



SM No. CEXB2835000061

PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF

12

Bridge Repair on SR 178 over the Mantachie Canal Bridge No. 102.7, known as
State Project No. EXB-2835-00(006) / 107139310 in Itawamba County.

Project Completion: 10/14/2016

(STATE DELEGATED)

NOTICE

**BIDDERS MUST PURCHASE A BID 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

JACKSON, MISSISSIPPI

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION
TABLE OF CONTENTS**

PROJECT: EXB-2835-00(006) / 107139310 - Itawamba

Section 901 - Advertisement

Section 904 - Notice to Bidders

#1	Governing Specifications
#3	Final Cleanup
#1405	Errata & Modifications to 2004 Standard Specifications
#1928	Federal Bridge Formula
#2382	Status of ROW, w/ Attachments
#3893	Petroleum Products Base Price
#4214	Safety Apparel
#4526	Electronic Addendum Process
#4565	Manual on Uniform Traffic Control Devices (MUTCD)
#5044	Questions Regarding Bidding
#5053	Contractor Correspondence
#5412	Weight Limits
#5824	Adjustments for Bituminous Materials
#5866	Payroll Requirements
#6058	Contract Time
#6059	Specialty Items

Section 907 - Special Provisions

907-101-4	Definitions
907-102-12	Bidding Requirements and Conditions
907-103-11	Award and Execution
907-104-5	Scope of Work
907-104-6	Partnering Process
907-105-8	Control of Work
907-107-13	Legal Relations and Responsibility to Public, w/Supplement
907-108-37	Prosecution and Progress, w/ Supplement
907-109-8	Measurement and Payment
907-618-13	Temporary Construction Signs
907-619-8	Portable Smart Work Zone Systems (SWZS)
907-823-8	Preformed Joint Seal, w/ Attachments
907-845-3	Coating Existing Structural Steel

Section 905 - Proposal, Proposal Bid Items, Combination Bid Proposal

State Board of Contractors Requirement

State Certification Regarding Non-Collusion, Debarment and Suspensions

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)

02/24/2016 02:51 PM

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 901 - ADVERTISEMENT

Electronic bids will be received by the Mississippi Transportation Commission at 10:00 o'clock A.M., Tuesday, March 22, 2016, from the Bid Express Service and shortly thereafter publicly read on the Sixth Floor for:

Bridge Repair on SR 178 over the Mantachie Canal Bridge No. 102.7, known as State Project No. EXB-2835-00(006) / 107139310 in Itawamba 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 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 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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1

CODE: (IS)

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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3

CODE: (SP)

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SECTION 904 - NOTICE TO BIDDERS NO. 1405

CODE: (IS)

| DATE: 03/15/2007

SUBJECT: ERRATA AND MODIFICATIONS TO THE 2004 STANDARD SPECIFICATIONS

<u>Page</u>	<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 “ ≤ ”.

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".

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| 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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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

STATUS OF RIGHT-OF-WAY

EXB-2835-00(006)

107139-310000

Itawamba County

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
EXB-2835-00(006)
107139-310000
Itawamba County
January 21, 2016

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

EXB-2835-00(006)

107139-310000

Itawamba County

January 21, 2016

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.

RAILROAD STATUS REPORT

EXB-2835-00(006)

107139310

ITAWAMBA COUNTY(IES)

January 8, 2016

There are no railroad facilities affected by the above referenced project.

ENCROACHMENT CERTIFICATION

EXB-2835-00(006)

107139310

ITAWAMBA COUNTY(IES)

January 8, 2016

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

UTILITY STATUS REPORT

EXB-2835-00(006)

107139310

ITAWAMBA COUNTY(IES)

January 8, 2016

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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 3893

CODE: (SP)

DATE: 04/10/2012

SUBJECT: Petroleum Products Base Prices

Bidders are advised that monthly petroleum products base prices will be available at the web site listed below. Current monthly prices will be posted to this web site on or before the 15th of each month. Bidders are advised to use the petroleum base prices on this web site when preparing their bids. The current monthly petroleum products base prices will be acknowledged by the Bidder and become part of the contract during the execution process.

Monthly Petroleum Products Base Prices can be viewed at:

<http://sp.gomdot.com/Contract%20Administration/BidSystems/Pages/letting%20calendar.aspx>

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4214

CODE: (IS)

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>

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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".

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 5053

CODE: (SP)

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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 5412

CODE: (SP)

DATE: 02/18/2015

SUBJECT: Weight Limits

Bidders are hereby advised that all trucks hauling materials to and from this project shall comply with the legal weight limits as established by law. MDOT will not compensate the Contractor for any portion of a load delivered to the project in excess of the legal limit for that truck.

Vehicles relying on harvest permits are limited to hauling only those materials set forth in Section 27-19-81(4) of the Mississippi Code, as amended.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 5824

CODE: (SP)

DATE: 09/10/2015

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, CMS-2h, LD-7, CQS-1h, ETAC-H, and NTSS-1HM 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, CMS-2h	SS-1
LD-7, CQS-1h, ETAC-H, NTSS-1HM	CSS-1

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 5866

CODE: (SP)

DATE: 10/28/2015

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 **weekly**. 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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 6058

CODE: (SP)

DATE: 2/18/2016

SUBJECT: Contract Time

PROJECT: EXB-2835-00(006) / 107139310 – Itawamba County

The calendar date for completion of work to be performed by the Contractor for this project shall be **October 14, 2016** 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 be **April 12, 2016** and the effective date of the Notice to Proceed / Beginning of Contract Time will be **May 12, 2016**.

Should the Contractor request a Notice to Proceed earlier than **May 12, 2016** 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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 6059

DATE: 2/17/2016

SUBJECT: Specialty Items

PROJECT: EXB-2835-00(006) / 107139310 - ITAWAMBA

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

CATEGORY: TRAFFIC CONTROL - TEMPORARY

Line No	Pay Item	Description
0010	619-D1001	Standard Roadside Construction Signs, Less than 10 Square Feet
0020	619-D2001	Standard Roadside Construction Signs, 10 Square Feet or More
0030	619-G4001	Barricades, Type III, Single Faced
0040	619-G7001	Warning Lights, Type "B"
0070	907-619-M1002	Portable Smart Work Zone, Additional Device, Portable Changeable Message Sign

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-101-4

CODE: (IS)

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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-102-12

CODE: (SP)

DATE: 11/18/2015

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 Subsection 102.06 on pages 17 thru 19 and substitute the following.

907-102.06--Preparation of Proposal. MDOT will receive bids for construction projects online using the Bid Express Service (BIDX).

The Bidder's complete proposal (Certification of Performance, Certification Regarding Non-Collusion, etc.) will be submitted to MDOT electronically via the Bid Express Service no later than the day and at the time bids are to be received. Bidders will be responsible for joining Bid Express and getting all necessary clearances and a digital ID in sufficient time for Bid Express to submit their bid.

Bid Express files shall be downloaded from <http://www.bidx.com>. Bidders are to select Mississippi Department of Transportation under the U.S. AGENCY drop down menu and select the desired project. After completing all necessary data, the Bidders shall submit their bid to Bid Express in sufficient time for the bid to be properly sent to MDOT.

Bids submitted via the Bid Express Service will constitute the official bid and shall be digitally signed and delivered to the Department by the Bid Express Service.

It is the responsibility of every bidder to check for any addendum or modification to the contract document(s) for which they intend to submit a response. It shall be the bidder's responsibility to be sure they are in receipt of all addenda, pre-bid conference information, and/or questions and answers provided at, or subsequent to, the pre-bid conference, if any are issued.

The Mississippi Transportation Commission has no responsibility for defects, irregularities or other problems caused by the use of electronic media. Operation of this electronic media is done at the sole risk of the user.

When the bid schedule contains a fixed contract unit price (FCP) for an item, this price shall be the contract unit price for the item and no alteration shall be made by the bidder.

When an item in the proposal contains a choice to be made by the bidder, the bidder shall indicate the choice in accordance with the INSTRUCTION TO BIDDERS in Section 905 - Proposal; reference is made to Alternate Designs, Alternate Items, and Optional Items as defined in

Subsection 101.02.

Where the bid schedule lists alternate designs or alternate items, the one alternate bid shall be designated by bidding only that alternate, and thereafter no further choice will be permitted.

When the bid schedule lists optional items, the Contractor's selection may, but is not required to, be made at the time of bidding. For optional items not pre-selected, the Contractor's selection shall be made prior to or at the time of execution of the contract.

Each proposal issued will contain a Certification regarding debarment, suspension, and other responsibility matters to be completed by the bidder. The Certification must be sworn to and shall be under penalty of perjury and bidders are cautioned to read and understand its contents in entirety before digitally signing the bid.

The Contractor shall provide immediate written notice to the Contract Administration Engineer Division at any time, prior to or after award, that it is known a certification was erroneous when executed or has become erroneous by reason of changed circumstances.

The bidder's proposal must be digitally signed by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation; or by an agent of the Contractor legally qualified to bind the Contractor and acceptable to the State. If the proposal is made by an individual, the individual's name and address must be shown; by a partnership, the name and address of each partnership member must be shown; as a joint venture, the name and address of each member or officer of the firms represented by the joint venture must be shown; by a corporation, the name of the corporation and the business address of its corporate officials must be shown.

The address stated on the proposal shall be the bidder's permanent address until changed by written notice to the Executive Director. All notices provided for in the contract shall be considered as delivered to the Contractor when mailed or delivered to such address.

907-102.08--Proposal Guaranty. 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 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.

907-102.09--Delivery of Proposals. Delete the paragraph under Subsection 102.09 on page 20,

and substitute the following.

Unless otherwise specified, each proposal shall be submitted online using the Bid Express service. Proposal Forms are non-transferable and no name or names of interested parties may be shown other than those to whom the proposal was issued. All proposals shall be submitted to Bid Express prior to the time and place specified in the Notice to Contractors and on the Bid Express website.

907-102.10--Withdrawal or Revision of Proposals. Delete the paragraph under Subsection 102.10 on page 20, and substitute the following.

A bidder may withdraw or revise a proposal after it has been submitted to Bid Express any time prior to the time set for opening proposals.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-103-11

CODE: (SP)

| DATE: 07/22/2015

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:

907-103.04--Return of Proposal Guaranty. 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.

907-103.05.1--Requirement of Contract Bonds. 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. 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”.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-104-5

CODE: (IS)

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:

907-104.05--Removal and Disposal of All Materials From the Project. 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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-104-6

CODE: (SP)

| DATE: 11/20/2014

SUBJECT: Partnering Process

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

907-104.01--Intent of Contract. At the end of Subsection 104.01 on Page 24, add the following:

907-104.01.1--Partnering Process.

COVENANT OF GOOD FAITH AND FAIR DEALING:

This contract imposes an obligation of good faith and fair dealing in its performance and enforcement.

The Contractor and the Department, with a positive commitment to honesty and integrity, agree to the following mutual duties:

- A. Each will function within the laws and statutes applicable to their duties and responsibilities.
- B. Each will assist in the other's performance.
- C. Each will avoid hindering the other's performance.
- D. Each will proceed to fulfill its obligations diligently.
- E. Each will cooperate in the common endeavor of the contract.

| The Mississippi Department of Transportation intends to encourage the foundation of a cohesive partnership with the contractor and its principal subcontractors and supplier. This partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives are effective and efficient contract performance and completion within budget, on schedule, and in accordance with plans and specifications.

| FORMAL PARTNERING:

| This partnership will be bilateral in make-up, and participation will be required by both MDOT and the Contractor. Any cost associated with effectuating this partnering will be agreed to by both parties and will be shared equally.

To implement this partnering initiative prior to starting of work in accordance with the requirements of Subsection 108.02 Notice to Proceed and prior to the preconstruction conference, the contractor's management personnel and MDOT's District Engineer, will initiate a partnering development seminar/team building workshop. The Contractor working with the assistance of the District and the State Construction Engineer will make arrangements to determine attendees for the workshop, agenda of the workshop, duration, and location. Persons required to be in attendance will be the MDOT key project personnel, the contractor's on-site project manager and key project supervision personnel of both the prime and principal subcontractors and suppliers. The project design engineers, FHWA and key local government personnel will be also be invited to attend as necessary. The contractors and MDOT will also be required to have Regional/District and Corporate/State level managers on the project team.

Follow-up workshops may be held periodically throughout the duration of the contract as agreed by the contractor and Mississippi Department of Transportation.

The establishment of a partnership charter on a project will not change the legal relationship of the parties to the contract nor relieve either party from any of the terms of the contract.

INFORMAL PARTNERING:

If the Contractor and MDOT does not choose to have a Formal Partnering process or the contract does not require a Mandatory Formal Partnering process, an informal partnering meeting shall be conducted on at least a monthly basis. It will be mandatory that the Project Engineer and Project Superintendent attend the meeting. It is recommended that MDOT Inspectors, foremen, and other project managers attend the meeting.

The Project Engineer will be responsible for taking minute of the meeting. As soon as practical after the meeting, the Engineer will send a copy of the minutes of the meeting to the Contractor, District Construction Engineer, and State Construction Engineer. The Contractor will have 30 days to dispute the contents of the minutes or they will become an official record of the project.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-105-8

CODE: (SP)

DATE: 11/20/2014

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.

907-105.04--Coordination of Plans, Specifications, Interim Specifications, Special Provisions and Notice to Bidders. 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.

907-105.05--Cooperation by Contractor. Delete Subsection 105.05 on page 35 and substitute the following.

907-105.05--Cooperation by Contractor. The Contractor shall give the work the attention necessary to expedite its progress, and shall cooperate with the Engineer, inspectors and other Contractors in every possible way.

907-105.05.1--Project Superintendent. The Contractor shall have a competent and experienced full time resident superintendent who is capable of reading and understanding the plans and specifications for the particular work being performed. The superintendent shall be on the project site at any time work is being performed by the Prime Contractor or any Subcontractors. The superintendent shall advise the Project Engineer of an intended absence from the work and designate a person to be in charge of the work during such absence. The superintendent shall receive instructions from the Engineer or authorized representative. Upon issuance of the Notice to Award, the Contractor or duly appointed agent authorized to bind the Contractor shall file with the Executive Director the name and address of the superintendent who will supervise the work with copies to the Construction Engineer, Contract Administration Engineer, District Engineer and Project Engineer. The Executive Director shall be immediately notified in writing with copies to those stated when a change is made in the Contractor's superintendent or superintendent's address. The superintendent shall have full authority to execute orders or directives of the Engineer without delay and to promptly supply materials, equipment, labor and incidentals as may be required. Such superintendence shall be furnished irrespective of the amount of work sublet.

907-105.05.2--Certified Erosion Control Person. On projects that require an erosion control plan, 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.

907-105.16--Acceptance. Delete Subsection 105.16 on pages 40 and 41, and substitute the following.

907-105.16--Acceptance.

907-105.16.1--Partial Acceptance of a Unit. When the Contractor has completed a unit of the work such as an interchange, a structure, a portion of the road or pavement or one project of a multi-project contract, the Contractor may request the Engineer to make a final inspection of that unit; or the Executive Director may order a final inspection of the unit if it is in the public's interest. If the Engineer finds upon inspection that the unit has been completed in compliance with the contract and it is a complete facility which can be made available to the public or made available for the prosecution of work under another contract, the Executive Director may conditionally accept the unit and conditionally relieve the Contractor of certain contractual responsibilities as defined in the release.

In the event items of work covered by such release are found to be defective or deficient as evidenced by unsatisfactory test reports of materials incorporated in the work or other engineering determination, the release shall terminate upon written notification to the Contractor. The Contractor shall make all corrections, restorations, constructions or reconstructions deemed necessary and shall resume all contractual responsibilities until all corrective measures have been made in accordance with the terms of the contract.

Partial acceptance does not constitute final acceptance of the work, or any part thereof, nor in any way void or alter any of the terms of the contract.

Relief from "certain contractual responsibilities" as indicated herein may, or may not, include:

- (a) Further maintenance of the defined limits of the partially accepted work.
- (b) Further public liability for the defined limits of the partially accepted work.
- (c) Further liability for liquidated damages as applicable to the value of the partially accepted work when the quantities for the partially accepted work are separate quantities listed on the Summary of Quantities sheet of the plans, and the separate quantities and the total amounts thereof are listed on the Engineer's Estimate. Otherwise, no reduction in liquidated damages will be made because of such partial acceptance.

Unless specifically provided in the contract, the liability for liquidated damages shall not be reduced to less than that applicable under the contract for an amount of such work equal to at least fifty percent (50%) of the total amount of work under the contract.

907-105.16.2--Partial Maintenance Release of a Project. Upon written notice from the Contractor of presumptive completion of all the work and upon due notice from the Resident or Project Engineer, the Engineer will make an inspection.

If the inspection discloses any work as being unsatisfactory or incomplete, the Engineer will discuss in detail with the Contractor all discrepancies in the work. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed.

However, if during the final inspection the Engineer determines that all work has been satisfactorily completed save that of growth and coverage of plant establishment on all or part of the work, the Engineer may recommend partial release of all work except items related to growth and coverage. Upon such recommendation, the Contractor will be given a partial release of maintenance and shall be released from further contractual liabilities for the completed work. The Contractor will retain responsibility for plant establishment and all maintenance and repairs appurtenant thereto until satisfactory growth and coverage is achieved.

907-105.16.3--Final Maintenance Release of a Project. Upon written notice from the Contractor of presumptive completion of all the work and upon due notice from the Resident or Project Engineer, the Engineer will make an inspection. If all work provided by the contract has been completed to the Engineer's satisfaction, the inspection will constitute the final inspection, and the Engineer will conditionally release the Contractor of maintenance.

As provided in the contract, in the event items of work are found to be deficient or defective as evidenced by unsatisfactory test reports of material incorporated into the work, the Contractor shall assume full responsibility for corrective measures, and shall reassume maintenance and public liability until such corrective measures are completed to the satisfaction of the Engineer.

907-105.16.4.--Final Acceptance of a Project. Upon evidence that the Contractor has fulfilled all obligations under the contract, the Executive Director will make final acceptance and notify the Contractor in writing. Final acceptance of the project will not be given until all obligations imposed under the contract, including but not limited to the final reporting of payrolls, final reporting of DBE payments, acceptable certifications and test reports of materials used, etc., have been fulfilled.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-107-13

DATE: 11/17/2015

SUBJECT: Permits, Licenses and Taxes

After the second paragraph of Subsection 907-107.02 on page 1, add the following.

Prior to commencing work on any Project, the Contractor shall obtain a Material Purchase Certificate number (MPC#) from the Mississippi Department of Revenue, pursuant to Miss. Code Ann. § 27-65-21, and Miss. Admin. Code 35.IV.10.01. Upon receipt of the MPC#, the Contractor must immediately provide the MPC# to the Contract Administration Division of the Department. Failure to obtain and submit a MPC# prior to commencing work shall result in the withholding of payment to the Contractor until such time that a MPC# is obtained and submitted to the Department.

Delete the last sentence of the last paragraph of Subsection 907-107.02 on page 1, and substitute the following.

The Department will notify the Mississippi Department of Revenue of the names and addresses of any Contractors or Subcontractors.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-107-13

CODE: (IS)

| 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.

907-107.02--Permits, Licenses and Taxes. 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.

| **907-107.14.2--Liability Insurance.** 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.

907-107.14.2.2--Railroad Protective. 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 of 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".

907-107.17--Contractor's Responsibility for Work. 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.

907-107.18--Contractor's Responsibility for Utility Property and Services. 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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-108-37

DATE: 12/17/2015

SUBJECT: Prosecution and Progress

Delete the first paragraph of Subsection 907-108.03.1 on pages 1 and 2, and substitute the following.

907-108.03.1--Progress Schedule. On working day projects, the Department will furnish the Contractor a progress schedule developed for the determination of contract time which may be used as the contract progress schedule, or the Contractor's own proposed progress schedule may be submitted for approval. If the Contractor elects to furnish a progress schedule for approval by the Engineer, it should be furnished promptly after award of the contract.

On completion date projects [which include A + B projects](#), 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 Contractor prepared progress schedules and approve schedules as it relates to compliance with the specifications and logic. The progress schedule must be approved by the Engineer prior to commencing work. The progress schedule shall be a computer generated bar-chart type schedule 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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-108-37

CODE: (SP)

| DATE: 12/08/2014

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.

907-108.02--Notice To Proceed. 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.

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

| **907-108.03.1--Progress Schedule.** On working day projects, the Department will furnish the Contractor a progress schedule developed for the determination of contract time which may be used as the contract progress schedule, or the Contractor's own proposed progress schedule may be submitted for approval. If the Contractor elects to furnish a progress schedule for approval by the Engineer, it should be furnished promptly after award of the contract. 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 progress 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.

This progress schedule shall provide a bar for each major phase of construction such as, but not limited to, clearing and grubbing, grading, drainage structures, bridges, base, shoulders, paving, etc. with an estimated start working day and completion working day for each bar, all within the specified contract time.

A revised progress schedule may be required within ten days of the occurrence of any one of the following conditions:

- when a major change occurs in the work
- when a time extension is granted
- when the progress schedule becomes unrealistic

The Engineer's approval of the aforementioned Progress Schedules does not waive any contract requirements.

In the event the Contractor has not submitted an approvable progress schedule by the beginning of contract time, the progress schedule prepared by the Department shall be the approved progress schedule and used to assess contract time.

An approved progress schedule shall be in effect until the date on which a revised schedule is approved. The approved progress schedule will be the basis for contract time assessment.

When a Critical Path Method (CPM) schedule is required in the proposal, this schedule will be used in lieu of the bar graph progress schedule in evaluating work progress. In such case, the same time frame noted in this subsection for the original submittal along with the update requirements will apply.

907-108.03.2--Preconstruction Conference. 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--Based on [Working Day Completion](#).

907-108.06.1.1--General. Contract Time will be established on the basis of an allowable number of [Working Days](#), as indicated in the contract. A working day is defined as a day the Contractor worked or could have worked in accordance with the conditions set forth in Subsection 907-108.06.1.2, Subparagraphs (a) and (b), except during the months of December, January, and February.

During the months of December, January, and February, time will be assessed in the miscellaneous phase regardless of whether or not the Contractor actually works. The value for the time on any particular day will be determined by dividing the number of anticipated working day shown in the following table by the number of days in the particular month. This number will be expressed to three decimal places (0.000)

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".

907-108.06.1.2--Contract Time. The following TABLE OF ANTICIPATED [WORKING DAYS](#) indicates an average/anticipated number of [working](#) days per month.

TABLE OF ANTICIPATED WORKING DAYS

Month	Working 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

NOTE: The above Table is for informational purposes only. The actual working day total as assessed by the Project Engineer on Form CSD-765 shall govern.

Available working 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 working 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 working 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 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, and

(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 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.

Time will not be charged during any required waiting period for placement of permanent pavement markings as set forth in Subsection 618.03 provided all other work is complete except growth and coverage of vegetative items as provided in Subsection 210.01.

Each month the Engineer will complete, and furnish to the Contractor, an "Assessment Report of Working Days" (CSD-765). This report shows the number of working days assessed during the estimate period and the cumulative working days assessed 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 to-date 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 working days assessed to-date on Form CSD-765 to the total allowable working 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.

907-108.06.1.3--Extension of Time. 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.

An extension of contract time may be granted for **unforeseen utility delays**, abnormal delays caused solely by the State or other governmental authorities, or unforeseeable disastrous phenomena of nature of the magnitude of earthquakes, hurricanes, **named tropical storms**, tornadoes, or flooded essential work areas which are deemed to unavoidably prevent prosecuting the work.

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 Working 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.

Any extension of contract time will be on a working day basis.

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.

If the **contract time** 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 907-108.07 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.

907-108.06.1.4--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.

907-108.06.2--Based on Specified Completion Date.

907-108.06.2.1--General. Contract Time will be established on the basis of a Specified Completion Date indicated in the Contract, or as determined by the Contractor in accordance with the contract documents. The span of time allowed for the completion of the work included in the contract will be known as "Contract Time".

For contracts in which a Specified Completion Date is indicated in the Contract, the span of Contract Time shall be between the date of the Beginning of Contract Time and the Specified Completion Date indicated in the Contract.

For contracts in which a Completion Date is determined by the Contractor (A + B Contracts), the span of Contract Time shall be between the date of the Beginning of Contract Time and the date representing the number of Calendar Days determined by the Contractor to complete the work.

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.

At any given date, the ratio of the accumulated monetary value of that part of the work actually accomplished to the total contract bid amount adjusted to reflect approved increases or decreases shall determine the "percent complete" of the work.

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 to-date by the Contractor, minus any payment for advancement of materials, to the total dollar amount of the contract. The percentage elapsed time shall be calculated as a direct ratio of the expired Calendar Days to the total Calendar Days provided for in 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.

907-108.06.2.2--Extension of Time. 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.

On all completion date contracts, an extension of contract time may be granted for unforeseen

utility delays, abnormal delays caused solely by the State or other governmental authorities, or unforeseeable disastrous phenomena of nature of the magnitude of earthquakes, hurricanes, named tropical storms, tornadoes, or flooded essential work areas which are deemed to unavoidably prevent prosecuting the work.

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.

Any extension of contract time will be based on a calendar day basis, excluding Saturdays, Sundays or legal holidays recognized by the Department in Subsection 108.04.1.

If the contract time 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 907-108.07 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.

907-108.06.2.3--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.

907-108.07--Failure to Complete the Work on Time. 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 Contract Amount		Daily Charge Per Calendar Day
From More Than	To and Including	
\$ 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

907-108.10--Termination of Contractor's Responsibility. In the last sentence of Subsection 108.10 on page 88, change “bond” to “performance and payment bond(s)”.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-109-8

CODE: (SP)

| DATE: 09/10/2015

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.

907-109.01--Measurement of Quantities. 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.

907-109.04--Extra and Force Account Work. 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%, which also includes tax and bond.

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:

In the last sentence of subparagraph (b) in Subsection 109.04 on page 91, change "bond" to "bond(s)".

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

Equipment. For any machinery or special equipment, other than small tools, authorized by the Engineer, the Contractor will use the rates shown in 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, unless otherwise allowed by the Engineer. This book shall be used to determine equipment ownership and operating expense rates. These rates do not include allowances for operating labor, mobilization or demobilization costs, overhead or profit, and do not represent rental charges for those in the business of renting equipment. Operating labor and overhead cost will be allowed. Subject to advance approval of the Engineer, actual transportation cost for a distance of not more than 200 miles will be reimbursed for equipment not already on the project. The cost of transportation after completion of the force account work will be reimbursed except it cannot exceed the allowance for moving the equipment to the work.

907-109.06--Partial Payment.

907-109.06.1--General. 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.

907-109.06.2--Advancement on Materials. Delete Subsection 109.06.2 on pages 94 & 95, and substitute the following.

907-109.06.2--Advancement on Materials. Partial payments may include advance payment for certain nonperishable or durable materials such as base aggregates, reinforcing steel, bridge piling, structural steel, prefabricated bridge components, traffic signal equipment, electrical equipment, fencing materials, and sign materials with approval of the Engineer. Advance payment may be requested for structural steel members provided fabrication has been completed and the members have been declared satisfactory for storage by a Department representative. The Contractor must make a written request to the Project Engineer for advanced payment and furnish written consent of the Surety. To qualify for advance payment, materials must be stored or stockpiled on or near the project or at other locations approved by the Engineer; or in the case of precast concrete members, treated timber, guard posts and other approved preprocessed durable and bulky materials, the materials may be stored at the commercial producer's yard provided it is located in Mississippi; or in the case of prestressed concrete members that may

require being produced at an out-of-state location, the prestress members shall be produced and may be stored at the commercial manufacturer's yard provided it is a PCI certified plant on the Department's List of Approved Prestress & Precast Plants and it is located within the continental United States; or in the case of structural steel members that may require fabrication at an out-of-state location, the fabricated members may be stored at the location of the commercial fabricator's yard provided it is located within the continental United States.

Advancements will not be allowed until the Project Engineer has received copies of material invoices and certified test reports or acceptable certificates of conformance, and in the case of materials stored at the commercial producer's/fabricator's yard, the material shall be positively identified for the specific project and a Certificate of Storage issued by the Department or a designated representative of the Department. Requests for advancements on fabricated structural steel members and prestress concrete members stored out-of-state will be denied when the Department does not have available a designated representative to issue a Certificate of Storage.

The Contractor shall make suitable arrangements to the satisfaction of the Engineer for storage and protection at approved sites or, in the case of materials stored at the commercial producer's yard located in Mississippi or, in the case of fabricated structural steel members stored at the commercial fabricator's yard or prestress concrete members stored at a commercial manufacturer's yard located within the continental United States, the Contractor shall make arrangements with the producer/fabricator for suitable storage and protection. If advanced payment is allowed and the materials are damaged, lost, destroyed or for any reason become unacceptable, the previous payments will be deducted from subsequent estimates until the materials are replaced or restored to an acceptable condition. In all cases, the Contractor shall save harmless the Commission in the event of loss or damage, regardless of cause.

An invoice or an accumulation of invoices for each eligible material must total \$10,000 or more before consideration will be given for making advanced payment. When allowed, advance payment will be based on verified actual material cost plus transportation charges to the point of storage. Sales tax, local haul and handling costs shall not be included as material cost.

Advanced payment shall not exceed 100% of the invoice price or 75% of the total contract bid price for the pay item, whichever is less.

Advanced payment for a component of a pay item shall not exceed 95% of the invoice price or 75% of the total contract bid price for the pay item of which the material is a part, whichever is less.

Advanced payment will be made only on materials that will be incorporated permanently in the project.

No advanced payment will be made on minor material items, hardware, etc.

No advanced payment will be made for materials when it is anticipated that those materials will be incorporated into the project within 60 calendar days.

Advanced payment will be paid for those materials which are not readily available, and which can be easily identified and secured for a specific project and for which lengthy stockpiling periods would not be detrimental.

Where a storage area is used for more than one project, material for each project shall be segregated from material for other projects, identified, and secured. Adequate access for auditing shall be provided. All units shall be stored in a manner so that they are clearly visible for counting and/or inspection of the individual units.

Unless specifically provided for in the contract, advance payment will not be made on materials, except for fabricated structural steel members or prestress concrete members, stored or stockpiled outside of the State of Mississippi.

Materials for which an advanced payment has been allowed must be paid for by the Contractor within 60 days of the estimate on which the advanced payment was first allowed and proof of said payment must be verified by the supplier. If proof of payment is not furnished within the allowable 60 days, the advanced payment will be deducted on subsequent current estimates until such time proof of payment is furnished.

As the materials are incorporated into the work, proportionate reductions for advance payments shall be made from monthly estimates covering the work performed. Calculation of percentage of completion, or rate of progress, shall be based on completed work and no consideration will be given to stockpiled materials.

907-109.07--Changes in Material Costs. 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."

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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-618-13

CODE: (SP)

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.

907-618.03.2--Barricades, Signs, and Flaggers. 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.

907-618.05--Basis of Payment. 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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-619-8

CODE: SP

DATE: 3/5/2013

SUBJECT: Portable Smart Work Zone Systems (SWZS)

Section 619, Traffic Control for Construction Zones, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as modified for by this special provision is applicable to Smart Work Zone Systems only.

907-619.01--Description. A Smart Work Zone System (SWZS) shall be installed on selected MDOT construction projects that have sufficient length, duration and/or complexity such that specific SWZS elements can substantially improve the overall traffic control plan for the project. The SWZS may either be included in the construction project itself or as a separate project that is to be done in parallel to the construction project, and may cover more than one overlapping or concurrent construction projects. The SWZS shall be coordinated with the overall traffic control plan for the construction project(s) and shall supplement all other temporary traffic control components.

This item shall consist of implementing, furnishing, installing, relocating, operating and maintaining an automated, portable, real-time Smart Work Zone System (SWZS), meeting the requirements noted herein, and providing the maintenance of the system during the duration of the project. This shall include coordinating with the Project Engineer and other Contractor(s) as directed by the Project Engineer.

A SWZS is comprised of several devices linked together to perform as one unit. The components may include, but are not limited to, portable traffic sensors, portable changeable message signs (PCMS), and software with user settable parameters to collect and analyze data and trigger new messages on the PCMS and/or warnings to the appropriate personnel, including but not limited to the Project Engineer and the MDOT Statewide Traffic Management Center.

The specific design and layout of each SWZS shall be project specific based on the particular details of the construction project(s). The Contractor shall use the following guidelines, the project plans as well as any project specific Notice to Bidders to determine the most appropriate layout, locations, and device types to meet the intended purpose of the SWZS.

907-619.03--Construction Requirements.

907-619.03.10--Smart Work Zone Systems.

907-619.03.10.1--Implementation Plan Requirements. Prior to installation or modification of the system and its layout, the Contractor shall provide a SWZS implementation plan containing detailed layout drawings showing the location of each SWZS device for MDOT approval. This shall be inclusive of any devices which are in addition to those indicated on the project plans and

any elements that are to be removed or relocated during the various project phases to align with the Construction project(s) traffic control plans and the minimums set forth in this special provision. The minimum system requirements during a single phase of construction may be less than the total number of devices that are shown in the plans. It is the Contractor's responsibility to meet the design minimums by providing the appropriate number of devices for each phase of construction that meets the requirements of this specification and any project specific notice to bidders.

The Contractor shall provide the SWZS implementation plan to MDOT at least two weeks prior to the SWZS implementation. As construction progresses the Contractor shall monitor the system. If changes to the layout of the devices to match updated traffic control plans or planned construction activities for that phase dictate a need, the Contractor shall prepare updated detailed layout drawings to MDOT at least two weeks prior to the planned relocation activities. All layouts must be approved by the MDOT Project Engineer with consultation with MDOT Traffic Engineering and ITS staff prior to implementation or relocation of the devices in the SWZS.

The following are general requirements for the SWZS. Please refer to the project plans for planned device locations and example layouts and applicable Notice To Bidder's for more project specific details.

907-619.03.10.2--General System Requirements. The SWZS system shall consist of the following (as a minimum):

The SWZS shall include Portable Changeable Message Signs (PCMS) provided at key locations to provide information to motorists regarding construction activities, changes in lane conditions, detours or diversions, potential backup queues, etc. The location and layout of the PCMS will be project specific and the minimum quantity shall be as indicated in the project plans and/or Notice to Bidders.

The SWZS shall include vehicle detection devices placed to ensure detection coverage at least every ½ mile, plus or minus 500 feet, or as otherwise approved by the Project Engineer, to provide real-time travel speeds throughout the construction site. The detection devices shall be located in a manner to also provide queue detection at potential areas of traffic backups.

The SWZS shall include CCTV cameras for monitoring traffic conditions. The Contractor shall be responsible for ensuring CCTV camera coverage is placed at a minimum spacing of 1 mile apart, to ensure continuous coverage of the roadway in both directions of travel. Existing CCTV cameras may fulfill this requirement, but must remain operational throughout construction. Proposed permanent CCTV cameras may also fulfill this requirement while they are operational.

If required in the plans or Notice to Bidders, the SWZS shall include portable Highway Advisory Radios (HARs) to provide additional information to the motorists via an AM radio frequency. The SWZS shall also include static signs at least 2 miles in advance of the construction zone indicating the HAR Frequency, with flashing beacons when there is an active message. Additional static signs shall be placed as directed in the Notice to Bidders.

All equipment, materials, components, and assemblies of the smart work zone devices shall conform to the manufacturer's requirements and recommendations.

The SWZS shall be a network based system utilizing a central computer software to operate the various components of the system. It shall include the necessary communications to connect each device to the control computer station. Communications may be a combination of wireless, hardwired and/or leased communications.

The SWZS shall be capable of receiving real-time video images from the CCTV cameras and real-time speed data from the detectors. The software and equipment shall allow for monitoring of this real-time data and appropriate messages shall be displayed on the PCMS to alert motorists to construction activities, changes in lane conditions, detours or diversions, potential backup queues, travel times, etc.

The SWZS is to be installed as a complete working system including all required devices and all required communications to be operable from both a Contractor's site on the construction project limits as well as from the MDOT Statewide Transportation Management Center (TMC) or Regional TMC, whichever is closer. The Contractor shall provide communications back to the appropriate TMC. The Project Engineer will advise on the appropriate communications with the MDOT TMC.

The operation of the system must be coordinated with the MDOT Project Engineer at all times. The SWZS shall be operated and monitored by the Contractor. It shall also be capable of being monitored at all times by the MDOT TMC.

907-619.03.10.3--Detailed System Requirements.

Portable Changeable Message Signs (PCMS). The SWZS shall utilize MDOT approved portable Changeable Message Signs (PCMS) to convey real-time traffic condition information to motorists. The PCMS shall meet the requirements of MDOT Special Provision 907-619-5, dated 3/09/2009. Each PCMS shall be equipped with an IP addressable digital cellular modem, compatible with the current MDOT Wireless Provider, and GPS device. The PCMS shall also be capable of remote communication and control by the Control Software.

All PCMS message types shall be as shown in the plans and/or Notice to Bidders. Any additional messages shall be submitted to MDOT as part of the Contractor's Implementation plan and must be pre-approved by MDOT.

Non-Intrusive Vehicle Detection Devices / Portable Traffic Sensors. The devices shall be non-intrusive detectors. They shall be capable of collecting volume and speed data on a real-time basis and transmitting that data to the system. The devices shall gather real-time data 24 hours a day, seven (7) days per week and provide 90% accuracy on both speed and volume for all lanes of traffic in the directions which Construction is occurring. The devices must be independent of all local or regional power and communication networks to provide continuous, uninterrupted data collection even during power or communications interruptions. The devices shall have GPS functionality, be capable of transferring data and being monitored remotely by multiple systems,

including the MDOT TMC, and communicate with the PCMS for travel time information and traffic queues. The mounting locations and heights shall be according to manufacturer recommendations to meet the accuracy requirements.

CCTV Cameras. The CCTV streams shall be viewable in the MDOT TMC and meet video streaming requirements of the latest MDOT Special Provision 907-662. The SWZS shall utilize CCTV Cameras that have full pan tilt zoom capabilities and can transmit the real time encoded video in H.264 format and are compatible with the existing MDOT-owned WOWZA media servers. Non-pressurized enclosures will be considered if all other requirements of the latest MDOT Special Provision 907-650 are met for the CCTV cameras. The video encoding can be done either in the CCTV IP camera or thru separate provided encoders.

Highway Advisory Radio (if required). The HAR shall meet the same operational requirements of the latest MDOT Special Provision 907-655. As a portable system, the grounding requirements and other differences from a permanent unit shall meet all manufacturer recommendations to ensure a 3-5 mile coverage radius. All HAR messages shall be approved by the MDOT project Engineer and a .wav file shall be sent to MDOT for each message. MDOT reserves the right to add HAR messages at their discretion.

Control Software and Communications. The SWZS software shall include a web-based graphical user interface to allow for complete monitoring and operation of all system components. The software will be configurable to meet the project requirements as set forth in the project plans and specifications.

The SWZS shall gather and report real-time data during work zone hours as a single unit or as a system. The Website shall report data by overlaying work zones onto an interactive map. Work zones shall be represented by a single symbol and present data in a pop up window when selected. Data shall include the date, time, and average speed through the work zone.

The SWZS software shall be accessible by designated MDOT staff or MDOT representatives via the internet. This could also include others as designated by MDOT. The SWZS software shall have the capability of providing a password protected “link” for approved personnel to have access to the operational characteristics of the system. The software shall offer both a public information side and a password protected agency-only side. Website shall have web access granted accounts for any and all public sector entities. For strategic speed enforcement, law enforcement agencies shall be granted an account in their jurisdiction at their request at no additional cost. Web access shall allow stakeholders to download archive data such as counts, travel time, speed bin, and speed history.

The SWZS software shall provide a full color map of the project area showing and devices on the project and real time traffic conditions. Using color-coding, the Map shall reflect the current traffic conditions at each traffic detector. It shall also display the locations of traffic detectors, PCMS's, Cameras, and HAR. By “clicking” on any device, the user shall be able to learn its current status and operating properties.

The SWZS shall be capable of providing current operational status (i.e. current traffic data and messages, video images, signs, sensors, communication system status) via the central base station computer. The SWZS shall be capable of collecting data from the detectors and calculating average speeds for each segment. The SWZS software shall display the current speeds and volumes detected by the work zone sensors as well as the entire information message being shown by each CMS. The SWZS shall transmit all data in real time.

The software shall include parameters to trigger new messages to the roadside message signs and the message(s) to be displayed. The software shall allow for appropriate MDOT personnel, including but not limited to the MDOT Project Engineer and the MDOT Statewide Traffic Management Center, to override the current message with a new one in emergencies or when conditions warrant it.

The SWZS shall be capable of logging errors with timestamp and date of communication failures, device failures, device alarms, polling errors. Should communication fail, the device sensors shall record a date and time stamp and make this available upon polling current speeds or volumes. The SWZS software shall be configured so that appropriate personnel are notified by email once a malfunction has occurred in the system.

The SWZS shall transmit all data to MDOT in XML format and documentation of the data structure shall be provided to MDOT. All data that is communicated to the TMC is property of MDOT and may be used with other systems provided or maintained by MDOT. The SWZS software shall maintain data history of volume and speed data throughout the life of the project. Every 30 days the Contractor shall provide MDOT with a hard copy of the processed data. The data shall be in a format that is compatible with the current MDOT ATMS system. The web base interface shall allow access to data for vehicle speed, volume, and queue at each device location.

The Contractor shall provide a communications system that can be access via the internet from the appropriate TMC. The access shall be password protected and include bandwidth in for each device to allow for a minimum 256kbs for each camera, and HAR, 128k for each radar and 56kbs for each additional device in aggregate.

Operational Requirements. -In addition to providing the message types indicated previously in this specification, the system shall also be capable of the following:

- Providing current average speeds for any particular segment within the construction zone and displaying that speed on the PCMS
- Providing travel time information to major intersections within the project limits and travel times to end of roadwork.
- Determining the location of the queues or major speed change locations and displaying that information on the PCMS.

Relocation During Construction. The various devices and communications in the SWZS will have to be moved around and relocated during the construction based on the current construction activities and the most effective layout for each phase of work. The cost of the relocation of the

devices shall be included in the System Monitoring bid amount. The device locations as shown on the SWZS software map should also be updated with current location when the devices are relocated.

907-619.03.10.4--System Warranty, Maintenance, and Support. The System shall be maintained, supported, and guaranteed against material defects by its supplier through the duration of the deployment. The Contractor shall provide MDOT with a 24/7 contact to respond to any issues and shall be required to respond within 2 hours to any call from the Engineer or his designated representative concerning any request for correcting any deficiency in the System. Equipment damaged or otherwise not functioning shall be repaired or replaced within 48 hours of notification by MDOT. Control software issues shall be corrected within 24 hours of notification by MDOT. All equipment installation, service, repair, relocation and removal is the responsibility of the Contractor.

907-619.04--Method of Measurement. Additional portable smart work zone devices, which include portable traffic sensors, portable changeable message signs, portable cameras, and portable HAR, will be measured per each. If additional devices are added, the monitoring of such devices shall be included in the price bid for monitoring of the smart work zone system.

Portable Smart Work Zone Systems shall be measured as a lump sum item when all devices within the system are installed, functional and accepted. Devices will be considered accepted, when accepted by the Engineer. The lump sum bid amount shall be paid for on a monthly basis provided the devices within the system are installed and functional.

The measurement for portable smart work zone, system monitoring, will be per each calendar day, determined by the number of calendar days the system is monitored, the devices are in use on the project, and the system and software is functioning as specified.

907-619.05--Basis of Payment. Smart Work Zone Systems measured as prescribed above shall be paid as follows:

Additional portable smart work zone, single device, measured as prescribed above, will be paid for per each, which price shall be full compensation for any design, installation, materials, labor, equipment, and all other incidental necessary to complete the work.

Portable smart work zone, system, measured as prescribed above, will be paid for at the lump sum contract price, which shall be full compensation for the implementation, installation, materials, labor, equipment and all other incidentals necessary to complete the work.

25% of the lump sum bid price upon initial implementation of the system.

The remaining 75% shall be paid on an equal monthly basis with the total remaining payment divided by the expected months of operation to determine the monthly payment amount. This monthly payment amount will be adjusted each month based on the percentage of time during that month that the system is fully operational. (Example: If the system is not fully operational for 25% of the time, then the monthly payment will be reduced by 25%.)

Portable smart work zone, system monitoring, measured as prescribed above, will be paid for per each, which price shall be full compensation for any implementation, installation, removal, resetting, materials, labor, equipment, and all other incidental necessary to complete the work.

Payment will be made under:

907-619-M1: Portable Smart Work Zone, Additional Device, * - per each

907-619-M2: Portable Smart Work Zone, System, ** - lump sum

907-619-M3: Portable Smart Work Zone, System Monitoring - per each

* Specify Device

** Route or Project Descriptor

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS NO. 907-823-8

CODE: (SP)

DATE: 01/06/2016

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

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

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

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

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

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

Saw cutting for the joint repair shall be accomplished by sawing at the locations and depth shown

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

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

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

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

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

Payment will be made under:

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

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

STATE	PROJECT NO.
MISS.	

NOTES ON ASSOCIATED ITEMS OF WORK:

202-B298	REMOVAL OF EXISTING JOINT MATERIAL
Description:	<p>Shall Include The Removal Of Material Associated With Armor, Siding, Plugs, And Neoprene Expansion Joints, As Designated In The Detail Drawings Provided. Other Joint Types Shall Not Be Included Under This Item Of Work Unless Otherwise Directed By The Engineer.</p>

Basis Of Payment: Removal Of Armor And Sliding Plate Joint Material Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Bridge Deck On Each Side Of The Centerline Joint, While Removal Of Neoprene Joint Material Will Only Be Paid For As The Length Along The Centerline Of The Joint.

808-A001 JOINT PREPARATION

Description: *Shall Include The Work Necessary To Repurchase, Material Procure, Transport, Store, Distribute, And Install Material As Designed In The Detail Drawings Provided. Epoxy Mortar Shall Also Be Included Under This Item Of Work. Removal Of Existing Material, Including Existing Mortar, And Installation Of New Material, Will Not Be Paid For Separately, And Shall Be Considered As Absorbed Under This Item Of Work. All Other Requirements Shall Be In Accordance With The Applicable Provisions Of The Specifications And Any Other Instructions Specified Therein.*

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

907-823-B001 SAW CUT, TYPE I & 907-823-B002 SAW CUT, TYPE II

Description:

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.

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

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

EPOXY MORTAR AND POLYMER CONCRETE NOTES:

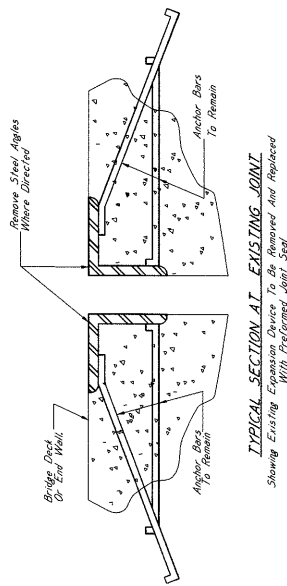
Either Epoxy Mortar Or Polymer Concrete May Be Used. Guidelines For Selection Of Materials Can Be Found In Section 808 of the Specifications.

GENERAL NOTES:

1. Specifications: Mississippi Standard Specifications For Road And Bridge Construction, 2004.
2. No Change Of Them Will Be Permitted Except By Written Approval Of The Department Of Transportation, State Bridge Engineer.
3. Changes To Detail Of Design Or Construction Procedure May Be Authorized By The Bridge Engineer Provided Such Changes Will Not Be Cause For Contract Price Adjustment.
4. Work For Which No Pay Item Is Provided In The Proposal Will Not Be Paid For Directly And Shall Therefore Be Considered An Absorbed Item of Work.

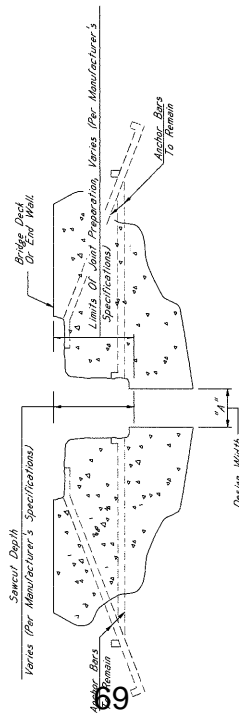


MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
JOINT REPAIR	
ARMORED EXPANSION JOINTS	
PROJECT	
REVISIONS	WORKING NUMBER
DATE	SHEET NUMBER
DESIGNER _____	CHECKER _____
DRAWN BY _____	ISSUE DATE _____
BY _____	APPROVED BY _____
	FOR THE DIRECTOR OF TRANSPORTATION
	FOR THE DIRECTOR OF STRUCTURES, BRIDGES, STATE HIGHWAY DEPT. OF TRANSPORTATION
	FOR THE DIRECTOR OF HIGHWAYS, BRIDGES, STATE HIGHWAY DEPT. OF TRANSPORTATION



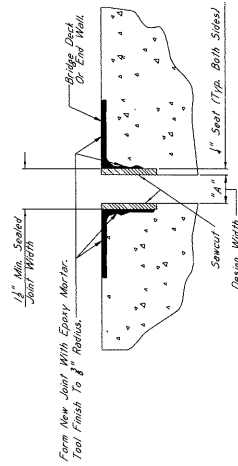
TYPICAL SECTION AT EXISTING JOINT

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



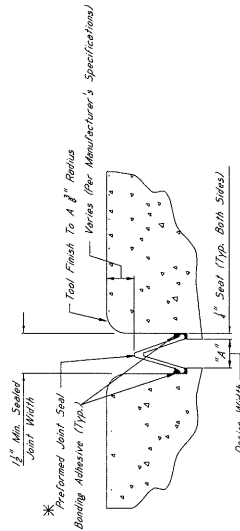
TYPICAL SECTION AT JOINT AFTER REMOVAL OF EXISTING MATERIAL

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



TYPICAL SECTION AT SAWCUT & JOINT REPAIR

Showing Area Where Repairs Are Made After Sawcut With Epoxy Mortar Or Approved Equivalent

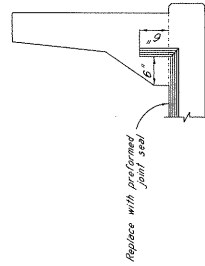


TYPICAL SECTION AT SAWCUT & SEALED JOINT

Showing Sealed Joint After Sawcut Repair With Epoxy Mortar

*NOTES:

1. The Prefabricated Joint Seal Shall Be One Of The Following, Installed According To The Manufacturer's Specifications:
 - A. Silastic® Joint Sealing System
Manufactured By A.T. Watson, Inc. In Akron, NY
www.atwatson.com
 - B. Sealant Systems
Manufactured By Wolfson-Burman Acme Corporation In Amherst, NY
www.wbcorp.com
 - C. Silagac 555 Silicone Strip Seal
Manufactured By 353 Commercial & Highway Construction Materials
www.usacm.com
2. For Estimating Purposes, The R. Watson Silastic® Joint Sealing System Was Specified. However, Another Supplier, the Chemco, Inc. The Contractor's Preference, Shall Be Allowed. The Contractor Shall Be Responsible For Obtaining All Necessary Approvals, Installation Details, And Methods, Advancing Scheduling, And Any Other Arrangements Between The Two Contractors Anticipated By The Joint Architectural Drawings. The Contractor Shall Be Responsible For Obtaining All Necessary Approvals To Ensure That The Contractor Is Properly Scheduled In Installation Of The Joint Material.
3. The Joint Seal Shall Be Sealed At The Joints Within 72 Hours After It Is Placed. The Sealant Shall Be Sealed At The Joints Within 72 Hours After It Is Placed. The Sealant Shall Be Sealed On Both Sides Of The Joint. The Contractor Shall Be Responsible For Obtaining All Necessary Approvals, Installation Details, And Methods, Advancing Scheduling, And Any Other Arrangements Between The Two Contractors Anticipated By The Joint Architectural Drawings. The Contractor Shall Be Responsible For Obtaining All Necessary Approvals To Ensure That The Contractor Is Properly Scheduled In Installation Of The Joint Material.

ELEVATION AT END OF SPAN

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



PROJECT NO.	
STATE	MISS.

WORKING NUMBER	
COUNTY	
SHEET NUMBER	

NOTES ON ASSOCIATED ITEMS OF WORK:

808-4001 JOINT PREPARATION

Shall Include The Work Necessary To Repair Joints In Preparation For The Placement Of New Expansion Materials. Shall Also Be Included Under This Item Of Work, Removal Of Existing Silicone Sealed, Compression, And AC Sealed Joint Material, And The Repair Of Cracks In Concrete. The Contractor Shall Be Responsible For The Proper Placement And Sealing Of All Other Repairs Under The Item Of Work. All Other Repairs Shall Be In Accordance With The Applicable Provisions Of Section 808 Of The Specifications And Any Other Sections Specified Therein.

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

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

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 Performance Joint Seal Selected.

Basis Of Payment: The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Bridge Deck On Each Side Of The Centerline Joint. It Is The Contractor's Responsibility To Ensure That The Proper Depth Is Selected Based On The Manufacturer's Recommendations.

907-823-4001 PREFORMED JOINT SEAL, TYPE I

907-823-4002 PREFORMED JOINT SEAL, TYPE II

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

EPOXY MORTAR AND POLYMER CONCRETE NOTES:

The Epoxy Mortar And Polymer Concrete Shall Be Applied In Conformance With The Manufacturer's Specifications.

GENERAL NOTES:

- Specifications: Mississippi Standard Specifications For Road Construction, 2004 Edition, Section 808.
- Approval Of Plans Will Be Permitted Except By Written Approval Of The Director Of Structures, State Bridge Engineer. Major Changes To The Specifications Shall Be Permitted Only When Authorized By The Bridge Engineer. Provided Such Changes Will Not Be Cause For Contract Price Adjustment.
- Work For Which No Pay Item Is Provided In The Proposal Will Be Considered As A Change Order. Work Shall Therefore Be Considered An Associated Item of Work.

TYPICAL SECTION AT SAWCUT & SEALED JOINT

Showing Sealed Joint After Sawcut And Repair With Epoxy Mortar

TYPICAL SECTION AT JOINT AFTER REMOVAL OF EXISTING SEAL

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

TYPICAL SECTION AT EXISTING JOINT

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

TYPICAL SECTION AT JOINT REPAIR

Showing Areas Where Repairs Are Made After Sawcut, With Epoxy Mortar Or Approved Equivalent

ELEVATION AT END OF SPAN

STATE	PROJECT NO.								
MISS.									

NOTES ON ASSOCIATED ITEMS OF WORK:

808-4001 JOINT PREPARATION

Description: Shall include the Work Necessary To Repair Joints In Preparation For The Placement Of New Expansion Material As Designed In The Detail Drawings Provided. Epoxy Mortar Shall Also Be Included Under This Item Of Work. Removal Of Existing Material From Joints To Be Repaired Shall Be Done As Directed By The Engineer. All Other Requirements As Stated Under This Item Of Work. All Other Requirements As Stated Under This Item Of Work. All Other Requirements As Stated Under This Item Of Work.

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

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

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

Basis Of Payment: The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Bridge Deck On Each Side Of The Centerline Joint. It Is The Contractor's Responsibility To Provide The Saw Cut Depth Is Selected Based On The Manufacturer's Recommendations.

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

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

EPOXY MORTAR AND POLYMER CONCRETE NOTES:

Either Epoxy Mortar Or Polymer Concrete May Be Used In Guidelines Specifications.

GENERAL NOTES:

- Specifications: Mississippi Standard Specifications For Road And Bridge Construction Shall Apply To This Work.
- No Change Of Plans Will Be Permitted Except By Written Approval Of The Director Of Structures, State Bridge Engineer. Minor Changes To Detail Or Design Or Construction Practices May Be Made By The Contractor At His Own Expense. Such Changes Will Not Be Cause For Contract Price Adjustment.
- Work For Which No Pay Item Is Provided In The Proposal Will Be Paid For At The Contract Price For The Most Similar Pay Item Or Work.

TYPICAL SECTION AT SAWCUT & SEALED JOINT

Showing Sealed Joint After Sawcut And Repair With Epoxy Mortar

***NOTES:**

- The Preferred Joint Seal Shall Be One Of The Following, Installed According To The Manufacturer's Specifications:
 - A. Silcoflex-Joint Sealing System Manufactured By R.J. Watson, Inc. In Allen, NY www.rjwatson.com
 - B. Mako SFS Joint System Manufactured By SSI Commercial & Highway Construction Materials www.ssi.com
 - C. Silcoflex-Joint Sealing System Manufactured By R.J. Watson, Inc. In Allen, NY www.rjwatson.com
- For Estimating Purposes, The R.J. Watson Silcoflex-Joint Sealing System May Be Used To Estimate The Quantity Of Sealant Required. The Contractor Shall Be Responsible To Ensure That The Manufacturer's Recommendations Are Followed For Joint Preparation, Installation Details And Widths, Adhesive Sealing Time, And Cure Time. The Contractor Shall Be Responsible To Ensure That The Manufacturer's Recommendations Are Followed For Joint Preparation, Installation Details And Widths, Adhesive Sealing Time, And Cure Time. The Contractor Shall Be Responsible To Ensure That The Manufacturer's Recommendations Are Followed For Joint Preparation, Installation Details And Widths, Adhesive Sealing Time, And Cure Time.
- Sealant Shall Be Sealed At Their Design Widths, Dimension "A", Which Is Defined As, Seal Applied On Both Sides Of The Joint. The Sealant Shall Be Applied To The Joint On Both Sides Of The Joint. The Sealant Shall Be Applied To The Joint On Both Sides Of The Joint. The Sealant Shall Be Applied To The Joint On Both Sides Of The Joint.

TYPICAL SECTION AT EXISTING JOINT

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

TYPICAL SECTION AT JOINT AFTER REMOVAL OF EXISTING SEAL

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

TYPICAL SECTION AT SAWCUT & JOINT REPAIR

Showing Area Where Repairs Are Made After Sawcut, With Epoxy Mortar Or Approved Equivalent

ELEVATION AT END OF SPAN

PROJECT NO.	STATE	MISS.	COUNTY	WORKING NUMBER	SHEET NUMBER
MISSISSIPPI DEPARTMENT OF TRANSPORTATION JOINT REPAIR SLIDING PLATE EXPANSION JOINTS PROJECT					
DESIGNER: MISSISSIPPI DEPARTMENT OF TRANSPORTATION PREPARED BY: MISSISSIPPI DEPARTMENT OF TRANSPORTATION CHECKED BY: MISSISSIPPI DEPARTMENT OF TRANSPORTATION DATE: 10/1/00 BY: J. L. HARRIS, JR. REP. DIRECTOR OF STRUCTURES, STATE ENGINEER - JASON WEAVER, PE					

NOTES ON ASSOCIATED ITEMS OF WORK:

202-823-8 REMOVAL OF EXISTING JOINT MATERIAL
 Description: Shall include the removal of material associated with armor, sliding plate, and expansion joint materials. As joint types shall not be included under this item of work unless otherwise directed by the Engineer.

202-823-8 JOINT REPAIR
 Basis of Payment: Removal of armor and sliding plate joint material will be paid for in linear feet at the contract unit price along the length of the bridge deck on each side of the material will only be paid for as the length along the centerline of the joint.

202-823-8 JOINT PREPARATION
 Description: Shall include the work necessary to repair joints in armor, sliding plate, and expansion joint materials. As designed in the detail drawings provided. Epoxy mortar shall also be included under this item of work. Removal of existing silicone sealant, compression, and sliding plate material shall be included under this item of work. All other requirements shall be in accordance with the applicable provisions of the specifications and any other sections specified therein.

202-823-8 JOINT SEALING
 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.

202-823-8 JOINT SEALING
 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 prepared joint seal structure.

202-823-8 JOINT SEALING
 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.

202-823-8 JOINT SEALING
 Basis of Payment: The accepted quantities will be paid for in linear feet at the contract unit price along the length of the centerline joint.

202-823-8 JOINT SEALING
 Basis of Payment: The accepted quantities will be paid for in linear feet at the contract unit price along the length of the centerline joint.

GENERAL NOTES:

- Specifications: Mississippi Standard Specifications For Road Construction, 2000 Edition, Section 100, Part 1, Division 100.
- No Change Of Plans Will Be Permitted Except By Written Approval Of The Director Of Structures, State Bridge Engineer.
- Minor Changes To Plans Or Specifications Shall Be Made By The Engineer. The Engineer Will Not Be Responsible For Changes In The Plans Or Specifications Which Will Be Cause For Contract Price Adjustment.
- Work For Which No Pay Item Is Provided In The Proposal Will Be Considered As Extra Work. The Contractor Shall Be Responsible For The Cost Of Any Work Not Shown On The Plans.

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

***NOTES:**

- The Prepared Joint Seal Shall Be One Of The Following, Installed According To The Manufacturer's Specifications:
 - A. Silicone Joint Sealing System Manufactured By R.J. Watson, Inc. In Adams, NY www.rjwatson.com
 - B. Wyle SPS Joint Sealing System Manufactured By Wyle Construction Materials www.wyle.com
 - C. Silicone SSS Silicone Strip Seal Manufactured By SSI Commercial & Highway Construction Materials www.ssi.com
- For Estimating Purposes, The R.J. Watson Silicone Joint Sealing System Was Specified. However, Should The Contractor Determine That Another System Is More Suitable For The Project, The Contractor Shall Obtain Written Approval From The Engineer Before Proceeding With The Work. The Contractor Shall Be Responsible For The Cost Of Any Work Not Shown On The Plans.
- Joints Shall Be Sealed At Their Design Widths. Disposition "A" Which Is Defined As Seal Required On Both Sides Of The Joint, The Prepared Joint Seal, Type "A" Shall Be Used For Design Widths Less Than 1/2 Inch. For Design Widths Greater Than 1/2 Inch, The Seal Shall Be Applied On One Side Of The Joint, And The Sealant Shall Be Applied To The Opposite Side Of The Joint. In Cases Where Design Widths Are Greater Than 1/2 Inch, Another Type Of Sealant Shall Be Used. The Contractor Shall Be Responsible For The Cost Of Any Work Not Shown On The Plans.

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

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

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

STATE	PROJECT NO.
MISS.	

NOTES ON ASSOCIATED ITEMS OF WORK:

808-1001 JOINT PREPARATION

Description: Shall include The Work Necessary To Repair Joints In Preparation For The Placement Of New Expansion Material, In The Joint, Drilling, Priming, Epoxy Mortar, Shall Be Installed In The Joint Of New Material, Of Existing Silicone Sealed, Compression, And AC Sealed Joint Materials Will Not Be Paid For Directly And Shall Be Considered As Part Of The Joint Preparation Work. The Contractor Shall Be In Accordance With The Applicable Provisions Of Section 808 OF The Specifications And Any Other Sections Specified Therein.

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

907-823-8001 3/4" CUI, TYPE I & 907-823-8002 3/4" CUI, TYPE II

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

Basis Of Payment: The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Bridge Deck On Each Side Of The Centerline Joint. The Contractor Shall Be Responsible To Ensure That The Proper Depth Is Selected Based On The Manufacturer's Recommendations.

907-823-1001 PREFORMED JOINT SEAL, TYPE I

907-823-1002 PREFORMED JOINT SEAL, TYPE II

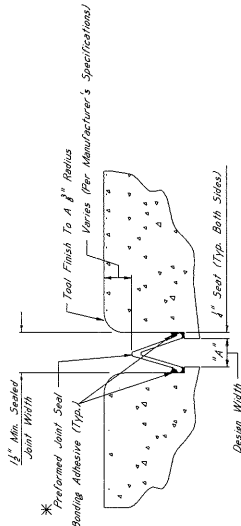
Basis Of Payment: The Accepted Quantities Will Be Paid For In Linear Feet At The Contract Unit Price Along The Length Of The Centerline Joint.

EPOXY MORTAR AND POLYMER CONCRETE NOTES:

1. The Contractor Shall Be Responsible For Obtaining The Proper 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. No Change Of Plans Will Be Permitted Except By Written Approval Of The Engineer. Any Change In The Design Or Construction Procedure May Be Authorized By The Bridge Engineer Provided Such Changes Will Not Be Cause For Contract Price Adjustment. Proposed Will Not Be Paid For Directly And Shall Therefore Be Considered An Absorbed Item Of Work.



TYPICAL SECTION AT SAWCUT & SEALED JOINT

Showing Sealed Joint After Sawcut And Repair With Epoxy Mortar

***NOTES:**

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

A. Silicone Joint Sealing System Manufactured By A.C. Watson, Inc. In Allen, NY

B. Waco 695 Joint System Manufactured By Waco Chemicals, Inc. In Albany, NY

C. Silapac 555 Silicone Strip Seal Manufactured By SSI Commercial & Highway Construction Materials

www.wacochemical.com

D. For Existing Repairs, The R.J. Watson Silicone Joint Sealing System Was Used For Existing Repairs. The Contractor Shall Be Responsible To Ensure That The Manufacturer's Recommendations Are Followed For The Installation Of The Sealant.

E. Any Other Formwork Between The Specifications Provided By The Manufacturer's Representative Shall Be Present At The Time Joint Sealing Begins.

F. The Contractor Shall Be Responsible To Ensure That The Sealant Is Properly Sealed In Installation Of The Joint.

G. Joints Shall Be Sealed At Their Design Width, Dimension "A", Which Is Defined As The Actual Width Of The Joint Opening. This Width Does Not Account For The Joint Opening Width, The Joint Opening Width Shall Be The Actual Width Of The Joint Opening. The Contractor Shall Be Responsible To Ensure That The Sealant Is Properly Sealed In Installation Of The Joint.

H. For Design Widths Greater Than Or Equal To 2" With The Maximum Design Width Of 4", The Contractor Shall Be Responsible To Ensure That The Sealant Is Properly Sealed In Installation Of The Joint.

I. The Contractor Shall Be Responsible To Ensure That The Sealant Is Properly Sealed In Installation Of The Joint.

J. The Contractor Shall Be Responsible To Ensure That The Sealant Is Properly Sealed In Installation Of The Joint.

K. The Contractor Shall Be Responsible To Ensure That The Sealant Is Properly Sealed In Installation Of The Joint.

L. The Contractor Shall Be Responsible To Ensure That The Sealant Is Properly Sealed In Installation Of The Joint.

M. The Contractor Shall Be Responsible To Ensure That The Sealant Is Properly Sealed In Installation Of The Joint.

N. The Contractor Shall Be Responsible To Ensure That The Sealant Is Properly Sealed In Installation Of The Joint.

O. The Contractor Shall Be Responsible To Ensure That The Sealant Is Properly Sealed In Installation Of The Joint.

P. The Contractor Shall Be Responsible To Ensure That The Sealant Is Properly Sealed In Installation Of The Joint.

Q. The Contractor Shall Be Responsible To Ensure That The Sealant Is Properly Sealed In Installation Of The Joint.

R. The Contractor Shall Be Responsible To Ensure That The Sealant Is Properly Sealed In Installation Of The Joint.

S. The Contractor Shall Be Responsible To Ensure That The Sealant Is Properly Sealed In Installation Of The Joint.

T. The Contractor Shall Be Responsible To Ensure That The Sealant Is Properly Sealed In Installation Of The Joint.

U. The Contractor Shall Be Responsible To Ensure That The Sealant Is Properly Sealed In Installation Of The Joint.

V. The Contractor Shall Be Responsible To Ensure That The Sealant Is Properly Sealed In Installation Of The Joint.

W. The Contractor Shall Be Responsible To Ensure That The Sealant Is Properly Sealed In Installation Of The Joint.

X. The Contractor Shall Be Responsible To Ensure That The Sealant Is Properly Sealed In Installation Of The Joint.

Y. The Contractor Shall Be Responsible To Ensure That The Sealant Is Properly Sealed In Installation Of The Joint.

Z. The Contractor Shall Be Responsible To Ensure That The Sealant Is Properly Sealed In Installation Of The Joint.

AA. The Contractor Shall Be Responsible To Ensure That The Sealant Is Properly Sealed In Installation Of The Joint.

AB. The Contractor Shall Be Responsible To Ensure That The Sealant Is Properly Sealed In Installation Of The Joint.

AC. The Contractor Shall Be Responsible To Ensure That The Sealant Is Properly Sealed In Installation Of The Joint.

AD. The Contractor Shall Be Responsible To Ensure That The Sealant Is Properly Sealed In Installation Of The Joint.

AE. The Contractor Shall Be Responsible To Ensure That The Sealant Is Properly Sealed In Installation Of The Joint.

AF. The Contractor Shall Be Responsible To Ensure That The Sealant Is Properly Sealed In Installation Of The Joint.

AG. The Contractor Shall Be Responsible To Ensure That The Sealant Is Properly Sealed In Installation Of The Joint.

AH. The Contractor Shall Be Responsible To Ensure That The Sealant Is Properly Sealed In Installation Of The Joint.

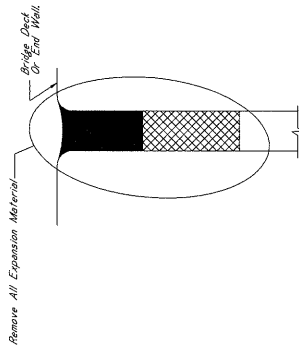
AI. The Contractor Shall Be Responsible To Ensure That The Sealant Is Properly Sealed In Installation Of The Joint.

AJ. The Contractor Shall Be Responsible To Ensure That The Sealant Is Properly Sealed In Installation Of The Joint.

AK. The Contractor Shall Be Responsible To Ensure That The Sealant Is Properly Sealed In Installation Of The Joint.

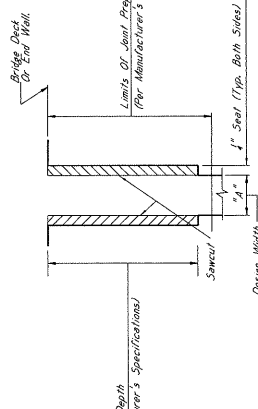
AL. The Contractor Shall Be Responsible To Ensure That The Sealant Is Properly Sealed In Installation Of The Joint.

AM. The Contractor Shall Be Responsible To Ensure That The Sealant Is Properly Sealed In Installation Of The Joint.



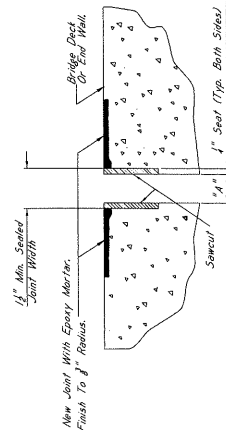
TYPICAL SECTION AT EXISTING JOINT

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 Seal Materials



TYPICAL SECTION AT SAWCUT & JOINT REPAIR

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

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

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

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

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

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

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

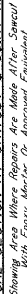
Showing Limits Of Joint Preparation For Application Of New Joint Seal Materials

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

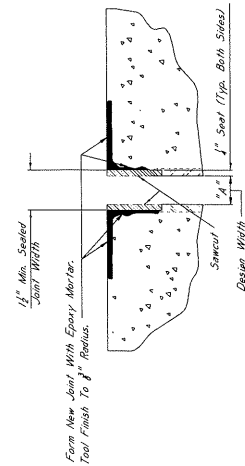
Showing Limits Of Joint Preparation For Application Of New Joint Seal Materials

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

1. *Specifications: Mississippi Standard Specifications For Road And Bridge Construction, 2004.*
2. *No Change Of Plans Will Be Permitted Except By Written Approval Of The Director Of Structures, State Bridge Engineer. Minor Changes To Detail Of Design Or Construction Procedure May Be Authorized By The Bridge Engineer Provided Such Changes Will Not Be Cause For Contract Price Adjustment.*
3. *Work For Which No Pay Item Is Provided In The Proposal Will Not Be Paid For Directly And Shall Therefore Be Considered An Absorbed Item Of Work.*



1. Specifications: Mississippi Standard Specifications For Road And Bridge Construction, 2004.
2. No Change Of Plans Will Be Permitted Except By Written Approval Of The Director Of Structures, State Bridge Engineer. Minor Changes To Detail Or Design Of Construction Incorporated Into Plans Will Be Permitted By Bridge Engineer. Major Changes To Plans Will Be Permitted By Bridge Engineer. Such Changes Will Be At Contractors Risk.
3. Work For Which No Pay Item Is Provided In The Proposal Will Not Be Paid For Directly And Shall Therefore Be Considered An Absorbent Item of Work.



With Epoxy Mortar Or Approved Equivalent

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-845-3

CODE: (SP)

DATE: 8/24/2014

SUBJECT: Coating Existing Structural Steel

PROJECT: BR-0008-01(132) / 106791302 -- Forrest County

Section 907-845, Coating Existing Structural Steel, is added to the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

SECTION 907-845 – COATING EXISTING STRUCTURAL STEEL

907-845.01--Description. This work consists of furnishing all labor, material, and equipment required for coating existing structural steel in accordance with the requirements of this Section, by removing and replacing the existing coating where shown in the plans or described herein.

907-845.02--Materials.

907-845.02.1--Coating Systems. One of the following organic zinc/epoxy/urethane three-coat systems, or an approved equal, shall be used for removal and replacement of paint.

	1st	2nd	3rd
Carboline	Carbozinc 859 dft = 3-5 mils	Carbogaurd 888 dft = 3-5 mils	Carbothane 133LH dft = 3-5 mils
Ameron	Amercoat 68HS dft = 3-5 mils	Amercoat 399 dft = 4-8 mils	Amercoat 450H dft = 3-5 mils
Sherwin Williams	Zinc Clad III HS dft = 3-5 mils	Macropoxy 646 dft = 5-10 mils	Acrolon 218HS dft = 3-6 mils

907-845.02.2--Thinners, Solvents and Cleaners. Only thinners, solvents and cleaners listed on the coating manufacturer's product data sheet shall be used.

907-845.02.3--Caulking. Only Caulks that are paintable, compatible with the coating system, and recommended by the coating manufacturer as part of the coating system shall be used.

907-845.02.4--Soluble Salts Test Kit. Soluble salts test kit shall be in accordance with SSPC-Guide 15 utilizing a Class A retrieval method. The test sleeve or cell shall create a sealed, encapsulated environment during ion extraction and be suitable for testing all structural steel surfaces.

907-845.02.5--Abrasives. Properly sized abrasives shall be used to achieve the required cleanliness and surface profile. Abrasives shall meet the requirements of SSPC-AB 1, Mineral and Slag Abrasives, SSPC-AB 2, Cleanliness of Recycled Ferrous Metallic Abrasives, or SSPC-AB 3,

Ferrous Metallic Abrasive and shall not introduce any contamination that interferes with the coating application and performance. The Contractor shall provide a certification to the Engineer that the abrasives used meet the requirements of this specification and do not contain any chlorides and other salts.

For recycled abrasives, the Contractor shall verify compliance with the conductivity and cleanliness requirements of SSPC-AB 2 after each recycling or more frequently if required by the Engineer. A sample shall be selected from each recycling machine in use and water-soluble contaminant and oil content tests conducted as outlined in SSPC-AB 2 at least one time each week or more frequently if directed by the Engineer. The non-abrasive residue and lead content tests shall be conducted as directed by the Engineer. If test results do not meet requirements, the Engineer shall be notified immediately, the abrasive shall be removed and replaced, the recycling equipment shall be cleaned, and tests conducted each day to confirm the equipment is functioning properly. Testing shall return to the weekly testing interval as directed by the Engineer.

907-845.02.6--Rust Preventative Compound. The rust preventative compound shall be a Class 3 compound meeting the requirements of Military Specification MIL-C-11796C, Corrosion Preventative Compound, Petrolatum, Hot Applied.

907-845.02.7--Storage. Materials shall be stored in conformance with the manufacturer's recommendations.

907-845.03--Construction Requirements.

907-845.03.1--Compressed Air. The compressed air system shall be capable of delivering clean, dry, continuous nozzle pressure to achieve the required surface cleanliness and profile or spray pattern. The system must comply with the instructions and recommendations of the manufacturer of the abrasive blasting system or coating application system.

907-845.03.2--Abrasive Blasting System. The blasting system shall be designed to produce the specified cleanliness and profile.

907-845.03.3--Coating Application System. The coating application equipment shall be approved by and in accordance with the Coating Manufacturer's technical data requirements.

907-845.03.4--Quality Control. The Contractor shall provide a current Corporate Quality Control Plan approved by SSPC under the SSPC QP1 and SSPC QP2 certifications as appropriate and a site specific Coating Quality Control Plan to the Engineer at least 14 calendar days prior to beginning coatings work. The Contractor shall not begin coatings work until the site specific Coating Quality Control Plan has been approved by the Engineer.

The Contractor shall submit a specific traffic control plan for each phase of the work that conforms to the project plans and specifications. The Contractor shall not begin work until the traffic control plan is approved by the Department.

907-845.03.5--Inspection. All inspection equipment shall be maintained in accordance with the

manufacturer's instructions, calibrated, and in good working condition. All activities shall be observed and approved by a quality control coatings inspector meeting the requirements of this specification. Daily inspection reports shall be maintained at the job site for review by the Engineer. All daily inspection reports shall be proved to the Engineer upon completion of the project, or more frequently as requested by the Engineer.

907-845.03.6--Qualifications.

907-845.03.6.1--Field Contractor. The Field Contractor shall provide documentation to the Engineer at least 14 days prior to beginning work that the field contractor performing any work in accordance with this specification is certified by SSPC to the requirements of SSPC-QP1 and/or SSPC-QP2 as appropriate.

907-845.03.6.2--Quality Control Inspectors in the Shop and Field. The Contractor shall provide documentation to the Engineer that all personnel performing quality control inspections are certified at a minimum as a National Association of Corrosion Engineers (NACE) Coating Inspector Level I or a SSPC Level 1 Bridge Coating Inspector, and that they report directly to a Quality Control Supervisor who is certified either as a NACE Coating Inspector Level 3 or a SSPC Level 2 Bridge Coating Inspector.

907-845.03.6.3--Certifications. Certifications shall be maintained for the duration of the Contract. If the certifications expire, no work shall be performed until certifications are reissued. The Engineer shall be notified of any change in certification status.

907-845.03.7--Surface Preparation.

907-845.03.7.1--General. The portions of the existing coating designated to be removed and replaced shall be cleaned, washed, tested, and soluble salts removed. This shall be accomplished by abrasive blasting or hand and power tool cleaning to remove all existing coating and corrosion in the intended locations. The edges of all existing coating shall be feathered back to remain a minimum of three inches (3") around the area of existing coating to provide a smooth transition. The edges of the existing coating shall be intact and verified by probing with a dull putty knife in accordance with SSPC SP 2. The existing coating in the feathered area shall be roughened to ensure proper adhesion of the new coating. The Engineer shall be notified immediately when any structural steel appears to be defective.

The portions of the existing coating to remain shall be cleaned, washed, tested, and soluble salts removed. All surfaces to be coated shall be clean, dry, and free from oil, grease, dirt, dust, soluble salts, corrosion, peeling, caulking, weld spatter, mill scale and any other surface contaminants. The surface preparations and coating operations shall be performed so that freshly applied coatings will not be contaminated by dust or foreign matter. The Contractor shall protect all equipment and adjacent surfaces not to be coated from surface preparation operations. In the event that any rusting or contamination occurs after the completion of the surface preparation, the surfaces shall be prepared again to the initial requirements. Surface preparation work shall be performed only when the temperature of the steel surface is at least 5°F above the dew point temperature.

907-845.03.7.2--Mechanical Removal of Surface Defects. All corners resulting from sawing, burning, or shearing shall be broke. In areas where burning has been used, the flame hardened surface of the steel shall be removed to the extent necessary to achieve the required surface profile after abrasive blast cleaning. All weld slag and weld spatter shall be removed. In addition, all pack rust shall be removed prior to solvent cleaning. All of this work shall be conducted in accordance with AASHTO/NSBA Steel Bridge Collaboration S 8.1.

907-845.03.7.3--Cleaning. All steel surfaces shall be cleaned in accordance with the requirements of SSPC-SP 1.

907-845.03.7.4--Washing. All steel surfaces shall be washed during removal of soluble salts in accordance with the requirements of SSPC-SP WJ-4.

907-845.03.7.5--Soluble Salts Detection and Removal. The chloride, sulfate and nitrate concentrations shall be determined on all steel surfaces using soluble salts test kits meeting the requirements of subsection 907-845.02.4. The concentration levels shall be measured using the method described in SSPC-TU 4. The tests shall be performed after washing and after each applied coat of the coating system. Five random locations shall be tested in the first 1,000 square feet and one random location for each subsequent 1,000 square feet. The non-visible surface contaminant concentrations on blast-cleaned surfaces shall not exceed $7 \mu\text{g}/\text{cm}^2$ for chloride ions, $10 \mu\text{g}/\text{cm}^2$ for ferrous ions, $17 \mu\text{g}/\text{cm}^2$ for sulfate ions, and $10 \mu\text{g}/\text{cm}^2$ for nitrate ions. When any concentration exceeds these levels, the entire surface area shall be rewashed and retested. If additional washing does not reduce the concentration to the acceptable level, a surface treatment or water additive may be used. Surface treatment or water additive shall be approved by the coating system supplier and the Engineer.

907-845.03.7.6--Abrasive Blast Cleaning. Steel shall be prepared by abrasive blast cleaning to "Near-White" metal condition as defined in SSPC-SP 10. SSPC VIS 1 shall be used as an aid in establishing cleanliness. After abrasive blast cleaning, the surface profile shall meet the requirements of the coating manufacturer's product data sheet. The surface profile shall be determined by using replica tape in accordance with ASTM D 4417, Method C.

All abrasive blast cleaning shall be performed within a containment system to ensure confinement of all particulates. The containment system shall be designed to comply with all applicable Federal, State, and Local regulations. The abrasive blast cleaning shall not produce holes, cause distortion, remove metal, or cause thinning of the substrate.

907-845.03.7.7--Hand and Power Tool Cleaning. Steel shall be prepared by power and hand tool cleaning as defined in SSPC-SP 11, SSPC-SP 3, and SSPC-SP 2 for touch up and repair when approved by the Engineer. SSPC-VIS 3 shall be used as an aid in establishing cleanliness.

907-845.03.8--Application.

907-845.03.8.1--General. All of the paint on the exposed steel surfaces shall be removed and re-coated, unless otherwise noted or otherwise directed by the Engineer. A coating of rust preventative compound shall be applied to all machine finished or similar surfaces not to be coated

as directed by the Engineer. Prior to the application of any coating, the substrate shall be inspected for contamination and defects, and the surface prepared before application of the next coat. Each coat including a stripe coat shall be applied in a color that contrasts with the substrate or preceding coat.

907-845.03.8.2--Weather and Temperature Limitations. Spray coating shall not be performed when the measured wind speed in the immediate coating area is above 15 miles per hour. Coatings shall not be applied when contamination from rainfall is imminent or when the ambient air temperature, relative humidity, dew point temperature, or temperature of the steel is outside limits of the coating manufacturer's product data sheet.

907-845.03.8.3--Sealing Using Caulk. The perimeter of all faying surfaces, cracks and crevices, joints open less than 1/2 inch, and skip-welded joints shall be completely sealed using caulk. The caulk shall be applied to the joint following the caulk manufacturer's recommendations. The caulk bead shall have a smooth and uniform finish and be cured according to the caulk manufacturer's recommendation prior to the application of the coating system.

907-845.03.8.4--Protection of Adjacent Surfaces. All surfaces and working mechanisms not intended to be coated during the application of coatings shall be protected. Surfaces that have been contaminated with coatings shall be cleaned until all traces of the coating have been removed. Material from cleaning and coating operations shall not be dispersed outside the work site.

907-845.03.8.5--Mixing and Thinning. All coatings shall be mixed in accordance with the manufacturer's product data sheet. Only complete kits shall be mixed. Thinners and solvents shall be in accordance with the requirements of the coating manufacturer's product data sheet. The amount of thinner added shall not exceed any State and Federal regulations regarding Volatile Organic Compounds (VOC). All mixing operations shall be performed over an impervious surface with provisions to prevent runoff to grade of any spilled material.

907-845.03.8.6--Application Methods. The Contractor shall use coating application equipment and apply coatings per the coating manufacturer's product data sheet. Application with brushes may be permitted for minor touchup of spray applications, stripe coats, or when otherwise approved by the Engineer. Spray equipment shall be adjusted to produce an even, wet coat with minimum overspray. Coatings shall be applied in even, parallel passes, overlapping fifty percent (50%). Coatings shall be agitated during application as required by the coating manufacturer's product data sheet.

907-845.03.8.7--Stripe Coating. Stripe coats shall be applied to achieve complete coverage and proper thickness on welds, corners, crevices, sharp edges, bolts, nuts, rivets, and rough or pitted surfaces.

907-845.03.8.8--Thickness of Coats. Coatings shall be applied to the thickness as identified in the manufacturer's product data sheet. After application of each coat, the surfaces shall be thoroughly inspected and the dry film thickness (DFT) measured in accordance with SSPC-PA 2. When the DFT is deficient or excessive, corrections shall be made in accordance with the coating manufacturer's recommendations and retest the area.

907-845.03.8.9--Coating Drying, and Curing. Coatings shall be applied within the time specified by the coating manufacturer's product data sheet for drying and recoating. Before handling, cure shall be tested in accordance with the manufacturer's recommended method. When the manufacturer's technical data sheet does not state a specified cure test, the requirements of ASTM D 5402 for organic zinc primers shall be met. The Contractor shall obtain the acceptance criteria from the coating manufacturer and report the results to the Engineer.

907-845.03.8.10--Coating Finish. Each coat shall be applied free of runs, sags, blisters, bubbles, and mud cracking; variations in color, gloss, or texture, holidays, excessive film buildup, foreign contaminants, orange peeling, and overspray.

907-845.03.9--Touchup and Repair. All welds, rivets, bolts, and all damaged or defective coating and rusted areas shall be cleaned and coated. Upon approval by the Engineer, aluminum mastic may be used in accordance with the manufacturer's recommendations. Aluminum mastic shall contain aluminum pigment and minimum 80% volume solids.

907-845.03.10--Protection of the Environment, Public, and Workers.

907-845.03.10.1--General. Plans and programs shall be established to protect the environment, public, contractor employees, and other workers from exposure to toxic heavy metals as well as releases and emissions of hazardous materials and nuisance dusts. All coating application and removal operations shall be conducted in compliance with EPA, OSHA, and other applicable Federal, State and local regulations. A contingency plan shall be provided for the remediation of water and land in the event of contamination by solid or liquid paint and contaminated water.

907-845.03.10.2--Environmental Protection. Plans and programs for the protection of the environment and public based on the applicable EPA requirements, the requirements of this Specification, and the Contract Documents shall be prepared and submitted to the Engineer. The plans and programs shall also include the protection of the air, soil/ground, and water.

907-845.03.10.2.1--Pollution Control. The Contractor shall submit a written pollution control and monitoring plan at the preconstruction meeting or as directed by the Engineer which clearly describes the means for complying with all Local, State and Federal regulations including pollution control provisions specified herein. The written plan shall be in accordance with SSPC Project Design: Industrial Lead Paint Removal Handbook, Volume II, Phase 6, Environmental Monitoring, and specifically include, but not be limited to, providing a scaled map of the work site layout showing the proposed number and location of soil sampling, Total Suspended Particulate (TSP) monitoring sites, waste storage areas, staging areas, temporary waste storage areas, and ambient air and personnel sampling frequency.

The Contractor shall comply with all applicable Federal, State, and Local rules and regulations. In the event a violation of any environmental regulation or a failure to properly execute any pollution control provisions occurs, the Contractor shall immediately cease all operations. Operations shall only resume after written proposed corrective procedures have been submitted to and approved by the Engineer and implemented.

907-845.03.10.2.2--Permits. The Contractor shall submit all required permits from all applicable regulatory agencies to the Engineer prior to the commencement of any work. The Contractor shall seek permit determination from these regulatory agencies to avoid any potential permit non-compliance issues during work activities. The Contractor shall be responsible for all liability resulting from non-compliance with pertinent rules and regulations including permit requirements.

907-845.03.10.2.3--Ambient Air Quality Compliance and Protection of the Air.

907-845.03.10.2.3.1--Visible Emissions. The visible emissions shall be accessed using EPA Method 22, Timing of Emissions as defined by 40 CFR 60, Appendix A, Standards of Performance for New Stationary Sources. During abrasive blasting, the Contractor shall not allow visible emissions from a containment to exceed a random cumulative duration of more than one percent (1%) of the workday (SSPC Guide 6, Level 1 Emissions). During pressurized water cleaning for removal of soluble salts, The Contractor shall not allow visible emissions from a containment to exceed a random cumulative duration of more than ten percent (10%) of the workday (SSPC Guide 6, Level 3 Emissions).

907-865.03.10.2.3.2--Total Suspended Particulate (TSP) Matter. Emissions from the containment area shall be controlled to prevent exceeding the TSP Lead of $1.5 \mu\text{g}/\text{m}^3$ over a 90-day period, or the daily and adjusted daily allowances of SSPC-TU 7. TSP Lead monitoring shall be conducted in accordance with 40 CFR 50, Appendix B, Reference Method for Determination of TSP Matter in the Atmosphere (high volume sampler required), and 40 CFR 50, Appendix G, Reference Method for Determination of TSP Matter Collected from Ambient Air. The TSP Lead monitoring equipment shall be positioned in general accordance with 40 CFR 58, Ambient Air Quality Surveillance.

When lead is present in the coating, TSP Lead background monitoring shall be performed for a period of three (3) days prior to the beginning of abrasive blast cleaning operations. The results from background monitoring and the first week of monitoring during abrasive blast cleaning shall be submitted to the Engineer for review within five (5) calendar days after the first week of work. Monitoring shall continue unless otherwise directed by the Engineer.

907-865.03.10.2.3.3--Regulated Area. A regulated area around the work site shall be established to prohibit unauthorized persons from areas where exposure to hazardous airborne metals may exceed the following action levels:

<u>Airborne Metals</u>	<u>Action Level</u>
Lead	$30 \mu\text{g}/\text{m}^3$
Cadmium	$2.5 \mu\text{g}/\text{m}^3$
Arsenic	$5 \mu\text{g}/\text{m}^3$
Hexavalent Chromium (Cr6+)	$2.5 \mu\text{g}/\text{m}^3$

Monitoring shall be conducted in accordance with the National Institute for Occupational Safety and Health (NIOSH) procedures upon initiation of dust producing operations and the test results shall be submitted to the Engineer within 72 hours of sampling. Sample results shall be reported as

8-hour Time Weighted Averages (TWA). The regulated area shall be re-established and additional sampling shall be performed when the results exceed the action levels or when directed by the Engineer. All pertinent data shall be documented in a field logbook. Air-sampling pumps shall be positioned around the project perimeter where the public or personnel can approach the work area. Sampler inlets shall be placed at breathing height. The regulated area shall be clearly marked by the use of warning signs, rope, barrier tape, or temporary construction fencing.

907-845.03.10.2.4--Soil/Ground Quality. The ground beneath and in proximity to the structure shall be inspected in the presence of the Engineer for visible paint chips to establish an initial job site cleanliness standard. When heavy metals are in the existing coatings, soil samples shall be tested prior to the beginning of operations and after project completion for heavy metals. The number and specific locations where the initial samples are taken shall be documented as outlined in the SSPC Project Design-Industrial Lead Paint Removal Handbook, Volume 2 to ensure the post samples are collected from the same locations. All samples shall be submitted to the Engineer for review. If the project activities increase the heavy metal content in soil to more than 20% above the pre-job geometric mean or 100% at any one location, the site shall be returned to the pre-job levels. Additional soil testing shall be conducted as necessary to determine the extent of contamination.

In addition, a pre- and post-soil sampling plan shall be submitted for storage areas identifying the sample location, depth, analyses list, lab certification, and turnaround time. Once approved by the Engineer, sampling results shall be submitted along with a scaled drawing indicating designated sample locations.

907-845.03.10.2.5--Water Quality. The Contractor shall not release, discharge or otherwise cause hazardous materials, debris, waste, or paint chips to enter the water. The Contractor shall also protect against releases due to rain and methods of surface preparation from reaching rivers, streams, lakes, storm drains, or other bodies of water.

907-845.03.10.3--Containment System. The Contractor shall submit a written containment system design plan in accordance with this subsection and the contract documents at the pre-construction conference or as directed by the Engineer which clearly describes the proposed containment system applicable to the intended removal method and in accordance with the requirements outlined herein and SSPC Guide 6, Guide for Containing Debris Generated During Paint Removal Activities. The plan shall include, but is not limited to, removal method; methods for collecting debris; and containment enclosure components. Fire retardant materials shall be used. Containment drawings, calculations, and assumptions, including ventilation criteria if applicable, shall be provided signed and sealed by the Contractor's Engineer of Record experienced with containment systems. A complete structural impact analysis prepared by a Specialty Engineer shall be provided to verify the existing structure can withstand the dead, live and wind loads imposed upon the structure due to the containment system. The lighting inside the containment shall be in accordance with SSPC Guide 12, Guide for Illumination of Industrial Painting Projects. Lighting shall have a minimum intensity of 10 ft-cd for general, 20 ft-cd for work, and 50 ft-cd for inspection. All drawings and calculations shall be submitted and accepted before any work begins. A clear description of the ventilation system components and information shall be provided including the fan curve and design point on the proposed dust collector. The

Design shall provide ventilation according to the notes provided in SSPC Guide 6: 100 feet per minute for cross draft and 50-60 feet per minute for downdraft.

The immediate area of the structure shall be isolated to ensure compliance with current and permit requirements for air, water, soil, and pollution prevention. The containment system shall be protected from vehicular and pedestrian traffic. Paint, paint chips, or other debris shall not fall outside of the containment area under any circumstances. Any damage created by fastening, bracing, or handling the scaffolding and staging shall be repaired. If a suspended platform is constructed, rigid or flexible materials shall be used as needed to create an air and dust impenetrable enclosure. The platform and its components shall be designed and constructed to support at least four (4) times its maximum intended load without failure, with wire cables capable of supporting at least six (6) times their maximum intended load without failure. The Contractor shall strictly comply with all applicable OSHA regulations regarding scaffolding. The category and class of containment shall be as required in the Contract Documents.

907-845.03.10.4--Protection of Adjacent Areas. All areas adjacent to abrasive blast cleaning, including machinery and deck grating, shall be protected. Before the commencement of any cleaning and coating operations, a control plan shall be provided for the protection of adjacent surfaces from damage by nearby blasting and coating to the Engineer for review. Any damage to adjacent areas shall be repaired. The repair procedure shall be submitted to the Engineer for acceptance prior to any remediation.

907-845.03.10.5--Worker Protection. The Contractor shall be responsible for complying with all current OSHA regulations regarding worker protection as it relates to the duties required by this Specification. Appropriate safety procedures shall be implemented for all hazards on the job site whether specifically identified herein or not.

907-845.03.11--Waste Handling and Management.

907-845.03.11.1--General. A waste management program plan shall be prepared which addresses the applicable requirements from EPA regulations for hazardous waste management and the Contract Documents. Include provisions for the handling and disposal of non-hazardous waste. The Contractor shall dispose of all waste in accordance with all federal, state, and local laws and regulations.

907-845.03.11.2--Collection and Handling of Waste. All paint removal debris, both solid and liquid, shall be properly classified, packaged and stored in accordance with SSPC Guide 7, Guide for the Disposal of Lead-Contaminated Surface Preparation Debris, the Federal Water Pollution Control Act with amendments, and all other current government regulations and guidelines. The Contractor shall comply with the Resource Conservation and Recovery Act to include, at a minimum, CFR 40 260 through CFR 40 268. Prior to identification and storage, the Contractor shall separate solid and liquid waste, and separate individual waste streams.

907-845.03.11.3--Testing and Analysis. Laboratory analyses for all waste stream and environmental samples shall be conducted by an EPA certified, independent laboratory with an approved Quality Assurance Plan. Laboratory analyses for worker monitoring and regulated area

samples shall be conducted by an American Industrial Hygiene Association (AIHA) metals accredited laboratory. A copy of all sampling and test reports shall be provided no later than 72 hours after collection of samples.

907-845.03.11.4--Waste Identification. Samples shall be collected in accordance with EPA SW 846, Test Methods for Evaluating Solid Waste - Physical/Chemical Methods. A random and representative sampling technique shall be used. A minimum of four representative samples shall be collected of each waste stream. These waste streams shall include, but are not limited to, water, paint chips, dust, and paint chips mixed with disposable abrasives and debris. The Contractor shall complete the initial sampling of each waste stream immediately upon filling the first drum, but shall not allow waste to accumulate for longer than seven (7) days before sampling.

After the representative samples are collected, they shall be sent immediately to the EPA certified laboratory for analysis. Unless otherwise directed by the Engineer, required by State regulations, or required by the waste recycling or disposal facility, once each waste stream is sampled, tested, and classified, additional sampling and analysis will not be required for subsequent shipments unless the waste stream changes. Samples shall be submitted to an approved laboratory to be tested for arsenic, barium, cadmium, hexavalent chromium, lead, mercury, selenium, and silver in accordance with EPA Method 3050 and Method 6010 (content) and EPA Method 1311, Toxicity Characteristics Leaching Procedures (TCLP). Each sample shall be clearly marked with sample number, date and time of sampling, name of collector, and location of collection.

Chain of custody forms shall be maintained for each sample. Each sample shall be entered on a sample analysis request form. The sample numbers, type of waste, amount of each sample, distribution of samples, signature and all other information shall be entered into field logbook.

907-845.03.11.5--Waste Storage. Waste from the control devices, equipment, and all work surfaces shall be collected on a daily basis. Hazardous and non-hazardous waste shall be kept separate. Blasting debris shall not be mixed with any other type of waste. Waste shall be placed in approved storage drums.

All hazardous waste within a regulated area shall be located. The maximum weight for each drum, when filled, shall be 821 lbs. All drums shall be properly sealed and labeled. Waste storage drums shall be transported to a secured, marked, temporary storage area. The temporary storage area shall be located on well-drained ground not susceptible to flooding or storm water run-off. Drums shall be placed on pallets and covered with fiber reinforced, impermeable tarpaulins. Drums shall be stored no more than two drums wide and two drums high. Drums shall be arranged so that labels are easily readable. Waste shall not be stored in the temporary storage area longer than 90 days.

907-845.03.11.6--Waste Disposal. All hazardous and non-hazardous waste shall be transported, treated and disposed of. The Engineer shall be notified a minimum of three (3) weeks prior to the date of shipment of any waste to an off-site facility. The Engineer shall be provided with documentation that the receiving disposal facilities are properly licensed. Manifests shall be provided for all hazardous and non-hazardous waste shipments. Any waste disposal subcontractors shall be identified and provide the Engineer with a copy of their licensing to perform waste

disposal and transport operations.

907-845.03.11.7--Permits. The Contractor shall be responsible for all liability resulting from non-compliance with pertinent rules and regulations including permit requirements.

907-845.04--Method of Measurement. Coating Existing Structural Steel will be measured as a lump sum quantity.

907-845.05--Basis of Payment. Coating Existing Structural Steel, measured as prescribed above, will be paid for at the contract lump sum price which shall be full compensation for all materials, labor, tools, equipment, containment systems, testing, , removal and disposal of the existing coating, and all incidentals necessary for completing the work as described herein.

Payment will be made under:

907-845-A: Coating Existing Structural Steel

- lump sum

SECTION 905 - PROPOSAL

Date _____

Mississippi Transportation Commission
Jackson, Mississippi

Sirs: The following proposal is made on behalf of _____
_____ of _____

for constructing the following designated project(s) within the time(s) hereinafter specified.

The plans are composed of drawings and blue prints on file in the offices of the Mississippi Department of Transportation, Jackson, Mississippi.

The Specifications are the current Standard Specifications of the Mississippi Department of Transportation approved by the Federal Highway Administration, except where superseded or amended by the plans, Special Provisions and Notice(s) to Bidders attached hereto and made a part thereof.

I (We) certify that I (we) possess a copy of said Standard and any Supplemental Specifications.

Evidence of my (our) authority to submit the Proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm or corporation. I (We) certify that I (we) have carefully examined the Plans, the Specifications, including the Special Provisions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Notice(s) to Bidders, and Plans, I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (We) understand that the quantities mentioned herein are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid, in accordance with the above.

I (We) acknowledge that this proposal will be found irregular and/or non-responsive unless a certified check, cashier's check, or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law) is submitted electronically with the proposal or is delivered to the Contract Administration Engineer prior to the bid opening time specified in the advertisement.

INSTRUCTION TO BIDDERS: Alternate and Optional Items on Bid Schedule.

1. Two or more items entered opposite a single unit quantity WITHOUT DEFINITE DESIGNATION AS "ALTERNATE ITEMS" are considered as "OPTIONAL ITEMS". Bidders may or may not indicate on bids the Optional Item proposed to be furnished or performed WITHOUT PREJUDICE IN REGARD TO IRREGULARITY OF BIDS.
2. Items classified on the bid schedule as "ALTERNATE ITEMS" and/or "ALTERNATE TYPES OF CONSTRUCTION" must be preselected and indicated on bids. However, "Alternate Types of Construction" may include Optional Items to be treated as set out in Paragraph 1, above.
3. Optional items not preselected and indicated on the bid schedule MUST be designated in accordance with Subsection 102.06 prior to or at the time of execution of the contract.
4. Optional and Alternate items designated must be used throughout the project.

I (We) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (We) shall submit electronically with our proposal or deliver prior to the bid opening time a certified check, cashier's check or bid bond for **five percent (5%) of total bid** and hereby agree that in case of my (our) failure to execute the contract and furnish bond within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the State of Mississippi as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

SECTION 905 -- PROPOSAL (CONTINUED)

I (We) hereby certify by digital signature and electronic submission via Bid Express of the Section 905 proposal below, that all certifications, disclosures and affidavits incorporated herein are deemed to be duly executed in the aggregate, fully enforceable and binding upon delivery of the bid proposal. I (We) further acknowledge that this certification shall not extend to the bid bond or alternate security which must be separately executed for the benefit of the Commission. This signature does not cure deficiencies in any required certifications, disclosures and/or affidavits. I (We) also acknowledge the right of the Commission to require full and final execution on any certification, disclosure or affidavit contained in the proposal at the Commission's election upon award. Failure to so execute at the Commission's request within the time allowed in the Standard Specifications for execution of all contract documents will result in forfeiture of the bid bond or alternate security.

Respectfully Submitted,

DATE _____

Contractor

BY _____
Signature

TITLE _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE _____

FAX _____

E-MAIL _____

(To be filled in if a corporation)

Our corporation is chartered under the Laws of the State of _____ and the names, titles and business addresses of the executives are as follows:

President

Address

Secretary

Address

Treasurer

Address

The following is my (our) itemized proposal.

Bridge Repair on SR 178 over the Mantachie Canal Bridge No. 102.7, known as State Project No. EXB-2835-00(006) / 107139310 in Itawamba County.

Line no.	Item Code	Adj Code	Quantity	Units	Description[Fixed Unit Price]
Roadway Items					
0010	619-D1001		15	Square Feet	Standard Roadside Construction Signs, Less than 10 Square Feet
0020	619-D2001		225	Square Feet	Standard Roadside Construction Signs, 10 Square Feet or More
0030	619-G4001		48	Linear Feet	Barricades, Type III, Single Faced
0040	619-G7001		14	Each	Warning Lights, Type "B"
0050	620-A001		1	Lump Sum	Mobilization
0060	907-618-A001		1	Lump Sum	Maintenance of Traffic
0070	907-619-M1002		4	Each	Portable Smart Work Zone, Additional Device, Portable Changeable Message Sign
Bridge Items					
0080	202-B298		104	Linear Feet	Removal of Existing Joint Material
0090	808-A001	(S)	104	Linear Feet	Joint Preparation
0100	907-823-A001		104	Linear Feet	Preformed Joint Seal, Type I
0110	907-823-B001		104	Linear Feet	Saw Cut, Type I
0120	907-824-PP093		1	Lump Sum	Bridge Repair, Bearing Reset, Per Plans
0130	907-824-PP093		1	Lump Sum	Bridge Repair, Truss Members, Per Plans
0140	907-824-PP095		2	Each	Bridge Repair, Pressure Relief Joint, Per Plans
0150	907-824-PP095		6	Each	Bridge Repair, Pressure Wash and Clean Bent, Per Plans
0160	907-824-PP095		32	Each	Bridge Repair, T-Beam Support, Per Plans
0170	907-824-PP101		30	Cubic Feet	Bridge Repair, Epoxy Repair, Per Plans
0180	907-845-A002	(S)	1	Lump Sum	Coating Existing Structural Steel

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

CONDITIONS FOR COMBINATION BID

If a bidder elects to submit a combined bid for two or more of the contracts listed for this month's letting, the bidder must complete and execute these sheets of the proposal in each of the individual proposals to constitute a combination bid. In addition to this requirement, each individual contract shall be completed, executed and submitted in the usual specified manner.

Failure to execute this Combination Bid Proposal in each of the contracts combined will be just cause for each proposal to be received and evaluated as a separate bid.

It is understood that the Mississippi Transportation Commission not only reserves the right to reject any and all proposals, but also the right to award contracts upon the basis of lowest separate bids or combination bids most advantageous to the State.

It is further understood and agreed that the Combination Bid Proposal is for comparison of bids only and that each contract shall operate in every respect as a separate contract in accordance with its proposal and contract documents.

I (We) agree to complete each contract on or before its specified completion date.

COMBINATION BID PROPOSAL

This proposal is tendered as one part of a Combination Bid Proposal utilizing option ____* of Subsection 102.11 on the following contracts:

* Option to be shown as either (a), (b), or (c).

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

(a) If Combination A has been selected, your Combination Bid is complete.

(b) If Combination B has been selected, then complete the following page.

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

Project Number	Pay Item Number	Unit	Unit Price Reduction	Total Item Reduction	Total Contract Reduction
1. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____
2. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____
3. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____
4. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____
5. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____
6. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____
7. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____
8. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

Project Number	Pay Item Number	Unit	Unit Price Reduction	Total Item Reduction	Total Contract Reduction
9. _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____
10. _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____

(c) If Combination C has been selected, then initial and complete ONE of the following.

- _____ I (We) desire to be awarded work not to exceed a total monetary value of \$ _____.
- _____ I (We) desire to be awarded work not to exceed _____ number of contracts.

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 September 8, 2011.

I (we) agree that this notification of intent DOES NOT constitute APPROVAL of the subcontracts.

_____ (Individual or Firm)	_____ (Address)
_____ (Individual or Firm)	_____ (Address)
_____ (Individual or Firm)	_____ (Address)
_____ (Individual or Firm)	_____ (Address)

NOTE: Failure to complete the above DOES NOT 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 September 8, 2011.

Contractor _____

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
CERTIFICATION

I, _____,
(Name of person signing bid)

individually, and in my capacity as _____ of
(Title of person signing bid)

(Name of Firm, partnership, or Corporation)

do hereby certify under 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. **EXB-2835-00(006) / 107139310**

in **Itawamba** _____ 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.

Do exceptions exist and are made a part thereof? Yes / No

Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

All of the foregoing is true and correct.

(1/2016 S)

SECTION 902

CONTRACT FOR EXB-2835-00(006) / 107139310

LOCATED IN THE COUNTY(IES) OF Itawamba

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.

Witness our signatures this the ____ day of _____, _____.

Contractor(s)

By _____

MISSISSIPPI TRANSPORTATION COMMISSION

Title _____

By _____

Signed and sealed in the presence of:
(names and addresses of witnesses)

Executive Director

Secretary to the Commission

Award authorized by the Mississippi Transportation Commission in session on the ____ day of _____, _____, Minute Book No. _____, Page No. _____.

Revised 8/06/2003

SECTION 903
PERFORMANCE AND PAYMENT BOND

CONTRACT BOND FOR: EXB-2835-00(006) / 107139310

LOCATED IN THE COUNTY(IES) OF: Itawamba

STATE OF MISSISSIPPI,
COUNTY OF HINDS

Know all men by these presents: that we, _____
_____, (Contractor)

_____, Principal, a _____

residing at _____ in the State of _____

and _____

_____, (Surety)
residing at _____ in the State of _____,

authorized to do business in the State of Mississippi, under the laws thereof, as surety, effective as of the contract date
shown below, are held and firmly bound unto the State of Mississippi in the sum of _____

(\$ _____) Dollars, lawful money of the United States of America, to be paid to it for which
payment well and truly to be made, we bind ourselves, our heirs, administrators, successors, or assigns jointly and
severally by these presents.

The conditions of this bond are such, that whereas the said _____

principal, has (have) entered into a contract with the Mississippi Transportation Commission, bearing the date of
_____ day of _____ A.D. _____ hereto annexed, for the construction of certain projects(s) in
the State of Mississippi as mentioned in said contract in accordance with the Contract Documents therefor, on file in the
offices of the Mississippi Department of Transportation, Jackson, Mississippi.

Now therefore, if the above bounden _____
_____ in all things shall stand to and abide by and well and truly observe, do keep and perform all and
singular the terms, covenants, conditions, guarantees and agreements in said contract, contained on his (their) part to be
observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the
material and equipment specified in said contract in strict accordance with the terms of said contract which said plans,
specifications and special provisions are included in and form a part of said contract and shall maintain the said work
contemplated until its final completion and acceptance as specified in Subsection 109.11 of the approved specifications,
and save harmless said Mississippi Transportation Commission from any loss or damage arising out of or occasioned by
the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said
principal (s), his (their) agents, servants, or employees in the performance of said work or in any manner connected
therewith, and shall be liable and responsible in a civil action instituted by the State at the instance of the Mississippi
Transportation Commission or any officer of the State authorized in such cases, for double any amount in money or
property, the State may lose or be overcharged or otherwise defrauded of, by reason 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
By _____	By _____ (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

a corporation duly organized under the laws of the state of _____

as Surety, hereinafter called the Surety, are held and firmly bound unto **State of Mississippi, Jackson, Mississippi**

As Obligee, hereinafter called Obligee, in the sum of **Five Per Cent (5%) of Amount Bid**

Dollars(\$ _____)

for the payment of which sum will and truly to be made, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Bridge Repair on SR 178 over the Mantachie Canal Bridge No. 102.7, known as State Project No. EXB-2835-00(006) / 107139310 in Itawamba County.**

NOW THEREFORE, the condition of this obligation is such that if the aforesaid Principal shall be awarded the contract, the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed and sealed this _____ day of _____, 20____

(Witness)

(Witness)

(Principal) (Seal)

By: _____
(Name) (Title)

(Surety) (Seal)

By: _____
(Attorney-in-Fact)

(MS Agent)

Mississippi Insurance ID Number