

**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   5/16/2008      ADDENDUM NO.        DATED         
 ADDENDUM NO.        DATED           ADDENDUM NO.        DATED       

Number	Description
1	Revised Table of Content, replaces same; Revised NTB 1938, replaces same; Add SP 907-108-16; Delete Progress Schedule; Amendment EBS Download Required.

TOTAL ADDENDA:   1    
 (Must agree with total addenda issued prior to opening of bids)

Respectfully Submitted,

DATE \_\_\_\_\_

\_\_\_\_\_  
 Contractor

BY \_\_\_\_\_  
 Signature

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE \_\_\_\_\_

FAX \_\_\_\_\_

E-MAIL \_\_\_\_\_

(To be filled in if a corporation)

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

_____ President	_____ Address
_____ Secretary	_____ Address
_____ Treasurer	_____ Address

The following is my (our) itemized proposal.

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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SECTION 905 - PROPOSAL,  
PROPOSAL SHEET NOS. 2-1 THRU 2-3,  
COMBINATION BID PROPOSAL,  
STATE BOARD OF CONTRACTORS REQUIREMENTS,  
NON-COLLUSION CERTIFICATE,  
SECTION 902 - CONTRACT FORM, AND SECTION 903 - CONTRACT BOND FORM,  
HAUL PERMIT FOR BRIDGES WITH POSTED WEIGHT LIMITS.

(REVISIONS TO THE ABOVE WILL BE INDICATED ON THE SECOND SHEET  
OF SECTION 905 AS ADDENDA)

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 1938**

**CODE: (SP)**

**DATE: 05/13/2008**

**SUBJECT: Contract Time**

**PROJECT: MP-1341-58(005) / 303384301 - Pontotoc County**

The calendar date for completion of work to be performed by the Contractor for this project shall be **October 31, 2008** which date or extended date as provided in Subsection 108.06 shall be the end of contract time. It is anticipated that the Notice of Award will be issued by not later than **June 10, 2008** and the date for issuing the Notice to Proceed / Beginning of Contract Time will be **no sooner than July 1, 2008 and no later than July 10, 2008.**

Should the Contractor request a Notice to Proceed earlier than **July 10, 2008**, the date the Notice to Proceed is issued will also be the Beginning of Contract Time date.

A progress schedule as referenced to in Subsection 108.03 will not be required for this contract.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SPECIAL PROVISION NO. 907-108-16**

**CODE: (SP)**

**DATE: 05/14/2008**

**SUBJECT: Additional Construction Provisions**

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

Delete in toto Subsection 108.06.2.1 starting on page 83 and substitute the following:

**907-108-06.2.1--Specified Completion Date.** The term Specified Completion Date as used in this contract will mean the calendar date for completion of the work as shown in the Notice to Bidders entitled "Contract Time". The Specified Completion Date will not be adjusted for any reason, cause or circumstance whatsoever, regardless of fault, save and except in the instance of a hurricane, tornado, earthquake, a declared state of emergency, or the following. When the Engineer by written notice schedules a final inspection, time will be suspended until the final inspection is conducted and for an additional 14 calendar day thereafter to complete any necessary items of work. If after the end of the 14 calendar day suspension all necessary items of work are not finished and the specified completion date has not passed, the Contractor will have until the specified completion date to complete the items at which time liquidated damages will be charged according to Subsection 108.07. If after the end of the 14 calendar day suspension all necessary items of work are not finished and the specified completion date has passed, liquidated damages will be charged according to Subsection 108.07.

The parties anticipate that delays may be caused by or arise from any number of events during the course of the contract, including, but not limited to, work performed, work deleted, quantity adjustments, supplemental agreements, delays, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right of way issues, permitting issues, actions of suppliers, subcontractors or other Contractors, actions by third parties, weather, suspensions of Contractor's operations, or other such events, forces or factors sometimes experienced in highway construction work. Such delays or events and their potential impacts on performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this contract, and shall not extend the Specified Completion Date. Further, any and all costs or impacts whatsoever incurred by the Contractor in accelerating the Contractor's work to overcome or absorb such delays or events in an effort to complete the necessary items of work prior to Specified Completion Date, regardless of whether the Contractor successfully does so or not, shall be the sole responsibility of the Contractor in every instance.

In the event of a hurricane, tornado, earthquake, or a declared state of emergency, directly and substantially affecting the Contractor's operations on the contract, the Contractor and the Department shall agree as to the number of calendar days to extend the Specified Completion Date. In the event the Contractor and Department are unable to agree to the number of calendar days to extend the Specified Completion Date, the Department will unilaterally determine the

number of calendar days to extend the Specified Completion Date reasonably necessary and due solely to such catastrophic event and the Contractor shall have no right whatsoever to contest such determination, save, and except that the Contractor establishes that the number of calendar days determined by the Department were arbitrary or without any reasonable basis.

The Contractor shall have no rights under the contract to make any claim arising out of this provision except as is expressly set forth in this Special Provision.

Completion and acceptance of the contract for purposes other than this Special Provision shall be in accordance with Subsection 109.11 of the Standard Specifications.

Should the Contractor fail to complete the necessary items of work for completion on or before the Specified Completion Date, the applicable daily liquidated damages in Subsection 108.07 of the Standard Specification remain in effect.