

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 total bid** and hereby agree that in case of my (our) failure to execute the contract and furnish bond within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the State of Mississippi as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

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> 2/19/16 </u>	ADDENDUM NO. <u> 3 </u>	DATED <u> 3/2/16 </u>
ADDENDUM NO. <u> 2 </u>	DATED <u> 2/19/16 </u>	ADDENDUM NO. <u> 4 </u>	DATED <u> 3/3/16 </u>

- | | |
|---|---|
| <p>Number Description</p> <p>1 Replaced page 21 with same.</p> <p>2 Replaced page 26 with same; added page 33a; replaced page 43 with same; replaced pages 45-46 with same; replaced page 76 with same; added page 84a; replaced page 306 with same.</p> <p>3 Replaced pages 45-46 with same; replaced pages 226-228 with same; replaced page 301 with same.</p> <p>4 Replaced page 119 with same; replaced page 124 with same; replaced page 317 with same; replaced page 345 with same; replaced page 349 with same.</p> | <p>TOTAL ADDENDA: <u> 4 </u>
(Must agree with total addenda issued prior to opening of bids)</p> <p>Respectfully Submitted,</p> <p>DATE _____</p> <p>_____</p> <p align="right">Contractor</p> <p>BY _____</p> <p align="right">Signature</p> <p>TITLE _____</p> <p>ADDRESS _____</p> |
|---|---|

(To be filled in if a corporation)

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

President	Address
Secretary	Address
Treasurer	Address

The following is my (our) itemized proposal.

manpower, equipment, material deliveries, work activities, progress, problems, and whatever else is required by the Contract.

Engineer -- The Chief Engineer of MDOT, acting directly or through a duly authorized representative(s).

Engineer of Record -- A member of the Contractor's design team and shall be a Mississippi-licensed Professional Engineer who has responsibility for a specific area of design and shall sign and seal plan sets that have been developed under his/her direct supervision.

Final Completion Date -- The date on which all Work specified in the Contract is complete, which is derived from adding the calendar days bid by the Contractor to the date of the Notice to Proceed.

Governmental Approval -- Any authorization, consent, approval, action, license, lease, permit, certification, exemption, filing or registration by or with any Governmental Person.

Governmental Person -- Any federal, state, local or foreign government, any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity, excluding MDOT unless the context requires otherwise.

Inspector -- MDOT's authorized representative assigned to make detailed inspections of Contract performance.

Laboratory -- The testing laboratory of MDOT or any other testing laboratory which may be designated by MDOT.

MDOT duly authorized representative -- Those individuals or firms with specific authority to act for and on behalf of MDOT.

Milestone -- An activity that represents a significant point in time, and may be used to indicate the start or end of a series of related activities and/or Contract accomplishment. A milestone has zero original and remaining duration, and does not increase the Contract time.

Project Documents -- All written instruments associated with the Project including Contract Documents, SOQ, RFP, Proposal, Agreement, Exhibits, referenced materials, design, and all documents produced to administer the Project including, but not limited to, drawings, specifications, test data, inspection reports, QC documents, daily diaries, record drawings, shop drawings, engineering reports, survey control data, safety records, all correspondence (including changes, RFRs, RCSR, Requests for Information, and submittals), and any other documents, including those in electronic form, prepared by the Contractor or the Contractor's team for the Project ~~all correspondence, changes, RFRs, RCSR, Request for Information, and Submittals.~~

Project Management Services -- All planning, monitoring, controlling and reporting for project activities and design including but not limited to, personnel, facilities, materials, computer systems and training for management of the Project as determined adequate by MDOT.

Project Payment Schedule -- See Subsection 907-109.06.1 of the Special Provisions.

Project Scope - All responsibilities and tasks included in the RFP necessary to complete the

of Work. The Proposer is required to examine carefully the site of the proposed Work, the Request for Proposal (RFP), specifications, special provisions, notices to Proposers and contract forms before submitting a Volume 1 – Technical Proposal and Volume 2 – Contract Price Proposal.

MDOT has made available or provided to the Contractor information that MDOT acquired prior to the date of this Contract in the course of planning for the construction of the Project, which information is hereinafter collectively called "Informational Documents."

MDOT hereby specifically disclaims any implication that it has made any representation or warranty either express or implied, as to any matter whatsoever, by virtue of the fact that it is making the Informational Documents available to Contractor. Further, MDOT is not representing that the Informational Documents are exhaustive, complete, accurate or sufficient for design or construction of the Project. Contractor agrees that it has full responsibility for the design and construction of the Project and Contractor specifically acknowledges and agrees that the Informational Documents are preliminary and conceptual in nature.

The submission of a Volume 1 – Technical Proposal and Volume 2 – Contract Price Proposal shall be considered prima facie evidence that the Proposer has made such an examination and is satisfied as to the conditions to be encountered in performing the Work at the project site and as to the requirements of the ~~Contract Documents, Informational Documents, standard specifications, Request for Proposal, special provisions, Contract,~~ and the Federal, State, and local laws which will in any way affect the execution of the Work. All Contracts are subject to the provisions of Sections 65-1-89 and 65-1-91, Miss. Code Ann. (1972).

907-102.06--Preparation of Proposal. Volume 1 – Technical Proposals and Volume 2 – Contract Price Proposals are to be prepared in accordance with the requirements set forth in the Request for Proposal issued by the Department. All the figures shall be in ink or typed. It is the responsibility of every Proposer to check for any addendum or modification to the ~~RFP Contract document(s).~~ It shall be the Proposer's responsibility to be sure they are in receipt of all addenda, meeting information, and/or questions and answers provided at, or subsequent to, the pre-Proposal meeting, if any are issued.

Each RFP issued will contain duplicate Certification regarding debarment, suspension, and other responsibility matters to be completed by the Proposer. The Certification must be sworn to and shall be under penalty of perjury and Proposers are cautioned to read and understand its contents in its entirety before execution. The Contractor shall provide immediate written notice to the Contract Administration Engineer at any time, prior to or after award, that it is known a certification was erroneous when executed or has become erroneous by reason of changed circumstances.

Failure on the part of the Proposer to execute the Certification will result in the Volume 2 – Contract Price Proposal being considered nonresponsive.

The Proposer's Volume 2 – Contract Price Proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation, or by an agent of the

18.0 TECHNICAL STANDARDS, DATA, AND REPORTS

The most current versions of the following standards, data, or reports ~~are Contract Documents. These standards apply unless otherwise indicated in the RFP described in Sections 1-17 of the Technical Requirements.~~ In case of conflict, the order of precedence of these documents shall be as listed in the order presented below.

Availability Legend:

- IS = Industry standard, not provided by MDOT
- PR = Provided by MDOT
- MDOT website = Provided by MDOT via Internet
- W = Available via the Internet, not provided by MDOT

Originator	Title	Availability
MDOT	Standard Specifications for Road and Bridge Construction, 2004 Edition	MDOT website
MDOT	Stormwater Management Program	PR
MDOT	Field Manual for Concrete	MDOT website
MDOT	Field Manual for Asphalt Mixtures	MDOT website
MDOT	Materials Manual	MDOT website
MDOT	Pipe Culvert Material Design Criteria	MDOT website
MDOT	Roadway Design Memos	MDOT website
MDOT	Roadway Design Manual, 2001 Version	MDOT website
MDOT	CADD Standards	MDOT website
MDOT	Special Design Sheets	MDOT website
MDOT	Roadway Design Standard Drawings	MDOT website
AASHTO	All Standards/Manuals	IS
ADA	ADA Accessibility Guidelines	IS

I. CONTRACT DOCUMENTS

The Contract shall be composed of all items (listed A through M) below, and any amendments thereto. Each of these documents below are an essential part of the Contract. The documents are intended to be complementary and are intended to be read as a complete Contract. In case of conflict, ambiguity or inconsistency the order of precedence, from highest to lowest, of the Contract documents shall be:

- A. Section 902
- B. Exhibits to Section 902
 - Exhibit 1 – Approved Environmental Document (Categorical Exclusion)
 - Exhibit 2 – Permits Exhibit 3 – Erosion Control Standard Drawings
- C. Section 904
 - Supplements to Notice to Proposers
 - Notice to Proposers
- D. Section 905
- E. Section 906
 - Supplement to Form FHWA-1273
 - Minimum Hourly Wage Rates
 - Federal-Aid Construction Contracts (Form FHWA-1273)
 - Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)
- F. Section 907
 - Supplements to Special Provisions
 - Special Provisions
- G. Contractor's Proposal – Contractor's Technical Proposal – Volume 1 – (Only those items that are a higher standard than the Technical Requirements.)
- H. Technical Requirements for Design and Construction
- I. Final Design Documents (provided by Contractor)
- J. Section 903
 - Contract Bond
- K. Contractor's Proposal - Contractor's Technical Proposal - Volume 1 (Except those items that are a higher standard than the Technical Requirements.)
- L. Request for Proposals and Addenda, if any
- M. Request for Qualifications and Addenda, if any
- NM. Proposer's (Contractor's) Statement of Qualifications

II. PROJECT SCOPE

- A. Project Scope of Work

The Project Scope shall be as defined in Section 904 – Notice to Proposers No. 2618 DB.

III. CONTRACT PRICE/CONTRACT PAYMENTS

- A. Contract Price

will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the Commission or any of its officers, agents or employees.

The Contractor's obligation to indemnify, defend, and pay for the defense, or at the Commission's option, to participate and associate with the Commission in the defense and trial or arbitration of any damage claim, lien or suit and related settlement negotiations shall be initiated by the Commission's notice of claim for indemnification to the Contractor. The Contractor's evaluation of liability, or its inability to evaluate liability, shall not excuse Contractor's duty to defend. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Commission entirely responsible shall excuse performance of this provision by the Contractor. In such case, the Commission shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the Commission agrees to notify the Contractor as soon as practicable after receipt or notice of any claim involving Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage or warranties elsewhere herein.

VII. RECORD RETENTION

The Contractor shall maintain all documents for a period of three (3) years after Payment of Final Voucher.

During the three (3) year retention period, the Commission, the FHWA or duly authorized representatives thereof will be granted access to those documents upon reasonable notice. At any time during the period, the Commission will have the option of taking custody of the documents. The Contractor shall obtain a written release from MDOT prior to destroying the records after the three (3) year retention period.

VIII. OWNERSHIP OF DOCUMENTS

~~Drawings, specifications, test data, inspection reports, QC documents, daily diaries, record drawings, shop drawings, engineering reports, survey control data, safety records and any other documents, including those in electronic form, prepared by Contractor or Contractor's consultants for the Project are "Project Documents."~~ MDOT shall be the owner of the Project Documents. Upon the Effective Date of this Contract, MDOT grants Contractor and Contractor's consultants permission to reproduce and use the Project Documents for purposes of using, maintaining, upgrading, or adding to the Project. The Contractor shall provide hard copies and electronic copies to MDOT before Final Acceptance.

IX. RELATIONSHIP OF THE PARTIES

The relationship of the Contractor to the Commission is that of an independent contractor, and said Contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Commission by reason hereof. The Contractor will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the Commission, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.