



SM No. CSTBG9999023841

# PROPOSAL AND CONTRACT DOCUMENTS

## FOR THE CONSTRUCTION OF

12

Bridge Preventive Maintenance on I-55 (Bridge Nos. 237.3A & 237.3B) over Hentz Road, known as Federal Aid Project No. STBG-9999-02(384) / 108781302 in Panola County.

Project Completion: 158 Working Days

**(STATE DELEGATED)**

### NOTICE

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

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

# SECTION 900

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

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

05/01/2026 01:20 PM

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

## SECTION 901 - ADVERTISEMENT

Electronic bids will be received by the Mississippi Transportation Commission at 10:00 o'clock A.M., Wednesday, May 27, 2026, from the Bid Express Service and shortly thereafter publicly read on the Sixth Floor For:

Bridge Preventive Maintenance on I-55 (Bridge Nos. 237.3A & 237.3B) over Hentz Road, known as Federal Aid Project No. STBG-9999-02(384) / 108781302 in Panola 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](http://shopmdot/default.aspx?StoreIndex=1).

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

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

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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

CODE: (IS)

DATE: 03/01/2017

SUBJECT: Status of Right-of-Way

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

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

In the event right of entry is not available to 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**

STBG-9999-02(384)

108781/302000

Panola County

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

**None.**

STATUS OF POTENTIALLY CONTAMINATED SITES REPORT

STBG-9999-02(384) 108781-302000

Panola County

March 11, 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.

ASBESTOS ABATEMENT STATUS REPORT

STBG-9999-02(384) 108781-302000

Panola County

March 11, 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.



## Inter-Departmental Memorandum

TO: ROW DIVISION  
Don Drake

DATE: March 11, 2026

FROM: James Cobbs  
District 2 Construction Engineer

SUBJECT OR PROJECT NO: STBG-9999-02(384)108781/302000

INFORMATION COPY TO: File  
Shows (84-01)  
Vance (73-01)  
West (73-01)

COUNTY: Panola

### 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: None affected.
5. STATUS OF CONSTRUCTION AGREEMENT: None required.

**IMPROVEMENTS STATUS REPORT**

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

FMS Construction Project No: 108781-302000

FMS ROW Project No:

External ROW No: STBG-9999-02(384)

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

## **MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

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

**CODE: (SP)**

**DATE: 01/17/2017**

**SUBJECT: Final Clean-Up**

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

Litter shall include, but not be limited to, solid wastes such as glass, paper products, tires, wood products, metal, synthetic materials and other miscellaneous debris.

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

## **MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

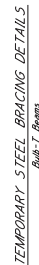
**SECTION 904 - NOTICE TO BIDDERS NO. 20**

**CODE: (SP)**

**DATE: 03/01/2017**

**SUBJECT: Temporary Steel Bracing**

Bidders are advised that temporary steel bracing will be required when beams are to be placed over railroads and roadways. The attached detail sheet shall be used for temporary beam bracing 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 “ <u>AASHTO</u> ” to “AASHTO’s <u>LRFD</u> ”.                                                                                                               |
| 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. 1225**

**CODE: (SP)**

**DATE: 11/13/2018**

**SUBJECT: Early Notice to Proceed**

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

## **MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

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

**CODE: (IS)**

**DATE: 11/16/2018**

**SUBJECT: Material Storage Under Bridges**

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

## **MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

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

**CODE: (IS)**

**DATE: 11/27/2018**

**SUBJECT: Fuel and Material Adjustments**

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

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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

**CODE: (IS)**

**DATE: 01/14/2020**

**SUBJECT: MASH Compliant Devices**

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

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

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

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

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

## **MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

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

**CODE: (SP)**

**DATE: 02/12/2020**

**SUBJECT: Mississippi Special Fuel Tax Law**

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

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

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

### Gasoline Used for Non-Highway Purposes

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

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

### Refund Gasoline User

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

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

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

### Refund Gasoline Dealer

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

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

### Dyed Diesel Used for Non-Highway Purposes

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

### Dyed Diesel Used on the Highway

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

### Identifying Dyed Diesel

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



## Special Fuel Used on Government Contracts

### State and Local Government Contracts

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

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

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

### Special Fuel Direct Pay Permit

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

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

### Special Fuel Distributors

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

### Environmental Protection Fee

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

### Penalties

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



## **MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 2895**

**CODE: (SP)**

**DATE: 10/14/2020**

**SUBJECT: Exploratory Joint Cleanout**

Bidders are hereby advised that work on this project shall consist of exploratory investigation of bridge joints to determine the appropriate level of repair and will include removal of any trash and debris (including, but not limited to, compacted dirt, vegetation and trash) located at any depth within the joint. Costs of this work will be absorbed in the cost of other items of work if further joint repair work is not required.

## 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. 3713**

**CODE: (SP)**

**DATE: 11/02/2021**

**SUBJECT: Fabrication Schedule**

Bidders are hereby advised that on projects with structural steel girders, disc bearings, steel finger joints, overhead sign trusses, and modular joints, fabricators shall provide in writing a fabrication schedule no later than the preconstruction conference.

The schedule should include, but is not limited, to the following:

- Location where material will be fabricated (including coating locations)
- Project fabrication duration (including coatings)
- Project shipping durations
- Any projected breaks in the fabrication schedule
- Projected work schedule (days per week, hours per shift, shifts per day)
- The name and address of subcontractors involved in the fabrication
- The number of fabricated items

Steel fabrication shall not commence until MDOT has made contract with a steel fabrication inspection firm, all submittals are reviewed and stamped, a prefabrication meeting has been held, and MDOT's fabrication inspection firm is on site.

## 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.mdod.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 7<sup>th</sup> Street, SW  
Washington, DC 20590  
(202) 366-2212

or

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

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 – NOTICE TO BIDDERS NO. 5570**

**CODE: (SP)**

**DATE: 07/28/2025**

**SUBJECT: Special Provisions Related to Concrete**

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

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

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

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

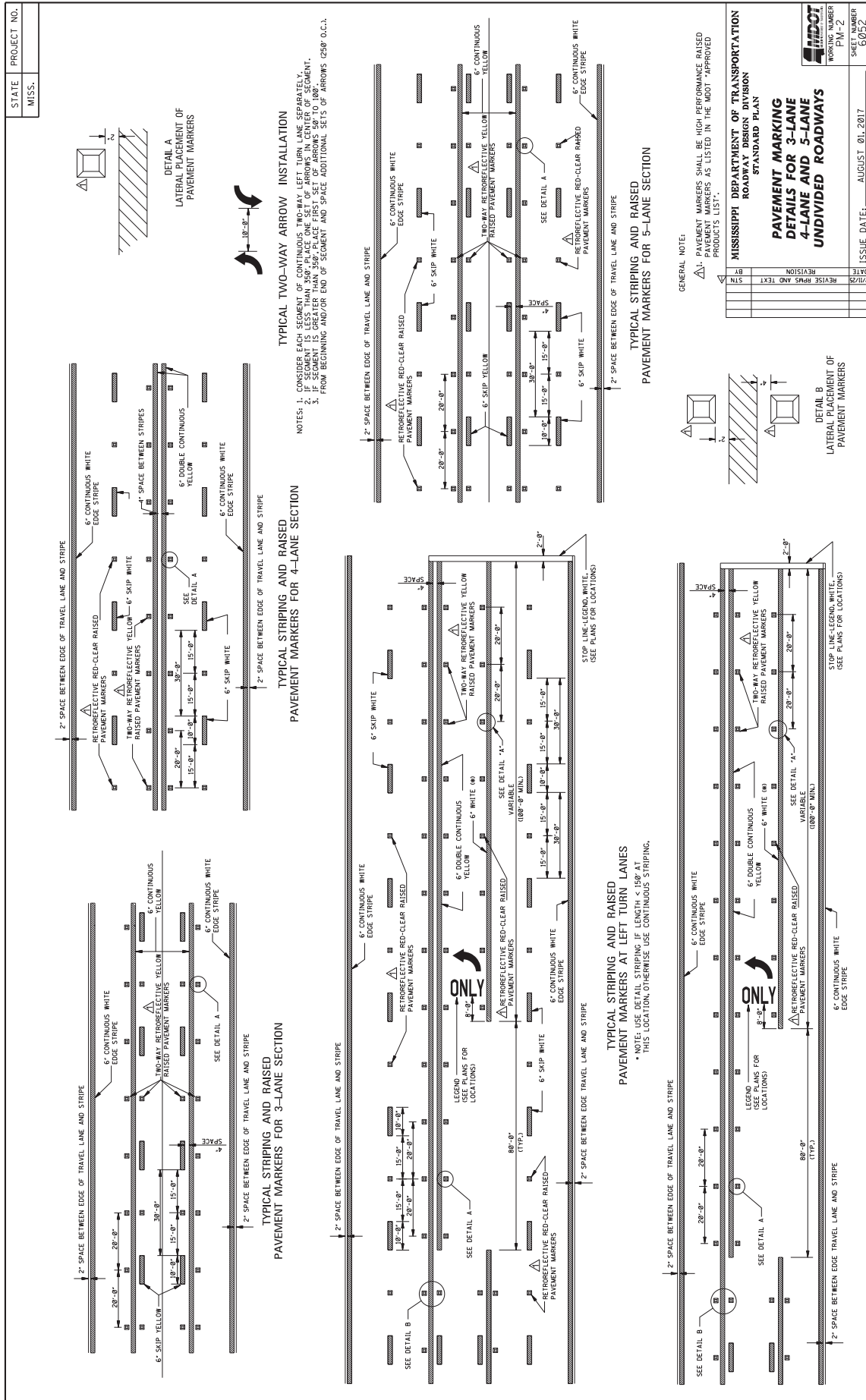
**SUBJECT: Standard Drawings**

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

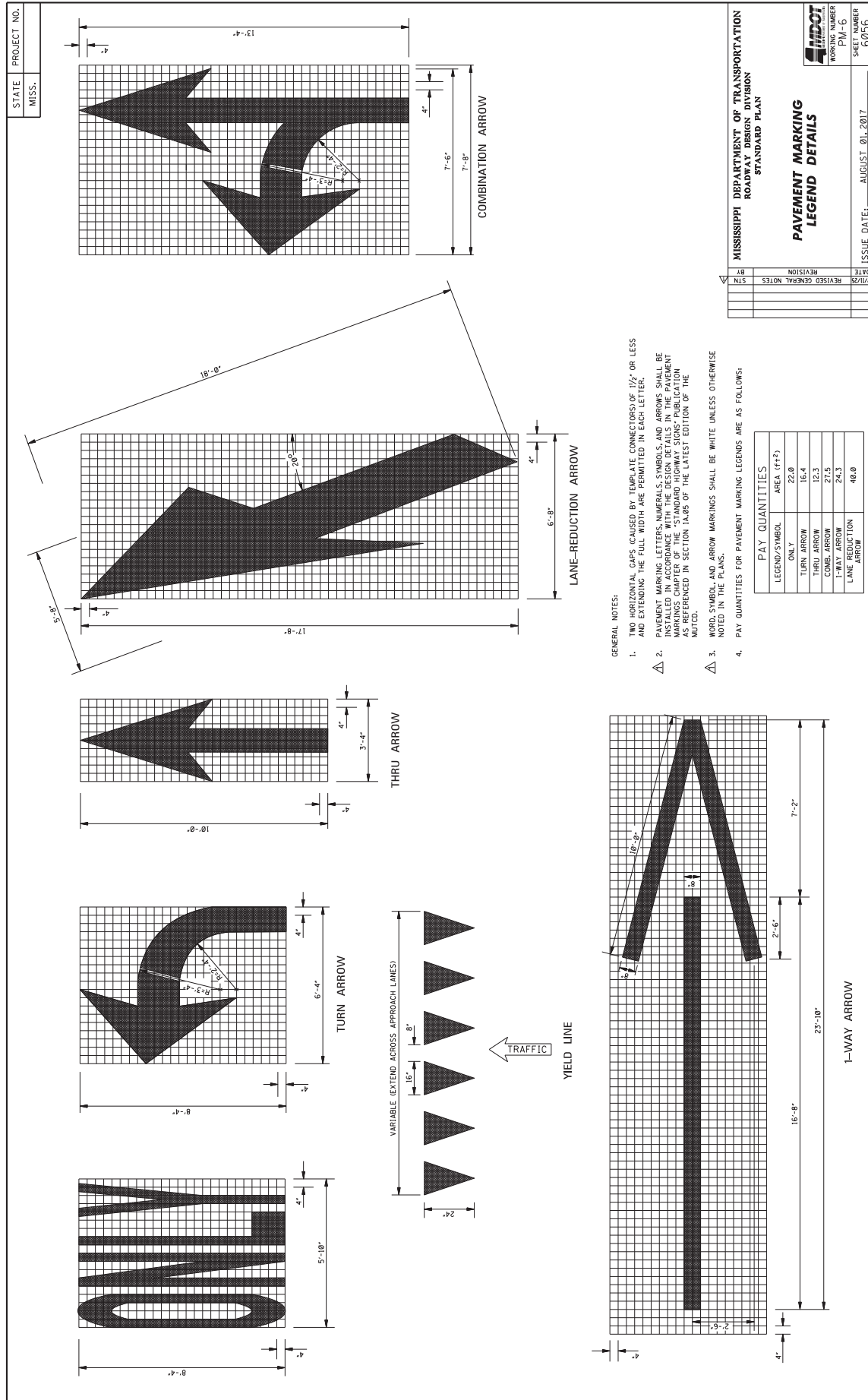








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MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
ROADWAY DESIGN DIVISION  
STANDARD PLAN

**PAVEMENT MARKING  
LEGEND DETAILS**

ISSUE DATE: AUGUST 01, 2017

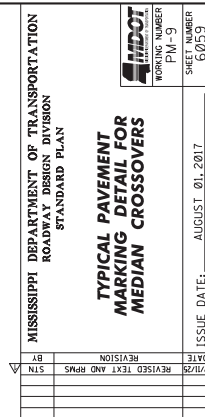
WORKING NUMBER  
FM-6

SHEET NUMBER  
6056

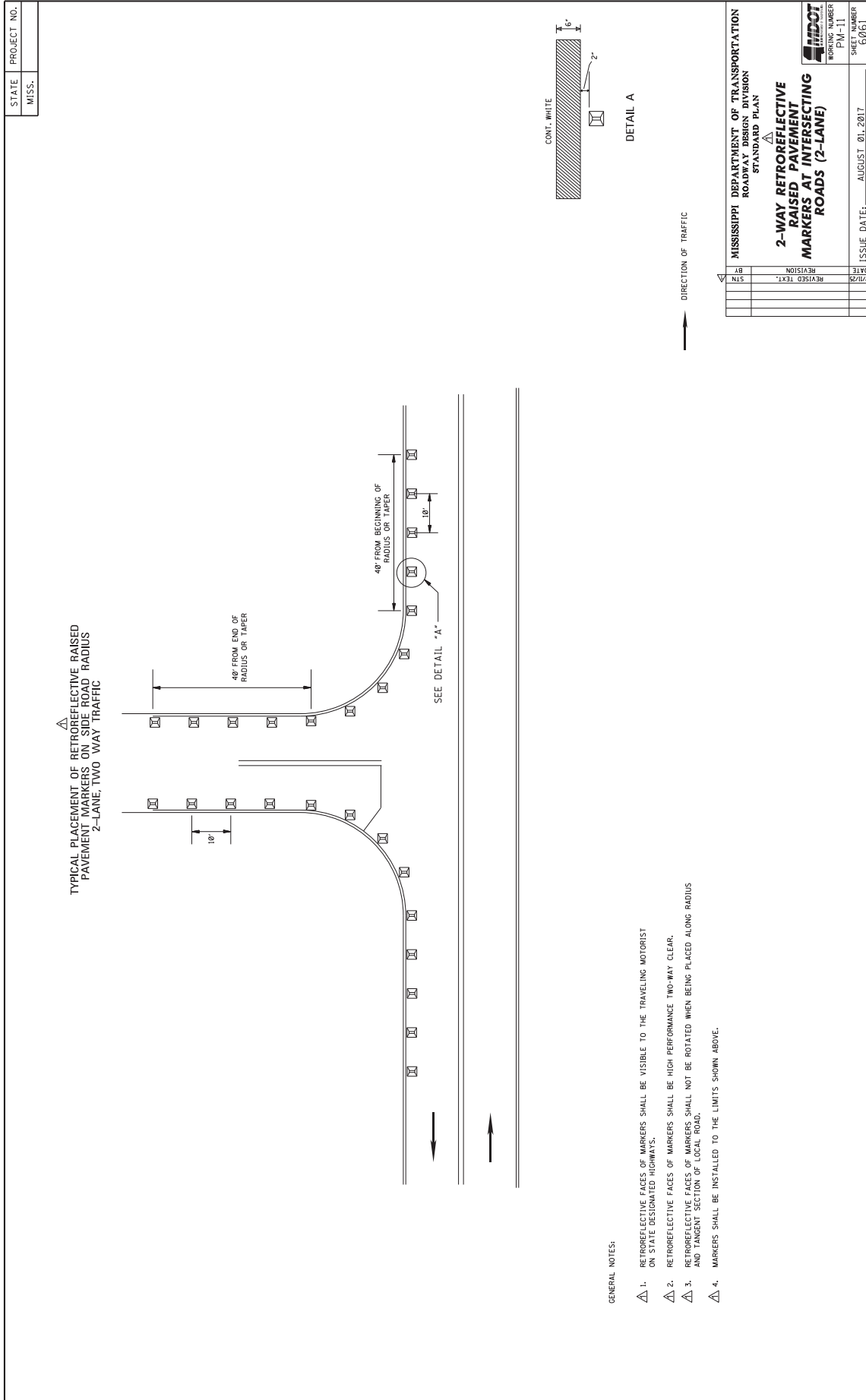
| DATE | BY | REVISION | NOTES |
|------|----|----------|-------|
|      |    |          |       |
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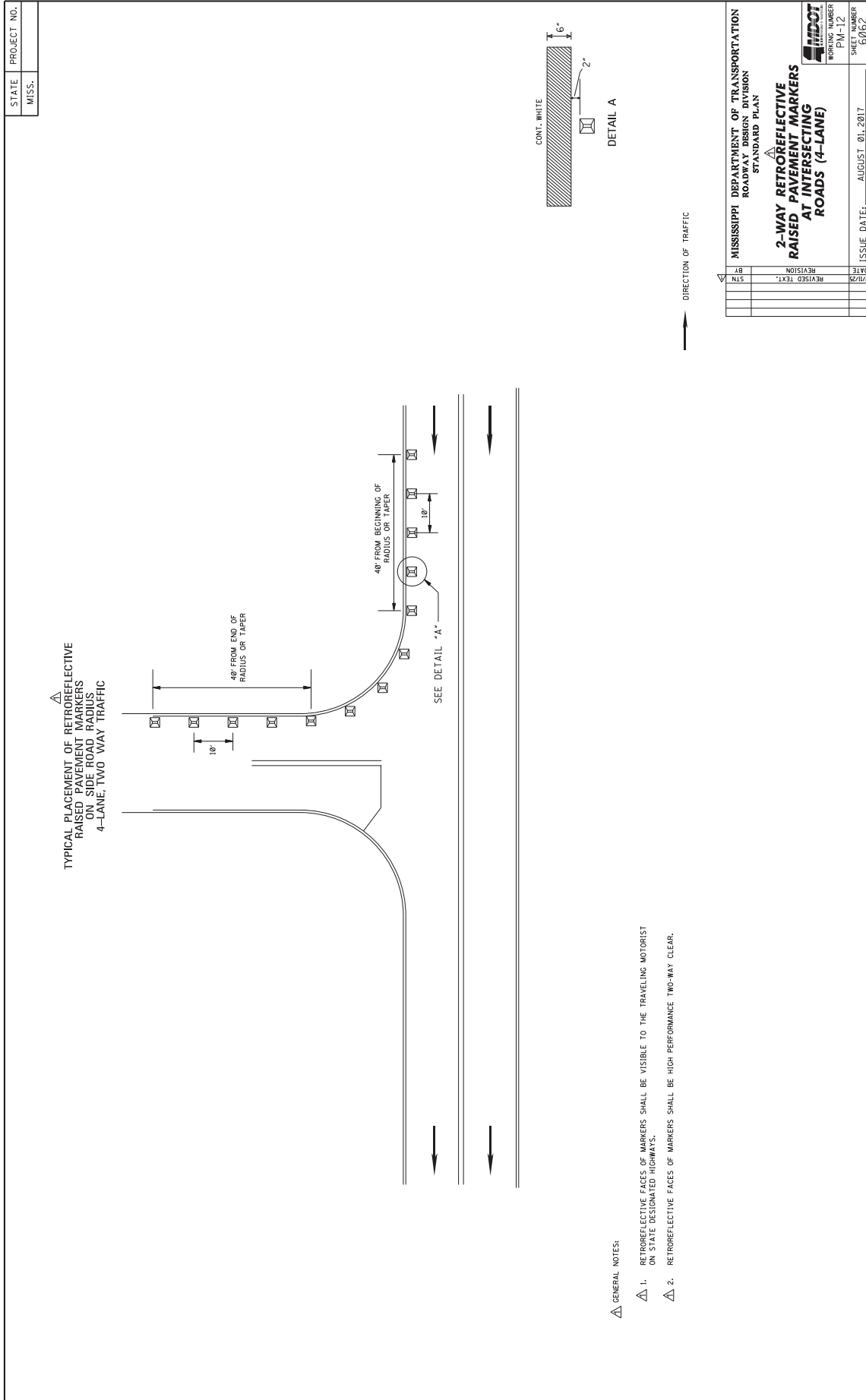


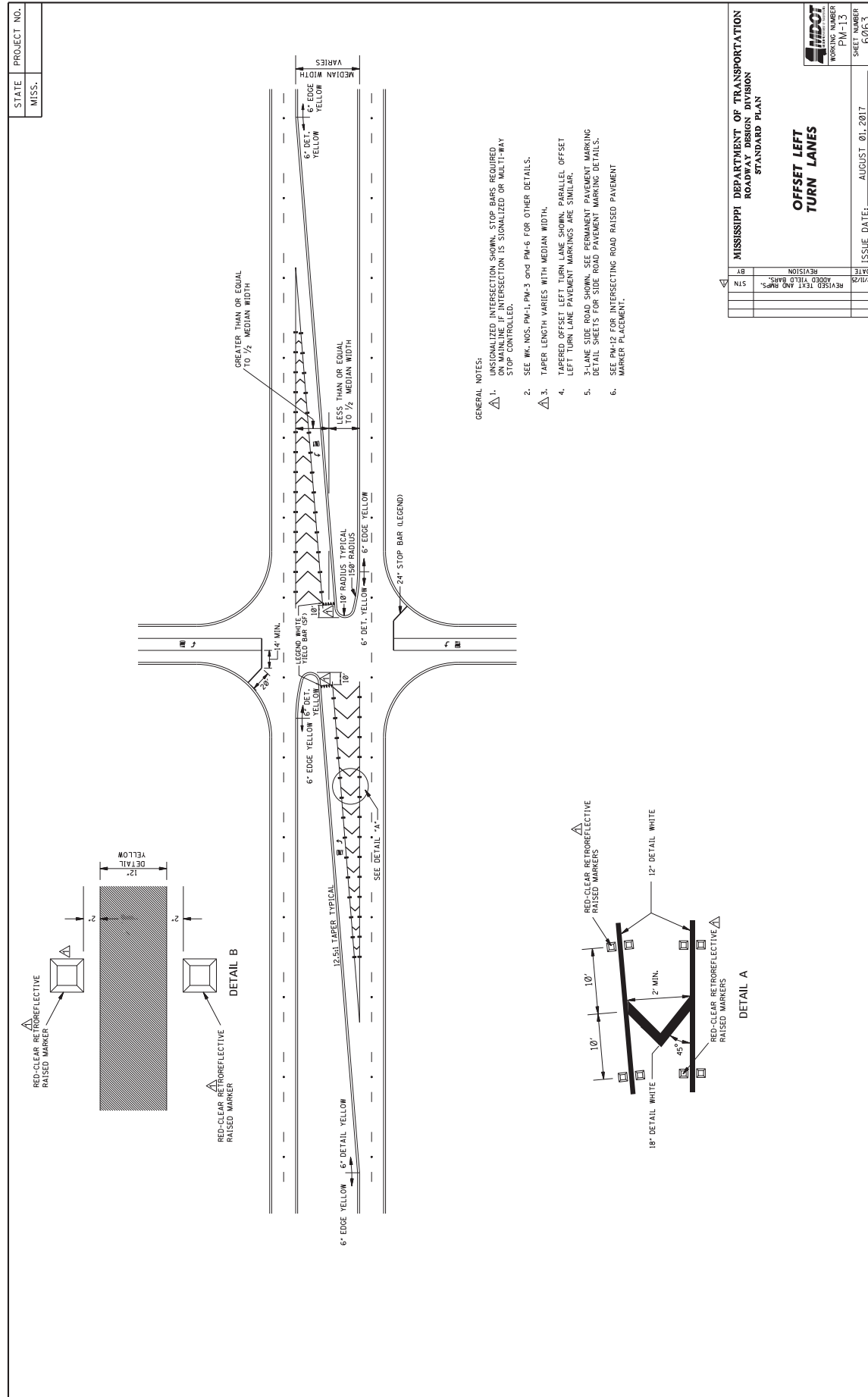


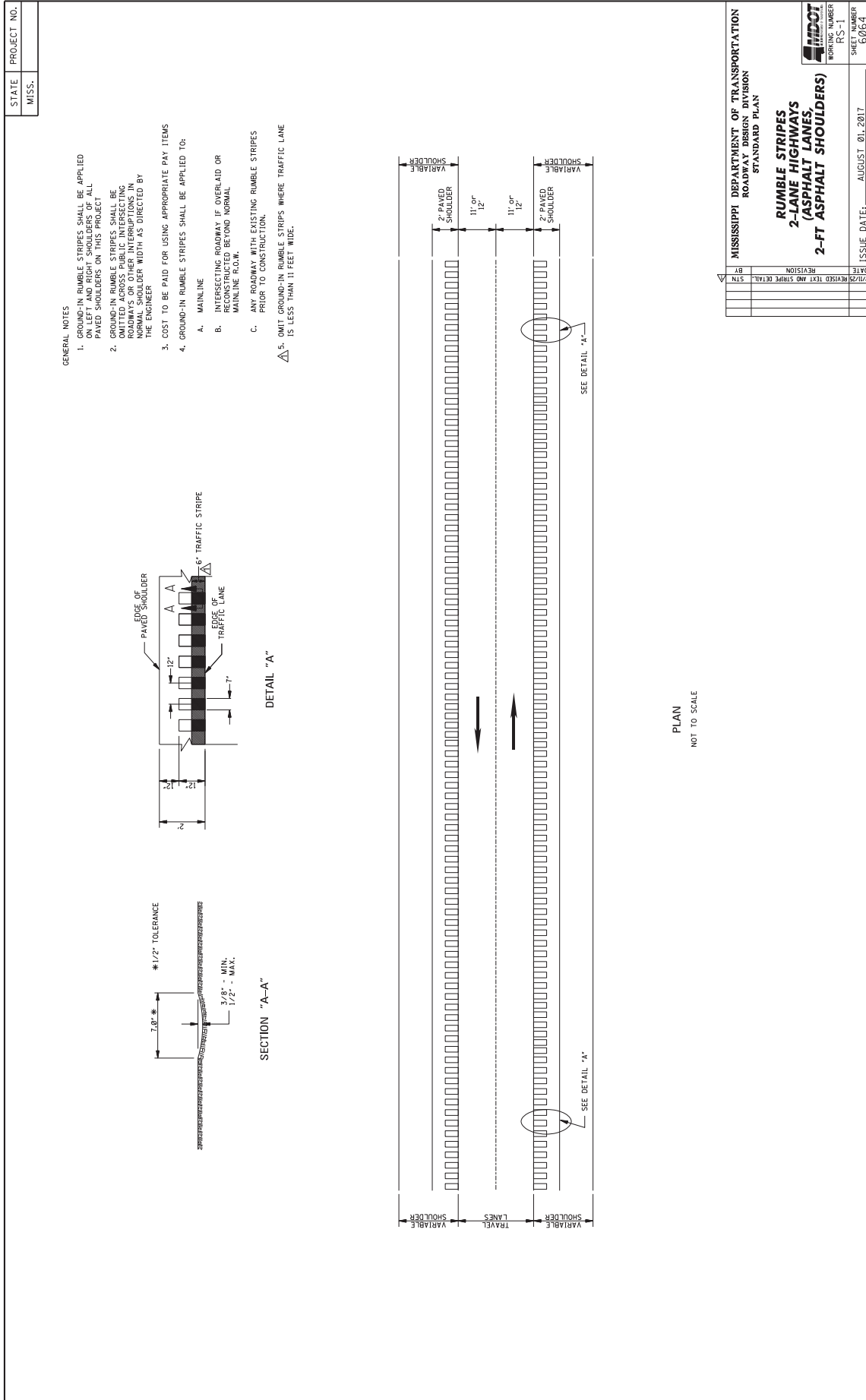


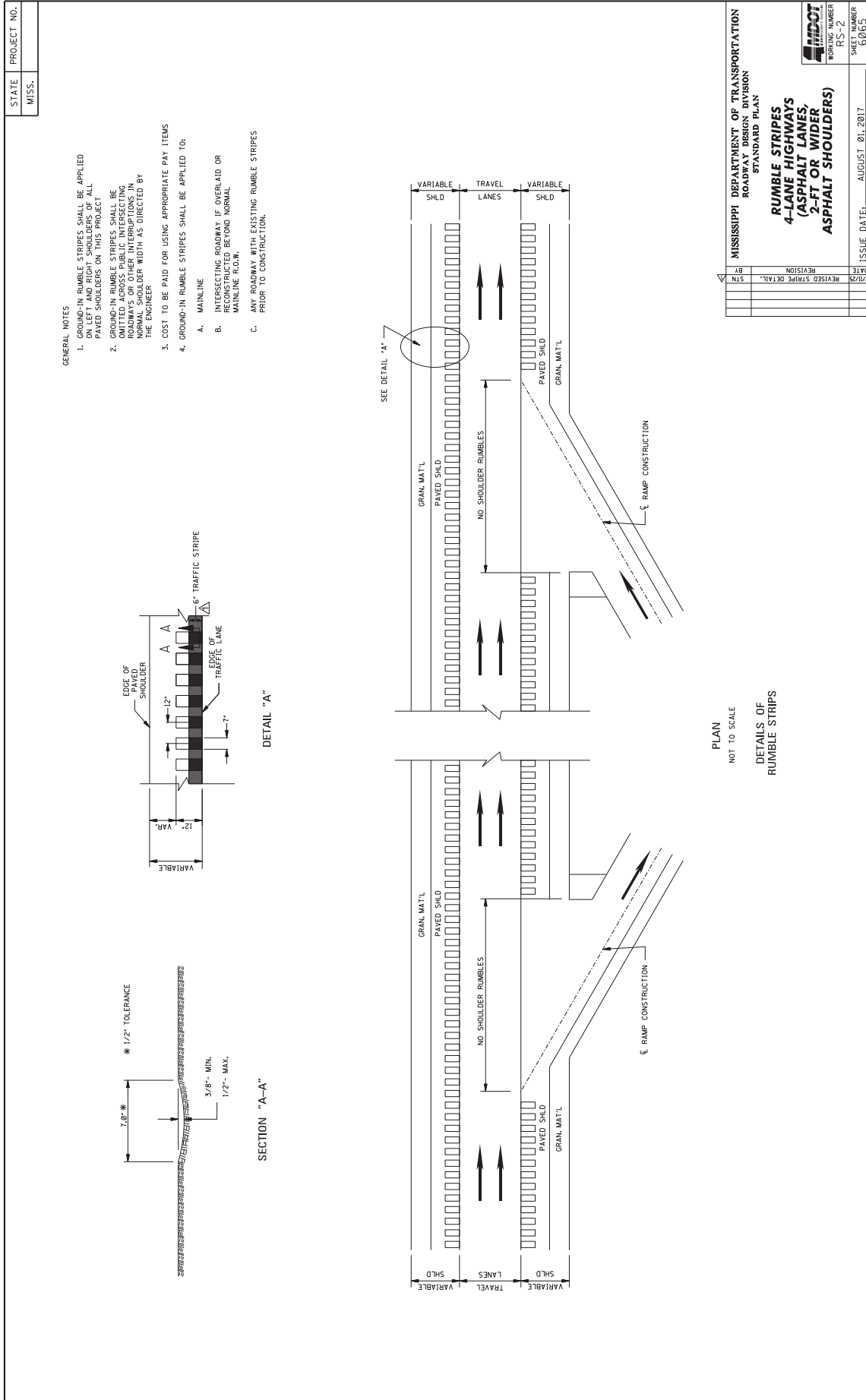


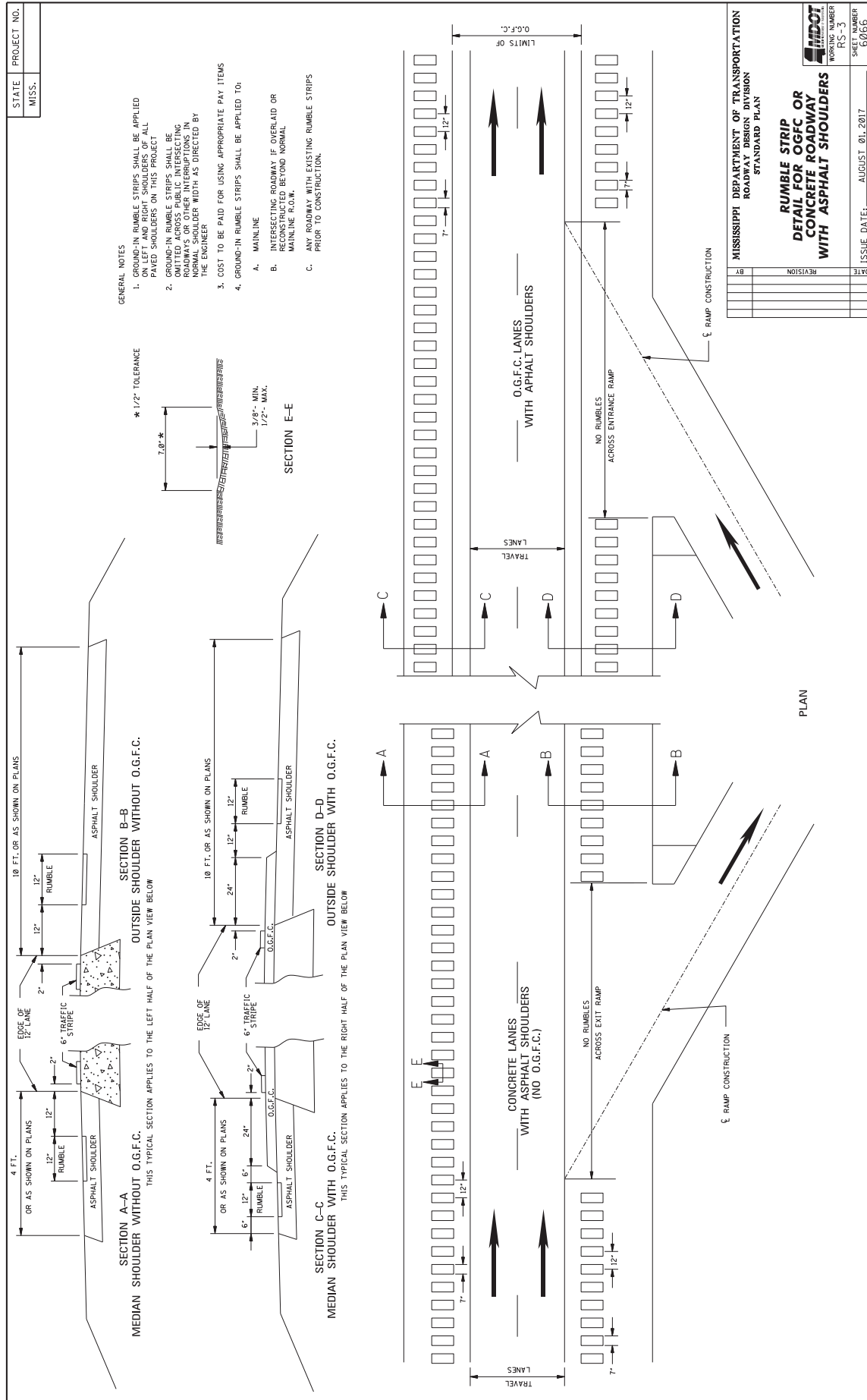


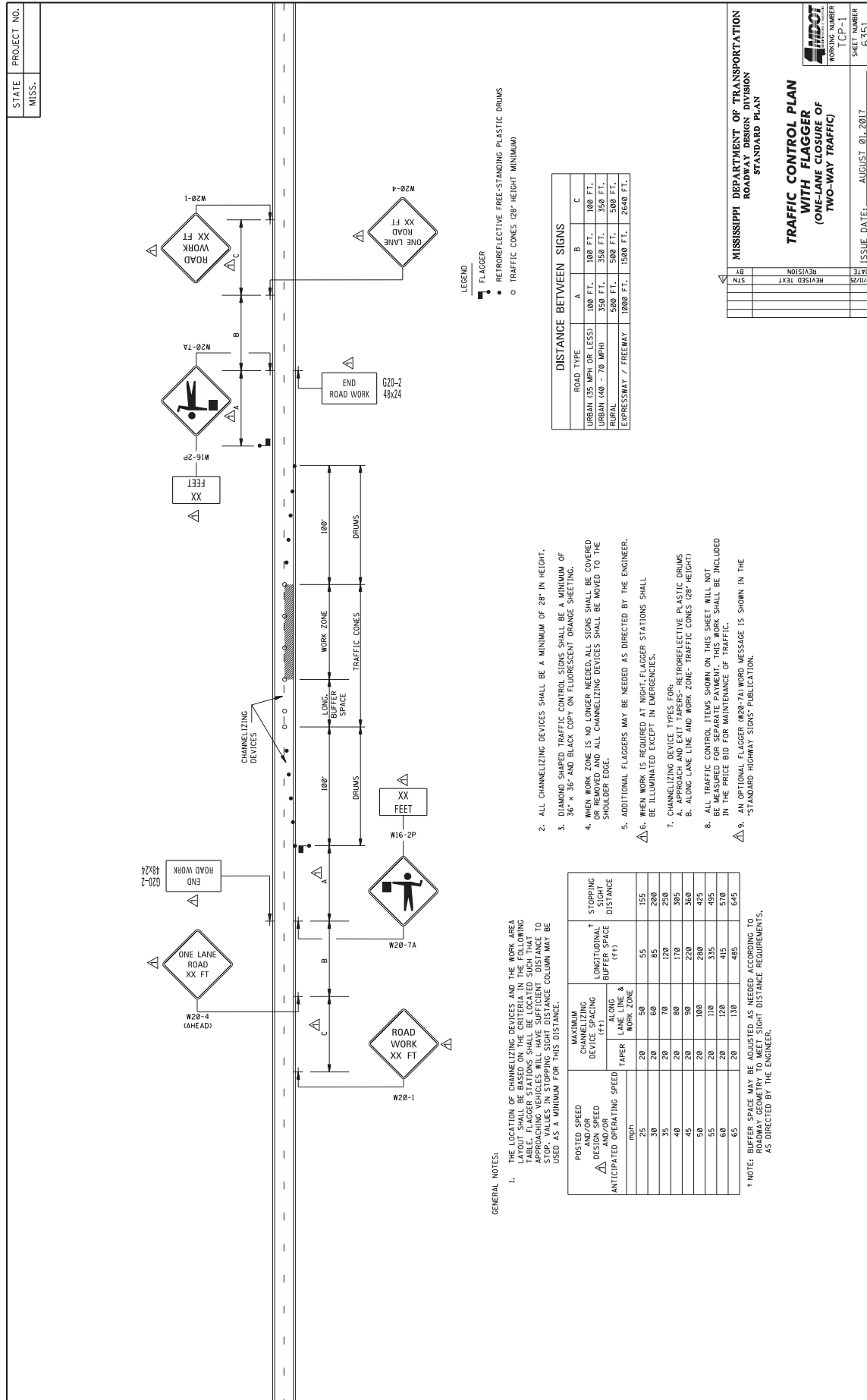


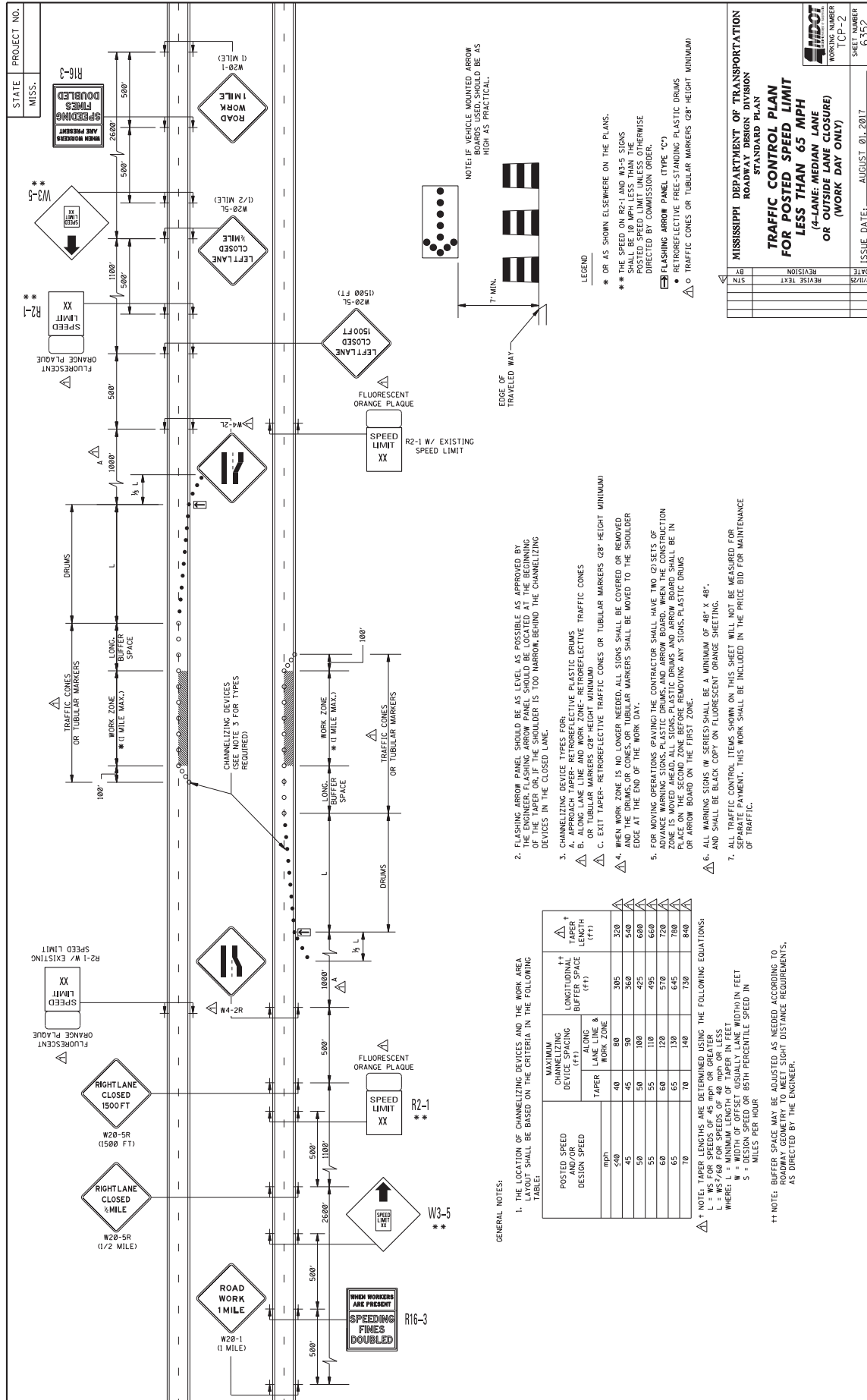








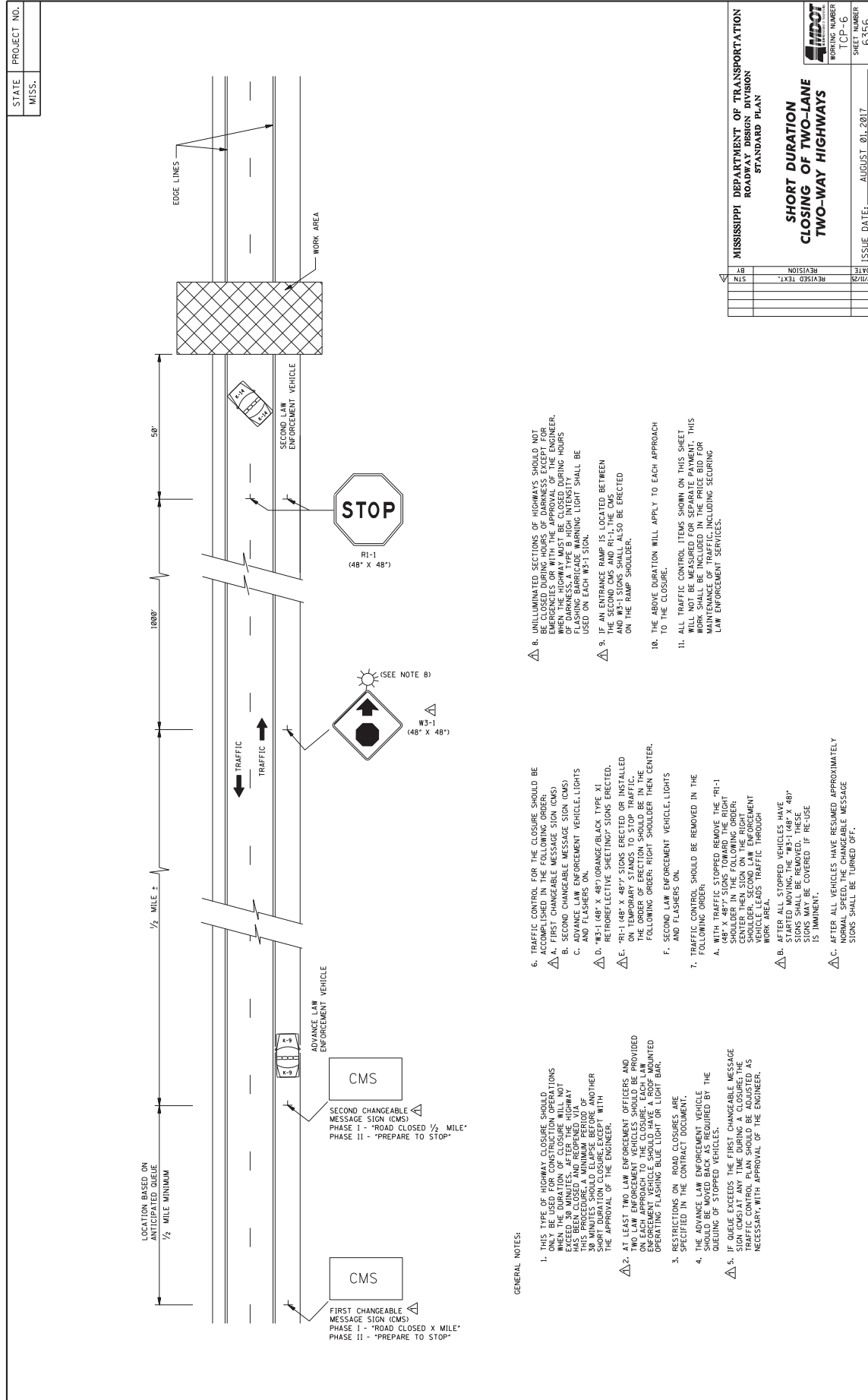


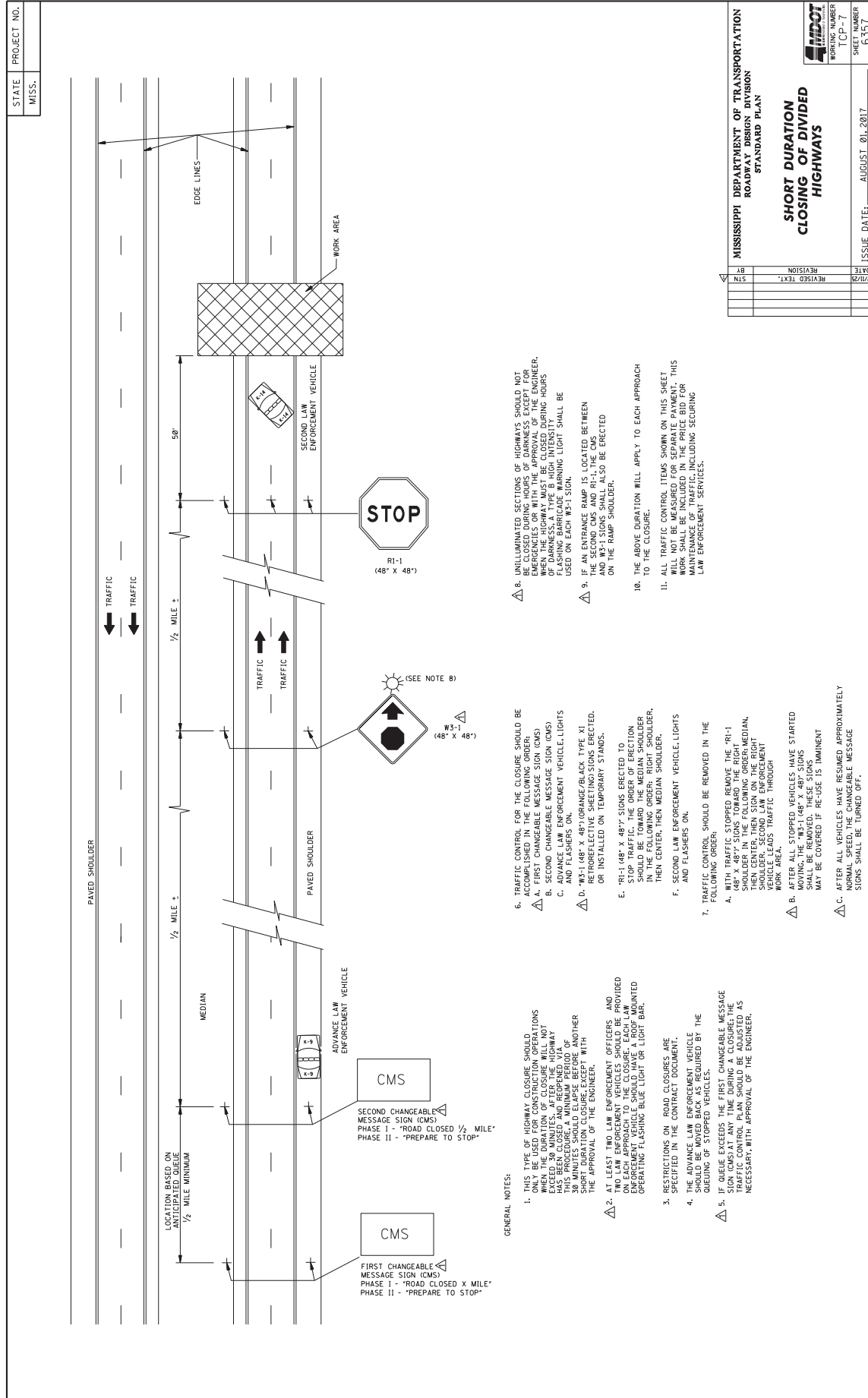






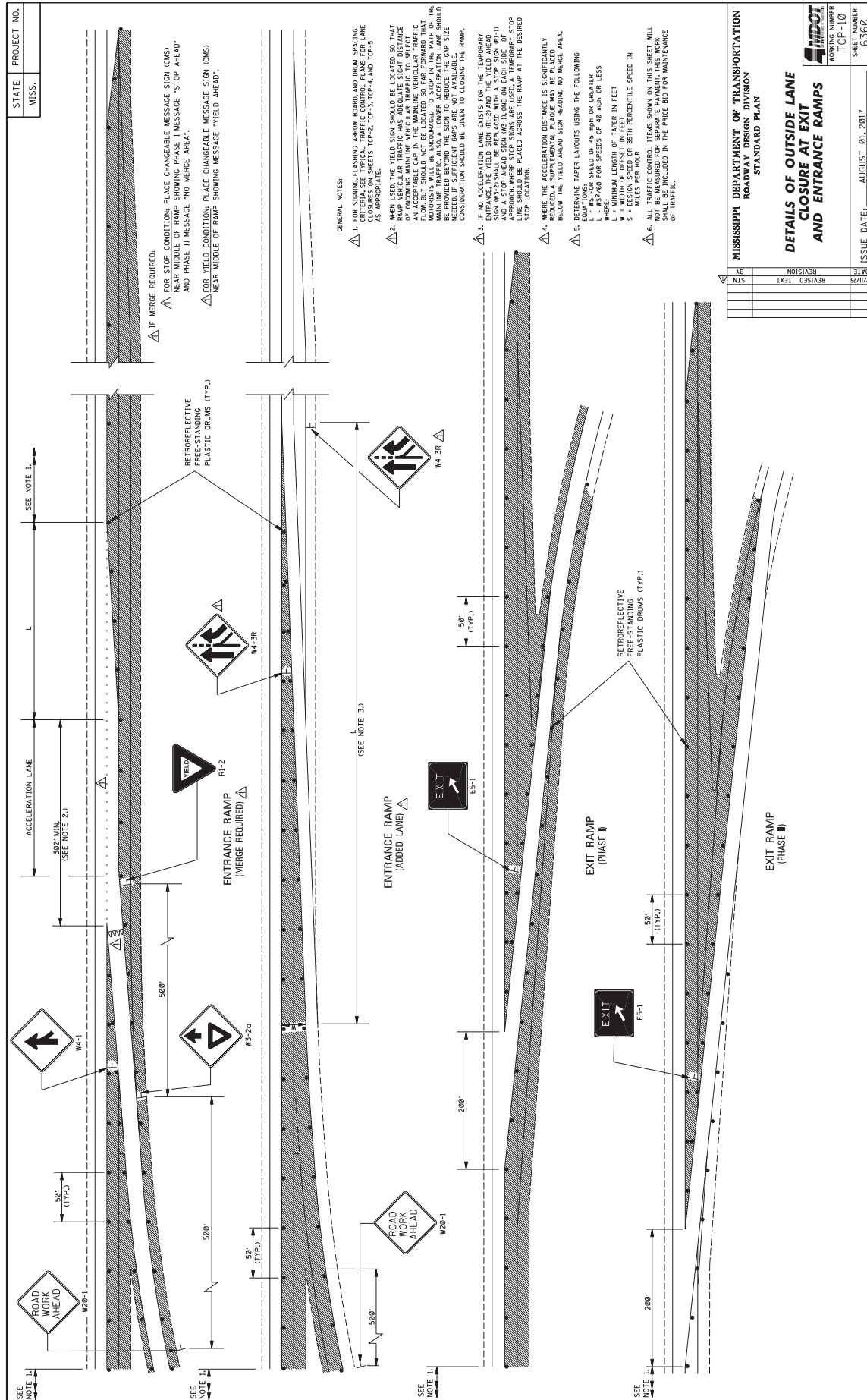




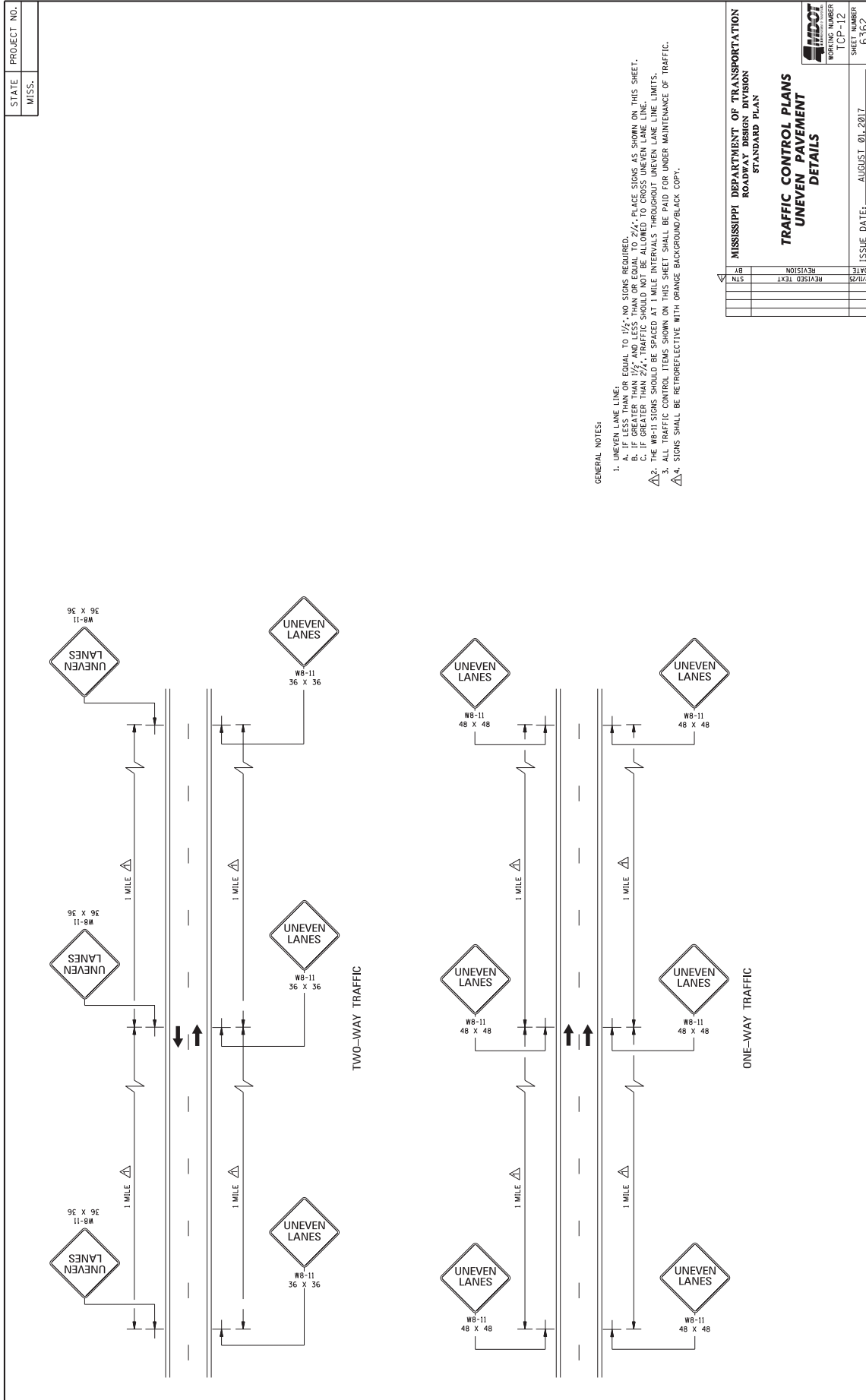


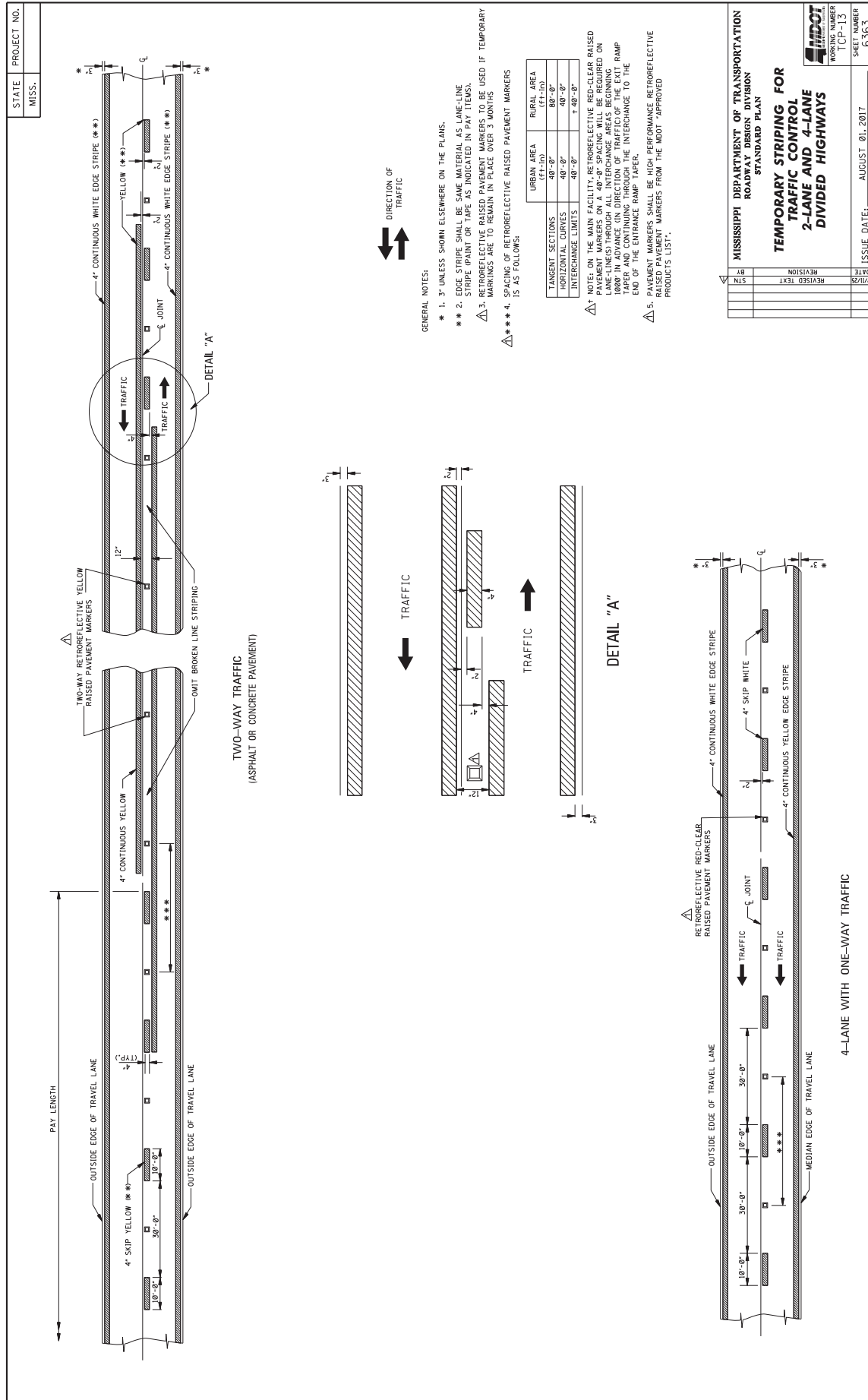
58



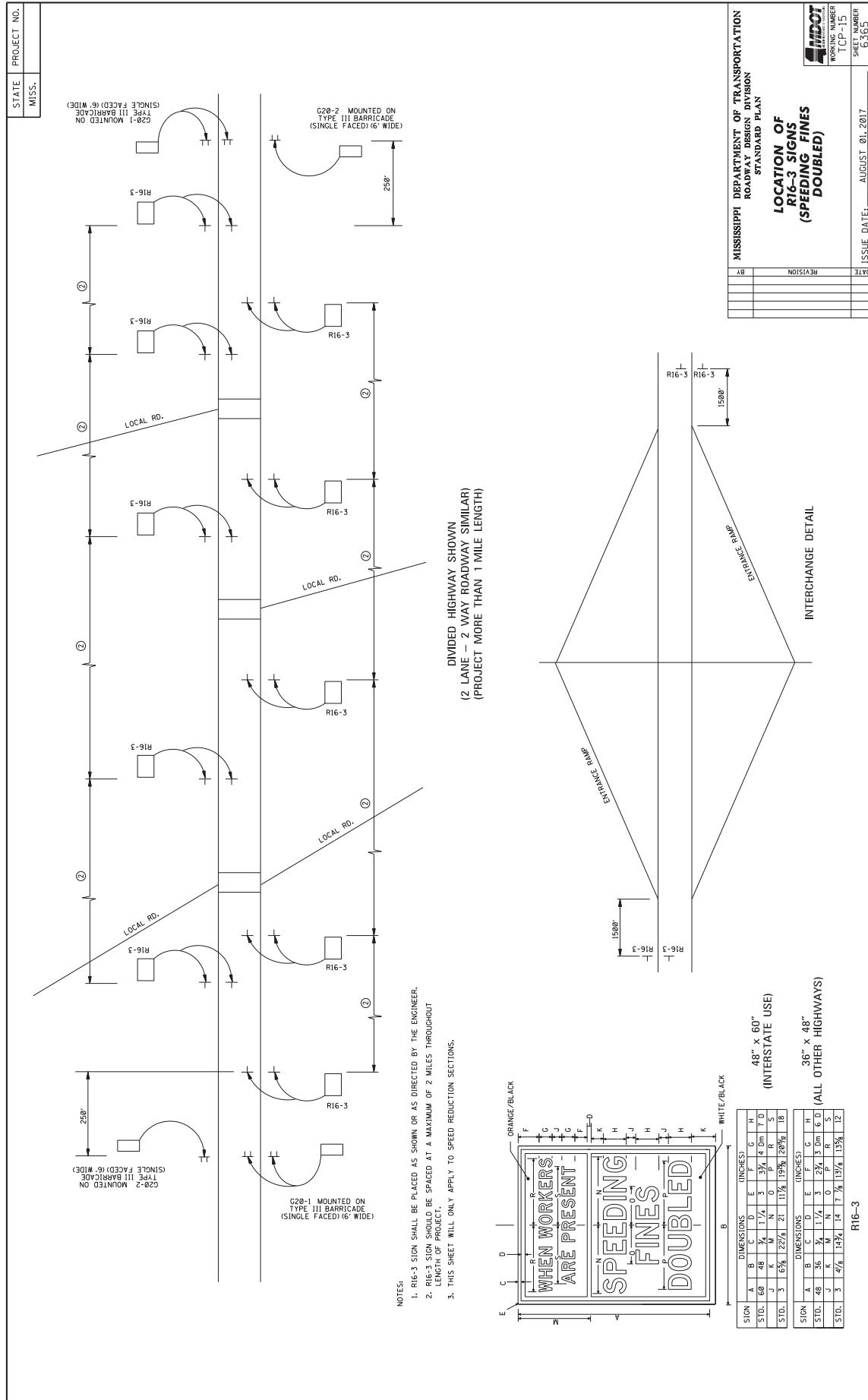




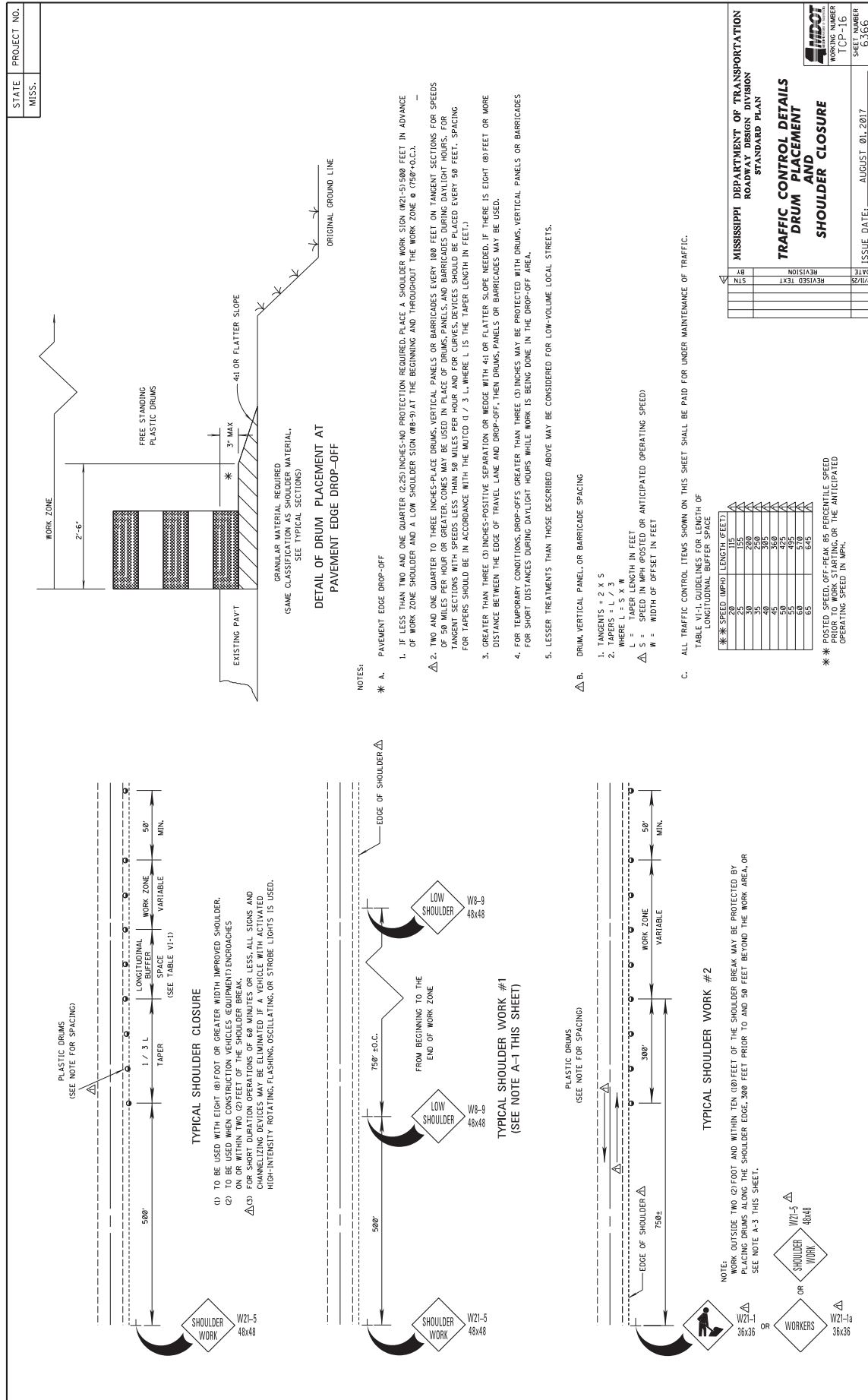








|                                                  |                 |
|--------------------------------------------------|-----------------|
| MISSISSIPPI DEPARTMENT OF TRANSPORTATION         |                 |
| ROADWAY DESIGN DIVISION                          |                 |
| STANDARD PLAN                                    |                 |
| LOCATION OF R16-3 SIGNS (SPEEDING FINES DOUBLED) |                 |
| WORKING NUMBER                                   | 1CP-15          |
| SHEET NUMBER                                     | 6365            |
| DATE                                             | AUGUST 01, 2017 |
| REVISION                                         |                 |
| BY                                               |                 |



## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 7922

CODE: (SP)

DATE: 04/21/2026

SUBJECT: Contract Time

PROJECT: STBG-9999-02(384) / 108781302 – Panola County

The completion of work to be performed by the Contractor for this project will not be a specified date but shall be when all allowable working days are assessed, or any extension thereto as provided in Subsection 108.06. It is anticipated that the Notice of Award will be issued no later than **June 9, 2026** and the date for Notice to Proceed / Beginning of Contract Time will be **July 9, 2026**.

Should the Contractor request a Notice to Proceed earlier than **July 9, 2026** and it is agreeable with the Department for an early Notice to Proceed, the requested date will become the new Notice to Proceed date. Regardless of whether or not an early Notice to Proceed is granted, contract time will start at the original Notice to Proceed date.

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

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

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 -NOTICE TO BIDDERS NO. 7924**

**CODE: (SP)**

**DATE: 05/01/2026**

**SUBJECT: Scope of Work**

**PROJECT: STBG-9999-02(384) / 108781302 – Panola 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, "Attached Drawings".

Minor changes in detail of design or construction procedure may be authorized by the Director of Structures, State Bridge Engineer provided such changes will not be cause for contract price adjustment. Work for which no pay item is provided will not be paid for directly and shall therefore be considered an absorbed item of work.

It shall be the responsibility of the Contractor to protect existing structures from damage which might occur during construction. The Contractor shall replace or repair, as directed by the Director of Structures, State Bridge Engineer, any structures damaged during the life of the contract. No payment will be made for replacement or repair of damaged items.

All details are based on the dimensions shown on the original plans for the existing structure. The Contractor shall be responsible for adjusting the elements of the new construction to ensure a proper fit with the existing structure. The Contractor shall verify all dimensions of the existing structure prior to beginning work.

During construction, care shall be exercised to ensure that no debris falls into the roadway crossing below the structures. All debris, including any material that has accumulated on the bridge caps, shall become the property of the Contractor and shall be removed from the construction site.

Any areas disturbed by the Contractor shall be stabilized by the end of the Project at no additional cost to the State.

Work on the project shall consist of the following repairs to bridge numbers 237.3A (13691) and 237.3B (13692) located on I-55 over Hentz Road in Panola County.

Scope of Work – Bridge 237.3A (13691)

- Remove and replace bearings in accordance with the Attached Drawings.
- Remove existing joint material and replace with preformed joint seal at all joints
- Epoxy repair damage to prestressed beams and other locations specified in the Attached Drawings
- Repair the top of end wall in accordance with the Attached Drawings
- Underseal end bent caps and approach pavement
- Clean all caps

Scope of Work – Bridge 237.3B (13692)

- Remove and replace bearings in accordance with the Attached Drawings.
- Remove existing joint material and replace with preformed joint seal at all joints
- Epoxy repair damage to prestressed beams and other locations specified in the Attached Drawings
- Repair the top of end wall in accordance with the Attached Drawings
- Underseal end bent caps and approach pavement
- Clean all caps

**Joint & Endwall Removal and Replacement**

Removal and replacement of the concrete endwall shall be performed at all End Bents per Attached Drawings and shall be paid for under Pay Item No. 907-824-PP008: Bridge Repair, Endwall Repair, Per Plans. After the endwall has been replaced and existing joint material removed, the ¼" seats shall be formed by saw cuts as shown in the Attached Drawings. Saw cuts required shall be paid for under Pay Item No. 907-823-B001: Saw Cut, Type I. Existing joint material shall be replaced with preformed joint seal in accordance with Special Provision 907-823. The joints shall be sealed by one of the three approved Manufacturers listed in Special Provision 907-823 and installed according to the Manufacturer's specifications. All new preformed joints shall be paid for under Pay Items No. 907-808-A002 Joint Repair and No. 907-823-A001: Preformed Joint Seal, Type I.

**Cap Cleaning and Bridge Deck Cleaning:**

Cap Cleaning shall be done in accordance with Special Provision Subsection 907-824.03.3. This item of work shall be paid for under Pay Item No. 907-824-C001, Cap Cleaning. The bridge deck and gutters shall be swept clean upon completion of the Project. This shall be considered an absorbed item of work.

**Bearing Replacements:**

Bearings at Bridges 13691 & 13692 shall be replaced in accordance with Special Provision Subsection 907-824.03.4 and the Attached Drawings. Payment for this work shall be made under Pay Item No. 907-824-D002, Bearing Replacements, Prestressed Concrete Girder.

In no case shall laminated pads be field cut. Bearing area on top of cap shall be cast smooth and true to grade. Steel plates in laminated pads shall conform to ASTM A 1011 Grade 36, Type 1. The testing acceptance procedure shall be in accordance with section 714.10.6 of the Specifications. Elastomer shall have a hardness of 50 durometer with a minimum shear modulus at 73°F of 0.095 k.s.i. and a maximum shear modulus at 73°F of 0.130 k.s.i.

**General Epoxy Repairs:**

Locations for General Epoxy Repair can be found in the Attached Drawings. General Epoxy Repair shall be done in accordance with Special Provision Subsection 907-824.03.1 and with the approved materials outlined in Special Provision Subsection 907-824.02.1. All work and material required to perform this item of work shall be paid for under Pay Item No. 907-824-A003, General Epoxy Repair. It should be

noted that hammers used for concrete removal should be limited to 15 lbs. for prestressed beams and 30 lbs. for all other epoxy repairs.

This item shall be bid such that this item may be increased, decreased, or eliminated as directed by the Project Engineer.

**Undersealing:**

Voids under end bent caps and approach pavement on both bridges are to be filled with injectable urethane compound material meeting the required properties outlined in Special Provision Section 907-420.02.

Prior to injection, the site shall be prepared according to Manufacturer's recommendations. Urethane compound shall be installed in strict accordance with Manufacturer's instructions.

All costs associated with filling voids underneath and behind end bent caps with urethane compound shall be included in the price for Pay Item 907-420-A001, Undersealing.

The accepted quantities will be paid for per pound of urethane compound material as reported on packaging.

**Contractor Submittals:**

Prior to any construction or fabrication, the Contractor shall comply with the following submittal requirements.

**Field Verification Submittal:**

All dimensions of the existing structure and clearances shall be field verified by the Contractor. The Contractor shall be responsible for adjusting the elements of the new construction to ensure proper fit with the existing structure. The Contractor shall submit field verification of the existing bridge elements associated with the work items described herein. This shall include, but is not limited to:

- a. Finish grades of existing bridge
- b. Existing open joint widths
- c. Existing bearing and cap dimensions
- d. Any other element that will affect the work items described herein

**Bearing Pad Shop Drawing Submittal:**

The Contractor shall submit shop drawings of the new bearing pads for approval by the Director of Structures, State Bridge Engineer. Shop drawings shall not be approved without the corresponding field verification submittal outlined above.

**Jacking Plan Submittal:**

The Contractor shall submit a set of bracing and jacking arrangement plans along with design calculations and all assumptions. The Contractor shall employ the service of a Mississippi registered Professional Engineer knowledgeable in the field of bridge

design. The submitted plans shall bear the seal of the Professional Engineer.

**Special Provisions:**

907-420: Undersealing

907-808: Joint Repair

907-823: Preformed Joint Seal

907-824: Routine Bridge Repair

"General Decision Number: MS20260108 01/02/2026

Superseded General Decision Number: MS20250108

State: Mississippi

Construction Type: Highway

County: Panola County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number      Publication Date  
0                              01/02/2026

SUMS2010-031 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:<br>Truck Driver (Line Striping<br>Truck).....           | \$ 15.60 | 0.00    |
| INSTALLER - GUARDRAIL.....                                                            | \$ 11.42 | 0.00    |
| INSTALLER - SIGN.....                                                                 | \$ 11.73 | 0.00    |
| IRONWORKER, REINFORCING.....                                                          | \$ 16.29 | 0.00    |
| LABORER: Common or General,<br>Including Asphalt Raking,<br>Shoveling, Spreading..... | \$ 11.36 | 0.00    |
| LABORER: Concrete Worker.....                                                         | \$ 10.91 | 0.00    |
| LABORER: Flagger.....                                                                 | \$ 11.48 | 0.00    |
| LABORER: Grade Checker.....                                                           | \$ 11.32 | 0.00    |
| LABORER: Landscape.....                                                               | \$ 9.77  | 0.00    |
| LABORER: Mason Tender -<br>Cement/Concrete.....                                       | \$ 11.08 | 0.00    |
| LABORER: Pipelayer.....                                                               | \$ 11.34 | 0.00    |
| LABORER: Laborer-Cones/<br>Barricades/Barrels -<br>Setter/Mover/Sweeper.....          | \$ 12.93 | 0.00    |
| OPERATOR: Asphalt Spreader.....                                                       | \$ 16.03 | 0.00    |
| OPERATOR:<br>Backhoe/Excavator/Trackhoe.....                                          | \$ 13.77 | 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<br>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,<br>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<br>Truck.....                   | \$ 12.29 | 0.00 |
| TRUCK DRIVER: Water Truck.....                             | \$ 10.89 | 0.00 |
| TRUCK DRIVER: Dump Truck (All<br>Types).....               | \$ 11.71 | 0.00 |
| TRUCK DRIVER: Semi/Trailer<br>Truck.....                   | \$ 15.29 | 0.00 |

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

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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](http://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)).

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

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

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

classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

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

#### Survey Rate Identifiers

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

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

#### State Adopted Rate Identifiers

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position

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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**SUPPLEMENT TO FORM FHWA-1273**

**DATE:** 07/26/2022

**SUBJECT:** Federal Contract Provisions for Subcontracts

**Federal Contract Provisions for Subcontracts**

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

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

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

### ATTACHMENTS

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

### I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **8. Reasonable Accommodation for Applicants /**

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

#### **9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Withholding (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SHSA Cities:

|                               |      |
|-------------------------------|------|
| Pascagoula - Moss Point ----- | 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 |
|---------------------|------|

|                                                                                                                                                                                                                                                                                                           |      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw,<br>Clay, Coahoma, Grenada, Itawamba, Lafayette, Lee,<br>Leflore, Marshall, Monroe, Montgomery, Panola,<br>Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie,<br>Tate, Tippah, Tishomingo, Tunica, Union,<br>Washington, Webster, Yalobusha ----- | 26.5 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|

|                                                                                                                                                                                                                                                                                                                                 |      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| Attala, Choctaw, Claiborne, Clarke, Copiah, Covington,<br>Franklin, Holmes, Humphreys, Issaquena, Jasper, Jefferson,<br>Jefferson Davis, Jones Kemper, Lauderdale, Lawrence,<br>Leake, Lincoln, Lowndes, Madison, Neshoba, Newton,<br>Noxubee, Oktibbeha, Scott, Sharkey, Simpson, Smith,<br>Warren, Wayne, Winston, Yazoo----- | 32.0 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|

|                                                                    |      |
|--------------------------------------------------------------------|------|
| Forrest, Lamar, Marion, Pearl River, Perry, Pike,<br>Walthall----- | 27.7 |
|--------------------------------------------------------------------|------|

|                               |      |
|-------------------------------|------|
| Adams, Amite, Wilkinson ----- | 30.4 |
|-------------------------------|------|

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

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

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

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

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

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

(12/04/2018)

# 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 AWPB 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. 907-106-5**

**CODE: (IS)**

**DATE: 4/20/2026**

**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/Build America. Buy America (BABA) 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 [Build America, Buy America \(BABA\)](#) 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/BABA](#) provisions are submitted to the Project Engineer prior to the article, material, or supply being incorporated into the work.

Buy America/[BABA](#) 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/[BABA](#) provisions do not apply to excluded materials.

A non-exclusive list of items that must comply with the above listed Buy America/[BABA](#) requirements and require the submittal of the Buy America Domestic Materials Self- Certification Form may be viewed at [www.goMDOT.com](http://www.goMDOT.com) under Business Center → Engineering Standards/Guides/Manuals → Construction Materials.

The list of items referenced above is not all-inclusive. All iron or steel products, construction material, and manufactured products permanently incorporated into the project shall comply with the applicable Buy America/Build America (BABA) requirements, regardless of whether such items are specifically Identified.

## 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](http://www.equipmentwatch.com) for the time period the force account work is authorized to determine payment to the Contractor. The maximum allowable rates

are determined as follows:

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

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

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

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

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

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

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

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

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

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

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

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

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-420-4

CODE: (SP)

DATE: 02/19/2019

SUBJECT: Undersealing

Section 907-420, Undersealing, is hereby added to and made a part of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

## SECTION 907-420 -- UNDERSEALING

**907-420.01--Description.** This work shall consist of filling voids (undersealing) in the soil adjacent to a pipe culvert(s), box culverts(s), bridge structure(s), or other locations determined by the Engineer. It is intended that the voids around the pipe culverts will be filled from the surface and voids around the box culverts will be filled from within the box culvert.

**907-420.02--Material.** The material for filling the voids shall be a “hydro-sensitive” high density polyurethane meeting the following requirements.

| <u>Properties</u>                                   | <u>Test Value</u> | <u>Test Method</u> |
|-----------------------------------------------------|-------------------|--------------------|
| Density, lbs./ft., minimum                          | 4.0               | ASTM D 1622        |
| Tensile Strength, psi, minimum                      | 100               | ASTM D 1622        |
| Compression Strength, psi (at yield point), minimum | 90                | ASTM D 1621        |

The Contractor shall furnish the Engineer with certified test reports showing that the material meets the requirements of the specification.

**907-420.03--Construction Requirements.** All undersealing will be done at the locations specified in the plans, or as directed by the Engineer.

**907-420.03.1--Equipment.** The equipment shall be that customarily used in undersealing operations. Generally, it shall consist of a pneumatic or electric drill capable of drilling holes of adequate size in the embankment soil or culvert wall to accomplish the work. The exact depth into the embankment shall be determined by the Contractor. The equipment shall be in satisfactory operating condition and operated in such a manner as to prevent unnecessary damage to existing roadways, structures, and the surrounding area. The pump shall be capable of injecting the high density polyurethane at a rate and to a depth necessary to fill the void adjacent to the existing structures.

**907-420.03.2--Drilling Holes.** Unless otherwise shown in the plans, the size and location of the injection holes shall be as determined by the Manufacturer/Contractor.

**907-420.03.3--Injection Process.** The nozzle of the discharge hose shall be secured in the drilled hole in a manner that provides an adequate seal during the pumping process. The polyurethane

material shall be injected through the drilled holes until all known or encountered voids are filled. The rate and amount of material injection shall be determined by the Manufacturer/Contractor.

When the nozzle is removed, the hole shall be plugged or sealed to the satisfaction of the Engineer. Any excess polyurethane material shall be removed.

**907-420.04--Method of Measurement.** Undersealing, complete and accepted, will be measured by the pound. The quantity of urethane will be based on the supplier's packaging information for the material delivered and incorporated into the project.

**907-420.05--Basis of Payment.** Undersealing, as measured prescribed above, will be paid for at the contract unit price per pound, which price shall include all mobilization, labor, equipment, tools, materials, and incidentals necessary to complete the required work.

Cost for maintenance of traffic and individual traffic control devices as required for undersealing operations shall be included in the unit price for undersealing and will not be measured for separate payment.

Payment will be made under:

907-420-A: Undersealing - per pound

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-605-1

CODE: (IS)

DATE: 11/21/2023

SUBJECT: Underdrains

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

**907-605.02--Materials.**

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

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

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

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-618-12

CODE: (SP)

DATE: 05/03/2024

SUBJECT: Traffic Control Management

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

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

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

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

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

907-618-A: Maintenance of Traffic

- lump sum

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-700-3

CODE: (IS)

DATE: 4/20/2026

SUBJECT: Materials and Tests

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

Delete fourth, fifth, sixth, and seventh paragraph of Subsection 700.01 on page 713, and add the following.

### **907-700.01.1--Buy America/Build America. Buy America (BABA) Requirements.**

Iron or Steel Products. Iron or steel or wire products (including prestressed cables and strands) are products that consist wholly or predominantly of iron or steel or a combination of both.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of the iron and steel components.

Iron or steel or wire products, as described above, that are permanently incorporated into a construction project must be produced domestically. All manufacturing processes for iron or steel or wire products, from the initial melting stage through the application of coatings, that are permanently incorporated into a construction project, must occur domestically. However, pig iron and processed, pelletized, and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for iron and/or steel and/or wire products. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Construction Materials. Construction materials are articles, materials, or supplies that consist of only one of the items listed (non-ferrous metals, plastic and polymer-based products, glass, fiber-optic cables (including drop cables), optical fibers, lumber, drywall, and engineered woods). Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material. All manufacturing processes for the listed construction materials, from the initial processes as described within 2 CFR 184.6 to the final processes as described within 2 CFR 184.6, that are permanently incorporated into a construction project, must occur domestically.

Manufactured Products. Manufactured products are articles, materials, or supplies that have been processed into a specific form or shape; or when combined with other articles, materials, or supplies create a product with different properties than the individual articles, materials, or supplies. An item that is classified as an iron or steel product, a construction material, or an excluded material is not a manufactured product. However, an article, material, or supply classified as a manufactured product

may include components that are iron or steel products, excluded materials, or other product categories as specified by law or in [2 CFR part 184](#). Mixtures of excluded materials delivered to a work site without final form for incorporation into a project are not a manufactured product. For construction projects obligated on or after October 1, 2025, the manufactured product must be manufactured domestically. For construction projects obligated on or after October 1, 2026, the manufactured product must be manufactured domestically and the cost of the components of the manufactured product that are mined, produced, or manufactured domestically is greater than 55 percent of the total cost of all components of the manufactured product.

**Excluded Materials.** Excluded materials, as listed in Section 70917(c) of the Build America, Buy America (BABA) Act, are cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. However, an article, material, or supply classified as a manufactured product may include components that are iron or steel products, excluded materials, or other product categories as specified by law or in 2 CFR part 184. Mixtures of excluded materials delivered to a work site without final form for incorporation into a project are not a manufactured product.

Domestically shall be understood to mean all States of the United States, District of Columbia, Puerto Rico, American Samoa, Guam, and Virgin Islands and any other place subject to the jurisdiction of the United States.

**907-700.01.2—Certificate of Compliance Requirements.** Prior to incorporation into the work, the Contractor shall furnish the Project Engineer with a Domestic Materials Self-Certification Form documenting conformance to the requirements of Subsection 907-106.14. Attached hereto is the Domestic Materials Self-Certification Form that shall be furnished by the Contractor to the Project Engineer.

# Domestic Materials Self-Certification Form

This certification is for a manufacturer/supplier to certify the below articles, materials, or supplies are in compliance with the applicable domestic material content procurement preferences found in the Buy America Act requirements (23 CFR 635.410) and the Build America, Buy America Act (BABA) requirements (2 CFR part 184). The individual completing this form takes full responsibility for the information included in the form. State agencies have the authority to request additional details related to the information provided in the form. All forms shall be submitted via AASHTO DataMine for delivery to authorized governmental users through the Industry Document Repository. The manufacturer/supplier is required to include updates to process changes within 10 days of the change occurring via uploading a revised form into DataMine.

## PART 1: COMPANY CONTACT INFORMATION

Company/Producer/Manufacturer Name:

Supplier Representative Name:

Contact Email Address:

Contact Phone Number:

Date Form is Being Submitted: mm/dd/yyyy

## PART 2: DETAILS OF THE ARTICLE, MATERIAL, OR SUPPLY:

Using Table 1 below, provide the classification of the article, material, or supply as one of the following: (1) iron or steel product; (2) construction material (3) manufactured product; or (4) excluded materials including Section 70917(c) materials.

|                                               |  |
|-----------------------------------------------|--|
| Classification                                |  |
| Producer of the Article, Material, or Supply: |  |
| Product/Model/Part/Material:                  |  |
| Manufacturing Address:                        |  |
| Manufacturing City:                           |  |
| Manufacturing State:                          |  |
| Manufacturing Zip Code:                       |  |
| DataMine # (if applicable):                   |  |
| Federal/State/Local Project number(s):        |  |
| Pay Code Number (PCN):                        |  |
| Project Item code:                            |  |
| Project Item Description:                     |  |
| Quantity Certified:                           |  |

**TABLE 1: Material Classifications**

| <b>(1) Iron or Steel Product</b>                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Wholly or predominantly Iron or Steel, or a combination of both</b> ( <a href="#">23 CFR 635.410(b)(1)(ii)</a> )                                                                                                                                                                              | Certification requires predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.                                                                                                                                                                   |
| <b>(2) Construction Material</b>                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Non-Ferrous Metals</b> ( <a href="#">2 CFR 184.6(a)(1)</a> )                                                                                                                                                                                                                                  | Certification requires all manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Plastic and Polymer based products (including polyvinyl chloride, composite building materials, and polymers used in fiber optic cables)</b> ( <a href="#">2 CFR 184.6(a)(2)</a> )                                                                                                            | Certification requires all manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Glass (including optic glass)</b> ( <a href="#">2 CFR 184.6(a)(3)</a> )                                                                                                                                                                                                                       | Certification requires all manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Fiber Optic Cable (including drop cable)</b> ( <a href="#">2 CFR 184.6(a)(4)</a> )                                                                                                                                                                                                            | Certification requires all manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacking, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastics and polymer-based products, or any others.                                                                                                                                                                                                                                                                           |
| <b>Optical Fiber</b> ( <a href="#">2 CFR 184.6(a)(5)</a> )                                                                                                                                                                                                                                       | Certification requires all manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Lumber</b> ( <a href="#">2 CFR 184.6(a)(6)</a> )                                                                                                                                                                                                                                              | Certification requires all manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Drywall</b> ( <a href="#">2 CFR 184.6(a)(7)</a> )                                                                                                                                                                                                                                             | Certification requires all manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Engineered Wood</b> ( <a href="#">2 CFR 184.6(a)(8)</a> )                                                                                                                                                                                                                                     | Certification requires all manufacturing processes, from initial combination of constituent materials until the wood product is in its final form, occurred in the United States.                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>(3) Manufactured Product</b>                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Manufactured Products other than Precast Concrete Products and Intelligent Transportation Systems and Other Electronic Hardware Systems Installed on the Highway ROW or Other Real Property</b><br>( <a href="#">23 CFR 635.410(c)(1)(vii)</a> ) and <a href="#">23 CFR 635.410(c)(1)(iv)</a> | <ul style="list-style-type: none"> <li>• Certification requires for projects obligated before October 1, 2025, no certification is required (excludes EV chargers).</li> <li>• Certification requires for projects obligated on or after October 1, 2025, certification requires the final manufacturing process occurred in the United States (excludes EV chargers).</li> <li>• Certification requires for projects obligated on or after October 1, 2026, and all EV chargers, certification requires the final manufacturing process occurred in the United States and the cost of the components that are mined,</li> </ul> |

|                                                                                                                                                                                |                                                                                                                                                                                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                | produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.                                                                                                                                 |
| <b>Precast Concrete Products</b> <a href="#">(23 CFR 635.410(c)(2)(ii))</a>                                                                                                    | Classified as a manufactured product must comply with both the wholly or predominantly iron or steel or a combination of both product and manufactured product certification requirements as stated above.                                                                 |
| <b>Intelligent Transportation Systems and Other Electronic Hardware Systems Installed on the Highway ROW or Other Real Property</b> <a href="#">(23 CFR 635.410(c)(2)(ii))</a> | Classified as a manufactured product must comply with both the wholly or predominantly iron or steel or a combination of both product certification requirements for any iron or steel enclosures as well as the manufacturing certification requirements as stated above. |
| <b>(4) Excluded Materials</b>                                                                                                                                                  |                                                                                                                                                                                                                                                                            |
| <b>Excluded Materials Including Section 70917(c) Materials</b> <a href="#">(23 CFR 635.410(c)(1)(ii))</a>                                                                      | No certification is required for excluded materials including Section 70917(c) materials. Section 70917(c) materials means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.                         |

**PART 3: DECLARATION OF SUBMITTAL**

Do the articles, materials, or supplies submitted in this form comply with applicable domestic materials content procurement preferences found in the Buy America Act requirements (23 CFR 635.410) and the Build America, Buy America Act requirements (2 CFR part 184) (Y/N)? \_\_\_\_\_

**PART 4: CERTIFICATION** (Read and check all boxes before signing)  
Note: State Departments of Transportation may have different language requirements for this section.

☐ I certify that the description above is a true and accurate description of the article, material, or supply provided, and that the undersigned is in a position to legally bind the Company/Organization represented in this form.

☐ I certify that the iron or steel product, construction material, or manufactured product complies with the applicable Buy America or BABA requirements.

Signature: \_\_\_\_\_ Date: mm/dd/yyyy

|                               |
|-------------------------------|
| Printed Name:                 |
| Title:                        |
| Company/Organization:         |
| Company/Organization address: |

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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

**DATE:** 11/05/2024

**SUBJECT:** Hydraulic Cement

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

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

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

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-701-4

CODE: (IS)

DATE: 11/21/2023

SUBJECT: Hydraulic Cement

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

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

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

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

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

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

**907-701.02.2--Blank.**

**907-701.02.2.1--Blank.**

**907-701.02.2.2--Blank.**

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

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

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

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

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

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-702-4

CODE: (IS)

DATE: 09/11/2018

SUBJECT: Bituminous Materials

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

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

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

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

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

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

**TABLE V  
SPECIFICATION FOR FOG SEAL**

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

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

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-703-2

CODE: (SP)

DATE: 11/29/2022

SUBJECT: Gradation

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

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

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

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

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

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

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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

**CODE: (IS)**

**DATE: 06/13/2018**

**SUBJECT: Stone Riprap**

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

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

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

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-707-3

CODE: (IS)

DATE: 10/27/2021

SUBJECT: Joint Materials

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

### 907-707.02--Joint Filler.

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

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

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

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

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

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

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

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-711-2

CODE: (IS)

DATE: 09/11/2018

SUBJECT: Plain Steel Wire

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

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

**907-711.02.3--Steel Welded and Non-Welded Wire Reinforcement, Plain and Deformed, for Concrete.**

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

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

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-712-1

CODE: (SP)

DATE: 12/07/2021

SUBJECT: Fence and Guardrail

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

**907-712.01--General.** After the sentence in Subsection 712.01 on page 785, add the following.

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

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

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

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

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

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

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

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

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

**907-712.04.5--Miscellaneous Fittings and Hardware.** Miscellaneous fittings and hardware shall conform to the requirements of Subsection 712.16.

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

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

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

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

**907-712.05.1.2--Round Posts.** Delete the last sentence of the last paragraph of Subsection 712.05.1.2 on page 788.

**907-712.05.1.3--Sawed Posts.** Delete the last sentence of the paragraph of Subsection 712.05.1.3 on page 788.

**907-712.05.1.4--Sawed Braces.** Delete the last sentence of the paragraph of Subsection 712.05.1.4 on page 788.

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

**907-712.05.2--Metal Posts.**

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

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

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

**907-712.05.2.3--Blank.**

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

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

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

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

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

**907-712.06.2--Treated Wood Posts.**

**907-712.06.2.1--Square Posts.** Delete the paragraph in Subsection 712.06.2.1 on page 789, and substitute the following.

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

**907-712.06.2.2--Round Posts.** Delete the paragraph in Subsection 712.06.2.2 on page 789, and substitute the following.

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

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

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

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

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

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

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

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-714-4

CODE: (SP)

DATE: 07/28/2025

SUBJECT: Miscellaneous Materials

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

### **907-714.01--Water.**

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

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

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

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

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

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

### **907-714.01.6--Blank.**

### **907-714.05--Fly Ash.**

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

Delete Subsection 714.06 on page 798, and substitute the following.

### **907-714.06--Slag Cement.**

**907-714.06.1--General.** The slag cement source must be approved for listing in the Department's

APL prior to use. The acceptance of slag cement shall be based on certified test reports, certification of shipment from the supplier, and tests performed on samples obtained after delivery in accordance with the Department's *Materials Division Inspection, Testing, and Certification Manual* and Department SOP.

The Contractor shall provide suitable means for storing and protecting the slag cement against dampness and contamination. Separate storage silos, bins, or containers shall be provided for slag cement. Slag cement that is partially set, caked or contains lumps shall not be used.

The State Materials Engineer shall be notified in writing of the nature, amount and identity of any processing or other additions made to the slag cement during production.

Slag cement from different mills shall not be mixed or used alternately in any one class of construction or structure without written permission from the Engineer; except that this requirement will not be applicable to cement treatment of design soils or bases.

No additional cementitious materials, such as blended hydraulic cement, fly ash, metakaolin, or others, shall be added to or as a replacement for hydraulic cement when used with slag cement in the production of concrete. The replacement of hydraulic cement with slag cement shall be in accordance with the applicable replacement content specified in Subsection 701.02.2.

**907-714.06.2--Specific Requirements.** Slag cement shall meet the requirements of AASHTO M 302, Grade 100 or 120. Slag cement shall contain no chlorides.

**907-714.13--Geotextiles.**

**907-714.13.11--Tables.** Delete Table 1 in Subsection 714.13.11 on page 813, and substitute the following.

Table 1 - Geotextiles

| Type Designation                                       | I <sup>1</sup>   | II <sup>1</sup> | III          | IV              | V                     | VI                                        |              |              | VII           |             | VIII        | IX |
|--------------------------------------------------------|------------------|-----------------|--------------|-----------------|-----------------------|-------------------------------------------|--------------|--------------|---------------|-------------|-------------|----|
|                                                        | Sediment Control |                 | Drainage     | Paving          | Separation & Drainage | Separation, Stabilization & Reinforcement |              |              | High Strength |             |             |    |
| Physical Property <sup>2</sup>                         |                  |                 |              |                 |                       | Woven                                     | Non-Woven    | Non-Woven    | Woven         | Non-Woven   | Test Method |    |
| Grab Strength (lb)                                     | 50               | 90              | 110          | 90              | 200                   | 280                                       | 180          | 450          | 280           | ASTM D 4632 |             |    |
| Elongation (%)                                         | ----             | 50% max @ 45 lb | 20% min      | 50% min @ break | 50% min               | 50% max                                   | 50% Min      | 50% max      | 50% Min       | ASTM D 4632 |             |    |
| Seam Strength (lb)                                     | ----             | ----            | 70           | ----            | 180                   | 240                                       | 160          | 400          | 240           | ASTM D 4632 |             |    |
| Puncture Strength (lb)                                 | ----             | ----            | 40           | ----            | 80                    | 110                                       | 75           | 180          | 115           | ASTM D 6241 |             |    |
| Trapezoidal Tear (lb)                                  | ----             | ----            | 40           | ----            | 80                    | 100                                       | 70           | 150          | 100           | ASTM D 4533 |             |    |
| Asphalt Retention (gal/yd <sup>2</sup> )               | ----             | ----            | ----         | 0.2             | ----                  | ----                                      | ----         | ----         | ----          | ASTM D 6140 |             |    |
| Permittivity (sec <sup>-1</sup> ) min                  | 0.05             | 0.05            | 0.5          | ----            | 0.2                   | 0.2                                       | 0.2          | 0.2          | 0.2           | ASTM D 4491 |             |    |
| AOS Woven (mm) max                                     | 0.60             | 0.60            | 0.6          | ----            | 0.6                   | 0.43                                      | ----         | 0.43         | ----          | ASTM D 4751 |             |    |
| AOS Non-Woven (mm) max                                 | 0.84             | 0.84            | 0.43         | ----            | 0.43                  | ----                                      | 0.43         | ----         | 0.43          | ----        |             |    |
| Tensile Strength after UV (% Retained)                 | 70% @ 500 hr     | 70% @ 500 hr    | 50% @ 500 hr | ----            | 50% @ 500 hr          | 50% @ 500 hr                              | 50% @ 500 hr | 50% @ 500 hr | 50% @ 500 hr  | ASTM D 4355 |             |    |
| Melting Point °(F)                                     | ----             | ----            | ----         | 325             | ----                  | ----                                      | ----         | ----         | ----          | ASTM D 276  |             |    |
| Minimum Ultimate Tensile Strength <sup>3</sup> (lb/in) | ----             | ----            | ----         | ----            | ----                  | ----                                      | ----         | ----         | 660           | 2000        |             |    |

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

Delete Subsec

**907-714.15--Geogrids.**

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

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

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

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

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

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

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

**907-714.15.4--Acceptance Sampling and Testing.** Final acceptance of each shipment will be

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

**TABLE II  
GEOGRIDS**

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

<sup>1</sup> Minimum design criteria requirement.

<sup>2</sup> Minimum Average Roll Value (MARV).

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-718-1

CODE: (SP)

DATE: 12/07/2021

SUBJECT: Timber and Dimension Lumber

Section 718, Timber and Dimension Lumber, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

Delete the Subsections in Section 718 on pages 836 thru 838, and substitute the following.

**907-718.01--General.** All timber and dimension lumber shall be Southern pine and shall conform in all respects to applicable requirements of AASHTO M 168. The Department reserves the right to sample and to test all materials at any time; all inspection, testing, and certification of materials will be performed in accordance with the requirements of the current version of the Department's *Materials Division Inspection, Testing, and Certification Manual*.

Timber and dimension lumber shall be furnished in the sizes shown on the plans or as specified. Unless otherwise specified, timber and dimension lumber shall be No. 1, or better, graded according to the latest American Lumber Standards.

Only one type of preservative shall be used for the treatment of materials for any one class of construction on a project, unless otherwise specified.

Where treated timber and dimensional lumber is to be used in non-highway construction or use, such as decking, handrails in walking trails, or in any manner where general public exposure by touch is possible, the treatment requirements will be as per project plans and/or approved by the State Materials Engineer.

**907-718.02--Untreated Timber and Dimension Lumber.** Untreated timber and dimension lumber shall conform to the requirements of AASHTO M 168.

**907-718.03--Treated Timber and Dimension Lumber.** Timber and dimension lumber to be treated shall meet the requirements herein specified and shall be treated as specified. Treated timber or dimensional lumber will not be accepted for use unless it has been inspected by an authorized representative of the Department and found to be satisfactory after treatment.

**907-718.03.1--Blank.**

**907-718.03.2--Treatment.**

**907-718.03.2.1--General.** All materials shall be treated in accordance with AASHTO M 133 unless otherwise directed by the Environmental Protection Agency (EPA).

**907-718.03.2.2--Blank.**

**907-718.03.2.3--Inspection.** Treated timber and dimension lumber shall be inspected by an authorized representative of the Department before being incorporated into the work. Treatment reports shall be provided to the Department for each lot of material supplied.

**907-718.03.3--Blank.**

**907-718.03.4--Storage of Treated Material.** All material treated for stock shall be stacked as compactly as possible on a well-drained surface. Material shall be supported on sills spaced as necessary, not to exceed 10 foot intervals and shall have at least one foot of air space beneath the stacks.

All materials treated with preservatives for use in buildings and applications where painting is required shall be dried after treatment. The treated wood shall be dried in accordance with American Lumber Standards.

**907-718.04--Preservative.** Preservatives shall be as specified in AASHTO M 133 unless otherwise directed by the Environmental Protection Agency (EPA).

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-720-4

CODE: (IS)

DATE: 06/17/2025

SUBJECT: Pavement Marking Materials

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

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

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

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

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

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

**907-720.03.1--Glass Beads.** The manufacturer shall furnish the Engineer with a certified test report indicating that the glass beads meet AASHTO M 247. AASHTO Type 4 beads shall be applied to the newly placed stripe first, followed by the application of AASHTO Type 1 or Type 2 beads. Type 1, 2, and 4 glass beads shall be transparent, clean, colorless glass, smooth and spherically shaped, free from milkiness, pits, or excessive air bubbles. Type 1, 2, and 4 glass beads shall be coated with a bead coating that is compatible with the traffic marking material to which the glass beads will be applied and will provide adequate moisture proofing, increased adhesion, and optimum embedment of the glass beads.

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

Acceptance sampling and testing will be in accordance with the Materials Division Inspection, Testing, and Certification Manual (Materials Manual).

**907-720.03.2--Advanced Optics.** Advanced optics are materials that do not meet the specific requirements of AASHTO M 247 but produce a final drop-on optics system that meets or exceeds the reflectivity requirements in Special Provision 907-626. Advanced optics shall be a double-

drop system that is pre-approved and listed on the Department's Approved Products List.

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

Acceptance sampling and testing may be conducted at the request of the Engineer.

**907-720.04--Thermoplastic Marking Material.** Thermoplastic marking material shall meet the color requirements of Subsection 907-720.02.

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

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

**907-720.04.1--Extruded Thermoplastic Material.** Extruded thermoplastic pavement marking material shall meet the requirements of AASHTO M 249, and shall meet the requirements of 907-720.04 with the following exceptions:

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

**907-720.04.2--Spray-Applied Thermoplastic Material.** Spray-applied thermoplastic pavement marking material shall meet the requirements of AASHTO M 249 and shall meet the requirements of 907-720.04.

**907-720.04.3--Pre-formed Thermoplastic Material.** Heat-fused, pre-formed thermoplastic pavement marking material shall meet the color requirements of 907-720.02.

**907-720.04.4—Acceptance Procedure.** The Contractor shall furnish the Engineer with a copy of the manufacturer's certified test reports for the lot(s) of materials from which the shipment originated. The test report shall show all the test results for the material properties and characteristics as specified herein. The test report shall state that the material represented by the test results meets all the requirements of the contract. It shall be the Contractor's responsibility to furnish the manufacturer's test report to the Engineer for each shipment of material to the project.

**907-720.05--Pavement Marking Tape.** Pavement marking tape shall be listed on the Department's Approved Lists.

**907-720.05.1—Cold Plastic Pavement Markings (Permanent Pavement Marking Tape).** Pavement marking tape for use in roadway applications shall be designated on the Department's Approved Lists as permanent.

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

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

**907-720.05.1.1--Specific Requirements.** Unless otherwise indicated on the plans, the patterned material without adhesive shall have a minimum caliper of 0.065 inch at the thickest portion of the patterned cross-section and a minimum caliper of 0.020 inch at the thinnest portion of the cross-section. The material shall be a pliant polymer film with 50±15% of the surface are raised and presenting a near vertical face angle of 0° to 60° to traffic from any direction. The channels between the raised areas shall be substantially free of exposed optics or particles.

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

**907-720.05.1.2--Conformability and Resealing.** The marking shall be capable of conforming to pavement contours, breaks, faults, etc. through the action of traffic at normal pavement temperatures.

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

**907-720.05.1.3--Tensile Strength and Elongation.** The material shall have a minimum tensile strength of 40 pounds per square inch of cross section when tested according to ASTM D 638. A 6-inch x 1-inch x 0.06-inch sample shall be tested at a temperature between 70°F and 80°F using a jaw speed of 12 inches per minute.

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

**907-720.05.1.4--Skid Resistance.** The surface of the material shall provide a minimum skid resistance value of 45 BPN when tested according to ASTM E 303 except values will be taken at

downweb and at a 45-degree angle from downweb. These two values will then be averaged to find the skid resistance of the patterned surface.

**907-720.05.1.5--Effective Performance Life and Warranty.** When applied according to the recommendations of the manufacturer the pavement marking tape shall provide a neat and durable marking that will not flow or distort due to temperature if the pavement surface remains stable. The film shall be weather resistant and through normal traffic wear shall show no appreciable fading, lifting, or shrinkage throughout the useful life of the marking, nor shall it show significant tearing, roll back, or other signs of poor adhesion.

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

**907-720.05.1.6—Acceptance Procedure.** The Contractor shall furnish the Engineer with a copy of the manufacturer's certified test reports for the lot(s) of materials from which the shipment originated. The test report shall show all the test results for the material properties and characteristics as specified herein. The test report shall state that the material represented by the test results meets all the requirements of the contract. It shall be the Contractor's responsibility to furnish the manufacturer's test report to the Engineer for each shipment of material to the project.

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

**907-720.05.2--Preformed Pavement Markings for Construction Zones.** Preformed pavement markings for construction zones shall be designated Department's Approved Lists as temporary. Retroreflective preformed pavement markings for construction zones shall be as specified on the plans or in the contract documents.

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

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

**907-720.05.2.1--Specific Requirements.** Preformed markings shall consist of retroreflective materials on a conformable backing and shall meet the performance requirements of Subsection 907-720.02. The markings shall consist of a mixture of high-quality polymeric materials, pigments, and optics with a reflective layer of optics bonded to the top surface. The markings shall be pre-coated with a pressure sensitive adhesive capable of adhering to pavement in accordance with the manufacturer's instructions without the use of heat, solvents, or other additional adhesives. The markings and/or adhesive shall not require any curing time after application. A coated non-metallic medium shall be incorporated with the pressure sensitive adhesive to facilitate removal.

**907-720.05.2.2—Acceptance Procedure.** The Contractor shall furnish the Engineer with a copy of the manufacturer's certified test reports for the lot(s) of materials from which the shipment originated. The test report shall show all the test results for the material properties and characteristics as specified herein. The test report shall state that the material represented by the test results meets all the requirements of the contract. It shall be the Contractor's responsibility to furnish the manufacturer's test report to the Engineer for each shipment of material to the project.

**907-720.06--Raised Pavement Markers.** Pavement markers shall be listed on the Department's Approved Lists and shall conform to ASTM D 4280.

**907-720.06.1--Packaging.** Shipments shall be made in containers acceptable to common carriers and packaged in such a manner as to ensure delivery in perfect condition. All damaged shipments shall be replaced by the Contractor. Each package shall be clearly marked as to the name of the manufacturer, type, quantity enclosed, lot number, and date of manufacture.

**907-720.06.2--Non-Reflective Pavement Markers.** Non-reflective pavement markers are occasionally referred to as "jiggle markers". Non-reflective markers consisting of a heat-fired, vitreous, ceramic base, and a heat-fired, opaque, glazed surface are permitted for use; the bottom of the marker shall not be glazed. Ceramic markers shall be produced from any suitable combination of intimately mixed clays, shales, talcs, flints, feldspars, or other inorganic material. Ceramic markers shall be thoroughly and evenly matured, and all non-reflective pavement markers shall be free from defects which affect appearance or serviceability.

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

**Table 2**

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

**907-720.06.3—Acceptance Procedure.** The Contractor shall furnish the Engineer with a copy of the manufacturer's certified test reports for the lot(s) of materials from which the shipment originated. The test report shall show all the test results for the material properties and characteristics as specified herein. The test report shall state that the material represented by the test results meets all the requirements of the contract. It shall be the Contractor's responsibility to furnish the manufacturer's test report to the Engineer for each shipment of material to the project.

**907-720.07--Adhesive for Pavement Markers.** The adhesive shall be listed on the Department's Approved Lists and shall be an asphaltic material suitable for bonding pavement markers to surfaces when the road surface and marker temperatures are in the range of 50°F to 160°F. The composition of the adhesive must be such that its properties will not deteriorate when heated to and applied at temperatures up to 425°F. Samples may be submitted in the form of an adhesive

testing package from each batch or material obtained from a package shipped to the project.

**907-720.07.1--Packaging and Labeling.** The adhesive shall be packaged in self-releasing cardboard containers that will stack properly. The label shall show the manufacturer, quantity, and lot or batch number. "Adhesive for Pavement Markers" or "Adhesive for Traffic Markers" shall be printed in bold lettering on the label.

**907-720.07.2--Bituminous Adhesive.** The asphaltic adhesive material shall be flexible type.

**907-720.07.2.1--Flexible Bituminous Adhesive.** Flexible bituminous adhesive shall be designated on the Department's Approved Lists as flexible and shall comply with requirements of Table 3 below.

**Table 3**

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

**907-720.07.3—Acceptance Procedure.** The Contractor shall furnish the Engineer with a copy of the manufacturer's certified test reports for the lot(s) of materials from which the shipment originated. The test report shall show all the test results for the material properties and characteristics as specified herein. The test report shall state that the material represented by the test results meets all the requirements of the contract. It shall be the Contractor's responsibility to furnish the manufacturer's test report to the Engineer for each shipment of material to the project.

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

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-721-4

CODE: (IS)

DATE: 04/19/2022

SUBJECT: Materials for Signing

Section 721, Materials for Signing, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

## 907-721.06--Reflective Sheeting.

907-721.06.2--Performance Requirements. Delete Table 4 and Table 5 in Subsection 721.06.2 on pages 860 & 861, and substitute the following.

### MINIMUM COEFFICIENTS OF RETROREFLECTION Candela per foot candle per square foot (cd/fc/ft<sup>2</sup>) Per ASTM Designation D4956

TABLE 4  
Type IX Sheeting

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

TABLE 5  
Type XI Sheeting

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

After Subsection 721.10 on page 864, add the following.

907-721.11--Digital Applied Printing. The following addresses the requirements for digitally printed finished retroreflective traffic control signs on flat sheet aluminum and digitally printed traffic sign faces intended to be applied to a sign substrate.

907-721.11.1--Digitally Printed Ink Systems. Traffic signs must be produced using components, and processes that comply with the retroreflective sheeting manufacturer's recommendations.

Digital printed ink systems used to print traffic signs must meet and comply with daytime and nighttime chromaticity (color standards) as recognized in ASTM D4956 “Standard Specification for Retroreflective Sheeting for Traffic Control.”

Digital printed ink systems must meet 70% of the initial retroreflectivity specifications of each respective reflective film color as found in ASTM D4956 “Standard Specification for Retroreflective Sheeting for Traffic Control.”

Prior to fabrication and preferably at the preconstruction meeting, the Contractor shall advise the Project Engineer in writing as to which signs on the project will be digitally printed and which ones will be screen printed. The Contractor shall submit to the Project Engineer certifications for all digitally printed signs, which will be forwarded to the State Traffic Engineer for review.

**907-721.11.2--Protective Overlay Film.** Permanent traffic signs printed with digital ink systems will be fabricated with a full sign protective overlay film designed to provide a smooth surface needed for retroreflectivity, and to protect the sign from fading and UV degradation. The overlamine shall comply with the retroreflective sheeting manufacturer’s recommendations to ensure proper adhesion and transparency and will also meet the reflective film durability as identified in Table 1.

**Table 1**  
**Retroreflective Film Minimum Durability Requirements**

| <b>ASTM D4956<br/>Type</b> | <b>Full Sign<br/>Replacement<br/>Term (years)</b> | <b>Sheeting<br/>Replacement<br/>Term (years)</b> |
|----------------------------|---------------------------------------------------|--------------------------------------------------|
| IV                         | 7                                                 | 10                                               |
| VIII                       | 7                                                 | 10                                               |
| IX                         | 7                                                 | 12                                               |
| XI                         | 7                                                 | 12                                               |

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

**907-721.11.3--Inspection.** During fabrication, the Contractor shall provide sufficient testing and quality control throughout fabrication to insure good workmanship. Once the material has been received, it may be subject to random testing to ensure compliance with all requirements. If any test samples do not conform to the requirements, the entire order may be returned at the vendor’s expense.

**907-721.11.4--Traffic Sign Performance Warranty Provisions.** Based on the ASTM Type of sheeting specified, traffic control signs shall be warranted for the duration shown in Table 1. The Contractor shall supply a copy of the warranty document with complete details of terms and conditions upon request of the Department.

**907-721.11.5--Certified Digital Sign Fabricator.** Sign fabricators using digital imaging methods to produce regulated traffic signs must be certified by the reflective sheeting manufacturer whose materials are used to produce the delivered signs.

Certified sign fabricators must undergo an audit process by the sheeting manufacturer to ensure they have the proper equipment, manufacturing capabilities, manufacturing application processes and the materials required to fulfill the sheeting manufacturer's warranty obligations. Sign fabricators must recertify annually with reflective sheeting manufacturers or utilize a 3<sup>rd</sup> party certifier approved by the reflective sheeting manufacturer.

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

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

## SUPPLEMENT TO SPECIAL PROVISION NO. 907-799-1

DATE: 07/28/2025

SUBJECT: Hydraulic Cement Concrete Mixtures

**907-799.01.1--Materials.** Delete *Ground Granulated Blast Furnace Slag (GGBFS)* from the list in Subsection 907-799.01.1 on page 1, and substitute the following.

Slag Cement ..... 714.06

Delete the title for Subsection 907-799.02 on page 1, and substitute the following.

### **907-799.01.2--Classification and Uses of Concrete.**

Delete numbers 9 through 15 in the classes and general use list on pages 1 & 2, and substitute the following.

- 9) Class F (SCC) – Self Consolidating Concrete for prestressed members.
- 10) Class DS – Concrete for drilled shafts.
- 11) Class FX – Extra Strength concrete for prestressed members, as shown on plans.
- 12) Class FX (SCC) – Extra Strength Self Consolidating concrete for prestressed members, as shown on plans.
- 13) Class PA – Concrete paving.
- 14) Class PO – Concrete for repair of concrete paving.
- 15) Class PP – Concrete for special design requirements.
- 16) Class S – For all seal concrete deposited under water.
- 17) Class WT – Fiber-reinforced concrete pavement.

**907-799.02--Hydraulic Cement Concrete Mixture Design.** Add the following to Table 1 on page 3.

|                       |    |                       |                   |                      |                       |
|-----------------------|----|-----------------------|-------------------|----------------------|-----------------------|
| F <sup>8</sup> (SCC)  | 67 | 0.40                  | 5000              | 28[-4] <sup>12</sup> | See Note <sup>4</sup> |
| FX <sup>8</sup> (SCC) | 67 | As per mixture design | As shown on plans | 28[-4] <sup>12</sup> | See Note <sup>4</sup> |

Delete Note 8 of Table 1 on page 4, and substitute the following.

- <sup>8</sup> Type III, Type IL (HE), or Type III (MS) cement may be used in these Classes of concrete.
- <sup>12</sup> Refers to slump flow in inches. It shall be acquired by ASTM C1611.

**907-799.02.1.1--Portland Cement.** Delete the paragraph in Subsection 907-799.02.1.1 on page 4, and substitute the following.

Portland cement (cement) shall be either Type I or Type II. Type III, Type IL (HE), or Type III (MS), may be used for the production of precast or precast-prestressed concrete members or Classes of concrete with Note 8 in Table 1.

**907-799.02.2--Replacement of Portland Cement or Blended Cement.** Delete Table X on page 5, and substitute the following.

**Table X**  
**Replacement Ranges of Portland Cements and Blended Cements by Fly Ash or Slag Cement**

| Portland Cement or Blended Cement Type | Fly Ash Replacement Range (%)      | Slag Cement Replacement Range (%) |
|----------------------------------------|------------------------------------|-----------------------------------|
| Types I, II, III, and III (MS)         | 20 – 25                            | 45 – 50                           |
| Types IL, IL (MS), and IL (HE)         | 20 – 35                            | 35 – 40                           |
| Types IS and IS (MS)                   | 20 – 25                            | 20 - 25                           |
| Types IP and IP (MS)                   | No replacement combination allowed |                                   |

**907-799.02.4--Exposure to Soluble Sulfates or Seawater.** Delete Table R on page 6, and substitute the following.

**Table R**  
**Cementitious Materials Combinations for Soluble Sulfate Conditions or Seawater**

|                                                                  | Exposure to Moderate Sulfates or Exposure to Seawater                                       | Exposure to Severe Sulfates                                                                 |
|------------------------------------------------------------------|---------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| <b>Water-soluble sulfate (SO<sub>4</sub>) in soil, % by mass</b> | 0.10 – 0.20                                                                                 | 0.20 – 2.00                                                                                 |
| <b>Sulfate (SO<sub>4</sub>) in water, ppm</b>                    | 150 – 1,500                                                                                 | 1,500 – 10,000                                                                              |
| <b>Portland Cement or Blended Cement Types</b>                   | <b>Replacement Ranges by SCMs (%)</b>                                                       |                                                                                             |
| Type I or Type III                                               | 24.5 – 25.0% Class F fly ash, or<br>49.5 – 50.0% Slag cement, or<br>19.5 – 20.0% Metakaolin | 49.5 – 50.0% Slag cement                                                                    |
| Type II or Type III (MS)                                         | See Note 1                                                                                  | 24.5 – 25.0% Class F fly ash, or<br>49.5 – 50.0% Slag cement, or<br>19.5 – 20.0% Metakaolin |
| Type IL or IL (HE)                                               | 24.5 – 35.0% Class F fly ash, or<br>49.5 – 50.0% Slag cement, or<br>19.5 – 20.0% Metakaolin | 49.5 – 50.0% Slag cement                                                                    |

|              |                                                                                             |                                                                                             |
|--------------|---------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| Type IL (MS) | See Note 1                                                                                  | 24.5 – 35.0% Class F fly ash, or<br>49.5 – 50.0% Slag cement, or<br>19.5 – 20.0% Metakaolin |
| Type IS      | 24.5 – 25.0% Class F fly ash, or<br>24.5 – 25.0% Slag cement, or<br>19.5 – 20.0% Metakaolin | 24.5 – 25.0% Class F fly ash, or<br>24.5 – 25.0% Slag cement, or<br>19.5 – 20.0% Metakaolin |
| Type IS (MS) | See Note 1                                                                                  | 24.5 – 25.0% Class F fly ash, or<br>24.5 – 25.0% Slag cement, or<br>19.5 – 20.0% Metakaolin |
| Type IP (MS) | No replacement combination<br>allowed                                                       | Type not allowed                                                                            |

<sup>1</sup> Class F fly ash or slag cement may be added as a replacement for cement as allowed in Subsection 907-799.02.2.

**907-799.03--Proportioning of Hydraulic Cement Concrete Mixture Design.**

**907-799.03.1--Proportioning on the Basis of Previous Field Experience of Trial Mixtures.**

Delete subparagraph (c) on page 7, and substitute the following.

- (c) Consists of 10 consecutive tests, an average of three cylinders per test, tested at 28 days. For concrete categorized as a self-consolidating concrete (SCC) mixture, the test data for the plastic concrete shall include the slump flow data, instead of the slump data, and at least one test to determine the static segregation. For all mixture designs, for each of these tests on the plastic concrete the test data shall meet the acceptance criteria of Subsection 907-804.02.13.1.

**907-799.03.2--Proportioning on the Basis of Laboratory Trial Mixtures.** Add the following to the list of restrictions on page 8.

- (g) For concrete categorized as a SCC mixture, the mixture shall be designed to produce a slump flow within  $\pm 2$  inches of the maximum permitted and a maximum static segregation of 15.0 percent. The concrete shall not be rodded or vibrated during casting the test specimens.
- (h) For concrete categorized as a SCC mixture, test specimens shall be made in accordance with the above listed specifications with the exception that the concrete shall not be rodded or vibrated during casting the test specimens.

**907-799.05--Field Verification of Concrete Mixture Design.** Delete the second and third paragraphs on page 9, and substitute with the following.

The Contractor's Certified Quality Control Technicians shall test each concrete mixture design upon the first placement of the mix. Aggregates and concrete tests during the first placement shall be as follows.

Aggregates

Bulk Specific Gravity

Moisture

Gradation

Concrete

Water Content

Slump or Slump Flow

Air Content

Unit Weight

Yield

Static Segregation

For all Classes of concrete, the mixture shall be verified to yield within 2.0% of the correct volume when all the mix water is added to the batch, either by the batch plant or as ice used to control mixture acceptance temperature. For concrete categorized as a SCC mixture, the mixture shall produce a slump flow within minus four inches (4") of the maximum permitted and a static segregation less than 15.0%.

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-799-1

CODE: (IS)

DATE: 11/21/2023

SUBJECT: Hydraulic Cement Concrete Mixtures

Section 907-799, Hydraulic Cement Concrete Mixtures, is hereby added to and made part of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

## **SECTION 907-799 - HYDRAULIC CEMENT CONCRETE MIXTURES**

### **907-799.01--General.**

**907-799.01.1--Materials.** The materials for hydraulic cement concrete mixtures shall meet the requirements of the following Subsections:

|                                                    |                       |
|----------------------------------------------------|-----------------------|
| Portland Cement .....                              | 701.01 and 701.02     |
| Blended Cement .....                               | 701.01 and 701.04     |
| Fine Aggregate .....                               | 703.02                |
| Coarse Aggregate .....                             | 703.03                |
| Lightweight Aggregate .....                        | 703.19.02             |
| Synthetic Structural Fiber .....                   | 711.04                |
| Admixtures .....                                   | 713.02                |
| Water .....                                        | 714.01.1 and 714.01.2 |
| Fly Ash .....                                      | 714.05                |
| Ground Granulated Blast Furnace Slag (GGBFS) ..... | 714.06                |
| Metakaolin .....                                   | 907-714.09.01         |

**907-799.02--Classification and Uses of Concrete.** The classes and general uses of hydraulic cement concrete (concrete) mixtures are as follows:

- 1) Class AA - Concrete for bridge construction and concrete exposed to seawater.
- 2) Class B - General use, heavily reinforced sections, cast-in-place concrete piles, and conventional concrete piles.
- 3) Class BD - Concrete for bridge decks.
- 4) Class BDX - Extra strength concrete for bridge decks.
- 5) Class BDO - Concrete for bridge deck overlay.
- 6) Class C - Massive sections or lightly reinforced sections.
- 7) Class D - Massive unreinforced sections and riprap.
- 8) Class F - Concrete for prestressed members.
- 9) Class DS - Concrete for drilled shafts.
- 10) Class FX - Extra strength concrete for prestressed members, as shown on plans.
- 11) Class PA - Concrete paving.

- 12) Class PO - Concrete for repair of concrete paving.
- 13) Class PP - Concrete for special design requirements.
- 14) Class S - For all seal concrete deposited under water.
- 15) Class WT - Fiber-reinforced concrete pavement.

**907-799.02--Hydraulic Cement Concrete Mixture Design.** At least 10 working days prior to production of concrete, the Contractor shall submit to the Engineer proposed concrete mixture designs complying with the Department's *Concrete Manual*. Materials shall be from approved sources meeting the requirements of the Standard Specifications. Proportions for the mixture designs shall be for the class concrete required by the plans and shall meet the requirements of the "Master Proportion Table for Hydraulic Cement Concrete Designs" listed in Table 1. The concrete producer shall assign a permanent unique mixture number to each mixture design. Each mixture design shall be field verified as required in Subsection 907-799.03.3. Acceptable field verification data shall be required for final approval of a mixture design.

All concrete mixture designs will be reviewed by the Materials Division prior to use. Concrete mixture designs disapproved will be returned to the Contractor with a statement explaining the disapproval.

If the maturity method is used to estimate the compressive strength for applications such as early opening to traffic or form removal, the Contractor shall also submit compressive strength/maturity documentation developed in accordance with Subsection 804.03.15 for the mixture prior to production of concrete.

If the Contractor chooses to cure the concrete in accordance with the requirements listed under **Length of Time Defined by Development of Compressive Strength** in Subsection 804.03.17, the compressive strength/maturity relationship shall be developed for the mixture design for a minimum of 28 days following the requirements of Subsection 804.03.15. The compressive strength/maturity relationship information shall be submitted with the mixture design information.

**Table 1**  
**MASTER PROPORTION TABLE FOR HYDRAULIC CEMENT CONCRETE DESIGNS**

| Class                            | Required Coarse Aggregate Size No. <sup>7</sup> | Maximum w/cm Ratio    | Specified Compressive Strength ( $f'_c$ ) psi | Maximum Permitted Slump inches <sup>5</sup> | Total Air Content (%) |
|----------------------------------|-------------------------------------------------|-----------------------|-----------------------------------------------|---------------------------------------------|-----------------------|
| <b>AA</b>                        | 57 or 67                                        | 0.45                  | 4000                                          | 8                                           | 3.0-6.0               |
| <b>B</b>                         | 57 or 67                                        | 0.50                  | 3500                                          | 8                                           | 3.0-6.0               |
| <b>BD<sup>2, 3</sup></b>         | 57 or 67                                        | 0.45 <sup>1</sup>     | 4000                                          | 5                                           | 3.0-6.0<br>5.0 8.0    |
| <b>BDX<sup>2, 3</sup></b>        | 57 or 67                                        | 0.45 <sup>1</sup>     | 4500                                          | 5                                           | 3.0-6.0<br>5.0 8.0    |
| <b>BDO<sup>3, 6, 8, 11</sup></b> | 7, 8, or 78                                     | As per mixture design | 2500                                          | 6                                           | 3.0-6.0               |
| <b>C</b>                         | 57 or 67                                        | 0.55                  | 3000                                          | 8                                           | 3.0-6.0               |
| <b>D</b>                         | 57 or 67                                        | 0.70                  | 2000                                          | 8                                           | 3.0-6.0               |
| <b>DS</b>                        | 67                                              | 0.45                  | 4000                                          | 8±1                                         | See Note <sup>4</sup> |
| <b>F<sup>8</sup></b>             | 67                                              | 0.40                  | 5000                                          | 8                                           | See Note <sup>4</sup> |
| <b>FX<sup>8</sup></b>            | 67                                              | As per mixture design | As shown on plans                             | 8                                           | See Note <sup>4</sup> |
| <b>PA</b>                        | 467 or 57 <sup>9</sup>                          | 0.48                  | 3500                                          | 3                                           | 3.0-6.0               |
| <b>PO<sup>8, 11</sup></b>        | 57 or 67                                        | As per mixture design | 3500                                          | 8                                           | 3.0-6.0               |
| <b>PP</b>                        | 57 or 67                                        | 0.45                  | Per Plans                                     | 8                                           | 3.0-6.0               |
| <b>S</b>                         | 57 or 67                                        | 0.45                  | 3000                                          | 8                                           | 3.0-6.0               |
| <b>WT<sup>3, 8, 10, 11</sup></b> | 57 or 67                                        | 0.40                  | 3500                                          | 4                                           | 3.0-6.0               |

<sup>1</sup> For Class BD concrete for bridge decks, the minimum water/cementitious material ratio shall be 0.43 and the maximum cementitious material content shall be 550 pounds per cubic yard.

For Class BDX concrete for bridge decks, the minimum water/cementitious material ratio shall be 0.42 and the maximum cementitious material content shall be 564 pounds per cubic yard.

<sup>2</sup> For bridge decks constructed following the requirements of Subsection 804.03.19.7.3, Subsection 804.03.14.2, and Subsection 804.03.17.2, then the Class BD or Class BDX mixture design shall contain lightweight aggregate (LWA) and have an internal curing water content of 8.0 lbs per 100 lbs of total cementitious materials in the mixture design; mixture designs not containing LWA and the required minimum internal curing water content shall not be used.

<sup>3</sup> An approved synthetic structural fiber shall be incorporated into the mixture at 1.25 times the approved dosage rate. For each additional pound of fibers per cubic yard added in excess

of the requirement stated above, an additional inch of slump will be allowed up to a maximum permitted slump of eight (8) inches.

- <sup>4</sup> Entrained air is not required for Class F, FX, and DS concrete unless exposed to seawater. For concrete not exposed to seawater, the total air content shall not exceed 6.0%. For concrete exposed to seawater, the total air content shall be 3.0-6.0%.
- <sup>5</sup> Except as noted for Class DS concrete, the design slump selected by the Contractor for the mixture design may be less than the maximum permitted slump. The design slump is the maximum acceptance slump for field acceptance in accordance with Subsection 907-804.02.13.1.2. Except as noted for Class DS concrete, minus slump requirements shall meet those set forth in Table 3 of AASHTO M157.
- <sup>6</sup> For Class BDO the mixture design shall include a minimum 564 pounds per cubic yard of cementitious material with a minimum 15 percent fly ash replacement. The specified strength shall be achieved prior to Opening To Traffic.
- <sup>7</sup> Other small coarse aggregate sizes meeting the requirements of Subsection 703.03.2.4 may be used in conjunction with the coarse aggregate sizes listed. Lightweight aggregate (LWA) meeting the requirements of Subsection 703.19.2 may also be used as a partial replacement for fine aggregate.
- <sup>8</sup> Type III or Type III (MS) portland cement may be used in these Classes of concrete.
- <sup>9</sup> The oven-dry coarse aggregate volume per cubic yard of concrete shall be a minimum of 72%.
- <sup>10</sup> The coarse aggregate size requirements shall meet the requirements of Subsection 907-799.02.4.2.
- <sup>11</sup> Non-chloride based accelerating admixtures may be used in these Classes of concrete.

**907-799.02.1--Allowable Hydraulic Cement Types.**

**907-799.02.1.1--Portland Cement.** Portland cement (cement) shall be either Type I or Type II. Type III or Type III (MS) may be used for the production of precast or precast-prestressed concrete members or Classes of concrete with Note 8 in Table 1.

**907-799.02.1.2--Blended Cement.** Blended hydraulic cements (blended cements) shall be of the following types and conform to Subsection 701.04:

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

Blended cement Types IL, IP, and IS meeting the “MS” sulfate resistance requirements listed in AASHTO M 240, Table 3 may also be used.

**907-799.02.2--Replacement of Portland Cement or Blended Cement.** Replacement of portland cement or blended cement shall be on a weight basis. At least 50% by weight of total cementitious material per cubic yard shall be portland cement.

Except as noted for concrete exposed to soluble sulfates or sea water in Subsection 907-799.02.4, the maximum replacement limits of portland cement or blended cement by weight by fly ash and

slag cement shall be in accordance with Table X provided the 50% by weight of total cementitious material per cubic yard of portland cement is maintained.

**Table X**  
**Replacement Ranges of Portland cements and Blended cements**  
**by Fly Ash or Slag Cement**

| Portland cement or<br>Blended cement type | Fly ash replacement<br>range (%)   | Slag cement<br>replacement range (%) |
|-------------------------------------------|------------------------------------|--------------------------------------|
| Types I, II, III, and III<br>(MS)         | 20 - 25                            | 45 - 50                              |
| Types IL and IL (MS)                      | 20 - 35                            | 35 - 40                              |
| Types IS and IS (MS)                      | 20 - 25                            | 20 - 25                              |
| Types IP and IP (MS)                      | No replacement combination allowed |                                      |

Replacement contents below the range minimum in Table X may be used in concrete, but the concrete does not qualify for any special considerations, such as the maximum acceptance temperature for concrete in Subsection 804.02.13.1.5. Special considerations shall only apply for replacement of both portland cement and blended cement by either fly ash or slag cement.

**907-799.02.3--Alkali Content.** The total alkali content for all classes of concrete shall not exceed 4.0 lb per cubic yard based on the alkali contribution from the portland cement. The maximum cement alkali content reported on the cement mill certificate shall be used in this determination. An example calculation can be found in the Department's *Concrete Manual*.

**907-799.02.4--Exposure to Soluble Sulfates or Seawater.** When portland cement or blended cement concrete is exposed to moderate or severe soluble sulfate conditions or to seawater listed, cement types and replacement of cement by Class F fly ash, slag cement, or metakaolin shall be as follows in Table R.

Class C fly ash shall not be used as a replacement for cement in any of the sulfate exposure conditions listed below. Type IP blended cement shall not be used in any of the sulfate exposure conditions listed below.

**Table R**  
**Cementitious Materials Combinations for Soluble Sulfate Conditions or Seawater**

|                                                                  | <b>Exposure to Moderate Sulfates<br/>or Exposure to Seawater</b>                            | <b>Exposure to Severe Sulfates</b>                                                          |
|------------------------------------------------------------------|---------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| <b>Water-soluble sulfate (SO<sub>4</sub>) in soil, % by mass</b> | 0.10 - 0.20                                                                                 | 0.20 - 2.00                                                                                 |
| <b>Sulfate (SO<sub>4</sub>) in water, ppm</b>                    | 150 - 1,500                                                                                 | 1,500 - 10,000                                                                              |
| <b>Portland cement or Blended cement types</b>                   | <b>Replacement Ranges by SCMs (%)</b>                                                       |                                                                                             |
| Type I or Type III                                               | 24.5 - 25.0% Class F fly ash, or<br>49.5 - 50.0% Slag cement, or<br>19.5 - 20.0% Metakaolin | 49.5 - 50.0% Slag cement                                                                    |
| Type II or Type III (MS)                                         | See Note 1                                                                                  | 24.5 - 25.0% Class F fly ash, or<br>49.5 - 50.0% Slag cement, or<br>19.5 - 20.0% Metakaolin |
| Type IL                                                          | 24.5 - 35.0% Class F fly ash, or<br>49.5 - 50.0% Slag cement, or<br>19.5 - 20.0% Metakaolin | 49.5 - 50.0% Slag cement                                                                    |
| Type IL (MS)                                                     | See Note 1                                                                                  | 24.5 - 35.0% Class F fly ash, or<br>49.5 - 50.0% Slag cement, or<br>19.5 - 20.0% Metakaolin |
| Type IS                                                          | 24.5 - 25.0% Class F fly ash, or<br>24.5 - 25.0% Slag cement, or<br>19.5 - 20.0% Metakaolin | 24.5 - 25.0% Class F fly ash, or<br>24.5 - 25.0% Slag cement, or<br>19.5 - 20.0% Metakaolin |
| Type IS (MS)                                                     | See Note 1                                                                                  | 24.5 - 25.0% Class F fly ash, or<br>24.5 - 25.0% Slag cement, or<br>19.5 - 20.0% Metakaolin |
| Type IP (MS)                                                     | No replacement combination allowed                                                          | Type not allowed                                                                            |

<sup>1</sup> Class F fly ash or slag cement may be added as a replacement for cement as allowed in Subsection 907-799.02.2.

**907-799.02.5--Chemical Admixtures.** At least one water-reducing admixture or water-reducing/set-retarding admixture shall be used in all classes of concrete in accordance with the manufacturer's recommended dosage range. Admixtures providing a specific performance characteristic other than those of water reduction or set retardation may be used in accordance with the manufacturer's recommended dosage range. Accelerating admixtures shall not be used unless approved by the State Materials Engineer and as applied to Classes by Note 11 in Table 1. Any combinations of admixtures shall be approved by the Engineer before their use.

**907-799.02.6--Aggregates.**

**907-799.02.6.1--Lightweight Aggregate Requirements for Bridge Decks.** For bridge decks constructed following the requirements of Subsection 804.03.19.7.3, Subsection 804.03.14.2 and Subsection 804.03.17.2, then the Class BD or Class BDX mixture design shall contain LWA meeting the requirements of Subsection 703.19.2 and have an internal curing water content of 8.0 lbs. per 100 lbs. of total cementitious materials in the mixture design; mixture designs not containing LWA and the required minimum internal curing water content shall not be used.

**907-799.02.6.2--Class WT Concrete.** Class WT concrete used in fiber-reinforced concrete pavements with a design thickness greater than or equal to 4 inches, size 57 coarse aggregate shall be used. Class WT concrete used in fiber-reinforced concrete pavements with a design thickness less than 4 inches, size 67 coarse aggregate shall be used.

**907-799.03--Proportioning of Hydraulic Cement Concrete Mixture Design.** Proportioning of hydraulic cement concrete shall be based on an existing mixture of which the producer has field experience and documentation or based on a recently batched laboratory mixture tested according to the required specifications.

**907-799.03.1--Proportioning on the Basis of Previous Field Experience of Trial Mixtures.**

Where a concrete production facility has a record, based on at least 10 consecutive strength tests from at least 10 different batches within the past 12 months from a mixture not previously used on Department projects, the standard deviation shall be calculated. The record of tests from which the standard deviation is calculated shall:

- (a) Represent similar materials and conditions to those expected. Changes in materials and proportions within the test record shall not have been more closely restricted than those for the proposed work.
- (b) Represent concrete produced to meet a specified strength.
- (c) Consist of 10 consecutive tests, average of three cylinders per test, tested at 28 days. For all mixture designs, for each of these tests on the plastic concrete the test data shall meet the acceptance criteria of Subsection 804.02.13.1.

The standard deviation,  $s$ , shall be calculated as:

$$s = \left[ \sum (X_i - \bar{X})^2 \div (N - 1) \right]^{1/2}$$

where:

- $X_i$  = the strength result of an individual test
- $\bar{X}$  = the average of individual tests in the series
- $N$  = number of tests in the series

When the concrete production facility does not have a record of tests for calculation of standard deviation, as required in the above formula, the requirements of Subsection 907-799.03.2 shall govern.

The required average compressive strength ( $f'_{cr}$ ) used as the basis for selection of concrete proportions shall conform to the inequality listed below, while using a standard deviation,  $s$ , calculated as shown above.

$$\bar{X} \geq f'_{cr}$$

where:

$$f'_{cr} = f'_c + 1.43s$$

where:

$f'_c$  = specified compressive strength of concrete, psi

$f'_{cr}$  = required average compressive strength of concrete, psi

$s$  = standard deviation, psi

1.43 represents the Lower Quality Index necessary to assure that 93% of compressive strength tests are above  $f'_c$ .

**907-799.03.2--Proportioning on the Basis of Laboratory Trial Mixtures.** When an acceptable record of field test results is not available, concrete proportions shall be established based on laboratory trial mixtures meeting the following restrictions:

- (a) The combination of materials shall be those intended for use in the proposed work.
- (b) Trial mixtures having proportions and consistencies suitable for the proposed work shall be made using the ACI 211.1 as a guide to proportion the mixture design.
- (c) Trial mixtures shall be designed to produce a slump within  $\pm\frac{3}{4}$  inch of the design slump allowed, and for air-entrained concrete,  $\pm 0.5$  percent of the maximum permitted air content in Table 1 in Subsection 907-799.02. The temperature of freshly mixed concrete in trial mixtures shall be reported.
- (d) For each proposed mixture, at least three compressive test cylinders shall be made and cured in accordance with AASHTO R 39. Each change of water-cement ratio shall be considered a new mixture. The cylinders shall be tested for strength in accordance with AASHTO T 22 and shall be tested at 28 days.
- (e) The required average strength of laboratory trial mixes shall exceed  $f'_c$  by 1200 psi for concrete mixture designs less than 5000 psi and by 1400 psi for concrete mixture designs of 5000 psi or more.
- (f) The laboratory trial batch mixtures shall have been made within the previous 12 months before being submitted for approval and shall not have been previously used on Department projects.

**907-799.04--Documentation of Average Strength.** Documentation that the proposed concrete proportions will produce an average strength equal to or greater than the required average shall consist of the strength test records from field tests or results from laboratory trial mixtures.

**907-799.05--Field Verification of Concrete Mixture Design.** Unless otherwise noted within this Subsection, and except for Class PO, concrete mixture designs will only be tentatively approved pending field verification submission. All concrete placed using a mixture design which has not been acceptably field verified will not be paid for by the Department until field verification is submitted and approved as having been found to meet the requirements in this Subsection and those in the Department's *Concrete Manual*. The requirements for yield, slump, or total air content shall be successfully met within the first three (3) production days. Mixture designs may be transferred to other projects without additional field verification testing if the most recent field verification testing was conducted within the past twelve (12) months. All concrete mixtures will have a complete field verification performed and submitted to the Department's Materials Division every 12 months.

The Contractor's Certified Quality Control Technicians shall test each concrete mixture design upon the first placement of the mixture. Aggregates and concrete tests during the first placement shall be as follows.

| <u>Aggregates</u>     | <u>Concrete</u> |
|-----------------------|-----------------|
| Bulk Specific Gravity | Water Content   |
| Moisture              | Slump           |
| Gradation             | Air Content     |
|                       | Unit Weight     |
|                       | Yield           |

For all Classes of concrete, the mixture shall be verified to yield within 2.0% of the correct volume when all the mix water is added to the batch, either by the batch plant or as ice used to control mixture acceptance temperature.

For all Classes of concrete other than DS, F, and FX, the mixture shall produce a slump within a minus 1½-inch tolerance of the design for mixtures with a design slump of three inches (3") or less or within a minus 2½-inch tolerance of the design for mixtures with a design slump of greater than three inches (3"), and producing a total air content within the allowable air content range in Table 3.

For Class DS, the slump range shall be 8 inches ±1 inch. For Class DS exposed to seawater, the total air content shall be within the allowable air content range in Table 3. For Class DS not exposed to seawater the total air content shall be within the requirements in Table 3.

For Classes F and FX, the slump shall be within a minus 1½-inch tolerance of the design for mixtures with a design slump of three inches (3") or less or within a minus 2½-inch tolerance of the design for mixtures with a design slump of greater than three inches (3"). For Classes F and FX exposed to seawater, the total air content shall be within the allowable air content range in Table 3. For Classes F and FX not exposed to seawater the total air content shall be within the requirements in Table 3.

The mixture shall be adjusted and retested, if necessary, on subsequent placements until the above-mentioned properties are met.

If the requirements for yield, slump, or total air content are not met within the first three (3) production days, subsequent field verification testing shall not be permitted on Department projects, and the mixture design shall not be used until the requirements listed above are met. Any mixture design adjustments, changes in the mixture proportions, are to be made by a Class III Certified Technician representing the Contractor. After the mixture design has been verified and adjustments made, verification test results will be reviewed by the Engineer.

**907-799.05.1--Field Verification and Slump Loss of Class DS Concrete Mixture Designs.**

Prior to placement of Class DS concrete mixture, the Contractor shall provide test results of a slump loss test using approved methods to demonstrate that the mixture meets the four-hour requirement in Subsection 803.03.2.7.1. The Contractor shall notify the Department 48 hours prior to performing the slump loss test. These tests shall be conducted successfully by an approved testing laboratory during the installation of the trial shaft, with personnel from the Department present. As an alternative, the slump loss test can be performed prior to the installation of the trial shaft.

The slump loss test shall be conducted at temperatures and conditions similar to those expected at the job site at the time of the installation of the trial shaft. The sample for the slump loss test shall be from a minimum batch size of four (4) cubic yards of concrete. If the temperature between a successful slump loss test and the installation of the production shaft exceeds 10°F above the concrete temperature, another successful slump loss test shall be performed on the first truckload of concrete as part of the installation of the trial shaft. The requirement to limit the time between the previous slump loss test and an installation of the trial shaft also applies to Class DS concrete mixture designs being transferred from another project. During any shaft installation a slump loss test shall be conducted by the Contractor at the direction of the Engineer from the concrete at the site for verification of slump loss requirements using a sample from a minimum batch size of four cubic yards of concrete.

**907-799.05.2--Field Verification of Class BDO and Class WT Concrete Mixture Designs.**

Prior to mixture design submittal, the Contractor shall perform a field verification on Class BDO and Class WT concrete mixture designs and submit the field verification data and batch ticket information as part of the mixture submittal.

In addition to the requirements in Subsection 907-799.03.3, this documentation must indicate that the mixture achieves the requirements in Table 1 for:

- the compressive strengths required for acceptance within 28 days;
- the compressive strengths required for early opening to traffic within the time specified by the Engineer; and
- if the maturity method is to be used to estimate the compressive strength for early opening to traffic, the strength/maturity relationship shall be verified within 10% of the predicted compressive strength value determined by the maturity curve following the requirements of AASHTO T325 during the field verification.

**907-799.06--Adjustments of Mixtures.** The mixture design may be adjusted by the Class III Certified Technician representing the Contractor in accordance with the allowable revisions listed in paragraph 5.7 of the Department's *Concrete Manual*. Written notification shall be submitted to the Engineer a minimum of seven (7) days prior to any source or brand of material change, aggregate size change, allowable material type change, or decrease in any cementitious material content. Any adjustments of the concrete mixture design shall necessitate repeat of field verification procedure as described in Subsection 907-799.05 and approval by the Engineer.

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SPECIAL PROVISION NO. 907-808-1**

**CODE: (IS)**

**DATE: 11/01/2018**

**SUBJECT: Joint Repair**

Section 808, Joint Repair, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

**907-808.04--Method of Measurement.** Delete the paragraph in Subsection 808.04 on page 1009, and substitute the following.

When a pay item is included in the plans, joint repair will be measured by the linear foot and mortar mix will be measured by the gallon. The volume of measurement for the epoxy/sand mortar mix will be determined from the summation of the volumes of the epoxy components and the volume of sand will not be measured for payment.

**907-808.05--Basis of Payment.** Delete the paragraph in Subsection 808.05 on page 1009, and substitute the following.

When a pay item is included in the plans, joint repair, measured as prescribed above, will be paid for at the contract unit price per linear foot, which price shall be full compensation for furnishing and placing all materials, labor, tools, equipment, and all incidentals necessary to complete the work.

When a pay item is included in the plans, mortar mix, measured as prescribed above, will be paid for at the contract unit price per gallon, which price shall be full compensation for furnishing all materials including sand and forming materials, and all incidentals necessary to complete the work. No payment will be made for the sand used in the epoxy mortar mix.

The price bid for each item of work shall include the cost of continuous maintenance of traffic and protective services as required by the Department's Traffic Control Plan. This shall include all required individual traffic control devices.

Payment will be made under:

907-808-A: Joint Repair - per linear foot

907-808-B: Mortar Mix - per gallon

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS NO. 907-823-8

CODE: (SP)

DATE: 08/06/2024

SUBJECT: Preformed Joint Seal

Section 907-823, Preformed Joint Seal, is hereby added to and becomes a part of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

### **SECTION 907-823--PREFORMED JOINT SEAL**

**907-823.01--Description.** This work consists of furnishing and installing preformed joint seals in accordance with these specifications and the details shown in the Plans or drawings provided.

**907-823.02--Materials.** The Contractor shall furnish a manufacturer's certification stating that the material used meets the requirements of this specification.

The preformed joint seal shall be one of the following, or an approved equal. The size of the seal, Type I, Type II, or Type III shall be determined based on the size of the joint opening, as detailed in the Plans or drawings provided. It is the Contractor's responsibility to ensure that the size selected is appropriate for the width of the joint. Type I shall be used for joint openings less than two inches (2"). Type II shall be used for joint openings greater than two inches (2"), with the maximum joint opening being two and one-half inches (2½"). Type III shall be used for joint openings greater than two and one-half inch (2½"), with the maximum joint opening being three and one-half inch (3½"). In cases where the joint opening (design width "A" plus seat widths on both sides of the joint opening) is greater than four inches (4"), another type of expansion material shall be required as directed by the Director of Structures, State Bridge Engineer.

1. Silicoflex Joint Sealing System  
Manufactured by R.J. Watson, Inc. in Alden, NY  
[www.rjwatson.com](http://www.rjwatson.com)
2. Wabo®SPS Joint System  
Manufactured by Watson Bowman Acme Corporation in Amherst, NY  
[www.wbacorp.com](http://www.wbacorp.com)
3. Silspec SSS Silicone Strip Seal  
Manufactured by SSI Commercial & Highway Construction Materials in Tulsa, OK  
[www.ssicm.com](http://www.ssicm.com)

**907-823.03--Construction Methods.** Preformed joint seals shall be installed in accordance with the manufacturer's recommendations. The material shall seal the deck surface, gutters, and curbs to prevent moisture or other contaminants from leaking through the joints. The joint seal shall be installed in such a manner that the top surface of the material is within the minimum and maximum depths below the roadway or bridge surface recommended by the manufacturer.

Saw cutting for the joint repair shall be accomplished by sawing at the locations and depth shown on the joint repair detail sheets in the plans or in the contract documents. Saw cuts shall be as near vertical as possible at the saw line of the repair area. The saw cut depth shall be equivalent to the installation depth required by the manufacturer's specifications, and the type specified shall be the same as the type specified for preformed joint seal.

**907-823.04--Method of Measurement.** Preformed joint seal of the type specified will be measured in linear feet along the length of the centerline joint.

Saw cuts of the type specified will be measured by the linear foot along the length of the bridge deck on each side of the centerline joint.

**907-823.05--Basis of Payment.** Preformed joint seal, measured as prescribed above, will be paid for at the contract unit price per linear foot, which shall be full compensation for furnishing all labor, equipment, tools, materials, and incidentals necessary to complete the work.

Saw cuts, measured as prescribed above, will be paid for at the contract unit price per linear foot, which shall be full compensation for furnishing all labor, equipment, tools, materials, and incidentals necessary to complete the work.

Payment will be made under:

907-823-A: Preformed Joint Seal, Type \_\_\_\_ - per linear foot

907-823-B: Saw Cut, Type \_\_\_\_\_ - per linear foot

NOTES ON ASSOCIATED ITEMS OF WORK:  
907-808-A002 JOINT REPAIR

**Description:**

Shall Include The Work Necessary To Repair Joints In Preparation For The Placement Of New Expansion Material As Designated In The Detail Drawings Provided. Epoxy Mortar Shall Also Be Included Under This Item Of Work. Removal Of Existing Sealant From The Joint Shall Be Performed And Materials Will Not Be Paid For Directly, And Shall Be Considered As Disposed Under This Item Of Work. Removal Of Joint Materials And Any Trash And Debris (Including But Not Limited To Compacted Soil) Generated During Excavation Of Work Shall Be Paid For Separately Under A Different Item Of Work. All Other Provisions Of Section 808 OF THE SPECIFICATIONS AND ANY OTHER SECTIONS Specified Therein.

**Basis Of Payment:**

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

**907-808-4003 JOINT REPAIR WITHOUT EPOXY**

**Description:**

Shall Include The Work Necessary To Repair Joints In Preparation For The Placement Of New Expansion Material, As Designated In The Detail Drawings Provided. Removal Of Existing Silicone Sealed, Compression, And AC Sealed Joint Materials Shall Be Included Under This Item Of Work. Removal Of Sealant From The Joint Shall Be Performed And Materials Will Not Be Paid For Directly, And Shall Be Considered As Disposed Under This Item Of Work. Removal Of Joint Materials And Any Trash And Debris (Including But Not Limited To Compacted Soil) Generated During Excavation Of Work Shall Be Paid For Separately Under A Different Item Of Work. All Other Requirements Shall Be In Accordance With The Applicable Provisions Of Section 808 OF THE SPECIFICATIONS AND ANY OTHER SECTIONS Specified Therein.

**Basis Of Payment:**

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

**907-823-4001 SAW CUT TYPE I  
907-823-4002 SAW CUT TYPE II  
907-823-4003 SAW CUT TYPE III**

**Description:**

The Saw Cut Depth Shall Be Equivalent To The Installation Depth As Indicated On The Manufacturer's Specifications. The Saw Cut Depth Type Shall Be The Same As The Preferred Joint Seal Selected. The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Bridge Deck On Each Side Of The Centerline Joint. The Contractor Shall Be Responsible To Ensure That The Proper Depth Is Selected Based On The Manufacturer's Recommendations.

**Basis Of Payment:**

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

**Description:**

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

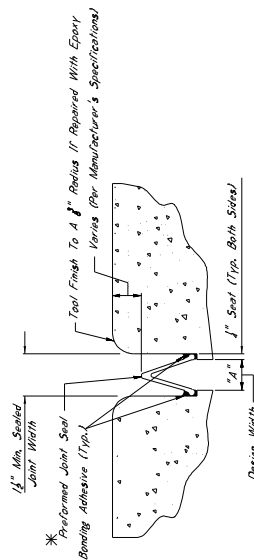
**Basis Of Payment:**

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

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

GENERAL NOTES:

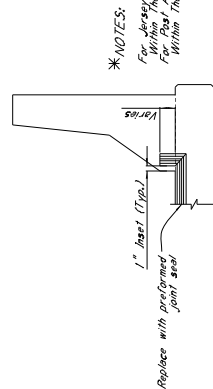
1. *Specifications: Mississippi Standard Specifications For Road And Bridge Construction, 2017.*
2. *No Change Of Plans Will Be Permitted Except By Written Approval Of The Director Of Structures, State Bridge Engineers.*
3. *Minor Changes To Detail Of Bridge Or Construction Procedures Will Not Be Cause For Change Order. Substantial Changes Will Not Be Cause For Change Order. Additional Work For Which No Pay Item Is Provided In The Proposal Will Not Be Cause For Directly And Shall Therefore Be Considered An Absorbed Item Of Work.*



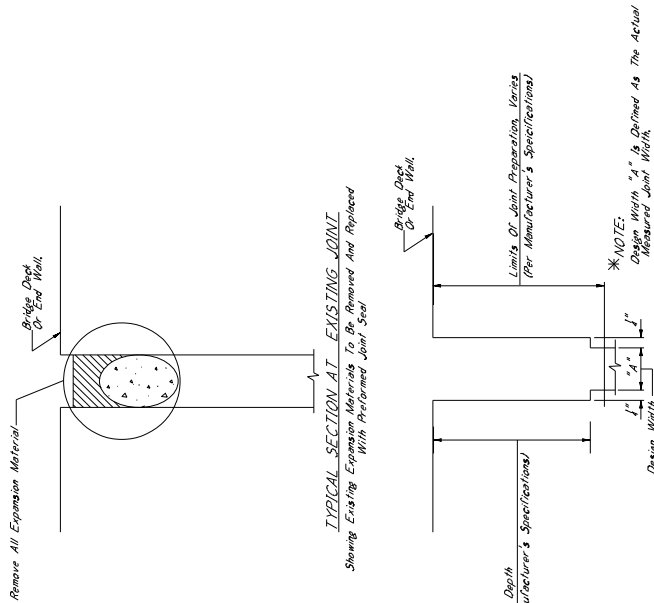
TYPICAL SECTION AT SAWCUT & SEALED JOINT

Showing Sealed Joint After Sawcut

- \*NOTES:
1. The Performance Joint Seal Shall Be One Of The Following, Installed According To The Manufacturer's Specifications:
    - A. Silcoflex Joint Sealing System Manufactured By R.L. Watson, Inc. In Allen, NY  
[www.rlwatson.com](http://www.rlwatson.com)
    - B. Welo SPS Joint System Manufactured By Welson Boman Acme Corporation In Amherst, NY  
[www.welconny.com](http://www.welconny.com)
    - C. Silicone Strip Seal Sold By CSI Commercial & Highway Construction Materials  
[www.sss.com](http://www.sss.com)
  2. For Estimating Purposes, The R.L. Watson Silcoflex Joint Sealing System Was Specified. However, Should Another Supplier Be Chosen, It Is The Contractor's Responsibility To Ensure That The Manufacturer's Recommendations Are Followed And Any Other Variances Between The Specifications Provided By The Manufacturer, A Manufacturer Representative Shall Be Present At The Time Joint Sealing Begins.
  3. Joints Shall Be Sealed All Their Depth Within Dimension "A," Which Is Defined As The Actual Width Of The Joint Opening. This Width Does Not Account For The Seal Required On Both Sides Of The Joint. The Performance Joint Seal Type To Shall Be Per Design Widths Greater Than Or Equal To The Maximum Design Width Being Used. Type III Shall Be Used For Design Widths Greater Than 6" But Are Greater Than 2" And Shall Be Applied Along Extension Around Seal As Required As Directed By The Director Of Structures, State Bridge Engineer. The Seal Width Of The Joint Shall Be Determined To Ensure That The Seal Selected Is Appropriate For The Width Of The Joint.



ELEVATION AT END OF SPAN



TYPICAL SECTION AT JOINT AFTER REMOVAL OF EXISTING SEAL AND SAWCUT

### Showing Limits of Joint Generation For Application Of New Joint



TYPICAL SECTION AT SAWCUT & JOINT REPAIR

Showing Area Where Repairs Are Made After Sawcut,

S.P. No. 907-823-8 -- Cont'd.

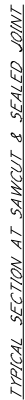
## 159

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

*Removal Of The Concrete Blockout Area Shall Be Considered An Absorbed Item Of Work Under Pay Item 202-B169. The Contractor Shall Use A Hammer No Larger Than 30 Lbs To Complete This Work.*



### Preparation For Seal Materials



*Showing Sealed Joint After Sawcut And Repair With Elastomeric Concrete*

1. The Preformed Joint Seal Shall Be One Of The Following, Installed According To The

- A. Silcolite Joint Sealing System**  
Manufactured by R-L Watson, Inc. In Alden, NY  
[www.rlwatson.com](http://www.rlwatson.com)
- B. Welo SPS Joint System**  
Manufactured by Watson Bowman Acme Corporation In Amherst, NY  
[www.wbaco.com](http://www.wbaco.com)
- C. Sikapac SSS Silicone Strip Seal**  
Manufactured by Sika Commercial & Highway Construction Materials

- [illegible]



*For Jersey Shape Barriers, The Minimum Required Vertical Joint Seal Dimension Within The Barrier Is 3".  
For Posi' And Beam Barriers, The Minimum Required Vertical Joint Seal Dimension Within The Barrier Is 6".*

ELEVATION AT END OF SPAN

*Where Repairs Are Made After Sawcut  
With Elastomeric Concrete*

202-8169 REMOVAL OF EXISTING JOINT MATERIAL

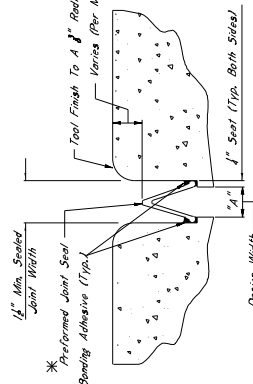
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><i>Description:</i></p> <p>Shell Including The Removal Of Material Associated With Armor, Including Hair, And Negrosine Epoxym Joints, As Designated In The Detail Drawings Provided. The Concrete Shearout Area Shall Be Incorporated Under The Item Of Work Unless Otherwise Directed By The Engineer. Removal Of Joint Material And Any Trash And Debris Encountering Shall Not Be Considered. The Joint Shall Be Incorporated As Any Other Concrete. The Joint Shall Be Incorporated Under This Item Of Work.</p> | <p><i>Base of Payment:</i></p> <p>Removal Of Armor And Stripping Plastic Joint Material Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Bridge Deck On Each Side Of The Contracting Joint, While Removal Of Negrosine Joint Material Will Be Paid For As The Length Along The Contracting Of The Joint.</p> |
| <p>907-823-9021<br/>907-823-9022<br/>907-823-9023</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <p>SAW CUT TYPE I<br/>SAW CUT TYPE II<br/>SAW CUT TYPE III</p>                                                                                                                                                                                                                                                                                 |
| <p><i>Description:</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <p>The Saw Cut Depth Shall Be Equivalent To The Installation Depth As Indicated On The Detail Drawings Provided. The Type Shall Be The Same As The Performer Joint Seal Selected.</p>                                                                                                                                                          |
| <p><i>Base of Payment:</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <p>The Associated Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Bridge Deck On Each Side Of The Contracting Joint.</p>                                                                                                                                                                         |
| <p>907-823-4001<br/>907-823-4002<br/>907-823-4003</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <p>PREFORMED JOINT SEAL TYPE I<br/>PREFORMED JOINT SEAL TYPE II<br/>PREFORMED JOINT SEAL TYPE III</p>                                                                                                                                                                                                                                          |
| <p><i>Description:</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <p>Shell Includes The Manufacturer's Required Joint Preparation Including Sandblasting Both Sides Of The Joint and Blowing The Joint Free Of Debris With Compressed Air And Placement Of The New Pre-Formed Joint Seal</p>                                                                                                                     |
| <p><i>Base of Payment:</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <p>The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Contracting Joint.</p>                                                                                                                                                                                                           |
| <p>907-824-49007</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <p>BRIDGE REPAIR ELASTOMERIC CONCRETE</p>                                                                                                                                                                                                                                                                                                      |
| <p><i>Description:</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <p>Elastomeric Concrete Shall Be One Of The Following Products, Installed According To The Manufacturer's Specifications:</p>                                                                                                                                                                                                                  |
| <p>A.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <p>Poly-Tren Elastomeric Concrete<br/>Manufactured By B. L. Davidson, Inc. In Akron, NY<br/><a href="http://www.jelastom.com">www.jelastom.com</a></p>                                                                                                                                                                                         |
| <p>B.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <p>Wick-Crete II<br/>Manufactured By Watson Bowman Acme Corporation In Ambac, NY<br/><a href="http://www.wbscorp.com">www.wbscorp.com</a></p>                                                                                                                                                                                                  |
| <p>C.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <p>Dakrete Elastomeric Concrete<br/>Manufactured By The U.S. Brown Company In North Baltimore, OH<br/><a href="http://www.dakroam.com">www.dakroam.com</a></p>                                                                                                                                                                                 |
| <p><i>Base of Payment:</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <p>The Accepted Quantities Will Be Paid For In Cubic Yards At The Contract Unit Price.</p>                                                                                                                                                                                                                                                     |

1. *Specifications: Mississippi Standard Specifications For Road And Bridge Construction 2011, Limited Except By Written Agreement Of Plans.*
2. *No Change Of Plans Will Be Permitted Except By Written Agreement Of Plans.*
3. *Minor Changes To Detail Of Bridge Structure, Bridge Engineer, Will Be Authorized By Detail Of Bridge Construction Requirements. Major Changes To Detail Of Bridge Engineer Provided Such Changes Will Not Be Cause For Contract Price Adjustment. Work For Which No Pay Item Is Provided In The Proposal Will Not Be Paid For Directly And Shall Therefore Be Considered An Absorbed Item Of Work.*

SP. No. 907-823-8 -- Cont'd.

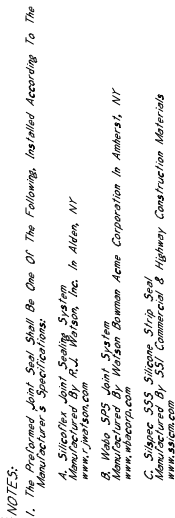
## \* CONCRETE REMOVAL BLOCKOUT NOTES

\* **CONCRETE REMOVAL BLOCKOUT NOTES**  
Removal Of The Concrete Blockout Area  
Shall Be Considered An Absorbed Item Of  
Work Under Pay Item 202-8169. The  
Contractor Shall Use A Hammer No Larger  
Than 30 LBS To Complete This Work.



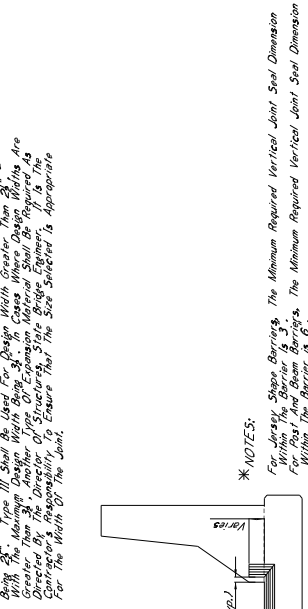
## Expansion Device To Be Removed And Replaced With Preformed Joint Seal Can Remain

*Expansion Device To Be Removed And Replaced  
With Preformed Joint Seal*



### Showing Limits Of Joint Preparation For Application Of New Joint

### Seal Materials



Showing Area Where Repairs Are Made After Sawcut  
With Elastomeric Concrete

## 202-B169 REMOVAL OF EXISTING JOINT MATERIAL

| 202-8169 | REMOVAL OF EXISTING JOINT MATERIAL | Description: | Shall Include The Removal Of Mate |
|----------|------------------------------------|--------------|-----------------------------------|
|          |                                    |              |                                   |

*Description:*

**Description:**

Shall include The Removal Of Material Associated With Assembling, Storing, Filling, And Negatives Expansion Joints, Disaggregating The Detail Drawings Provided, Removal Of Old Material, Cleaning, Patching, And Sealing The Joints, If Not Done At Other Joint Times Shall Not Be Incurred By The Contractor Under This Item Of Work Unless Otherwise Directed By The Engineer, Removal Of Joint Material And Any Trash And Debris (Including But Not Limited To Compacted Old Concrete) Shall Be Incorporated Into The Item Of Work. The Contractor Shall Be Incurred Upon This Item Of Work.

**Basis Of Payment:**

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

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

*Description:*

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

*Basis of Payment:*

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

907-823-A001 PREFORMED JOINT S  
907-823-A002 PREFORMED JOINT S  
907-823-A003 PREFORMED JOINT S

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

*Shell Includes The Manufacturer's Required Joint Preparation Including Sandblasting Both Sides Of The Joint And Blowing The Joint Free Of Debris With Compressed Air And Placement Of The New Preformed Joint Seal*

*Basis Of Payment:*

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

907-824-PP007 BRIDGE REPAIR, ELASTOMERIC CONCRETE

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

#### A. Poly-Tron Elastomeric Concrete

B.

B. WaboCrete II  
Manufactured By Watson Bowman Acme Corporation In Amherst, NY  
[www.wabocorp.com](http://www.wabocorp.com)

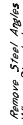
6

*C. Delcrete Elastomeric Concrete  
Manufactured By The D.S. Brown Company In North Baltimore, OH  
[www.dsbrown.com](http://www.dsbrown.com)*

1. *Specifications: Mississippi Standard Specifications For Road And Bridge Construction, 2011.*
2. *No Change Of Contract Will Be Permitted Except By Written Approval Of The Engineer, State Bridge Engineer. Any Changes To Detail Or Design Of Construction Elements Approved By The Engineer For Construction Of The Project Will Not Be Cause For Contract Price Adjustment.*
3. *Work For Which No Pay Item Is Provided In The Proposal Will Not Be Paid For Directly, And Shall Therefore Be Considered An Absorbed Item of Work.*

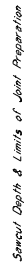
## \* CONCRETE REMOVAL BLOCKOUT NOTES

Removal Of The Concrete Blackout Area  
Shall Be Considered An Absorbed Item Of  
Work Under Pay Item 202-B169. The  
Contractor Shall Use A Hammer No Larger  
Than 30 Lbs To Complete This Work.



TYPICAL SECTION AT SAWCUT & SEALED JOINT

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



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

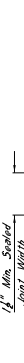
## TYPICAL SECTION AT JOINT AFTER REMOVAL OF EXISTING SEAL

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



## TYPICAL SECTION AT SAWCUT &amp; JOINT REPAIR

*Showing Area Where Repairs Are Made After Sawcut With Elastomeric Concrete*



TYPICAL SECTION AT SAWCUT & SEALED JOINT

1. The Preformed Joint Seal Shall Be One Of The Following, Installed According To The

- #### A. Silicoflex Joint Sealing System

2. For Estimating Purposes. The RJ Watson Silicaflex Joint Sealing System

## ELASTOMERIC CONCRETE NOTES

**907-824-9907 BRIDGE REPAIR, ELASTOMERIC CONCRETE**

- #### A. Poly-Tron Elastomeric Concrete

*Basis of Payment: The Accepted Quantities Will Be Paid For In Cubic Yards For*

GENERAL NOTES:

- ### 1. Specifications: Mississippi Standard Specifications For Road

\*NOTES.

For Jersey Shape Barriers, The Minimum Required Vertical Joint Seal Dimension Within The Barrier Is 3".  
For Post And Beam Barriers, The Minimum Required Vertical Joint Seal Dimension Within The Barrier Is 6".

ELEVATION AT END OF SPAN



Remove Nut & Washers  
Grind Bar Flush With  
Concrete As Directed.

Remove Expansion Joint Material

*TYPICAL SECTION AT EXISTING JOINT  
Showing Existing Expansion Device To Be Removed And Replaced  
With Pre-formed Joint Seal.*

Depth (Per Manufacturer's Specifications) 1" Sear (Typ. Both Sides) "A"

- Only  Width
- TYPICAL SECTION AT JOINT AFTER REMOVAL OF EXISTING SEAL
- Showing Limits of Joint Preparation for Application of New Joint Seal Material
- \*NOTE: Depth  $s_1$  is defined as measured joint width.



## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-824-4

CODE: (SP)

DATE: 09/09/2025

SUBJECT: Routine Bridge Repair

Section 907-824, Routine Bridge Repair, is hereby added to and made a part of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

### **SECTION 907-824 – ROUTINE BRIDGE REPAIR**

**907-824.01--Description.** This work shall consist of constructing and installing routine bridge repair items including General Epoxy Repair, Bi-directional or Uni-directional Fiber Reinforced Polymer (FRP) Wrap, Cap Cleaning, Bearing Replacements, Epoxy Injection, and Encapsulated Field Painting in accordance with the details on the plans, and the requirements set out herein.

Minor changes in detail of design or construction procedure may be authorized by the Director of Structures, State Bridge Engineer provided such changes will not be cause for contract price adjustment.

It shall be the responsibility of the Contractor to protect the existing structure from damage which might occur during construction. The Contractor shall replace or repair, as directed by the Engineer, any structures damaged by the Contractor during the life of the contract. No payment will be made for replacement or repair of damaged items.

All details are based on the dimensions shown on the original plans for the existing structure. The Contractor shall be responsible for adjusting the elements of the new construction to ensure a proper fit with the existing structure. The Contractor shall verify all dimensions of the existing structure prior to beginning work.

During construction, care shall be exercised to ensure that no debris falls into the crossing below the structure. All debris, including any material that has accumulated on the bridge deck or caps, shall become the property of the Contractor and shall be removed from the construction site and disposed of properly.

For additional information and details, see work related items below and on the standard drawings. At the Contractor's request, Bridge Division will provide a complete set of As-Built plans for the existing bridge.

### **907-824.02--Materials.**

**907-824.02.1--General Epoxy Repair.** Materials for general epoxy repair shall be as follows or a material approved by the Director of Structures, State Bridge Engineer.

Epoxy Resin. Resin shall be selected from the MDOT Approved Products List and meet the requirements of ASTM C881, Type I, Grade 2, Class C.

Silica Sand. The materials shall be bagged general purpose cleaning sand.

Epoxy Mortar Mix. The epoxy mortar mix shall consist of part liquid epoxy and part clean dry sand mixed in the ratio recommended by the Manufacturer.

**907-824.02.2--FRP Wrap.** FRP wrap shall be one of the following products, or an approved equal, and shall be applied according to the Manufacturer's recommendations:

- "FRP Wrap" as manufactured by Fyfe Co. LLC, [www.aegion.com/about/our-brands/fyfe](http://www.aegion.com/about/our-brands/fyfe)
- "FRP Wrap" as manufactured by BASF Building Systems LLC, [www.master-builders-solutions.basf.us](http://www.master-builders-solutions.basf.us)
- "FRP Wrap" as manufactured by Sikawrap Inc. [www.usa.sika.com](http://www.usa.sika.com)
- "FRP Wrap" as manufactured by MAPEI Corp., [www.mapei.com/us/en-us/](http://www.mapei.com/us/en-us/)

**907-824.03--Construction Requirements.**

**907-824.03.1--General Epoxy Repair.** Epoxy repair under this pay item is for general concrete spall repairs, and shall be bid such that the item may be increased, decreased or eliminated as directed by the Project Engineer. All epoxy repairs shall be performed in accordance with the details shown on the Drawings and in accordance with the notes herein. Repair concrete spalled areas on the bridge as directed by the Project Engineer and the locations listed in the plans using epoxy mortar. The Contractor shall determine the depth of reinforcement prior to any saw cutting. Spalled areas where pack rust has developed around or on reinforcement shall be blasted clean prior to repairing the spalled location. All areas of the bridge repaired with epoxy mortar shall be restored to the original dimensions as shown in the information plans, unless noted otherwise.

A Representative of the epoxy manufacturer must be present for sufficient time to ensure that the Contractor is properly schooled in the use of the epoxy material.

Prior to placement of the mortar mix, the prepared surface shall be lightly primed with neat epoxy.

Acetone alcohol may be used to clean and lubricate trowels.

Curing time shall be in accordance with the Manufacturer's recommendations.

**907-824.03.2--FRP Wrap.** After all spalled locations on the bent caps, beams or piling are repaired, the repair locations on all bent caps shall be wrapped with FRP wrap in accordance with the notes below and the drawings.

FRP wrap shall be applied to bent caps, beams or piling as designated in the plans. FRP wrap shall be either bi-directional or uni-directional.

The Contractor shall furnish all submittals indicating the materials, tools, equipment, transportation, necessary storage, labor, installation plan and supervision required for the application of the composite or polymer system to the Director of Structures, State Bridge Engineer through the Project Engineer prior to construction. Products shall be stored according the manufacturer's requirements and shall avoid contact with moisture, dust and chemical exposure. All FRP composite systems shall be proprietary systems consisting of all associated fiber reinforcement and polymer adhesives/resins. FRP composites consisting of fiber reinforcement and polymers provided by more than one manufacturer are not allowed. The FRP composite system shall utilize carbon fiber reinforcement as the primary fiber material (primary structural component). The FRP system shall be top coated with a coating approved by the FRP system supplier. The coating color shall be selected by the Project Engineer.

FRP wraps shall not be installed when the ambient temperature is below 40°F or above 130°F. In cold conditions, auxiliary heat may be applied to raise the ambient temperature to a suitable level. Clean heat sources shall be utilized for this purpose (e.g., electric or propane) that do not contaminate the substrate with carbonation.

FRP wraps shall not be installed when surface moisture is present on the substrate or when rainfall or condensation is anticipated in the work areas. If water leakage exists through cracks or concrete joints, water flow shall be stopped prior to FRP installation. Resins (including primers and fillers) shall be mixed according to the FRP system manufacturer's installation instructions. All resin components shall be at a proper temperature and mixed in the manufacturer's prescribed mix ratio until there is a uniform and complete mixing of components.

Resin components are often contrasting colors, so full mixing is achieved when color streaks are eliminated. Resins should be mixed for the Manufacturer's prescribed mixing time and visually inspected for uniformity of color. A representative of the FRP wrap manufacturer must be present for sufficient time to assure that the Contractor is properly schooled in the installation of FRP wrap. Prior to installation of FRP wraps, the Contractor shall repair concrete spall areas in accordance with general epoxy repair notes herein and the details in the plans. The fibrous reinforcement system shall have a minimum tensile force as shown in the plan details. The direction of the fiber wrap shall be in the direction shown on the Contract Plans.

In addition to the Manufacturer's requirements, the Contractor shall ensure the structural and durability of the reinforced fiber wrap system by meeting the following acceptance guidelines:

Small delaminations, less than two inches (2") each, are permissible as long as the delaminated area is less than 5% of the total laminate area and there are no more than 10 such delamination per 10 feet.

Large delaminations, greater than 25 inches, can affect the performance of the installed system and shall be repaired by selectively cutting away the affected sheet and applying an overlapping sheet patch of equivalent piles. Delaminations less than 25 inches may be repaired by ply replacement.

The Contractor shall submit an FRP repair procedure to the Project Engineer for review and approval by the Director of Structures, State Bridge Engineer. This must be performed prior to repairing and delaminated areas.

**907-824.03.3--Cap Cleaning.** The caps at every bent shall be cleaned to the satisfaction of the Project Engineer after all other work has been done. All large debris shall be removed by hand while other debris, including but not limited to dirt and rust, shall be removed by pressure washing the bent caps. The pressure washer shall be able to maintain 3,500 psi of pressure. Prior to construction, the Contractor shall submit a proposed containment plan to the Project Engineer for approval by the Director of Structures, State Bridge Engineer.

**907-824.03.4--Bearing Replacements.** All bearings should be removed and replaced according to Bearing Assembly Details. All structural steel shall conform to ASTM A709, Grade 50. All steel shall be new. Extreme care shall be exercised in removing the existing bearing plates that are welded to the anchor plates embedded in the prestressed beams. Existing anchor bolts shall be ground to 1/4" below the concrete surface and grouted with epoxy mortar.

The bottom of the existing anchor plates shall be finished smooth to accommodate the new steel plates and painted with approved encapsulating paint. All pack rust and scale within the designated areas shall be removed by using small hand tools, mechanical process, or needle gun. All areas required to be painted containing grease films after the initial cleaning shall be cleaned with a biodegradable solvent. All debris removed from the existing structure shall become property of the Contractor and shall be disposed of properly. The Contractor shall provide technical data for the proposed encapsulating paint to be used on this project to the Project Engineer for approval by the Director of Structures, State Bridge Engineer. New paint shall be applied by hand, with either a brush or roller.

The new steel plates shall be cleaned and then painted with one shop coat of inorganic zinc, one field intermediate coat of acrylic latex, and one field top coat of acrylic latex per Section 814 of the Standard Specifications. Painting of new steel plates and existing anchor plates shall not be measured for separate pay and all costs shall be included in the price bid for Bearing Replacement.

Prior to any construction or fabrication, the Contractor shall comply with the submittal requirements listed in the bearing replacement details. The Contractor shall be responsible for adjusting the elements of the new construction to ensure a proper fit with the existing structure.

The Contractor shall provide adequate bracing and jacking arrangements as required to replace the existing bearings. The beam end shall only be raised to 1/4" from its original position. Traffic shall be maintained on the bridge during the duration of the repair.

The Contractor shall employ the service of a Mississippi Registered Professional Engineer who is knowledgeable in the field of Bridge Design. A complete set of bracing and jacking arrangement plans along with design calculations shall be submitted to the Director of Structures, State Bridge Engineer through the Project Engineer for review prior to construction and shall bear the design Engineer's seal.

Jacks shall be coupled to a common manifold. Jacking point shall be under the bottom flange of the beam at the bent and no jacking points will be allowed under any diaphragm or bay. After the beam is raised into position, temporary blocking shall be provided to secure the beam in this position while work is being performed. Temporary blocking points shall be under the bottom flange of the beam at the bent and no temporary blocking will be allowed under any diaphragm or bay.

Any damage to the bridge resulting from uneven or improper jacking shall be repaired by the Contractor at no additional cost to the State.

**907-824.03.5--Epoxy Injection.** All cracks greater than 1/32" shall be injected with an approved epoxy resin adhesive of the gel type. Prior to injecting any cracks, the crack shall be cleaned with a high velocity filtered air jet.

A representative of the epoxy manufacturer shall be present for sufficient time to ensure that the Contractor is properly schooled in the use of the epoxy material. Epoxy resin adhesive shall be installed in strict accordance with the manufacturer recommendations. Curing time shall be in accordance with manufacturer's recommendations. After epoxy injection is complete, all injection ports shall be removed.

**907-824.03.6--Encapsulating Field Painting.** The Contractor should be aware that the existing paint on the steel structure may contain lead.

Prior to construction, the Contractor shall submit a Temporary Containment Plan for the removal of the existing paint and rust from the designated repair areas to the Project Engineer for approval by the Director of Structures, State Bridge Engineer. Also, the Contractor shall submit a Temporary Containment Plan for painting the designated repair areas.

All pack rust and scale within the designated areas shall be removed by using small hand tools, mechanical process, or needle gun. All areas required to be painted containing grease films after the initial cleaning shall be cleaned with a biodegradable solvent. Existing paint shall be roughened to ensure the new paint will adhere to the existing painted surface. All debris and paint removed from the existing structure shall become the property of the Contractor and shall be disposed of properly.

All exposed steel surfaces in the repair areas shall be painted with an encapsulating paint designed to encapsulate lead-based paints, and applied according to the manufacturer's recommendations. This will include but is not limited to: existing bearings, beams, and diaphragm assemblies, etc.

The Contractor shall provide technical data for the proposed encapsulating paint to be used on this project to the Project Engineer for approval by the Director of Structures, State Bridge Engineer.

New paint shall be applied by hand with brush or roller.

**907-824.04--Method of Measurement.** Epoxy Repair, completed in accordance with the plans and specifications, will be measured per square foot. All items of work related to epoxy repair shall be included in the square foot unit price.

FRP Wrap, Bi-directional and Uni-directional, completed in accordance with the plans and specifications, will be measured per linear foot or square foot.

Cap Cleaning, completed in accordance with the plans and specifications, will be measured per each.

Bearing Replacements, completed in accordance with the plans and specifications, will be measured per each.

Epoxy injection, complete in accordance with the plans and specifications, will be measured by the linear foot.

Encapsulating Field Painting, complete in accordance with the plans and specifications, will be measured by the square foot.

**907-824.05--Basis of Payment.** Epoxy Repair, measured as prescribed above, will be paid for at the contract unit price per square foot, which price shall be full compensation for materials, labor, equipment, and incidentals necessary to complete the work.

FRP Wrap, Bi-directional and Uni-directional, measured as prescribed above, will be paid for at the contract unit price per linear foot or square foot, which price shall be full compensation for all labor, materials, surface preparation, and incidentals associated with the installation of FRP wraps, including epoxy mortar repairs, necessary to complete the work.

Cap Cleaning, measured as prescribed above, will be paid for at the contract unit price per each, which price shall be full compensation for all materials, labor, equipment and incidentals necessary to complete the work.

Bearing Replacements, measured as prescribed above, will be paid for at the contract unit price per each, which price shall be full compensation for all materials, labor, equipment and incidentals necessary to complete the work.

Epoxy Injection, measured as prescribed above, will be paid for at the contract unit price per linear foot, which price shall be full compensation for all materials, labor, equipment and incidentals necessary to complete the work.

Encapsulating Field Painting, measured as prescribed above, will be paid for at the contract unit price per square foot, which price shall be full compensation for all materials, labor, equipment, cleaning, and incidentals necessary to complete the work.

Payment will made under:

907-824-A: General Epoxy Repair - per square foot

907-824-B: FRP Wrap, \* - per linear foot or square foot

907-824-C: Cap Cleaning - per each

907-824-D: Bearing Replacements \*\* - per each

907-824-E: Epoxy Injection - per linear foot

907-824-F: Encapsulating Field Painting - per square foot

\* Indicate Bi-directional, Uni-directional, etc.

\*\* Type of Bearing (Prestressed Concrete Girder, Concrete Box Girder or Steel Girder) may be specified.

## SECTION 905 - PROPOSAL

Date \_\_\_\_\_

Mississippi Transportation Commission  
Jackson, Mississippi

Sirs: The following proposal is made on behalf of \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

## SECTION 905 -- PROPOSAL (CONTINUED)

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

Respectfully Submitted,

DATE \_\_\_\_\_

\_\_\_\_\_  
Contractor

BY \_\_\_\_\_  
Signature

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE \_\_\_\_\_

FAX \_\_\_\_\_

E-MAIL \_\_\_\_\_

(To be filled in if a corporation)

Our corporation is chartered under the Laws of the State of \_\_\_\_\_ and the names, titles and business addresses of the executives are as follows:

\_\_\_\_\_  
President

\_\_\_\_\_  
Address

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Address

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Address

The following is my (our) itemized proposal.

Bridge Preventive Maintenance on I-55 (Bridge Nos. 237.3A & 237.3B) over Hentz Road, known as Federal Aid Project No. STBG-9999-02 (384) / 108781302 in Panola County.

| Line no.             | Item Code     | Adj Code | Quantity | Units       | Description[Fixed Unit Price]                     |
|----------------------|---------------|----------|----------|-------------|---------------------------------------------------|
| <b>Roadway Items</b> |               |          |          |             |                                                   |
| 0010                 | 618-B001      |          | 1        | Square Feet | Additional Construction Signs (\$10.00)           |
| 0020                 | 907-618-A001  |          | 1        | Lump Sum    | Maintenance of Traffic                            |
| 0030                 | 620-A001      |          | 1        | Lump Sum    | Mobilization                                      |
| <b>Bridge Items</b>  |               |          |          |             |                                                   |
| 0040                 | 907-420-A001  |          | 4,000    | Pounds      | Undersealing                                      |
| 0050                 | 907-808-A002  | (S)      | 672      | Linear Feet | Joint Repair                                      |
| 0060                 | 907-823-A001  |          | 350      | Linear Feet | Preformed Joint Seal, Type I                      |
| 0070                 | 907-823-B001  |          | 672      | Linear Feet | Saw Cut, Type I                                   |
| 0080                 | 907-824-A003  |          | 24       | Square Feet | General Epoxy Repair                              |
| 0090                 | 907-824-C001  |          | 8        | Each        | Cap Cleaning                                      |
| 0100                 | 907-824-D002  |          | 60       | Each        | Bearing Replacements, Prestressed Concrete Girder |
| 0110                 | 907-824-PP008 |          | 112      | Linear Feet | Bridge Repair, Endwall Repair, Per Plans          |

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.<br>_____    | _____<br>_____<br>_____ | _____<br>_____<br>_____ | _____<br>_____<br>_____ | _____<br>_____<br>_____ | _____                    |
| 2.<br>_____    | _____<br>_____<br>_____ | _____<br>_____<br>_____ | _____<br>_____<br>_____ | _____<br>_____<br>_____ | _____                    |
| 3.<br>_____    | _____<br>_____<br>_____ | _____<br>_____<br>_____ | _____<br>_____<br>_____ | _____<br>_____<br>_____ | _____                    |
| 4.<br>_____    | _____<br>_____<br>_____ | _____<br>_____<br>_____ | _____<br>_____<br>_____ | _____<br>_____<br>_____ | _____                    |
| 5.<br>_____    | _____<br>_____<br>_____ | _____<br>_____<br>_____ | _____<br>_____<br>_____ | _____<br>_____<br>_____ | _____                    |
| 6.<br>_____    | _____<br>_____<br>_____ | _____<br>_____<br>_____ | _____<br>_____<br>_____ | _____<br>_____<br>_____ | _____                    |
| 7.<br>_____    | _____<br>_____<br>_____ | _____<br>_____<br>_____ | _____<br>_____<br>_____ | _____<br>_____<br>_____ | _____                    |
| 8.<br>_____    | _____<br>_____<br>_____ | _____<br>_____<br>_____ | _____<br>_____<br>_____ | _____<br>_____<br>_____ | _____                    |

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

| Project Number        | Pay Item Number         | Unit                    | Unit Price Reduction    | Total Item Reduction    | Total Contract Reduction |
|-----------------------|-------------------------|-------------------------|-------------------------|-------------------------|--------------------------|
| 9.<br>_____<br>_____  | _____<br>_____<br>_____ | _____<br>_____<br>_____ | _____<br>_____<br>_____ | _____<br>_____<br>_____ | _____                    |
| 10.<br>_____<br>_____ | _____<br>_____<br>_____ | _____<br>_____<br>_____ | _____<br>_____<br>_____ | _____<br>_____<br>_____ | _____                    |

(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. **STBG-9999-02(384)/ 108781302000**

in **Panola** \_\_\_\_\_ County(ies), Mississippi, has not either

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

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

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

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

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

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

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

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

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

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

All of the foregoing is true and correct.

Executed on \_\_\_\_\_

\_\_\_\_\_  
Signature

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SAM.GOV Registration and Unique Entity ID

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

Bidders are advised that prior to the award of this contract, they MUST be registered in the System for Award Management.

I (We) acknowledge that this contract cannot be awarded if I (We) are not registered in the System for Award Management prior to the award of this contract. \_\_\_\_\_ (Yes / No)

I (We) have a **SAM Unique Entity ID**. \_\_\_\_\_ (Yes / No)

**SAM Unique Entity ID:** \_\_\_\_\_

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

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

## SECTION 902

CONTRACT FOR \_\_\_\_\_  
LOCATED IN THE COUNTY(IES) OF \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF HINDS

This Contract is entered into by and between the Mississippi Transportation Commission (the "Commission") and the undersigned contractor (the "Contractor"), as follows:

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

The Contractor shall be responsible for all loss or damage arising out of, or in any way in connection with the Work, or from any unforeseen obstructions or difficulties that may be encountered in the prosecution of the Work, and for all risks of every description connected with the Work, with the exception of any items specifically excluded in the Contract Documents. The Contractor shall fully and faithfully complete the Work in a good and workmanlike manner, according to the Contract Documents and any Supplemental Agreements thereto.

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

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

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

The Contractor agrees that he has read each and every clause of the Contract Documents, and fully understands the meaning of same, and hereby acknowledges that he will comply with all terms, covenants and agreements therein.

Witness our signatures, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Contractor

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

\_\_\_\_\_  
Signed and sealed in the presence of: (name and address of witness)

\_\_\_\_\_  
\_\_\_\_\_

MISSISSIPPI TRANSPORTATION COMMISSION

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Secretary to the Commission

Award authorized by the Mississippi Transportation Commission in session on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, Minute Book No. \_\_\_\_\_, Page No. \_\_\_\_\_.

**SECTION 903  
PERFORMANCE BOND**

**PERFORMANCE BOND FOR THE FOLLOWING CONTRACT:**

Project No.: \_\_\_\_\_

For the construction of: \_\_\_\_\_

Contract date: \_\_\_\_\_ Contract Price: \_\_\_\_\_

**FOR OWNER: MISSISSIPPI TRANSPORTATION COMMISSION, 401 N. WEST STREET, JACKSON, MISSISSIPPI 39201.**

**CONTRACTOR** (full legal name, contact person, phone number and address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SURETY** (legal name, phone number, principal place of business and address for notice purposes):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Second Surety (if applicable):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

1. If the Contractor fully and faithfully performs the Contract, the Surety and the Contractor shall have no obligation under this Bond.
2. The Surety's obligation under this Bond shall arise after:
  - (a) the Owner first provides notice to the Contractor and the Surety that termination is imminent, pursuant to the current edition of the Mississippi Standard Specifications for Road and Bridge Construction, which is a part of the Contract; and
  - (b) the Owner declares a Contractor Default, terminates the Contract, and notifies the Surety.
3. Within 20 calendar days as set forth in Section 108.08 of the current edition of the Mississippi Standard Specifications for Road and Bridge Construction, the Surety shall, after discussions with and consent from the Owner, and at the Surety's expense, elect to take one of the following actions:
  - (a) Arrange for the Contractor, with the consent of the Owner, to perform and complete the Contract;
  - (b) Undertake to perform and complete the Contract itself, through its agents or independent contractors;
  - (c) Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and after investigation, determine the amount for which it may be liable to the Owner (subject to the consent of the Owner) and as soon as practicable after the amount is determined, make payment to the Owner.

4. If the Surety does not proceed, within a reasonable time frame, to enact and carry out the election made in Paragraph 3, then the Surety shall be deemed to be in default on this Bond, and the Owner shall be entitled to enforce any remedy available to it under the Contract and applicable law.
5. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for
  - (a) the responsibilities of the Contractor for correction of defective work and completion of the Contract;
  - (b) additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 3; and
  - (c) liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor.
6. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
7. The penal sum of the Bond shall be equal to the Contract Price; however, the penal sum may be increased or decreased as the result of any subsequent Supplemental Agreements and/or final contract quantities.
8. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address listed for notice purposes on the first page of this Bond.

**CONTRACTOR AS PRINCIPAL**

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

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**SURETY**

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

Signature: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**SURETY (if applicable)**

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

Signature: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**SECTION 903  
PAYMENT BOND**

**PAYMENT BOND FOR THE FOLLOWING CONTRACT:**

Project No.: \_\_\_\_\_

For the construction of: \_\_\_\_\_

Contract date: \_\_\_\_\_ Contract Price: \_\_\_\_\_

**FOR OWNER: MISSISSIPPI TRANSPORTATION COMMISSION, 401 N. WEST STREET,  
JACKSON, MISSISSIPPI 39201.**

**CONTRACTOR** (full legal name, contact person, phone number and address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SURETY** (legal name, phone number, principal place of business and address **for notice purposes**):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Second Surety (if applicable):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

1. If the Contractor promptly makes payment of all sums due to any and all subcontractors, sub-subcontractors, suppliers to the Contractor, suppliers to subcontractors and/or laborers who have performed work on the project site, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Contract, then the Surety and the Contractor shall have no obligation under this Bond.
2. The Owner shall provide notice to the Surety of any claims, demands, liens or suits against the Owner or the Owner's property that it receives from any person or entity ("Claimants") seeking payment for labor, materials or equipment furnished for use in the performance of the Contract.
3. Upon notice of any claims, demands, liens or suits provided by the Owner or Contractor or given to the Surety by a Claimant, the Surety shall promptly and at the Surety's expense, defend, indemnify and hold harmless the Owner against said claim, demand, lien or suit and shall take the following additional actions:
  - (a) Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - (b) Pay or arrange for payment of any undisputed amounts.

4. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond and shall have no obligation under this Bond to make payments to, or give notice on behalf of, Claimants, or otherwise have any obligations to Claimants under this Bond.
5. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
6. The penal sum of the Bond shall be equal to the Contract Price; however, the penal sum may be increased or decreased as the result of any subsequent Supplemental Agreements and/or final contract quantities.

**CONTRACTOR AS PRINCIPAL**

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

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**SURETY**

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

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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

**SURETY (if applicable)**

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

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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



# BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State ZIP

As principal, hereinafter called the Principal, and \_\_\_\_\_  
Surety

a corporation duly organized under the laws of the state of \_\_\_\_\_

as Surety, hereinafter called the Surety, are held and firmly bound unto **State of Mississippi, Jackson, Mississippi**

As Obligee, hereinafter called Obligee, in the sum of **Five Per Cent (5%) of Amount Bid**

Dollars(\$ \_\_\_\_\_ )

for the payment of which sum will and truly to be made, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Bridge Preventive Maintenance on I-55 (Bridge Nos. 237.3A & 237.3B) over Hentz Road, known as Federal Aid Project No. STBG-9999-02(384) / 108781302 in Panola 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

[illegible]

NOTE: THE ANTICIPATED WORKING DAYS SHOWN ON THIS SCHEDULE ARE FOR INFORMATIONAL PURPOSES ONLY. THE ACTUAL WORKING DAY TOTAL AS ASSESSED BY THE PROJECT ENGINEER ON FORM CSD-765 SHALL GOVERN.