6 -



SM No. CSP0008030541

PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF

6

Bridge Maintenance on US 49 at Lime Kiln Creek Bridge No. 173.0A, known as State Project No. SP-0008-03(054) / 105337301 in Hinds County.

Project Completion: May 15, 2015

(STATE DELEGATED)

NOTICE

BIDDERS MUST PURCHASE A BOUND PROPOSAL FROM MDOT CONTRACT ADMINISTRATION DIVISION TO BID THIS PROJECT.

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

SECTION 900

OF THE CURRENT
2004 STANDARD SPECIFICATIONS
FOR ROAD AND BRIDGE CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
JACKSON, MISSISSIPPI

BIDDER CHECK LIST (FOR INFORMATION ONLY)

	All unit prices have been entered into Expedite Bid in accordance with Subsection 102.06 of the Mississippi Standard Specifications for Road and Bridge Construction.
	Expedite bid sheets have been stapled and inserted into the proposal package.
	First sheet of SECTION 905PROPOSAL has been completed.
	Second sheet of SECTION 905PROPOSAL has been completed and signed.
	Addenda, if any, have been acknowledged. Second sheet of Section 905 listing the addendum number has been substituted for the original second sheet of Section 905. Substituted second sheet of Section 905 has been properly completed, <u>signed</u> , and added to the proposal.
	DBE/WBE percentage, when the percentage in the contract is 1% or greater, has been entered on last sheet of the bid sheets of SECTION 905 - PROPOSAL.
	Form OCR-485, when required by contract, has been completed and <u>signed</u> .
	The last sheet of the Expedite bid sheets of SECTION 905PROPOSAL has been <u>signed</u> .
	Combination Bid Proposal of SECTION 905PROPOSAL has been completed for each project which is to be considered in combination (See Subsection 102.11).
	Equal Opportunity Clause Certification, when included in contract, has been completed and <u>signed</u> .
	The Certification regarding Non-Collusion, Debarment and Suspension, etc. has been <u>executed in duplicate</u> .
	A certified check, cashier's check or bid bond payable to the State of Mississippi in the principal amount of 5% of the bid has been included with project number identified on same. A bid bond has been <u>signed by the bidder</u> and has also been <u>signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent for the Surety</u> with Power of Attorney attached.
	ON FEDERAL FUNDED PROJECTS, the Notice To Bidders regarding DUNS Requirements has been completed and included in the contract documents.
	Non-resident Bidders: ON STATE FUNDED PROJECTS ONLY, a copy of the current laws regarding any preference for local Contractors from State wherein domiciled has been included. See Subsection 103.01, Mississippi Standard Specifications for Road and Bridge Construction, and Section 31-7-47, MCA, 1972 regarding this matter.

Return the MDOT flash drive with completed EBS file, proposal and contract documents in its entirety in a sealed envelope. <u>DO NOT</u> remove any part of the contract documents; exception - an addendum requires substitution of second sheet of Section 905. A stripped proposal is considered as an irregular bid and will be rejected.

Failure to complete any or all of the applicable requirements will be cause for the proposal to be considered irregular.

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STATE BOARD OF CONTRACTORS REQUIREMENT,

STATE CERTIFICATION REGARDING NON-COLLUSION, DEBARMENT AND SUSPENSION,(2)

SECTION 902- CONTRACT FORM,

SECTION 903 - CONTRACT BOND FORMS.

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

SECTION 901 - ADVERTISEMENT

Sealed bids will be received by the Mississippi Transportation Commission in the Office of the Contract Administration Engineer, Room 1013, Mississippi Department of Transportation Administration Building, 401 North West Street, Jackson, Mississippi, until 10:00 o'clock A.M., Tuesday, November 25, 2014, and shortly thereafter publicly opened on the Sixth Floor for:

Bridge Maintenance on US 49 at Lime Kiln Creek Bridge No. 173.0A, known as State Project No. SP-0008-03(054) / 105337301 in Hinds County.

The attention of bidders is directed to the predetermined minimum wage rate set by the U. S. Department of Labor under the Fair Labor Standards Act.

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

Plans and specifications are on file in the offices of the Mississippi Department of Transportation.

Bid proposals must be purchased online at https://shopmdot.ms.gov. Specimen proposals may be viewed and downloaded online at no cost at http://mdot.ms.gov or purchased online. Proposals are available at a cost of Ten Dollars (\$10.00) per proposal plus a small convenience fee. Cash or checks will not be accepted as payment.

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

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

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

MELINDA L. MCGRATH EXECUTIVE DIRECTOR

(SPWP) 2

CODE: (IS)

SECTION 904 - NOTICE TO BIDDERS NO. 1

DATE: 05/03/2004

SUBJECT: Governing Specifications

The current (2004) Edition of the Standard Specifications for Road and Bridge Construction adopted by the Mississippi Transportation Commission is made a part hereof fully and completely as if it were attached hereto, except where superseded by special provisions, or amended by revisions of the Specifications contained herein. Copies of the specification book may be purchased from the MDOT Construction Division.

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

In the event the plans or proposal contain references to the 1990 Edition of the Standard Specifications for Road and Bridge Construction, it is to be understood that such references shall mean the comparable provisions of the 2004 Edition of the Standard Specifications.

CODE: (SP)

SECTION 904 - NOTICE TO BIDDERS NO. 3

DATE: 05/03/2004

SUBJECT: Final Clean-Up

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

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

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

CODE: (IS)

SECTION 904 - NOTICE TO BIDDERS NO. 1405

DATE: 03/15/2007

SUBJECT: ERRATA AND MODIFICATIONS TO THE 2004 STANDARD SPECIFICATIONS

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

278	404.04	In the second sentence, change the subsection from "401.04" to "403.04".
283	409.02.2	Change "PG 64-22" to "PG 67-22".
294	413.02	In the first sentence of the second paragraph, change "707.02.1.3" to "Subsection 707.02.1.3".
340	511.04	In the second sentence of the second paragraph, change "412" to "512".
349	601.03.3	In the first sentence, change "804.03.2" to "804.03.5".
355	603.02	Change the subsection reference for Joint mortar from "707.03" to "714.11".
369	604.04	In the first sentence, change "601.04" to "Subsection 601.04".
427	619.04	Delete the second paragraph.
442	625.04	In the third paragraph, change "626.04" to "Subsection 626.04".
444	626.03.1.2	Delete the third sentence of the first paragraph.
464	631.02	Change the subsection reference for Water from "714.01.0" to "714.01.1".
570	682.03	Change the subsection number from "682-03" to "682.03".
575	683.10.4	Change the subsection number from "683.10.4" to "683.04".
575	683.10.5	Change the subsection number from "683.10.5" to "683.05".
596	701.02	In the table under the column titled "Cementations material required", change "Class F, FA" to "Class F FA,".
603	702.11	In the first sentence, change "702.12" to "Subsection 702.12".
612	703.04.2	In the fifth paragraph, delete "Subsection 703.11 and".
616	703.07.2	In the Percentage By Weight Passing Square Mesh Sieves table, change the No. 10 requirement for Class 7 material from "30 - 10" to "30 - 100".

618	703.13.1	In the first sentence of the first paragraph, change "703.09" to "703.06".
618	703.13.2	In the first sentence, change "703.09" to "703.06".
671	712.06.2.2	In the first sentence, change "712.05.1" to "Subsection 712.05.1".
689	714.11.2	In the first sentence, change "412" to "512".
709	715.09.5	In the first sentence of the first paragraph, change "guage" to "gauge".
717	717.02.3.4	In the top line of the tension table, change "1 1/2" to "1 1/8" and change "1 1/8" to "1 1/2".
741	720.05.2.2	In the last sentence of this subsection, change "720.05.2.1" to "Subsection 720.05.2.1".
827	803.03.2.3.7.5.2	In the first sentence of the second paragraph, change "803.03.5.4" to "803.03.2.3.4".
833	803.03.2.6	In the first sentence, change "803.03.7" to "803.03.2.5".
854	804.02.11	In the last sentence of the first paragraph, change "automatically" to "automatic".
859	804.02.13.1.3	In the last sentence, change Subsection "804.02.12.1" to "804.02.12".
879	804.03.19.3.2	In the first sentence of the third paragraph, change "listed on of Approved" to "listed on the Approved".
879	804.03.19.3.2	In the last sentence of the last paragraph, change "804.03.19.3.1" to "Subsection 804.03.19.3.1".
962	814.02.3	In the first sentence, change "710.03" to "Subsection 710.03".
976	820.03.2.1	In the first sentence, change "803.02.6" to "803.03.1.7".
976	820.03.2.2	In the first sentence, change "803.03.9.6" to "803.03.1.9.2".
985	Index	Change the subsection reference for Petroleum Asphalt Cement from "702.5" to "702.05".

985	Index	Change the subsection reference for the Definition of Asphaltic Cement or Petroleum Asphalt from "700.2" to "700.02".
985	Index	Change the subsection reference for Automatic Batchers from "501.03.2.4" to "804.02.10.4".
986	Index	Delete "501.03.2" as a subsection reference for Batching Plant & Equipment.
988	Index	Change the subsection reference for the Central Mixed Concrete from "501.03.3.2" to "804.02.11".
988	Index	Change the subsection reference for the Concrete Batching Plant & Equipment from "501.03.2" to "804.02.11".
999	Index	Delete "501.03.3.3" as a subsection reference for Truck Mixers.
1001	Index	Change the subsection reference for Edge Drain Pipes from "605.3.5" to "605.03.5".
1002	Index	Change the subsection reference for Metal Posts from "713.05.2" to "712.05.2".
1007	Index	Change the subsection reference for Coarse Aggregate of Cement Concrete Table from "703.3" to "703.03".
1007	Index	Change the subsection reference for Composite Gradation for Mechanically Stabilized Courses Table from "703.8" to "703.08".
1009	Index	Delete "501.03.3.3" as a subsection reference for Truck Mixers and Truck Agitators.
1010	Index	Delete reference to "Working Day, Definition of".

SECTION 904 - NOTICE TO BIDDERS NO. 1928

CODE: (IS)

DATE: 04/14/2008

SUBJECT: Federal Bridge Formula

Bidders are hereby advised that Federal Highway Administration Publication No. FHWA-MC-94-007, **BRIDGE FORMULA WEIGHTS**, dated January 1994, is made a part of this contract when applicable.

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

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

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

or

http://ops.fhwa.dot.gov/freight/sw/brdgcalc/calc_page.htm

SECTION 904 - NOTICE TO BIDDERS NO. 2382 CODE: (IS)

DATE: 02/12/2009

SUBJECT: Status of Right-of-Way

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

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

In the event right of entry is not available to <u>ALL</u> 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

SP-0008-03(054) 105337/301000 Hinds County September 29, 2014

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

None.

ASBESTOS CONTAMINATION STATUS OF BUILDINGS TO BE REMOVED BY THE CONTRACTOR SP-0008-03(054) 105337-301000 Hinds County

Hinds County September 18, 2014

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

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

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

STATUS OF POTENTIALLY CONTAMINATED SITES SP-0008-03(054) 105337-301000 Hinds County September 18, 2014

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

ENCROACHMENT CERTIFICATION

SP-0008-03(054) / 105337301 HINDS COUNTY(IES) September 29, 2014

This is to certify that the above captioned project has been inspected and no encroachments were found.

UTILITY STATUS REPORT

SP-0008-03(054) / 105337301 HINDS COUNTY(IES) September 29, 2014

This is to certify that the above captioned project has been inspected and there are no known utilities in conflict with the project.

Forty-eight hours prior to commencing any excavation, the Contractor is advised to call MS-One-Call at 1-800-227-6477.

SECTION 904 - NOTICE TO BIDDERS NO. 2937

CODE: (SP)

DATE: 01/11/2010

SUBJECT: Reduced Speed Limit Signs

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

CODE: (SP)

SECTION 904 - NOTICE TO BIDDERS NO. 3655

DATE: 10/04/2011

SUBJECT: Type III Barricade Rails

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

- For barricades up to four feet (4') wide, the maximum thickness of timber rails shall be one inch (1") and the material shall be pine timber or 3/4-inch ACX plywood.
- For barricades more than four feet (4') wide, timber rails shall be constructed of ³/₄-inch ACX plywood.

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

http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/wzd/

CODE: (IS)

SECTION 904 - NOTICE TO BIDDERS NO. 4214

DATE: 11/29/2012

SUBJECT: Safety Apparel

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

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

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

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

SECTION 904 - NOTICE TO BIDDERS NO. 4526 CODE: (SP)

DATE: 06/11/2013

SUBJECT: Electronic Addendum Process

Bidders are advised that hard copies of any addenda for this project will no longer be mailed to prospective bidders. All addenda for this project will be posted to the mdot.ms.gov webpage under the Proposal Addenda column for the current letting and appropriate call number. Bidders will have to download addenda from the webpage and process the addenda in the same manner as previous lettings. Addenda will be posted by 10:00 a.m. on Friday prior to the letting. It will be the Bidder's responsibility to check and see if any addenda have been posted for this project. Any questions regarding the downloading process of the addenda shall be directed to the Contract Administration Division at 601-359-7700. Any questions regarding the content of the addenda shall be submitted as a question in accordance with the Notice To Bidders entitled "Questions Regarding Bidding".

SECTION 904 - NOTICE TO BIDDERS NO. 4565 CODE: (SP)

DATE: 06/27/2013

SUBJECT: Manual on Uniform Traffic Control Devices

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

CODE: (IS)

SECTION 904 - NOTICE TO BIDDERS NO. 4661

DATE: 10/16/2013

SUBJECT: Payroll Requirements

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

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

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

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

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

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

SECTION 904 - NOTICE TO BIDDERS NO. 5044 CODE: (SP)

DATE: 05/13/2014

SUBJECT: Questions Regarding Bidding

Bidders are advised that all questions that arise regarding the contract documents (proposal) or plans on this project shall be directed to the www.gomdot.com current letting webpage. Click on the call number for this project to open an email form to submit your question. Questions must be submitted by 8:00 a.m. on the day prior to the letting. Answers to questions will be posted by 6:00 p.m. on the day prior to the letting. Answers can be viewed by clicking on Q&A link under the Proposal Addenda column.

It shall be the Bidders responsibility to familiarize themselves with the questions and answers that have been submitted on this project. Bidders are advised that by signing the contract documents for this project, they agree that the on-line Questions and Answers submitted on this project shall be added to and made part of the official contract.

SECTION 904 - NOTICE TO BIDDERS NO. 5050

CODE: (SP)

DATE: 05/28/2014

SUBJECT: Adjustments for Bituminous Materials

Bidders are advised that Subsection 907-402.03.1.2, Tack Coat, in Special Provision 907-402, allows the Contractor several options for OGFC tack coat. Regardless of the tack coat used, the monthly material adjustment, as referenced in Section 109 of the Standard Specifications, will be made using the base and current prices of tack coat Grade PG 76-22.

Bidders are also advised that the specifications allow the use of RC-70, RC-250, RC-800, RS-1, RS-2, MC-30, MC-250, MS-2h, LD-7, CQS-1h, and CMS-2h in various other construction operations. If the Contractor uses one of these bituminous materials, the monthly material adjustment will be made using the base and current prices of the materials shown below.

Materials Used	Material Adjustment Made Based on Prices For
RC-70, 250, 800	MC-70
RS-1, 2	CRS-2
MC-30, 250	MC-70
MS-2h	SS-1
LD-7, CQS-1h	CSS-1
CMS-2h	SS-1

CODE: (SP)

SECTION 904 - NOTICE TO BIDDERS NO. 5053

DATE: 06/03/2014

SUBJECT: Contractor Correspondence

Bidders are advised that all correspondence concerning this project, other than correspondence related to the execution of the contract and sub-contracting, shall be sent to the Project Engineer. The Project Engineer will then forward any necessary correspondence to the appropriate Division. This includes general correspondence, submittals, shop drawings, requests for advancement of materials, etc.

SECTION 904 - NOTICE TO BIDDERS NO. 5220 CODE: (SP)

DATE: 10/13/2014

SUBJECT: Contract Time

PROJECT: SP-0008-03(054) / 105337301 – Hinds County

The calendar date for completion of work to be performed by the Contractor for this project shall be <u>May 15, 2015</u> which date or extended date as provided in Subsection 907-108.06 shall be the end of contract time. It is anticipated that the Notice of Award will be issued no later than <u>December 9, 2014</u> and the effective date of the Notice to Proceed / Beginning of Contract Time will be <u>March 12, 2015</u>.

Should the Contractor request a Notice to Proceed earlier than <u>March 12 2015</u> and it is agreeable with the Department for an early Notice to Proceed, the requested date will become the new Notice to Proceed / Beginning of Contract Time date.

The available productive days for this project are <u>31</u>.

SECTION 904 - NOTICE TO BIDDERS NO. 5244 CODE: (SP)

DATE: 10/13/2014

SUBJECT: Existing Saddles

PROJECT: SP-0008-03(054) / 105337 – Hinds County

Bidders are hereby advised that the existing saddles described to be salvaged in the Salvage Note on sheet 8002 are to be delivered to the MDOT Canton Maintenance Office, 150 Canton One Dr. Canton MS, 39046. The costs of the saddle removal and delivery shall be included in other items bid.

CODE: (IS)

SPECIAL PROVISION NO. 907-101-4

DATE: 11/05/2008

SUBJECT: Definitions

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

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

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

The contract includes the invitation for bids, proposal, contract form and contract bonds, specifications, supplemental specifications, interim specifications, general and detailed plans, special provisions, notices to bidders, notice to proceed, and also any agreements that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.

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

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

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

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

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

CODE: (IS)

SPECIAL PROVISION NO. 907-102-10

DATE: 05/01/2013

SUBJECT: Bidding Requirements and Conditions

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

907-102.06--Preparation of Proposal. Delete the first paragraph of Subsection 102.06 on page 17, and substitute the following.

The bidder's complete original proposal shall be submitted upon the forms (Certification of Performance, Certification Regarding Non-Collusion, etc.) furnished by the Department and shall include Expedite Bid printed bid sheets along with the bid data on the MDOT-supplied USB Flash Drive. Expedite Bid System (EBS) files shall be downloaded from the Department's website http://mdot.ms.gov. In case of discrepancy between a unit price and the extension, the unit price will govern and the extension along with the total amount of the proposal will be corrected.

Delete the fifth, sixth, and seventh paragraphs of Subsection 102.06 on page 18, and substitute the following.

Bid sheets generated by the Department's Electronic Bid System (Trns•port Expedite Bid) along with a completed proposal package (with all forms completed and signed) will constitute the official bid and shall be signed on the last sheet of the Expedite Bid generated bid sheets and delivered to the Department in accordance with the provisions of Subsection 102.09. Bids submitted using any other form, format or means will result in an irregular bid. The bidder's bid data shall be saved on the MDOT-supplied USB Flash Drive and submitted with the bid. Failure to return the USB Flash Drive with bid data will result in an irregular bid. If a Bidder is submitting bids on multiple proposals, the bid data for all proposals can be included on one flash drive and submitted with any of the bid envelopes.

Bidders are cautioned that using other versions of the Expedite Bid may result in improperly printed bid sheets. The correct version of Expedite Bid can be obtained at no cost from the MDOT Contract Administration Division or at the MDOT website, http://mdot.ms.gov. The current version of Expedite Bid is also included on the MDOT-supplied USB Flash Drive.

The Expedite Bid generated bid sheets should be stapled together in order beginning with page 1, signed and included in the bid proposal package in the sealed envelope. Only the Expedite Bid generated sheets will be recognized as the official bid. The MDOT-provided USB Flash Drive containing the information printed on the Expedite Bid generated bid sheets should be placed in the padded envelope included with the bid proposal package and enclosed in the sealed envelope. Bid sheets printed from Expedite Bid should be a representation of the data returned on the flash

drive. To have a true representation of the bid sheets, the Bidder must copy the EBS and EBS amendment files used to prepare the bid sheets to the flash drive. Otherwise, the unit prices bid will not be recorded to the flash drive. Bidders are cautioned that failure to follow proper flash drive handling procedures could result in the Department being unable to process the flash drive. Any modification or manipulation of the data contained on the flash drive, other than entering unit bid prices and completing all required Expedite Bid sections, will not be allowed and will cause the Contractor's bid to be considered irregular.

<u>907-102.08--Proposal Guaranty</u>. Delete the first and second paragraphs in Subsection 102.08 on page 20 and substitute the following.

No proposal will be considered unless accompanied by certified check, cashier's check or bid bond, made payable to the State of Mississippi, in an amount of not less than five percent (5%) of the total amount of the proposal offered. The guaranty shall be evidence of good faith that, if awarded the contract, the bidder will execute the contract and give performance and payment contract bond(s) as stipulated in Subsection 907-103.05.1, 907-103.05.2, and as required by law.

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

CODE: (SP)

SPECIAL PROVISION NO. 907-103-8

DATE: 12/15/2009

SUBJECT: Award and Execution of Contract

Section 103, Award and Execution of Contract, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

<u>907-103.04--Return of Proposal Guaranty</u>. Delete the second paragraph of Subsection 103.04 on page 23 and substitute the following:

Certified checks or cashier's checks submitted as proposal guaranties, except those of the two lowest bidders, will be returned within 10 days of contract award. The retained proposal guaranty of the unsuccessful of the two lowest bidders will be returned within ten days following the execution of a contract with the successful low bidder. The retained proposal guaranty of the successful bidder will be returned after satisfactory performance and payment bonds have been furnished and the contract has been executed.

In the event all bids are rejected by the Commission, certified checks or cashier's checks submitted as proposal guaranty by all bidders will be returned within 10 days of rejection.

Delete Subsection 103.05 on page 23 and substitute the following:

907-103.05--Contract Bonds.

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

907-103.05.2--Form of Bonds. The form of bond(s) shall be that provided by or acceptable to the Department. These bonds shall be executed by a Mississippi agent or qualified nonresident agent and shall be accompanied by a certification as to authorization of the attorney-in-fact to commit the Surety company. A power of attorney exhibiting the Surety's original seal supporting the Mississippi agent or the qualified nonresident agent's signature shall be furnished with each bond. The Surety company shall be currently authorized and licensed in good standing to conduct business in the State of Mississippi with a minimum rating by A.M. Best of (A-) in the latest printing "Best's Key Rating Guide" to write individual bonds up to ten percent of the policy holders' surplus or listed on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as

published by the United States Department of the Treasury, Financial Management Service, Circular 570 (latest revision as published and supplemented on the Financial Management Service Web site and in the Federal Register) within the underwriting limits listed for that Surety. All required signatures on the bond(s) and certifications shall be original signatures, in ink, and not mechanical reproductions or facsimiles. The Mississippi agent or qualified nonresident agent shall be in good standing and currently licensed by the Insurance Commissioner of the State of Mississippi to represent the Surety company(ies) executing the bonds.

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

907-103.08--Failure to Execute Contract. In the first sentence of Subsection 103.08 on page 24, change "bond" to "performance and payment bonds".

CODE: (IS)

SPECIAL PROVISION NO. 907-104-5

DATE: 05/01/2013

SUBJECT: Scope of Work

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

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

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

SUPPLEMENT TO SPECIAL PROVISION NO. 907-105-7

DATE: 04/02/2014

SUBJECT: Control of Work

Before Subsection 907-105.05 on page 1, add the following.

<u>907-105.04--Coordination of Plans, Specifications, Interim Specifications, Special Provisions and Notice to Bidders.</u> Delete the second full paragraph of Subsection 105.04 on page 35, and substitute the following.

In case of a conflict between plan quantities, advertisement quantities, and/or bid sheet quantities, the bid sheet quantities shall prevail.

CODE: (IS)

SPECIAL PROVISION NO. 907-105-7

DATE: 05/01/2013

SUBJECT: Control of Work

Section 105, Control of Work, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is modified as follows.

<u>907-105.05--Cooperation by Contractor.</u> In the third sentence of the second paragraph of Subsection 105.05 on page 35, change "Notice to Proceed" to "Notice of Award".

Delete the fourth paragraph of Subsection 105.05 on page 35, and substitute the following.

On projects that include erosion control pay items, the Contractor shall also designate a responsible person whose primary duty shall be to monitor and maintain the effectiveness of the erosion control plan, including NPDES permit requirements. This responsible person must be a Certified Erosion Control Person certified by an organization approved by the Department. Prior to or at the pre-construction conference, the Contractor shall designate in writing the Certified Erosion Control Person to the Project Engineer. The designated Certified Erosion Control Person shall be assigned to only one (1) project. When special conditions exist, such as two (2) adjoining projects or two (2) projects in close proximity, the Contractor may request in writing that the State Construction Engineer approve the use of one (1) Certified Erosion Control Person for both projects. The Contractor may request in writing that the Engineer authorize a substitute Certified Erosion Control Person to act in the absence of the Certified Erosion Control Person. The substitute Certified Erosion Control Person must also be certified by an organization approved by the Department. A copy of the Certified Erosion Control Person's certification must be included in the Contractor's Protection Plan as outlined in Subsection 907-107.22.1. This in no way modifies the requirements regarding the assignment and availability of the superintendent.

907-105.14--Maintenance During Construction. Before the first sentence Subsection 105.14 on page 39, add the following.

The Contractor will be responsible for the maintenance of existing roadways within the limits of this project starting on the date of the Notice To Proceed / Beginning of Contract Time. Anytime work is performed in a travel lane, the Contractor shall install portable lane closure signs meeting the requirement of the MDOT Standard Drawing or MUTCD.

CODE: (IS)

SPECIAL PROVISION NO. 907-107-13

DATE: 05/01/2013

SUBJECT: Legal Relations and Responsibility to Public

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

<u>907-107.02--Permits, Licenses and Taxes</u>. Delete in toto Subsection 107.02 on page 49 and substitute the following.

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

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

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

907-107.14--Damage Claims and Insurance.

<u>907-107.14.2--Liability Insurance.</u> Delete Subsection 107.14.2 beginning on page 60 and substitute the following.

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

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

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

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

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

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

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

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

(a) **Railroad Protective Liability Insurance** shall be purchased on behalf of the Railroad Company with limits of \$2,000,000 each occurrence; \$6,000,000 aggregate applying separately to each annual period for lines without passenger trains. If the line carries passenger train(s), railroad protective liability insurance shall be purchased on behalf of the Railroad Company with limits of \$5,000,000 each occurrence; \$10,000,000 aggregate applying separately to each annual period.

Coverage shall be limited to damage suffered by the railroad on account of occurrences arising out of the work of the Contractor on or about the railroad right-of-way, independent of the railroad's general supervision or control, except as noted in paragraph 4 below.

Coverage shall include:

- (1) death of or bodily injury to passengers of the railroad and employees of the railroad not covered by State workmen's compensation laws,
- (2) personal property owned by or in the care, custody or control of the railroads,
- (3) the Contractor, or any of the Contractor's agents or employees who suffer bodily injury or death as a result of acts of the railroad or its agents, regardless of the negligence of the railroads, and
- (4) negligence of only the following classes of railroad employees:
 - (i) any supervisory employee of the railroad at the job site
 - (ii) any employee of the railroad while operating, attached to, or engaged on, work trains or other railroad equipment at the job site which are assigned exclusively to the Contractor, or
 - (iii) any employee of the railroad not within (i) or (ii) above who is specifically loaned or assigned to the work of the Contractor for prevention of accidents or protection or property, the cost of whose services is borne specifically by the Contractor or Governmental authority.
- (b) Contractor's Liability Railroad, including subcontractors, XCU and railroad contractual with limits of \$1,000,000 each occurrence; \$2,000,000 aggregate. Automobile with limits of \$1,000,000 combined single limit any one accident; Workers' Compensation and Employer's Liability statutory and \$100,000 each accident; \$100,000 each employee; \$500,000 policy limit. Excess/Umbrella Liability \$5,000,000 each occurrence; \$5,000,000 aggregate. All coverage to be issued in the name of the Contractor shall be so written as to furnish protection to the Contractor respecting the Contractor's operations in performing work covered by the contract. Coverage shall include protection from damages arising out of bodily injury or death and damage or destruction of property which may be suffered by persons other than the Contractor's own employees.

In addition, the Contractor shall provide for and on behalf of each subcontractor by means of a separate and individual liability and property damage policy to cover like liability imposed upon the subcontractor as a result of the subcontractor's operations in the same amounts as contained above; or, in the alternative each subcontractor shall provide same.

907-107.15--Third Party Beneficiary Clause. In the first sentence of the first paragraph of Subsection 107.15 on page 61, change "create the public" to "create in the public".

<u>907-107.17--Contractor's Responsibility for Work.</u> Delete the fifth sentence of the fifth paragraph of Subsection 107.17 on page 63 and substitute the following.

The eligible permanent items shall be limited to traffic signal systems, changeable message signs, roadway signs and sign supports, lighting items, guard rail items, delineators, impact

attenuators, median barriers, bridge railing or pavement markings. The eligible temporary items shall be limited to changeable message signs, guard rail items, or median barriers.

<u>907-107.18--Contractor's Responsibility for Utility Property and Services</u>. After the first sentence of Subsection 107.18 on page 63, add the following:

Prior to any excavation on the project, the Contractor shall contact MS 811 and advise them to mark all known utilities in the area of the excavation.

SPECIAL PROVISION NO. 907-108-30

CODE: (IS)

DATE: 05/22/2013

SUBJECT: Prosecution and Progress

Section 108, Prosecution and Progress, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-108.01--Subletting of Contract.

907-108.01.1--General. At the end of the last paragraph of Subsection 108.01.1 on page 73, add the following.

The Engineer will have the authority to suspend the work wholly or in part and to withhold payments because of the Contractor's failure to make prompt payment within 15 calendar days as required above, or failure to submit the required OCR-484 Form, Certification of Payments to Subcontractors, which is also designed to comply with prompt payment requirements.

<u>907-108.02--Notice To Proceed</u>. Delete the second paragraph of Subsection 108.02 on page 75 and substitute the following.

The anticipated date of the Notice to Proceed (NTP) / Beginning of Contract Time (BCT) will be specified in the proposal.

Delete the fourth paragraph of Subsection 108.02 on page 75 and substitute the following.

Upon written request from the Contractor and if circumstances permit, the Notice to Proceed may be issued at an earlier date subject to the conditions stated therein. The Contractor shall not be entitled to any monetary damages or extension of contract time for any delay claim or claim of inefficiency occurring between the early issuance Notice To Proceed date and the Notice to Proceed date stated in the contract.

<u>907-108.03--Prosecution and Progress.</u> Delete Subsection 108.03.1 on pages 75 & 76, and substitute the following.

907-108.03.1--Progress Schedule. Prior to or at the Pre-Construction Conference, the Contractor shall furnish a progress schedule and be prepared to discuss both its proposed methodologies for fulfilling the scheduling requirements and its sequence of operations. The Engineer will review the schedule and approve the schedule as it relates to compliance with the specifications and logic. The progress schedule must be approved by the Engineer prior to commencing work. The schedule shall be a bar-chart type schedule submitted on 11"x17" paper meeting the below minimum requirements. These activities shall be significantly detailed enough to communicate the Contractor's understanding of the construction sequencing and phasing of the project.

When preparing the progress schedule, the Contractor shall include the following:

- Show a time scale to graphically show the completion of the work within contract time.
- Define and relate activities to the contract pay items.
- Show all activities in the order the work is to be performed including submittals, submittal reviews, fabrication and delivery.
- Show all activities that are controlling factors in the completion of the work.
- Show the time needed to perform each activity and its relationship in time to other activities

Should the schedule not include the above requirements or becomes unrealistic during construction, the Contractor should immediately submit a revised, more realistic schedule for approval.

<u>907-108.03.2--Preconstruction Conference</u>. Delete the first paragraph of Subsection 108.03.2 on page 76 and substitute the following.

Prior to commencement of the work, a preconstruction conference shall be held for the purpose of discussing with the Contractor essential matters pertaining to the prosecution and satisfactory completion of the work. The Contractor will be responsible for scheduling the preconstruction conference. The Contractor will advise the Project Engineer in writing 14 days prior to the requested date that a conference is requested. When the contract requires the Contractor to have a certified erosion control person, the Contractor's certified erosion control person shall be at the preconstruction conference. The Department will arrange for utility representatives and other affected parties to be present.

Delete the third paragraph of Subsection 108.03.2 on page 76.

907-108.06--Determination and Extension of Contract Time. Delete Subsections 108.06.1 and 108.06.2 on pages 79 thru 85 and substitute the following.

907-108.06.1--Blank.

907-108.06.2--Based on Calendar Date Completion.

<u>907-108.06.2.1--General.</u> Contract Time will be established on the basis of a Completion Date, as indicated in the contract. The span of time allowed for the completion of the work included in the contract will be indicated in the contract documents and will be known as "Contract Time".

The span of time allowed in the contract as awarded is based on the quantities used for comparison of bids. If satisfactory fulfillment of the contract requires performance of work in greater quantities than those set forth in the proposal, the time allowed for completion shall be increased in Calendar Days in the same ratio that the cost of such added work, exclusive of the cost of work altered by Supplemental Agreement for which a time adjustment is made for such altered work in the Supplemental Agreement, bears to the total value of the original contract unless it can be established that the extra work was of such character that it required more time

than is indicated by the money value.

The Contractor shall provide sufficient materials, equipment and labor to guarantee the completion of the work in the contract in accordance with the plans and specifications within the Contract Time.

<u>907-108.06.2.2--Contract Time.</u> The following TABLE OF ANTICIPATED PRODUCTIVE DAYS indicates an average/anticipated number of productive days per month.

TABLE OF ANTICIPATED PRODUCTIVE DAYS

Month	Available Productive Days
January	6
February	7
March	11
April	15
May	19
June	20
July	21
August	21
September	20
October	16
November	11
December	5
Calendar Year	172

Allocation of anticipated productive days for a fractional part of the month will be computed as a proportion of the listed anticipated productive days for the applicable month.

Available productive days will start being assessed at the original Notice to Proceed/Beginning of Contract Time date shown in the contract documents, regardless of whether or not the Contractor has been issued an early Notice to Proceed.

Available productive days will be based on soil and weather conditions and other specific conditions cited in the contract. The Engineer will determine on each applicable day the extent to which work in progress could have been productive, regardless of whether the Contractor actually worked.

An available productive day will be assessed as follows:

(a) any day of the week, Monday through Friday, exclusive of legal holidays recognized by the Department in Subsection 108.04.1, in which the Contractor works or could have worked for more than six (6) consecutive hours on the controlling item(s) of work, as determined by the

Engineer from the Contractor's approved progress schedule. When the Contractor works or could work more than four but less than six consecutive hours, one-half (0.5) of an available work day will be charged for that day. When the Contractor works or could work six or more consecutive hours during the day, one (1.0) available work day will be charged for that day, or

(b) any Saturday, exclusive of legal holidays recognized by the Department in Subsection 108.04.1, in which the Contractor works for more than six (6) consecutive hours on the controlling item(s) of work, as determined by the Engineer from the Contractor's approved progress schedule. When the Contractor works less than four consecutive hours during the day, no time will be charged for that day. When the Contractor works more than four but less than six consecutive hours, one-half (0.5) of an available work day will be charged for that day. When the Contractor works six or more consecutive hours during the day, one (1.0) available work day will be charged for that day.

Should the weather or other conditions be such that four (4) consecutive satisfactory hours are not available prior to noon (for daytime operations) or midnight (for nighttime operations), no time will be assessed for that day regardless of the above conditions. However, if the Contractor elects to work, time will be assessed in accordance with the previous paragraph.

Weather delays will not be considered for Saturdays, Sundays or legal holidays recognized by the Department in Subsection 108.04.1.

Each month the Engineer will complete, and furnish to the Contractor, an "Assessment Report for Available Productive Days" (CSD-765). This report shows the number of available productive days during the estimate period and the cumulative available productive days to date. The Contractor should review the Engineer's report as to the accuracy of the assessment and confer with the Resident or Project Engineer to rectify any differences. Each should make a record of the differences, if any, and conclusions reached. In the event mutual agreement cannot be reached, the Contractor will be allowed a maximum of 15 calendar days following the ending date of the monthly report in question to file a protest Notice of Claim in accordance with the provisions of Subsection 105.17. Otherwise, the Engineer's assessment shall be final unless mathematical errors of assessment are subsequently found to exist, and any claim of the Contractor as to such matter shall be waived.

The Contractor's progress will be determined monthly at the time of each progress estimate and will be based on the percentage of money earned by the Contractor compared to the percentage of elapsed time.

The percentage of money earned will be determined by comparing the total money earned todate by the Contractor, minus any payment for advancement of materials, to the total dollar amount of the contract. The percentage of time elapsed will be determined by comparing the available productive days assessed to-date on Form CSD-765 to the total available productive days for the contract.

When the "percent complete" lags more than 20 percent behind the "percentage of elapsed time", the Contractor shall immediately submit a written statement and revised progress schedule

indicating any additional equipment, labor, materials, etc. to be assigned to the work to ensure completion within the specified contract time. When the "percent complete" lags more than 40 percent behind the "percentage of elapsed time", the contract may be terminated.

<u>907-108.06.2.3--Extension of Time</u>. The Contractor may, prior to the expiration of the Contract Time, make a written request to the Engineer for an extension of time with a valid justification for the request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time.

No extension of the specified completion date will be granted except as provided herein. An extension of contract time may be granted for unusually severe weather, abnormal delays caused solely by the State or other governmental authorities, or unforeseeable disastrous phenomena of nature of the magnitude of earthquakes, hurricanes, tornadoes, or flooded essential work areas which are deemed to unavoidably prevent prosecuting the work.

Unusually severe weather is defined as when the actual available productive days for the contract time are less than the number of available productive days shown in the Table of Anticipated Productive Days. Any extension of contract time will be based on a calendar days basis, excluding Saturdays, Sundays or legal holidays recognized by the Department in Subsection 108.04.1. Any extension of contract time will be made on or after the specified completion date. No extension of contract time will be made on a monthly basis.

If the specified completion date of the project is extended into a season of the year in which completion of certain items of work would be prohibited or delayed because of seasonal or temperature limitations, the Engineer may waive the limitations provided the completion of the work will not result in a reduction in quality. When determined that the completion of the out-of-season items will cause a reduction in the quality of the work, the completion of the project will be further extended so the items may be completed under favorable weather conditions. In either case, the Engineer will notify the Contractor in writing.

Liquidated damages as set forth in Subsection 108.07 under the heading "Daily Charge Per Calendar Day" in the Table titled "Schedule of Deductions for Each Day of Overrun in Contract Time", shall be applicable to each calendar day after the specified completion date, or authorized extension thereof, and until all work under the contract is completed.

907-108.06.2.4--Cessation of Contract Time. When the Engineer by written notice schedules a final inspection, time will be suspended until the final inspection is conducted and for an additional 14 calendar days thereafter. If after the end of the 14-day suspension all necessary items of work have not been completed, time charges will resume. If the specified completion date had not been reached at the time the Contractor called for a final inspection, the calendar day difference between the specified completion date and the date the Contractor called for a final inspection will be added after the 14-day period before starting liquidation damages. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be suspended until the final inspection is conducted and for seven (7) calendar days thereafter. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the

Engineer as prescribed in Subsection 105.16 and all items of work have been completed, the daily time charge will cease.

<u>907-108.07--Failure to Complete the Work on Time</u>. Delete the Schedule of Deductions table in Subsection 108.07 on page 85, and substitute the following.

Schedule of Deductions for Each Day of Overrun in Contract Time

Original Cont	Daily Charge	
From More Than	To and Including	Per Calendar Day
\$ 0	100,000	\$ 150
100,000	500,000	360
500,000	1,000,000	540
1,000,000	5,000,000	830
5,000,000	10,000,000	1,200
10,000,000	20,000,000	1,800
20,000,000		3,500

<u>907-108.10--Termination of Contractor's Responsibility.</u> In the last sentence of Subsection 108.10 on page 88, change "bond" to "performance and payment bond(s)".

SUPPLEMENT TO SPECIAL PROVISION NO. 907-109-6

DATE: 06/03/2014

SUBJECT: Measurement and Payment

Before the first sentence of Subsection 907-109.04 on page 1, add the following.

Delete the first paragraph under Subsection 109.04 on page 91, and substitute the following.

When extra work results for any reason and is not handled as prescribed elsewhere herein, the Engineer and the Contractor will attempt to agree on equitable prices. When such prices are agreed upon, a Supplemental Agreement will be issued by the Engineer.

When the Supplemental Agreement process is initiated, the Contractor will be required to submit to the Engineer a detailed breakdown for Material, Labor, Equipment, Profit and Overhead. The total allowable markup (which includes Prime Contractor and Subcontractor work, if applicable) for Supplemental Agreement work shall not exceed 20%.

The requirement for detailed cost breakdowns may be waived when a Department's Bid Item History exists for the proposed item(s), and the Contractor's requested price, including mark-up, is within 20% of the Department's Bid History cost for that item(s). In any case, the Department reserves the right to request detailed cost breakdowns from the Contractor on any Supplemental Agreement request.

When equitable prices cannot be agreed upon mutually by the Engineer and the Contractor, the Engineer will issue a written order that work will be completed on a force account basis to be compensated in the following manner:

After the last paragraph of Subsection 907-109.07 on page 2, add the following.

Delete the last paragraph of Subsection 109.07 on pages 97 & 98, and substitute the following.

Adjustments herein provided shall not apply to fuels consumed or materials incorporated into the work during any monthly estimate period falling wholly after the expiration of contract time as defined in Subsection 101.02 of the applicable Mississippi Standard Specifications for Road and Bridge Construction, and as determined by checked final quantities..

CODE: (IS)

SPECIAL PROVISION NO. 907-109-6

DATE: 05/01/2013

SUBJECT: Measurement and Payment

Section 109, Measurement and Payment, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

<u>907-109.01--Measurement of Quantities.</u> Delete the third full paragraph of Subsection 109.01 on page 90 and substitute the following.

When requested by the Contractor, material specified to be measured by the cubic yard or ton may be converted to the other measure as appropriate. 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.

After the second sentence of the fourth full paragraph of Subsection 109.01 on page 90, add the following.

Where loose vehicle measurement (LVM) is used, the capacity will be computed to the nearest one-tenth cubic yard and paid to the whole cubic yard. Measurements greater than or equal to nine-tenths of a cubic yard will be rounded to the next highest number. Measurements less than nine-tenths of a cubic yard will not be rounded to the next highest number. Example: A vehicle measurement of 9.9 cubic yards will be classified as a 10-cubic yard vehicle. A vehicle measurement of 9.8 cubic yards will be classified as a 9-cubic yard vehicle.

<u>907-109.04--Extra and Force Account Work</u>. In the last sentence of subparagraph (b) in Subsection 109.04 on page 91, change "bond" to "bond(s)".

Delete the first sentence of the second paragraph of subparagraph (d) in Subsection 109.04 on page 92 and substitute the following.

In the event an agreement cannot be reached for a particular piece of equipment, the book entitled "Rental Rate Blue Book For Construction Equipment" as published by EquipmentWatch® and is current at the time the force account work is authorized will be used to determine equipment ownership and operating expense rates.

907-109.06--Partial Payment.

<u>907-109.06.1--General</u>. Delete the fourth and fifth sentences of the third paragraph of Subsection 109.06.1 on page 94, and substitute the following.

In the event mutual agreement cannot be reached, the Contractor will be allowed a maximum of

25 calendar days following the Contractor's receipt of the monthly estimate in question to file in writing, a protest Notice of Claim in accordance with the provisions Subsection 105.17. Otherwise, the Engineer's estimated quantities shall be considered acceptable pending any changes made during the checking of final quantities.

<u>907-109.07--Changes in Material Costs</u>. Delete the third full paragraph of Subsection 109.07 on page 96 and substitute the following.

A link to the established base prices for bituminous products and fuels will be included in the contract documents under a Notice to Bidders entitled "Petroleum Products Base Prices."

CODE: (SP)

SPECIAL PROVISION NO. 907-618-13

DATE: 06/03/2014

SUBJECT: Temporary Construction Signs

Section 618, Maintenance of Traffic and Traffic Control Plan, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-618.03--Construction Requirements.

<u>907-618.03.2--Barricades, Signs, and Flaggers.</u> Delete the second paragraph of Subsection 618.03.2 on page 414, and substitute the following.

Flaggers shall be stationed at such points as may be deemed necessary.

Temporary construction signs shall be removed as their use becomes inapplicable. However, placing temporary signs and their supports flat on the ground outside the shoulder break line will be allowed.

<u>907-618.05--Basis of Payment</u>. Delete the first two pay items listed on page 418, and substitute the following.

907-618-A: Maintenance of Traffic - lump sum

907-618-B: Additional Construction Signs - per square foot

CODE: (SP)

SPECIAL PROVISIONS NO. 907-823-7

DATE: 07/07/2014

SUBJECT: Preformed Joint Seal

Section 907-823, Preformed Joint Seal, is hereby added to and becomes a part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

SECTION 907-823--PREFORMED JOINT SEAL

<u>907-823.01--Description</u>. 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.

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

The preformed joint seal shall be one of the following, or an approved equal. The size of the seal, Type I or Type II, shall be determined based on the size of the joint opening, as detailed in the Plans or drawings provided. It is the Contractor's responsibility to ensure that the size selected is appropriate for the width of the joint. Type I shall be used for joint openings less than two inches (2"). Type II shall be used for joint openings greater than two inches (2"), with the maximum joint opening being two and one-half inches $(2\frac{1}{2})$. In cases where the joint opening is greater than two and one-half inches $(2\frac{1}{2})$, another type of expansion material shall be required as directed by the Director of Structures, State Bridge Engineer.

- Silicoflex Joint Sealing System
 Manufactured by R.J. Watson, Inc. in Alden, NY www.rjwatson.com
- 2. Wabo®SPS Joint System
 Manufactured by Watson Bowman Acme Corporation in Amherst, NY
 www.wbacorp.com
- 3. V-Seal Expansion Joint System
 Manufactured by The D. S. Brown Company in North Baltimore, OH
 www.dsbrown.com

<u>907-823.03--Construction Methods.</u> 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.

<u>907-823.04--Method of Measurement.</u> 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.

<u>907-823.05--Basis of Payment.</u> 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

If" Min. Sealed * Preformed Joint Seal -Tool Finish To A ? Redius Sandine Adhesive (Tvo.) - Varies (Per Manufacturer's Specifications)

TYPICAL SECTION AT SAWCUT & SEALED JOINT Showing Sealed Joint After Sewout And Repair With Epaxy Mortar

*NOTES:

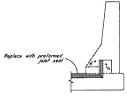
1. The Preformed Joint Seal Shall Be One Of The Following, Installed According To The Manufacturer's Specifications:

1" Seat (Typ. Both Sides)

A. Silicoflex Joint Sealing System Monufactured By R.J. Wetson, Inc. In Alden, NY www.c.jwatson.com

Design Width -

- B. Wabo SPS Joint System Handestree By Watson Borman Acme Corporation in Amherst, NY were working to Amherst, NY were whospy con
- C. V-Seel Expension Joint System Manufactured By The D.S. Brawn Company In North Bellimore, OH www.wishom.com
- 2. For Egingling Porposes, The R.I. Wolson Silicothes Joint Seeling System Was Schedul. However, Should Austher Supplier the Charm, It he The Contractor's Expansibility to Casure That The Manufacturer's Recommendations for Solvered For Joint Proposition, Installation Depths And Wolfas, Admissive Selfing Times, And Manufacturer Description Solver Selfing Porsent At The Joint Seeling Depths to Ensure that the Contractor Selfing Properly Schooled in Installation Of the Joint Materials.
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NOTES ON ASSOCIATED ITEMS OF WORK:

202-8298 REMOVAL OF EXISTING JOINT MATERIAL

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ADR-ADDI JOINT PREPARATION

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The Accepted Overtities 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. Basis Of Payment:

907-823-8001 SAW CUT, TYPE I & 907-823-8002 SAW CUT, TYPE II

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 Seat Selected.

The Accepted Oventities 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. Basis of Payment:

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

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

EPOXY MORTAR AND POLYMER CONCRETE NOTES: Either Epoxy Morter Or Folymer Concrete May Be Used. Guidelines For Selection Of Motorials Can Be Found In Section 800 of the

GENERAL NOTES:

- OCNECAL MULES.

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MISSISSIPPI DEPARTMENT OF TRANSPORTATION JOINT REPAIR SLIDING PLATE EXPANSION JOINTS

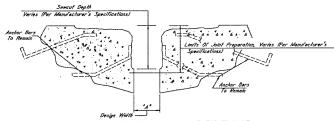
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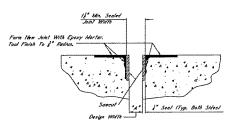
24 TYPICAL SECTION AT EXISTING JOINT Showing Existing Expansion Device To be Removed And Replaced With Preformed Joint Seal

Remove Expansion Device

-Remove Steel Angles

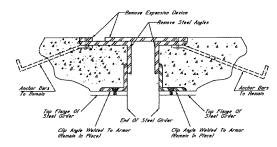


TYPICAL SECTION AT JOINT AFTER REMOVAL OF EXISTING SEAL Showing Limits Of Joint Preparation For Application Of New Joint Seat Materials

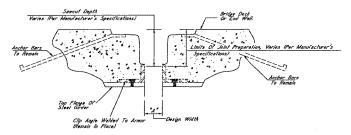


TYPICAL SECTION AT SAWCUT & JOINT REPAIR Showing Area Where Repeirs Are Made After Sawcut With Epoxy Marter Or Approved Equivalent

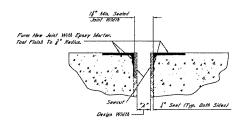
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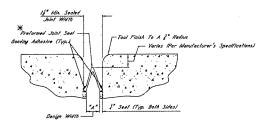
TYPICAL SECTION AT EXISTING JOINT Showing Existing Expansion Device To Be Removed And Replaced
With Prefermed Joint Seal



TYPICAL SECTION AT JOINT AFTER REMOVAL OF EXISTING MATERIAL Showing Limits Of Joint Proparation For Application Of New Joint Section Materials



TYPICAL SECTION AT SAWCUT & JOINT REPAIR Showing Ares Where Repairs Are Made After Sowcul With Epoxy Morter Or Approved Equivalent



TYPICAL SECTION AT SAWCUT & SEALED JOINT Showing Sealed Joint After Seweut And Repair With Epoxy Marter

*NOTES:

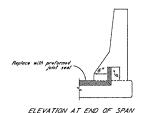
1. The Preformed Joint Seel Shell Be One Of The Following, Installed According To The Manufacturer's Specifications:

A. Silicollex Joint Seeling System
Manufactured By R.J. Watson, Inc. In Alden, NY
www.r.jwatson.com

B. Wabo SPS Joint System Manufactured By Welson Bowman Acme Corporation in Ambers!, NY www.wbacop.com

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

- 2 for Estinating Proposes, The RJ Walson Silicoller Joint Seeling System Was Selected. However, Should Another Supplier Be, Chasen, Il 1s The Contractor's Responsibility To Castre Rate the Action Contractor's Responsibility To Castre Rate that the Manufactures of Recommodation for Federal Proposed Contractor of Proposed Contractor of Proposed Contractor of Proposed Contractor of Proposed By The Manufactures. A Manufacturer Representative Staff Ber Assent At The Time Joint Seeling Online To Castre That The Contractor is Property Schooled In Installation Of the Joint Malaria.
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NOTES ON ASSOCIATED ITEMS OF WORK:

202-8298 REMOVAL OF EXISTING JOINT MATERIAL

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808-A001 JOINT PREPARATION

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Basis Of Payment: The Accepted Quentities Will Be Paid For In Linear Feet At The Contract Unit Price Along the Length Of The Bridge Deck On Each Side Of The Contentine John.

907-823-8001 SAW CUT, TYPE 1 & 907-823-8002 SAW CUT, TYPE II

Description:

The Saw Cut Depth Shell 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.

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 Contestine Joint.

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

The Accepted Ounstities Will Be Paid For in Linear Feet At The Contract Unit Price Along The Length Of The Centerline Joint. Besis Of Payment:

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

- SENERAL NOTES:

 1. Specifications: Mississipal Standard Specifications For Road And Orige Construction. 2004.

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

*NOTES:

Design Width

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

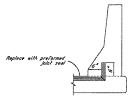
1" Seal (Typ. Both Sides)

A. Silicollex Joint Seeling System Manufactured By R.J. Wolson, Inc. in Alden, NY www.r.jwolson.com

B. Wako SPS Joint System Manufactured By Walson Bauman Acme Corporation in Amherst, NY www.wbaccp.com

G. V-Seal Expansion Joint System Manufactured By The D.S. Brown Company In North Ballimore, OH www.dstrows.com

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NOTES ON ASSOCIATED ITEMS OF WORK:

202-8298 REMOVAL OF EXISTING JOINT MATERIAL

Shall include The Removal Of Material Associated With Armor, Stiting Plate, And Magarema Expansion Joints, As Designated in The Orbail Oranings Provided. Other Joint Types Shall Met De Included Uniter This Stem Of Work Unions Otherwise Overcled by The Eigheen.

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808-ADDI JOINT PREPARATION

Description:

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

907-823-8001 SAW CUT, TYPE I & 907-823-8002 SAW CUT, TYPE II

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

The Accepted Ocumities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Leigth Of The Bridge Deck On Each Side Of The Contestine Joint.

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

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

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

GENERAL NOTES:

SCREAM. (VILLE).

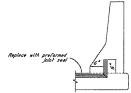
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MISSISSIPPI DEPARTMENT OF TRANSPORTATION

JOINT REPAIR

ARMORED EXPANSION JOINTS



MDOT PROJECT

time!

WORKING NUMBER COUNTY

TYPICAL SECTION AT SAWCUT & JOINT REPAIR Showing Area Where Repairs Are Made After Sancus With Epoxy Morter Or Approved Equivalent

TYPICAL SECTION AT EXISTING JOINT Showing Existing Expension Device To Be Removed And Replaced
With Preformed Joint Seel

Remove Steel Angles Where Directed

Bridge Deck Or End Wall.

Bridge Deck Or End Wall

1" Seat (Typ. Both Sides)

Limits Of Joint Proporation, Varies (Per Monufacturer's Specifications)

Anchor Bars

Bridge Dect Or End Wall.

Saucut Depth

Varies (Per Manufacturer's Specifications)

Form New Joint With Epoxy Mortor.

Desien Width

13" Min. Sealed

Design Width -

TYPICAL SECTION AT JOINT AFTER REMOVAL OF EXISTING MATERIAL

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

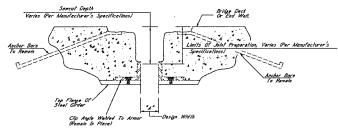
907-823-7

PROJECT NO.

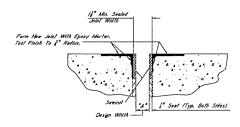
STATE MISS.

Bridge Deck End Of Steel Girder Clip Angle Welded To Armor (Remain in Place)

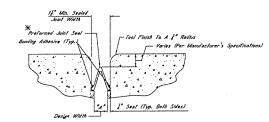
TYPICAL SECTION AT EXISTING JOINT Showing Existing Expension Device To Be Removed And Replaced
With Preformed Joint Seal



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



TYPICAL SECTION AT SAWCUT & JOINT REPAIR



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

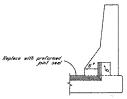
*NOTES:

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

B. Wase SPS Joint System Manufactured By Welson Bowman Acme Corporation in Amherst, NY www.whacorp.com

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

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- 3. Johns Shall be Sealed At Their Design Wittles, Dimension "It Which is Defined As the Actual While the half desiring his Will been the Account for the half desiring his with been the Account for the Accou



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NOTES ON ASSOCIATED ITEMS OF WORK:

202-8298 REMOVAL OF EXISTING JOINT MATERIAL

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808-A001 JOINT PREPARATION

Description:

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Basis Of Payment: The Accepted Quantities Will Be Paid For In Linear Feet At
The Contract Unit Price Along The Leight Of The Bridge Deck
On Each Side Of The Centerline Juint 907-823-8001 SAW CUT, TYPE I A 907-823-8002 SAW CUT, TYPE II

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

Basis of Payment: The Accepted Countities Will De Paid For In Linear Feet At
The Contract Unit Price Along The Leight Of The Bridge Deck
On Each Side Of The Contentine Joint

907-823-A001 PREFORMED JOINT SEAL, TYPE !

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

EPOXY MORTAR AND POLYMER CONCRETE NOTES:

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

GENERAL MOTES:

1. Specifications: Mississipii Standard Specifications For Road
And Bridge Construction, 2004.

2. No Change Of Places Will be Premitted Except by Willen
Approved Of The Direction of Structures, State Bridge Engineer,
Minor Changes to Detail Of Design Or Construction Procedure
May be Authorized by the Bridge Engineer Provided Stockholmers
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ARMORED EXPANSION JOINTS STEEL GIRDER SPANS



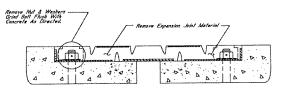
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DETAILER ISSUE DATE

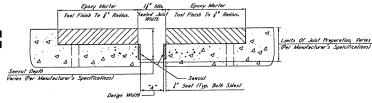
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1654, DRECTOR OF STRUCTURES, ASSIST, STATE MIXED DECIMER - ASSIST WALKER

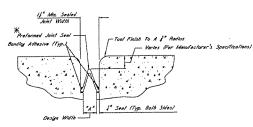
STATE PROJECT NO. MISS.



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



TYPICAL SECTION AT JOINT AFTER REMOVAL OF EXISTING SEAL Showing Limits Of Joint Properation For Application Of New Joint

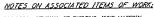


TYPICAL SECTION AT SAWCUT & SEALED JOINT Showing Sealed Joint After Sowcut And Repair With Epony Morter

* NOTES:

- 1. The Preformed John Seal Shall Be One Of The Following, Installed According To The Manufacturer's Specifications:
- A. Silicollex Joint Seeling System
 Menufactured By R.J. Walson, Inc. in Alden, NY
 www.rjmetson.com
- B. Wabo SPS Joint System
 Monufactured By Walson Bommon Acme Corporation in Amherst, NY
 www.whecorp.com
- C. V-Seal Expansion Joint System Manufactured By The D.S. Brown Company In North Baltimore, OH www.dstrown.com
- 2 for Estimating Reposes, The RJ Walson Silicalier Joint Sealing System Was Selected. However, Should Another Supplier Be Chosen, If is The Confrector's Responsibility of Ensure Hat the Mandactioners of Recommodations are Statement for the Confrector's Recommodations are Statement for Another Proposed Between the Seatification Provided by The Manufacturers. A Manufacturer Representative Shall Be Present Al To The Another Representative Shall Be Present Al To The Another Seating Begins To Ensure That The Contractor is Properly Schooler in Installation Of The Joint Material.
- merennia.

 Joints Shall Be Seeled At Their Design Williss, Discussion "A", White is Orlined Ag.,
 The Actual World Of the John Organiza, This Republic Dees their Account For Their Be
 The Actual World State of the Control of the World Organization of the Control of the Control



202-8298 REMOVAL OF EXISTING JOINT MATERIAL

Shall Include The Removal Of Material Associated With Armor, Stelling Plats, And Neoprina Expansion Juilds, As Designated in The Detail Oranings Provided. Other Joint Types Shall Not De Included Under This Hen Work Libras Otherwise Directed by The Eighteer.

Basis Of Payment: Removed of Armor And String Plate, Joint Material Will,
so Paid For In those Feet At The Contract last Price
Along The Legals Of The Bridge Over to Each Strice Of The
Contariling Johns, White Removed Of Napyrese Joint
Material Will day be faid For As The Legals Along
The Contaring Of The Joint,

808-A001 JOINT PREPARATION

Description:

Shall Include The Wort Necessary To Repair Joints In Proparation For The Placement Of New Exposition Molecular As Designeth in The Oddel Descripts Provided, Export Mortan As Designeth in The Theology Provided Construction Of Existing Silicone Seeled, Compression And AC Seeled Joint Materials Will Not De Part For Directly And Shall De Considered As Assorbed Under This Hom Of Work, All Other Requirements Shall De In Accordance With The Applicable Of Provisions Of Section 6000 Of The Specifications And Any Other Sections Specified Theology.

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 Contribus Joint.

907-823-8001 SAW CUT, TYPE I & 907-823-8002 SAW CUT, TYPE II

The Sew Cut Depth Shell Be Equivalent To The Installation Depth Required By The Manufacturer's Specifications. The Sew Cut Type Shall Be The Same As The Preformed Joint Seat Selected.

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

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

Basis Of Payment: The Accepted Quantities Will De Paid For in Linear Feel At The Contract Unit Price Along The Length Of The Contestine Aint.

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

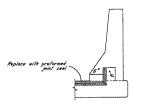
GENERAL NOTES:

- MENERIAL (NUTE):

 1. Specifications: Mississippl Standard Specifications for Road And Bridge Construction, 2004.

 2. No Change Of Plans Will be Described Except by Written Approved of the Dural Of Structures, State Bridge Engineer, Approved of the Dural Of Design Construction Procedure Adv. De Authorized by The Bridge Engineer Provided Such Changes Will hat Be Gause For Contract Price Advantaged.

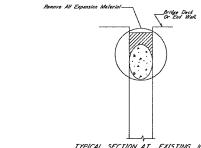
 3. Work For Which the Pay Item is Provided in The Proposal Will hat Be Paid For Described And Absorbed Hem of Work.



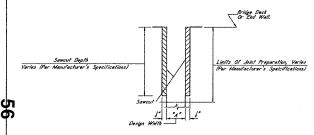
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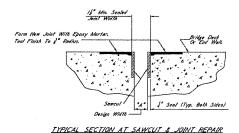
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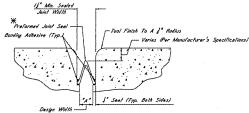


TYPICAL SECTION AT EXISTING JOINT Showing Existing Expansion Materials To De Removed And Replaced
With Preformed Joint Seal



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





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

*NOTES:

- 1. The Preformed Joint Seel Shell Be One Of The Following, Installed According To The Manufacturer's Specifications:
 - A. Sticottex Joint Sealing System
 Monutectured By R.J. Watson, Inc., in Alden, NY
 www.r.jwatson.com
 - B. Webo 5P5 Joint System Manufactured By Welson Bowmen Acme Corporation in Amherst, NY www.wbacorp.com
 - G. V-Seel Expansion Joint System Manufactured By The D.S. Brown Company to North Baltimore, OH www.dskrown.com
- 2 for Estimating Reposes, The RJ Welson Silicules, Joint Senling System Was Selected, Hereby, Sheutel Anther Sugaler De Chasen, Il is The Contractor's Responsibility to Ensure And the Admitischer's Recommendation for Reliment of Any Other Victioness Believe In Secultarian Provided By The Manufactures, A Manufacture Representative Shell De Persent Al To I me Just Senling Depins To Ensure That the Contractor is Property Schooled Installation Of the Joint Material.
- material of Seeler Al Their Centyn Williss, Dimension "A", Which is Carlined As, John Actual Willia of the John Openius, This Willia Dees And Account For Their Openius, This William Dees And Account For Their Re-lated For Deeper Willias Cases, Theo 2", Irranguest John Tas, Irran VI, Shell De Loved For Deeper Willias Greater Than or Count To 2", With The Mangious Deeper William For Deeper William Constant Than or Count To 2", With The Mangious Deeper William Of Companius Material Shell Weighted As Devoted By The Devictor Of Theorems of Shell Bridge Expinent, It is the Contractor's Responsibility to Ensure That The Sice Sented its Appropriate For the Willia Of the John.

NOTES ON ASSOCIATED ITEMS OF WORK:

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STATE PROJECT NO.

Basis Of Payments 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 Conterline Joint.

907-823-8001 SAW CUT, TYPE I & 907-823-8002 SAW CUT, TYPE II

Description:

The Accepted Quantities Will Be Paid For In Linear Feel At The Contract Unit Price Along The Length Of The Bridge Deet On Each Sele Of The Contestine John! It Is The Contractor's Responsibility To Ensure that The Proper Dupth is Selected Based On the Meaningtoner's Recommedians. Basis of Payment:

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

Basis Of Payment: The Accepted Overlities Will Be Paid For In Linear Feet Af The Contract Unit Price Along The Length Of The Conterline Jobs.

EPOXY MORTAR AND POLYMER CONCRETE NOTES: Either Epoxy Marter 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, 2004.
 2. He Change Of Plans Will for Fermiller Except By Written
 2. The Change of Plans Will for Fermiller Except By Written
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COUNTY SHEET NUMBER DESIGNER

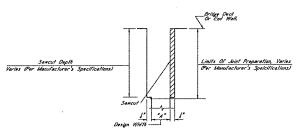
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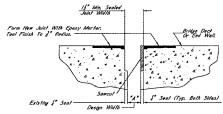
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Bridge Deck Or

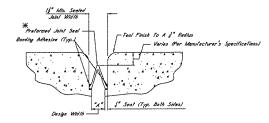
TYPICAL SECTION AT EXISTING JOINT Showing Existing Expension Device To Be Removed And Replaced
With Preformed Joint Seal



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



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



TYPICAL SECTION AT SAWCUT & SEALED JOINT Showing Sealed Joint After Seweut And Repair With Epoxy Marter

*NOTES:

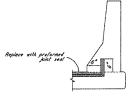
1. The Preformed Joint Seal Shall Be One Of The Following, Installed According To The Monufacturer's Specifications:

A. Silicottex Joint Sealing System Manufactured By R.J. Watson, Inc. in Alden, NY www.r.jwatson.com

8. Waba SPS John System Manufactured By Watson Bowman Acme Corporation in Amberst, NY www.wbacop.com

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

- 2. For Estimating Perpass, The RJ Welson Silicates shint Seeing System Was selected. However, Shouth Another Supplier De Chasen, It is The Contractor's Responsibility to Escare, That the Manifester's Recommendation for February of See and Proposition Intellection Depths don't Relate the Manifester September of American Section Contractor Depths and Section Section
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NOTES ON ASSOCIATED ITEMS OF WORK:

808-A001 JOINT PREPARATION

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STATE PROJECT NO. MISS.

Basis Of Payment: The Accepted Quantities Will Be Paid For In Linear Feet At
The Contract Unit Price Along the Leight Of The Bridge Deck
On Each Side Of The Contentine John.

907-823-8001 SAW CUT, TYPE I & 907-823-8002 SAW CUT, TYPE II

Description:

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

The Accepted Ovanities Will Be Paid For In Linear Feel At The Centract Unit Price Along The Length Of The Bridge Dect On Each Sie Of The Contestine Joint. It is The Contractor's Responsibility To Ensure That The Proper Dupth is Selected Based On the Manufacturer's Recommediations.

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

EPOXY MORTAR AND POLYMER CONCRETE NOTES: Either Epary Mortor Or Polymer Concrete May Be Used. Guidelines For Selection Of Meterials Can Be Found in Section 808 of the Specifications.

GENERAL NOTES:

- Social Control of the Control of the

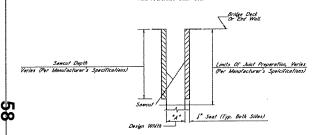




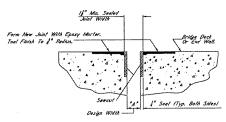
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ove All Expansion Material-

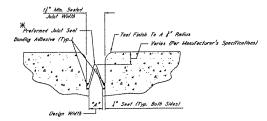
TYPICAL SECTION AT EXISTING JOINT Showing Existing Expansion Material To Be Removed And Replaced
With Preformed Joint Seal



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



TYPICAL SECTION AT SAWCUT & JOINT REPAIR Showing Area Where Repairs Are Mede After Sewout, With Epoxy Morter Or Approved Equivalent



TYPICAL SECTION AT SAWCUT & SEALED JOINT Showing Sealed Joint After Sewout And Repair With Epoxy Morter

* NOTES

- 1. The Preformed Joint Seel Shell Be One Of The Following, Installed According to The Manufacturer's Specifications:
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- B. Wabo SPS Joint System Manufactured By Walson Bowman Acme Corporation in Amherst, NY www.wbacop.com
- C. V-Seel Expansion Joint System Manufactured By The D.S. Brown Company In North Ballimore, OH www.dsfroms.com
- 2. For Estimating Purposes, The RJ Wolson Silicoller Joint Sealing System Was Selected, However, Should Apoller Supplier De Charen, It is the Contractor's Responsibility To Ensure That The Manifesterer's Recommendations Are Political For Joint Properation, Installation Depths and Wollton, Advances String Times, And Any Other Versineers Develored The Specification of the One String Times, And The Contractor of the Property Schooled in Installation Of The Joint To Ensure That The Contractor is Property Schooled in Installation Of The Joint Material.
- 3. doish Shall Be Seebed At Their Coopin Wolfs, Dimension "A" Which is Delived As The Actual With Or the said Gentley. This Wilth Does Not Account For The See April With Soil The Said See April 1964 Account For The See April 1964 Account For Design Will Seas Then 2". Preferred Joint Seet, Type II, Shall Be Used For Design Will See Account Than 2" will The Margium Chenga Will Being 2". In Cases Where Daspin Will Sharl Be For Design Account Medical Shall be Required to Decide The Shall Be See Account Than 2", Another Type Of Exposured See April 1964 Account Medical Shall be Required to Decide Medical Shall Be See Account Sha

NOTES ON ASSOCIATED ITEMS OF WORK: 808-A001 JOINT PREPARATION

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STATE PROJECT NO. MISS.

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

907-823-8001 SAW CUT, TYPE 1 & 907-823-8002 SAW CUT, TYPE II

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Basis of Payment: The Accepted Owantilies Will Be Paid For In Linear Feet Al The Contract Unit Price Many The Length Of The Bridge Dect On Each Side Of The Conterino both. It is The Contractor's Responsibility To Casure That The Proper Depth is Selected Based on The Management Class.

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

Basis Of Payment: The Accepted Quentities Will Be Paid For in Linear Feel At The Contract Unit Price Along the Length Of The Contentine Joint.

EPOXY MORTAR AND POLYMER CONCRETE NOTES:

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

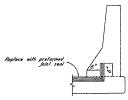
GENERAL NOTES:

- SELECTAL INVECTOR ASSISSIPS Standard Specifications For Road
 And Bridge Construction, 2004.

 And Bridge Construction, 2004.

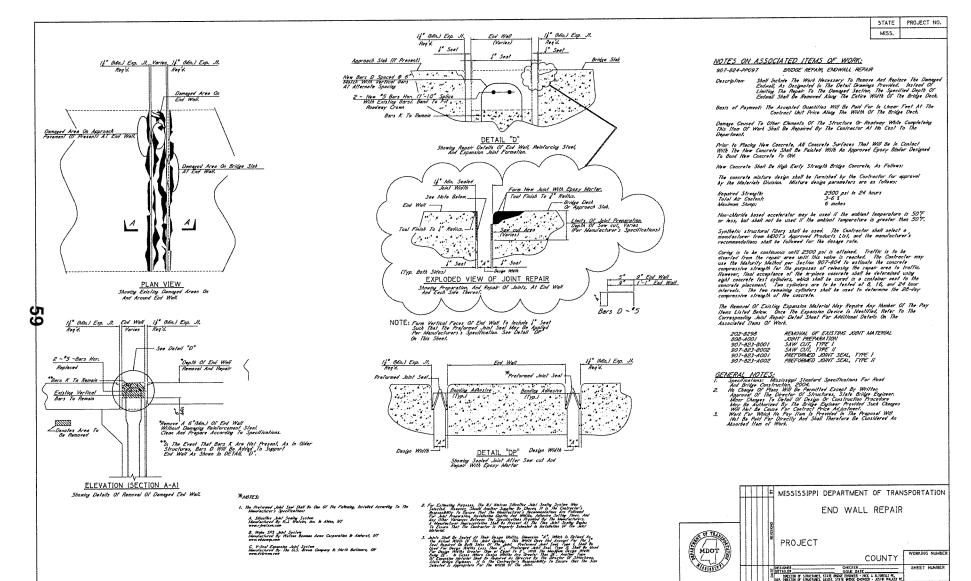
 And Bridge Construction, 2004.

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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.

Attached hereto is a certified check, cashier's check or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law).

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.

SECTION 905 -- PROPOSAL (CONTINUED)

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) enclose a certified check, cashier's check or bid bond for <u>five percent (5%) of total bid</u> 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.

Respectfully Submitted

	J				
	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 titles and business addresses of the executives are as follows:	he State of		and	the	names,
President		Address			
Secretary		Address			
Treasurer		Address			

Revised 11/24/2008

The following is my (our) itemized proposal.

Bridge Maintenance on US 49 at Lime Kiln Creek Bridge No. 173.0A, known as State Project No. SP-0008-03(054) / 105337301 in Hinds County.

Line	Item Code	Adj	Quantity	Units	Description [Fixed Unit Price]
No.		Code		Roadway Items	
0010	202-B298		224	Linear Feet	Removal of Existing Joint Material
0020	619-D1001		45	Square Feet	Standard Roadside Construction Signs, Less than 10 Square Feet
0030	619-D2001		280	Square Feet	Standard Roadside Construction Signs, 10 Square Feet or More
0040	619-G4001		24	Linear Feet	Barricades, Type III, Single Faced
0050	620-A001		1	Lump Sum	Mobilization
0060	907-618-A001		1	Lump Sum	Maintenance of Traffic
					Bridge Items
0070	808-A001	(S)	224	Linear Feet	Joint Preparation
0080	907-823-A001		187	Linear Feet	Preformed Joint Seal, Type I
0090	907-823-B001		224	Linear Feet	Saw Cut, Type I
0100	907-824-PP095	i	20	Each	Bridge Repair, Beam Support for 40-Foot Beam, Per Plans
0110	907-824-PP095	i	6	Each	Bridge Repair, Pressure Wash and Clean Bent, Per Plans
0120	907-824-PP095	i	20	Each	Bridge Repair, Rust Grip Paint, Per Plans
0130	907-824-PP100)	1	Cubic Yard	Bridge Repair, Epoxy Repair, Per Plans

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.

COMBINATION BID PROPOSAL

I. 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).

	Project No.	<u>County</u>	Project No.	<u>County</u>
1			6	
2			7	
3			8	
4			9	
5			10	_

- A. If option (a) has been selected, then go to II, and sign Combination Bid Proposal.
- B. If option (b) has been selected, then complete the following, go to II, and sign Combination Bid Proposal.

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

Pay Item Number	Unit	Unit Price Reduction	Total Item Reduction	Total Contract Reduction
	Pay Item Number	Pay Item Number Unit Unit Unit	Pay Item Number Unit Reduction	Pay Item Number Unit Unit Price Reduction Reduction

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

Pay Item

Unit

Project Number

II.

J	Number	Reduction	Reduction	Reduction
9.				
10.				
10.		_		
		_		
	1 . 1 . 1	0.1 0.11		1: .: D:15
C. If option (c) has been s	selected, then initial and con	mplete one of the follow:	ing, go to II. and sign Co	embination Bid Proposal.
I (We) desire to	be awarded work not to ex	sceed a total monetary va	alue of \$.
I (We) desire to	be awarded work not to ex	kceednumber	of contracts.	
	Mississippi Transportation Coon the basis of lowest sepa			any and all proposals, but also the to the State.
	d agreed that the Combinate ate contract in accordance v			and that each contract shall operate
I (We), the undersigned, ag	gree to complete each conti	ract on or before its spec	ified completion date.	
		SIGNED		

Unit Price

Total Item

Total Contract

TO: EXECUTIVE DIRECTOR, MISSISSIPPI DEPARTMENT OF TRANSPORTATION JACKSON, MISSISSIPPI

CERTIFICATE

If awarded this contract, I (we) contemplate that portions of the contract will be sublet. I (we) certify that those subcontracts which are equal to or in excess of fifty thousand dollars (\$50,000.00) will be in accordance with regulations promulgated and adopted by the Mississippi State Board of Contractors on January 13, 1999.

I (we) agree that this notification of intent DOES NOT constitute APPROVAL of the subcontracts. NOTE: Insert name and address of subcontractors. (Subcontracts equal to or in excess of fifty thousand dollars (\$50,000.00) ONLY.) (Individual or Firm) (Address) (Individual or Firm) (Address) (Individual or Firm) (Address) (Individual or Firm) (Address) NOTE: Failure to complete the above <u>DOES</u> <u>NOT</u> preclude subsequent subcontracts. Subsequent subcontracts, if any, equal to or in excess of fifty thousand dollars (\$50,000.00) will be in accordance with regulations promulgated and adopted by the Mississippi State Board of Contractors on January 13, 1999. Contractor ____

<u>CERTIFICATION</u> (Execute in duplicate)

I,
(Name of person signing certification)
individually, and in my capacity as of
(Title)
do hereby certify under
(Name of Firm, Partnership, or Corporation)
penalty of perjury under the laws of the United States and the State of Mississippi that
, Bidder
(Name of Firm, Partnership, or Corporation)
on Project No. SP-0008-03 (054) / 105337301
in <u>Hinds</u> 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 are not currently under suspension, debarment, voluntary exclusion or determination of ineligibility; nor have a debarment pending; nor been suspended, debarred, voluntarily excluded or determined ineligible within the past three years by the Mississippi Transportation Commission, the State of Mississippi, any other State or a federal agency; nor been indicted, convicted or had a civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.
Initial here "" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.
Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.
All of the foregoing and attachments (when indicated) is true and correct.
Executed on
Signature
(5/29/2008S)

<u>CERTIFICATION</u> (Execute in duplicate)

I,
(Name of person signing certification)
individually, and in my capacity as of
(Title)
do hereby certify under
(Name of Firm, Partnership, or Corporation)
penalty of perjury under the laws of the United States and the State of Mississippi that
, Bidder
(Name of Firm, Partnership, or Corporation)
on Project No. SP-0008-03 (054) / 105337301
in <u>Hinds</u> 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 are not currently under suspension, debarment, voluntary exclusion or determination of ineligibility; nor have a debarment pending; nor been suspended, debarred, voluntarily excluded or determined ineligible within the past three years by the Mississippi Transportation Commission, the State of Mississippi, any other State or a federal agency; nor been indicted, convicted or had a civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.
Initial here "" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.
Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.
All of the foregoing and attachments (when indicated) is true and correct.
Executed on
Signature
(5/29/2008S)

SECTION 902

CONTRACT FOR SP-0008-03 (054) / 105337301
LOCATED IN THE COUNTY(IES) OF _	Hinds
STATE OF MISSISSIPPI,	
COUNTY OF HINDS	

This contract entered into by and between the Mississippi Transportation Commission on one hand, and the undersigned contractor, on the other witnesseth;

That, in consideration of the payment by the Mississippi Transportation Commission of the prices set out in the proposal hereto attached, to the undersigned contractor, such payment to be made in the manner and at the time of times specified in the specifications and the special provisions, if any, the undersigned contractor hereby agrees to accept the prices stated in the proposal in full compensation for the furnishing of all materials and equipment and the executing of all the work contemplated in this contract.

It is understood and agreed that the advertising according to law, the Advertisement, the instructions to bidders, the proposal for the contract, the specifications, the revisions of the specifications, the special provisions, and also the plans for the work herein contemplated, said plans showing more particularly the details of the work to be done, shall be held to be, and are hereby made a part of this contract by specific reference thereto and with like effect as if each and all of said instruments had been set out fully herein in words and figures.

It is further agreed that for the same consideration the undersigned contractor shall be responsible for all loss or damage arising out of the nature of the work aforesaid; or from the action of the elements and unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work, exceptions being those specifically set out in the contract; and for faithfully completing the whole work in good and workmanlike manner according to the approved Plans, Specifications, Special Provisions, Notice(s) to Bidders and requirements of the Mississippi Department of Transportation.

It is further agreed that the work shall be done under the direct supervision and to the complete satisfaction of the Executive Director of the Mississippi Department of Transportation, or his authorized representatives, and when Federal Funds are involved subject to inspection at all times and approval by the Federal Highway Administration, or its agents as the case may be, or the agents of any other Agency whose funds are involved in accordance with those Acts of the Legislature of the State of Mississippi approved by the Governor and such rules and regulations issued pursuant thereto by the Mississippi Transportation Commission and the authorized Federal Agencies.

The Contractor agrees that all labor as outlined in the Special Provisions may be secured from list furnished by

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

The Contractor agrees that he has read each and every clause of this Contract, and fully understands the meaning of same and that he will comply with all the terms, covenants and agreements therein set forth.

		W	itness	our signatures	this the	day of	,	·				
	Con	tracto	r (s)									
Ву						MISSISSIPPI TR	ANSPORTA	HON	COMN	AISSIO	N	
Title					By							
Signed and sealed in the presence of: (names and addresses of witnesses)					Executive Director							
						Secre	etary to the Co	mmis	sion			_
Award	authorized	by	the		Transportation to Book No	Commission Page			the		day	of

Revised 8/06/2003

S E C T I O N 9 0 3 PERFORMANCE AND PAYMENT BOND

CONTRACT BOND FOR: _	SP-0008-03 (054) / 105337301
LOCATED IN THE COUNTY	V(IES) OF: Hinds
STATE OF MISSISSIPPI,	
COUNTY OF HINDS	
Know all men by these present	ts: that we,
	(Contractor)
	Principal, a
	in the State of
and	(Surety)
	in the State of,
	he State of Mississippi, under the laws thereof, as surety, effective as of the contract
	d firmly bound unto the State of Mississippi in the sum of
,	, II <u>——————————————————————————————————</u>
(\$) Dollars, lawful money of the United States of America, to be paid
	and truly to be made, we bind ourselves, our heirs, administrators, successors, or
assigns jointly and severally by	y these presents.
The conditions of this bond are	e such, that whereas the said
principal, has (have) entered i	into a contract with the Mississippi Transportation Commission, bearing the date of
	A.Dhereto annexed, for the construction of certain projects(s)
	mentioned in said contract in accordance with the Contract Documents therefor, on
file in the offices of the Missis	sippi Department of Transportation, Jackson, Mississippi.
Now therefore, if the above bo	unden
	in all things shall stand to and abide by and well and truly observe,
	singular the terms, covenants, conditions, guarantees and agreements in said contract,
	to be observed, done, kept and performed and each of them, at the time and in the all of the material and equipment specified in said contract in strict accordance with
	ch said plans, specifications and special provisions are included in and form a part of
said contract and shall maintai	n the said work contemplated until its final completion and acceptance as specified in
	roved specifications, and save harmless said Mississippi Transportation Commission
	ng out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, hatsoever, on the part of said principal (s), his (their) agents, servants, or employees in
	or in any manner connected therewith, and shall be liable and responsible in a civil
	t the instance of the Mississippi Transportation Commission or any officer of the State
	double any amount in money or property, the State may lose or be overcharged or
otherwise defrauded of, by re	eason of wrongful or criminal act, if any, of the Contractor(s), his (their) agents or

employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages, any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the Executive Director of the Mississippi Department of Transportation, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

(Contractors) Principal	Surety			
Ву				
	(Signature) Attorney in Fact			
	Address			
Title				
(Contractor's Seal)	(Printed) MS Agent			
	(Signature) MS Agent			
	Address			
	(Surety Seal)			
	Mississippi Insurance ID Number			



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we					
	Contractor				
		Address			
		City, State ZIP			
as Principal, hereinafter called the Principal, and		Surety			
		3			
a corporation duly organized under the laws of the state of as Surety, hereinafter called the Surety, are held and firmly			_		
•			<u>лі, ічнэмімі</u>		
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 madexecutors, administrators, successors and assigns, jointly a			d ourselves, our heirs,		
WHEREAS, the Principal has submitted a bid for Bridge known as State Project No. SP-0008-03 (054) / 10533730			ek Bridge No. 173.0A,		
said Principal will, within the time required, enter into a performance of the terms and conditions of the contract, will pay unto the Obligee the difference in money betwee which the Obligee legally contracts with another party to p in no event shall liability hereunder exceed the penal sum because and sealed this day of	then this obligation the amount operform the work hereof.	ation to be void; otherwise the of the bid of the said Principal o	he Principal and Surety pal and the amount for		
		(Principal)	(Seal)		
	Den				
(Witness)	By:	(Name)	(Title)		
		(Surety)	(Seal)		
	Ву:				
(Witness)	(Attorney-in-Fact)				
	MS Agent				
	Mississippi Insurance ID Number				