

**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   8/16/2010      ADDENDUM NO.        DATED         
 ADDENDUM NO.        DATED           ADDENDUM NO.        DATED       

Number	Description
1	Table of Content, replaces same; Advertisement, replaces same; Revised or Added Notice To Bidder Nos. 1246M, 1251M, 1257M, 1258M & 1260M; Bidshts., replace same; Revised or Added Plan Sht. Nos. 2, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 25, 33, 34, 35, 36, 74, 75, 76, 76.01, 76.02, 77, 78, 80, 80.01, 81, 82, 83, 84, 85, 86, & 499; 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.

SP-9392-00(003) / 100710301      Jackson County(ies)

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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(PILE DRIVING FORM),

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

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

## SECTION 901 - ADVERTISEMENT

Sealed bids will be received by the Mississippi Transportation Commission in the Office of the Contract Administration Engineer, Room 1013, Mississippi Department of Transportation Administration Building, 401 North West Street, Jackson, Mississippi, until 10:00 o'clock A.M., Tuesday, August 24, 2010, and shortly thereafter publicly opened on the Sixth Floor for:

Grade, Drain, Bridge, and Paving necessary to reconstruct SR 611 at US 90, known as State Project No. SP-9392-00(003) / 100710301, in the County of Jackson, State of Mississippi.

The attention of bidders is directed to the predetermined minimum wage rate set by the U. S. Department of Labor under the Fair Labor Standards Act.

The Mississippi Department of Transportation hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, disability, religion or national origin in consideration for an award.

Plans and specifications are on file in the offices of the Mississippi Department of Transportation.

Bid proposals must be acquired from the MDOT Contract Administration Division. These proposals are available at a cost of Ten Dollars (\$10.00) per proposal. Specimen proposals are also available at the MDOT Contract Administration Division at a cost of Ten Dollars (\$10.00) per proposal, or can be viewed or downloaded at no cost at [www.gomdot.com](http://www.gomdot.com).

Plans may be acquired on a cost per sheet basis from MDOT Plans Print Shop, MDOT Shop Complex, Building C, Room 114, 2567 North West Street, Jackson, Mississippi 39216, Telephone (601) 359-7460 or e-mail at [plans@mdot.state.ms.us](mailto:plans@mdot.state.ms.us) or FAX (601) 359-7461. Plans will be shipped upon receipt of payment.

Bid bond, signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent, with Power of Attorney attached or on file with the Contract Administration Engineer of the Department, a Cashier's check or Certified Check for five (5%) percent of bid, payable to STATE OF MISSISSIPPI, must accompany each proposal.

The attention of bidders is directed to the provisions of Subsection 102.07 pertaining to irregular proposals and rejection of bids.

LARRY L. "BUTCH" BROWN  
EXECUTIVE DIRECTOR

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904 - NOTICE TO BIDDERS NO. 1246M**

**CODE: (SP)**

**DATE: 08/16/2010**

**SUBJECT: Contract Time**

**PROJECT: SP-9392-00(003) / 100710301 – Jackson County**

The calendar date for completion of work to be performed by the Contractor for this project shall be **May 17, 2013** 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 no later than **September 14, 2010** and the effective date of the Notice to Proceed / Beginning of Contract Time will be **October 7, 2010**.

Should the Contractor request a Notice to Proceed earlier than **October 7, 2010** and it is agreeable with the Department for an early Notice to Proceed, the requested date will become the new Notice to Proceed / 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**

**SECTION 904- NOTICE TO BIDDERS NO. 1251M**

**CODE: (SP)**

**DATE: 8/16/2010**

**SUBJECT: Restricted Area**

**PROJECT: SP-9392-00(003) / 1007100301 -- Jackson County**

Bidders are hereby advised that the Contractor shall not access the area between Station 7+750 and Station 8+400 until **April 15, 2011**.

Upon written notification by the Engineer, the Contractor may be allowed earlier access without a penalty in the contract time.

No extension of time will be considered for this non-access unless restrictions extend beyond the above mentioned date.



**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904- NOTICE TO BIDDERS NO. 1257M**

**CODE: (SP)**

**DATE: 8/16/2010**

**SUBJECT: Project Sign**

**PROJECT: SP-9392-00(003) / 1007100301 -- Jackson County**

Bidders are hereby advised that this project will require a project sign and it shall meet the following requirements:

- 1) Program Name (Katrina Community Development Block Grant Program)
- 2) Project Name
- 3) Name of Grant Recipient (City, Town or County)
- 4) Granting Agency (Governor Haley Barbour, State of Mississippi and Mississippi Development Authority, Gary Swoope, Executive Director)
- 5) Other officials as shown

The sign shall be when construction begins and remain in place for the duration of the project. The sign shall be placed at the beginning of the project. The sign shall be waterproof and shall have a red, white and blue background. The sign shall be four (4) feet by six (6) feet.

The following is a graphic example how the sign should look.

# Project Sign 4'x6'

**KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT**  
SR 611 at US 90, State Project No. SP-9392-00(003)/ 100710301  
CDBG #R-103-030-05-KED  
Jackson County Board of Supervisors



GOVERNOR HALEY BARBOUR  
STATE OF MISSISSIPPI

MISSISSIPPI TRANSPORTATION COMMISSION  
BILL MINOR, NORTHERN DISTRICT  
DICK HALL, CENTRAL DISTRICT  
WAYNE BROWN, SOUTHERN DISTRICT

MISSISSIPPI DEVELOPMENT AUTHORITY  
GRAY SWOOPE, EXECUTIVE DIRECTOR

Michael W. Mangum, PRESIDENT  
BOARD MEMBERS

Manly Barton  
Melton Harris  
Tommy Brodnax  
John McKay

U.S. Department of Housing and Urban Development

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904- NOTICE TO BIDDERS NO. 1258M**

**CODE: (SP)**

**DATE: 8/16/2010**

**SUBJECT: Additional Contract Requirements**

**PROJECT: SP-9392-00(003) / 1007100301 -- Jackson County**

Bidders are hereby advised of the following documents that shall be adhered to as a part of this contract:

- 1) Special Provisions and Regulations Stipulated By The U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program
- 2) Federal Labor Standards Provisions
- 3) Wage Rates

**SPECIAL PROVISIONS AND REGULATIONS STIPULATED BY  
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

For the purpose of clarification, the Contracted Party shall refer to the firm providing professional services to the Grantee as specified in the contract to which this document is attached.

**1. Access of Grantee, State of Mississippi, HUD and Others to CDBG Documents, Papers, and Books**

The Contracted Party agrees to allow the Grantee, State of Mississippi, HUD, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of the Contracted Party which are directly pertinent to the CDBG Program for the purpose of making audits, examinations, excerpts, and transcriptions.

**2. Termination of Contract For Cause**

If, through any cause, the Contracted Party shall fail to fulfill in timely and proper manner, his obligations under this Contract, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Contract, the Grantee shall thereupon have the right to terminate this Contract by giving written notice to the Contracted Party of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contracted Party shall entitle the Contracted Party's receipt of just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contracted Party shall not be relieved of liability to the Grantee for damages sustained or the Grantee by virtue of any breach of the Contract by the Contracted Party. The Owner may withhold any payments to the Contracted Party for the purpose of set off until such time as the exact amount of damages due the Grantee from the Contracted Party is determined.

**3. Termination for Convenience of the Grantee**

The Grantee may terminate this Contract any time by a notice in writing from the Grantee to the Contracted Party. If the Contract is terminated by the Owner as provided herein, the Contracted Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contracted Party covered by this Contract, less payments of compensation previously made provided that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contracted Party shall be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contracted Party during the Contract period which are directly attributable to the incomplete portion of the services covered by this Contract.

**4. Records**

The subrecipient shall maintain all records required by the federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the equal opportunity components of the CDBG program;

- f. Financial records as required by 24 CFR 570.502 and 24 CFR 84.21-28; and,
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

All records required to be kept on the project shall be maintained for at least three years after final payments and until all other pending matters under the grant are closed.

5. **Health and Safety Standards**

All parties participating in this project agree to comply with Section 107 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

6. **Environmental Compliance**

Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.00 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1957 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, 15), which prohibit the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to the grantor agency and the U.S. EPA Assistant Administrator for Enforcement (EN-329).

7. **Energy Efficiency**

All participants in the projects shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

8. **Changes**

The Grantee may, from time to time, request changes in the scope of the services of the Contracted Party to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contracted Party's compensation which are mutually agreed upon by and between the Grantee and the Contracted Party, shall be incorporated in written amendments to this Contract.

9. **Personnel**

The Contracted Party represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Grantee.

All the services required hereunder will be performed by the Contracted Party or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

10. **Anti-Kickback Rules**

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Engineer and contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

11. **Withholding of Salaries**

If in the performance of this Contract, there is any underpayment of salaries by the Contracted Party or by any subcontracted thereunder, the Grantee shall withhold from the Contracted Party out of payment due to him an amount sufficient to pay to employees underpaid the difference between the salaries required thereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Grantee for and on account of the contracted party or subcontractor to the respective employees to whom they are due.

12. **Claims and Disputes Pertaining to Salary Rates**

Claims and disputes pertaining to salary rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the Contracted Party to the Grantee for the latter's decision which shall be final with respect thereto.

13. **Equal Employment Opportunity**

During the performance of this Contract, the Contracted Party agrees to comply with Executive Order 11246, and the regulations issued pursuant thereto (24 CFR 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, gender, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts, contractors and subcontractors on Federal and Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employments, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training apprenticeship.

14. **Anti-Discrimination Clauses**

The Contracted Party will comply with the following clauses:

1. Title VI of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (24 CFR 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

2. Title VIII of the Civil Rights Act of 1968 (PL 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and taking action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services; and,
3. Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance Section 109 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits or be subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 796) shall also apply to any such program or activity.

15. **Section 3 Clause**

The Contracted Party will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 17010) requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project area be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

16. **Discrimination Because of Certain Labor Matters**

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

17. **Compliance with Local Laws**

The Contracted Party shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

18. **Subcontracting**

None of the services covered by this Contract shall be subcontracted without prior written consent of the Grantee. The Contracted Party shall be as fully responsible to the Grantee for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. The Contracted Party shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

19. **Assignability**

The Contracted Party shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or notation) without prior written approval of the Grantee provided that claims for money due or to become due the Contracted Party from the Grantee under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy,

without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

**20. Interest of Members of Local Public Agency and Others**

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

The Contracted Party will comply with Section 25-4-105, Mississippi Code Annotated (1972), which prohibits any public servant from using his official position to obtain pecuniary benefits for himself other than compensation provided for by law or for any relative or business with which he is associated and which further provides that a public servant may not be interested, during the term for which he has been chosen, or within one (1) year thereafter, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The Contracted Party will also be aware of and avoid any violation of Sections 25-4-117 and 25-4-119, Mississippi Code Annotated (1972), which prescribes a criminal penalty for any public servant convicted of a violation of this Ethics in Government section.

**21. Interest of Certain Federal Officers**

No member of or delegate to the Congress of the United States and no Resident Commissioner, shall be admitted any share or part of this Contract or to any benefit to arise therefrom.

**22. Interest of Contractor**

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that in the performance of this Contract no person having any such interest shall be employed.

**23. Political Activity**

The Contracted Party will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

**24. Davis-Bacon Act Requirements**

The Contracted Party will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276-a5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.). However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.



**25. Uniform Act Requirements**

The Contracted Party will comply with all applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630) as specified in regulations issued by the Secretary of the Department of Housing and Urban Development and published in 24 CFR 570-1.

**26. Lead-Based Paint Requirements**

The Contracted Party will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance in any form.

**27. Compliance with Office of Management and Budget**

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, and A-54, as they relate to the use of Federal funds under this contract.

**28. Flood Insurance Purchase Requirements**

Both parties agree to comply with the flood insurance purchase requirements of Section 102(2) of the Flood Disaster Protection Act of 1973, (PL 93-234, 87 Stat. 975) approved December 31, 1976. Section 102 (a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase, "Federal financial assistance," includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

**29. Historic Preservation**

Both parties agree to assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 USC 469a-I *et seq.*) by (a) consulting with the State Historic Preservation officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (CFR Part 600.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.

**30. Program Monitoring**

Both parties agree to assist and cooperate with the Federal grantor agency and the state grantor agency or their duly designated representatives in the monitoring of the project or projects to which this grant relates, and to provide in form and manner approved by the state grantor agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

**31. Discrimination Due to Beliefs**

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

**32. Confidential Findings**

All of the reports, information, data, etc., prepared or assembled by the Contracted Party under this Contract are confidential, and the Contracted Party agrees that they shall not be made available to any individual or organization without prior written approval of the Grantee.

**33. Third-Party Contracts**

The Grantee shall include in all contracts with Participating Parties receiving grant funds provisions requiring the following:

1. Each such Participating Party keeps and maintains books, records, and other documents relating directly to the receipt and disbursement of such grant funds; and,
2. Any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of such Participating Party until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

The Grantee shall include in all contracts with Participating Parties a provision that each Participating Party agrees that any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the Project in which such Participating Party is involved until the completion of all close-out procedures respecting this grant.

**34. Excessive Force**

The contracted parties will adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

**35. Architectural Barriers Act and Americans with Disabilities**

The contracted parties will comply with the Architectural Barriers Act and the Americans with Disabilities as described in 24 CFR Sec 487 (e).

**36. Environmental**

The applicant will:

- (1) Comply with Section 104(f) of the Housing and Community Development Act of 1974, as amended, which requires compliance with the policies of the National Environmental Policy Act of 1969 (NEPA) and other provisions of law which further the purposes of the National Environmental Policy Act. Such other provisions of law which further the

purposes of the NEPA are specified in regulations issued pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and are contained in 24 CFR Part 58; and

- (2) Assume all of the responsibilities for environmental review, decision making, and action as specified and required in regulations issued by the Secretary of Housing and Urban Development pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and published in 24 CFR Part 58.

Its chief executive officer or other officer of applicant:

- (1) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 CFR Part 58; and
- (2) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official.

It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historic Data Act of 1966 (16 U.S.C. 469 a-1, et seq) by:

- (1) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects of the proposed activities; and
- (2) Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

It will comply with Executive Order Number 12898, issued February 11, 1994, by:

- (1) Focusing attention on the environment and health conditions in minority and low-income communities; and
- (2) Fostering non-discrimination in federal programs that substantially affect human health and the environment; and
- (3) Providing minority and low-income communities with access to information on, and opportunities for public participation in, matters relating to human health and the environment.

**37. Uniform Relocation**

It will comply with the Uniform Relocation Assistance and Real Property acquisition policies Act of 1970, as amended, and Federal Implementing regulation at 49 CFR Part 24, and the requirements of Section 570.496a (including the requirement to provide a certification that the recipient is following a residential antidisplacement and relocation assistance plan under Section 104(d)) of the Act.

**38. Code of Standards of Conduct**

It will establish a written Code of Standards of Conduct to prohibit any of its officers, employees, and agents from using his/her position in any manner or matter, which would have the purpose or effect of a

conflict of interest, real or apparent. In order to properly implement this provision, it will fully comply with the requirements of 24 CFR, Part 85.36.

**39. Hatch Act**

It will comply with the provisions of the Hatch Act 5 U.S.C. 1501 et seq, which limits the political activity of employees.

**40. Use of Influence**

The chief elected official certifies, to the best of his or her knowledge and belief, that:

- (1) No federally appropriated funds have been paid or will be paid, by or on behalf of the chief elected official, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the chief elected official shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**41. Cost Overruns**

The subgrantee agrees to and understands that the CDBG award is limited to the amount under this agreement. Any cost overruns will be the sole responsibility of the subgrantee.

**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** 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 amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work 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 classification, 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)(1)(iv) 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 or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. 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) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. 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 upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**4. Apprentices and Trainees.**

(i) **Apprentices.** 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. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **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. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, 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 this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), 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 in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.



**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee 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 contract, 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 in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

General Decision Number: MS100216 07/02/2010 MS216

Superseded General Decision Number: MS20080216

State: Mississippi

Construction Type: Highway

County: Jackson County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	03/12/2010
1	07/02/2010

\* ELEC0480-007 07/01/2010

	Rates	Fringes
ELECTRICIAN.....	\$ 22.60	8.11

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 SUMS2008-134 09/04/2008

	Rates	Fringes
CARPENTER, Including Form Work...	\$ 12.08	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 11.54	1.63
LABORER: Asphalt Raker.....	\$ 10.05	0.00
LABORER: Common or General.....	\$ 8.75	0.00
LABORER: Pipelayer.....	\$ 10.17	0.00
OPERATOR: Backhoe.....	\$ 12.88	0.00
OPERATOR: Broom.....	\$ 8.00	0.00
OPERATOR: Bulldozer.....	\$ 11.63	0.00
OPERATOR: Grader/Blade.....	\$ 11.00	0.00
OPERATOR: Mechanic.....	\$ 13.00	0.00
OPERATOR: Piledriver.....	\$ 12.50	1.23
OPERATOR: Roller.....	\$ 9.31	0.00
OPERATOR: Scraper.....	\$ 10.00	0.00
TRUCK DRIVER.....	\$ 10.00	0.00

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904- NOTICE TO BIDDERS NO. 1260M**

**CODE: (SP)**

**DATE: 8/16/2010**

**SUBJECT: Asphalt Mix Type**

**PROJECT: SP-9392-00(003) / 1007100301 -- Jackson County**

Bidders are hereby that the Summary of Quantity Sheets in the plans indicate the asphalt mix on the project to be an MT mix. This is in error.

**The correct mix type on this project shall be HT.**

Any reference to MT mix in the plans, shall be understood to be HT mix.

Grade, Drain, Bridge, and Paving necessary to reconstruct SR 611 at US 90, known as State Project No. SP-9392-00(003) / 100710301, in the County of Jackson, State of Mississippi.

I (We) agree to complete the entire project within the specified contract time.

**\*\*\* SPECIAL NOTICE TO BIDDERS \*\*\***

**BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED.  
 BIDS WILL NOT BE CONSIDERED UNLESS THE BID CERTIFICATION LOCATED AT THE END OF THE BID SHEETS IS SIGNED**

**\*\*\*BID SCHEDULE\*\*\***

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Item Amount	
						Dollar	Ct	Dollar	Ct
<b>Roadway Items</b>									
0010	201-A001		1	Lump Sum	Clearing and Grubbing	XXXXXXXX	XXX		
0020	202-B043		2	Each	Removal of Flared End Section (All Sizes)				
0030	202-B066		278	Meter	Removal of Pipe (200-mm and above)				
0040	202-B076		160	Meter	Removal of Traffic Stripe				
0050	202-B079		35,816	Square Meter	Removal of Pavement (All Types and Depths)				
0060	202-B094		854	Meter	Removal of Curb & Gutter (All Types)				
0070	202-B179		35	Each	Removal of Existing Sign				
0080	203-G003	(E)	50,674	Cubic Meter	Excess Excavation (FM) (AH)				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0090	206-A001	(S)	1,916	Cubic Meter	Structure Excavation				
0100	211-A001		105,000	Square Meter	Topsoil for Slope Treatment (From Right-of-Way)				
0110	213-C001		20	Metric Ton	Superphosphate				
0120	215-A001		92	Metric Ton	Vegetative Materials for Mulch				
0130	216-A001		258	Square Meter	Solid Sodding				
0140	219-A001		16	thousand liter	Watering	6.	00	96.	00
0150	220-A001		10	Hectare	Insect Pest Control	75.	00	750.	00
0160	221-A001	(S)	84	Cubic Meter	Portland Cement Concrete Paved Ditch				
0170	224-A001		39,400	Square Meter	Soil Reinforcing Mat				
0180	235-A001		430	Bale	Temporary Erosion Checks				
0190	239-A001		700	Meter	Temporary Slope Drains				
0200	305-B001	(GM)	80	Cubic Meter	Size I Stabilizer Aggregate, Coarse (LVM)				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0210	406-A001		23,763	Square Meter	Cold Milling of Bituminous Pavement (All Depths)				
0220	406-B001		300	Square Meter	Cold Milling of Concrete Pavement (All Depths)				
0230	501-E001		66	Meter	Expansion Joints (Without Dowels)				
0240	502-A002	(C)	398	Square Meter	Reinforced Cement Concrete Bridge End Pavement (225 mm)				
0250	602-A001	(S)	8,731	Kilogram	Reinforcing Steel				
0260	603-C-A090	(S)	350	Meter	450-mm Reinforced Concrete Pipe, Class III (Rubber Type Gaskets)				
0270	603-C-A091	(S)	108	Meter	600-mm Reinforced Concrete Pipe, Class III (Rubber Type Gaskets)				
0280	603-C-A093	(S)	15	Meter	900-mm Reinforced Concrete Pipe, Class III (Rubber Type Gaskets)				
0290	603-C-A094	(S)	41	Meter	1050-mm Reinforced Concrete Pipe, Class III (Rubber Type Gaskets)				
0300	603-C-A102	(S)	43	Meter	450-mm Reinforced Concrete Pipe, Class IV (Rubber Type Gaskets)				
0310	603-C-A107	(S)	249	Meter	1650-mm Reinforced Concrete Pipe, Class III (Rubber Type Gasket)				
0320	603-C-A112	(S)	49	Meter	450-mm Reinforced Concrete Pipe, Class V (Rubber Type Gaskets)				



Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0330	603-C-B001	(S)	16	Each	450-mm Reinforced Concrete End Section				
0340	603-C-B002	(S)	4	Each	600-mm Reinforced Concrete End Section				
0350	603-C-B004	(S)	4	Each	900-mm Reinforced Concrete End Section				
0360	603-C-B005	(S)	2	Each	1050-mm Reinforced Concrete End Section				
0370	603-C-B009	(S)	6	Each	1650-mm Reinforced Concrete End Section				
0380	603-C-E040	(S)	456	Meter	560-mm x 345-mm Concrete Arch Pipe, Class A III (Flexible Plastic Gaskets)				
0390	603-C-F001	(S)	11	Each	560-mm x 345-mm Concrete Arch Pipe End Section				
0400	603-S-B052	(S)	2	Each	450-mm Branch Connections (Stub into 1650-mm Concrete Pipe)				
0410	604-A001		3,459	Kilogram	Castings				
0420	604-B001		2,595	Kilogram	Gratings				
0430	605-O004	(S)	870	Meter	150-mm Perforated Sewer Pipe for Underdrains (SDR 35)				
0440	605-P004	(S)	259	Meter	150-mm Non-perforated Sewer Pipe for Underdrains (SDR 35)				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0450	605-W001	(GM )	140	Cubic Meter	Filter Material for Combination Storm Drain &/or Underdrains, Type A (FM)				
0460	605-W002	(GM )	152	Cubic Meter	Filter Material for Combination Storm Drain &/or Underdrains, Type B (FM)				
0470	605-X005	(GM )	11,705	Cubic Meter	Filter Material for Filter Beds, Type C				
0480	606-B001		153	Meter	Guard Rail (Class A, Type 1)				
0490	606-C003		1	Each	Guard Rail, Cable Anchor, Type 1				
0500	606-D012		2	Each	Guard Rail, Bridge End Section, Type I				
0510	609-D007	(S )	6,484	Meter	Combination Concrete Curb and Gutter Type 2 Modified				
0520	615-A016	(S )	12	Meter	Concrete Bridge End Barrier, 850-mm				
0530	616-A001	(S )	11,568	Square Meter	Concrete Median and/or Island Pavement (100-mm)				
0540	616-A003	(S )	74	Square Meter	Concrete Median and/or Island Pavement (250-mm)				
0550	618-A001		1	Lump Sum	Maintenance of Traffic	XXXXXXXXX	XXX		
0560	619-D1001		15	Square Meter	Standard Roadside Construction Signs (less than 0.9 square meter)				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0570	619-D2001		86	Square Meter	Standard Roadside Construction Signs (0.9 square meter or more)				
0580	619-G4001		220	Meter	Barricades (Type III) (Single Faced)				
0590	619-G4002		15	Meter	Barricades (Type III) (Single Faced) (Permanent)				
0600	619-G4005		18	Meter	Barricades (Type III) (Double Faced)				
0610	619-G5001		305	Each	Free Standing Plastic Drums				
0620	620-A001		1	Lump Sum	Mobilization	XXXXXXXX	XXX		
0630	630-A001		9	Square Meter	Standard Roadside Signs (Sheet Aluminum, 2.03-mm Thickness)				
0640	630-A002 Changed 08/16/2010		48	Square Meter	Standard Roadside Signs (Sheet Aluminum, 3.18-mm Thickness)				
0650	630-B001		95	Square Meter	Interstate Directional Signs (Bolted Extruded Aluminum Panels, Ground Mounted)				
0660	630-B002 Changed 08/16/2010		60	Square Meter	Interstate Directional Signs (Bolted Extruded Aluminum Panels, Overhead Mounted)				
0670	630-B003	(S)	34	Square Meter	Interstate Directional Signs (Bolted Extruded Aluminum Panels, Bridge Mounted)				
0680	630-C001		2	Meter	Steel U-Section Posts (2.97 kg/m)				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0690	630-C003		240	Meter	Steel U-Section Posts (4.46 kg/m)				
0700	630-D003		36	Meter	Structural Steel Beams (W150 x 18)				
0710	630-D017		35	Meter	Structural Steel Beams (W250 x 38.7)				
0720	630-D018		75	Meter	Structural Steel Beams (W310 x 38.7)				
0730	630-E006 Changed 08/16/2010		252	Kilogram	Structural Steel Angles & Bars (11 mm x 65 mm Flat Bars)				
0740	630-E005		207	Kilogram	Structural Steel Angles & Bars (102 mm x 102 mm x 7.9 mm Angles)				
0750	630-E007		44	Kilogram	Structural Steel Angles & Bars (76 mm x 76 mm x 6.4 mm Angles)				
0760	630-F001		22	Each	Delineators (Guard Rail)(White)				
0770	630-F006		85	Each	Delineators (Post Mounted)(Single White)				
0780	630-F007		31	Each	Delineators (Post Mounted)(Single Yellow)				
0790	630-F008		195	Each	Delineators (Post Mounted)(Double White)				
0800	630-F009		10	Each	Delineators (Post Mounted)(Double Yellow)				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0810	630-G001		4	Each	Type 3 Object Markers (OM-3R or OM-3L) Post Mounted				
0820	630-K001		5	Meter	Welded & Seamless Steel Pipe Posts (DN 75)				
0830	630-K002		30	Meter	Welded & Seamless Steel Pipe Posts (DN 90)				
0840	630-K003		111	Meter	Welded & Seamless Steel Pipe Posts (DN 100)				
	Changed 08/16/2010								
0845	646-A001		1	Lump Sum	Removal of Existing Traffic Signal Equipment	XXXXXXXXXX	XXX		
	Added 08/16/2010								
0850	815-A005	(S)	810	Metric Ton	Loose Riprap, (Size 45 kg)				
0860	815-A007	(S)	320	Metric Ton	Loose Riprap, (Size 136 kg)				
0870	907-203-EX002	(E)	318,396	Cubic Meter	Borrow Excavation (AH)(FME) (Class B4)				
0880	907-207-A001		6	Each	Settlement Plate				
0890	907-209-A004		101,025	Square Meter	Geotextile Fabric Stabilization (Type V Non-Woven)				
0900	907-209-A006		4,900	Square Meter	Geotextile Fabric Stabilization (Type VIII)				
0910	907-209-A007		7,400	Square Meter	Geotextile Fabric Stabilization (Type IX)				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0920	907-209-A008		4,230	Square Meter	Geotextile Fabric Stabilization (Type X)				
0930	907-209-A009		1,500	Square Meter	Geotextile Fabric Stabilization (Type XI)				
0940	907-209-A010		3,250	Square Meter	Geotextile Fabric Stabilization (Type XII)				
0950	907-217-A001		1,465	Square Meter	Ditch Liner				
0960	907-223-A001		1	Hectare	Mowing	100.	00	100.	00
0970	907-225-A001		20	Hectare	Grassing				
0980	907-225-B001		138	Metric Ton	Agricultural Limestone				
0990	907-226-A002		10	Hectare	Temporary Grassing				
1000	907-234-A002		8,030	Meter	Temporary Silt Fence				
1010	907-234-D001		1	Each	Inlet Siltation Guard				
1020	907-237-A002		400	Meter	Wattles, 500-mm				
1030	907-241-A001		18	Each	Floc Blocks				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
1040	907-245-A001		150	Meter	Triangular Silt Dike				
1050	907-246-A001		1,850	Meter	Sandbags				
1060	907-304-A001	(GM)	9,047	Cubic Meter	Granular Material (Class 6, Group C)				
1070	907-304-I004	(GT)	50,422	Metric Ton	Crushed Stone Base (Size 610)				
1080	907-307-C001	(M)	2,622	Square Meter	150-mm Soil-Lime-Water Mixing (Class C)				
1090	907-307-D001		340	Metric Ton	Lime				
1100	907-407-A001	(A2)	79,820	Liter	Asphalt for Tack Coat				
1110	907-413-H001		65	Meter	Sawing and Sealing Transverse Joints in Asphalt Pavment				
1120	907-423-A001		5	Kilometer	Rumble Strips (Ground In)				
1130	907-501-K001		398	Square Meter	Transverse Grooving				
1140	907-601-B001	(S)	76	Cubic Meter	Class "B" Structural Concrete, Minor Structures				
1150	907-603-ALT01	(S)	24	Meter	450-mm Type A Alternate Pipe				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
1160	907-603-ALT13	(S)	19	Meter	900-mm Type A Alternate Pipe				
1170	907-605-AA004	(S)	1,812	Square Meter	Geotextile for Subsurface Drainage, Type III				
1180	907-606-F004		2	Each	Guard Rail, Terminal End Section, Flared				
1190	907-606-F005		1	Each	Guard Rail, Terminal End Section, Non-Flared				
1200	907-610-A001		86,746	Meter	Drainage Wicks				
1210	907-617-A003		40	Each	Right-of-Way Marker				
1220	907-619-A1002		433	Meter	Temporary Traffic Stripe (Continuous White) (Type 1 Tape)				
1230	907-619-A1010		8	Kilometer	Temporary Traffic Stripe (Continuous White)				
1240	907-619-A2002		433	Meter	Temporary Traffic Stripe (Continuous Yellow) (Type 1 Tape)				
1250	907-619-A2010		9	Kilometer	Temporary Traffic Stripe (Continuous Yellow)				
1260	907-619-A3005		10	Kilometer	Temporary Traffic Stripe (Skip White)				
1270	907-619-A3009		964	Meter	Temporary Traffic Stripe, Skip White, Type 1 Tape				



Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price	Bid Amount
1280	907-619-A4006		531	Meter	Temporary Traffic Stripe, Skip Yellow		
1290	907-619-A5005		3,595	Meter	Temporary Traffic Stripe (Detail)		
1300	907-619-A6010		193	Square Meter	Temporary Traffic Stripe (Legend)		
1310	907-619-F1001		100	Meter	Portable Median Barrier		
1320	907-622-B002		1	Each	Engineer's Field Office Building (Type 3 LO)		
1330	907-626-AA003		8	Kilometer	150-mm Thermoplastic Traffic Stripe (Skip White) (2.25-mm min)		
1340	907-626-CC004		7	Kilometer	150-mm Thermoplastic Double Drop Edge Stripe (Continuous White) (2.25-mm min)		
1350	907-626-DD002		252	Meter	150-mm Thermoplastic Traffic Stripe (Skip Yellow) (2.25-mm min)		
1360	907-626-EE004		2	Kilometer	150-mm Thermoplastic Traffic Stripe (Continuous Yellow) (2.25-mm min)		
1370	907-626-FF005		4	Kilometer	150-mm Thermoplastic Double Drop Edge Stripe (Continuous Yellow) (2.25-mm min)		
1380	907-626-GG007		7,252	Meter	Thermoplastic Detail Stripe (150-mm Equivalent Length) (White) (3.00-mm min.)		
1390	907-626-GG008		1,738	Meter	Thermoplastic Detail Stripe (150-mm Equivalent Length) (Yellow) (3.00-mm min.)		

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
1400	907-626-HH004		205	Meter	Thermoplastic Legend (White) (3.00-mm min)				
1410	907-626-HH005		150	Square Meter	Thermoplastic Legend (White) (3.00-mm min)				
1420	907-627-J001		30	Each	Two-Way Clear Reflective High Performance Raised Markers				
1430	907-627-K001		1,043	Each	Red-Clear Reflective High Performance Raised Markers				
1440	907-627-L001		164	Each	Two-Way Yellow Reflective High Performance Raised Markers				
1450	907-628-II001		740	Meter	150-mm High Performance Cold Plastic Traffic Stripe (Skip White)				
1460	907-628-KK001		433	Meter	150-mm High Performance Cold Plastic Edge Stripe (Continuous White)				
1470	907-628-NN001		433	Meter	150-mm High Performance Cold Plastic Edge Stripe (Continuous Yellow)				
1480	907-628-OO001		21	Meter	High Performance Cold Plastic Detail Stripe (150-mm Equivalent Length((White)				
1490	907-630-I002		1	Lump Sum	Metal Overhead Sign Supports (Assembly No. 1) (Contractor Designed)	XXXXXXXXXX	XXX		
1500	907-630-I004		1	Lump Sum	Metal Overhead Sign Supports (Assembly No. 2) (Contractor Designed)	XXXXXXXXXX	XXX		
1510	907-630-I007				Deleted 08/16/2010	XXXXXXXXXX	XXX	XXXXXXXXXX	XXX

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
1520	907-630-J004		1	Lump Sum	Overhead Sign Supported on Bridge (Assembly No 4) (Contractor Designed)	XXXXXXXXXX	XXX		
1525	907-630-J005 Added 08/16/2010		1	Lump Sum	Overhead Sign Supported on Bridge (Assembly No 5) (Contractor Designed)	XXXXXXXXXX	XXX		
1526	907-635-A001 Added 08/16/2010		1,139	Meter	Vehicle Loop Assemblies				
1530	907-636-A001 Changed 08/16/2010		3,000	Meter	Shielded Cable, AWG #18, 4 Conductor				
1540	907-639-A020 Deleted 08/16/2010					XXXXXXXXXX	XXX	XXXXXXXXXX	XXX
1550	907-639-A027 Changed 08/16/2010		1	Each	Traffic Signal Equipment Pole (Type II) (5.0-m Shaft) (12.0mm Arm)				
1560	907-639-A022 Deleted 08/16/2010					XXXXXXXXXX	XXX	XXXXXXXXXX	XXX
1570	907-639-A028 Changed 08/16/2010		3	Each	Traffic Signal Equipment Pole (Type II) (5.0-m Shaft) (15.0mm Arm)				
1580	907-639-A029 Changed 08/16/2010		1	Each	Traffic Signal Equipment Pole (Type III) (5.0 m Shaft) (6.0 m & 18.0 m Arms)				
1590	907-639-A030 Changed 08/16/2010		1	Each	Traffic Signal Equipment Pole (Type III) (5.0 m Shaft) (7.0 m & 20.0 m Arms)				
1600	907-639-A026 Deleted 08/16/2010					XXXXXXXXXX	XXX	XXXXXXXXXX	XXX
1601	907-639-A031 Added 08/16/2010		2	Each	Traffic Signal Equipment Pole (Type IV) (9.0 m Shaft) (12.0m Arm)				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
1602	907-639-A032		1	Each	Traffic Signal Equipment Pole (Type IV) (9.0 m Shaft) (13.0m Arm)				
	Added 08/16/2010								
1603	907-639-A033		1	Each	Traffic Signal Equipment Pole (Type IV) (9.0 m Shaft) (13.0m & 15.0 m Arm)				
	Added 08/16/2010								
1604	907-639-A034		1	Each	Traffic Signal Equipment Pole (Type IV) (9.0 m Shaft) (17.0m & 20.0 m Arm)				
	Added 08/16/2010								
1610	907-639-C004					XXXXXXXXXX	XXX	XXXXXXXXXX	XXX
	Deleted 08/16/2010								
1620	907-639-C005		32	Cubic Meter	Pole Foundations, 900-mm Diameter				
	Changed 08/16/2010								
1630	907-639-D004					XXXXXXXXXX	XXX	XXXXXXXXXX	XXX
	Deleted 08/16/2010								
1640	907-639-D005		51	Meter	Slip Casing, 900-mm Diameter				
	Changed 08/16/2010								
1650	907-640-B001		18	Each	Traffic Signal Heads (Type 1) LED				
1660	907-640-B006		9	Each	Traffic Signal Heads (Type 7) LED				
1670	907-640-B009		6	Each	Traffic Signal Heads (Type 4) LED				
1680	907-648-A001		3	Each	Radio Interconnect (Installed in New Controller Cabinet)				
1690	907-690-A001		13,200	Kilogram	Portland Cement Grout for Plugging Abandoned Wells				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
1700	907-699-A001		1	Lump Sum	Roadway Construction Stakes	XXXXXXXXXX	XXX		
1710	907-815-E001	(S)	1,128	Square Meter	Geotextile Fabric under Riprap				
1720	907-899-A001		1	Lump Sum	Railway Highway Provisions	XXXXXXXXXX	XXX		
1730	908-635-A001		2,640	Meter	Vehicle Loop Assemblies				
1740	908-638-A005		12	Each	Loop Detector Amplifier, (4 Channel)				
1745	907-640-B004		2	Each	Traffic Signal Heads (Type 3) LED				
	Added 08/16/2010								
1750	908-642-A007		4	Each	Solid State Traffic Actuated Controllers (Type 8A)				
1760	908-643-A001		1	Each	Closed Loop On-Street Master System				
1770	908-647-A001		17	Each	Pullbox (Type 1)				
1780	908-647-A002		16	Each	Pullboxes (Type 2)				
1790	908-666-B018		906	Meter	Electric Cable (Underground in Conduit)(IMSA 20-1)(AWG 14), 7 Conductor				
1800	908-666-B035					XXXXXXXXXX	XXX	XXXXXXXXXX	XXX
	Deleted 08/16/2010								

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
1810	908-668-A013		788	Meter	Traffic Signal Conduit (Underground) (Type IV) (DN 25)				
1820	908-668-A016		662	Meter	Traffic Signal Conduit (Underground) (Type IV) (DN 50)				
1830	908-668-A018		51	Meter	Traffic Signal Conduit (Underground) (Type IV) (DN 75)				
1840	908-668-B013 Deleted 08/16/2010					XXXXXXXXXX	XXX	XXXXXXXXXX	XXX
1850	908-668-B016		194	Meter	Traffic Signal Conduit (Underground Drilled or Jacked)(Type IV)(DN 50)				
1860	908-668-B018		289	Meter	Traffic Signal Conduit (Underground Drilled or Jacked)(Type IV)(DN 75)				
1870	908-668-C002 Deleted 08/16/2010					XXXXXXXXXX	XXX	XXXXXXXXXX	XXX
1880	908-679-A009		100	Meter	Underground Branch Circuit (AWG 2) (3 Conductor)				
1890	908-679-A024		1,210	Meter	Underground Branch Circuit (AWG 8) (3 Conductor)				
1900	908-679-C023		153	Meter	Structure Mounted Branch Circuit (AWG 8) (3 Conductor)				
1910	908-679-D001		6	Each	Underground Pull Boxes				
1920	908-679-E001		1	Each	Secondary Power Controllers				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
1930	908-679-G040		5	Each	Lighting Assemblies - High Mast Type 36-6				
1940	908-679-I010		12	Each	Underpass Lighting Assemblies Type UP				
1950	908-679-J007		45	Meter	Slip Casing (1500-mm Diameter)				
1960	908-679-K008		97	Cubic Meter	Pole Foundation (1500-mm Diameter)				
<b>ALTERNATE GROUP AA NUMBER 1</b>									
1970	907-308-A001		213	Metric Ton	Portland Cement				
1980	907-308-B001	(M)	23,594	Square Meter	Soil-Cement-Water Mixing, (Optional Mixers) (Design Soil)				
<b>ALTERNATE GROUP AA NUMBER 2</b>									
1990	907-311-A002	(M)	23,594	Square Meter	Processing Lime and Fly Ash Treated Course, 150 mm Thick				
2000	907-311-B001		170	Metric Ton	Lime				
2010	907-311-C003		680	Metric Ton	Fly Ash, Class C or F				
<b>ALTERNATE GROUP BB NUMBER 1</b>									
2020	907-403-A007	(BA1)	36,317	Metric Ton	Hot Mix Asphalt, MT, 19-mm mixture				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
2030	907-403-D002	(BA1)	11,707	Metric Ton	Hot Mix Asphalt, HT, 12.5-mm mixture, Polymer Modified				
<b>ALTERNATE GROUP BB NUMBER 2</b>									
2040	907-403-M002	(BA1)	36,317	Metric Ton	Warm Mix Asphalt, MT, 19-mm mixture				
2050	907-403-P002	(BA1)	11,707	Metric Ton	Warm Mix Asphalt, HT, 12.5-mm mixture, Polymer Modified				
<b>Bridge Items</b>									
2060	607-B021		72	Meter	2400-mm Type I Chain Link Fence (Class II)				
2070	801-A001	(S)	1,411	Cubic Meter	Foundation Excavation for Bridges				
2080	805-A001	(S)	357,124	Kilogram	Reinforcement				
2090	813-A001	(S)	432	Meter	Concrete Railing				
2100	815-D001	(S)	185	Cubic Meter	Concrete Slope Paving				
2110	907-501-K001		5,962	Square Meter	Transverse Grooving				
2120	907-803-E001	(S)	6,594	Meter	400-mm x 400-mm Prestressed Concrete Piling				
2130	907-803-I001	(S)	5	Each	PDA Test Pile				



Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
2140	907-803-J001	(S)	1	Each	Pile Restrike				
2150	907-804-A001	(S)	2,931	Cubic Meter	Bridge Concrete (Class AA)				
2160	907-804-C106	(S)	3,433	Meter	36-m Prestressed Concrete Beam, Type BT-1830				
2170	907-810-A001	(S)	11,240	Kilogram	Structural Steel				

\*\*\* BID CERTIFICATION \*\*\*

TOTAL BID.....\$\_\_\_\_\_

\*\*\* SIGNATURE STATEMENT \*\*\*

BIDDER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFIED THAT THE FIGURES SHOWN THEREIN CONSTITUTE THEIR OFFICIAL BID.

\_\_\_\_\_  
BIDDER'S SIGNATURE

\_\_\_\_\_  
BIDDER'S COMPANY

\_\_\_\_\_  
BIDDER'S FEDERAL TAX ID NUMBER