

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 7/10/2012 ADDENDUM NO. DATED
 ADDENDUM NO. DATED ADDENDUM NO. DATED

Number	Description
1	Revised Table of Contents, replace same; Revised FHWA 1273, replaces same; Revised 1273 Executive Order, replaces same; Add Supplement to SP 907-102-8; Replace Bidsheets with same; 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.

Revised 09/21/2005

STP-0029-03(013) / 102556315

Marshall County(ies)

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

TABLE OF CONTENTS

PROJECT: STP-0029-03(013) / 102556315 – Marshall County

901--Advertisement

904--Notice to Bidders:	Governing Specs. - # 1
	Final Cleanup - # 3
	Quantity for Fillet Concrete - # 6
	Fiber Reinforced Concrete - # 640
	Disadvantaged Business Enterprise, <u>W/Supplement</u> - # 696
	Payroll Requirements - # 883
	Errata & Modifications to 2004 Standard Specifications - # 1405
	Railway-Highway Provision, <u>W/ Supplement</u> - # 1727
	Safety Apparel - # 1808
	Federal Bridge Formula - # 1928
	Department of Labor Ruling - # 2239
	Exposure to Moderate Sulfate Areas Below Ground Level - # 2367
	Status of ROW, <u>W/Attachments</u> - # 2382
	DBE Forms, Participation, and Payment - # 2596
	Non-Quality Control/Quality Assurance Concrete - # 2818
	Reduced Speed Limit Signs - # 2937
	Alternate Asphalt Mixture Bid Items - # 3039
	Temporary Traffic Paint - # 3131
	Warm Mix Asphalt (WMA) - # 3242
	DUNS Requirement for Federal Funded Projects - # 3414
	Questions Regarding Bidding - # 3425
	Storm Water Discharge Associated with Construction Activities (≥ 5 Acres) - # 3581
	Additional Erosion Control Requirements - # 3612
	Type III Barricade Rails - # 3655
	Petroleum Products Base Price - # 3893
	Contract Time - # 3958
	Specialty Items - # 3959
	Placement of Fill Material in Federally Regulated Areas - # 3960
	Self-Consolidating Concrete for Drilled Shafts - # 3963
	Drill Shaft and Column Spiral Reinforcing Grade - # 3964
	Steel Pile Grade - # 3965
	Cooperation Between Contractors - # 3984
	Finish Grades - # 3985
	Overhead Sign Support Designs - # 3986
	Silt Fence Reinforcement - # 3987
	Seismic Piling - # 3988
906:	Required Federal Contract Provisions -- FHWA-1273, <u>W/ Supplements</u>
907-101-4:	Definitions
907-102-8:	Bidding Requirements and Conditions, <u>W/ Supplements</u>
907-103-8:	Award and Execution of Contract
907-104-1:	Partnering Process
907-104-4:	Disposal of Materials
907-105-6:	Control of Work, <u>W/ Supplement</u>
907-107-9:	Legal Relations & Responsibility to Public, <u>W/ Supplement</u>
907-107-10:	Contractor's Erosion Control Plan
907-108-24:	Prosecution and Progress

-- CONTINUED ON NEXT PAGE --

PAGE 2 - PROJECT: STP-0029-03(013) / 102556315 – Marshall County

- 907-109-5: Measurement and Payment, W/ Supplement
- 907-110-2: Wage Rates
- 907-225-3: Grassing
- 907-226-2: Temporary Grassing
- 907-227-10: Hydroseeding
- 907-237-4: Wattles
- 907-245-2: Triangular Silt Dikes
- 907-246-3: Sandbags & Rockbags
- 907-247-1: Temporary Stream Diversion
- 907-249-1: Riprap for Erosion Control
- 907-304-13: Granular Courses
- 907-310-1: Stabilizer Aggregate
- 907-401-2: Hot Mix Asphalt (HMA), W/ Supplement
- 907-401-4: Warm Mix Asphalt (WMA), W/ Supplement
- 907-403-4: Hot Mix Asphalt (HMA), W/ Supplement
- 907-403-9: Warm Mix Asphalt (WMA), W/ Supplement
- 907-407-1: Tack Coat
- 907-601-1: Structural Concrete
- 907-603-8: Culverts and Storm Drains
- 907-605-3: Underdrains
- 907-617-2: Right-Of-Way Markers
- 907-618-4: Placement of Temporary Traffic Stripe
- 907-626-15: Thermoplastic Traffic Marking
- 907-630-9: Contractor Designed Overhead Sign Supports
- 907-631-1: Flowable Fill
- 907-699-4: Construction Stakes
- 907-701-4: Hydraulic Cement
- 907-702-3: Polymer Modified Cationic Emulsified Asphalt
- 907-703-10: Aggregates
- 907-707-4: Rubber Type Gaskets
- 907-708-5: Non Metal Drainage Structures, W/ Supplement
- 907-709-1: Metal Pipe
- 907-710-1: Fast Drying Solvent Traffic Paint
- 907-711-4: Synthetic Structural Fiber Reinforcement
- 907-713-2: Admixtures for Concrete, W/ Supplement
- 907-714-6: Miscellaneous Materials
- 907-715-3: Roadside Development Materials
- 907-720-1: Pavement Marking Materials
- 907-803-2: Maturity Meters in Drilled Shafts, W/ Supplement
- 907-804-13: Concrete Bridges and Structures, W/ Supplement
- 907-899-2: Railway-Highway Provisions

- 906-7: Training Special Provision

SECTION 905 - PROPOSAL,
PROPOSAL BID SHEETS,
COMBINATION BID PROPOSAL,
CERTIFICATION OF PERFORMANCE - PRIOR FEDERAL-AID CONTRACTS,
CERTIFICATION REGARDING NON-COLLUSION, DEBARMENT AND SUSPENSION,
SECTION 902 - CONTRACT FORM, AND SECTION 903 - CONTRACT BOND FORMS,
PILE DRIVING FORM,
OCR-485.

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

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

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 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 1(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 paragraph 1.d. of this section; 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 paragraph 1.b. of this section) 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.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, 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. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer 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 the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, 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.

c. 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.

d. 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.

2. Withholding

The contracting agency 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, the contracting agency 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 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.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. 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 the contracting agency for transmission to the State DOT, the FHWA 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 section 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 the contracting agency..

(2) 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:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) 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 Regulations, 29 CFR part 3;

(iii) 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.

(3) 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 paragraph 3.b.(2) of this section.

(4) 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.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, 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, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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

a. Apprentices (programs of the USDOL).

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.

b. Trainees (programs of the USDOL).

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 classification of 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.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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 shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 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.

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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. 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).

b. 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).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. 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 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 the clause set forth in paragraph (1.) 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 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 paragraph (1.) of this section, 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 forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency 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 in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section 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 paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**NOTICE OF REQUIREMENTS FOR AFFIRMATIVE
ACTION TO ENSURE EQUAL EMPLOYMENT
OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goal for female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work, is 6.9%.

Until further notice	Goals for minority participation for each trade (percent)
SHSA Cities:	
Pascagoula - Moss Point -----	16.9
Biloxi - Gulfport -----	19.2
Jackson -----	30.3
SMSA Counties:	
Desoto-----	32.3
Hancock, Harrison, Stone -----	19.2
Hinds, Rankin-----	30.3
Jackson -----	16.9
Non-SMSA Counties:	
George, Greene -----	26.4
Alcorn, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Clay, Coahoma, Grenada, Itawamba, Lafayette, Lee, Leflore, Marshall, Monroe, Montgomery, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Washington, Webster, Yalobusha -----	26.5
Attala, Choctaw, Claiborne, Clarke, Copiah, Covington, Franklin, Holmes, Humphreys, Issaquena, Jasper, Jefferson, Jefferson Davis, Jones Kemper, Lauderdale, Lawrence, Leake, Lincoln, Lowndes, Madison, Neshoba, Newton, Noxubee, Oktibbeha, Scott, Sharkey, Simpson, Smith, Warren, Wayne, Winston, Yazoo-----	32.0
Forrest, Lamar, Marion, Pearl River, Perry, Pike, Walthall -----	27.7
Adams, Amite, Wilkinson-----	30.4

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4.2(d). Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor, estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is to the county and city (if any), stated in the advertisement.

5. The notification required in Paragraph 3 shall be addressed to the following:

Contract Compliance Officer
Mississippi Department of Transportation
P.O. Box 1850
Jackson, Mississippi 39215-1850

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO SPECIAL PROVISION NO. 907-102-8

DATE: 07/10/2012

SUBJECT: Bidding Requirements and Conditions

Delete Subsection 907-102.06 on page 1, and substitute the following.

907-102.06--Preparation of Proposal. Delete the first, fifth, sixth, and seventh paragraphs of Subsection 102.06 on pages 17 & 18, and substitute the following.

The bidder's complete original proposal shall be submitted upon the forms (Certification of Performance, Certification Regarding Non-Collusion, etc.) furnished by the Department and shall include Expedite Bid printed bid sheets along with the bid data on the MDOT-supplied USB Flash Drive. Expedite Bid System (EBS) files shall be downloaded from the Department's website www.goMDOT.com. In case of discrepancy between a unit price and the extension, the unit price will govern and the extension along with the total amount of the proposal will be corrected.

Bid sheets generated by the Department's Electronic Bid System (Transport Expedite Bid) along with a completed proposal package (with all forms completed and signed) will constitute the official bid and shall be signed on the last sheet of the Expedite Bid generated bid sheets and delivered to the Department in accordance with the provisions of Subsection 102.09. Bids submitted using any other form, format or means will result in an irregular bid. **Handwritten bids will no longer be an accepted method for submission.**

Bidders are cautioned that using other versions of the Expedite Bid may result in improperly printed bid sheets. The correct version of Expedite Bid can be obtained at no cost from the MDOT Contract Administration Division or at the MDOT website, www.gomdot.com. The current version of Expedite Bid is also included on the MDOT-supplied USB Flash Drive.

The Expedite Bid generated bid sheets should be stapled together in order beginning with page 1, signed and included in the bid proposal package in the sealed envelope. Only the Expedite Bid generated sheets will be recognized as the official bid. The MDOT-provided USB Flash Drive containing the information printed on the Expedite Bid generated bid sheets should be placed in the padded envelope included with the bid proposal package and enclosed in the sealed envelope. Bid sheets printed from Expedite Bid should be a representation of the data returned on the flash drive. To have a true representation of the bid sheets, the Bidder must copy the EBS and EBS amendment files used to prepare the bid sheets to the flash drive. Otherwise, the unit prices bid will not be recorded to the flash drive. Bidders are cautioned that failure to follow proper flash drive handling procedures could result in the Department being unable to process the flash drive. Any modification or manipulation of the data contained on the flash drive, other than entering unit bid prices and completing all required Expedite Bid sections, will not be allowed and will cause the Contractor's bid to be considered irregular.

Construction of SR 304/I-269 from Station 835+00 to Mason Road, known as Federal Aid Project No. STP-0029-03(013) / 102556315 in Marshall County

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 PRICE 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
Roadway Items									
0010	201-A001		1	Lump Sum	Clearing and Grubbing	XXXXXXXX	XXX		
0020	202-B005		2,420	Square Yard	Removal of Asphalt Pavement, All Depths				
0030	202-B019		2	Each	Removal of Concrete Headwall				
0040	202-B064		96	Linear Feet	Removal of Pipe, 8" And Above				
0050	202-B076		9,000	Linear Feet	Removal of Traffic Stripes				
0060	202-B142		1	Each	Removal of Junction Box				
0070	202-B292		4	Each	Removal of Septic Tank, All Sizes				
0080	203-A003	(E)	16,925	Cubic Yard	Unclassified Excavation, FM, AH				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0090	203-EX017	(E)	727,981	Cubic Yard	Borrow Excavation, AH, FME, Class B9				
0100	203-G004	(E)	2,500	Cubic Yard	Excess Excavation, LVM, AH				
0110	206-A001	(S)	487	Cubic Yard	Structure Excavation				
0120	209-A004		14,752	Square Yard	Geotextile Stabilization Type V Non-Woven				
0130	211-B001	(E)	1,500	Cubic Yard	Topsoil for Slope Treatment Contractor Furnished				
0140	212-B001		1,040	Square Yard	Standard Ground Preparation				
0150	213-B001		1	Ton	Combination Fertilizer 13-13-13				
0160	213-C001		1	Ton	Superphosphate				
0170	215-A001		268	Ton	Vegetative Materials for Mulch				
0180	216-A001		1,040	Square Yard	Solid Sodding				
0190	217-A001		1,233	Square Yard	Ditch Liner				
0200	219-A001		21	Thousand Gallon	Watering	20.	00	420.	00

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0210	220-A001		34	Acre	Insect Pest Control	30.	00	1,020.	00
0220	221-A001	(S)	190	Cubic Yard	Portland Cement Concrete Paved Ditch				
0230	223-A001		67	Acre	Mowing	40.	00	2,680.	00
0240	224-A001		552	Square Yard	Soil Reinforcing Mat				
0250	234-A001		3,163	Linear Feet	Temporary Silt Fence				
0260	235-A001		396	Bale	Temporary Erosion Checks				
0270	236-A004		3	Each	Silt Basin, Type B				
0280	236-B004			Each	Maintenance and Removal of Existing Silt Basins, Type D				
0290	239-A001		1,800	Linear Feet	Temporary Slope Drains				
0300	406-A001		3,660	Square Yard	Cold Milling of Bituminous Pavement, All Depths				
0310	503-C007		3,118	Linear Feet	Saw Cut, Full Depth				
0320	602-A001	(S)	1,085	Pounds	Reinforcing Steel				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price	Bid Amount
0330	603-CA002	(S)	140	Linear Feet	18" Reinforced Concrete Pipe, Class III		
0340	603-CA003	(S)	260	Linear Feet	24" Reinforced Concrete Pipe, Class III		
0350	603-CA004	(S)	240	Linear Feet	30" Reinforced Concrete Pipe, Class III		
0360	603-CA014	(S)	112	Linear Feet	18" Reinforced Concrete Pipe, Class IV		
0370	603-CA040	(S)	232	Linear Feet	30" Reinforced Concrete Pipe, Class IV, Class B Bedding		
0380	603-CA041	(S)	92	Linear Feet	36" Reinforced Concrete Pipe, Class IV, Class B Bedding		
0390	603-CB001	(S)	3	Each	18" Reinforced Concrete End Section		
0400	603-CB002	(S)	2	Each	24" Reinforced Concrete End Section		
0410	603-CB003	(S)	2	Each	30" Reinforced Concrete End Section		
0420	603-CB004	(S)	1	Each	36" Reinforced Concrete End Section		
0430	603-CE006	(S)	4	Linear Feet	58" x 36" Concrete Arch Pipe, Class A III		
0440	603-CF006	(S)	1	Each	58" x 36" Concrete Arch Pipe End Section		

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price	Bid Amount
0450	604-B001		2,000	Pounds	Gratings		
0460	605-AA003	(S)	380	Square Yard	Geotextile for Subsurface Drainage, Type III		
0470	605-W001	(GY)	32	Cubic Yard	Filter Material for Combination Storm Drain and/or Underdrains, Type A, FM		
0480	605-W002	(GY)	35	Cubic Yard	Filter Material for Combination Storm Drain and/or Underdrains, Type B, FM		
0490	606-B005		988	Linear Feet	Guard Rail, Class A, 4' x 4" W' Beam		
0500	606-E003		2	Each	Guard Rail, Terminal End Section, Non-Flared		
0510	607-B006		9,443	Linear Feet	60" Type II Chain Link Fence, Class I		
0520	607-E001		700	Linear Feet	Barbed Wire Fence, Single Strand		
0530	607-G107		4	Each	Gate, 2' x 5' Chain Link		
0540	607-G119		2	Each	Gate, 3' x 52" Chain Link		
0550	607-P1007		8	Each	Line Post, 7' x 1 1/2" Galvanized Steel		
0560	607-P1019		8	Each	Line Post, 14' x 2 1/2" Galvanized Steel		

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0570	607-P2008		103	Each	Brace Post, 7 1/2' x 2" Galvanized Steel				
0580	607-P3003		12	Each	Gate Post, 8' x 2 1/2" Galvanized Steel				
0590	607-Z001		90	Each	Concrete Anchors				
0600	609-D002	(S)	416	Linear Feet	Combination Concrete Curb and Gutter Type 1				
0610	618-A001		1	Lump Sum	Maintenance of Traffic	XXXXXXXX	XXX		
0620	619-A1004		2	Mile	Temporary Traffic Stripe, Continuous White, Paint				
0630	619-A2004		2	Mile	Temporary Traffic Stripe, Continuous Yellow, Paint				
0640	619-A5002		600	Linear Feet	Temporary Traffic Stripe, Dashed, Paint				
0650	619-A6003		285	Linear Feet	Temporary Traffic Stripe, Legend, Paint				
0660	619-C6001		16	Each	Red-Clear Reflective High Performance Raised Marker				
0670	619-C7001		513	Each	Two-Way Yellow Reflective High Performance Raised Marker				
0680	619-D1001		48	Square Feet	Standard Roadside Construction Signs, Less than 10 Square Feet				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
0690	619-D2001		299	Square Feet	Standard Roadside Construction Signs, 10 Square Feet or More				
0700	619-F1001		800	Linear Feet	Concrete Median Barrier, Precast				
0710	619-F2001		400	Linear Feet	Remove and Reset Concrete Median Barrier, Precast				
0720	619-G4004		12	Linear Feet	Barricades, Type II, Single Faced, Permanent, Red/White				
0730	619-G4005		78	Linear Feet	Barricades, Type III, Double Faced				
0740	619-G5001		100	Each	Free Standing Plastic Drums				
0750	619-G7001		3	Each	Warning Lights, Type B				
0760	619-J1005		1	Unit	Impact Attenuator, 45 MPH				
0770	619-J2001		1	Unit	Impact Attenuator, 45 MPH, Replacement Package				
0780	620-A001		1	Lump sum	Mobilization	XXXXXXXX	XXX		
0790	621-A001		1	Each	Field Laboratory				
0800	627-K001		16	Each	Red-Clear Reflective High Performance Raised Markers				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price	Bid Amount	
0810	627-L001		553	Each	Two-Way Yellow Reflective High Performance Raised Markers			
0820	630-A001		42	Square Feet	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness			
0830	630-A002		18	Square Feet	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness			
0840	630-C004		148	Linear Feet	Steel U-Section Posts, 2.0 to 3.5 lb/ft			
0850	630-F001		30	Each	Delineator Guard Post, White			
0860	815-A006	(S)	210	Ton	Loose Riprap, Size 100			
0870	815-A009	(S)	2,625	Ton	Loose Riprap, Size 300			
0880	815-E001	(S)	3,875	Square Yards	Geotextile under Riprap			
0890	815-F002	(S)	15	Ton	Sediment Control Stone			
0900	907-225-A001		67	Acre	Grassing			
0910	907-225-B001		2	Ton	Agricultural Limestone			
0920	907-226-A001		67	Acre	Temporary Grassing			

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price	Bid Amount	
0930	907-237-A002		600	Linear Feet	Wattles, 12"			
0940	907-237-A003		360	Linear Feet	Wattles, 20"			
0950	907-245-A001		2,160	Linear Feet	Triangular Silt Dike			
0960	907-246-A001		360	Linear Feet	Sandbags			
0970	907-247-A001		1	Each	Temporary Stream Diversion			
0980	907-249-B001		105	Cubic Yard	Remove and Replace Riprap			
0990	907-304-B009	(GT)	1,526	Ton	Granular Material, Class 5, Group D			
1000	907-304-C008	(GY)	2,775	Cubic Yard	Granular Material, AEA, Class 5, Group B			
1010	907-304-F002	(GT)	4,209	Ton	Size 60 Crushed Stone Base			
1020	907-310-B002	(GT)	90	Cubic Yard	Size III Stabilizer Aggregate, Coarse			
1030	907-407-A001	(A2)	1,655	Gallon	Asphalt for Tack Coat			
1040	907-601-B003	(S)	16	Cubic Yard	Class "B" Structural Concrete, Minor Structures			

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price	Bid Amount
1050	907-603-ALT01	(S)	92	Linear Feet	18" Type A Alternate Pipe		
1060	907-603-ALT02	(S)	76	Linear Feet	24" Type A Alternate Pipe		
1070	907-603-ALT14	(S)	40	Linear Feet	22" x 13" Type A Alternate Pipe		
1080	907-605-O002	(S)	500	Linear Feet	6" Perforated Sewer Pipe for Underdrains, SDP 35		
1090	907-605-P002	(S)	50	Linear Feet	6" Non-perforated Sewer Pipe for Underdrains, SDP 35		
1100	907-617-A001		53	Each	Right-of-Way Marker		
1110	907-626-C004		1	Mile	6" Thermoplastic Edge Stripe, Continuous White		
1120	907-626-D004		875	Linear Feet	6" Thermoplastic Traffic Stripe, Skip Yellow		
1130	907-626-E004		1	Mile	6" Thermoplastic Traffic Stripe, Continuous Yellow		
1140	907-626-G004		2,070	Linear Feet	Thermoplastic Detail Stripe, White		
1150	907-626-G005		14,214	Linear Feet	Thermoplastic Detail Stripe, Yellow		
1160	907-626-H004		566	Linear Feet	Thermoplastic Legend, White		

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
1170	907-626-H005		180	Square Feet	Thermoplastic Legend, White				
1180	907-630-J001		1	Lump Sum	Overhead Sign Supported on Bridge Assembly No. 1, Contractor Designed	XXXXXXXX	XXX		
1190	907-631-B001		10	Cubic Yard	Flowable Fill, Non-Excavatable				
1200	907-699-A002		1	Lump Sum	Roadway Construction Stakes	XXXXXXXX	XXX		
1210	907-899-A001		1	Lump Sum	Railway-Highway Provisions	XXXXXXXX	XXX		
1220	907-906001		2,080	Hours	Frames	5.	00	10,400.	00
ALTERNATE GROUP AA NUMBER 1									
1230	907-403-A001 (BA1)		1,689	Ton	Hot Mix Asphalt, HT, 12.5-mm mixture				
ALTERNATE GROUP AA NUMBER 2									
1240	907-403-M010 (BA1)		1,689	Ton	Warm Mix Asphalt, HT, 12.5-mm mixture				
ALTERNATE GROUP BB NUMBER 1									
1250	907-403-A002 (BA1)		4,312	Ton	Hot Mix Asphalt, HT, 19-mm mixture				
ALTERNATE GROUP BB NUMBER 2									
1260	907-403-M011 (BA1)		4,312	Ton	Warm Mix Asphalt, HT, 19-mm mixture				
ALTERNATE GROUP CC NUMBER 1									

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price	Bid Amount	
1270	907-403-A005	(BA1)	1,266	Ton	Hot Mix Asphalt, HT, 9.5-mm mixture			
ALTERNATE GROUP CC NUMBER 2								
1280	907-403-M009	(BA1)	1,266	Ton	Warm Mix Asphalt, HT, 9.5-mm mixture			
ALTERNATE GROUP DD NUMBER 1								
1290	907-403-A011	(BA1)	87	Ton	Hot Mix Asphalt, ST, 12.5-mm mixture			
ALTERNATE GROUP DD NUMBER 2								
1300	907-403-M003	(BA1)	87	Ton	Warm Mix Asphalt, ST, 12.5-mm mixture			
ALTERNATE GROUP EE NUMBER 1								
1310	907-403-A012	(BA1)	2,290	Ton	Hot Mix Asphalt, ST, 19-mm mixture			
ALTERNATE GROUP EE NUMBER 2								
1320	907-403-M004	(BA1)	2,290	Ton	Warm Mix Asphalt, ST, 19-mm mixture			
ALTERNATE GROUP FF NUMBER 1								
1330	907-403-A015	(BA1)	109	Ton	Hot Mix Asphalt, ST, 9.5-mm mixture			
ALTERNATE GROUP FF NUMBER 2								
1340	907-403-M001	(BA1)	109	Ton	Warm Mix Asphalt, ST, 9.5-mm mixture			
Bridge Items								

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price		Bid Amount	
1350	501-K001		29,637	Square Yard	Transverse Grooving				
1360	801-A001	(S)	10,302	Cubic Yard	Foundation Excavation for Bridges				
1370	803-B002	(S)	4	Each	Conventional Static Pile Load Test	5,000.	00	20,000.	00
1380	803-C002	(S)	6,910	Linear Feet	14" x 14" Prestressed Concrete Piling				
1390	803-D006	(S)	54,360	Linear Feet	HP 14 x 17 Steel Piling				
1400	803-F009	(S)	12,300	Linear Feet	20" Pre-Formed Pile Hole				
1410	803-I001	(S)	16	Each	PDA Test Pile				
1420	803-N001	(S)	400	Linear Feet	Exploration				
1430	803-O011	(S)	1,260	Linear Feet	Temporary Casing, 66" Diameter				
1440	805-A001	(S)	4,378,814	Pound	Reinforcement				
1450	813-A002	(S)	12,530	Linear Feet	Concrete Railing, 32"				
1460	815-A009	(S)	2,720	Ton	Loose Riprap, Size 300				

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price	Bid Amount
1470	815-D001	(S)	414	Cubic Yard	Concrete Slope Paving		
1480	815-E001	(S)	1,725	Square Yard	Geotextile under Riprap		
1490	907-803-K005	(S)	3,030	Linear Feet	Drilled Shaft, 66" Diameter		
1500	907-803-L001	(S)	4	Each	Test Shaft, 66" Diameter		
1510	907-803-M004	(S)	100	Linear Feet	Trial Shaft, 66" Diameter		
1520	907-804-A001	(S)	20,572	Cubic Yard	Bridge Concrete, Class AA		
1530	907-804-C006	(S)	225	Linear Feet	113' Prestressed Concrete Beam, Type BT-72		
1540	907-804-C007	(S)	7,025	Linear Feet	115' Prestressed Concrete Beam, Type BT-72		
1550	907-804-C008	(S)	6,682	Linear Feet	120' Prestressed Concrete Beam, Type BT-72		
1560	907-804-C148	(S)	899	Linear Feet	75' Prestressed Concrete Beam, Type IV		
1570	907-804-C157	(S)	1,217	Linear Feet	91' Prestressed Concrete Beam, Type IV		
1580	907-804-C159	(S)	844	Linear Feet	106' Prestressed Concrete Beam, Type IV		

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price	Bid Amount	
1590	907-804-C167	(S)	209	Linear Feet	105' Prestressed Concrete Beam, Type IV			
1600	907-804-C169	(S)	375	Linear Feet	94' Prestressed Concrete Beam, Type IV			
1610	907-804-C171	(S)	4,877	Linear Feet	100' Prestressed Concrete Beam, Type IV			
1620	907-804-C181	(S)	1,663	Linear Feet	93' Prestressed Concrete Beam, Type IV			
1630	907-804-C193	(S)	206	Linear Feet	103' Prestressed Concrete Beam, Type IV			
1640	907-804-C201	(S)	812	Linear Feet	102' Prestressed Concrete Beam, Type IV			
1650	907-804-C202	(S)	752	Linear Feet	108' Prestressed Concrete Beam, Type IV			
1660	907-804-C210	(S)	257	Linear Feet	110' Prestressed Concrete Beam, Type BT-72			
1670	907-804-C211	(S)	242	Linear Feet	121' Prestressed Concrete Beam, Type BT-72			
1680	907-804-C214	(S)	386	Linear Feet	97' Prestressed Concrete Beam, Type IV			
1690	907-804-C215	(S)	1,815	Linear Feet	99' Prestressed Concrete Beam, Type IV			
1700	907-804-C216	(S)	621	Linear Feet	104' Prestressed Concrete Beam, Type IV			

Line No.	Item Code	Adj Code	Quantity	Units	Description	Unit Price	Bid Amount	
1710	907-804-C217	(S)	107	Linear Feet	107' Prestressed Concrete Beam, Type IV			
1720	907-804-C218	(S)	205	Linear Feet	103' Prestressed Concrete Beam, Type BT-72			
1730	907-804-C219	(S)	207	Linear Feet	104' Prestressed Concrete Beam, Type BT-72			
1740	907-804-C220	(S)	213	Linear Feet	107' Prestressed Concrete Beam, Type BT-72			
1750	907-804-C221	(S)	216	Linear Feet	108' Prestressed Concrete Beam, Type BT-72			
1760	907-804-C222	(S)	221	Linear Feet	111' Prestressed Concrete Beam, Type BT-72			
1770	907-804-C223	(S)	233	Linear Feet	117' Prestressed Concrete Beam, Type BT-72			
1780	907-804-C224	(S)	3,600	Linear Feet	120' Prestressed Concrete Beam, Type BT-72			
1790	907-804-C225	(S)	245	Linear Feet	123' Prestressed Concrete Beam, Type BT-72			
1800	907-804-C226	(S)	250	Linear Feet	126' Prestressed Concrete Beam, Type BT-72			
1810	907-804-C227	(S)	213	Linear Feet	127' Prestressed Concrete Beam, Type BT-72			
1820	907-804-C228	(S)	3,414	Linear Feet	132' Prestressed Concrete Beam, Type BT-72			

*** BID CERTIFICATION ***

TOTAL BID.....\$ _____

*** DBE/WBE SECTION ***

Complete item nos. 1, 2, and/or 3 as appropriate. See Notice to Bidders addressing Disadvantaged Business Enterprises in Highway Construction.

1. I/We agree that no less than _____ percent shall be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE and WBE)
2. Classification of Bidder: Small Business (DBE) _____ Small Business (WBE) _____
3. A joint venture with a Small Business (DBE/WBE): _____

*** 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

These Bid Sheets Are Not For
Bidding Purposes Using
Generate Bid Sheets Bid
Expedite Bid