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.	**1**	DATED	**11/25/13**	ADDENDUM NO.	**3**	DATED	**11/26/13**
ADDENDUM NO	**2**	DATED	**11/25/13**	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.
3	Replaced page 43 with same; Replaced page 148 with same; Replaced pages 169-172 with same; Deleted pages 173-180; Replaced page 331 with same; Replaced pages 334-335 with same; Added page 335.1.

TOTAL ADDENDA: 3
(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.

Revised 09/03/2004

Design shall meet all appropriate AASHTO Policy on Geometric Design of Highways and Streets (latest edition), AASHTO Standard Specifications for the Design of Highways and Bridges (latest edition), ~~AASHTO LRFD Bridge Design Specifications (6th Edition),~~ Manual on Uniform Traffic Control Devices (MUTCD) (latest edition), and MDOT design criteria as modified by this RFP. Microstation and Geopak shall be used in the preparation of CADD files.

Construction shall comply with the MDOT Standard Specifications for Road and Bridge Construction 2004 Edition and as modified by this RFP to accommodate specific Design/Build requirements, the Manual on Uniform Traffic Control Devices (latest edition), MDOT Standard Drawings, any Special Provisions, Notice to Proposers, amendments to this RFP, current MDOT publications, including but not limited to: the Materials Division Inspection, Certification and Testing manual, and existing AASHTO, ASTM, or MDOT test methods.

Design and Construction Responsibilities

The Contractor warrants that it will perform all services in accordance with the standards of care and diligence normally practiced by recognized engineering and construction firms in performing services and obligations of a similar nature. The Contractor warrants that the Project shall be fit for its intended purpose and that all materials and equipment furnished shall be of good quality and new unless otherwise authorized by the Commission and that the construction shall conform to the Contract requirements.

The Contractor, consistent with applicable state licensing laws, shall provide the necessary design Work. The design professionals employed by Contractor or procured from qualified design consultants shall be licensed by the State of Mississippi. The Work, includes, but is not limited to, surveys, roadway design, traffic control, geotechnical work, hydraulic analyses, storm water management, erosion control, superstructure and substructure design for the preparation of the required drawings, false work, shoring, specifications and other contract documents necessary to permit the Contractor to complete the Project in accordance with the Contract.

The Contractor shall be fully and solely responsible for the accuracy of the design and compliance with specifications, standards and design criteria. The Contractor shall construct the Project in accordance with all applicable Federal, State and local Laws and the Contract. The Contractor shall perform quality control services as defined in the Technical Requirements, Section 3.2 Construction Testing Requirements.

The Contractor shall provide the necessary supervision, labor, inspection, testing for asphalt and concrete only, material, equipment, machinery, temporary utilities and other temporary facilities to permit performance of all earthwork, drainage, foundation work, all traffic control, substructure and superstructure work, excavation, erosion and sediment control work, field layout work, design and construction management and all other work necessary to complete construction of the Project in accordance with the Contract. Contractor shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract. Contractor at all times shall exercise control over the means, methods, sequences and techniques of construction. Contractor’s operations and construction

The basis for any allowable price adjustment will be a negotiated amount or, in lieu of negotiations or other agreement, an amount based on the sum of actual labor, material, equipment, insurance, bond, tax, etc. costs computed in accordance with Section 902 Subsection III Contract Price/Contract Payments, B.1.

~~The basis for any allowable time adjustment will be the amount of time that the change in Project Scope affects completion of critical activities of the critical path method (CPM) in Subsection 907-108.03.1.~~

Delete Subsection 104.04 beginning on page 27 and substitute the following:

907-104.04--Maintenance of Traffic. Unless otherwise provided, the road under construction and all other roads and entrances to adjacent property within the Project Right of Way will be kept open to through and local traffic.

The Contractor shall keep the portion of the Project being used by public traffic in satisfactory condition for traffic to be adequately accommodated. The Contractor shall also provide and maintain in a safe condition temporary approaches or crossings and intersections with trails, roads, streets, businesses, parking lots, residences, garages, and farms.

On any facility on which traffic is maintained, mowing shall be performed as necessary as determined by the Engineer to provide reasonable appearance and safety to the traveling public. Mowing shall be performed at the direction and satisfaction of the Engineer, and shall include those areas from the edge of the pavement to a minimum of five feet beyond the shoulder line.

The Contractor shall be bound by the provisions of this subsection and other applicable provisions of the Contract with regard to the safe and convenient passage of traffic.

In the case of a project for improvements or construction alongside an existing roadway on which traffic is required to be maintained, no equipment, vehicles or materials will be permitted to park or be stored within the clear/safety zone of the roadway unless it is behind a lane or shoulder closure. Unless working under an approved nighttime operation, the Contractor shall not perform any work within the clear/safety zone of the roadway between sunset and sunrise.

The Contractor shall not obstruct any traffic facility or connection thereto which is officially opened to public or private traffic or required under the Contract to be maintained except as permitted in writing by the Engineer on the basis that other suitable provisions have been made.

The Contractor will be required to restore and/or maintain traffic caused by snow, ice, major flooding, landslide or phenomenon of nature such as an earthquake, hurricane, tornado, etc. If the Engineer orders such special maintenance of traffic for the benefit of the traveling public, the ordered work shall be accomplished as provided in Subsection 907-104.03.

Unsatisfactory maintenance of traffic shall be subject to the procedures provided in Subsection 907- 105.15.

Delete Subsection 104.05 beginning on page 29 and substitute the following:

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-108-1 DB **CODE: (SP)**

DATE: 010/18/2013

SUBJECT: **Prosecution and Progress**

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

907-108.01--Subletting of Contract. Delete Subsection 108.01.1 beginning on page 72 and substitute the following:

907-108.01--General. The total value of all work performed by the Contractor's own organization shall be no less than 40 percent of the Contract Price. The Contractor shall not assign, subcontract, sublet or transfer any or all of its interest in this Contract, except the furnishing of necessary materials, without prior written approval of the Executive Director. Consent by the Executive Director to any subcontract shall not relieve Contractor from any of its obligations hereunder, and Contractor is required to maintain final management responsibility with regard to any such subcontract.

The Contractor's "own organization" shall be construed to include workmen employed and paid directly, owned or rented equipment and trucks that are classed as owner-operator.

The simple expediency of carrying the workmen of one Contractor on the prime Contractor's or approved subcontractor's payroll to avoid subcontracting will not be permitted.

If evidence and investigation establish that a violation of the subcontract requirement is being attempted through subterfuge whereby one Contractor's equipment is leased to the prime Contractor or the workmen of one Contractor are placed on the payroll of the prime Contractor, the Executive Director will take such action as deemed appropriate under the provisions of the Contract. This provision does not include the lease or use of equipment from a corporation or company wholly owned by the prime Contractor.

Subcontracting does not release the Contractor of bond and Contract liability and shall not be construed to imply that a contract exists between the Department and a third party.

The Contractor must pay subcontractor(s) for satisfactory performance of their contracts no later than 15 calendar days from receipt of payment from the Department. Within 15 calendar days after receiving payment from the Department for work satisfactorily performed, the Contractor shall make prompt payment to all subcontractors or material suppliers for all monies due.

Delete Subsection 108.02 beginning on page 74 and substitute the following:

907-108.02--Notice to Proceed. The Contractor shall not begin construction on any feature of the Work before a Notice to Proceed is issued.

If the Department delays the issuance of the Notice to Proceed for reasons beyond the

Contractor's control, the beginning of Contract time shall be adjusted equal to the number of calendar days of the delay. Contract time shall **NOT** be adjusted for delays caused by the Contractor. The Notice to Proceed and the beginning of Contract time shall be the same date.

Delete Subsection 108.03.1 in toto beginning on page 75 and substitute the following:

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

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

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

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

907-108.03.2—Preconstruction Conference. Prior to commencement of the Work, a preconstruction conference shall be held for the purpose of discussing with the Contractor essential matters pertaining to the prosecution and satisfactory completion of the Project. The Contractor, with the assistance of the Engineer, shall schedule the preconstruction conference.

Delete Subsection 108.03.3 on page 76 and substitute the following:

907-108.03.3—Commencement and Execution of Work. The work shall begin as set out in the Contract Documents or the approved progress schedule and shall be prosecuted at a rate necessary to insure its completion within the contract time specified by the Contractor.

All work covered by supplemental agreement shall not commence until the supplemental agreement has been executed by all parties.

Delete Section 108.04 beginning on page 77 in toto and substitute the following:

907-108.04— Blank.

Delete Section 108.06 beginning on page 79 in toto and substitute the following:

907-108.06.1.3--Extension of Time. The Contract Time may not be extended unless there is a delay to the Project caused by an event listed below.

(a) Force Majeure as that term is defined in Section 902 Subsection VI.

(b) MDOT initiated scope changes, directives or authorized extra work.

(c) Acts or omissions by MDOT or its duly appointed representative that unreasonably interfere with the Contractor's performance and cause delay of Work on the critical path of the Project.

(d) Changes in a legal requirement or regulation that becomes effective subsequent to the date of this Contract.

(e) Discovery of hazardous materials as set forth in Section 902 Subsection V not discoverable from a reasonable investigation and analysis of the site prior to the Proposal Date.

(f) Discovery of archeological or paleontological sites not previously identified as set forth in Subsection 5.5 of the Technical Requirements not discoverable from a reasonable investigation and analysis of the site prior to the Proposal Date.

Other than as noted above, the Contract Time shall not be increased for Contract time adjustments or claimed delay damages. Requests for time extensions shall be made in writing to MDOT within 20 calendar days of the event causing the delay. Requests shall include a schedule analysis fragnet demonstrating the delay is the critical path.

Delete Subsection 108.07 on page 85 in toto and substitute the following:

907-108.07— Failure to Complete the Work on Time. The assessment of liquidated damages shall not be considered a penalty; any damages assessed a reasonable estimate of fair compensation for the damage of delay that may reasonably be anticipated from the Contractor's failure to complete the Project within the Contractor specified time constraints.

If the Contractor fails to complete all items of Work by the Contractor's specified Final Completion Date, the Commission will assess liquidated damages ($3500/day) per calendar day until the date all items of Work are completed.

The assessments of liquidated damages shall be deducted by the Commission from monies due the Contractor, if sufficient monies are available. Otherwise, the Contractor shall pay to the Commission the liquidated damage assessments within fifteen (15) business days of notice that payment is due.

907-108.08-- Default and Termination of Contract. At the end of Subsection 108.08 on page 87, add the following:

Upon termination for default, all Project Documents, as defined in Technical Requirements Section 2.3, shall be surrendered forthwith by Contractor to MDOT. MDOT will be authorized to use the Design documents for the sole purpose of promoting, completing, using, maintaining, upgrading or adding to the Project. This authorization includes allowing design professionals to

make changes, corrections, or additions to the Design documents for these purposes.

Delete all of Subsection 108.09 beginning on page 87 and substitute the following:

907-108.09--Termination of Contract for Reasons Other Than Default. MDOT reserves the right to cancel the Work upon ten (10) calendar days written notice to Contractor. Should the Work be so canceled by MDOT for convenience, Contractor shall be paid for the value of the Work, based upon the Project Payment Schedule, performed to the date of cancellation and demobilization together with any cancellation charges by vendors and subcontractors. The Contractor shall also be entitled to the cost of securing the Work, provided such cost is approved by MDOT. In no event, however, shall the total payment to Contractor pursuant to such a cancellation exceed the Contract Price.

Termination of all or a portion of the Contract shall not relieve Contractor of any responsibility it would otherwise have for the Work completed, or any claims arising from that work.

Upon such termination, all Project Documents, as defined in Technical Requirements Section 2.3, shall be surrendered forthwith by Contractor to MDOT. MDOT will be authorized to use the Design documents for the sole purpose of promoting, completing, using, maintaining, upgrading or adding to the Project. This authorization includes allowing design professionals to make changes, corrections, or additions to the Design documents for these purposes.

Delete Subsection 108.10 on page 88 and substitute the following:

907-108.10--Termination of Contractor's Responsibility. The construction phase of this Contract will be considered complete when all Work has been satisfactorily completed, the final inspection made, the Work accepted by the Executive Director and the final estimate paid. When the Executive Director writes the formal letter of acceptance, the Contractor will be released from further obligation except as set forth under the warranty provisions of the Contract or as provided by law.

12.0 DRAINAGE

12.1 Drainage Criteria

The Project shall include all Work for the design and construction of drainage facilities including temporary and permanent erosion control measures. Project design will be in compliance with the MDOT Roadway Design Manual, Chapter 7, incorporated in Section 17. All pipe culverts shall meet the requirements of MDOT Pipe Culvert Material Design Criteria.

The existing hydraulic opening of the bridge site shall not be reduced as a result of the new construction.

Bridge deck drainage shall be based on the FHWA Publication, Design of Bridge Deck Drainage, Hydraulic Engineering Circular No. 21 (HEC-21).

12.2 Coordination with Other Agencies

The Contractor shall coordinate all drainage issues with affected regulatory agencies that have interest or jurisdiction over the Project.

The Contractor shall copy MDOT on all correspondence, promptly advise of any direct contact and give advance notice of any meetings and/or hearings with affected regulatory agencies.

12.3 Bridges Over Waterways

Hydraulic design and analysis is required for all structures that span over waterways and shall be in conformance with MDOT's Design Manual, AASHTO Highway Drainage Guidelines, AASHTO Standard Specifications for the Design of Highways and Bridges (latest edition), ~~LRFD Bridge Design Specifications,~~ FHWA Hydraulic Engineering Circulars and Publications, 23 CFR 625, 630, and 650, 44 CFR Part 59-78, the Floodplain Management Regulations for the State of Mississippi, the National Flood Insurance Program (NFIP) regulations and Federal Emergency Management Agency (FEMA) regulations and any other Local, State, or Federal regulations as appropriate. FHWA Publication *Hydraulic Design of Safe Bridges*, Hydraulic Design Series Number 7 (HDS-7) shall be used as a major reference publication for hydraulic design of bridges.

For bridge widening projects, the new substructure must be placed parallel with the direction of flood flows, and should be located within the existing blockage so as to not reduce the existing hydraulic opening. Additional bents in the water will be acceptable. No riprap or other fill activity will be allowed in the water around those additional bents. Placing piles or drilled shafts in the creeks is covered under the Nationwide Permit No. 23.

For bridges over waterways, the low chord elevation of the exterior girder shall be at or above the existing low chord elevation.

Unless specified otherwise, slope protection for the abutments and piers shall match the type and thickness of the existing protection as a minimum. Spill thru slopes shall not reduce the hydraulic opening as a result of the new construction.

The determination of riprap revetments shall be based on the FHWA Publication *Bridge Scour and Stream Instability Countermeasures*, Hydraulic Engineering Circular No. 23 (HEC-23). Further

Location	20-Year Design of 18 KIP ESALS From Base Year Asphalt Pavement	35-Year Design of 18 KIP ESALS From Base Year Concrete Pavement
I-59 Mainline	50,612,000	99,900,000

13.7 Pavement Selection

The pavement structure design shall be based on subgrade data developed through Contractor's geotechnical investigation.

The pavement shall be designed, constructed and maintained with adequate surface drainage to prevent pavement structure problems.

The minimum pavement thickness shall be as follows:

Minimum Pavement Thickness

Location	Minimum Asphalt Thickness	Minimum Concrete Thickness
I-59 Mainline	10 inches	NA

13.8 Roadway Safety

At~~l~~ Locations 1-3 and 7-8, all roadway guardrail and roadside barriers shall be designed according to design speed using current MDOT standards.

At Locations 4-6, all roadway guardrail and roadside barriers shall be designed according to design speed using current MDOT standards with the exception of length. The length of the concrete rail on the new bridge approach slab can be counted towards the total length of need as determined by the methodology in the 4th Edition (2011) of the AASHTO Roadside Design Guide.

All roadway guardrail and roadside barriers~~and~~ shall meet requirements for NCHRP 350 TL-3.

All roadway pavement sections on the Project shall incorporate rumble strips along the inside and outside shoulders.

Table 13.9-1 Typical Roadway Section Criteria

	Interstates (Mainline)
Functional Classification	Freeway
Design Speed	70 mph
Control of Access	Full (type 1)
Number of Through Lanes	4
Lane Width	12 ft.
Outside Shoulder Width, Usable	12 ft.
Outside Shoulder Width, Surfaced	10 ft.
Median Shoulder Width, Usable	8 ft.
Median Shoulder Width, Surfaced	4 ft.
Auxiliary Lane Width	12 ft.
Auxiliary Lane Shoulder Width	10 ft. surfaced 12 ft. useable
Median Type	Depressed
Median Minimum Width	60 ft.
Cross Slope Travel Lane	2%
Cross Slope Shoulder	4 %
Total (Final) Bridge Minimum Width	T.W. +12ft (out)+6ft (Med)
Minimum Clear Span	
Roadside Clear Zone (Obstruction)	30 ft.
Cut Foreslope (Within Clear Zone)	6:1
Depth of Ditch	4 ft.
Cut Backslope	3:1
Safety Slope (Within clear Zone)	6:1
Fill Slope (Outside Clear Zone)	3:1
Stopping Sight Distance (AASHTO)	730 ft.
Maximum Horizontal Curve	1630 ft
Superelevation Rate	See table 3-4 A (e_{max} =0.10)
Maximum Grade	3%
Vertical Curve K Factor (Crest) (MDOT)	290
Vertical Curve K Factor (Sag) (AASHTO)	181

13.8.1 Notes for Table 13-9-1

1. Horizontal Sight Distances- See Subsection 3.50 in the MDOT Roadway Design Manual for applicable criteria.

2. T.W. refers to the travel way or the total lane width.

3. Approach Roadway width is defined by the total lane width plus the total useable shoulder.

4. Clear zone to be based upon speed, side slope and traffic volume.

5. The bridge end approach slabs shall be constructed and widened in accordance with the current MDOT Roadway Design Standard Drawings. Use Special Design Sheet BE-1A.

6. The minimum structure for shoulder improvements is a minimum pavement thickness of six (6) inches on top of a minimum of six (6) inches of granular material.

13.9 Deliverables

At a minimum, the Contractor shall submit the following to MDOT for review or comment:

SECTION 13.0 – ROADWAYS AND PAVEMENTS

Deliverable	Review and Comment	Schedule	Reference Section
Preliminary Plans (30%) and Cross Sections	✔	According to Contractor's Schedule	2.2.2
Final Plans (100%) and Cross Sections	✔	Prior to Request For Release for Construction	2.2.4
Release for Construction Plans and Cross Sections	✔	According to Contractor's Schedule	2.2.5
As Built Drawings	✔	30 days after Completion of Construction	2.2.8