

**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   4/16/2013   ADDENDUM NO.            DATED             
 ADDENDUM NO.            DATED            ADDENDUM NO.            DATED           

Number	Description
1	Revise Table of Contents, replace same; Add NTB No. 2596 with Supplement; Replace NTB No 4121 with NTB No. 4103 with Supplement; Revise NTB Nos. 4322 & 4403, replace same; Add NTB No. 4473; Revise SP Nos. 907-262-9 & 907-403-11, replace same; Add Supplement to SP No. 907-714-6; Revise Bid Items, replace same; Add Form--OCR-485; Revise or Add Plan Sheet Nos. 2-5, 28, 30-33, 36, 43, 45, 49, 52, 60, 75, 115-116, 118-119, 126, 129, 193, 1007, 1009, 1017, 2004, 4003-4004, 4006, 4009-4010, 4012-4021; Amendment EBS Download Required.

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

Respectfully Submitted,  
  
 DATE \_\_\_\_\_  
 \_\_\_\_\_  
 Contractor  
 BY \_\_\_\_\_  
 Signature  
 TITLE \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 CITY, STATE, ZIP \_\_\_\_\_  
 PHONE \_\_\_\_\_  
 FAX \_\_\_\_\_  
 E-MAIL \_\_\_\_\_

(To be filled in if a corporation)

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

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

The following is my (our) itemized proposal.

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

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**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SUPPLEMENT TO NOTICE TO BIDDERS NO. 2596**

**DATE: 04/09/2013**

Delete the fourth paragraph on page 1, and substitute the following.

Bidders are also advised that Form OCR-485 will be completed by **ALL BIDDERS** submitting a bid proposal and **must be signed and included in the bid proposal package**. If at least one copy of this form is not signed and included as part of bid proposal, your bid will be deemed irregular.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2596

CODE: (IS)

DATE: 05/13/2009

SUBJECT: DBE Forms, Participation and Payment

Bidders are hereby advised that the participation of a DBE Firm can not be counted towards the Prime Contractor's DBE goal until the amount being counted towards the goal has been paid to the DBE.

Form OCR-482 has been developed to comply with this requirement. Bidders are hereby advised that at the end of the job, the Prime Contractor will submit this form to the Project Engineer before the final estimate is paid and the project is closed out. This form certifies payments to all DBE Subcontractors over the life of the contract.

Form OCR-484 has also been developed to comply with this requirement. Bidders are hereby advised that each month, the Prime Contractors will submit this form to the Project Engineer no later than the last day of each month. This form certifies payments to all Subcontractors and shows all firms even if the Prime Contractor has paid no monies to the firm during that estimate period (negative report). The Project Engineer will attach this form to the monthly estimate before forwarding the estimate to the Contract Administration Division for processing.

Bidders are also advised that Form OCR-485 will be completed by ALL BIDDERS submitting a bid proposal and must be signed and included in the bid proposal package. Failure to include Form OCR-485 in the bid proposal package will cause the Contractor's bid to be considered irregular.

DBE Forms, including Forms OCR-482, OCR-484 and OCR-485, can be obtained from the Office of Civil Rights Division, MDOT Administration Building, 401 North West Street, Jackson, MS, or at [www.gomdot.com](http://www.gomdot.com) under *Business, Disadvantaged Enterprise, Applications and Forms for the DBE Program, MDOT Forms*.

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

## SUPPLEMENT TO NOTICE TO BIDDERS NO. 4103

**DATE: 04/09/2013**

The goal is 10 percent for the Disadvantaged Business Enterprise. The low bidder is required to submit Form OCR-481 for all DBEs. Bidders are advised to check the bid tabulation link for this project on the MDOT website at:

<http://sp.gomdot.com/Contract%20Administration/BidSystems/Pages/letting%20calendar.aspx>

Bid tabulations are usually posted by 3:00 pm on Letting Day.

Delete subparagraph (3) under AWARD on page 7, and substitute the following.

- (3) Bidder must submit an OCR-485 listing all firms that submitted quotes for material supplies or items to be subcontracted. Please make and add copies of this form when needed or attach additional sheets containing the information required by the form and add these sheets to the bid proposal. Form OCR-485 must be signed and submitted with the bid proposal. If at least one copy of this form is not signed and included as part of bid proposal, your bid will be deemed irregular.

Delete subparagraph (5) under DBE REPORTS on page 8, and substitute the following.

- (5) OCR-485: Bidder must submit **signed form with bid proposal** of all firms that submitted quotes for material supplies or items to be subcontracted. Please make and add copies of this form when needed or attach additional sheets containing the information required by the form and add these sheets to the bid proposal. If at least one copy of this form is not signed and included as part of bid proposal, your bid will be deemed irregular.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4103

CODE: (IS)

DATE: 9/12/2012

SUBJECT: DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID HIGHWAY CONSTRUCTION

This contract is subject to the "[Moving Ahead for Progress in the 21<sup>st</sup> Century Act \(MAP-21\)](#)" and applicable requirements of "Part 26, Title 49, Code of Federal Regulations". Portions of the Act are set forth in this Notice as applicable to compliance by the Contractor and all of the Act, and the MDOT DBE Program, is incorporated by reference herein.

The Department has developed a Disadvantaged Business Enterprise Program that is applicable to this contract and is made a part thereof by reference.

Copies of the program may be obtained from:

Office of Civil Rights  
Mississippi Department of Transportation  
P. O. Box 1850  
Jackson, Mississippi 39215-1850

### POLICY

It is the policy of the Mississippi Department of Transportation to provide a level playing field, to foster equal opportunity in all federally assisted contracts, to improve the flexibility of the DBE Program, to reduce the burdens on small businesses, and to achieve that amount of participation that would be obtained in a non-discriminatory market place. In doing so, it is the policy of MDOT that there will be no discrimination in the award and performance of federally assisted contracts on the basis of race, color, sex, age, religion, national origin, or any handicap.

### ASSURANCES THAT CONTRACTORS MUST TAKE

MDOT will require that each contract which MDOT signs with a sub-recipient or a Contractor, and each subcontract the Prime Contractor signs with a Subcontractor, includes the following assurances:

“The Contractor, subrecipient 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 26 in the award and administration of federally 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 MDOT deems appropriate.”



**DEFINITIONS**

For purposes of this provision the following definitions will apply:

"Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individual(s) or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individual(s); and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individual(s) who own it. It is important to note that the business owners themselves must control the operations of the business. Absentee ownership or title ownership by an individual who does not take an active role in controlling the business is not consistent with eligibility as a DBE under CFR 49 Part 26.71.

**CONTRACTOR'S OBLIGATION**

The Contractor and all Subcontractors shall take all necessary and reasonable steps to ensure that DBE firms can compete for and participate in the performance of a portion of the work in this contract and shall not discriminate on the basis of race, color, national origin, religion or sex. Failure on the part of the Contractor to carry out the DBE requirements of this contract constitutes a breach of contract and after proper notification the Department may terminate the contract or take other appropriate action as determined by the Department.

When a contract requires a zero percent (0%) DBE goal, the Contractor still has the responsibility to take all necessary and reasonable steps to ensure that DBE firms can compete for and participate in the performance of the work in the contract. In this case, all work performed by a certified DBE firm is considered to be a "race neutral" measure and the Department will receive DBE credit towards the overall State goals when the DBE firm is paid for their work. If the Prime Contractor is a certified DBE firm, the Department can receive DBE credit only for the work performed by the Prime Contractor's work force or any work subcontracted to another DBE firm. Work performance by a non-DBE Subcontractor is not eligible for DBE credit.

**CONTRACT GOAL**

The goal for participation by DBEs is established for this contract in the attached Supplement. The Contractor shall exercise all necessary and reasonable steps to ensure that participation is equal to or exceeds the contract goal.

The percentage of the contract that is proposed for DBEs shall be so stated on the last bid sheet of the proposal.

The apparent lowest responsive bidder shall submit to the [Office of Civil Rights](#) Form OCR-481, signed by the Prime Contractor and the DBE Subcontractors, no later than the 10th day after opening of the bids.

Form OCR-481 is available on the MDOT website at [GoMDOT.com](http://GoMDOT.com), then Divisions, Civil Rights, Forms, DBE, MDOT Projects, or by calling 601-359-7466.

FORMS ARE AVAILABLE FROM THE OFFICE OF CIVIL RIGHTS

The OCR-481 Form must contain the following information:

The name and address of each certified DBE Contractor / Supplier;

The Reference Number, percent of work and the dollar amount of each item. If a portion of an item is subcontracted, a breakdown of that item including quantities and unit price must be attached, detailing what part of the item the DBE firm is to perform and who will perform the remainder of the item.

If the DBE Commitment shown on the last bid sheet of the proposal, does not equal or exceed the contract goal, the bidder must submit, with the proposal, information to satisfy the Department that adequate good faith efforts have been made to meet the contract goal.

Failure of the lowest bidder to furnish acceptable proof of good faith efforts, submitted with the bid proposal, shall be just cause for rejection of the proposal. Award may then be made to the next lowest responsive bidder or the work may be readvertised.

The following factors are illustrative of matters the Department will consider in judging whether or not the bidder has made adequate good faith effort to satisfy the contract goal.

- (1) Whether the bidder attended the pre-bid meeting that was scheduled by the Department to inform DBEs of subcontracting opportunities;
- (2) Whether the bidder advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- (3) Whether the bidder provided written notice to a reasonable number of specific DBEs that their interest in the contract is being solicited;
- (4) Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested;
- (5) Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goal;
- (6) Whether the bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
- (7) Whether the bidder negotiated in good faith with interested DBEs and did not reject them as unqualified without sound reasons based on a thorough investigation of their capabilities; and

- (8) Whether the bidder made efforts to assist interested DBEs in obtaining any required bonding or insurance.
- (9) Whether the bidder has written notification to certified DBE Contractors soliciting subcontracting for items of work in the contract.
- (10) Whether the bidder has a statement of why an agreement was not reached.

The bidder’s execution of the signature portion of the proposal shall constitute execution of the following assurance:

The bidder hereby gives assurance pursuant to the applicable requirements of "Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21)" and applicable requirements of "Part 26, Title 49, Code of Federal Regulations" that the bidder has made a good faith effort to meet the contract goal for DBE participation for which this proposal is submitted.

### **DIRECTORY**

A list of “Certified DBE Contractors” which have been certified as such by the Mississippi Department of Transportation and other Unified Certification Partners (UPC) can be found on the Mississippi Department of Transportation website at [www.gomdot.com](http://www.gomdot.com). The DBE firm must be certified at the time the project is let and approved by MDOT to count towards meeting the DBE goal.

### **REPLACEMENT**

If a DBE Subcontractor cannot perform satisfactorily, and this causes the OCR-481 commitment to fall below the contract goal, the Contractor shall take all necessary reasonable steps to replace the DBE with another certified DBE Subcontractor or submit information to satisfy the Mississippi Department of Transportation that adequate good faith efforts have been made to replace the DBE. The replacement DBE must be a DBE who was on the Department's list of "Certified DBE Contractors" when the job was let, and who is still active. All DBE replacements must be approved by the Department.

Under no circumstances shall the Prime or any Subcontractor perform the DBE's work (as shown on the OCR-481) without prior written approval from the Department. See "Sanctions" at the end of this document for penalties for performing DBE's work.

When a Contractor proposes to substitute/replace/terminate a DBE that was originally named on the OCR-481, the Contractor must obtain a release, in writing, from the named DBE explaining why the DBE Subcontractor cannot perform the work. A copy of the original DBE's release must be attached to the Contractor's written request to substitute/replace/terminate along with appropriate Subcontract Forms for the substitute/replacement/terminated Subcontractor, all of which must be submitted to the DBE Coordinator and approved, in advance, by MDOT.

### **GOOD FAITH EFFORTS**

To demonstrate good faith efforts to replace any DBE that is unable to perform successfully, the Contractor must document steps taken to subcontract with another certified DBE Contractor. Such documentation shall include no less than the following:

- (1) Proof of written notification to certified DBE Contractors by certified mail that their interest is solicited in subcontracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.
- (2) If the Prime Contractor is a certified DBE firm, only the value of the work actually performed by the DBE Prime can be counted towards the project goal, along with any work subcontracted to a certified DBE firm.
- (3) If the Contractor is not a DBE, the work subcontracted to a certified DBE Contractor will be counted toward the goal.
- (4) The Contractor may count toward the goal a portion of the total dollar value of a contract with a joint venture eligible under the standards of this provision equal to the percentage of the DBE partner in the joint venture.
- (5) Expenditures to DBEs that perform a commercially useful function may be counted toward the goal. A business is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work and carries out its responsibilities by actually performing, managing, and supervising the work involved.
- (6) The Contractor may count 100% of the expenditures for materials and supplies obtained from certified DBE suppliers and manufacturers that produce goods from raw materials or substantially alters them for resale provided the suppliers and manufacturers assume the actual and contractual responsibility for the provision of the materials and supplies. The Contractor may count sixty percent (60%) of the expenditures to suppliers that are not manufacturers, provided the supplier performs a commercially useful function in the supply process. Within 30 days after receipt of the materials, the Contractor shall furnish to the DBE Coordinator invoices from the certified supplier to verify the DBE goal.
- (7) Any work that a certified DBE firm subcontracts or sub-subcontracts to a non-DBE firm will not count towards the DBE goal.
- (8) Only the dollars actually paid to the DBE firm may be counted towards the DBE goal.

Failure of the Contractor to demonstrate good faith efforts to replace a DBE Subcontractor that cannot perform as intended with another DBE Subcontractor, when required, shall be a breach of contract and may be just cause to be disqualified from further bidding for a period of up to 12 months after notification by certified mail.

### **PRE-BID MEETING**

A pre-bid meeting will be held in Amphitheater 1 & 2 of the Hilton Jackson located at I-55 and County Line Road, Jackson, Mississippi at 2:00 P.M. on the day preceding the date of the bid opening.

This meeting is to inform DBE firms of subcontracting and material supply opportunities. Attendance at this meeting is considered of prime importance in demonstrating good faith effort to meet the contract goal.

### **PARTICIPATION / DBE CREDIT**

Participation shall be counted toward meeting the goal in this contract as follows:

- (1) If the Prime Contractor is a certified DBE firm, only the value of the work actually performed by the DBE Prime can be counted towards the project goal, along with any work subcontracted to a certified DBE firm.
- (2) If the Contractor is not a DBE, the work subcontracted to a certified DBE Contractor will be counted toward the goal.
- (3) The Contractor may count toward the goal a portion of the total dollar value of a contract with a joint venture eligible under the standards of this provision equal to the percentage of the DBE partner in the joint venture.
- (4) Expenditures to DBEs that perform a commercially useful function may be counted toward the goal. A business is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of the work and carries out its responsibilities by actually performing, managing, and supervising the work involved.
- (5) The Contractor may count 100% of the expenditures for materials and supplies obtained from certified DBE suppliers and manufacturers that produce goods from raw materials or substantially alters them for resale provided the suppliers and manufacturers assume the actual and contractual responsibility for the provision of the materials and supplies. The Contractor may count sixty percent (60%) of the expenditures to suppliers that are not manufacturers, provided the supplier performs a commercially useful function in the supply process. Within 30 days after receipt of the materials, the Contractor shall furnish to the DBE Coordinator invoices from the certified supplier to verify the DBE goal.
- (6) Any work that a certified DBE firm subcontracts or sub-subcontracts to a non-DBE firm will not count towards the DBE goal.
- (7) Only the dollars actually paid to the DBE firm may be counted towards the DBE goal.

## **AWARD**

Award of this contract to the low bidder will be contingent upon the following conditions:

- (1) Concurrence from Federal Highway Administration, when applicable.
- (2) Bidder must submit to the [Office of Civil Rights](#) for approval, Form OCR-481 (DBE Commitment) no later than the 10<sup>th</sup> day after opening of the bids, or submit information with the bid proposal to satisfy the Department and that adequate good faith efforts have been made to meet the contract goal. [For answers to questions regarding Form OCR-481, contact the MDOT Office of Civil Rights at \(601\) 359-7466.](#)
- (3) Bidder must submit a list of all firms that submitted quotes for material supplies or items to be subcontracted. This information must be submitted on form OCR-485 in the back of the contract proposal. [Form OCR-485 must be signed and submitted with the bid proposal.](#)

Prior to the start of any work, the bidder must notify the Project Engineer, in writing, of the name of the designated "DBE Liaison Officer" for this project. This notification must be posted on the bulletin board at the project site.

## **DEFAULT**

The contract goal established by MDOT in this proposal must be met to fulfill the terms of the contract. The Contractor may list DBE Subcontractors and items that exceed MDOT's contract goal, but should unforeseen problems arise that would prevent a DBE from completing its total commitment percentage, the Contractor will meet the terms of the contract as long as it meets or exceeds MDOT's Contract Goal. For additional information, refer to "Replacement" section of this Notice.

## **DBE REPORTS**

- (1) OCR-481: Refer to "CONTRACT GOAL" section of this Notice to Bidders for information regarding this form.
- (2) OCR-482: At the conclusion of the project the Contractor will submit to the Project Engineer for verification of quantities and further handling Form OCR-482 whereby the Contractor certifies to the amounts of payments made to each Contractor / Supplier. The Project Engineer shall submit the completed Form OCR-482 to the DBE Coordinator (Office of Civil Rights). Final acceptance of the project is dependent upon Contract Administration Division's receipt of completed Form OCR-482 which they will receive from the Office of Civil Rights.
- (3) OCR-483: The Project Engineer/Inspector will complete Form OCR-483, the Commercially Useful Function (CUF) Performance Report, in accordance with MDOT S.O.P. No. OCR-03-09-01-483. Evaluations reported on this form are used to determine whether or not the DBE firm is performing a CUF. The Prime Contractor should take corrective action when the report contains any negative evaluations. DBE credit may be

disallowed and/or other sanctions imposed if it is determined the DBE firm is not performing a CUF. This form should also be completed and returned to the DBE Coordinator (Office of Civil Rights).

- (4) OCR-484: Each month, the Contractor will submit to the Project Engineer OCR-484 certifying payments to all Subcontractors.
- (5) OCR-485: The bidder must submit **with the bid proposal** a list of all firms that submitted quotes for material supplies or items to be subcontracted.
- (6) OCR-487: Only used by Prime Contractors that are certified DBE firms. This form is used in determining the exact percentage of DBE credit for the specified project. It should be returned to MDOT with the OCR-481 form, or can also be returned with the Permission to Subcontract Forms (CAD-720 or CAD-725).

**SANCTIONS**

The Department has the option to enforce any of the following penalties for failure of the Prime Contractor to fulfill the DBE goal as stated on the OCR-481 form or any violations of the DBE program guidelines:

- (1) Disallow credit towards the DBE goal
- (2) Withhold progress estimate payments
- (3) Deduct from the final estimate an amount equal to the unmet portion of the DBE goal
- (4) Recover an amount equal to the unmet contract goal
- (5) Debar the Contractor involved from bidding on Mississippi Department of Transportation projects.
- (6) Deduct from the Contractor's final estimate all or any combination of the following.

<u>Offense</u>	<u>Percentage of the monetary amount disallowed from (1) above</u>	<u>Lump Sum</u>
# 1	10%	\$ 5,000 or both
# 2	20%	\$ 10,000 or both
# 3	40%	\$ 20,000 & debarment

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904- NOTICE TO BIDDERS NO. 4322**

**CODE: (SP)**

**DATE: 02/13/2013**

**SUBJECT: Additional Contract Requirements**

**PROJECT: NHS-0010-01(144) / 105281301 -- Harrison County**

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

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



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

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

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

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

**2. Termination of Contract For Cause**

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

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

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

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

**4. Records**

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

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

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

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

5. **Health and Safety Standards**

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

6. **Environmental Compliance**

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

7. **Energy Efficiency**

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

8. **Changes**

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

9. **Personnel**

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

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

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

**10. Anti-Kickback Rules**

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

**11. Withholding of Salaries**

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

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

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

**13. Equal Employment Opportunity**

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

**14. Anti-Discrimination Clauses**

The Contracted Party will comply with the following clauses:

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

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

15. **Section 3 Clause**

The Contracted Party will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (42 U.S.C. 1701u) and with the requirements of 24 C.F. R. Part 135 requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project area be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. The Section 3 Clause attached hereto as Exhibit A is specifically incorporated into this agreement and must be included in all contract and sub-contracts.

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

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

17. **Compliance with Local Laws**

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

18. **Subcontracting**

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

19. **Assignability**

The Contracted Party shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or notation) without prior written approval of the Grantee provided that claims for money due or to become due the Contracted Party from the Grantee under this Contract

may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

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

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

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

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

**21. Interest of Certain Federal Officers**

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

**22. Interest of Contractor**

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

**23. Political Activity**

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

**24. Davis-Bacon Act Requirements**

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

the rehabilitation of residential property only if such property is designed for residential use of eight or more families.

**25. Uniform Act Requirements**

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

**26. Lead-Based Paint Requirements**

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

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

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

**28. Flood Insurance Purchase Requirements**

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

**29. Historic Preservation**

Both parties agree to assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 USC 469a-1 *et seq.*) by (a) consulting with the State Historic Preservation officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (CFR Part 600.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.

**30. Program Monitoring**

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

**31. Discrimination**

In operation of the project to which this grant relates, no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any such program or activity because of race, color, religion, national origin, age, disability, or political affiliation or belief.

**32. Confidential Findings**

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

**33. Third-Party Contracts**

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

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

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

**34. Excessive Force**

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

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

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

**36. Environmental**

The applicant will:

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

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

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

Its chief executive officer or other officer of applicant:

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

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

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

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

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

**37. Uniform Relocation**

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

**38. Code of Standards of Conduct**

It will establish a written Code of Standards of Conduct to prohibit any of its officers, employees, and agents from using his/her position in any manner or matter, which would have the purpose or effect of a conflict of interest, real or apparent. In order to properly implement this provision, it will fully comply with the requirements of 24 CFR, Part 85.36.



**39. Use of Influence**

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

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

**40. Cost Overruns**

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

**41. Mississippi Employment Protection Act**

The subgrantee represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

### Exhibit A

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**Applicability**

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

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

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

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

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

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

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

**4. Apprentices and Trainees.**

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

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

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

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

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

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

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

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

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

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

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

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

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

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

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

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

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

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

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

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

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

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

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

Superseded General Decision Number: MS20120172

State: Mississippi

Construction Type: Highway

County: Harrison County in Mississippi.

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

Modification Number	Publication Date
0	01/04/2013
1	03/29/2013

\* ELEC0903-003 06/01/2012

	Rates	Fringes
ELECTRICIAN.....	\$ 23.60	12%+4.40

\* SUMS2008-133 09/04/2008

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 13.00	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.25	0.00
LABORER: Common or General.....	\$ 8.00	0.00
LABORER: Pipelayer.....	\$ 10.17	0.00
OPERATOR: Backhoe.....	\$ 12.57	0.00
OPERATOR: Broom/Sweeper.....	\$ 8.00	0.00
OPERATOR: Bulldozer.....	\$ 11.63	0.00
OPERATOR: Grader/Blade.....	\$ 11.10	0.00
OPERATOR: Mechanic.....	\$ 13.00	0.00
OPERATOR: Piledriver.....	\$ 12.50	1.23
OPERATOR: Roller.....	\$ 9.31	0.00
OPERATOR: Scraper.....	\$ 10.00	0.00
TRUCK DRIVER.....	\$ 11.00	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included with Notice To Bidder No.4322-- Cont'd.  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 904 - NOTICE TO BIDDERS NO. 4403**

**CODE: (SP)**

**DATE: 3/05/13**

**SUBJECT: Corrected Pay Items**

**PROJECT: NHS-0010-01(144) / 105281301 -- Harrison County**

Bidders are hereby advised that the pay item 907-603-PE 8" HDPE Force Main, Directional Bore shown on plan sheet 5001 is in error. The correct pay item is 907-603-DD006 Directional Bore, 8" HDPE Force Main, The pay items have been corrected in the proposal and bid documents.

The Contractor is hereby advised that the pay item number for 907-202-B (Removal of Sewage) as shown in the plans is incorrect. The correct pay item number is 202 -B300 (Removal of Sewage) and has been corrected in the Proposal bid items.

The Contractor is hereby advised that the pay item for Metal Overhead Sign Supports, Assembly No 1 is incorrect in the plans, on Sheet 1017. The correct Assembly No. should be 12, as shown in the Proposal bid items.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SECTION 904- NOTICE TO BIDDERS NO. 4473**

**CODE: (SP)**

**DATE: 04/08/2013**

**SUBJECT: Alternate Crushed Stone Base Bid Items**

Bidders are advised that the Crushed Stone Base used on this project will be bid as an alternate pay item: ¾" and Down Crushed Stone Base, Size 825B Crushed Stone Base, or Size 610 Crushed Stone Base. Bidders must select one of the alternates at the time of bid. **The Contractor must use the selected crushed stone base throughout the entire project.**

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SPECIAL PROVISION NO. 907-262-9**

**CODE: (SP)**

**DATE: 04/16/2013**

**SUBJECT: Sanitary Sewer System**

**PROJECT: NHS-0010-01(144) / 105281301 -- Harrison County**

Section 907-262, Sanitary Sewer System, is hereby added to and made a part of the 2004 Edition of the Mississippi Standard Specification for Road and Bridge Construction as follows.

## **SECTION 907-262 -- SANITARY SEWER SYSTEM**

**907-262.01--Description.** The work covered by this section consists of furnishing all labor, equipment and materials and performing all operations in connection with the installation of sanitary sewer lines, as indicated on the plans and as specified herein. The work includes clearing, grubbing, trenching, dewatering, bedding, pipe laying, backfilling, testing, bypass pumping, connections to existing manholes, fittings, and appurtenances required for a complete installation.

### **907-262.02--Materials.**

**907-262.02.1--Polyvinyl Chloride (PVC) Sewer Pipe.** Polyvinyl chloride sewer pipe with a diameter of six inches (6") or larger, including pipe for house connections, shall be specifically designed to carry domestic sewage by gravity flow and shall be green in color and shall meet the requirements of ASTM D3034-81 with a maximum SDR equal to 26 and a minimum F/Y stiffness of 115 psi when tested in accordance with ASTM D2412. An acceptable equivalent is AWWA C900-07, DR 18 pipe (green in color).

All joints shall consist of an integral bell with a factory installed "locked in" elastomeric gasket. The spigot end of each joint shall be factory beveled.

All fittings shall be standard manufactured fittings, which meet the requirements of ASTM D3034-81 SDR-26 or AWWA C900-07, DR 18 pipe.

**907-262.02.2--Ductile Iron Sewer Pipe.** Ductile iron pipe for gravity sewers or sewer force main shall conform to ANSI Specifications A21-51. Wall thickness shall not be less than Class 50 unless otherwise specified. The words "Ductile Iron" and thickness class shall be conspicuously marked on each joint of pipe. Pipe shall be furnished with a coal tar coating inside and outside.

Mechanical joints shall meet the requirements of ASA A-21.11 except as amended by ASA A-21.51.

Fittings for ductile iron pipe shall be mechanical joint ductile iron castings with a coal tar coating in accordance with ANSI-AWWA C110/A21.10.

Bolting shall be of the type recommended by the pipe supplier and shall be of a material with a minimum 45,000 psi tensile strength, with semi-finished heavy nuts in accordance with ANSI/AWWA C111/A21.11.

**907-262.02.3--Connectors and Adapters.** Connectors and adapters shall be especially made for joining pipes of different materials and diameters. Pipe connectors between two different types of pipes shall be made by using flexible couplings with stainless steel shear rings with necessary donuts and bushings as required. These couplings will be 1002, 1003, 1006, 1051, and the 1056 series as manufactured by Fernco or equal. All connectors must comply with the requirements of ASTM C425.

**907-262.02.4--Pipe Gaskets at Manholes.** Gaskets around PVC pipe as it passes through the wall of new or existing sanitary manholes shall be flexible concrete manhole adapters or waterstops as manufactured by Fernco or equal.

**907-262.02.5--Grout.** An approved non-shrink grout shall be used for all necessary grouting.

**907-262.02.6--Polyvinyl Chloride (PVC) Pressure Pipe for Force Mains.** PVC sanitary sewer force mains shall be in accordance with AWWA C-900-81, SDR21, approved by the National Sanitation Foundation (NSF) and shall be U.L. listed. Pipe shall be white in color and furnished in standard lengths (minimum 20 feet) with integrally cast bells or couplings using elastomeric gaskets, which meet the requirements of ASTM D1869 and F477. An acceptable equivalent is AWWA C900-07, DR 18 pipe (white or green in color). All necessary adapters and retaining glands for connection to fittings shall be provided.

**907-262.02.7--Fittings for Force Mains.** Fittings for sewer force mains of four-inch (4") diameter and larger shall be seal coated ductile iron with mechanical joints ends. Mechanical joints shall be recommended by the manufacturer for use with AWWA C900 pipe. Fittings shall be manufactured in accordance with AWWA C104. Bolts shall be of the type recommended by the pipe supplier and shall be of material with a minimum 45,000 psi tensile strength with semi-finished heavy nuts in accordance with ANSI/AWWA C111/A21.11.

**907-262.02.8--Air Release Valves.** Valves shall function automatically to release to the atmosphere air that may accumulate in the pipeline, and shall prevent leakage of wastewater. Each valve shall be furnished with all required accessories for maintenance of the valves.

Materials used in manufacture of air release valves and accessories shall be new and shall be in accordance with all ASTM and other industry standards and as specified herein.

The body and cover shall be cast iron Class 30 in accordance with ASTM A48 or Class B in accordance with ASTM A126.

The float and guide shaft shall be stainless steel in accordance with ASTM A240.

The internal linkages shall be stainless steel in accordance with ASTM A240; or bronze in accordance with ASTM B584; or delrin in accordance of ASTM D2133.

**907-262.02.8.1--Design.** The valve shall have a float stem and body, which keeps the valve operating mechanism as free from contact with the sewage as possible. The float shall hang freely in the center of the valve body with about one-half inch (1/2") clearance all around to prevent large solids getting above the float and float's free suspension.

The valve inlet shall have an internal diameter of four inches (4") and shall have a minimum orifice diameter of 7/16 inches.

The air release valve required in each manhole shall be carefully evaluated. The overall height of the valve shall be such that when in place, as indicated on the plans, a minimum clearance between the top of the valve cover and the bottom of the concrete slab of the manhole shall be six inches (6"). Whenever possible, the valve furnished shall be such that when in place the clearance between the valve cover and the bottom of the concrete slab shall permit removal of the internal float and guide shaft without dismantling the valve.

The valve and accessories shall be suitable for operation at pressures of seventy-five pounds per square inch (75 psi).

The valve inlet end shall be flanged in accordance with ANSI 816.1, Class 125 and as required to match the valve to which it connects. The valve shall be vented by installing one inch (1") schedule 40 pipe to the nearest sanitary sewer manhole. The one-inch (1") pipe shall be installed to a minimum grade of one-eighth inch (1/8") fall from the valve to the manhole.

**907-262.02.8.2--Accessories.** Each valve shall be constructed to permit the flushing out of any sediment, which may settle or otherwise impede the operation of the valve.

All accessories including valves, rubber hoses, quick disconnect couplings and other equipment required for flushing out sediment and de-clogging orifices shall be furnished and assembled to the valve.

**907-262.02.9--Bedding Material.** Aggregate bedding material shall meet the requirements of Size II Stabilizer Aggregate of Section 907-304 or Borrow Excavation of Section 907-203. Bedding material is required where directed by the Engineer or the Engineer's authorized representative.

**907-262.02.10--Marking Tape & Locator Wire.** Metallic marking tape shall be placed in all trenches at a depth of one foot (1') above sanitary sewer service lines, sanitary sewer gravity lines and sanitary sewer force mains. Tape shall be three inches (3") wide metallic tape with the words "CAUTION SEWER LINE BURIED BELOW" printed on it for all sanitary sewer service lines and sanitary sewer gravity lines, and "CAUTION FORCE MAIN BURIED BELOW" printed on it for all force main installations. No additional compensation will be allowed for this operation.

All sanitary sewer gravity lines, sanitary sewer force mains, & sanitary sewer services shall be installed with a fourteen (14) gauge solid copper insulated locator wire placed directly on the center of the sewer line for its entire length. Wire shall be tied to a step inside the sanitary sewer manhole and shall be a continuous piece of wire for its entire length. For sanitary sewer services and force mains the locator wire shall be tied to an appurtenance at the start of the new service or main and shall be a continuous piece of wire for its entire length. The Contractor shall supply the splice kits and other accessories necessary for one continuous locator wire. No additional compensation will be allowed for this operation.

**907-262.02.11--Sewer Clean-out Plugs.** All sanitary sewer clean-out plugs shall be brass with a countersunk nut as manufactured by Plumbest, "P51-600", or approved equal.

**907-262.02.12--Steel Pipe Encasement.** Steel pipe encasement shall be new, in good condition, and conform to ASTM Specification A-252 Gr. 2 or better. Wall thickness shall be as shown on the drawings. Spacers shall be manufactured from injection molded high density polyethylene, or other approved material, and installed at six (6) foot intervals. Wood spacers are not permitted. End seals shall be seamless 1/8-inch thick synthetic rubber secured with T-304 stainless steel banding straps as manufactured by Advance Products & Systems, Fernco, or approved equal. Spacers and end seals will not be measured separately for payment, but shall be absorbed as a part of the casing pipe, furnished and installed.

**907-262.02.13--High Density Polyethylene (HDPE) Pipe and Fittings.** High Density Polyethylene (HDPE) pipe and fittings shall meet the requirements of Subsection 907-603.02.1 of Special Provision 907-603-16.

**907-262.03--Construction Requirements.**

**907-262.03.1--Sewer Flow Control.** The City will assist in lift station operations during work on the sewer system. The Contractor will not shutdown any pump stations in the collection system, if such is necessary, for the performance of this work. The Contractor shall notify the Owner who shall supply an operator for the lift station.

**907-262.03.1.1--Plugging or Blocking.** When sewer line flows are low, lines may be blocked or plugged with City approval while work is performed on the lines. The Contractor is responsible for monitoring the effects of this blockage to prevent overflow of sewage and damage or inconvenience to the citizens.

**907-262.03.1.2--Bypassing-Pumping.** When bypass-pumping from one manhole to the next, around a manhole or segment of force mains or portions of sewer lines to be replaced is required, the Contractor shall supply the necessary pumps, conduits and other equipment to divert the flow of sewage around the sewer section on which work is to be performed. The Contractor will be responsible for furnishing the necessary labor and supervision to set up and operate on a 24-hour basis and all engines shall be equipped with super silencers. The Contractor shall be responsible for correcting any problems that arise as a result of bypassing-pumping operations.



**907-262.03.2--Trenching.** The Contractor shall comply with the sewer flow control requirements of Subsection 907-262.03.1 before conducting any trenching operations that cut into existing sewer lines or force mains.

Trenches shall be dug so that the existing pipe can be removed and the new pipe can be laid to the alignment and depth required, and shall be excavated only so far in advance of pipe removal and laying as to reveal obstructions. The trench shall be so braced and drained that workmen may work therein safely and efficiently. Discharge from dewatering pumps shall be conducted to natural drainage channels, drains or storm drains. No water shall be discharged in the sanitary sewer system. Bell holes shall be excavated at each joint to permit the proper joining of pipe sections.

The width of the trench shall be ample to permit the existing pipe to be removed and the new pipe to be laid and jointed properly and the backfill to be placed and compacted as specified. The trench shall be excavated to the depth required so as to remove the existing pipe and to provide a uniform and continuous bearing and support for the pipe on solid and undisturbed ground at every point between bell holes.

Where trench conditions are such that adequate support for the pipe cannot be obtained on the native material, aggregate bedding shall be used only with the approval of the Engineer or the Engineer's authorized representative.

No greater length of trench shall be opened in advance of a completed pipeline nor left unfilled to the rear than shall seem proper to the Engineer or his authorized representative. No trench shall be left without being backfilled at the end of a workday.

**907-262.03.3--Sheathing and Shoring.** The Contractor shall place such sheathing and shoring in the trenches or utilize a trench box as may be necessary to properly support the trench walls and any adjacent structures. The type and amount of sheathing and shoring shall be such as the nature of the ground and attendant condition may require. It shall be the sole responsibility of the Contractor to provide such sheathing, shoring and bracing as may be required for the safe conduct of the work. The Engineer or the Engineer's authorized representative may, however, order the placement of sheathing, shoring or bracing if, in his opinion, it is required to properly execute the work in accordance with these specifications. No additional compensation will be allowed for this operation.

No actions or instructions by the Engineer or the Engineer's authorized representative shall be regarded as his responsibility for the security of the trench or protection of workmen. The full responsibility shall remain with the Contractor.

**907-262.03.4--Dewatering.** The Contractor shall keep all excavations free from water at the Contractor's own expense while laying pipe is in progress and to such extent as may be necessary while excavation work alone is being carried on. He shall provide for the disposal of the water removed from excavations in such manner as shall not cause injury to the public health, to public or private property, or to any portion of the work completed or in progress, or any impediment to the use of the streets by the public. No water shall be discharged into the sanitary sewer system.

**907-262.03.5--Pipelaying.** Except as provided in these specifications, all pipe and fittings shall be installed in accordance with the manufacturer's recommendations. PVC pipe shall be installed in accordance with the pipe manufacturer's installation manual. All sewer pipe and specials shall be carefully inspected before being laid and no cracked, broken and/or defective pipe or special shall be used in the work. Each piece of pipe shall be sounded before being placed in the line. The outside of the spigot, the inside of the bell, and any couplings used shall be brushed and wiped clean and dry and free from all foreign matter before the pipe is joined.

The pipe and fittings shall be so laid in the trench that after the invert thereof shall conform accurately to the grades and alignment established by the construction drawings. At any stage of construction of a straight stretch between two consecutive manholes the zero or starting end of the pipe shall be clearly visible on looking through the pipe from the other end, with the full cross-section of the interior of the pipe in clear view.

After the pipe has been laid in the best material available from excavation in the immediate vicinity of where the pipe is being laid, the excavated material shall be used to backfill around and over the pipe in a manner specified in Subsection 907-262.03.8. If, in the opinion of the Engineer or the Engineer's authorized representative, material suitable for bedding the pipe is not available where pipe is being laid, suitable material may be ordered hauled in.

Each newly made joint will be inspected and if it is not found to be satisfactory, the last laid length of pipe shall be removed at once. Every precaution shall be taken to prevent foreign material from entering the pipe while it is being placed in the line. If the pipe laying crew cannot put the pipe into the trench and in place without getting earth into it, a heavy, tightly woven canvas bag of suitable size shall be placed over each end and left there until the connection is to be made to the adjacent pipe. During the laying operations, no debris, tools, clothing or other materials shall be placed in the pipe.

At times when pipe laying is not in progress, the open ends of the pipe shall be closed by a watertight plug or other method approved by the Engineer or the Engineer's representative. This provision shall apply during the noon hour as well as overnight. If water is in the trench, the seal shall remain in place until the trench is completely dry.

Cutting of pipes for inserting fittings or closure pieces shall be done in a neat and workmanlike manner in accordance with instructions of the pipe manufacturer and without damage to the pipe.

**907-262.03.6--Sewer Service Lines.** New six-inch (6") diameter PVC sewer service lines shall be installed from the wyes in all existing and in all new sewer mains. They shall be installed from the main to the right-of-way of the new streets to replace each existing service line and each new service line. Additional services can be installed as indicated on the plans or as authorized by the Engineer or the Engineer's authorized representative. Unless otherwise directed or permitted by the Engineer or the Engineer's authorized representative, new service lines shall follow the line and grade of the existing service, which will, in most cases, ensure removal of the old services from the ground. All existing service lines shall be removed upon installation of the new service. Removal of existing service lines shall be included in the cost of the installation of the new service line.

The depth of the service line at the point of connection for each property owner shall be sufficient to permit connection to the existing private sewer lines at a minimum grade of one-eighth inch (1/8") per foot.

The Contractor shall verify house connections during excavation. The installation of new service lines to accommodate future development may be directed by the Engineer or the Engineer's authorized representative.

All sewer service lines shall join the main sewer at a wye. Wyes shall be placed at all existing service locations. When the installation of a service line connection to an existing PVC main is required by the Engineer or the Engineer's authorized representative, the use of an approved saddle type connection will be permitted. All metal parts on saddle type connectors must be stainless steel.

New clean-outs shall be installed on all new service lines in accordance with the details on the plans. A brass clean-out plug with countersunk nut shall be installed at all clean-outs. Sewer clean-outs located in unpaved areas shall have a 24-inch by 24-inch by 4-inch thick concrete pad placed around the cleanout in accordance with the detail on the Drawings. In the event that a sewer clean-out location is in a driveway, parking lot, etc., the Contractor will install either a standard sewer clean-out casting and cover or a high traffic sewer clean-out casting and cover as noted on the drawings and/or as directed by the Engineer or the Engineer's authorized representative. The standard sewer clean-out casting and cover shall be East Jordan Iron Works (EJIW) Model No. 48503047A0 or approved equal and the high traffic sewer clean-out cover shall be East Jordan Iron Works (EJIW) Model No. 4161027A01 or an approved equal in accordance with the standard details on the Drawings. Prior to installing storm drains, the Contractor shall verify sewer lateral locations and grades. Should a service tie-in conflict arise due to the new storm drain, the Contractor shall install additional sanitary sewer pipe to tie the services into. In the event that a sanitary sewer service conflicts with an existing or proposed storm drain line, the sewer service shall be rerouted over or under the storm drain, whichever will allow the proper flow from the clean-out to the main. This includes the lateral and parallel sewer if necessary. If rerouting is not possible, the Contractor shall contact the Engineer or the Engineer's authorized representative to discuss alternate methods to resolve the problem. This additional work shall be paid for under the line item for sanitary sewer main or service whichever is applicable. Any of the above additional work shall be subject to the approval of the Engineer.

Sewer service lines shall be connected to existing private lines at the property line with an approved adapter. Contractor shall notify the sewer customer when he will be changing out the sewer service line and approximately how long it will take. Lines installed for future use shall be plugged with an approved adapter, which can be removed without damage to the pipe bells.

The Contractor shall mark the face of the curb with an "S" stamped into the wet concrete where the curb is finished over the sewer service and shall keep construction records showing all lines, fittings, taps, etc., with sufficient data to accurately locate these items after the trench has been backfilled. In the event of a failure, by the Contractor, to accurately locate all items listed herein, the Contractor will be held responsible in relocating these items at his own expense.

**907-262.03.7--Connection to Existing Manholes.** When removing sewer lines, the Contractor shall break out the existing sewer at all manholes and grout a new gasket in the manhole wall. The new sewer pipe shall be installed after the grout has been given sufficient time to set up. The Contractor shall repair any damage done to the invert of the existing manhole at his own expense.

**907-262.03.8--Backfilling Trenches.** Backfilling shall be made with the material excavated from the trench provided that the excavated material is suitable for backfilling. Suitable materials shall be construed as material that will compact readily when the usual methods of mechanical tamping are used.

All backfill material shall be free from cinders, ashes, roots, refuse, vegetative matter, excess organic material, rocks, stones or other unsuitable materials.

Existing/native material shall be utilized as backfill wherever possible. In the event that existing material is unsuitable for backfill, borrow material may be used. This borrow material must be from a pre-approved source. The placement of borrow material must be approved by the Engineer or the Engineer's authorized representative. The excavation and disposal of unsuitable material shall be measured and paid for as Excess Excavation.

All trenches shall be backfilled by hand or by approved mechanical methods from the bottom of the trench to a depth of one foot (1') above the pipe with fill placed in layers of six inches (6") and compacted by tamping to ninety-five percent (95%) density in accordance with ASTM D 1557, so as to insure that the backfill is well placed and compacted beneath the haunches of the pipe. Backfilling material shall be deposited in the trench for its full width of each side of the pipe, fittings, and appurtenances simultaneously. Care shall be exercised to prevent distortion or damage to the pipe. The Contractor shall use special care in placing this portion of the backfill so as to avoid injuring or moving pipe.

From one foot (1') above the pipe to the grade shown on the drawings or specified herein, the trench shall be backfilled in layers which do not exceed eight inches (8") before compaction and shall be compacted with approved mechanical equipment to ninety-five percent (95%) density in accordance with ASTM D 1557, unless approved otherwise by the Engineer or the Engineer's authorized representative.

The Engineer or the Engineer's authorized representative shall have the right to forbid the use of any compacting tools or machines that he considers dangerous to the pipe or incapable of compacting the backfill properly.

The Contractor shall take random density tests in the trench lines to assure that proper compaction has been achieved.

Where any sheathing or bracing is withdrawn as the backfilling progresses, all voids or spaces left thereby shall be carefully and thoroughly filled and compacted with properly shaped tools.

After completion of backfilling, all materials not used therein, including any excess excavation shall be removed and disposed of and all roads, shoulders, and other places in the line of work shall be left free, clean and in good order.

**907-262.03.09--Sewer Line Inspection.** All new sewer lines shall be "lamped" between manholes. The Contractor shall provide mirrors, adequate battery operated lights and other necessary equipment and personnel to make this inspection.

All new PVC sewer lines shall be tested for diametric deflection by the Contractor at his expense using a GO-NO-GO type mandrel as manufactured by Hurco Technologies, Inc. or approved equal. The mandrel shall have an outside diameter of not less than ninety-five percent (95%) of the PVC pipe inside diameter. Deflection of PVC pipe after installation and backfill shall not exceed five percent (5%). Pipe found to be deflected more than five percent (5%) shall be replaced at the Contractor's expense. This testing shall be accomplished prior to final acceptance and after all of the sewer pipe has been completely installed, backfilled, and in place for thirty (30) calendar days.

Upon completion of "lamping" and mandrel test, the Contractor shall video all new sewer mains and sewer services on the project after a minimum of thirty (30) calendar days from installation. The Contractor shall give a copy of the video to the Engineer or the Engineer's authorized representative for review and approval of the new sewer lines and services prior to the installation of road base. The Contractor shall make arrangements for the Engineer or the Engineer's authorized representative to be present to witness the "lamping", mandrel test, and making of the video.

In the event that any imperfection in any of the new sewer lines or services is discovered during the "lamping", mandrel test or review of the video, the Contractor shall correct the problem(s) immediately at his own expense. Once the Contractor believes the problem(s) has been corrected, the entire section(s) of pipe (i.e. manhole to manhole) containing the imperfection(s) shall be re-lamped, re-mandrelled and re-videoed following all the same requirements as imposed for the original testing. This procedure shall be repeated until the pipe segment(s) is approved for acceptance by the Engineer or the Engineer's authorized representative. All cost incurred for correcting problems and re-testing shall be the responsibility of the contractor.

**907-262.03.10--Parallel Installation.** All proposed sewer lines, sewer services and sewer force mains shall be laid at least ten feet (10') horizontally and eighteen inches (18") vertically below any existing or proposed water main or service. The distance shall be measured edge to edge. Any deviations must be approved by the City on a case-by-case basis, if supported by field data.

**907-262.03.11--Crossings.** Sewer services and sewer force mains crossing water mains or water services shall be laid to provide a minimum vertical distance of eighteen inches (18") between the outside of the water line and the outside sewer line. Special structural support for the water and sewer pipes may be required. Any deviation must be approved by the City on a case-by-case basis, if supported by field data.

**907-262.03.12--Air Release Valve Installation.** The Contractor shall keep construction records showing the profile of the new force main. Air release valves shall be installed wherever the

profile indicates a peak in the grade of the force main. Installation shall be in accordance with the details on the plans.

**907-262.03.13--Pressure Tests.** The sections and complete sewer force main shall be subjected to pressure tests conforming with AWWA Standard C-600-87, Section 4 and shall successfully pass the leakage test as determined by the following formula:

$$L = \frac{SD(8.66)}{133,200}$$

Where:

- L = allowable leakage, in gallons per hour
- S = length of pipe tested, in feet
- D = nominal diameter of the pipe, in inches

The test pressure shall be seventy-five pounds per square inch (75 psi). The duration of the test shall be at least four (4) hours

**907-262.03.14--Directional Drilling.** Directional drilling of sewer pipe shall meet the requirements of Subsection 907-603.03 of Special Provision 907-603-16.

**907-262.04--Method of Measurement.** Measurement for sewer items will be measured in place, by length in linear feet along the centerline of each line from the center to center of the intersecting line or to the farthest extent of terminal fittings with no deductions for valves, fittings, etc. Excavation, dewatering, backfilling, thrust blocks, PVC fittings, marking tape, locator wire, concrete clean-out pads, sheathing and shoring will not be measured separately, but shall be absorbed as a part of the item of the sewer main furnished and installed.

Aggregate for pipe bedding, if ordered by the Engineer or the Engineer's authorized representative, will be measured and paid for under its appropriate pay item.

If existing/native material is used as backfill, there shall be no additional payment for excavation and backfill. If existing material is unsuitable for backfill, borrow material may be used. This borrow material must be from a pre-approved source. Approved placement of borrow will be measured by volume in cubic yards. The excavation and disposal of the unsuitable material shall be measured and paid for as Excess Excavation.

The clean-outs shall be measured as linear feet of sewer service lines. Brass clean-out plugs will not be measured for separate payment but shall be included in the unit price bid for sewer service lines.

Stamping service line and valve locations in curb will not be measured for separate payment.

Standard and high traffic clean-out covers will be measured by the pound and paid as castings in accordance with Special Provision 907-604.

“Megalug” retainer glands shall be measured by the pound from the dimensions and shipping weights shown on the submittals and paid as ductile iron fittings in accordance with Special Provision 907-604. Ductile iron fittings will be measured by the pound in accordance with Special Provision 907-604.

Bypass pumping, pressure testing, plugging and blocking will be considered subsidiary obligations of the Contractor and will not be measured for separate payment.

Air release valves will be measured per each complete in place. The manhole, casting, stabilizer aggregate, saddle, valve, one inch (1") and two inch (2") PVC pipe will not be measured separately, but shall be included as a part of the air release valve furnished and installed.

Mandrel testing, “lamping” and making video of new sewer lines shall not be measured for separate payment. The cost thereof shall be absorbed in the bid price per linear foot of new sewer line.

**907-262.05--Basis of Payment.** This work will be paid for at the contract unit prices per unit specified, complete in place, which shall be full compensation for completing the work. Materials or work for which a pay item is not included and are necessary to complete the work under this section shall be furnished or performed and shall be considered incidental to the completed construction.

**907-262.05--Basis of Payment.** This work will be paid for at the contract unit prices per unit specified, complete in place, which shall be full compensation for completing the work. Materials or work for which a pay item is not included and are necessary to complete the work under this section shall be furnished or performed and shall be considered incidental to the completed construction.

Payment will be made under:

907-262-A: ___ " _____ Sanitary Sewer Main	-per linear foot
907-262-C: ___ " _____ Sanitary Sewer Service	-per linear foot
907-262-D: ___ " _____ Casing Pipe *	-per linear foot
907-262-L: ___ " _____ Sanitary Sewer Force Main	-per linear foot

\* Additional information may be added

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SPECIAL PROVISION NO. 907-403-11**

**CODE: (SP)**

**DATE: 08/21/2012**

**SUBJECT: Stone Matrix Asphalt (SMA)**

Section 403, Hot Bituminous Pavement, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as amended by this special provision is applicable to Stone Matrix Asphalt (SMA) Only.

**SECTION 907-403 - STONE MATRIX ASPHALT PAVEMENT**

**907-403.01--Description.** This work consists of constructing one or more lifts of SMA pavement on a prepared surface in accordance with the requirements of Section 403 for Hot Mix Asphalt (HMA), with the exceptions set forth in this special provision. The SMA shall meet the requirements of this section and in reasonably close conformity with the lines, grades, thicknesses, and typical cross sections shown on the plans or established by the Engineer. This work shall also include applicable in-grade preparation of the underlying course in accordance with Section 321.

**907-403.04--Method of Measurement.** Stone matrix asphalt will be measured by the ton.

**907-403.05--Basis of Payment.** Subject to the adjustments set out in Subsections 401.02.6.3, 401.02.6.4, 401.02.6.5, 401.02.6.6 & 907-403.03.2, stone matrix asphalt, measured as prescribed above, will be paid for at the contract unit price per ton for each lift of pavement specified in the bid schedule and shall be full compensation for completing the work.

**907-403.05.2--Pay Items.**

Payment will be made under:

907-403-AA: Stone Matrix Asphalt,  $\frac{(1)}{\text{Mixture}}$  - per ton

(1) 9.5 mm mixture, 12.5 mm mixture, or 19 mm mixture



**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**SUPPLEMENT TO SPECIAL PROVISION NO. 907-714-6**

**DATE: 04/11/2013**

**SUBJECT: Miscellaneous Materials**

In the fifth paragraph of Subsection 907-714.05.1 on page 1, change “6.0%” to “8.0%”.

Interchange Construction of the I-10 / I-110 Interchange Including - CD Roads, Leg Ramps, Loop Ramps and the D'lberville Road Interchange, known as State Project No. NHS-0010-01(144) / 105281301 in Harrison County.

Line No.	Item Code	Adj Code	Quantity	Units	Description [Fixed Unit Price]
					<b>Roadway Items</b>
0010	201-A001		1	Lump Sum	Clearing and Grubbing
0020	202-A001		1	Lump Sum	Removal of Obstructions
0030	202-B005		5,902	Square Yard	Removal of Asphalt Pavement, All Depths
0040	202-B008		1	Each	Removal of Box Culvert
0050	202-B009		1	Each	Removal of Bridge
0060	202-B030		20	Square Yard	Removal of Concrete Pavement, All Depths
0070	202-B036		51	Square Yard	Removal of Concrete Slope Paving
0080	202-B041		13,272	Linear Feet	Removal of Fence, All Types
0090	202-B055		6	Each	Removal of High Mast Lighting Assembly
	Changed 04/15/2013				
0100	202-B056		4	Each	Removal of High Mast Lighting Foundation
0110	202-B057		19	Each	Removal of Inlets, All Sizes
0120	202-B060		43	Each	Removal of Low Mast Lighting Assembly
	Changed 04/15/2013				
0130	202-B061		43	Each	Removal of Low Mast Lighting Foundation
	Changed 04/15/2013				
0140	202-B063		3	Each	Removal of Overhead Sign Including Panels, Truss, Supports & Footing
0150	202-B064		4,454	Linear Feet	Removal of Pipe, 8" And Above
0160	202-B071		740	Square Feet	Removal of Sign Panels Including Hardware
0170	202-B078		19,618	Square Yard	Removal of Pavement, All Types and Depths
0180	202-B087		1,799	Linear Feet	Removal of Guard Rail, Including Rails, Posts and Terminal Ends
0190	202-B093		200	Linear Feet	Removal of Curb & Gutter, All Types
0200	202-B094		2,877	Linear Feet	Removal of Curb &/or Curb and Gutter, All Types
0210	202-B100		1	Each	Removal of Existing Lighting Controllers
	Changed 04/15/2013				
0220	202-B102		80	Linear Feet	Removal of Guard Rail
0230	202-B105		40	Each	Removal of Pipe Headwall, All Sizes
0240	202-B106		14,177	Linear Feet	Removal of Pipe, All Sizes
0250	202-B107		10	Each	Removal of Sign, Ground Mounted with Posts
0260	202-B146		19,635	Linear Feet	Removal of Existing Wiring
	Changed 04/15/2013				
0270	202-B185		7	Each	Removal of Structure, Every Item In Each Phase

Line No.	Item Code	Adj Code	Quantity	Units	Description [Fixed Unit Price]
0280	202-B231		10	Each	Removal of Fire Hydrant
0290	202-B235		2	Each	Removal of Lift Station
0292	202-B247		21	Each	Removal of Pull Box
Added 04/15/2013					
0300	202-B248		14	Each	Removal of Manhole
0310	202-B290		2	Each	Removal of Power/Light Pole
0320	202-B300		49,813	Gallon	Removal of Sewage
0330	203-A003	(E)	85,093	Cubic Yard	Unclassified Excavation, FM, AH
0340	203-EX005	(E)			
Deleted 04/15/2013					
0350	203-EX013	(E)	105,155	Cubic Yard	Borrow Excavation, AH, FME, Class B7
0360	203-G003	(E)	3,307	Cubic Yard	Excess Excavation, FM, AH
0370	203-I001		3,650	Square Yard	Site Grading
0380	206-A001	(S)	14,932	Cubic Yard	Structure Excavation
0390	206-B001	(E)	66	Cubic Yard	Select Material for Undercuts, Contractor Furnished, FM
0400	209-A004		147,195	Square Yard	Geotextile Stabilization, Type V, Non-Woven
0410	211-A001		306,556	Square Yard	Topsoil for Slope Treatment, From Right-of-Way
0420	212-B001		408,742	Square Yard	Standard Ground Preparation
0430	213-B001		43	Ton	Combination Fertilizer, 13-13-13
0440	213-C001		43	Ton	Superphosphate
0450	216-A001		50,664	Square Yard	Solid Sodding
0460	217-A001		14,723	Square Yard	Ditch Liner
0470	219-A001		113	Thousand Gallon	Watering [\$20.00]
0480	220-A001		43	Acre	Insect Pest Control [\$30.00]
0490	221-A001	(S)	5	Cubic Yard	Portland Cement Concrete Paved Ditch
0500	234-A001		35,475	Linear Feet	Temporary Silt Fence
0510	236-A004		3	Each	Silt Basin, Type D
0520	239-A001		968	Linear Feet	Temporary Slope Drains
0530	406-A001		152,841	Square Yard	Cold Milling of Bituminous Pavement, All Depths
0540	423-A001		9	Mile	Rumble Strips, Ground In
0550	501-E001		164	Linear Feet	Expansion Joints, Without Dowels
0560	502-A001	(C)	354	Square Yard	Reinforced Cement Concrete Bridge End Pavement
0570	503-C007				
Deleted 04/15/2013					
0580	602-A001	(S)	51,680	Pounds	Reinforcing Steel

Line No.	Item Code	Adj Code	Quantity	Units	Description [Fixed Unit Price]
0590	603-A048	(S)	76	Linear Feet	6" Steel Pipe, Wall Thickness 0.188"
0600	603-A049	(S)	80	Linear Feet	6" Steel Pipe, Jacked or Bored, Wall Thickness 0.188"
0610	603-A050	(S)	152	Linear Feet	12" Steel Pipe, Wall Thickness 0.188"
0620	603-A051	(S)	1,181	Linear Feet	20" Steel Pipe, Wall Thickness 0.250"
0630	603-A052	(S)	390	Linear Feet	20" Steel Pipe, Jacked or Bored, Wall Thickness 0.250"
0640	603-A053	(S)	1,299	Linear Feet	24" Steel Pipe, Wall Thickness 0.281"
0650	603-A054	(S)	554	Linear Feet	24" Steel Pipe, Jacked or Bored, Wall Thickness 0.281"
0660	603-A055	(S)	80	Linear Feet	32" Steel Pipe, Wall Thickness 0.500"
0670	603-A056	(S)	721	Linear Feet	36" Steel Pipe, Wall Thickness 0.500"
0680	603-A057	(S)	484	Linear Feet	36" Steel Pipe, Jacked or Bored, Wall Thickness 0.500"
0690	603-CA001	(S)	120	Linear Feet	15" Reinforced Concrete Pipe, Class III
0700	603-CA002	(S)	66	Linear Feet	18" Reinforced Concrete Pipe, Class III
0710	603-CA088	(S)	3,841	Linear Feet	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets
0720	603-CA089	(S)	2,170	Linear Feet	24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets
0730	603-CA090	(S)	919	Linear Feet	30" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets
0740	603-CA091	(S)	804	Linear Feet	36" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets
0750	603-CA093	(S)	207	Linear Feet	48" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets
0760	603-CA104	(S)	63	Linear Feet	60" Reinforced Concrete Pipe, Class III, Rubber Type Gasket
0770	603-CB001	(S)	10	Each	18" Reinforced Concrete End Section
0780	603-CB002	(S)	4	Each	24" Reinforced Concrete End Section
0790	603-CB003	(S)	4	Each	30" Reinforced Concrete End Section
0800	603-CB004	(S)	4	Each	36" Reinforced Concrete End Section
0810	603-CB006	(S)	4	Each	48" Reinforced Concrete End Section
0820	603-CB008	(S)	2	Each	60" Reinforced Concrete End Section
0830	603-CE014	(S)	364	Linear Feet	51" x 31" Concrete Arch Pipe, Class A IV
0840	603-CE016	(S)	132	Linear Feet	65" x 40" Concrete Arch Pipe, Class A IV
0850	603-CE037	(S)	114	Linear Feet	65" x 40" Concrete Arch Pipe, Class A III, Flexible Plastic Gaskets
0860	603-CE038	(S)	2,190	Linear Feet	88" x 54" Concrete Arch Pipe, Class A III, Flexible Plastic Gaskets
0870	603-CE040	(S)	434	Linear Feet	51" x 31" Concrete Arch Pipe, Class A III, Flexible Plastic Gaskets
0880	603-CE041	(S)	530	Linear Feet	29" x 18" Concrete Arch Pipe, Class A III, Flexible Plastic Gaskets
0890	603-CE042	(S)	12	Linear Feet	44" x 27" Concrete Arch Pipe, Class A III, Flexible Plastic Gaskets
0900	603-CE043	(S)	114	Linear Feet	58" x 36" Concrete Arch Pipe, Class A III, Flexible Plastic Gaskets
0910	603-CE044	(S)	74	Linear Feet	73" x 45" Concrete Arch Pipe, Class A III, Flexible Plastic Gaskets
0920	603-CE045	(S)	854	Linear Feet	36" x 23" Concrete Arch Pipe, Class A III, Flexible Plastic Gaskets
0930	603-CF002	(S)	6	Each	29" x 18" Concrete Arch Pipe End Section

Line No.	Item Code	Adj Code	Quantity	Units	Description [Fixed Unit Price]
0940	603-CF003	(S)	14	Each	36" x 23" Concrete Arch Pipe End Section
0950	603-CF004	(S)	2	Each	44" x 27" Concrete Arch Pipe End Section
0960	603-CF005	(S)	10	Each	51" x 31" Concrete Arch Pipe End Section
0970	603-CF006	(S)	2	Each	58" x 36" Concrete Arch Pipe End Section
0980	603-CF007	(S)	2	Each	65" x 40" Concrete Arch Pipe End Section
0990	603-CF009	(S)	2	Each	88" x 54" Concrete Arch Pipe End Section
1000	604-A001		21,649	Pounds	Castings
1010	604-B001		6,650	Pounds	Gratings
1020	606-B001		3,952	Linear Feet	Guard Rail, Class A, Type 1
1030	606-C001		7	Each	Guard Rail, Cable Anchor Type 1, Wood Post
1040	606-D008		11	Each	Guard Rail, Bridge End Section, Type H
1050	606-D012		5	Each	Guard Rail, Bridge End Section, Type I
1060	606-E001		22	Each	Guard Rail, Terminal End Section
1070	607-B006		15,924	Linear Feet	60" Type II Chain Link Fence, Class II
1080	607-E001		600	Linear Feet	Barbed Wire Fence, Single Strand
1090	607-P1007		863	Each	Line Post, 7' x 1 1/2" Galvanized Steel
1100	607-P1009		172	Each	Line Post, 9' x 2" Galvanized Steel
1110	607-P1010		115	Each	Line Post, 10' x 2" Galvanized Steel
1120	607-P2019		25	Each	Brace Post, 10' x 2" Galvanized Steel
1130	607-P2022		17	Each	Brace Post, 12' x 2" Galvanized Steel
1140	607-P2023		123	Each	Brace Post, 8' x 2" Galvanized Steel
1150	608-A001	(S)	40	Square Yard	Concrete Sidewalk, Without Reinforcement
1160	609-B001	(S)	1,057	Linear Feet	Concrete Curb, Header
1170	609-D001	(S)	190	Linear Feet	Combination Concrete Curb and Gutter Type 1
1180	609-D005	(S)	3,012	Linear Feet	Combination Concrete Curb and Gutter Type 3B Modified
1190	609-D006	(S)	4,791	Linear Feet	Combination Concrete Curb and Gutter Type 1 Modified
1200	609-D007	(S)	1,370	Linear Feet	Combination Concrete Curb and Gutter Type 2 Modified
1210	614-A002	(S)	59	Square Yard	Concrete Driveway, Without Reinforcement, 6-inch Thickness
1220	615-A003	(S)	2,981	Linear Feet	Concrete Type IV Cast-in-Place Median Barrier
1230	615-A018	(S)	40	Linear Feet	Concrete Bridge End Barrier, 33.5"
1240	616-A001	(S)	2,096	Square Yard	Concrete Median and/or Island Pavement, 4-inch
1250	616-A003	(S)	57	Square Yard	Concrete Median and/or Island Pavement, 10-inch
1260	618-A001		1	Lump Sum	Maintenance of Traffic
1270	618-B001		64	Square Feet	Additional Construction Signs [\$10.00]
1280	619-A1001		1,875	Linear Feet	Temporary Traffic Stripe, Continuous White

Line No.	Item Code	Adj Code	Quantity	Units	Description [Fixed Unit Price]
1290	619-A1004		22	Mile	Temporary Traffic Stripe, Continuous White, Paint
1300	619-A2001		2,500	Linear Feet	Temporary Traffic Stripe, Continuous Yellow
1310	619-A2004		16	Mile	Temporary Traffic Stripe, Continuous Yellow, Paint
1320	619-A3007		16	Mile	Temporary Traffic Stripe, Skip White, Paint
1330	619-A4007		1	Mile	Temporary Traffic Stripe, Skip Yellow, Paint
1340	619-A6002		144	Square Feet	Temporary Traffic Stripe, Legend
1350	619-D1001		1,045	Square Feet	Standard Roadside Construction Signs, Less than 10 Square Feet
1360	619-D2001		1,508	Square Feet	Standard Roadside Construction Signs, 10 Square Feet or More
1370	619-D3001		28	Each	Remove and Reset Signs, All Sizes
1380	619-E1001		4	Each	Flashing Arrow Panel, Type C
1390	619-F1001		941	Linear Feet	Concrete Median Barrier, Precast
1400	619-F2001		941	Linear Feet	Remove and Reset Concrete Median Barrier, Precast
1410	619-G4001		816	Linear Feet	Barricades, Type III, Single Faced
1420	619-G4004		24	Linear Feet	Barricades, Type III, Single Faced, Permanent, Red/White
1430	619-G5001		487	Each	Free Standing Plastic Drums
1440	619-G7001		13	Each	Warning Lights, Type "B"
1450	619-J1003		2	Unit	Impact Attenuator, 60 MPH
1460	619-J2002		2	Unit	Impact Attenuator, 60 MPH, Replacement Package
1470	620-A001		1	Lump Sum	Mobilization
1480	627-K001		3,006	Each	Red-Clear Reflective High Performance Raised Markers
1490	627-L001		823	Each	Two-Way Yellow Reflective High Performance Raised Markers
1500	627-M001		19	Each	One-Way Clear Reflective High Performance Raised Markers
1510	630-A001		83	Square Feet	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness
1520	630-A002		454	Square Feet	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness
1530	630-B001		660	Square Feet	Interstate Directional Signs, Bolted Extruded Aluminum Panels, Ground Mounted
1540	630-B002		8,080	Square Feet	Interstate Directional Signs, Bolted Extruded Aluminum Panels, Overhead Mounted
1550	630-C003		659	Linear Feet	Steel U-Section Posts, 3.0 lb/ft
1560	630-D004		37	Linear Feet	Structural Steel Beams, W6 x 12
1570	630-D010		86	Linear Feet	Structural Steel Beams, W12 x 26
1580	630-E001		101	Pounds	Structural Steel Angles & Bars, 3" x 3" x 1/4" Angles
1590	630-E004		466	Pounds	Structural Steel Angles & Bars, 7/16" x 2 1/2" Flat Bar
1600	630-F001		112	Each	Delineators, Guard Rail, White
1610	630-F002		51	Each	Delineators, Guard Rail, Yellow
1620	630-F006		64	Each	Delineators, Post Mounted, Single White
1630	630-F007		45	Each	Delineators, Post Mounted, Single Yellow

Line No.	Item Code	Adj Code	Quantity	Units	Description [Fixed Unit Price]
1640	630-F008		222	Each	Delineators, Post Mounted, Double White
1650	630-F009		91	Each	Delineators, Post Mounted, Double Yellow
1660	630-K002		420	Linear Feet	Welded & Seamless Steel Pipe Posts, 3 1/2"
1670	630-K003		83	Linear Feet	Welded & Seamless Steel Pipe Posts, 4"
1680	640-A001		5	Each	Traffic Signal Heads, Type 1
1690	640-A006		1	Each	Traffic Signal Heads, Type 3
1700	640-A016		9	Each	Traffic Signal Heads, Type 1 LED
1710	640-A027		12	Each	Traffic Signal Head, Type 5T LED
1720	640-A036		2	Each	Traffic Signal Heads, Type 5L, LED
1730	640-A045		1	Each	Traffic Signal Heads, Type 3L, LED
1740	640-A046		1	Each	Traffic Signal Heads, Type 7L, LED
1750	642-A001		4	Each	Solid State Traffic Actuated Controllers, Type 8M
1760	644-A001		10	Each	Optical Detector
1770	644-B001		767	Linear Feet	Optical Detector Cable
1780	644-C002		4	Each	Phase Selector, 4 Channel
1790	647-A002		4	Each	Pullbox, Type 3
1800	647-A005		5	Each	Pullbox, Type 2
1810	648-A001		4	Each	Radio Interconnect, Installed in New Controller Cabinet
1820	653-A001		96	Square Feet	Traffic Sign, Encapsulated Lens
1830	666-B054		678	Linear Feet	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 8 Conductor
1840	666-C017		426	Linear Feet	Electric Cable, Aerial Supported, IMSA 20-1, AWG 14, 8 Conductor
1850	668-A018		327	Linear Feet	Traffic Signal Conduit, Underground, Type 4, 2"
1860	668-A020		50	Linear Feet	Traffic Signal Conduit, Underground, Type 4, 3"
1870	668-B025		328	Linear Feet	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 3"
1880	682-A003				Deleted 04/15/2013
1890	682-A015		15,855	Linear Feet	Underground Branch Circuit, AWG 2, 3 Conductor
	Changed 04/15/2013				
1900	682-A025		7,995	Linear Feet	Underground Branch Circuit, AWG 4, 3 Conductor
	Changed 04/15/2013				
1910	682-A031		5,655	Linear Feet	Underground Branch Circuit, AWG 6, 3 Conductor
	Changed 04/15/2013				
1920	682-B001				Deleted 04/15/2013
1922	682-B016		2,160	Linear Feet	Underground Branch Circuit, Jacked or Bored, AWG 2, 3 Conductor
	Added 04/15/2013				

Line No.	Item Code	Adj Code	Quantity	Units	Description [Fixed Unit Price]
1924	682-B025		720	Linear Feet	Underground Branch Circuit, Jacked or Bored, AWG 4, 3 Conductor Added 04/15/2013
1926	682-B031		1,310	Linear Feet	Underground Branch Circuit, Jacked or Bored, AWG 6, 3 Conductor Added 04/15/2013
1930	682-D001		43	Each	Underground Pull Box Changed 04/15/2013
1940	682-F001		6	Each	Secondary Power Controllers Changed 04/15/2013
1950	683-A025		9	Each	Lighting Assembly, High Mast, Type 110-4
1960	683-A028		3	Each	Lighting Assembly, High Mast, Type 110-5
1970	683-A031		1	Each	Lighting Assembly, High Mast, Type 110-6
1980	683-A043		14	Each	Lighting Assembly, High Mast, Type 120-4
1990	683-A046		3	Each	Lighting Assembly, High Mast, Type 120-5
2000	683-A049		2	Each	Lighting Assembly, High Mast, Type 120-6
2010	683-A052		2	Each	Lighting Assembly, High Mast, Type 120-8
2012	683-B113		19	Each	Lighting Assembly, Low Mast, Type 50-1-15-250 Added 04/15/2013
2020	683-B115				Deleted 04/15/2013
2022	684-A004		35	Cubic Yard	Pole Foundation, 36" Diameter Changed 04/15/2013
2024	684-A006		335	Cubic Yard	Pole Foundation, 48" Diameter Changed 04/15/2013
2026	684-B004		7	Linear Feet	Slip Casing, 36" Diameter Added 04/15/2013
2028	684-B006		20	Linear Feet	Slip Casing, 48" Diameter Added 04/15/2013
2030	685-D001		3	Each	Service Pole
2040	686-A001		2	Each	Relocation of Existing Lighting Assemblies
2050	809-A004	(S)	24,174	Square Feet	Mechanically Stabilized Earth Wall System
2060	815-A009	(S)	1,181	Ton	Loose Riprap, Size 300 Changed 04/15/2013
2070	815-D001	(S)	90	Cubic Yard	Concrete Slope Paving
2080	815-F002	(S)	272	Ton	Sediment Control Stone
2090	907-225-A001		90	Acre	Grassing



Line No.	Item Code	Adj Code	Quantity	Units	Description [Fixed Unit Price]
2100	907-225-B001		169	Ton	Agricultural Limestone
2110	907-225-C001		174	Ton	Mulch, Vegetative Mulch
2120	907-226-A001		86	Acre	Temporary Grassing
2130	907-234-D001		73	Each	Inlet Siltation Guard
2140	907-237-A003		7,380	Linear Feet	Wattles, 20"
2150	907-246-A002		500	Each	Sandbags
2160	907-249-A001		1,893	Ton	Riprap for Erosion Control
2170	907-249-B001		50	Cubic Yard	Remove and Reset Riprap
2180	907-260-A004		1	Lump Sum	Sewage Pumping Station, DD
2190	907-260-A005		1	Lump Sum	Sewage Pumping Station, UU
2200	907-262-A007	(S)	2,526	Linear Feet	8" PVC SDR 26 Sanitary Sewer Main
2210	907-262-A008	(S)	1,188	Linear Feet	10" PVC SDR 26 Sanitary Sewer Main
2220	907-262-A009	(S)	404	Linear Feet	12" PVC SDR 26 Sanitary Sewer Main
2230	907-262-C002		115	Each	6" PVC SDR-26 Sanitary Sewer Service
2240	907-262-D002	(S)	782	Linear Feet	16" HDPE Casing Pipe
2250	907-262-D002	(S)	560	Linear Feet	16" HDPE Casing Pipe Directional Bore
2260	907-262-L001	(S)	135	Linear Feet	2" PVC Sanitary Sewer Force Main
2270	907-262-L002	(S)	230	Linear Feet	4" PVC Sanitary Sewer Force Main
2280	907-262-L003	(S)	2,554	Linear Feet	6" PVC Sanitary Sewer Force Main
2290	907-262-L004	(S)	975	Linear Feet	8" PVC Sanitary Sewer Force Main
2300	907-262-L005	(S)	1,308	Linear Feet	20" PVC Sanitary Sewer Force Main
2310	907-262-L006	(S)	1,343	Linear Feet	6" HDPE Sanitary Sewer Force Main
2320	907-262-L007	(S)	1,250	Linear Feet	20" HDPE Sanitary Sewer Force Main
2330	907-265-A001	(S)	819	Linear Feet	6" PVC Pipe
2340	907-265-A002	(S)	2,614	Linear Feet	8" PVC Pipe, C-900
2350	907-265-A005	(S)	1,077	Linear Feet	10" C900 PVC Water Main
2360	907-265-A007	(S)	6,205	Linear Feet	12" C900 PVC Water Main
2370	907-265-D008		4	Each	10" Gate Valve
2380	907-265-D009		16	Each	12" Gate Valve
2390	907-265-D013		6	Each	8" Water Valve
2400	907-265-D014		7	Each	6" Water Valve
2410	907-265-D015		2	Each	12" Insertion Valve
2420	907-265-D016		2	Each	10" Insertion Valve
2430	907-265-D017		3	Each	8" Insertion Valve
2440	907-265-F001		14	Each	Fire Hydrant Assembly

Line No.	Item Code	Adj Code	Quantity	Units	Description [Fixed Unit Price]
2450	907-265-I003		6	Each	Water Meter Installation
2460	907-265-J006		1	Each	Relocate Fire Hydrant
2470	907-265-K003		1	Each	Cap Existing 6" Water Main
2480	907-265-K004		3	Each	Cap Existing 8" Water Main
2490	907-265-K005		2	Each	12" Line Stop
2500	907-265-K006		4	Each	20" Line Stop
2510	907-265-K007		2	Each	10" Line Stop
2520	907-265-L002	(S)	57	Linear Feet	3/4" Diameter Water Service Line
2530	907-265-L003	(S)	150	Linear Feet	2" Diameter Water Service
2540	907-265-M003		5	Each	3/4" Water Meter
2550	907-265-O001		1	Each	12"x12" Tapping Sleeve & 12" Valve
2560	907-265-O002		1	Each	10"x10" Tapping Sleeve & 10" Valve
2570	907-265-O003		3	Each	8"x8" Tapping Sleeve & 8" Valve
2580	907-265-O004		1	Each	8"x6" Tapping Sleeve & 6" Valve
2590	907-265-O005		2	Each	6"x6" Tapping Sleeve & 6" Valve
2600	907-266-A001		1	Lump Sum	Duplex Pump Control Panel, UU
2610	907-266-A002		1	Lump Sum	Duplex Pump Control Panel, DD
2620	907-267-A001		1	Lump Sum	Wireless Monitoring and Control System, Station UU
2630	907-267-A002		1	Lump Sum	Wireless Monitoring and Control System, Station DD
2640	907-267-A003		1	Lump Sum	Wireless Monitoring and Control System, Station WWTF
2650	907-304-A004	(GY)	818	Cubic Yard	Granular Material, LVM, Class 6, Group C
2670	907-402-A002	(BA1)	5,311	Ton	Hot Mix Asphalt, Open Graded Friction Course, 9.5mm Mixture
2680	907-402-B001	(A3)	14,162	Gallon	Bituminous Tack Coat
2690	907-403-AA001	(BA1)	13,640	Ton	Stone Matrix Asphalt, 9.5 mm Mixture
2700	907-403-S004		53	Mile	Joint Sealant
2710	907-407-A001	(A2)	17,581	Gallon	Asphalt for Tack Coat
2720	907-601-A001	(S)	223	Cubic Yard	Class "B" Structural Concrete
2730	907-601-B001	(S)	288	Cubic Yard	Class "B" Structural Concrete, Minor Structures, Per Plans
2740	907-603-ALT01	(S)	173	Linear Feet	18" Type A Alternate Pipe
2750	907-603-DD006	(S)	780	Linear Feet	8" HDPE Force Main Pipe, Directional Bore
2760	907-604-C001	(S)	5	Each	Precast Manhole, 48-inch Diameter 4' Dia. Precast Concrete Manhole(0-6')
2770	907-604-C001	(S)	7	Each	Precast Manhole, 48-inch Diameter 4' Dia. Precast Concrete Manhole(10'-12')
2780	907-604-C001	(S)	1	Each	Precast Manhole, 48-inch Diameter 4' Dia. Precast Concrete Manhole(12'-14')
2790	907-604-C001	(S)	1	Each	Precast Manhole, 48-inch Diameter 4' Dia. Precast Concrete Manhole(14'-16')
2800	907-604-C001	(S)	5	Each	Precast Manhole, 48-inch Diameter 4' Dia. Precast Concrete Manhole(6'-8')

Line No.	Item Code	Adj Code	Quantity	Units	Description [Fixed Unit Price]
2810	907-604-C001	(S )	8	Each	Precast Manhole, 48-inch Diameter 4 Dia. Precast Concrete Manhole(8'-10')
2820	907-604-D001	(S )	32,926	Pounds	Ductile Iron Fittings
2830	907-604-E001	(S )	1,911	Square Feet	100% Solid Polymer Liner
2840	907-617-A001		124	Each	Right-of-Way Marker
2850	907-619-E3001		6	Each	Changeable Message Sign
2860	907-619-L001		500	Linear Feet	Construction Safety Fence
2870	907-626-A003		13	Mile	6" Thermoplastic Traffic Stripe, Skip White
2880	907-626-C003		9	Mile	6" Thermoplastic Double Drop Edge Stripe, Continuous White
2890	907-626-D004		1,127	Linear Feet	6" Thermoplastic Traffic Stripe, Skip Yellow
2900	907-626-E004		3	Mile	6" Thermoplastic Traffic Stripe, Continuous Yellow
2910	907-626-F003		8	Mile	6" Thermoplastic Double Drop Edge Stripe, Continuous Yellow
2920	907-626-G004		22,286	Linear Feet	Thermoplastic Detail Stripe, White
2930	907-626-G005		4,147	Linear Feet	Thermoplastic Detail Stripe, Yellow
2940	907-626-H005		2,264	Square Feet	Thermoplastic Legend, White
2950	907-627-P001		14	Each	Two-Way Blue Reflective High Performance Raised Markers
2960	907-630-I001		1	Lump Sum	Metal Overhead Sign Supports, Assembly No. 1, Contractor Designed
2970	907-630-I002		1	Lump Sum	Metal Overhead Sign Supports, Assembly No. 2, Contractor Designed
2980	907-630-I003		1	Lump Sum	Metal Overhead Sign Supports, Assembly No. 3, Contractor Designed
2990	907-630-I004		1	Lump Sum	Metal Overhead Sign Supports, Assembly No. 4, Contractor Designed
3000	907-630-I005		1	Lump Sum	Metal Overhead Sign Supports, Assembly No. 5, Contractor Designed
3010	907-630-I007		1	Lump Sum	Metal Overhead Sign Supports, Assembly No. 7, Contractor Designed
3020	907-630-I008		1	Lump Sum	Metal Overhead Sign Supports, Assembly No. 8, Contractor Designed
3030	907-630-I009		1	Lump Sum	Metal Overhead Sign Supports, Assembly No. 9, Contractor Designed
3040	907-630-I010		1	Lump Sum	Metal Overhead Sign Supports, Assembly No. 10, Contractor Designed
3050	907-630-I012		1	Lump Sum	Metal Overhead Sign Supports, Assembly No. 11, Contractor Designed
3052	907-630-I013		1	Lump Sum	Metal Overhead Sign Supports, Assembly No. 12, Contractor Designed
					Added 04/15/2013
3060	907-630-J001				Deleted 04/15/2013
3070	907-630-J002				Deleted 04/15/2013
3080	907-630-J004				Deleted 04/15/2013
3090	907-631-B001		509	Cubic Yard	Flowable Fill, Non-Excavatable
3100	907-639-A001		2	Each	Traffic Signal Equipment Pole, Type 1, Wood

Line No.	Item Code	Adj Code	Quantity	Units	Description [Fixed Unit Price]
3110	907-639-A010		1	Each	Traffic Signal Equipment Pole, Type IV, 30' Shaft, 35' Arm
3120	907-639-A011		4	Each	Traffic Signal Equipment Pole, Type II, 17' Shaft, 35' Arm
3130	907-639-A012		1	Each	Traffic Signal Equipment Pole, Type II, 17' Shaft, 45' Arm
3140	907-639-A033		1	Each	Traffic Signal Equipment Pole, Type IV, 30' Shaft, 35' & 35' Arms
3150	907-639-A035		1	Each	Traffic Signal Equipment Pole, Type IV, 30' Shaft, 30' & 30' Arms
3160	907-639-A048		1	Each	Traffic Signal Equipment Pole, Type V, 18' Shaft
3170	907-639-A060		3	Each	Traffic Signal Equipment Pole, Type V, 8' Shaft
3180	907-639-C002		28	Cubic Yard	Pole Foundations, 36" Diameter
3190	907-639-C003		4	Cubic Yard	Pole Foundations, 24" Diameter
3200	907-639-D001		100	Linear Feet	Slip Casing, 36" Diameter
3210	907-639-D003		25	Linear Feet	Slip Casing, 24" Diameter
3220	907-649-A004		10	Each	Video Detection System, 1 Sensor, Type 2
3222	907-682-E001		19	Each	Underground Junction Box With Concrete Pad
Added 04/15/2013					
3230	907-683-G1004		2	Each	Repair of High Mast Lighting Assembly, Type 130-4-S
3240	907-683-G1005		2	Each	Repair of High Mast Lighting Assembly, Type 130-5-S
3250	907-683-G1026		1	Each	Repair of High Mast Lighting Assembly, Type 130-6-S
3280	907-699-A002		1	Lump Sum	Roadway Construction Stakes
3290	907-825-A001	(S)	4,341	Square Feet	Soil Nail Retaining Walls
3300	907-825-B001	(S)	3	Each	Soil Nail Verification Tests
3310	907-825-C001	(S)	20	Each	Soil Nail Proof Tests
<b>ALTERNATE GROUP AA NUMBER 1</b>					
3314	907-304-F002	(GT)	36,450	Ton	Size 610 Crushed Stone Base
Added 04/15/2013					
<b>ALTERNATE GROUP AA NUMBER 2</b>					
3316	907-304-F003	(GT)	36,450	Ton	3/4" and Down Crushed Stone Base
Added 04/15/2013					
<b>ALTERNATE GROUP AA NUMBER 3</b>					
3318	907-304-F004	(GT)	36,450	Ton	Size 825B Crushed Stone Base
Changed 04/15/2013					
<b>ALTERNATE GROUP BB NUMBER 1</b>					
3320	907-403-A002	(BA1)	45,996	Ton	Hot Mix Asphalt, HT, 19-mm mixture
Changed 04/15/2013					
<b>ALTERNATE GROUP BB NUMBER 2</b>					
3330	907-403-M011	(BA1)	45,996	Ton	Warm Mix Asphalt, HT, 19-mm mixture
Changed 04/15/2013					
<b>ALTERNATE GROUP CC NUMBER 1</b>					

Line No.	Item Code	Adj Code	Quantity	Units	Description [Fixed Unit Price]
3340	907-403-A012	(BA1 )	19,492	Ton	Hot Mix Asphalt, ST, 19-mm mixture
Changed 04/15/2013					
<b>ALTERNATE GROUP CC NUMBER 2</b>					
3350	907-403-M004	(BA1 )	19,492	Ton	Warm Mix Asphalt, ST, 19-mm mixture
Changed 04/15/2013					
<b>ALTERNATE GROUP DD NUMBER 1</b>					
3360	907-403-B007	(BA1 )	867	Ton	Hot Mix Asphalt, ST, 12.5-mm mixture, Leveling
Changed 04/15/2013					
<b>ALTERNATE GROUP DD NUMBER 2</b>					
3370	907-403-N002	(BA1 )	867	Ton	Warm Mix Asphalt, ST, 12.5-mm mixture, Leveling
Changed 04/15/2013					
<b>ALTERNATE GROUP EE NUMBER 1</b>					
3380	907-403-D001	(BA1 )	13,028	Ton	Hot Mix Asphalt, HT, 12.5-mm mixture, Polymer Modified
Changed 04/15/2013					
<b>ALTERNATE GROUP EE NUMBER 2</b>					
3390	907-403-P002	(BA1 )	13,028	Ton	Warm Mix Asphalt, HT, 12.5-mm mixture, Polymer Modified
Changed 04/15/2013					
<b>ALTERNATE GROUP FF NUMBER 1</b>					
3400	907-403-D004	(BA1 )	9,667	Ton	Hot Mix Asphalt, HT, 9.5-mm mixture, Polymer Modified
Changed 04/15/2013					
<b>ALTERNATE GROUP FF NUMBER 2</b>					
3410	907-403-P001	(BA1 )	9,667	Ton	Warm Mix Asphalt, HT, 9.5-mm mixture, Polymer Modified
Changed 04/15/2013					
<b>ALTERNATE GROUP GG NUMBER 1</b>					
3420	907-403-A011	(BA1 )	714	Ton	Hot Mix Asphalt, ST, 12.5-mm mixture
Changed 04/15/2013					
<b>ALTERNATE GROUP GG NUMBER 2</b>					
3430	907-403-M003	(BA1 )	714	Ton	Warm Mix Asphalt, ST, 12.5-mm mixture
Changed 04/15/2013					
<b>ALTERNATE GROUP HH NUMBER 1</b>					
3440	907-403-A015	(BA1 )	714	Ton	Hot Mix Asphalt, ST, 9.5-mm mixture
Changed 04/15/2013					
<b>ALTERNATE GROUP HH NUMBER 2</b>					
3450	907-403-M001	(BA1 )	714	Ton	Warm Mix Asphalt, ST, 9.5-mm mixture
Changed 04/15/2013					

**Bridge Items**

Line No.	Item Code	Adj Code	Quantity	Units	Description [Fixed Unit Price]
3460	501-K001		4,000	Square Yard	Transverse Grooving
3470	803-B002	(S)	2	Each	Conventional Static Pile Load Test [\$5,000.00]
3480	803-C003	(S)	2,160	Linear Feet	16" x 16" Prestressed Concrete Piling
3490	803-I001	(S)	2	Each	PDA Test Pile
3500	803-J001	(S)	2	Each	Pile Restrike
3510	803-N001	(S)	82	Linear Feet	Exploration
3520	803-O009	(S)	720	Linear Feet	Temporary Casing, 54" Diameter
3530	805-A001	(S)	395,594	Pounds	Reinforcement
3540	813-A002	(S)	1,005	Linear Feet	Concrete Railing, 32"
3550	815-D001	(S)	140	Cubic Yard	Concrete Slope Paving
3560	907-803-K003	(S)	1,476	Linear Feet	Drilled Shaft, 54" Diameter
3570	907-803-L005	(S)	1	Each	Test Shaft, 54" Diameter
3580	907-803-M003	(S)	92	Linear Feet	Trial Shaft, 54" Diameter
3590	907-804-A001	(S)	1,736	Cubic Yard	Bridge Concrete, Class AA
3600	907-804-C010	(S)	5,470	Linear Feet	125' Prestressed Concrete Beam, Type BT-72

MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
OFFICE OF CIVIL RIGHTS  
JACKSON, MISSISSIPPI

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: \_\_\_\_\_  
County: \_\_\_\_\_

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Firm Mailing Address \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
\_\_\_\_\_ DBE Firm \_\_\_\_\_ Non-DBE Firm

Firm Name: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Firm Mailing Address \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
\_\_\_\_\_ DBE Firm \_\_\_\_\_ Non-DBE Firm

Firm Name: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Firm Mailing Address \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
\_\_\_\_\_ DBE Firm \_\_\_\_\_ Non-DBE Firm

Firm Name: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Firm Mailing Address \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
\_\_\_\_\_ DBE Firm \_\_\_\_\_ Non-DBE Firm

Firm Name: \_\_\_\_\_  
Contact Name/Title: \_\_\_\_\_  
Firm Mailing Address \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
\_\_\_\_\_ DBE Firm \_\_\_\_\_ Non-DBE Firm

\_\_\_\_\_  
SUBMITTED BY (Signature)

\_\_\_\_\_  
FIRM NAME

Submit this form to **Contract Administration as a part of your bid package**. If at least one copy of this form is not **signed** and included as part of the bid packet, your bid will be deemed irregular. Question regarding this form shall be directed to [www.gomdot.com](http://www.gomdot.com) under the current letting webpage. Please make and add copies of this form when needed or attach additional sheets containing the information required by this form and add these sheets to the bid package.