pay item number 907-618-A, (Maintenance of Traffic).

Stump Conversion Table
Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricane Charley, Frances, Ivan, and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant

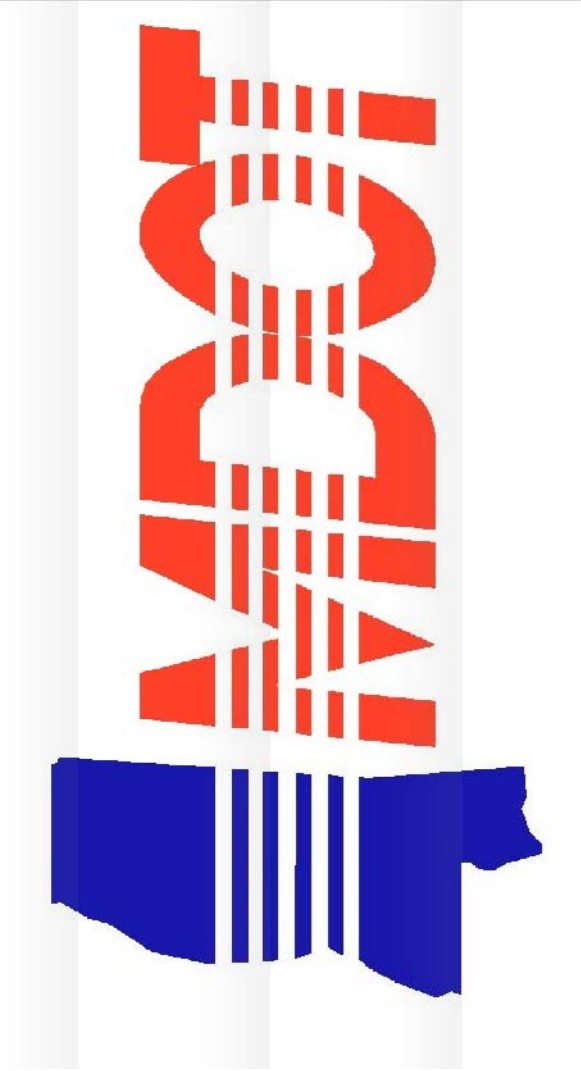
46656 is used to convert inches to Cubic Yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3:6
- Root ball height of 31"

NOTE: For the purposes of this Contract, the Contractor will be paid on the unit price bid per cubic yard. Cubic yards to be determined by the Independent Debris Removal Monitor at the disposal site. All remaining stumps will be measured and converted per this chart

Stump Diameter (inches)	Cubic Yards	Stump Diameter (inches)	Cubic Yards
6	See Note	46	15.2
7	See Note	47	15.8
8	See Note	48	16.5
9	See Note	49	17.2
10	See Note	50	17.9
11	See Note	51	18.6
12	See Note	52	19.4
13	See Note	53	20.1
14	See Note	54	20.9
15	See Note	55	21.7
16	See Note	56	22.5
17	See Note	57	23.3
18	See Note	58	24.1
19	See Note	59	24.9
20	See Note	60	25.8
21	See Note	61	26.7
22	See Note	62	27.6
23	See Note	63	28.4
24	See Note	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		



TRUCK NO. _____

CAPACITY _____

Estimated Debris Quantities

County	Route	Interstate or 4 lane Debris - MDOT (CY)	2 Lane Debris - MDOT (CY)	Debris Removed by MDOT (CY)	Number of Hangers (MDOT)	Number of Leaners (MDOT)
Bolivar	Total	623	1835	2458	185	16
	SR 1		641		64	8
	SR 32		15		0	1
	SR 444		357		9	1
	SR 446		355		1	4
	SR 448		120		19	1
	SR 8		287		68	0
	SR 817		60		0	0
	US 61	623			24	1
Holmes	Total	49523	47903	97426	7117	1208
	I-55	49523			2146	870
	SR 12		3068		294	23
	SR 14		3068		235	59
	SR 17		15020		1882	114
	SR 424		490		19	3
	SR 433		6667		1082	23
	SR 818		38		0	0
	SR 835		53		0	0
	US 49E		12645		1300	95
	US 51		6854		159	21
Humphreys	Total	1438	0	1438	274	18
	US 49W	1438			274	18
Sharkey	Total	0	7928	7928	762	39
	SR 1		1235		104	5
	SR 14		692		34	7
	SR 16		1244		359	16
	SR 434		237		42	3
	US 61		4520		223	8
Sunflower	Total	812	3838	4650	619	36
	SR 149		276		44	0
	SR 3		1295		203	15
	SR 32		118		27	1
	SR 442		823		87	7
	SR 448		473		12	1
	SR 8		625		130	4
	SR 816		68		0	0
	US 49W	652	160		101	3
	US 82	160			15	5
Washington	Total	223	2917	3140	297	39
	SR 1		1105		110	19
	SR 182		575		9	11
	SR 436		1087		126	7
	SR 438		43		4	0
	SR 814		20		4	0
	US 61	203	87		40	2
	US 82	20			4	0
Yazoo	Total	7263	23837	31100	2976	305
	I-55	3755			548	66
	SR 149		2218		505	14
	SR 16		4855		121	62
	SR 3		1554		202	13
	SR 432		8338		344	36
	SR 433		1786		467	14
	SR 830		78		8	0
	US 49	3508			250	45
	US 49E		4915		527	54
	US 51		93		4	1
District 3	Total	59882	88258	148140	12230	1661

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 7801

CODE: (SP)

DATE: 3/25/2026

SUBJECT: Estimated Quantities

**PROJECT: MEP-3000-06(220) / 310227306 - Bolivar County
MEP-3000-26(221) / 310227326 – Holmes County
MEP-3000-27(222) / 310227327 – Humphreys County
MEP-3000-63(223) / 310227363 – Sharkey County
MEP-3000-67(224) / 310227367 – Sunflower County
MEP-3000-76(225) / 310227376 – Washington County
MEP-3000-82(226) / 310227382 – Yazoo County**

Bidders are hereby advised that the quantity for removal of debris is only an estimate and the final quantity may vary substantially. Bidders are advised that Section 104 of the Standard Specifications regarding a price adjustment for items of work that increase or decrease by 25% shall be disregarded for this Contract. The quantities for debris removal are estimated and actual quantities may vary greater than plus or minus 25%. Regardless of the final quantity for debris removal, no adjustment in bid price will be allowed.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 7802

CODE: (SP)

DATE: 3/25/2026

SUBJECT: Haul Tickets

**PROJECT: MEP-3000-06(220) / 310227306 - Bolivar County
MEP-3000-26(221) / 310227326 – Holmes County
MEP-3000-27(222) / 310227327 – Humphreys County
MEP-3000-63(223) / 310227363 – Sharkey County
MEP-3000-67(224) / 310227367 – Sunflower County
MEP-3000-76(225) / 310227376 – Washington County
MEP-3000-82(226) / 310227382 – Yazoo County**

Bidders are advised that a Load Ticket will be issued by the Independent Debris Removal Monitor prior to transport of the debris from the loading site. The Disposal Site Monitor will verify the hauler and equipment and establish a percentage of load capacity for the eligible cubic yardage of the debris load to the nearest whole five percent (5%). This percentage will then be used to calculate the actual cubic yardage of the eligible load, documenting this data on the Load Ticket. One copy of the Load Ticket will be given to the vehicle operator, one to the Contractor, one to FEMA, one to the MDOT Designee, and the original kept by MDOT.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 7803

CODE: (SP)

DATE: 3/25/2026

SUBJECT: Solid Waste Management Disposal and Facilities

**PROJECT: MEP-3000-06(220) / 310227306 - Bolivar County
MEP-3000-26(221) / 310227326 – Holmes County
MEP-3000-27(222) / 310227327 – Humphreys County
MEP-3000-63(223) / 310227363 – Sharkey County
MEP-3000-67(224) / 310227367 – Sunflower County
MEP-3000-76(225) / 310227376 – Washington County
MEP-3000-82(226) / 310227382 – Yazoo County**

Bidders are advised that waste may consist of items not limited to vegetation, appliances, miscellaneous household materials, and hazardous waste. The disposal of said waste shall be sent to an approved disposal site that is certified to handle said waste material. See applicable Notice to Bidders for a list of currently approved solid waste management facilities.

Bidders are further advised that debris shall not be disposed of in a wetland, floodplain, or historical area. When the contract documents indicate the removal of any materials and disposal of said materials is permitted at locations provided by the Contractor, the Contractor shall furnish the Engineer a copy of a release from each property owner for the servitude of the land. Prior to disposal of any materials, the Contractor shall also furnish the Engineer a certified letter stating that the area of disposal is not in a wetland, Waters of the U.S., or any other environmentally sensitive area (ESA). The State, the Commission, the Department, and any of its officers and/or employees will have no ownership or liability whatsoever for materials or matter removed.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 – NOTICE TO BIDDERS NO. 7804

CODE: (SP)

DATE: 3/25/2026

SUBJECT: Solid Waste Management Facilities

PROJECT: MEP-3000-06(220) / 310227306 - Bolivar County

MEP-3000-26(221) / 310227326 – Holmes County

MEP-3000-27(222) / 310227327 – Humphreys County

MEP-3000-63(223) / 310227363 – Sharkey County

MEP-3000-67(224) / 310227367 – Sunflower County

MEP-3000-76(225) / 310227376 – Washington County

MEP-3000-82(226) / 310227382 – Yazoo County

Bidders are hereby advised of the MDEQ approved/permitted Municipal Solid Waste Landfills and Class 1 and 2 Rubbish sites attached to this Notice to Bidders.

STATE OF MISSISSIPPI SOLID WASTE MANAGEMENT FACILITIES LISTING

(Active Sites: February 2026)

FOR MORE INFORMATION, CONTACT:

**MDEQ WASTE DIVISION
P.O. BOX 2261
JACKSON, MS 39225
PHONE: 601-961-5171
FAX: 601-961-5785**



**MISSISSIPPI DEPARTMENT OF
ENVIRONMENTAL QUALITY**

Municipal Solid Waste Landfills

County	Facility Name	Owner/Operator	Permit #	Acres	Contact Person	Contact Title	Primary Phone	Latitude	Longitude	Physical Address	City	Zip	AI#
1	Adams Plantation Oaks Landfill and Recycling Center	Waste Management of Mississippi, Inc.	SW000101B0412	80	Andy Yates	District Manager	601-446-9538	31.3569528	-91.3950056	35 Shieldsboro Rd	Sibley	39165	155
2	Chickasaw Prairie Bluff Landfill	Waste Management of Mississippi, Inc.	SW00901B0302	236	Jeffrey Cheek	Operations Manager	662-808-1315	33.9585167	-88.9920667	1649 Hwy 15 N	Houston	38851	791
3	Harrison Pecan Grove Landfill and Recycling Center	Waste Management of Mississippi, Inc.	SW02401A0400	176	Sam Williams	District Manager	228-284-6678	30.4269500	-89.2666890	9685 Firetower Rd	Pass Christian	39571	3842
4	Jackson MacLand Disposal Center	MacLand Disposal Center, Inc.	SW03001B0409	49	Andrew Densing	President	251-422-1367	30.5066920	-88.5358330	11300 Hwy 63 N	Moss Point	39563	6639
5	Jefferson Greenway Environmental Services Landfill	Greenway Environmental Services, LLC	SW03200A0549	162	John Foley	CEO	225-228-2500	31.6489139	-91.1472222	4451 Hwy 61 N	Fayette	39069	10186
6	Kemper Kemper County Solid Waste Landfill	Kemper County Landfill Company, LLC	SW0350010428	22.3	Chris Lockwood	Regional LF Manager	407-743-4310	32.3752861	-88.6100222	520 Murphy Rd	Dekalb	39328	3522
7	Lauderdale Pine Ridge Sanitary Landfill	Waste Management of Mississippi, Inc.	SW03801B0397	75	Jimmy Thomas	Operations Manager	601-743-4310	32.3752861	-88.6100222	520 Murphy Rd	Meridian	39301	2372
8	Leflore Leflore Co. Municipal Solid Waste Landfill	Leflore County Board of Supervisors	SW0420010430	56	Troy Thompson	District Manager	662-455-7762	33.4455640	-90.2077830	15200 US Hwy 49E S	Sidon	38954	1542
9	Madison Canton Sanitary Landfill	City of Canton, Mississippi	SW04501B0378	49	Melton Garrett	Landfill Director	601-859-8626	32.5969500	-90.0663972	303 Soldier Colony Rd	Canton	39046	4483
10	Madison Little Dixie Landfill	BF1 Waste Systems of Mississippi, LLC	SW04501A0238	165	Christine Smith	Operations Manager	662-934-3401	32.4102944	-90.2430750	1716 N County Line Rd	Ridgeland	39157	4702
11	Marshall Quad County Landfill	Quad County Environmental Solutions, LLC	SW0470010580	110	Andrew Densing	President	228-280-8029	34.9931310	-89.6501390	850 Wingo Rd	Byhalia	38611	62807
12	OkTibbeha Golden Triangle Regional Landfill	Golden Triangle Regional SWMA	SW0130010432	288	David O'Mary	Executive Director	662-324-7566	33.5280750	-88.6722389	9778 Old West Point Rd	Starkville	39759	1987
13	Pearl River Central Landfill	Transamerican Waste Central Landfill, Inc.	SW0550010469	109	Sam Williams	District Manager	228-284-6678	30.7074722	-89.6024722	8800 Hwy 11	Carriere	39426	55
14	Perry Pine Belt Regional Landfill	Pine Belt Regional SWMA	SW0560010436	107	James Harrison	Executive Director	601-545-6676	31.4056111	-89.0942222	5274 Hwy 29 S	Overt	39464	1022
15	Pontotoc Three Rivers Regional Landfill	Three Rivers SWMA	SW0580010427	207	Carl Cadden	Chairman	662-489-2415	34.2855170	-89.0590330	1904 Pontotoc Parkway W	Pontotoc	38863	1421
16	Scott Clearview Environmental Control Facility	Chambers Clearview Environmental Landfill, Inc.	SW06201A0417	145	Jim Johnston	Operations Manager	601-622-1210	32.2353780	-89.3729700	2253 Mudline Rd	Lake	39092	1054
17	Tippah Northeast Mississippi Regional Landfill	Northeast Mississippi SWMA	SW0700010433	154.7	David Green	District Manager	662-223-5445	34.9476940	-88.9377500	2941 County Rd 302	Walnut	38683	2344
18	Tunica Tunica County Landfill	Waste Management of Tunica Landfill, Inc.	SW0720010459	203	Carl Simmons	Senior District Manager	901-233-2253	34.7875170	-90.2483000	6035 Bowdre Rd	Robinsonville	38664	8339
19	Washington Big River Landfill	BF1 Waste Systems of Mississippi, LLC	SW07601B0386	148	Shayne Haseloff	Operations Manager	601-454-8367	33.4063030	-90.9606500	52 Landfill Rd	Leland	38756	950
20	Winston Louisville Solid Waste Landfill	City of Louisville, Mississippi	SW08001B0397	39	Robert Eaves	Landfill Director	662-773-9201	33.1653560	-89.0581810	3360 Ivy Avenue	Louisville	39339	7987

Commercial Class I Rubbish Sites

County	Facility Name	Owner/Operator	Permit/Certificate #	Acres	Contact Person	Contact Title	Primary Phone	Latitude	Longitude	Physical Address/Location	City	Zip	Alt #
1	Adams St. Catherine Rubbish Site	Triad Disposal, LLC	RI-077	27.42	Koale Jankin	Manager	601-304-2233	31.56238889	-91.26761111	2233 Old Hwy 84 #1K	Natchez	39120	15135
2	Akron Akron County Class I Rubbish Site	Akron County Board of Supervisors	RI-001	15	Hloyd Crum	Deputy Clerk	662-286-7702	34.93083333	-88.51702778	3829 Proper St	Cornith	38834	506
3	Bolivar Bolivar County Rubbish Site	Bolivar County Board of Supervisors	RI-088	22.5	Will Hood	County Administrator	662-846-5877	33.70416944	-90.69336111	1130 Peavine Rd	Boyle	38730	15210
4	Bolivar Joe Reed and Company Class I Rubbish Site	Joe Reed & Company, Inc	RI-088	19.99	Joe W. Heed, Jr	Secretary/Treasurer	33.72917500	-90.68625000	1130 White St	Cleveland	38732	17585	
5	Calhoun Blueberry Hill Rubbish Site	Joe Van Anglin, Sr.	SW00700200472	9	Joe Anglin	Owner	662-682-7377	33.89147200	-89.15405000	09450 County Road 446	Vardaman	38878	15216
6	Calhoun Calhoun County Board of Supervisors	Clarke County Board of Supervisors	RI-034	22	LaSoyona McBrade	Site Operator	601-437-3410	31.97123000	-90.92970600	1119 Romola Rd	Port Gibson	39150	15216
7	Clarke Clarke County Class I Rubbish Site	Clarke County Board of Supervisors	RI-003	27	Paul Shirley	Landfill Manager	662-775-5466	33.00791800	-88.67058300	155 County Rd 686	West Point	39355	4877
8	Clay City of West Point Class I Rubbish Site	City of Westpoint, Mississippi	RI-004	18	Fredrick by	Supervisor	662-275-3494	33.59406700	-88.67346700	1400 Landfill Rd	West Point	39373	2128
9	Coahoma Chickadee-Coahoma County Rubbish Disposal Site	City of Chickadee, Mississippi	RI-005	15.5	Todd Jones	Public Works Director	662-621-8142	34.14623333	-90.62420000	7460 Palmer Rd	Chickadee	38614	2945
10	Coahoma City of Chickadee Class I Rubbish Disposal Facility	City of Chickadee, Mississippi	RI-005	18	Todd Jones	Public Works Director	662-621-8142	34.14722222	-90.62019444	7530 Palmer Rd	Chickadee	38614	37455
11	Copiah Central MS Rubbish Class I Rubbish Site	Central MS Rubbish, LLC	RI-107	14.5	Anne Sojourner	Office Manager	601-892-3195	31.94078333	-90.29445000	2028 Bennett Rd	Crystal Springs	39619	13487
12	Covington South Class I Rubbish Site at Seminary	Covington County Board of Supervisors	RI-029	23.9	John Hoffield	President, Board of Supervisors	601-765-8605	31.53195278	-89.5001667	Section 34 Township 7N Range 15W	Seminary	39479	15226
13	Covington North Class I Rubbish Site at Mt. Olive	Covington County Board of Supervisors	RI-030	3.79	John Hoffield	President, Board of Supervisors	601-765-8605	31.75461111	-89.59855556	See 10115 Township 9N Range 15W	Mount Olive	39119	15226
14	De Soto DeSoto County Rubbish Site	DeSoto County Board of Supervisors	RI-006	38	Ray Laughter	County Administrator	662-429-4593	34.93094444	-89.20000000	5255 West Sandalidge Rd	Olive Branch	38654	15227
15	De Soto Railroad Avenue Disposal Class I Site	Railroad Avenue Disposal, LLC	SW0700020605	35	David Cron	District Landfill Manager	662-750-8110	34.93020667	-89.79106667	11250 Hwy 178	Olive Branch	38654	15228
16	De Soto Starflaming Rubbish Disposal Facility	Waste Pro of Mississippi, Inc.	SW0700020518	28	Chris Lockwood	Regional Landfill Manager	662-744-6259	34.90389444	-90.16964000	9353 Starflaming Rd	Lake Cormorant	38641	19063
17	Forrest Farley's Tire & Rubber Disposal, LLC	Fairfax Farley	SW0180020575	34.18	Fairfax Farley	Owner	601-796-5452	30.94047222	-89.32716667	300 Worth Natl Rd	Lumberton	39455	6446
18	Forrest 98 Waste Class I Rubbish Disposal Site	Waste Management of Mississippi, Inc.	RI-100	100	Sam Williams	District Manager	228-284-6678	30.42695000	-89.26689000	9685 Firetower Rd	Hattiesburg	39401	65831
19	Grenada Grenada County Rubbish Site	Grenada County Board of Supervisors	RI-007	18.36	Karl Grubb	County Engineer	662-226-1081	33.78411667	-89.84910000	151 East Days Inn Rd	Grenada	38950	15240
20	Hancock Magnolia C&D Landfill	Hancock County Development Co., LLC	SW0230020443	49.99	A. J. Rodgers	General Manager	228-254-1555	30.44324100	-89.46671200	7030 Mississippi Pumping Rd	Klin	39556	89
21	Hancock King Construction & Environmental Services Rubbish Site	King Construction and Environmental Services	SW0230020546	24	Samuel Henley	Superintendent	228-493-2529	30.31862220	-89.49084170	8100 Bayou Lacroix Rd	Bay St. Louis	39520	24030
22	Harrison Coastal Recyclers Landfill	Coastal Recyclers Landfill, LLC	RI-052	62	Sam Williams	District Manager	228-284-6678	30.40616400	-88.94273000	14339 Hudson Krohn Rd	Bitouxi	39572	15256
23	Harrison Firetower Landfill	Firetower Landfill Management, Inc.	RI-097	36	Sam Williams	District Manager	228-284-6678	30.40611111	-89.24166667	8280 Firetower Rd	Pass Christian	39571	34926
24	Harrison Pecos Grove Landfill and Recycling Center and Rubbish Site	Waste Management of Mississippi, Inc.	RI-098	100	Sam Williams	District Manager	228-284-6678	30.42695000	-89.26689000	9685 Firetower Rd	Pass Christian	39574	3842
25	Harrison Hurricane Creek Rubbish and Recycling Class I Rubbish Site	Hurricane Creek Rubbish and Recycling, LLC	RI-100	21.09	Beau Brian	Owner	228-766-1443	30.54477778	-88.92194444	17500 Hwy 15	Stauter	39575	22795
26	Harrison Gulf Disposal Rubbish Landfill	Gulf Disposal Landfill, LLC	SW0240020583	20.6	Tim Bruni	Owner	228-668-1008	30.57694400	-88.92583300	20002 Hammock Road	Saunder	39574	36503
27	Hinds City of Jackson Class I Rubbish Facility	City of Jackson, Mississippi	SW0250020471	39.23	Lakesha Weathers	Solid Waste Director	601-373-5863	32.14972400	-90.27496111	6810 155 South Frontage Road	Byram	39272	11338
28	Hinds Parebello Rubbish Landfill	Parebello Rubbish Landfill, LLC	SW0250020548	26.1	Mark S. Parkman	President/OM	601-922-5632	32.29529444	-90.32794444	1312 Springridge Rd	Canton	39026	14788
29	Iowa/Iowa Tilden Clay Road Class I Rubbish Landfill	Oxford Landfill Management, Inc.	RI-084	4.6	John W. Smith	Project Engineer	901-754-1239	34.20398889	-88.33751944	Tilden-Clay Rd	Fulton	38843	16502
30	Jackson West Jackson County Seaman Road Class I Rubbish Site	Jackson County Board of Supervisors	RI-089	39	Ronda Powell	Director	228-990-9422	30.40186300	-88.81297000	1040 Seaman Rd	Veneave	39565	15277
31	Jackson Talley Disposal Rubbish Site	Talley Disposal, LLC	RI-076	25.87	Roger Applewhite	Landfill Manager	228-811-5593	30.52572222	-88.72053333	13229 Seaman Rd	Veneave	39565	6387
32	Jackson Gulf Pride Recycling Class I Rubbish Site	Gulf Pride Recycling, LLC	RI-096	40	Chris Lockwood	Regional L.F. Manager	407-244-6259	30.54572222	-88.74900000	8400 Jim Ransay Rd	Veneave	39565	6390
33	Jackson MacLand Disposal, Inc. II	Mac Land Disposal, Inc. II	RI-109	55.4	Sam Williams	District Manager	228-284-6678	30.52897222	-88.52955556	12820 Hwy 613	Mass Point	39562	15280
34	Jackson Applewhite Recycling Systems	Applewhite Recycling Systems, LLC	SW0300020582	37.2	Roger Applewhite	Landfill Supervisor	228-818-5393	30.41001111	-88.66615056	4205 Beasley Rd	Greentree	39553	15280
35	Jefferson Jefferson Davis County Class I Rubbish Site	Jefferson Davis County Board of Supervisors	SW0330020587	16.41	Micaon "Corky" Hoffmann	District L Supervisor	601-792-4336	31.58536111	-89.80444444	East St. Stephens Rd	Ellisville	39474	15284
36	Jones Randy and Danny Inc Class I Rubbish Site	Leigh Ann Pitts-Lawson	RI-026	24.26	Leigh Ann Pitts-Lawson	President	601-477-3999	31.57812000	-89.13976100	184 Fra G Odum Rd	Ellisville	39474	15284
37	Lafayette City of Oxford Rubbish Site	City of Oxford, Mississippi	RI-011	15	Amberlyn Liles	Superintendent	615-417-3258	34.32194444	-89.53973333	55 Rd 3067	Oxford	38655	7007
38	Lafayette Oak Grove Rubbish Landfill	Pea Ridge Recycling, LLC	RI-115	22.5	Jay Lama	Manager	615-417-3258	34.31888889	-89.45722222	32 PR 3067	Oxford	38655	66258
39	Lamar Oak Grove Rubbish Landfill	Pea Ridge Recycling, LLC	RI-115	22.5	Jay Lama	Manager	615-417-3258	34.31888889	-89.45722222	32 PR 3067	Oxford	38655	66258
40	Lauderdale Boreman Hill Class I Rubbish Site	Waste Pro Meridian Landfill II, LLC	SW0380020623	17.41	Chris Lockwood	Regional Landfill Manager	407-244-6259	32.44779444	-88.75445600	7701 Burnhill Rd	Meridian	39305	15292
41	Lauderdale G and G Construction, Inc. Class I Rubbish Landfill	G&G Construction	RI-108	0.75	Jeff Jay	Operator	601-409-8454	32.26909000	-88.77238056	5864 Hwy 11 South	Enterprise	39330	57908
42	Lauderdale Waste Pro Meridian I Rubbish Site	Waste Pro Meridian Landfill II, LLC	SW0380020515	42.26	Chris Lockwood	Regional Landfill Manager	407-244-6259	32.33611944	-88.70696667	2601 Anderson Rd	Meridian	39302	15293
43	Lauderdale Lauderdale County Landfill Class I Rubbish Site	Lauderdale County Landfill, LLC	SW0380020586	11.53	Billy Jay	Partner	601-409-8454	32.43083333	-88.61861111	1400 Willow Lake Rd	Pass Christian	39364	18353
44	Lawrence Lawrence County Class I Rubbish Site	Lawrence County Board of Supervisors	SW0450020604	6.71	Jeff Dungan	County Engineer	601-441-6184	31.62099300	-90.07088100	Ferguson Mill Rd	Mountsba	39654	15297
45	Lee TMCO Rubbish Site	T. May Co., Inc.	RI-041	42.88	Tim May	Owner/Operator	662-869-2151	34.43136700	-88.77107000	544 Birmingham Ridge Rd	Saltillo	38866	17675
46	Leflore Leflore County Rubbish Site	Leflore County Board of Supervisors	RI-037	11.85	Jimmy Gibson	Solid Waste Director	662-299-4344	33.51605278	-90.02750000	Hwy 7 & Browning Rd	Greenwood	38930	15284
47	Leflore Brookhaven Waste Management Facilities Class I Rubbish Site	City of Brookhaven, Mississippi	RI-031	10.3	Keith Lewis	Public Works Director	662-833-2362	31.56528889	-90.41196111	463 County Farm Rd NW	Brookhaven	39601	15284
48	Lowndes City of Columbus Class I Rubbish Site	City of Columbus, Mississippi	RI-013	16.1	Cassy Bush	Public Works Director	662-364-0923	33.47085000	-88.35626700	2221 Armstrong Rd	Columbus	39701	15310
49	Madison City of Canton Class I Rubbish Site	City of Canton, Mississippi	RI-014	37	Melton Garrett	Landfill Manager	601-859-8626	32.32187100	-89.06263500	10281 Rd 541	Canton	39046	14883
50	Madison Madison South Rubbish Landfill	Dwayne D. Ballard	SW0450020526	40	Joel Hurt	Supervisor	601-981-5588	32.43500000	-90.24111111	2950 North County Line Rd	Ridgeland	39157	15291
51	Marion City of Columbia, Mississippi	City of Columbia, Mississippi	RI-015	19.43	Earl Turnage	Operator	601-736-8201	31.30100000	-89.80489000	Airport Road	Columbia	39429	15330
52	Marion MC Environmental Class I Rubbish Facility	MC Environmental, LLC	SW0460020606	11	Clay Brown	Operator	601-736-2199	31.22055000	-89.74861100	Columbia-Purvis Road	Columbia	39429	15333
53	Marshall Quad County Landfill	Quad County Environmental Solutions, LLC	SW0470020596	68.3	Andrew Densing	President	228-280-8029	34.99313100	-89.65013900	850 Wingo Rd	Byhalia	38611	15297
54	Monroe Monroe County Rubbish Site	Monroe County Board of Supervisors	SW0480020602	53.34	Tony Lyons	Manager	33.84529167	-88.40198330	52076 Hwy 8 East	Aberdeen	39710	15310	
55	Neshoba Neshoba County Rubbish Landfill	Neshoba County Board of Supervisors	RI-019	46.39	Jeff Hopp	Landfill Manager	601-416-0799	32.32883333	-89.06263500	10281 Rd 541	Newton	39345	15337
56	Newton Newton County Class I Rubbish Site	Newton County Board of Supervisors	SW0310020524	36.33	Cindy Horton	Operator	601-683-3225	32.38863333	-89.61686111	2042 Landfill Rd	Newton	39350	15330
57	Oktibbeha Starksville Class I Rubbish Site	City of Starksville, Mississippi	RI-021	18.01	Lynn Smull	Mayor	662-332-2525	33.50580000	-88.81154200	1701 Rockhill Rd	Starksville	39739	15344
58	Panola Starksville Class I Rubbish Site	City of Starksville, Mississippi	RI-021	8.5	Brad Arnold	Chief Operating Officer	662-487-2371	34.40058056	-89.779056	2323 S. Peachtree Ext.	Starksville	39769	15344
59	Pearl River Central Landfill Class I Rubbish Site	Transamerican Waste Central Landfill, Inc.	RI-039	6	Sam Williams	District Manager	228-284-6678	30.70527778	-89.60088889	8800 Hwy 11	Sardis	39426	15339
60	Perry Perry County Class I Rubbish Landfill	Perry County Board of Supervisors	RI-033	8.2	Kevin Shows	Supervisor	601-408-2667	31.30196400	-88.95752500	42 Landfill Road	Richton	39476	15340
61	Perry Pine Belt Regional SWMA	Pine Belt Regional SWMA	RI-094	11	James A. Harrison	Executive Director	601-545-6676	31.40561111	-89.09422220	5274 Hwy 29 South	Overt	39464	15342
62	Pike Rimes Magnolia Landfill Class I Rubbish Site	Rimes Magnolia Landfill, LLC	SW0570020594	9.81	Whitney Rimes	Owner/Operator	601-248-3874	31.13244444	-90.42916670	2103 Hwy 48 E	Magnolia	39662	15346
63	Pontotoc RES Pontotoc Rubbish Site	Resourceful Environmental Services Inc.	RI-074	25	Shea Mink	Chief Operating Officer	662-882-3753	34.16780000	-88.89131640	2815 Woodland Rd	Pontotoc	38863	14021
64	Prentiss Prentiss County Class I Rubbish Site	Prentiss County Board of Supervisors	RI-016	14	Richard Kelley	Landfill Manager	662-728-8307	34.59945000	-88.5821667	11 County Rd 5020	Booneville	38829	15352
65	Quitman Mississippi Landfill Operations LLC Class I Rubbish Site	Mississippi Landfill Operations LLC	RI-099	99.6	Michael Harriston	Manager	662-627-2241	34.24825000	-90.19138889	3670 Hood Road	Marks	38646	15351
66	Quitman Panna Properties LLC, Panna Class I Rubbish Site	Southern Environmental Group Inc.	RI-075	11.09	Jim Foshee	President	601-613-6024	32.41502778	-89.93075000	375 Mt Helin Rd	Brandon	39047	15352
67	Rankin Mt Helin Road Class I Rubbish Site	Southern Environmental Group Inc.	RI-105	3.8	Gerard Keaton, Sr.	Mayor	601-732-8609	32.41085000	-89.92057500	495 Mt Helin Rd	Brandon	39047	15352
68	Scott City of Morton Class I Rubbish Site	City of Morton, Mississippi	RI-061	2.8	Diana Sutton	Deputy Clerk	662-847-2725	31.92973100	-90.83501900	292 Frank and Ward Mc London Road	Rolling Fork	39119	15364
69	Sharkey Sharkey County Landfill - Class I Rubbish Site	Sharkey County Board of Supervisors											

Commercial Class I Rubbish Sites

County	Facility Name	Owner/Operator	Permit/Certificate #	Acres	Contact Person	Contact Title	Primary Phone	Latitude	Longitude	Physical Address/Location	City	Zip	AI #
74	Tate Co. Solid Waste Management Facilities, Class I Rubbish Site	Tate County Board of Supervisors	RI-025	13	William Cole Massie	County Administrator	662-562-4647	34.65571944	-90.11000556	592 Gravel Pit Rd	Senatobia	38668	15375
75	Tippah RES Ripley Rubbish Site	Resourceful Environmental Services Inc.	RI-037	71.8	Ronnie Pannell	Landfill Manager	662-587-0021	34.72968333	-88.87986667	901 CR 534	Ripley	38663	15381
76	Tishomingo Belmont Homes Landfill	Belmont Homes Landfill, Inc.	SW0710020516	38	Lee Russell	EHS Manager	256-356-8661	34.47838000	-88.21370600	700 County Rd 864	Golden	38847	8005
77	Tishomingo Tishomingo County Rubbish Site and Transfer Station	Tishomingo County Board of Supervisors	SW0710020552	19.71	Mike Trimm	Operator	662-423-7032	34.72416667	-88.23993333	County Rd 148	Iuka	38832	79666
78	Union New Albany Pumpkin Center Rubbish Site	City of New Albany, Mississippi	RI-063	46.9	Randy McDaniel	Operator	662-316-8054	34.56252500	-89.03701667	768 CR 75	New Albany	38652	15384
79	Warren Warren County Waste Control Class I Rubbish Site	River City Roll-Offs, LLC	RI-051	22.84	Ronald Muirhead	Owner	601-529-6845	32.18806100	-90.89362800	3921 Jeff Davis Rd	Vicksburg	39180	3308
80	Warren Vicksburg Warren County Landfill L.L.C Class I Rubbish Site	Vicksburg Warren County Landfill, LLC	RI-085	10	Lewis Miller III	Operations Manager	601-638-6245	32.34377778	-90.77791667	130 PH Rd	Vicksburg	39180	17606
81	Washington Landfill Management Inc Class I Rubbish Site	Landfill Management, Inc.	RI-036	53.75	William Thomas Hendrix	President	662-686-4184	33.39390300	-90.92425000	Leband Landfill Rd	Leband	38756	7550
82	Wayne Waynesboro Landfill 2 Class I Rubbish Site	City of Wayne-Sboro, Mississippi	RI-103	11.39	Robert Adair	Rubbish Site Operator	601-410-8252	31.73787778	-88.63147778	215 Jimmy Raney Rd	Waynesboro	39367	49161
83	Winston City of Louisville Class I Rubbish Facility	City of Louisville, Mississippi	RI-117	7.66	Robert Eaves	Landfill Director	662-473-9201	33.16544400	-89.05577800	3360 Ivy Avenue	Louisville	39339	7987
84	Yalobush Yalobusha County Class I Rubbish Site	Yalobusha County Board of Supervisors	RI-008	9.64	Amy F Memmin	Chancery Clerk	662-473-2091	34.05706667	-89.67935000	461 County Rd 91	Water Valley	38965	4487
85	* Yazoo City of Yazoo City Rubbish Pit	City of Yazoo City, Mississippi	RI-059	36.36	Jerman Greer	Public Works Director	662-746-3211	32.82994444	-90.43722222	3342 Old Hwy 3	Yazoo City	39194	15408

*Denotes facility either inactive or reported having not received waste during previous calendar year. MDEQ encourages contacting facility prior to bringing waste.

Commercial Class II Rubbish Sites

County	Facility Name	Owner/Operator	Permit/Certificate #	Acres	Contact Person	Contact Title	Primary Phone	Latitude	Longitude	Physical Address/Location	City	Zip	AI #
1	* Adams Foster Mound Class II Rubbish Site	Adams County Board of Supervisors	R2-002	1.4	Angie King	County Administrator	601-445-7934	31.60167222	-91.32986111	Foster Mound Rd/Steamplant Rd	Natchez	39120	6343
2	* Abbe Corinth Rubbish Site	City of Corinth, Mississippi	R2-001	17.88	Clayton Mills	Public Works Director	662-934-3401	34.93811667	-88.53183330	Sections 2& 11 Township 25 Range 71	Corinth	38834	15203
3	* Abbe Town of Gloster Class II Rubbish Site	City of Gloster, Mississippi	R2-126	2.5	Gary Sterling	General Superintendent	601-225-4363	31.23022222	-91.01697222	4893 Homeshiro Rd	Gloster	39638	62505
4	* Aitah City of Kosciusko Class II Rubbish Site	City of Kosciusko, Mississippi	R2-002	8.54	Michelle Ouesnot	City Clerk	662-289-1226	33.09055111	-89.57913600	11823 Hwy 43 N	Kosciusko	39090	15209
5	* Benton Town of Snow Lake Shores Class II Rubbish Site	Town of Snow Lake Shores, Mississippi	R2-104	1.07	Shert Briggs	Town Clerk	662-224-3050	34.81611111	-89.24472222	222 Hwy 4 and Hoover Rd	Ashland	38603	16253
6	* Bolivar Joe Reed and Company Class II Rubbish Site	Joe Reed & Company, Inc	R2-033	3	Joe W Reed, Jr	Secretary/Treasurer	662-843-2139	33.72917500	-90.69946111	34 Hays Rd	Cleveland	38732	15212
7	* Calhoun City of Bruce Class II Rubbish Site	City of Bruce, Mississippi	R2-060	9.63	Robert Mata	Street Supervisor	662-983-2453	34.03806944	-89.35161667	729 Hwy 9 North	Bruce	38913	15966
8	* Copiah City of Hazlehurst Class II Rubbish Disposal Unit	City of Hazlehurst, Mississippi	R2-040	4.6	Shirley Sandifer	Mayor	601-894-1311	31.84406500	-90.40929200	Charles Howard Drive	Hazlehurst	39085	15223
9	* Copiah Crystal Springs Class II Rubbish Site	Copiah County Board of Supervisors	R2-004	23.5	Houston Frierson, Jr.	Copiah County Administrator	601-894-1858	32.00196900	-90.33611100	26095 Hwy 27	Crystal Springs	39059	15221
10	* Copiah Marlowville Class II Rubbish Site	Copiah County Board of Supervisors	R2-005	2	Romie Barlow	Copiah County Administrator	601-864-1858	31.78140000	-90.20172300	Diace Garden Road	Hazlehurst	39083	15222
11	* Forrest Barronville Class II Rubbish Site	Forrest County Board of Supervisors	R2-007	26	Robert Taylor	Assistant Road Manager	601-584-6072	31.39279167	-89.20113611	695 Herrington Rd	Petal	39465	15232
12	* Forrest Mt 2 Class II Rubbish Site	Forrest County Board of Supervisors	R2-006	18.2	Robert Taylor	Assistant Road Manager	601-584-6072	31.39842500	-89.40383056	123 Pitts Rd	Hattiesburg	39402	15231
13	* Forrest McLaurin Class II Rubbish Site	Forrest County Board of Supervisors	R2-008	3	Robert Taylor	Assistant Road Manager	601-584-6072	31.13667722	-89.19917222	Old Hwy 49 East	Hattiesburg	39401	15233
14	* Hancock Boudin's Solid Waste Management Facility	Robert Boudin	R2-093	40	Joey Boudin	Owner	228-493-1012	30.30802000	-89.49044000	9716 Range Rd	Bay St. Louis	39520	15597
15	* Hancock Houston Frierson Class II Rubbish Site	Houston Frierson, Jr.	R2-076	23.5	Houston Frierson, Jr.	Owner	601-798-1602	30.42403100	-89.64370000	OHI Highway 607	Hattiesburg	39466	15134
16	* Hancock Henley Pt 1 Rubbish Site	Janet Tomasiich	R2-066	4.5	Janet Tomasiich	Owner	228-216-8604	32.26497667	-90.26088889	2902 Meter Rd	Klein	39556	15146
17	* Hancock Henley Pt 2 Rubbish Site	Janet Tomasiich	R2-065	9.5	Janet Tomasiich	Owner	228-216-8604	30.44362600	-89.47807778	Freestone Rd/Old Kln Pkwyne Rd	Kln	39556	15248
18	* Hancock Prince J Lader Rubbish Site	Prince J Lader	R2-062	7	John Lader	Co-Owner	662-862-4929	34.28861389	-88.46195556	Section 23 Township 7S Range 15W	Kln	39556	15248
19	* Harrison City of Gulfport - Canal Road Class II Rubbish Site	City of Gulfport, Mississippi	SW0240020341	5.7	Wayne Miller, P. E.	Public Works Director	228-868-5740	30.39472222	-89.13891667	Canal Rd	Gulfport	39507	15260
20	* Harrison Lamey Brothers Trucking Rubbish Site	Lamey Brothers Trucking, Inc.	SW0240020615	40	Cleve A Lamey Jr.	President	228-381-0457	30.51222200	-88.99438889	17377 Rd 510	Bluffs	39532	18345
21	* Harrison Ray Class II Rubbish Site	Tim McCaffrey & Patrick Ray	R2-088	8	Tim McCaffrey	Owner	228-863-8521	30.41619444	-89.22158611	9139 Rd 338	Pass Christian	39571	4838
22	* Hinds APAC Mississippi Inc Rubbish Site	APAC Mississippi, Inc.	R2-038	7.3	Brian Moore	Environmental Manager	601-376-4020	32.26497667	-90.26088889	2902 Meter Rd	Jackson	39204	987
23	* Holmes Lexington Solid Waste Facility	Willie Mes Forrest	R2-111	1.1	Timothy Brown	Public Works Director	662-834-1261	33.12500000	-90.02750000	112 Spring St	Lexington	39095	15273
24	* Itawamba City of Fulton Class II Rubbish Site	City of Fulton, Mississippi	R2-101	6.58	Justin Crane	Street Supervisor	662-862-4929	34.28861389	-88.46195556	Section 23 Township 7S Range 15W	Fulton	38843	15965
25	* Jackson Gulf Pride Recycling Class II Rubbish Site	Gulf Pride Recycling, LLC	R2-095	28	Chris Lockwood	Regional LF Manager	407-244-6259	30.54572222	-88.74900000	8400 Jim Ramsay Rd	Vandevale	39565	6390
26	* Jackson Henze Enterprises Rubbish Site	Henze Enterprises Inc	R2-113	17	Gary Henze	Vice-President	228-219-2084	30.60891667	-88.73966667	18901 Hwy 57	Vandevale	39565	18052
27	* Jackson Jimmy R Lane Lane Pt Class II Rubbish Site	Jimmy R Lane	R2-094	17	Jimmy R Lane	Owner	228-872-2414	30.48461111	-88.87277500	9716 Daisy Vestry Rd	Ocean Springs	39564	6001
28	* Jackson Mallette Brothers Construction Class II Rubbish Site	Mallette Brothers Construction Co., Inc.	R2-053	19	Glynn A. Mallette, II	President	228-497-2523	30.50561111	-88.72383610	7101 Humphrey Rd	Vandevale	39565	15281
29	* Jackson Jackson County Mine and Schoolhouse Road Class II Rubbish Site	Jackson County Board of Supervisors	R2-124	14.05	Joe O'Neal	Jackson County Road Manager	228-826-2567	30.69799722	-88.75397222	Diabase Rd/School House Rd	Vandevale	39565	40992
30	* Jackson SEB Mining, LLC Class II Rubbish Site	SEB Mining, LLC	R2-112	5	Elaine Bright	Owner	228-826-4363	30.55030300	-88.74900000	8300 Jim Ramsay Rd	Vandevale	39565	23612
31	* Jackson West Jackson County Seaman Road Class II Rubbish Site	Jackson County Board of Supervisors	R2-072	22	Ronda Powell	Director	228-990-9422	31.96916667	-89.28105556	63 Park Drive	Vandevale	39565	15277
32	* Jasper Bay Springs Rubbish Site	City of Bay Springs, Mississippi	R2-073	5	Donald Brown	Maintenance Superintendent	601-764-4112	31.96916667	-89.28105556	63 Park Drive	Bay Springs	39462	15046
33	* Jones City of Laurel, Mississippi	City of Laurel, Mississippi	R2-028	20.51	Harvey Warren	Public Works Director	601-428-6456	31.67602000	-89.17403600	Hillcrest Dr/Airport Dr	Laurel	39440	15434
34	* Kemper Town Dekalb Class II Rubbish Disposal Site	Hover Gravel Company, Inc.	R2-077	4	Charles Williams	Public Works Director	601-743-2870	32.78047222	-88.66398056	Baptist Springs Rd	Dekalb	39228	15282
35	* Lamar Hoyer Gravel Company, Inc. Class II Rubbish Site	Hoyer Gravel Company, Inc.	R2-122	26	Myra Davis	Operations Manager	601-264-8727	31.32919500	-89.40735000	42 Archie Hoyer Rd	Hattiesburg	39402	15286
36	* Lauderdale Commerce Street Rubbish Site	Lee	R2-103	28.47	Rudy Young	Regional Landfill Manager	407-244-6259	32.33611944	-88.70066667	2601 Anderson St	Meridian	39302	15293
37	* Lee Meridian Rubbish Site Number One	City of Nettleton, Mississippi	R2-013	7.25	Mem Riley	Mayor	662-963-3060	34.09027778	-88.63555560	West Main St	Nettleton	38858	15299
38	* Lee Tupelo Water & Light Department	Tupelo Water & Light Department	SW0410020616	30.6	Johnny Timmons	Manager	662-842-6499	34.22792200	-88.68901000	Camal St	Tupelo	38801	63386
39	* Lincoln Brookhaven Waste Management Facilities Class II Rubbish Site	City of Brookhaven, Mississippi	R2-027	4.6	Keith Lewis	Public Works Director	601-833-7766	31.56238889	-90.41196111	463 County Farm Rd NW	Brookhaven	39061	15304
40	* Lowndes Phillips Contracting Co., Inc. Class II Rubbish Site	Phillips Contracting Co., Inc	R2-079	4.56	Frank Galloway	Sanitary Director	662-328-6250	33.51663100	-88.39666300	1714 Johnston St	Columbus	39704	17199
41	* Marion MC Environmental Class II Rubbish Facility	MC Environmental, LLC	SW0460020618	17.7	Clay Broom	Operator	601-736-2199	31.22055600	-89.74861100	Columbine-Purvis Road	Columbia	39429	80553
42	* Newton Newton County Class II Rubbish Site	Newton County Board of Supervisors	R2-016	1.87	Cindy Horton	Clerk	601-631-3225	32.38863333	-89.16168611	2042 Landfill Rd	Newton	39345	15330
43	* Panola City of Batesville - Heafner Class II Rubbish Site	City of Batesville, Mississippi	R2-037	5.1	Shelton Hawkins	Street Superintendent	662-934-9974	34.24168900	-90.00306100	NIS Hwy 35 South	Batesville	38606	15337
44	* Pike Rimes Magnolia Landfill Class II Rubbish Site	Rimes Magnolia Landfill, LLC	SW0570020590	8.35	Whitney Rimes	Owner/Operator	601-248-3774	31.13244444	-90.42916670	2103 Hwy 48 E	Magnolia	39552	15346
45	* Pontotoc City of Pontotoc Class II Rubbish Site	City of Pontotoc, Mississippi	R2-069	9.67	Bob Peoples	Mayor	662-489-4321	34.24995000	-88.97606670	Merlin Luther King Dr	Pontotoc	38863	15348
46	* Rankin City of Brandon Class II Rubbish and Composting Sites	City of Brandon, Mississippi	R2-086	2.01	Clary Dearnan	Public Works Ops. Coordinator	601-824-4579	32.28302722	-89.03833333	4401 North St	Brandon	39422	15354
47	* Rankin City of Pearl Class II Rubbish Site	City of Pearl, Mississippi	SW0610020517	10.18	Shane Burrell	Public Works Director	601-932-3520	32.27162222	-90.10313889	780 Center City Dr	Pearl	39208	15422
48	* Scott City of Forest Class II Rubbish Disposal Site	City of Forest, Mississippi	R2-015	26.92	H. Randall George	Public Works Director	601-469-2921	32.35330356	-89.46666670	1049 Bishop Ln	Forest	39074	15362
49	* Sharkey Sharkey County Landfill - Class II Rubbish Site	Sharkey County Board of Supervisors	SW0630020508	8	Willie Smith	Supervisor	662-873-2755	32.93466667	-90.87066667	3785 Rolling Fork Rd	Rolling Fork	39159	15365
50	* Simpson City of Magee Class II Rubbish Site	City of Magee, Mississippi	R2-010	9.16	Hugh Dithore	Superintendent	601-849-3344	31.84472500	-89.70972220	Gravel Pit Rd	Magee	39111	15367
51	* Simpson City of Mendenhall Class II Rubbish Site	City of Mendenhall, Mississippi	R2-011	6	Todd Booth	Mayor	601-847-1212	31.83835600	-89.71094000	295 Pencemaker Rd	Mendenhall	39114	15369
52	* Tate City of Senatobia Class II Rubbish Site	City of Senatobia, Mississippi	R2-020	5	Jeff Rieh	Public Works Director	662-562-8288	34.61279167	-89.92474167	90 Rose Rd	Senatobia	38668	15374
53	* Tate Tate Co. Solid Waste Management Facilities, Class II Rubbish Site	Tate County Board of Supervisors	R2-023	7	William Cole Massee	County Administrator	662-562-4647	34.65571944	-90.11000556	592 Gravel Pt Rd	Senatobia	38668	15375
54	* Washington Jim Avis Class II Rubbish Site	Jim Avis	R2-054	15	Jm Avis	Owner	662-820-8199	33.24556667	-91.03973333	3870 Hwy 1 S	Wayneside	38780	15398
55	* Winston Kennet's Excavation Dirt and Gravel Inc dba Little Man's Landfill	City of Louisville, Mississippi	R2-041	43.39	Kenneth Aaron, Sr.	Owner	662-379-6771	33.50250000	-90.99611100	537 Broadway Ext. N	Greenville	38703	1635
56	* Winston City of Louisville Class II Rubbish Site	City of Louisville, Mississippi	R2-071	3.81	Robert Faves	Landfill Director	662-773-9201	33.16517200	-89.05463900	3360 Ivy Avenue	Louisville	39339	16405
57	* Yalobusha Water Valley Fox Rubbish Site	City of Water Valley, Mississippi	R2-030	6	Donald Gray	Mayor	662-473-1533	34.15793333	-89.61538333	Stephens St	Water Valley	38965	16406

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Industrial/Institutional/Special Waste Landfills

County	Facility Name	Owner/Operator	Permit #	Type	Acres	Contact Person	Contact Title	Primary Phone	Latitude	Longitude	Physical Address/Location	City	Zip	Alt #
1	* Calhoun	Weyerhaeuser NR Company	SW0130040434	Wood Waste and Ash	9	Daniel Clay	Environmental Manager	662-642-1151	34.056111	-89.347639	289 S. Pentecost Rd	Bruce	38915	707
2	* Choctaw	Red Hills Generations Facility Ash Management Unit	SW01000040462	Coal Ash	90	Jim Ward	Environmental Compliance	662-387-5758	33.383056	-89.208914	2391 Pensacola Rd	Ackerman	39735	38097
3	* Grenada	Hankins Lumber Company, Inc.	SW0220040449	Wood Waste and Ash	12	Howard Gardner	Environmental Manager	662-226-2961	33.741139	-89.678083	Camp McCann Rd	Ellott	38926	15242
4	* Hancock	NASA, John C. Stennis Landfill	SW0240180376	Asbestos	14	Bridget Moody	Environmental Specialist	228-688-1426	30.348064	-89.613336	B1100 R3021	Stennis Space Center	39529	1325
5	* Harrison	Chemours DeLisle Facility Landfill #1	SW0240040488	Ash and Titanium Dioxide	156	Suzanne Gibson	Plant Environmental Consultant	228-255-2479	30.389186	-89.308892	7685 Kin DeLisle Rd	Pass Christian	39571	1832
6	* Harrison	Chemours DeLisle Facility Landfill #2	SW0300040559	Coke and Ore Solids	40	Suzanne Gibson	Plant Environmental Consultant	228-255-2479	30.389186	-89.308892	7685 Kin DeLisle Rd	Pass Christian	39571	1832
7	* Jackson	Plant Vector 1 Daniel Gypsum Storage Facility	SW0300040527	FGD Gypsum	36	Misty Field	Compliance Specialist	228-474-3096	30.535842	-88.550556	13201 Hwy 63 N	Moss Point	39562	1321
8	* Jackson	Plant Vector 1 Daniel North Ash Management Unit	SW0300040563	Coal Ash	46	Misty Field	Compliance Specialist	228-474-3096	30.535842	-88.550556	13201 Hwy 63 N	Moss Point	39562	1321
9	* Lawrence	Georgia-Pacific Monticello LLC Landfill	SW0440040458	Ash, Sludges, C&D, etc.	20	Tim Jones	Environmental Manager	601-587-3348	31.625853	-90.083900	604 N.A. Sandifer Rd	Monticello	39701	899
10	* Lawrence	International Paper Columbus Mill Landfill	SW0480040466	Ash, C&D, Grits, and Dreg	60	Jeremy Jones	Environmental Engineer	662-343-8576	33.419183	-88.458339	4335 Carson Rd	Columbus	39746	857
11	* Monroe	Tronox - Hamilton Facility Landfill	SW0480040573	Titanium Dioxide Sand	6	Bill Smith	Environmental Advisor	662-343-8576	33.746889	-88.463833	40034 Tronox Rd	Hamilton	39746	857
12	* Monroe	Tronox - Hamilton Facility Landfill #2	SW0480040573	Titanium Dioxide Sand	42.4	Bill Smith	Environmental Advisor	662-343-8576	33.746889	-88.463833	40034 Tronox Rd	Hamilton	39746	857
13	* Neshoba	Weyerhaeuser Industrial Landfill - Philadelphia	SW0500040450	Wood Waste and Ash	6.74	Brad Hodges	Environmental Manager	601-504-0163	32.760578	-89.119722	1016 Weyerhaeuser Rd	Philadelphia	39350	5197
14	* Noxubee	Robo Asbestos Monofill Landfill	SW0520180381	Non-MSW	4.2	Roland Edmonds	President	662-793-4705	32.942820	-88.467530	Field Rd Shuquak Rd	Shuquak	39361	1085
15	* Perry	Georgia-Pacific Leaf River Cellulose Landfill	SW0560020414	Ash, Liquor Dregs	15	Tommy Key	Environmental Leader	601-964-7375	31.240300	-89.048058	157 Buck Creek Rd	New Augusta	39462	9342
16	* Smith	GP Taylorsville Landfill	Authorization	Wood Waste and Ash	8	Jeff Bankoski	Environmental Manager	601-529-0493	31.839298	-89.456797	Section 9 Township 10N Range 13W	Taylorsville	39168	8477
17	* Warren	Cappaert Manufactured Housing Landfill	SW0750040446	Wood Waste and Rubbish	37	Warren Guider	Environmental Specialist	601-529-2464	32.218058	-90.925847	3360 Ring Road	Vicksburg	39180	8477
18	* Warren	IP Vicksburg Landfill	SW0750040560	Wood Ash, WW, Grit, C&D	17.5	Rachel Davis	Environmental Manager	601-631-8387	32.527800	-90.772239	3737 Hwy 3 N	Redwood	39156	1585
19	* Washington	Little Man's Landfill	SW0760040439	Non-MSW	25	Kenneth Aaron, Sr	Owner	662-379-6771	33.502500	#####	537 Broadway Ext. N	Greenville	38703	7635
20	* Washington	Landfill Management, Inc. Industrial Landfill	SW0760040438	Non-MSW	4	William Hendrix	President	662-686-4184	33.393903	#####	Leland Landfill Rd	Leland	38756	7550

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Industrial/Institutional/Special Waste Rubbish Sites

County	Facility Name	Owner/Operator	Permit/Certificate #	Type	Acres	Waste Type	Contact Person	Contact Title	Primary Phone	Latitude	Longitude	Physical Address/Location	City	Zip	Alt #
1	Alcorn FCA Cornith (Elam Creek Nature Trail)	City of Cornith, Mississippi	R1-040	Class I	11.5	Wood Waste	David Howe	Director, Community Development & Planning	662-286-6644	34.945368	-88.525204	100 W. Linden St	Cornith	38834	305
2	Chocoway Southeastern Timber Class I Rubbish Site	Southeastern Timber Products, LLC	SW010020581	Class I	24.8	Wood Waste, Class I Rubbish	Keith Rose	Plant Manager	601-285-4502	33.300784	-89.207423	240 PCA Rd	Ackerman	39375	2014
3	Forrest Camp Shelby Training Site MMD Rubbish Site	Camp Shelby Training Center	R2-096	Class II	6.19	Vegetative Debris	David Herrington	Roads and Rehab Supervisor	601-558-2506	31.185250	-89.327167	Andrews Rd	Camp Shelby	39407	6854
4	Forrest Fairley's Tire & Rubber Disposal, LLC	Farris Fairley	SW0180020575	Class I	34.2	Processed Waste Tires/Rubber	Farris Fairley	Owner	601-796-5452	30.940472	-89.327167	300 Worth Nail Rd	Lumberton	39455	6460
5	Hancock National Aeronautes & Space Administration R2-035	National Aeronautes & Space Administration	R2-035	Class II	2	Vegetative Debris	Bridget Moody	Environmental Specialist	228-688-1426	30.348064	-89.613336	Building 100 R 3021	Stennis Space Center	39529	1325
6	Hancock NASA, John C. Stennis Space Center Class II Rubbish Site 1	National Aeronautes & Space Administration	R2-035	Class II	1	Vegetative Debris	Bridget Moody	Environmental Specialist	228-688-1426	30.348064	-89.613336	Building 100 R 3021	Stennis Space Center	39529	1325
7	Hancock NASA, John C. Stennis Space Center Class II Rubbish Site 2	National Aeronautes & Space Administration	R2-035	Class II	2	Vegetative Debris	Bridget Moody	Environmental Specialist	228-688-1426	30.348064	-89.613336	Building 100 R 3021	Stennis Space Center	39529	1325
8	Hancock NASA, John C. Stennis Space Center Class II Rubbish Site 3	National Aeronautes & Space Administration	R2-036	Class II	11.8	Demolition Debris	Bridget Moody	Environmental Specialist	228-688-1426	30.348064	-89.613336	Building 100 R 3021	Stennis Space Center	39529	1325
9	Hancock NASA, John C. Stennis Space Center Class II Rubbish Site C&F	National Aeronautes & Space Administration	R2-075	Class II	5.4	Waste Brick, Class II Rubbish	Sam Abney	Environmental Safety Coordinator	601-981-1410	32.373344	-90.222119	2050 Forest Ave	Stennis Space Center	39529	1325
10	Hancock Tri-State Rubbish Site	Tri-State Lumber, Inc.	SW0380020538	Class II	54	Class II Rubbish	Mfizi Kennedy	Vice-President	601-483-4389	32.387797	-88.880072	Suqualena-Meehan Rd	Jackson	39213	1300
11	Lee Saltillo Monofill	Mid South Lumber, Inc.	R2-119	Class I	23.2	Processed Waste Tires	Thomas Carter	Owner	615-604-5042	34.404444	-88.685139	2058 Hwy 145 N	Shilho	38866	11443
12	Marion Columbia Chip LP Class II Rubbish Site	Columbia Chip LP	R2-123	Class II	3.63	Wood Waste, Rock	Brad Smith	Safety and Environmental Director	601-467-6923	31.289908	-89.843464	20 Hillcrest Ln	Columbia	39429	829
13	Marion Jones Lumber Company Class II Rubbish Site Number 2	Jones Lumber Co.	R2-123	Class II	8	Wood Waste, Stone, Class II Rubbish	Brad Smith	Safety and Environmental Director	601-467-6923	31.023889	-89.814167	Off Hwy 48	Sandyhook	39478	84566
14	Monroe F.E.M., Inc.	F.E.M., Inc.	R2-025	Class II	3.63	Class II Rubbish	Kevin Trautman	General Manager	662-256-9665	33.943908	-88.427783	Swan Hill Rd	Amory	38821	15320
15	Perry Leaf River Cellulose Rubbish Site	Leaf River Cellulose, LLC	R2-058	Class II	12.6	Wood Waste, Class II Rubbish	Tommy Key	Environmental Leader	601-964-7375	31.240300	-89.048058	157 Back Creek Rd.	New Augusta	39462	9342
16	Stone Desoto Treated Materials Non-Commercial Rubbish Site	DeSoto Treated Materials, Inc.	R1-086	Class I	101	Wood Waste	Stephen Owen	President	601-928-3921	30.890056	-88.226111	Protest Rd	Wiggins	39577	17499
17	Tippah Hanks Inc. Rubbish Site	Hanks, Inc.	R1-106	Class I	5.33	Wood Waste, Class II Rubbish	James Willingham	Environmental Coordinator	662-837-9286	34.717065	-88.847093	15881 Hwy 4 East	Bigley	38663	1640
18	Walsh Jones Lumber Co. Inc. Class II Rubbish Site	Jones Lumber Co.	R2-059	Class II	2	Wood Waste, Class II Rubbish	Brad Smith	Safety and Environmental Director	601-467-6923	31.076500	-89.950094	Hwy 48 East	Sandyhook	39478	15386
19	Warren USACE Waterways Experiment Station Rubbish Site	Waterways Experiment Station (WES)	R2-034	Class II	1.5	Demolition Debris, Vegetative Debris	Ombria Banks	Environmental Protection Specialist	601-416-2761	32.300762	-90.872097	3909 Halls Ferry Rd	Vicksburg	39180	1158
20	Warren VTPH Redwood Class II Rubbish Site	VTPH Redwood, LLC	R2-045	Class II	20	Wood Waste	Chris Barnett	Raw Material/Environmental Manager	601-429-6449	32.514742	-90.783897	Hwy 3 East	Redwood	39181	15387

*Denotes facility either inactive or reported having not received waste during previous calendar year. MDEQ encourages contacting facility prior to bringing waste.

Composting/Mulching/Chipping Facilities

County	Facility Name	Owner/Operator	Permit/Certificate #	Type	Contact Person	Contact Title	Primary Phone	Latitude	Longitude	Physical Address/Location	City	Zip	Alt #
Chickasaw	City of Okolona Pilot Composting Facility	City of Okolona, Mississippi		Vegetative Debris	Richie Conson	Public Works Director	662-447-5461	34.007500	-88.726944	County Rd 147	Okolona	38860	66451
Covington	City of Collins Mulching Facility	City of Collins, Mississippi		Vegetative Debris	Bob Shoemaker	Public Works Director	601-517-0076	31.632694	-89.573962	Gene Monk Rd	Collins	39428	n/a
Forrest	Northgate Land and Timber Chipping Facility	John C. Nelson		Vegetative Debris	John C. Nelson	President	601-582-7662	31.236994	-89.232853	979 Hwy 98 E	Hattiesburg	39401	n/a
Grenada	Hankins Lumber Company Composting Site	Hankins Lumber Company, Inc.	CI-003	Untreated Wood Waste	Howard Gardner	Environmental Manager	662-266-2961	33.692750	-89.751333	Nat G. Trout Rd	Elliott	38902	15241
Hancock	NASA, John C. Stennis Space Center Composting Site	National Aeronautics Space Administration		Vegetative Debris	Bridget Moody	Environmental Specialist	228-688-1426	30.480664	-89.613336	B1100 B3021	Stennis Space Center	39529	n/a
Hinds	City of Clinton - Dept. of Public Works (Composting)	City of Clinton, Mississippi	CI-006	Vegetative Debris	Phillip Lilley	Public Works Director	601-598-6239	32.330292	-90.341397	525 Springridge Rd	Clinton	39256	50009
Hinds	Greenhill Env. Services Debris & Chipping Facility	Calvin McFarland		Vegetative Debris	Calvin McFarland	Owner/Operator	601-214-8358	32.148586	-90.279708	6835 155 South	Bryam	39272	n/a
Jackson	West Jackson Co. Seaman Road, Composting Facility	Jackson County Board of Supervisors	CI-008	Vegetative Debris	Ronda Powell	Solid Waste Director	228-990-9422	30.491400	-88.814533	10501 Seaman Rd	Vanceleve	39565	n/a
Lafayette	University of Mississippi Pilot Composting Facility	University of Mississippi		Organic Food Waste	Kendall McDonald	Assoc. Dir. of Sustainability	228-229-8663	34.588889	-89.554444	700 Hathorn Rd	University	38677	66454
Lamar	Lamar County Hwy 98 Mulching Site	Lamar County Board of Supervisors		Vegetative Debris	Brian Neuman	Senior Planner	601-794-1024	31.304444	-89.505556	7587 Hwy 98	Hattiesburg	39401	n/a
Lamar	Lamar County Purvis to Baxterville Rd Mulching Site	Lamar County Board of Supervisors		Vegetative Debris	Brian Neuman	Senior Planner	601-794-1024	31.122500	-89.489444	1164 Purvis to Baxterville Rd	Purvis	39425	n/a
Lamar	Lamar County Rocky Branch Mulching Site	Lamar County Board of Supervisors		Vegetative Debris	Brian Neuman	Senior Planner	601-794-1024	31.386389	-89.572778	3799 Rocky Branch Rd	Sumral	39465	n/a
Lamar	Lamar County Carter Circle Mulching Site	Lamar County Board of Supervisors		Vegetative Debris	Brian Neuman	Senior Planner	601-794-1024	31.266111	-89.360833	1113 Carter Circle	Purvis	39457	n/a
Leflore	City of Greenwood Reuben Hughes St Mulching Site	City of Greenwood, Mississippi		Veg. Debris: Untreated Wood	Carolyn McAdams	Mayor	662-451-7601	33.534674	-90.161878	500 Reuben Hughes St	Greenwood	38930	n/a
Leflore	Mississippi Mulch Site	Mississippi Mulch, LLC		Vegetative Debris	Richard Moorhead	President	662-581-7101	33.528113	-90.2241058	Leflore County Public Road 372	Greenwood	38930	n/a
Lincoln	City of Brookhaven Mulching Site	City of Brookhaven, Mississippi		Vegetative Debris	Keith Lewis	Public Works Director	601-833-7766	31.562889	-90.411961	467 County Farm Rd NE	Brookhaven	39601	15304
Lowndes	Gobox Environmental, LLC	Gobox Environmental, LLC		Vegetative Debris	Rob Graham	Owner	662-328-5642	33.482556	-88.480944	100 Rosserest Ln	Columbus	39701	70967
Madison	Hawkins-Thompson Mulching Site	Jenkins Tree and Stump Removal, LLC		Vegetative Debris	Timothy Jenkins	President	601-260-5856	32.565180	-90.079120	211 Hawkins-Thompson Ln	Canton	39046	n/a
Marion	MC Environmental Mulching Site	MC Environmental, LLC		Vegetative Debris	Clay Broom	Operator	601-736-2199	31.200556	-89.748611	Columbia-Purvis Road	Columbia	39429	80553
Newton	Town of Decatur Composting Site	Town of Decatur, Mississippi		Vegetative Debris	David Anderson	Public Works Director	601-480-7698	32.421000	-89.106861	Bill Bailey Dr	Decatur	39327	63920
Pike	Williamson Nursery	Max Spears		Vegetative Debris	Stephen Porter	General Manager	225-247-3033	31.317417	-90.509733	2040 Johnston Chapel Rd	Summit	39666	57777
Rankin	Big Johns Wood & Resources	Johannie Roland		Vegetative Debris	Johannie Roland	Public Works Ops. Coordinator	601-899-2113	32.414535	-89.931572	400 Mount Helm Rd	Flowood	39042	n/a
Rankin	City of Brandon (Class II and Composting Sites)	City of Brandon, Mississippi	CI-001	Vegetative Debris	Cliff Dearman	Public Works	601-899-2113	32.414535	-89.931572	400 Mount Helm Rd	Brandon	39042	15354
Rankin	Kip's Tree Service Mulching Site	Kip's Tree Service		Vegetative Debris	Clifton Rogers	Owner	601-829-3748	32.411222	-89.915306	Mt Helen St	Brandon	39047	n/a
Smith	Ashley Farms & Trucking Mulching Site	Mike Ashley		Vegetative Debris	Mike Ashley	President	601-782-4508	32.001156	-89.522648	342 Magnolia Dr	Raleigh	39153	n/a
Wilkinson	Town of Centerville, Centerville Compost Site	Town of Centerville, Mississippi		Vegetative Debris	Kelly Roberts	Supervisor	601-648-5218	31.056111	-91.066389	1227 Gauden Clinton Rd	Centerville	39631	n/a
Wilkinson	Town of Woodville Mulching Site	Town of Woodville, Mississippi		Vegetative Debris	Donald Ray Carter	Superintendent	601-888-3338	31.084293	-91.289143	Prison Lane	Woodville	39649	n/a

*Denotes facility either inactive or reported having not received waste during previous calendar year. MDEQ encourages contacting facility prior to bringing waste.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 7805

CODE: (SP)

DATE: 03/25/2026

SUBJECT: Cooperation Between Contractors

**PROJECT: MEP-3000-06(220) / 310227306 - Bolivar County
MEP-3000-26(221) / 310227326 – Holmes County
MEP-3000-27(222) / 310227327 – Humphreys County
MEP-3000-63(223) / 310227363 – Sharkey County
MEP-3000-67(224) / 310227367 – Sunflower County
MEP-3000-76(225) / 310227376 – Washington County
MEP-3000-82(226) / 310227382 – Yazoo 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 if this project adjoins or is within the limits of other MDOT projects that are concurrently under construction, the Contractor shall cooperate in all respects and shall coordinate construction of all phases of work with the Contractor of the adjoining/concurrent project(s).

"General Decision Number: MS20260082 01/02/2026

Superseded General Decision Number: MS20250082

State: Mississippi

Construction Type: Highway

County: Bolivar County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number Publication Date
0 01/02/2026

SUMS2010-005 08/04/2014

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 12.28	0.00
CARPENTER, Excludes Form Work....	\$ 14.03	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.13	0.00
ELECTRICIAN.....	\$ 21.80	7.93
HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck).....	\$ 14.11	0.00
INSTALLER - GUARDRAIL.....	\$ 11.42	0.00
INSTALLER - SIGN.....	\$ 11.73	0.00
IRONWORKER, REINFORCING.....	\$ 16.29	0.00
LABORER: Common or General, Including Asphalt Raking, Shoveling, Spreading and Concrete Work.....	\$ 11.01	0.00
LABORER: Flagger.....	\$ 11.48	0.00
LABORER: Grade Checker.....	\$ 11.32	0.00
LABORER: Landscape.....	\$ 9.77	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 11.08	0.00
LABORER: Pipelayer.....	\$ 11.34	0.00
LABORER: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 15.15	0.00
OPERATOR: Asphalt Spreader.....	\$ 16.03	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 13.38	0.00
OPERATOR: Broom/Sweeper.....	\$ 10.77	0.00

OPERATOR: Bulldozer.....	\$ 11.58	0.00
OPERATOR: Concrete Saw.....	\$ 12.95	0.00
OPERATOR: Crane.....	\$ 21.25	0.00
OPERATOR: Distributor.....	\$ 12.38	0.00
OPERATOR: Drill.....	\$ 19.22	0.00
OPERATOR: Grader/Blade.....	\$ 14.44	0.00
OPERATOR: Grinding/Grooving Machine.....	\$ 15.94	0.00
OPERATOR: Loader.....	\$ 12.21	0.00
OPERATOR: Mechanic.....	\$ 15.32	0.00
OPERATOR: Milling Machine.....	\$ 18.16	0.00
OPERATOR: Oiler.....	\$ 12.33	0.48
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 12.69	0.00
OPERATOR: Piledriver.....	\$ 15.13	0.00
OPERATOR: Roller (All Types)....	\$ 11.48	0.00
OPERATOR: Scraper.....	\$ 12.96	0.00
OPERATOR: Tractor.....	\$ 11.46	0.00
OPERATOR: Trencher.....	\$ 15.00	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 12.64	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 13.80	0.00
TRUCK DRIVER: Mechanic.....	\$ 14.08	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.29	0.00
TRUCK DRIVER: Water Truck.....	\$ 10.89	0.00
TRUCK DRIVER: Dump Truck (All Types).....	\$ 12.00	0.00
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 15.29	0.00

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 80 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>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, 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 the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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)).

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.

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 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

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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 or by mail to:

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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

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OPERATOR: Broom/Sweeper.....	\$ 10.77	0.00
OPERATOR: Bulldozer.....	\$ 14.15	0.00
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OPERATOR: Piledriver.....	\$ 15.13	0.00
OPERATOR: Roller (All Types)....	\$ 11.88	0.00
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Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

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"General Decision Number: MS20260126 01/02/2026

Superseded General Decision Number: MS20250126

State: Mississippi

Construction Type: Highway

Counties: Grenada, Humphreys, Montgomery, Quitman and Tallahatchie Counties in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number Publication Date
0 01/02/2026

SUMS2010-049 08/04/2014

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 13.99	0.00
CARPENTER, Excludes Form Work....	\$ 14.03	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 14.09	0.00
ELECTRICIAN.....	\$ 21.80	7.93
HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck).....	\$ 14.11	0.00
INSTALLER - GUARDRAIL.....	\$ 11.42	0.00
INSTALLER - SIGN.....	\$ 11.73	0.00
IRONWORKER, REINFORCING.....	\$ 16.29	0.00
LABORER: Common or General, Including Asphalt Raking, Shoveling, Spreading and Concrete Work.....	\$ 10.49	0.00
LABORER: Flagger.....	\$ 11.48	0.00
LABORER: Grade Checker.....	\$ 11.32	0.00
LABORER: Landscape.....	\$ 9.77	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 11.08	0.00
LABORER: Pipelayer.....	\$ 11.34	0.00
LABORER: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 12.93	0.00
OPERATOR: Asphalt Spreader.....	\$ 16.03	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 13.38	0.00

OPERATOR: Broom/Sweeper.....	\$ 10.77	0.00
OPERATOR: Bulldozer.....	\$ 13.67	0.00
OPERATOR: Concrete Saw.....	\$ 12.95	0.00
OPERATOR: Crane.....	\$ 21.25	0.00
OPERATOR: Distributor.....	\$ 12.38	0.00
OPERATOR: Drill.....	\$ 19.22	0.00
OPERATOR: Grader/Blade.....	\$ 14.44	0.00
OPERATOR: Grinding/Grooving Machine.....	\$ 15.94	0.00
OPERATOR: Loader.....	\$ 12.21	0.00
OPERATOR: Mechanic.....	\$ 15.32	0.00
OPERATOR: Milling Machine.....	\$ 18.16	0.00
OPERATOR: Oiler.....	\$ 12.33	0.48
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 12.69	0.00
OPERATOR: Piledriver.....	\$ 15.13	0.00
OPERATOR: Roller (All Types)....	\$ 11.51	0.00
OPERATOR: Scraper.....	\$ 12.96	0.00
OPERATOR: Tractor.....	\$ 11.46	0.00
OPERATOR: Trencher.....	\$ 15.00	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 12.64	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 13.80	0.00
TRUCK DRIVER: Mechanic.....	\$ 14.08	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.29	0.00
TRUCK DRIVER: Water Truck.....	\$ 10.89	0.00
TRUCK DRIVER: Dump Truck (All Types).....	\$ 11.71	0.00
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 15.29	0.00

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or 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>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, 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 the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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)).

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.

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
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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 or by mail to:

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

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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 or by mail to:

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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:

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

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END OF GENERAL DECISION

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Backhoe/Excavator/Trackhoe.....	\$ 13.28	0.00
OPERATOR: Broom/Sweeper.....	\$ 10.17	0.00
OPERATOR: Bulldozer.....	\$ 13.30	0.00
OPERATOR: Concrete Saw.....	\$ 13.60	0.00
OPERATOR: Crane.....	\$ 16.00	0.00
OPERATOR: Distributor.....	\$ 11.70	0.00
OPERATOR: Drill.....	\$ 19.22	0.00
OPERATOR: Grader/Blade.....	\$ 13.84	0.00
OPERATOR: Loader.....	\$ 11.73	0.00
OPERATOR: Mechanic.....	\$ 16.28	0.00
OPERATOR: Milling Machine.....	\$ 15.38	0.00
OPERATOR: Mixer.....	\$ 14.85	0.00
OPERATOR: Oiler.....	\$ 13.08	0.48
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 13.01	0.00
OPERATOR: Piledriver.....	\$ 15.13	0.00
OPERATOR: Roller (All Types)....	\$ 11.05	0.00
OPERATOR: Scraper.....	\$ 12.63	0.00
OPERATOR: Tractor.....	\$ 9.98	0.00
OPERATOR: Trencher.....	\$ 15.00	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 13.29	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.49	0.00
TRUCK DRIVER: Mechanic.....	\$ 12.35	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.31	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.15	0.00
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END OF GENERAL DECISION

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"General Decision Number: MS20260115 01/02/2026

Superseded General Decision Number: MS20250115

State: Mississippi

Construction Type: Highway

County: Sunflower County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number Publication Date
0 01/02/2026

SUMS2010-038 08/04/2014

	Rates	Fringes
CARPENTER, Excludes Form Work....	\$ 14.03	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.13	0.00
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END OF GENERAL DECISION

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OPERATOR: Bulldozer.....	\$ 13.67	0.00
OPERATOR: Concrete Saw.....	\$ 12.95	0.00
OPERATOR: Crane.....	\$ 25.75	0.00
OPERATOR: Distributor.....	\$ 12.38	0.00
OPERATOR: Drill.....	\$ 19.22	0.00
OPERATOR: Grader/Blade.....	\$ 13.97	0.00
OPERATOR: Grinding/Grooving Machine.....	\$ 19.83	2.26
OPERATOR: Loader.....	\$ 12.21	0.00
OPERATOR: Mechanic.....	\$ 14.67	0.00
OPERATOR: Milling Machine.....	\$ 18.25	0.00
OPERATOR: Oiler.....	\$ 12.33	0.48
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 12.69	0.00
OPERATOR: Piledriver.....	\$ 15.13	0.00
OPERATOR: Roller (All Types)....	\$ 10.81	0.00
OPERATOR: Scraper.....	\$ 12.96	0.00
OPERATOR: Tractor.....	\$ 10.05	0.00
OPERATOR: Trencher.....	\$ 15.00	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 12.64	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 13.80	0.00
TRUCK DRIVER: Mechanic.....	\$ 14.08	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.29	0.00
TRUCK DRIVER: Water Truck.....	\$ 9.44	0.00
TRUCK DRIVER: Dump Truck (All Types).....	\$ 10.00	0.00
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 15.29	0.00

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or 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>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, 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 the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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)).

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.

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

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 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 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 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

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OPERATOR: Bulldozer.....	\$ 15.69	0.00
OPERATOR: Concrete Saw.....	\$ 13.60	0.00
OPERATOR: Crane.....	\$ 16.00	0.00
OPERATOR: Distributor.....	\$ 11.70	0.00
OPERATOR: Drill.....	\$ 19.22	0.00
OPERATOR: Grader/Blade.....	\$ 13.84	0.00
OPERATOR: Loader.....	\$ 11.73	0.00
OPERATOR: Mechanic.....	\$ 16.28	0.00
OPERATOR: Milling Machine.....	\$ 15.38	0.00
OPERATOR: Mixer.....	\$ 14.85	0.00
OPERATOR: Oiler.....	\$ 13.08	0.48
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 13.01	0.00
OPERATOR: Piledriver.....	\$ 15.13	0.00
OPERATOR: Roller (All Types)....	\$ 12.14	0.00
OPERATOR: Scraper.....	\$ 12.63	0.00
OPERATOR: Tractor.....	\$ 9.98	0.00
OPERATOR: Trencher.....	\$ 15.00	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 13.29	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.49	0.00
TRUCK DRIVER: Mechanic.....	\$ 12.35	0.00
TRUCK DRIVER: Off the Road Truck.....	\$ 12.31	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.15	0.00
TRUCK DRIVER: Dump Truck (All Types).....	\$ 13.58	0.00
TRUCK DRIVER: Semi/Trailer Truck.....	\$ 17.34	0.00

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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>.

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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.

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WAGE DETERMINATION APPEALS PROCESS

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

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- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification)

and rate) determination

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

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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.

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

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END OF GENERAL DECISION

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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. 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, 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.

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

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

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

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

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

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

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

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SMSA Counties:

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

Non-SMSA Counties:

George, Greene-----	26.4
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Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Clay, Coahoma, Grenada, Itawamba, Lafayette, Lee, Leflore, Marshall, Monroe, Montgomery, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Washington, Webster, Yalobusha -----	26.5
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Attala, Choctaw, Claiborne, Clarke, Copiah, Covington, Franklin, Holmes, Humphreys, Issaquena, Jasper, Jefferson, Jefferson Davis, Jones Kemper, Lauderdale, Lawrence, Leake, Lincoln, Lowndes, Madison, Neshoba, Newton, Noxubee, Oktibbeha, Scott, Sharkey, Simpson, Smith, Warren, Wayne, Winston, Yazoo-----	32.0
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Forrest, Lamar, Marion, Pearl River, Perry, Pike, Walthall-----	27.7
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Adams, Amite, Wilkinson -----	30.4
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These goals are applicable to all the Contractor’s construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

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

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

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

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

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

(12/04/2018)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-101-1

CODE: (IS)

DATE: 07/20/2023

SUBJECT: Definitions and Terms

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

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

APL Approved Products List

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

AWPA American Wood Protection Association

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

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

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-102-2

CODE: (IS)

DATE: 11/22/2017

SUBJECT: Bidding Requirements and Conditions

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

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-104-2

CODE: (SP)

DATE: 06/17/2025

SUBJECT: Minor Alteration to the Contract

Section 104, Scope of Work, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-104.02--Alterations of Plans or Character of Work.

907-104.02.3--Minor Alteration to the Contract. In the first paragraph of Subsection 104.02.3 on page 25, change \$10,000.00 to \$25,000.00.

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. 907-106-4

CODE: (IS)

DATE: 12/16/2025

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 was currently required for steel and iron products.

Articles, materials, or supplies will only be classified under one of the following categories: iron or steel products, construction materials, manufactured products, or excluded materials (as further described in subsection 907-700.01.1). An article, material, or supply shall not be considered to fall under multiple categories. The applicable classification of the article, material, or supply being permanently incorporated into a construction project will be based on the status at the time the article, material, or supply is brought to the project work site.

Any iron or steel products, construction materials, and manufactured products that are permanently incorporated into a construction project, shall be domestically manufactured and compliant with current requirements of the Act, including 2 CFR 184, 2 CFR 200.322, OMB 24-02 Memo and related requirements therein, and with the current requirements within 23 CFR 635.410.

It is the prime Contractor's responsibility to ensure all submittals and/or certifications required by the above listed Buy America provisions are submitted to the Project Engineer prior to the article, material, or supply being incorporated into the work.

Buy America provisions do not apply to temporarily used articles, materials, or supplies 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.

The following categories, as described above, require Domestic Materials Self-Certification Form (as described within Subsection 907-700.01.2) on construction projects:

- Iron or Steel Products
- Construction Materials
- Manufactured Products.

Buy America provisions do not apply to excluded materials.

A list of items that must comply with the above listed Buy America requirements and require Buy America Certificate of Conformance may be viewed at www.goMDOT.com under Business Center → Engineering Standards/Guides/Manuals → Construction Materials.

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. 907-108-6

CODE: (SP)

DATE: 03/11/2025

SUBJECT: Default and Termination 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.

907-108.08--Default and Termination of Contract. At the end of the Subsection 108.08 on page 85, add the following.

907-108.08.1--Debarment of Contractor If the Contractor is declared to be in default under this Subsection and the Contract terminated for the reason(s) indicated in Subsections 108.08 (d), (f), or (g) above, the Commission may, in its discretion and in addition to default and termination, declare the Contractor to be debarred from bidding on any other projects for a period of one (1) year from the date of the termination letter. If the debarred Contractor has multiple on-going Contracts with the Commission and receives a one (1) year debarment, the on-going Contract(s) may continue; however, the Contractor will not be allowed to bid another project until one (1) year has passed from date of the termination letter.

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 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

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. 907-721-4

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/ft²)
Per ASTM Designation D4956**

**TABLE 4
Type IX Sheeting**

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

**TABLE 5
Type XI Sheeting**

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

After Subsection 721.10 on page 864, add the following.

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**

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

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

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 3rd party certifier approved by the reflective sheeting manufacturer.

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

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.

Removal & Disposal of Debris on various routes throughout District 3, known as Federal Aid Project Nos. MEP-3000-06(220) / 310227306 in Bolivar County, MEP-3000-26(221) / 310227326 in Holmes County, MEP-3000-27(222) / 310227327 in Humphreys County, MEP-3000-63(223) / 310227363 in Sharkey County, MEP-3000-67(224) / 310227367 in Sunflower County, MEP-3000-76(225) / 310227376 in Washington County & MEP-3000-82(226) / 310227383 in Yazoo County.

Line no.	Item Code	Adj Code	Quantity	Units	Description[Fixed Unit Price]
Roadway Items					
0010	202-B094		12,230	Each	Removal of Debris Hangers
0020	202-B094		1,661	Each	Removal of Debris Leaners
0030	202-B116		148,140	Cubic Yard	Removal of Debris, LVM Tree Debris
0040	620-A001		1	Lump Sum	Mobilization
0050	907-618-A001		1	Lump Sum	Maintenance of Traffic

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

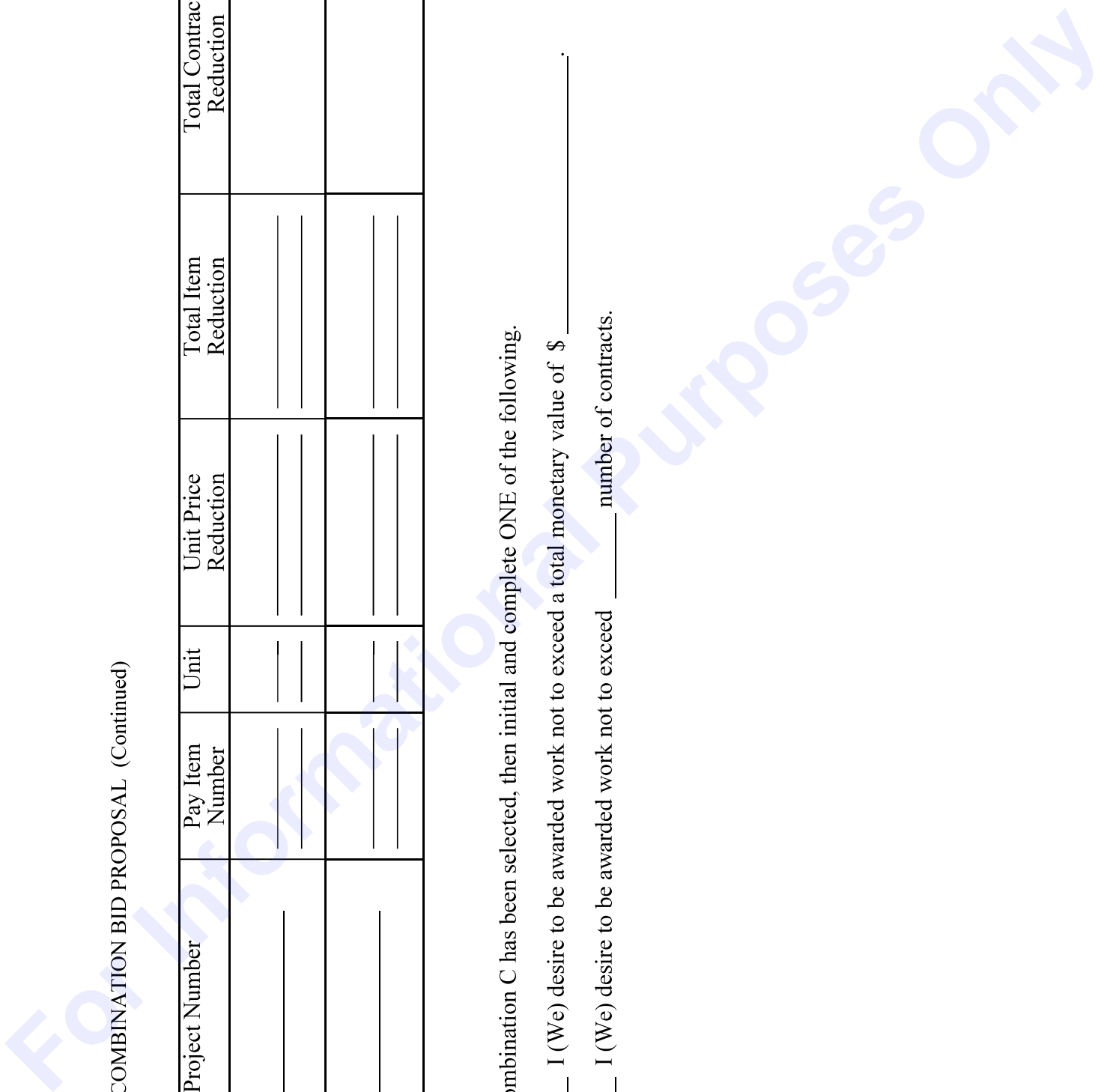
SECTION 905 - COMBINATION BID PROPOSAL (Continued)

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. **MEP-3000-06(220)/ 310227306000, MEP-3000-26(221)/ 310227326000, MEP-3000-27(222)/ 310227327000, MEP-3000-63(223)/ 310227363000, MEP-3000-67(224)/ 310227367000, MEP-3000-76(225)/ 310227376000 & MEP-3000-82(226)/ 310227382000**

in **Bolivar, Holmes, Humphreys, Sharkey, Sunflower** County(ies), Mississippi, has not either **Washington & Yazoo**

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
DEBRIS REMOVAL CONTRACT

NOTICE: THIS IS NOT A STANDARD MDOT CONTRACT READ CAREFULLY

CONTRACT FOR _____
LOCATED IN COUNTY(IES) OF _____

STATE OF MISSISSIPPI
COUNTY OF HINDS

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

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

The Contractor further agrees that the Work shall be done under the direct supervision of, and to the complete satisfaction of, the Executive Director of MDOT, or his authorized representative(s), and, when federal funds are involved, subject to the inspection and approval of the Federal Highway Administration (FHWA) and/or the Federal Emergency Management Agency (FEMA), or its agents, and/or the agents of any other state or federal agency whose funds are involved. Further, the Work shall be done in accordance with any applicable state and federal laws, and any such rules and regulations issued by MTC and/or any relevant Federal Agency.

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

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

This Contract is executed to address emergency circumstances during and immediately following the devastation caused by a declared state or federal disaster. A state or federal declaration identifier is shown on the face of Section 900 of the Contract Proposal.

The Parties enter into this Contract for the emergency services / storm recovery assistance herein described and under the terms provided to address an unexpected and unusually dangerous situation that called for immediate action or an urgent need for assistance or relief, and/or to address an immediate threat to life, public health or safety, or improved property.

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

In addition to all other terms and provisions contained herein and in the Contract Documents, the following specific terms apply to this Contract, as required by FEMA:

- A.** The Contractor acknowledges that financial assistance from FEMA may be used to fund all or a portion of this Contract. The Contractor shall comply with and follow all requirements of the most recent version of FEMA's Public Assistance Program and Policy Guide (PAPPG), FEMA's Public Assistance Debris Monitoring Guide, and any similar requirements of the Mississippi Emergency Management Agency (MEMA), as well as any other applicable local, state, and federal laws and regulations, executive orders, FEMA policies, procedures, and directives, whether listed and/or referred to in this Contract or not.
- B.** Contractor acknowledges that 31 U.S.C. Ch. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Contract.
- C.** The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- D.** The Contractor acknowledges that, in conjunction with this Contract, MTC shall separately contract with a debris removal monitoring company (Debris Removal Monitor), who will be charged with the responsibility of inspecting the Contractor's Work to verify that all debris removed pursuant to this Contract is done in accordance with all federal, state, and local requirements. In particular, the Debris Removal Monitor shall inspect and verify that the most recent version of FEMA's PAPPG and Public Assistance Debris Monitoring Guide are followed. The Contractor acknowledges and agrees that it must comply with any requirements of, and follow the direction of, the Debris Removal Monitor, throughout the life of this Contract. The Contractor further acknowledges and agrees that it will provide any and all documentation that may be required by FEMA, MEMA, MTC and/or the Debris Removal Monitor in order to verify the debris removed pursuant to the Contract.

- E. INSURANCE.** The Contractor shall obtain the insurance products required in accordance with Section 107.14 of the most recent version of the *Mississippi Standard Specifications for Road and Bridge Construction*, and/or any amendment thereto.
- F. BONDING.** The Contractor shall obtain payment and performance bonds as required in accordance with Section 103.05 of the most recent version of the *Mississippi Standard Specifications for Road and Bridge Construction*, and/or any amendment thereto.
- G. LICENSES AND PERMITS.** Contractors and subcontractors must maintain all licenses, permits, and certificates, including all professional licenses as required by any statute, ordinance, rule, or regulation. Contractor agrees to immediately notify MDOT of any suspension, revocation, or other detrimental action against Contractor's license during the term of this Contract.

H. SUBCONTRACTING

1. The Contractor acknowledges that if the Contractor intends to enter into subcontracts for any portion of the Work under this Contract, the Contractor must take the affirmative steps described in 2 C.F.R. § 200.321 to ensure that small business firms, minority business firms, women's business enterprises, and labor surplus area firms are used when possible.
2. The Contractor must document its efforts to comply with these requirements. Affirmative steps include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
 - d. Establishing delivery schedules, where the requirement permits, which encourages participation by small and minority businesses, and women's business enterprises.
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

I. DEBARMENT AND SUSPENSION

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. Contractor is required to verify that neither it, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C, and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower-tier-covered transaction it enters into that are equal to or exceed a contract total of \$25,000.
3. The certification set out in Section 905 of the Proposal is a material representation of fact relied upon by MTC. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to MTC, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees that it must comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this Contract is valid and throughout the term of this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. BYRD ANTI-LOBBYING AMENDMENT

1. Contractors who apply or bid for an award of \$100,000 or more shall submit to MTC a Certification Regarding Lobbying. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
2. Contractor shall include a requirement to comply with these regulations (31 U.S.C. § 1352) in any subcontractor or lower tier covered transaction it enters into.

K. DAVIS-BACON ACT COMPLIANCE

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

- b. The contractor shall post the scale of wages to be paid in a prominent and easily accessible place at the site of the work.

2. Withholding

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

3. Payrolls and Basic Records

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classifications, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(3)(ii), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers and mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
- b. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to MDOT for transmission to the Secretary of Labor in accordance with 29 CFR 5.5(a)(3)(ii). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington,

D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them to MDOT upon request. The payrolls and basic records shall be preserved for a period of three years after the completion of the contract.

4. Apprentices and Trainees

- a. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program.
- b. Trainees: Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

5. Subcontracts

- a. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as MDOT may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with all the contract clauses in 29 CFR 5.5.

L. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work that may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate

not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of this section, the Contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth above in this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in above.
3. Withholding for unpaid wages and liquidated damages. FEMA shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth above in this section.
4. Subcontracts. The Contractor shall insert in any subcontracts the clauses set forth above in this section and also a clause requiring the subcontractors to include these same clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with this section.

M. ENVIRONMENT AND COMPLIANCE

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

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

N. EQUAL EMPLOYMENT OPPORTUNITY

1. This provision is applicable to all federally assisted construction contracts, as that term is defined at 41 C.F.R. § 60-1.3.
2. To the extent this Contract meets this definition, Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in

furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

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

3. MTC agrees as follows:

- a. MTC agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if MTC is a state or local government, the above equal opportunity clause is not applicable to any agency,

instrumentality or subdivision of such government that does not participate in work on or under the Contract.

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

O. PROCUREMENT OF RECOVERED MATERIALS

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

P. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS AND EQUIPMENT OR SERVICES

1. Definitions. As used in this clause, the terms backhaul, covered foreign country, covered telecommunications equipment or services, interconnection arrangements, roaming, substantial or essential component, and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim).
2. Prohibitions. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Unless an exception listed in subparagraph 3 of this section applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from FEMA to:
 - a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system.
 - b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system.
 - c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - d. Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
3. Exceptions. This clause does not prohibit Contractors from providing:
 - a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - c. Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system;
 - ii. Are not used as critical technology of any system; and

iii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

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

5. Subcontracts. The Contractor shall insert the substance of this section in all subcontracts and other contractual instruments.

Q. DOMESTIC PREFERENCES FOR PROCUREMENTS

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

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

R. INDEMNIFICATION

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

S. PAYMENT TERMS

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

T. TERMINATION

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

U. INSPECTIONS AND AUDITS

1. Designated Representatives of MTC, which may include MDOT employees and/or the Debris Removal Monitor, may perform, or have performed, (i) audits of Contractor's books and records, and (ii) inspections of all places where the Work is undertaken in connection with this Contract. Contractor shall keep its books and records available for this purpose for at least five years after this Contract terminates. This provision does not affect the applicable statute of limitations.
2. Contractor shall provide MTC, FEMA MEMA, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor that are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor shall keep its books, documents, papers, and records available for this purpose for at least five years after this Contract terminates or expires. This provision does not limit the applicable statute of limitations.
3. The Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
4. The Contractor shall provide FEMA access to construction or other Work sites pertaining to the Work being completed, or already completed, under this Contract.
5. In compliance with Section 1225 of the Disaster Recovery Reform Act of 2018, MTC and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by FEMA or the Comptroller General of the United States.

- V. DISPUTE RESOLUTION.** Except as may otherwise be provided by law, a dispute that (i) does not involve a question of law; (ii) arises during the performance of this Contract; and (iii) is not resolved between the Debris Removal Monitor and the Contractor should be handled as described below:

1. The Debris Removal Monitor shall put its decision in writing and mail or otherwise furnish the Contractor with a copy.
2. The Contractor may abide by the decision or may appeal the decision to the Executive Director of MDOT, or his designee.
3. If Contractor desires to appeal a decision of the Debris Removal Monitor, the Contractor must submit a written appeal to the MDOT Project Engineer within seven (7) business days following receipt of the Debris Removal Monitor's original decision.
4. MDOT shall provide the Contractor with a written response to the appeal within fourteen (14) business days following its receipt.
5. The decision of MDOT shall be final.

The Contractor agrees that he has read each and every clause of this Contract, and fully understands the meaning of same and that he will comply with all the terms, covenants and agreements therein set forth. In the event of a conflict arising between the terms of this Contract and any provision of the applicable version of the *Mississippi Standard Specifications for Road and Bridge Construction*, the Special Provisions attached thereto, or the Plans, then the provisions contained in this document (Section 902) shall control.

WITNESS OUR SIGNATURES this the ____ day of _____, _____.

Contractor(s)

By _____

MISSISSIPPI TRANSPORTATION
COMMISSION

Title _____

By _____

Signed and sealed in the presence of:
(Names and address of witnesses)

Executive Director

Secretary to the Commission

Award authorized by the Mississippi Transportation Commission on the ____ day of _____, 20____, 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 **Removal & Disposal of Debris on various routes throughout District 3, known as Federal Aid Project Nos. MEP-3000-06(220) / 310227306 in Bolivar County, MEP-3000-26(221) / 310227326 in Holmes County, MEP-3000-27(222) / 310227327 in Humphreys County, MEP-3000-63(223) / 310227363 in Sharkey County, MEP-3000-67(224) / 310227367 in Sunflower County, MEP-3000-76(225) / 310227376 in Washington County & MEP-3000-82(226) / 310227383 in Yazoo 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

CERTIFICATION REGARDING LOBBYING

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

(1) 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 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 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 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 of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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 section 1352, title 31, United States Code. 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.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: (type or print)

TITLE:

(signature)

(date)

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<p>1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award</p>	<p>3. Report Type: a. initial filing _____ b. material change</p> <p>For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, <i>if applicable</i>: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$</p>	
<p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i></p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503