

McGriff Insurance Services

1020 Highland Colony Parkway, Ste. 302, Ridgeland, MS 39157
PH 601-790-8500 WATS 800-844-6700 FAX 601-790-8558

BID BOND

The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Key, LLC

P. O. Box 590, Madison, MS 39130

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America

One Tower Square, Hartford, CT 06183

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

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Meridian

601 23rd Avenue, Meridian, MS 39301

as Obligee, hereinafter called Obligee, in the sum of

Five Percent of Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the 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 Rehabilitation of Valley road Bridge over Sowashee Creek, Structure Number SA3800000000104, Bid# 20-02, as per proposal

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as many be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this, 18th day of December, 2019

Shule D. Ouellet
(Witness)

Key, LLC
(Principal) (Seal)

By [Signature]
(Title)

Travelers Casualty and Surety Company of America
(Surety)

Gail Thomas
(Witness)



By [Signature]
(Attorney-in-fact & Res. Miss. Agent)
Charles F. Porter



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Charles F. Porter of Ridgeland, Mississippi**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

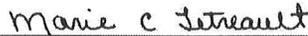
By: 
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 18th day of December, 2019




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

**REHABILITATION OF VALLEY ROAD BRIDGE OVER SOWASHEE
CREEK, STRUCTURE NUMBER SA3800000000104 BID #20-02**
City of Meridian

Project documents obtained from www.CentralBidding.com

25-Nov-2019 01:39:57 PM

CITY OF MERIDIAN

PROPOSAL AND CONTRACT DOCUMENTS
FOR

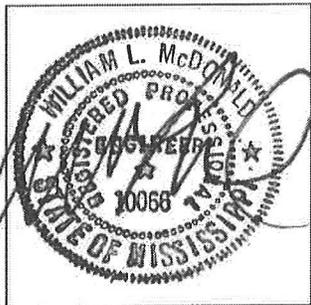
PROJECT NO. _____

**Rehabilitation of Valley Road Bridge Over Sowashee Creek,
Structure Number SA3800000000104**

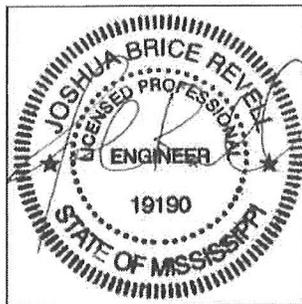
November 2019

By:

Waggoner Engineering, Inc.



PROJECT



BRIDGE

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ADVERTISEMENT FOR BIDS

The City of Meridian will accept competitive sealed bids until **11:00 AM, Wednesday, December 18, 2019**, at City Hall, Purchasing, 601 23RD Avenue, Meridian, Mississippi 39301 for the purpose of constructing the:

**REHABILITATION OF VALLEY ROAD BRIDGE OVER SOWASHEE CREEK, STRUCTURE
NUMBER SA380000000104
BID # 20-02**

The work shall consist primarily of the following items:

Abrasive blasting of existing steel members, steel girder repairs, steel piling repairs, joint repairs, pile encasements, scour countermeasures and coating existing steel superstructure and substructure.

Specifications may be obtained by contacting Eugene Perry, Purchasing Agent at 601-485-1938, eugeneperry@meridianms.org, or from the address above.

Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Detailed specifications may also be obtained by contacting Eugene Perry, Purchasing Agent at 601-485-1938, eugeneperry@meridianms.org, or from the address above. Electronic bids and/or reverse auction bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

The City of Meridian is an equal opportunity employer and hereby notifies all bidders that it will affirmatively insure that, in any contract entered into pursuant to this advertisement, minority 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 or national origin in consideration for an award.

The City of Meridian reserves the right to reject any and/or all bids, waive technicalities, informalities or irregularities in the bids received, solicit new bids or to choose that bid which is deemed to be in the best interest of the City of Meridian.

Eugene Perry
Purchasing Agent

Publishing Dates: **11/14/19**
11/21/19

INVITATION TO BID

REHABILITATION OF VALLEY ROAD BRIDGE OVER SOWASHEE CREEK, STRUCTURE NUMBER SA3800000000104. BID # 20-02

PART 1 - GENERAL INFORMATION

The intent of these specifications is to define the requirements for **REHABILITATION OF VALLEY ROAD BRIDGE OVER SOWASHEE CREEK, STRUCTURE NUMBER SA3800000000104**. All bids must be equal in performance and quality to the specifications.

1.1 ACCEPTANCE OF MATERIALS OR SERVICES

- A. The material and/or services provided under this contract shall remain the property of the successful contractor until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City.
- B. Materials and/or services must comply with all the terms herein. In the event the material and/or service supplied to the City is found to be defective or does not conform to the specifications, the City reserves the right to cancel the order upon written notice to the contractor. Materials shall be returned to the contractor at his expense.

1.2 ADDENDA

- A. The City Purchasing Agent will notify all bidders in writing, by addendum duly issued, of any interpretations made of specifications or instructions. It will be the responsibility of the bidder to contact the Purchasing Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid.
- B. The City will assume no responsibility for oral instruction or suggestions. All official correspondence in regard to the specifications should be directed to and will be issued by the City Purchasing Agent.

1.3 AWARD OF CONTRACT

- A. A Contract may be awarded to the lowest responsive responsible bidder as recommended by the City Purchasing Agent. In determining the lowest and best bid the City of Meridian may consider factors other than the dollar amount of the bid.
- B. Factors that may be used to assist in determining the lowest and best bid include information relative to the bidder's: past performance, quality of the bid, past work, skill, facilities for carrying out the contract, honesty and integrity, parts, service, warranty and any and all other relevant and reasonable factors.
- C. The City of Meridian reserves the right to reject any and/or all bids; waive technicalities, informalities or irregularities in the bids received; solicit new bids; or to choose that bid which is deemed to be in the best interest of the City of Meridian.

D. References, from whom comparable work has been performed, shall be used to assist in evaluating each bid.

E. After the City Council approves the bid, the City will send a "Notice of Award" to the Successful Contractor along with two unsigned Contracts. Within ten (10) days thereafter, the Successful Contractor shall **sign** and **deliver** both sets of Contracts to Purchasing.

F. Failure to Execute the Contract and file acceptable performance and payment bonds within 10 days shall be just cause for cancellation of the award. Award may then be made to the next lowest responsive and responsible bidder, or the work may be re-advertised at the discretion of the City.

1.4 BID OPENING

A. Bids will be received until the date and time stated in this Invitation to Bid and will be publicly opened and read at the place, time and date stated. It is the bidder's responsibility to assure that the bid is delivered at the proper time and place of the bid opening.

B. No responsibility will attach the Purchasing Division for the premature opening of a bid not properly addressed and identified. Bidders or their authorized representatives are invited to be present at the opening of the bids.

1.5 COMPLAINTS & PROBLEMS

A. Complaints from residents or business owners resulting from work done under this contract will be received and recorded by the City of Meridian. The complaints will then be forwarded to the Contractor. The Contractor shall make contact with the person or persons registering the complaint within twenty-four hours and do whatever is necessary to investigate the situation and make a sound judgment as to its authenticity. If in fact, a liability situation does exist, every effort shall be taken to ensure that the claim is settled as expeditiously as possible. In each case, the City of Meridian shall be kept informed as to the disposition of complaints.

1.6 EXCEPTIONS

A. The submission of a bid shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the bid.

All items quoted must comply with the specifications. If you are taking exception, indicate those exceptions on company letterhead and attach with this invitation to bid.

Exceptions taken do not obligate the City to change the specifications.

1.7 GOVERNMENTAL ISSUES

A. This contract shall be governed and construed in accordance with the law of the State of Mississippi.

1.8 IMPROPER BIDS

A. Bids which show any omission, irregularity, alteration of forms, additions not called for conditional or unconditional unresponsive bids, or bids obviously unbalanced may be rejected.

1.9 INJURY

A. If successful contractor performs services, or constructs, erects or delivers on the City's premises, contractor will indemnify and save harmless buyer from all loss or expense by reason of any accident, injury, or damage to persons or property occurring in connection therewith.

1.10 NON-PERFORMANCE

A. Time is of the essence in this contract and failure to deliver within the time period shall be considered a default.

In case of default, the City may procure the required commodity from other sources and hold the Contractor responsible for any excess costs occasioned thereby and may immediately cancel the contract.

1.11 PAYMENT

A. The City of Meridian will issue a check for payment of the goods and services no later than 45 days after receipt of each invoice and receipt, inspection and approval of the goods or services for that invoice.

1.12 PROTEST OF AWARD

A. Any protest concerning the award of a contract shall be decided by the Purchasing Agent. Protests shall be made in writing to the Office of Purchasing and shall be filed within 48 hours of issuance of Award Notification. A protest is considered filed when received by the Office of Purchasing.

The written protest shall include the name and address of the protestor, identification of the procurement, a statement of the specific reasons for the protest and supporting exhibits.

The Office of Purchasing will respond to the written protest within seven (7) days. The Purchasing Agent's decision relative to the protest may be appealed to the City Council.

1.13 TERMINATIONS

A. Termination of Convenience: The City may terminate a contract, in whole or in part whenever the City determines that such termination is in the best interest of the City, without showing cause, upon giving written notice to the Successful Contractor.

The City shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid any amount that exceeds the price proposed for the work performed. The Contractor will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

B. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed the contract, the City may terminate the contract for default.

Upon termination for default, payment may be withheld at the discretion of the City. Failure on the part of a Contractor to fulfill the contractual obligations shall be considered just cause for termination of the contract. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the City in reprocurring and completing of work.

PART 2 - INSTRUCTIONS TO BIDDER

2.1 BID SUBMITTAL

A. The City of Meridian will accept competitive sealed bids until **11:00 AM, Wednesday, December 18, 2019** at City Hall, 601 23rd Avenue, Meridian, MS 39301, for the purpose of construction of the Rehabilitation of Valley Road Bridge Over Sowashee Creek, Structure Number SA3800000000104.

If City Hall is closed for business at the time bids are due, for whatever reason, sealed bids will be accepted and opened on the second business day of the City, at the originally scheduled hour.

B. Bids shall be submitted on the bid form provided, sealed in an envelope with the following plainly marked on the outside of the envelope:

1. Company Name and Address
2. Bid Name and Number
3. Opening Date

“Bid on REHABILITATION OF VALLEY ROAD BRIDGE OVER SOWASHEE CREEK– BID # 20-02 – December 18, 2019”

C. Return the entire Bid package. **DO NOT** remove any part. All Bids must be signed by an authorized officer or agent of the company submitting bid. **All signatures shall be in blue ink. DO NOT fax bid submittal.**

2.2 SPECIFICATIONS

A. The Mississippi Standard Specifications for Road and Bridge Construction, 2017 shall be used for this project. All procedural and technical questions, or if the attached specifications are incomplete, not clear, or not standardized, shall be made in writing and addressed to:

Procedural Questions

City of Meridian
Eugene Perry, Purchasing Agent
601 23rd Avenue
Meridian MS 39301
Ph 601-485-1938
Fx 601-485-1979
eugeneperry@meridianms.org

Technical Questions

City of Meridian
Hugh Smith, Public Works Director
601 23rd Avenue
Meridian MS 39301
Ph 601-485-1920
hughsmith@meridianms.org

2.3 PRE-BID MEETING

A. A Pre-bid Meeting and walk-through, for this project, will be held at **1:00 PM local time, Thursday, November 21, 2019** in the Public Works Conference Room, 311 27th Ave, Meridian, MS 30301. All prospective bidders and subcontractors are encouraged to attend; however, attendance is not mandatory.

2.4 BONDS

A. Bid Bond:

Each bid must be accompanied by a **Certified Check or Bid Bond** for five per cent (**5%**) of the amount of bid, drawn payable to the City of Meridian, Mississippi, as assurance that within ten (10) days after "Notice of Award" of contract contemplated in the bid, the Successful Contractor will enter into such Contract and file for the execution of same.

1. Successful Contractor - In default of entering into such contract and filing of such bond, the certified check accompanying such bid shall be forfeited to the City of Meridian not as a penalty, but as liquidated damages for delays or such other additional costs or expense which may be incurred by the City for reason of such default.
2. Certified checks of unsuccessful Bidders will be returned as soon as the Contract is awarded.
3. Certified check of the Successful Contractor will be returned as soon as the Performance and Payment Bonds are made.

B. Performance and Payment Bonds:

All projects costing in excess of \$25,000.00 and for the construction, alteration, or repair of any public building or public work shall be required to have the following bonds:

1. **Performance Bond** payable to, in favor of, or for the protection of the City for the work to be done in an amount not less than the amount of the contract, conditioned for the full and faithful performance of the contract.
2. **Payment Bond** payable to the City conditioned for the prompt payment of all persons supplying labor or material used in the prosecution of the work under said contract, for the use of each such person in an amount not less than the amount of the contract.

Simultaneously with his/her delivery of the executed Contract, the Contractor shall furnish the Performance Bond and Payment Bond.

The bonds provided for may be made by any surety company which is authorized to do business in the State of Mississippi and listed on the United States Treasury Department's list of acceptable sureties.

2.5 INSURANCE:

- A. The Successful Contractor **shall have on file with the City of Meridian, prior** to the issuance of the **“Notice to Proceed”**, a current “Certificate of Insurance” that reflects compliance to the insurance requirements as outlined in Section 107.14 of the Mississippi Standard Specifications for Road and Bridge Construction, 2017.
- B. The Successful Contractor shall have his Insurance provider furnish an explanation of any endorsements, included on the Certificate of Insurance.

2.6 CERTIFICATE OF RESPONSIBILITY

A. The Mississippi State Board of Contractors is responsible for issuing Certificates of Responsibility to Contractors. To be awarded a Contract for public work, Sections 31-3-15 and 31-3-21 of the **Mississippi Code 1972, Annotated** requires a Contractor to have a current Certificate of Responsibility at bid time and during the entire length of the job. The Certificate of Responsibility number issued becomes a significant item in all public bidding.

1. Bid Under \$50,000: If a Contractor submits a bid not exceeding \$50,000, no Certificate of Responsibility number is required; however, a notation stating the bid does not exceed \$50,000 must appear on the face of the envelope, or a Certificate of Responsibility number.
2. Bid over \$50,000: Each Contractor submitting a bid in excess of \$50,000 must show its Certificate of Responsibility number on the bid and on the face of the envelope containing the bid.

2.7 COMMENCEMENT OF WORK

A. The Successful Contractor must agree to commence work on or within ten (10) working days of the date to be specified in a written "Notice to Proceed" from the City of Meridian and to fully complete the project within the contract time as shown in **Notice To Bidders 7100 Contract Time.**

Failure of the Successful Contractor to complete the work by the specified date(s) in the "Notice to Proceed" will result in liquidated damages being assessed against the Successful Contractor. Liquidated damages will be assessed at the rate as shown in **Special Provision No. 907-108-13 Liquidated Damages.**

2.8 NONDISCRIMINATION CLAUSE

A. The contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, age, disability, sex or national origin in the selection of and retention of subcontractors, including procurement of materials and leases of equipment.

2.9 RESIDENT BIDDERS (Sections 31-7-47 & 31-3-21): In the letting of public contracts, preference shall be given to resident contractors ...

When a non-resident Bidder (a Contractor whose principal place of business is outside the State of Mississippi) submits a bid for a Mississippi public project, one of

the following is required and shall be submitted with the Bid Form or the bid will be rejected.

1. **Copy of Law:** If municipality of the general office of the non-resident Bidder has a resident Bidder preference law, a copy of that law shall be submitted with the Bid Form.

2. **Statement:** If the municipality has no such law then a statement indicating the municipality has no resident Contractor preference law shall be submitted with the Bid Form.

2.10 QUALITY ASSURANCE / REGULATIONS

A. Work shall comply with all pertinent municipal ordinances including all police, fire and other regulations, all State and Federal laws and rules applicable to the conduct of this work or any part thereof.

B. Successful Contractor shall obtain all permits, licenses, certificates, inspections, and other use charges required in connection with the work. The fee for any City of Meridian required permit shall be waived.

Signature:  Company: KEY, LLC Date: 12/18/19

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1

CODE: (IS)

DATE: 03/01/2017

SUBJECT: Governing Specifications

The current (2017) Edition of the Standard Specifications for Road and Bridge Construction adopted by the Mississippi Transportation Commission is made a part hereof fully and completely as if it were attached hereto, except where superseded by special provisions, or amended by revisions of the Specifications contained within this proposal. Copies of the specification book may be purchased from the MDOT Construction Division, or online at shopmdot/default.aspx?StoreIndex=1.

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904- NOTICE TO BIDDERS NO. 2

CODE: (SP)

DATE:

SUBJECT: Designated Owner and Engineer

PROJECT:

Any reference in the Contract Documents to the State of Mississippi, Mississippi Department of Transportation, Mississippi Transportation Commission, or any official thereof, it shall be interpreted to mean the City of Meridian, the "Owner".

Any reference in the Standard Specifications to the Project Engineer, District Engineer, Chief Engineer, or Engineer it shall be interpreted to mean the Project Engineer for the City of Meridian.

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. 9

CODE: (IS)

DATE: 03/01/2017

SUBJECT: Federal Bridge Formula

Bidders are hereby advised that the latest revision of Federal Highway Administration Publication No. FHWA-HOP-06-105, **BRIDGE FORMULA WEIGHTS**, dated August 2006, is made a part of this contract when applicable.

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

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

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

or

http://www.ops.fhwa.dot.gov/Freight/publications/brdg_frm_wghts/bridge_formula_all_rev.pdf

An on line **BRIDGE FORMULA WEIGHTS CALCULATOR** is available at

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 516

CODE: (IS)

DATE: 11/28/2017

SUBJECT: Errata and Modifications to the 2017 Standard Specifications

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
16	102.06	In the seventh full paragraph, change "Engineer" to "Director."
33	105.05.1	In the sixth sentence, change "Contract Administration Engineer" to "Contract Administration Director."
34	105.05.2.1	In subparagraph 2, change "SWPPP, ECP" to "SWPPP and the ECP"
35	105.05.2.2	In subparagraphs 2, add " and" to the end of the sentence. In subparagraph 3, remove ", and" and add ".".
90	109.04.2	In the last paragraph of subparagraph (a), place a period "." at the end of the sentence.
93	109.04.2	In the last paragraph of subparagraph (g), place a period "." at the end of the sentence. Also, in the first paragraph of subparagraph (h), place a period "." at the end of the sentence.
97	109.07	Under ADJUSTMENT CODE, subparagraph (A1), change "HMA mixture" to "Asphalt mixtures."
98	109.11	In the third sentence, change "Engineer" to "Director."
219	308.04	In the last sentence of the last paragraph, change "Contractor's decision" to "Engineer's decision."
300	405.02.5.9	In the first sentence of the second paragraph, change "Hot Mix Asphalt" to "Asphalt Mixtures."
502	630.01.1	In the first paragraph, change " <u>AASHTO</u> " to " <u>AASHTO's LRFD</u> ".
636	646.05	Change "each" to "per each" for the pay item units of payment.
640	656.02.6.2	In item 7), change "down stream" to "downstream".
688	630.03.2	Change the subsection number from "630.03.2" to "680.03.2."

- | | | |
|-----|---------------|---|
| 725 | 702.08.3 | In the second sentence of the first paragraph, change "hot-mix" to "asphalt." |
| 954 | 804.02.13.1.6 | In the definition for "M" in the % Reduction formulas, change "paragraph 7.3" to "paragraph 5.3." |

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1226

CODE: (SP)

DATE: 11/16/2018

SUBJECT: Material Storage Under Bridges

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1241

CODE: (SP)

DATE: 11/27/2018

SUBJECT: Fuel and Material Adjustments

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904- NOTICE TO BIDDERS NO. 1351

CODE: (SP)

DATE: 02/25/2019

SUBJECT: Repairing Members with Section Loss

PROJECT:

Bidders are advised of the following requirements regarding the repair of members with section loss:

- Areas where steel pile encasements are cracked and separated from the piles shall have all unsound concrete removed. Prior to restoring these elements to their original dimensions, the exposed steel shall be abrasive blasted, as referenced in 907-845.03.7.6, and painted.
- Upon exposure of steel piles, any section loss that is observed after abrasive blasting and applying a prime coat shall be reported to the Project Engineer. The Project Engineer will develop a plan of action for addressing the section loss prior to applying the final two coats of paint.
- Any section loss that is observed after abrasive blasting and applying a prime coat for any other structural steel member shall be reported to the Project Engineer. The Project Engineer will develop a plan of action for addressing the section loss prior to applying the final two coats of paint.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1546

CODE: (SP)

DATE: 05/23/2007

SUBJECT: Advancement of Materials

Bidders are advised that **NO ADVANCEMENT OF MATERIALS**, as addressed in Subsection 109.06.2 of the Standard Specifications, will be allowed on this project.

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. 7100

CODE: (SP)

DATE: 04/24/2014

SUBJECT: Contract Time

PROJECT:

The calendar date for completion of work to be performed by the Contractor for this project shall be a Specified Completion Date (SCD) which date or extended date as provided in Subsection 907-108.06 shall be the end of contract time.

The "Number of Calendar Days" to complete the work will be 180 calendar days.

The Specified Completion Date for this project will be calculated by adding the above number of calendar days to the date of the Notice to Proceed / Beginning of Contract Time.

SCD = "Number of Calendar Days" to complete the work + "Notice to Proceed / Beginning of Contract Time" date

A progress schedule, as referenced to in Subsection 108.03, should be reviewed by the Project Engineer/Architect and submitted to MDOT LPA Coordinator for concurrence.

A Preconstruction Conference as required by Section 108.03.2 should be scheduled prior to the Notice to Proceed / Beginning of Contract Time.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-108-13

CODE: (SP)

DATE: 08/12/2019

SUBJECT: Liquidated Damages

PROJECT:

Section 108, Prosecution and Progress, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby modified as follows:

907-108.07—Failure to Complete the Work on Time. Delete the table in Subsection 108.07 on page 84, and substitute the following:

Liquidated damages for this project shall be **\$5,000.00** per calendar day.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-703-1

CODE: (IS)

DATE: 06/13/2018

SUBJECT: Gradation

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

907-703.03--Course Aggregates for Hydraulic Cement Concrete.

907-703.03.2--Detail Requirements.

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-705-1

CODE: (IS)

DATE: 06/13/2018

SUBJECT: Stone Riprap

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-711-2

CODE: (IS)

DATE: 09/11/2018

SUBJECT: Plain Steel Wire

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

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

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

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

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

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-808-1

CODE: (SP)

DATE: 11/01/2018

SUBJECT: Joint Repair

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

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

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

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

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

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

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

Payment will be made under:

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

907-808-B: Mortar Mix - per gallon

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS NO. 907-823-5

CODE: (SP)

DATE: 01/22/2019

SUBJECT: **Preformed Joint Seal**

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

SECTION 907-823--PREFORMED JOINT SEAL

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

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

The preformed joint seal shall be one of the following, or an approved equal. The size of the seal, Type I 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

NOTES ON ACCEPTED ITEMS OF WORK
907-823-9022 JOINT REPAIR WITH EPOXY

Description: Shall include the Work Necessary To Repair joints in Preparation For the Placement of New Concrete Material. Shall Also Be Included Under This Item Of Work Items of Existing Slabwork, Compression and RC Joints, Joint Material, and Sealant. The Work Shall Be Done In Accordance With the Specifications and the Approved Formwork of Section 812 of the Specifications and Any Other Section Specified Herein.

Price Of Payment: The Accepted Quantities Will Be Paid For In Lump Sum At The Contract Unit Price Along The Length Of The Repair Strip On Each Side Of The Concrete Joint.

907-823-9023 JOINT REPAIR WITHIN ASPHALT

Description: Shall include the Work Necessary To Repair joints in Preparation For the Placement of New Expansion Material. As Specified in The Detail Drawings Enclosed, Approved Materials Will Be Paid For On A Per Foot Basis and Will Be Considered As Abstract Under This Item Of Work. All Other Requirements Shall Be in Accordance With The Specifics, Paragraphs of Section 812 of the Specifications and Any Other Sections Specified Herein.

Price Of Payment: The Accepted Quantities Will Be Paid For In Lump Sum At The Contract Unit Price Along The Length Of The Repair Strip On Each Side Of The Concrete Joint.

907-823-9024 JOINT SEAL TYPE I & 907-823-9025 JOINT SEAL TYPE II

Description: The Seal Cut Depth Shall Be Equivalent To The Installation Depth Type Seal For The Same As The Performed Joint Seal Material.

Price Of Payment: The Accepted Quantities Will Be Paid For In Lump Sum At The Contract Unit Price Along The Length Of The Repair Strip On Each Side Of The Concrete Joint. It Is The Contractor's Responsibility To Ensure That The Proper Depth Is Subjected Based On The Manufacturer's Recommendations.

907-823-1001 PREFORMED JOINT SEAL TYPE I
907-823-1002 PREFORMED JOINT SEAL TYPE II

Description: Shall include the Manufacturer's Required Joint Preparation Including Smoothing Both Sides Of The Joint And Drilling The Joint For 3/8" Dia. With Compressed Air And Placement Of The New Preformed Joint Seal.

Price Of Payment: The Accepted Quantities Will Be Paid For In Lump Sum At The Contract Unit Price Along The Length Of The Concrete 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 812 of the Specifications.

GENERAL NOTES:

1. Specifications: Massachusetts Standard Specifications For Road And Bridge Construction, 2012.
2. All Change Of Plans Will Be Furnished Except By Written Amendment To The Specifications.
3. Minor Changes In Detail Of Design Or Construction Procedure May Be Authorized By The Bridge Engineer Provided Such Changes Will Not Be Cause For Contract Price Adjustment. Approval Will Not Be Paid For Detail And Shall Therefore Be Considered An Accepted Item of Work.

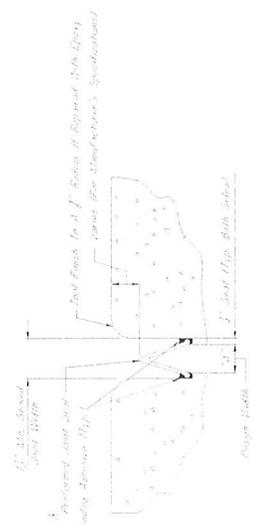


FIGURE 3 - SECTION AT SINKHOLE & SEAMED JOINT
 Shown Joint Seal After Board

NOTES:

1. The Performed Joint Seal Shall Be One Of The Following, Included According To The Manufacturer's Specifications.
 - A. Silastic Joint Sealing System Manufactured By R. J. Watson, Inc. In Allen, NY www.rjwatson.com
 - B. Silyseal Joint Sealing System Manufactured By S. J. Chemical & Highway Construction Materials www.sjchem.com
 - C. Silyse 555 Silicone Strip Seal Manufactured By S. J. Chemical & Highway Construction Materials www.sjchem.com
2. The Existing Repairs To Be Worked Silastic Joint Sealing System Has Seal Applied On Both Sides Of The Joint. Performed Joint Seal Type I Shall Be Cast Joint With Gravel Core. The Seal To Be Applied To The Existing Joint Shall Be Cast Joint With Gravel Core. The Seal To Be Applied To The Existing Joint Shall Be Cast Joint With Gravel Core. The Seal To Be Applied To The Existing Joint Shall Be Cast Joint With Gravel Core.
3. The Seal Cut Depth Shall Be Three Times The Width Of The Seal. The Seal Shall Be Applied On Both Sides Of The Joint. The Seal Shall Be Applied On Both Sides Of The Joint. The Seal Shall Be Applied On Both Sides Of The Joint.

FIGURE 3 - SECTION AT SINKHOLE & SEAMED JOINT
 Shown Joint Seal After Board

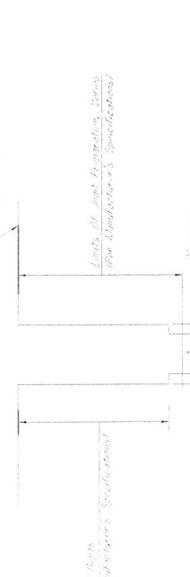


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FIGURE 3 - SECTION AT SINKHOLE & SEAMED JOINT

Shown Limits Of Joint Preparation For Application Of New Seal

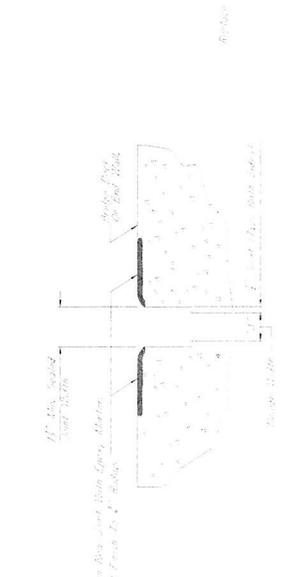


FIGURE 3 - SECTION AT SINKHOLE & SEAMED JOINT
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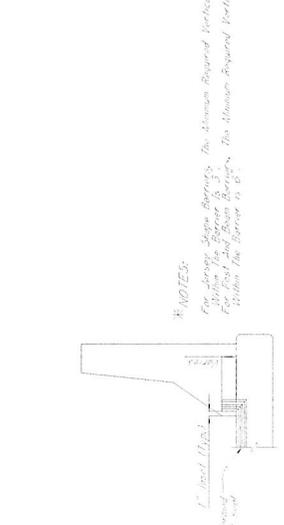


FIGURE 3 - SECTION AT SINKHOLE & SEAMED JOINT
 Shown Limits Of Joint Preparation For Application Of New Seal

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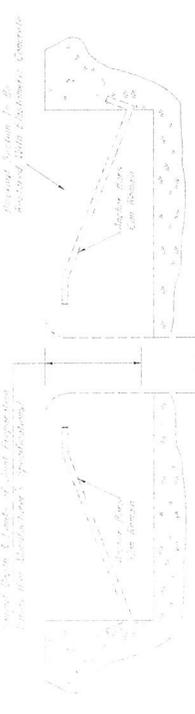
FIGURE 3 - SECTION AT SINKHOLE & SEAMED JOINT
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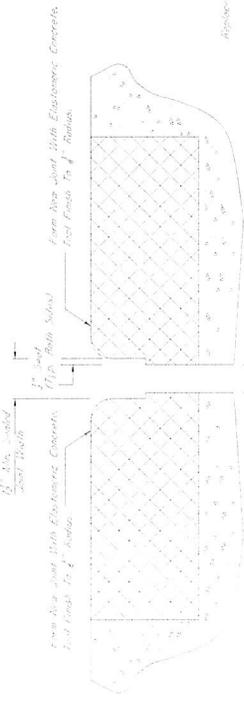
CONCRETE REPAIR WORKING NOTES
 Based on the approved drawings, the contractor shall be responsible for the removal of the existing joint seal and the application of the repair material. The contractor shall be responsible for the removal of the existing joint seal and the application of the repair material. The contractor shall be responsible for the removal of the existing joint seal and the application of the repair material.



TYPICAL SECTION AT EXISTING JOINT
 Shows the removal of the existing joint seal and the application of the repair material. The diagram shows a cross-section of the joint with a 1-inch seal on both sides. The seal is being removed, and the remaining concrete is shown with a rough surface. Labels include '1\"/>



TYPICAL SECTION AT JOINT AFTER REMOVAL OF EXISTING SEAL
 Shows the application of the new joint seal. The diagram shows a cross-section of the joint with a 1-inch seal on both sides. The seal is being applied, and the remaining concrete is shown with a rough surface. Labels include '1\"/>



TYPICAL SECTION AT SEAMLESS JOINT REPAIR
 Shows the application of the new joint seal. The diagram shows a cross-section of the joint with a 1-inch seal on both sides. The seal is being applied, and the remaining concrete is shown with a rough surface. Labels include '1\"/>

NOTES ON ASSOCIATED ITEMS OF WORK

REPAIRS REMOVAL OF EXISTING JOINT MATERIAL
 Description: This includes the removal of existing joint material, including the joint seal, and the preparation of the joint surface for repair. The contractor shall be responsible for the removal of the existing joint seal and the application of the repair material. The contractor shall be responsible for the removal of the existing joint seal and the application of the repair material.

REPAIRS JOINT SEALING WITH ELASTOMERIC CONCRETE
 Description: This includes the application of an elastomeric concrete joint seal. The contractor shall be responsible for the application of the sealant and the preparation of the joint surface. The contractor shall be responsible for the application of the sealant and the preparation of the joint surface.

REPAIRS JOINT SEALING WITH POLYURETHANE SEALANT
 Description: This includes the application of a polyurethane sealant joint seal. The contractor shall be responsible for the application of the sealant and the preparation of the joint surface. The contractor shall be responsible for the application of the sealant and the preparation of the joint surface.

REPAIRS JOINT SEALING WITH EPOXY RESIN
 Description: This includes the application of an epoxy resin joint seal. The contractor shall be responsible for the application of the resin and the preparation of the joint surface. The contractor shall be responsible for the application of the resin and the preparation of the joint surface.

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MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-845-1

CODE: (SP)

DATE: 03/01/2017

SUBJECT: Coating Existing Structural Steel

Section 907-845, Coating Existing Structural Steel, is hereby added to and made a part of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

SECTION 907-845 – 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 µg/m³ 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 µg/m ³
Cadmium	2.5 µg/m ³
Arsenic	5 µg/m ³
Hexavalent Chromium (Cr6+)	2.5 µg/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 12/18/19

KEYILL
PO Box 590 MADISON, Mississippi

Sirs: The following proposal is made on behalf of KEYILL
of PO Box 590 MADISON, MS 39130
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:

EUGENE PERRY

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 Supplemental Specifications.

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

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

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

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

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

SECTION 905 PROPOSAL (Continued)

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

I (We) enclose a certified check, cashier's check or bid bond for **five percent (5%) of the total bid** and hereby agree that in case of my (our) failure to execute the contract and furnish bonds within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the Local Public Agency 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.

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

ADDENDUM NO. <u> 1 </u>	DATED <u> 12/16/13 </u>	ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____	ADDENDUM NO. _____	DATED _____

TOTAL ADDENDA: _____
 (Must agree with total addenda issued prior to opening of bids)

Respectfully Submitted,
 DATE _____

 Contractor
 BY Jan
 Signature
 TITLE S/T
 ADDRESS PO BOX 590 MADISON MS 39130

(To be filled in if a corporation)

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

<u> Jason Henry </u>	<u> PO BOX 590 MADISON MS 39130 </u>
President	Address
<u> Paul D. McPhail </u>	<u> " " " " " " </u>
Secretary	Address
<u> Paul D. McPhail </u>	<u> " " " " " " </u>
Treasurer	Address

The following is my (our) itemized proposal.

SECTION 905 PROPOSAL (Bid Sheet No. 2-2)

PROJECT NUMBER: _____

PROJECT DESCRIPTION: _____

Rehabilitation of Valley Road Over Sowsashee Creek

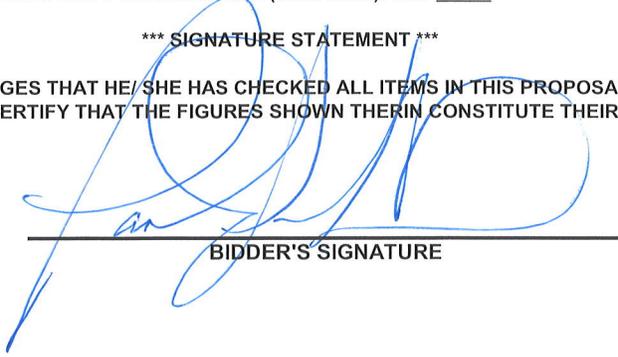
1 I/ We agree that no less than 0 percent shall be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE and WBE).

2 Classification of Bidder: Small Business (DBE) _____ Small Business (WBE) _____

3 A joint venture with a Small Business (DBE/ WBE): YES _____

*** SIGNATURE STATEMENT ***

BIDDER ACKNOWLEDGES THAT HE/ SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFY THAT THE FIGURES SHOWN THERIN CONSTITUTE THEIR OFFICIAL BID.



A handwritten signature in blue ink is written over a horizontal line. The signature is stylized and appears to be a name with a large initial.

BIDDER'S SIGNATURE

S E C T I O N 9 0 2

CONTRACT FOR _____

This contract entered into by and between the City of Meridian (hereinafter "City") on one hand, and the undersigned contractor, on the other witnesseth;

That, in consideration of the payment by the City 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 City.

It is further agreed that the work shall be done under the direct supervision and to the complete satisfaction of the City or their authorized representatives, and when Federal Funds are involved subject to inspection at all times and approval by the Mississippi Department of Transportation or 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.

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 _____, 20____.

Contractor(s)

By _____

Title _____

By _____

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

Mayor, Percy Bland

City Clerk

Award authorized by the City in session on the _____ day of _____, 20____, as recorded _____

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

CONTRACT BOND FOR _____

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

(hereinafter "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, are held and firmly bound unto the City of Meridian _____, (hereinafter

"City"), 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 City, bearing the date of _____ day of _____ A.D. _____ hereto annexed, for the construction of certain project(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 City.

Now therefore, if the above bounden Principal 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 City 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 City at the instance of any officer of the City authorized in such cases, for double any amount in money or property, the City 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 City, 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) Mississippi Agent

	(Signature) Mississippi Agent
	Address: _____

	(Surety Seal)

	Mississippi Insurance ID Number

