

SECTION 905 -- PROPOSAL (CONTINUED)

I (We) hereby certify by digital signature and electronic submission via Bid Express of the Section 905 proposal below, that all certifications, disclosures and affidavits incorporated herein are deemed to be duly executed in the aggregate, fully enforceable and binding upon delivery of the bid proposal. I (We) further acknowledge that this certification shall not extend to the bid bond or alternate security which must be separately executed for the benefit of the Commission. This signature does not cure deficiencies in any required certifications, disclosures and/or affidavits. I (We) also acknowledge the right of the Commission to require full and final execution on any certification, disclosure or affidavit contained in the proposal at the Commission's election upon award. Failure to so execute at the Commission's request within the time allowed in the Standard Specifications for execution of all contract documents will result in forfeiture of the bid bond or alternate security.

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>10/9/2025</u>	ADDENDUM NO.	_____	DATED	_____
ADDENDUM NO.	<u>2</u>	DATED	<u>10/23/2025</u>	ADDENDUM NO.	_____	DATED	_____
ADDENDUM NO.	_____	DATED	_____	ADDENDUM NO.	_____	DATED	_____

Number

Description

- 1 Revised Table of Contents; Revised Advertisement; Deleted NTB Nos. 5605 w/ Supplement & No. 7077; Deleted OCR-485; Amendment EBSx Download Required.
- 2 Revised Section 902; Amendment EBSx Dowload Required.

TOTAL ADDENDA: 2

(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.

SP-0013-03(030)/ 109002301000

Smith County(ies)

Revised 01/26/2016

SECTION 902
AMERICAN RESCUE PLAN ACT STATE AND LOCAL FISCAL RECOVERY FUNDS
SURFACE TRANSPORTATION CONTRACT

NOTICE: THIS IS NOT A STANDARD MDOT CONTRACT. READ CAREFULLY.

CONTRACT FOR _____
LOCATED IN COUNTY(IES) OF _____

STATE OF MISSISSIPPI
COUNTY OF HINDS

This Contract is entered into by and between the Mississippi Transportation Commission (MTC), with its principal office at 401 North West Street, Jackson, Mississippi 39201, acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation (MDOT) and the undersigned Contractor.

As consideration for this Contract, MTC agrees to pay the Contractor the amount(s) set out in the Proposal attached hereto. Said payment will be made in the manner and at the time(s) specified in the Specifications and/or Special Provisions, if any. In exchange for said consideration, the Contractor hereby agrees to accept the prices stated in the Proposal as full compensation for the furnishing of all labor, materials and equipment, and the execution of the scope of work identified for this referenced Project as contemplated in this Contract, and as more fully outlined in the Contract Documents (the "Work"). The Contract Documents consist of the Advertisement, the Notice to Bidders, the Proposal, the Specifications, the Special Provisions, and the approved Plans, all of which are hereby made a part of this Contract and incorporated herein by reference.

The Contractor further agrees that the Work shall be done under the direct supervision of, and to the complete satisfaction of, the Executive Director of MDOT, or his authorized representative(s), and, when federal American Rescue Plan Act, Coronavirus State and Local Fiscal Recovery Funds ("ARPA SLFRF") are involved, subject to the inspection and approval of the Federal Highway Administration (FHWA) and/or the United States Department of Treasury ("Treasury"), or its agents, and/or the agents of any other state or federal agency whose funds are involved. Further, the Work shall be done in accordance with any applicable state and federal laws, and any such rules and regulations issued by MTC and/or any relevant Federal Agency.

The Contractor agrees that all labor as outlined in the Contract Documents may be secured from a list furnished by the Manager of the Win Job Center nearest the project location, or any successor thereto.

It is agreed and understood that each and every provision of law and clause required by law to be inserted into this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein. If through mere mistake or otherwise, any such provision is not inserted, then upon the application of either party hereto, the Contract shall be physically amended to make such insertion.

This Contract is executed to address specific contracting requirements for contracts made under federal awards by Non-Federal Entities. These required contracting provisions are outlined in Appendix II to Part 200, Title 2 of the Code of Federal Regulations and in the specific requirements of ARPA SLFRF.

The Parties enter into this Contract for the surface transportation projects herein described and under the terms provided.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to MDOT, the Contractor, or any other party pertaining to any matter resulting from the Contract.

In addition to all other terms and provisions contained herein and in the Contract Documents, the following specific terms apply to this Contract, as required by the Code of Federal Regulations in 2 CFR 200 and the ARPA SLFRF final rule:

- A.** The Contractor acknowledges that financial assistance from ARPA SLFRF may be used to fund all or a portion of this Contract. The Contractor shall comply with and follow all requirements of the most recent version of the ARPA SLFRF final rule, as well as any other applicable local, state, and federal laws and regulations, executive orders, ARPA SLFRF program policies, procedures, and directives, whether listed and/or referred to in this Contract or not.
- B.** Contractor acknowledges that 31 U.S.C. Ch. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Contract.
- C. INSURANCE.** The Contractor shall obtain the insurance products required in accordance with Section 107.14 of the most recent version of the *Mississippi Standard Specifications for Road and Bridge Construction*, and/or any amendment thereto.
- D. BONDING.** The Contractor shall obtain payment and performance bonds as required in accordance with Section 103.05 of the most recent version of the *Mississippi Standard Specifications for Road and Bridge Construction*, and/or any amendment thereto.
- E. LICENSES AND PERMITS.** Contractors and subcontractors must maintain all licenses, permits, and certificates, including all professional licenses as required by any statute, ordinance, rule, or regulation. Contractor agrees to immediately notify MDOT of any suspension, revocation, or other detrimental action against Contractor's license during the term of this Contract.
- F. SUBCONTRACTING.** If the Contractor subcontracts any portion of the Work, the Contractor must comply with the applicable considerations under 2 C.F.R. § 200.321 and maintain documentation of outreach efforts. This section does not create subcontracting goals, quotas, or preferences, and must be applied consistent with the U.S. Department of Transportation's Interim Final Rule 49 C.F.R. Parts 23 and 26.

G. DEBARMENT AND SUSPENSION

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180. Contractor is required to verify that neither it, its principals (defined at 2 C.F.R. § 180.995), nor its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C, and must include a requirement to comply with these regulations in any lower-tier-covered transaction it enters into.
3. The certification set out in Section 905 of the Proposal is a material representation of fact relied upon by MTC. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C, in addition to remedies available to MTC, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees that it must comply with the requirements of 2 C.F.R. pt. 180, subpart C, while this Contract is valid and throughout the term of this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

H. BYRD ANTI-LOBBYING AMENDMENT

1. Contractors who apply or bid for an award of \$100,000 or more shall submit to MTC a Certification Regarding Lobbying. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
2. Contractor shall include a requirement to comply with these regulations (31 U.S.C. § 1352) in any subcontractor or lower tier covered transaction it enters into.

I. DAVIS-BACON ACT COMPLIANCE

1. Minimum Wages
 - a. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination of the Secretary of Labor, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. The wage determination

decision of the Secretary of Labor (original or modified) at the time of contract award shall be effective.

- b. The contractor shall post the scale of wages to be paid in a prominent and easily accessible place at the site of the work.

2. Withholding

- a. MDOT shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis- Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor, the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, MDOT may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classifications, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis- Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(3)(ii), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers and mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
- b. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to MDOT for transmission to the Secretary of Labor in accordance with 29 CFR 5.5(a)(3)(ii). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005- 00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full

social security number and current address of each covered worker, and shall provide them to MDOT upon request. The payrolls and basic records shall be preserved for a period of three years after the completion of the contract.

4. Apprentices and Trainees

- a. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program.
- b. Trainees: Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

5. Subcontracts

- a. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as MDOT may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with all the contract clauses in 29 CFR 5.5.

J. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work that may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any

violation of this section, the Contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth above in this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in above.

3. Withholding for unpaid wages and liquidated damages. The federal agency or recipient shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth above in this section.
4. Subcontracts. The Contractor shall insert in any subcontracts the clauses set forth above in this section and also a clause requiring the subcontractors to include these same clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with this section.

K. ENVIRONMENT AND COMPLIANCE

1. The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.).
 - a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - b. The Contractor agrees to report each violation to MTC and understands and agrees that MTC will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Treasury.
2. The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 § et seq.).
 - a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 § et seq.).
 - b. The Contractor agrees to report each violation to MTC and understands and agrees

that MTC will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Treasury.

L. EQUAL EMPLOYMENT OPPORTUNITY

1. This provision is applicable to all federally assisted construction contracts, as that term is defined at 41 C.F.R. § 60-1.3.
2. During the performance of this contract, the contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
 - d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3. MTC agrees as follows:

- a. MTC agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided, that if MTC is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government that does not participate in work on or under the Contract.
- b. MTC agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

M. PROCUREMENT OF RECOVERED MATERIALS

1. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - a. Competitively within a timeframe providing for compliance with the Contract performance schedule.
 - b. Meeting Contract performance requirements; or
 - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: ["https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program"](https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program).
3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

N. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS AND EQUIPMENT OR SERVICES

1. Definitions. As used in this clause, the terms backhaul, covered foreign country, covered telecommunications equipment or services, interconnection arrangements, roaming, substantial or essential component, and telecommunications equipment or services have the meaning as defined in Federal Acquisition Regulation 52.204-25.
2. Prohibitions. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Unless an exception listed in subparagraph 3 of this section applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee

funds from Treasury to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system.
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system.
- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- d. Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions. This clause does not prohibit contractors from providing:

- a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- c. Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system;
 - ii. Are not used as critical technology of any system; and
 - iii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

- a. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during Contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in subparagraph 2 of this section to MTC unless elsewhere in this Contract are established procedures for reporting the information.
- b. The Contractor shall report the following information pursuant to this section:
 - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- ii. Within 10 business days of submitting the information of this section: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
5. Subcontracts. The Contractor shall insert the substance of this section in all subcontracts and other contractual instruments.

O. DOMESTIC PREFERENCES FOR PROCUREMENTS

1. The Contractor shall comply with all current requirements of “Buy America or Buy American” requirements of the laws or regulations promulgated thereunder of the United States of America.
2. As appropriate, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
3. For purposes of this clause:
 - a. *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - b. *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

P. INDEMNIFICATION

1. Contractor agrees to defend, indemnify and hold MTC and MDOT, and their agents, employees, officers, and legal representatives, harmless for all loss or damage arising out of, or in any way connected to the Work, or from any unforeseen obstructions or difficulties that may be encountered in the prosecution of the Work, and for all risks of every description connected with the Work, with the exception of any items specifically excluded in the Contract Documents. Contractor shall fully and faithfully complete the Work in a good and workmanlike manner, according to the Contract Documents and any Supplemental Agreements thereto.
2. Contractor agrees to defend, indemnify and hold MTC and MDOT, and their agents, employees, officers, and legal representatives, harmless in connection with any Determination Memorandum from Treasury that arises out of any failure and/or violation of the Contractor to follow any of Treasury’s requirements.
3. Contractor agrees to defend, indemnify and hold MTC and MDOT, and their

agents, employees, officers, and legal representatives, harmless for all claims, causes of action, liabilities, fines, and expenses (including, without limitation, attorneys' fees, court costs, and all other defense costs and interest) for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance under this Contract including, without limitation, those caused by:

- a. Contractor's and/or its agents', employees', officers', directors', or contractors' actual or alleged negligence or intentional acts or omissions; and/or
 - b. Contractor's actual or alleged strict products liability or strict statutory liability, whether Contractor is immune from liability or not.
4. The Contractor shall defend, indemnify, and hold MTC and MDOT and their agents, employees, officers, and legal representatives harmless during the term of this Contract and for four (4) years after the completion of the Contract. The Contractor shall not be required to indemnify MTC or MDOT for MTC's or MDOT's sole negligence.

Q. PAYMENT TERMS

1. MTC shall make payment to the Contractor in accordance with the Contract Documents. Pay Estimates must be verified by MDOT's designated Project Engineer before being paid.
2. MTC may reject a deficient Pay Estimate. MTC's rejection should specify the deficiency and the action necessary to correct the deficiency and to make the Pay Estimate proper.
3. MTC may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect MTC from loss because of:
 - a. Defective Work not remedied by Contractor or, in the opinion of MTC, not likely to be remedied by the Contractor;
 - b. Claims of third parties against MTC or MTC's property;
 - c. Failure by Contractor to pay subcontractors or others in a prompt and proper fashion;
 - d. Evidence that the balance of the Work cannot be completed in accordance with the Contract or at the agreed to rates in the Contract Documents;
 - e. Evidence that the Work will not be completed in the time required for substantial or final completion (final completion meaning the full and final completion of all Work called for by this Contract and final Acceptance by MTC);
 - f. Recurring or persistent failure to carry out the Work in accordance with the Contract Documents;
 - g. Damage to MTC or a third party to whom MTC is, or may be, liable; or
 - h. Recurring or persistent failure to submit required reports or other information requested by MTC.
4. In the event that MTC makes written demand upon the Contractor for amounts previously paid by MTC as contemplated in this section, the Contractor shall promptly comply with such demand. MTC shall have no duty to third parties to

withhold payment to the Contractor and shall incur no liability for a failure to withhold funds.

5. If MTC disputes a Pay Estimate that the Contractor submits for any reason, including lack of supporting documentation (as may be required by MTC in its sole discretion), MTC shall temporarily delete the disputed item and pay the remainder of the estimate. MTC shall promptly notify the Contractor of the dispute and request remedial action. After the dispute is settled, the Contractor shall include the settled amount, if any, on a subsequent regularly scheduled Pay Estimate as directed by the Project Engineer.

R. TERMINATION

1. **TERMINATION FOR CONVENIENCE BY MTC.** Termination for Convenience of the Contractor may occur in accordance with Section 108.09 of the most recent version of the *Mississippi Standard Specifications for Road and Bridge Construction*, and/or any amendment thereto.
2. **TERMINATION FOR CAUSE BY MTC.** Termination for Cause of the Contractor may occur in accordance with Section 108.08 of the most recent version of the *Mississippi Standard Specifications for Road and Bridge Construction*, and/or any amendment thereto.

S. INSPECTIONS AND AUDITS

1. Designated Representatives of MTC, which may include MDOT employees, may perform, or have performed, (i) audits of Contractor's books and records, and (ii) inspections of all places where the Work is undertaken in connection with this Contract. Contractor shall keep its books and records available for this purpose for at least five years after this Contract terminates. This provision does not affect the applicable statute of limitations.
2. Contractor shall provide MTC, Treasury, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor that are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor shall keep its books, documents, papers, and records available for this purpose for at least five years after this Contract terminates or expires. This provision does not limit the applicable statute of limitations.
3. The Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
4. The Contractor shall provide Treasury access to construction or other Work sites pertaining to the Work being completed, or already completed, under this Contract.
5. MTC and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by Treasury or the Comptroller General of the United States.

T. DISPUTE RESOLUTION

The Contractor shall follow the provisions of the *Mississippi Standard Specifications for Road and Bridge Construction*, and/or any amendment thereto, for submitting a claim for consideration by MTC.

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. In the event of a conflict arising between the terms of this Contract and any provision of the applicable version of the *Mississippi Standard Specifications for Road and Bridge Construction*, the Special Provisions attached thereto, or the Plans, then the provisions contained in this document (Section 902) shall control.

WITNESS OUR SIGNATURES this the _____ day of _____.

Contractor(s)

By _____

MISSISSIPPI TRANSPORTATION
COMMISSION

Title _____

By _____

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

Executive Director

Secretary to the Commission

Award authorized by the Mississippi Transportation Commission in session on the _____ day of _____, 20____, Minute Book No. _____, Page No. _____