

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> 11/25/13 </u>	ADDENDUM NO. _____	DATED _____
ADDENDUM NO. <u> 2 </u>	DATED <u> 11/25/13 </u>	ADDENDUM NO. _____	DATED _____

- | | |
|--------|----------------------------------------------------------------------------------------|
| Number | Description |
| 1 | Added page 42.1; Replaced page 331 with same; Replaced page 335 with same. |
| 2 | Added page 37.1; Added 37.2; Replaced page 319 with same; replaced page 347 with same. |

TOTAL ADDENDA: 2
(Must agree with total addenda issued prior to opening of bids)

Respectfully Submitted,

DATE _____

Contractor

BY _____
Signature

TITLE _____

ADDRESS _____

(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.

Utility List

DB/IM-9999-06(016)/ 106594-301000, 302000, 303000

I-59 Design Build Bridges (Multiple Sites)

Site 1: I-59 NB & SB over Red Creek-Pearl River County (MM 40.2)

AT&T Distribution Hattiesburg	Matt Roland	601-545-6298
Centerpoint Energy Columbia	Dale Williams	601-936-0260
MS Power Company	Butch Heath	601-545-4091
Pearl River Valley Electric Power Association Purvis	Michael Graham	601-794-0851

Site 2: I-59 NB & SB over Little Black Creek-Lamar County (MM 47.5)

AT&T Distribution Hattiesburg	Matt Roland	601-545-6298
Pearl River Valley Electric Power Association Purvis	Michael Graham	601-794-0851

Site 3: I-59 NB & SB over Black Creek-Lamar County (MM 53.2)

AT&T Distribution Hattiesburg	Matt Roland	601-545-6298
Pearl River Valley Electric Power Association Purvis	Michael Graham	601-794-0851
Plains Pipeline LP Ferriday		318-336-7107
Plains Pipeline LP Heidelberg		601-787-1000
Progress Community Water	Danny Morrow	601-794-8664

Site 4: I-59 NB & SB over Millard Road-Pearl River County (MM 19.1)

AT&T Distribution Gulfcoast	Dewey Smith	228-863-0408
Coast Electric Power Association	Kendall Ladner	228-363-7318
Pearl River Central Water	Mike Harris	601-798-3103

Site 5: I-59 NB & SB over West Union Road-Pearl River County (MM 10.8)

AT&T Distribution Gulfcoast	Dewey Smith	228-863-0408
Coast Electric Power Association	Kendall Ladner	228-363-7318
Pearl River Central Water	Mike Harris	601-798-3103

Site 6: I-59 NB & SB onver Canal Street-Pearl River County (MM 4.9)

AT&T Distribution Gulfcoast	Dewey Smith	228-863-0408
AT&T Transmission	Greg Jacobson	813-342-0512
City of Picayune	Eric Morris	601-799-0602
Coast Electric Power Association	Kendall Ladner	228-363-7318
Inline	Kevin McCoy	205-278-8100
MS Power Company	Jason Koberger	228-539-7657
Pearl River County Utility Authority	Jeff McClain	601-799-5259
Southern Light LLC	southernlightfiber.com	251-662-1170

Utility List

DB/IM-9999-06(016)/ 106594-301000, 302000, 303000

I-59 Design Build Bridges (Multiple Sites)

Site 7: I-59 NB & SB over Steele Road-Forrest County (MM 58.8)

AT&T Distribution Hattiesburg	Matt Roland	601-545-6298
City of Hattiesburg	Russell Davis	601-545-4673
Comcast Cable of Hattiesburg	Mike Bonner	601-579-3967
Dixie Community Utility Association	Seborn Pullen	601-584-0875
Pearl River Valley Electric Power Association Hattiesburg	Billy McCrary	601-726-3430
Willmut Gas & Oil Company Hattiesburg	Bobby Brooks	601-544-6001

Site 8: I-59 NB & SB over McPhail Road-Forrest County (MM 71.0)

AT&T Distribution Hattiesburg	Matt Roland	601-545-6298
Comcast Cable of Hattiesburg	Mike Bonner	601-579-3967
Glendale Utility District		601-583-0647
MS Power Company	Larry Smith	601-545-4127
Willmut Gas & Oil Company Hattiesburg	Bobby Brooks	601-544-6001

SECTION 7.0 – UTILITIES

7.0 UTILITIES

7.1 Commission's Responsibilities

The Commission has no relocation responsibility for known utilities as listed in NTP 2382 DB within this Contract.

7.2 Contractor's Responsibility

As part of the Project Scope, the Contractor shall have the responsibility of coordinating the Project construction with all utilities that may be affected as listed in Notice to Proposers 2382 DB. The Contractor shall be responsible for identifying the utility affected, coordinating an appropriate relocation, and shall use either the utility's own forces to complete the work or shall complete the work utilizing a contractor approved by the utility. The Contractor will be responsible for management and coordination of any utility relocation, including the submission of new or revised permit application(s). Contractor shall include the cost of utility management in his lump sum Contract Price.

Should the Contractor encounter a utility not listed in Notice to Proposers 2382 DB, the Contractor shall notify Commission in writing immediately. The contractor shall then prepare a cost estimate in the form of utility agreement and submit the cost estimates to MDOT for review and approval by MDOT prior to work commencing on any relocation. Relocation of any utility not listed in Notice to Proposers 2382 DB shall be considered Extra Work. For those utilities requiring relocation, the Contractor shall conform with Commission's "A Policy for Accommodating Utilities on Highway Rights of Way" and the Code of Federal Regulations, Title 23, Chapter 1, Subchapter G, part 645, subparts A and B.

7.3 Resolution of Conflicts

The resolution of any conflicts between utility companies and the construction of the Project shall be the responsibility of the Contractor. No additional compensation (time or dollars) will be allowed for any delays, inconveniences, damage sustained by Contractor or its subcontractors due to interference from utilities or the operation of relocating utilities for those utilities listed in Notice to Proposers 2382 DB. If the Contractor experiences delays with the Utility companies, MDOT shall be promptly notified and will cooperate and assist with reasonable requests from the Contractor in resolving the disputes between the parties.

7.4 Utility Avoidance and Losses

The Contractor shall design the Project to avoid conflicts with utilities where possible, and minimize impacts where conflicts cannot be avoided. Contractor will be responsible for all wastewater discharges and for water loss that occur in association with construction within the right-of-way during the term of the Contract.

7.5 Parallel Service

Contractor will maintain parallel service throughout any utility relocation construction. Contractor will ensure that major service interruptions are avoided.

SECTION 15.0 – EXISTING STRUCTURES

Deliverable	Review and Comment	Schedule	Reference Section
Preliminary Design	✓	According to Contractor's Schedule	2.2.2
Final Design	✓	Prior to RFC Submittal	2.2.4
RFC Documents	✓	Prior to Construction of the designed portion of Project	2.2.5
As-Built Drawings and Records	✓	30 days following Construction of the designed portion of Project	2.2.8
Jacking Plans for Bearing Pad Replacement with Calculations	✓	30 days prior to installation of the replacement bearing pads	15.4.5
Rating of Widened Portion of each Bridge	✓	30 days following Construction of the designed portion of Project	15.4.10
Temporary Concrete Traffic Barrier Details and Calculations	✓	At the Final Design Review Phase	15.4.11