



SM No. CSP0032010222

PROPOSAL AND CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF

01

Intersection Improvements on Hwy 43 at Texas Flat Road, Kiln-Delisle Road, Benville Road, & Kiln-Waveland Cutoff, known as State Project No. SP-0032-01 (022) / 106247301 in Hancock County.

Project Completion: 12/31/2018

(STATE DELEGATED)

NOTICE

**BIDDERS MUST COMPLETE AN ONLINE REQUEST
FOR PERMISSION TO BID THIS PROJECT.**

Electronic addendum updates will be posted on www.gomdot.com

SECTION 900

OF THE CURRENT 2017 STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION JACKSON, MISSISSIPPI

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 866

DATE: 5/15/2018

SUBJECT: Readvertisement

PROJECT: SP-0032-01(022) / 106247301000 - Hancock County(ies)

The contents of this proposal are the same as when advertised for the April 2018 Letting, except as follows:

Revised Advertisement;

Revised NTB No. 643;

Added NTB Nos. 862, 863, 864, & 865;

Added SP 907-107-4;

SP 907-103-3 replaces SP 907-103-2;

Add this Notice to Bidders No. 866.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION
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PROJECT: SP-0032-01(022) / 106247301 - Hancock

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

05/02/2018 01:38 PM

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 901 - ADVERTISEMENT

Electronic bids will be received by the Mississippi Transportation Commission at 10:00 o'clock A.M., Friday, June 1, 2018, from Bid Express Service and shortly thereafter bids will be publicly read in the Construction Division Conference Room of the Mississippi Department of Transportation Administration Building, Jackson, Mississippi for:

Intersection Improvements on Hwy 43 at Texas Flat Road, Kiln-Delisle Road, Benville Road, & Kiln-Waveland Cutoff, known as State Project No. SP-0032-01(022) / 106247301 in Hancock County.

This project is covered by the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u) ("Section 3"). Section 3 requires that when employment or contracting opportunities are generated by HUD-funded projects, preference is given to low to very low-income persons and businesses residing in the community where the project is located. Section 3 businesses are encouraged to submit a bid as any responsive, responsible bidder that qualifies as a Section 3 Business Concern will be given a preference during evaluation. A bidder selected for this Project will be responsible for ensuring compliance with all Section 3 requirements including, but not limited to, the hiring and contracting decisions made on the Project. Requirements demonstrating the bidder's commitment to Section 3 goals are set forth on pages 50-51, 58 and in the Notice to Bidders No. 648 which is found at pages 70-90 of this Proposal. *If a bid is submitted without satisfying the Section 3 requirements as described herein, that bid will be deemed non-responsive and rejected.*

This procurement will be subject to all applicable sections of the Mississippi Code of 1972, Annotated. Specifically, Mississippi Code of 1972, Section 31-5-37 (2012) "All public works projects utilizing funds received by state or local governmental entities resulting from a federally declared disaster or a spill of national significance, including damages, penalties, fines or supplemental projects paid or financed by responsible parties pursuant to a court order, negotiated settlement, or other instrument, including under any law distributing such fines and penalties including the federal Resources and Ecosystems Sustainability, Tourist Opportunities and Revived Economy of the Gulf Coast Act of 2011 (R.E.S.T.O.R.E.), the Oil Pollution Act of 1990 or the Federal Water Pollution Control Act or similar legislation, shall be subject to the hiring policies established by this section." By bidding on this project, contractor certifies and agrees to comply with this law. The law also requires contractors submitting bids for public works projects utilizing specified funding to submit the required Mississippi Department of Employment Security employment plan WITHIN SEVEN (7) DAYS OF THEIR BID BEING AWARDED.

For Federal Aid Projects the attention of bidders is directed to the contract provisions governing selection and employment of labor contained in the bid proposal. Minimum wage rates for Federal Aid Projects have been predetermined by the Secretary of Labor and are subject to Public Law 87-581, Work Hours Act of 1962, as set forth in the contract provisions. Unless otherwise set out in the bid proposal, all other projects are subject to the predetermined minimum wage rate set by the U.S. Department of Labor under the Fair Labor Standards Act.

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

When a DBE goal is contained in the contract, the award will be contingent upon the Contractor satisfying the DBE requirements.

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

Contractors may request permission to bid online at <http://shopmdot.ms.gov> at no cost. Upon approval, contractors shall be eligible to submit a bid using Bid Express at <http://bidx.com>. Specimen proposals may be viewed and downloaded online at no cost at <http://mdot.ms.gov> or purchased online at <http://shopmdot.ms.gov> at a cost of Ten Dollars (\$10.00) per proposal plus a small convenience fee. Cash or checks will not be accepted as payment.

Plans must be purchased online at <https://shopmdot.ms.gov>. Costs of plans will be on a per sheet basis plus a small convenience fee. If you have any questions, you can contact the MDOT Plans Print Shop at (601) 359-7460, or e-mail at plans@mdot.state.ms.us. Plans will be shipped upon receipt of payment. Cash or checks will not be accepted as payment.

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

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

MELINDA L. MCGRATH
EXECUTIVE DIRECTOR

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 1

CODE: (IS)

DATE: 03/01/2017

SUBJECT: Governing Specifications

The current (2017) Edition of the Standard Specifications for Road and Bridge Construction adopted by the Mississippi Transportation Commission is made a part hereof fully and completely as if it were attached hereto, except where superseded by special provisions, or amended by revisions of the Specifications contained within this proposal. Copies of the specification book may be purchased from the MDOT Construction Division, or online at shopmdot/default.aspx?StoreIndex=1.

A reference in any contract document to controlling requirements in another portion of the contract documents shall be understood to apply equally to any revision or amendment thereof included in the contract.

In the event the plans or proposal contain references to the 2004 Edition of the Standard Specifications for Road and Bridge Construction, it is to be understood that such references shall mean the comparable provisions of the 2017 Edition of the Standard Specifications.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 2

CODE: (IS)

DATE: 03/01/2017

SUBJECT: Status of Right-of-Way

Although it is desirable to have acquired all rights-of-way and completed all railroad agreements, utility adjustments and work to be performed by others prior to receiving bids, sometimes it is not considered to be in the public interest to wait until each and every such clearance has been obtained. The bidder is hereby advised of possible unacquired rights-of-way, relocates, railroad agreements and utilities adjustments which have not been completed.

The status of right-of-way acquisition, utility adjustments, encroachments, potentially contaminated sites, railroad facilities, improvements, and asbestos contamination are set forth in the following attachments.

In the event right of entry is not available to ALL parcels of right-of-way and/or all work that is to be accomplished by others on the date set forth in the contract for the Notice to Proceed is not complete, the Department will issue a restricted Notice to Proceed.

STATUS OF RIGHT-OF-WAY

SP-0032-01(022)

106247-301000

HANCOCK COUNTY

February 13, 2018

All necessary rights of way have been acquired or legal rights of entry obtained, **except:**

NONE.

ASBESTOS CONTAMINATION STATUS OF BUILDINGS
TO BE REMOVED BY THE CONTRACTOR

SP-0032-01(022)
106247-301000
Hancock County
February 13th, 2018

Reference is made to notices to bidders entitled "Asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP)" and "Removal of Obstructions".

The following pertinent information is furnished concerning asbestos containing materials (ACMs), if any, found in buildings to be removed by the Contractor.

There is no Right of Way required for this project. There are no buildings to be removed by the contractor.

STATUS OF POTENTIALLY CONTAMINATED SITES

SP-0032-01(022)

106247-301000

Hancock County

February 13th, 2018

THERE IS NO RIGHT OF WAY REQUIRED FOR THIS PROJECT. NO INITIAL SITE ASSESSMENT WILL BE PERFORMED. IF CONTAMINATION ON EXISTING RIGHT OF WAY IS DISCOVERED, IT WILL BE HANDLED BY THE DEPARTMENT.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
Inter-Departmental Memorandum

TO: Ann Russell
Right of Way Division

DATE: February 13, 2018

FROM: Keith Steele
District Preconstruction Engineer

SUBJECT OR PROJECT NO: SP-0032-01(022)
106247/301000

INFORMATION COPY TO:
File
Trudi Loflin (84-01)

COUNTY: Hancock

District Status Report

1. **STATUS OF RIGHT OF WAY:** All work to be done within existing ROW.
2. **RIGHT OF WAY CLEARANCE:** There are no encroachments.
3. **STATUS OF AFFECTED RAILROAD OPERATING FACILITIES:** None affected.
4. **STATUS OF REQUIRED UTILITY RELOCATIONS:** No utility conflicts
5. **STATUS OF CONSTRUCTION AGREEMENT:** None required.

Improvements to be included in Notice to Bidders to be removed by the Construction Contractor
FMS Construction Project No: 106247-301000
External ROW No: SP-0032-01(022)

Parcel No:
Station No:
Property Owner:
Description/Pictures:

NA

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 5

CODE: (SP)

DATE: 03/16/2017

SUBJECT: Storm Water Discharge Associated with Construction Activity
(≥ 1 and < 5 Acres)

Construction Storm Water General NPDES Permit MSR 15 to discharge storm water associated with construction activity is required. This project is granted permission to discharge treated storm water into State waters. Copies of said permit and Storm Water Pollution Prevention Plan (SWPPP) are on file with the Department.

Prior to the execution of the contract, the successful bidder shall execute and deliver to the Executive Director an original signed copy of the completed Prime Contractor Certification (Form No. 1).

Failure of the bidder to execute and file the completed Prime Contractor Certification (Form No. 1) shall be just cause for the cancellation of the award.

The executed Prime Contractor Certification (Form No. 1) shall be prima facie evidence that the bidder has examined the permit, is satisfied as to the terms and conditions contained therein, and that the bidder has the primary responsibility for meeting all permit terms and conditions including, but not limited to, the inspection and reporting requirements of Part IV. For this project, the Contractor shall furnish, set up and read, as needed, an on-site rain gauge.

The Contractor must furnish the Project Engineer a completed copy of the Small Construction Notice of Intent (SCNOI) along with the Contractor's Erosion Control Plan.

The Contractor shall make inspections in accordance with condition No. S-4, Page 19, and shall furnish the Project Engineer with the results of each weekly inspection as soon as possible following the date of inspection. The weekly inspections must be documented monthly on the Inspection and Certification Form, a copy of which is provided. The Contractor's representative and the Project Engineer shall jointly review and discuss the results of the inspections so that corrective action can be taken. The Project Engineer shall retain copies of the inspection reports.

The Engineer will have the authority to suspend all work and/or withhold payments for failure of the Contractor to carry out provisions of MDEQ's Storm Water Construction General Permit, the erosion control plan, updates to the erosion control plan, and /or proper maintenance of the BMPs.

Securing a permit (s) for storm water discharge associated with the Contractor's activity on any other regulated area the Contractor occupies, shall be the responsibility of the Contractor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO NOTICE TO BIDDERS NO. 7

DATE: **01/17/2017**

The goal is 3 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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 7

CODE: (IS)

DATE: 03/01/2017

SUBJECT: Disadvantaged Business Enterprises In Federal-Aid Highway Construction

This contract is subject to the "Moving Ahead for Progress in the 21st 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, sub-recipient 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.

If the percentage of the contract that is proposed for DBEs is 1% or greater, the Contractor shall agree to meet or exceed the contract goal 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 3rd business day after opening of the bids.

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

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, to MDOT Contract Administration Division prior to bid opening, 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 to MDOT Contract Administration Division prior to bid opening, 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 re-advertised.

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 21st 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. The list is in the top left corner of the current Letting Calendar under Contracts & Letting. 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. The participation of a DBE Firm cannot be counted towards the Prime Contractor's DBE goal until the amount being counted towards the goal has been paid to the DBE.

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 3rd business day after opening of the bids 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 include OCR-485 information with their bid proposal listing all firms that submitted quotes for material supplies or items to be subcontracted. OCR-485 information

must be included with the bid proposal. If the OCR-485 information is not included as part of bid proposal, your bid will be deemed irregular.

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

If the contract goal established by MDOT in this proposal is 1% or greater, it 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: OCR-482: At the conclusion of the project, before the final estimate is paid and the project is closed out, the Prime 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 all Contractors / Suppliers over the life of the contract. 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 Prime Contractor will submit to the Project Engineer OCR-484 that 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 the form to the monthly estimate before forwarding to the Contract Administration Division for further processing. Failure of the Contractor to submit the OCR-484 will result in the estimate not being processed and paid.

- (5) OCR-485: ALL BIDDERS must submit signed form with bid proposal of all firms that submitted quotes for material supplies or items to be subcontracted. If the OCR-485 information is not included as part of bid proposal, the bid will be deemed irregular.
- (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, CAD-725 and CAD-521).

DBE Forms, can be obtained from the Office of Civil Rights Division, MDOT Administration Building, 401 North West Street, Jackson, MS, or at www.gomdot.com under Divisions, Civil Rights, and Forms.

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 or recover an amount equal to the unmet portion of the DBE goal which may include additional monetary penalties as outlined below based on the number of offenses and the severity of the violation as determined by MDOT.

1 st Offense	10% of unmet portion of goal	or	\$5,000 lump sum payment	or	Both
2 nd Offense	20% of unmet portion of goal	or	\$10,000 lump sum payment	or	Both
3 rd Offense	40% of unmet portion of goal	or	\$20,000 lump sum payment	or	\$20,000 lump sum payment and debarment

- (4) Debar the Contractor involved from bidding on MDOT federally funded projects.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 9

CODE: (IS)

DATE: 03/01/2017

SUBJECT: Federal Bridge Formula

Bidders are hereby advised that the latest revision of Federal Highway Administration Publication No. FHWA-HOP-06-105, **BRIDGE FORMULA WEIGHTS**, dated August 2006, is made a part of this contract when applicable.

Prior to the preconstruction conference, the Contractor shall advise the Engineer, in writing, what materials, if any, will be delivered to the jobsite via Interstate route(s).

Copies of the **BRIDGE FORMULA WEIGHTS** publication may be obtained by contacting:

Federal Highway Administration
400 7th Street, SW
Washington, DC 20590
(202) 366-2212

or

http://www.ops.fhwa.dot.gov/Freight/publications/brdg_frm_wghts/bridge_formula_all_rev.pdf

An on line **BRIDGE FORMULA WEIGHTS CALCULATOR** is available at

http://ops.fhwa.dot.gov/freight/sw/brdgcalc/calc_page.htm

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 12

CODE: (IS)

DATE: 03/01/2017

SUBJECT: MASH Compliant Devices

Bidders are hereby advised that the Standard Specifications may require certain traffic control and permanent safety hardware devices to meet the requirements of the Manual for Assessing Safety Hardware (MASH). However, devices meeting the requirements of NCHRP Report 350 will be allowed until the mandatory effective date for MASH compliance. The following table shows the effective dates for MASH compliant devices.

Device	Effective Date for MASH Compliance
W-beam barriers, cast-in-place concrete barriers	December 31, 2017
W-beam terminals	June 30, 2018
Cable barriers, cable barrier terminals, crash cushions	December 31, 2018
Bridge rails, transitions, all other longitudinal barriers including portable barriers installed permanently, all other terminals, sign supports, all other breakaway hardware	December 31, 2019

Temporary work zone devices, including portable barriers manufactured after December 31, 2019, must have been successfully tested to the 2016 Edition of MASH. Such devices manufactured on or before this date and successfully tested to NCHRP Report 350 or the 2009 Edition of MASH may continue to be used throughout their normal service lives.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 15

CODE: (SP)

DATE: 01/17/2017

SUBJECT: Non-Use of Precast Drainage Units

Bidders are hereby advised that the use of precast inlets and junction boxes will **NOT** be allowed on this project. Subsection 601.02.3 states that "the Contractor may request approval from the Engineer to furnish and install precast units in lieu of cast-in-place units". Should the Contractor make this request, the request will be denied.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 113

CODE: (SP)

DATE: 04/18/2017

SUBJECT: Tack Coat

Bidders are advised that in addition to the products listed on the Department's APL as referenced in Subsection 401.03.1.2 on page 256, the Contractor may use one of the following as a tack coat.

- CSS-1
- CSS-1h
- SS-1
- SS-1h

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 296

CODE: (SP)

DATE: 07/25/2017

SUBJECT: Reduced Speed Limit Signs

Bidders are advised that when the plans or contract documents require the speed limit on a project to be reduced, the Contractor shall begin work within 48 hours of installing the reduced speed limit signs. Should the Contractor not start work or have no plans to start work within 48 hours of installing the signs, the reduced speed limit signs shall be covered and existing speed limit signs uncovered.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 445

CODE: (SP)

DATE: 10/10/2017

SUBJECT: Mississippi Agent or Qualified Nonresident Agent

Bidders are hereby advised of the requirements of Subsections 102.08, 103.05.2, and 107.14.2.1 of the *2017 Standard Specifications for Road and Bridge Construction* as it refers to bonding agents. Proposal guaranties, bonds, and liability insurance policies must be signed by a **Mississippi Agent or Qualified Nonresident Agent**.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 516

CODE: (IS)

DATE: 11/28/2017

SUBJECT: Errata and Modifications to the 2017 Standard Specifications

<u>Page</u>	<u>Subsection</u>	<u>Change</u>
16	102.06	In the seventh full paragraph, change “Engineer” to “Director.”
33	105.05.1	In the sixth sentence, change “Contract Administration Engineer” to “Contract Administration Director.”
34	105.05.2.1	In subparagraph 2, change “SWPPP, ECP” to “SWPPP and the ECP”
35	105.05.2.2	In subparagraphs 2, add “ and” to the end of the sentence. In subparagraph 3, remove “, and” and add “.”.
90	109.04.2	In the last paragraph of subparagraph (a), place a period “.” at the end of the sentence.
93	109.04.2	In the last paragraph of subparagraph (g), place a period “.” at the end of the sentence. Also, in the first paragraph of subparagraph (h), place a period “.” at the end of the sentence.
97	109.07	Under ADJUSTMENT CODE, subparagraph (A1), change “HMA mixture” to “Asphalt mixtures.”
98	109.11	In the third sentence, change “Engineer” to “Director.”
219	308.04	In the last sentence of the last paragraph, change “Contractor’s decision” to “Engineer’s decision.”
300	405.02.5.9	In the first sentence of the second paragraph, change “Hot Mix Asphalt” to “Asphalt Mixtures.”
502	630.01.1	In the first paragraph, change “ <u>AASHTO</u> ” to “AASHTO’s <u>LRFD</u> ”.
636	646.05	Change “each” to “per each” for the pay item units of payment.
640	656.02.6.2	In item 7), change “down stream” to “downstream”.
688	630.03.2	Change the subsection number from “630.03.2” to “680.03.2.”

- | | | |
|-----|---------------|---|
| 725 | 702.08.3 | In the second sentence of the first paragraph, change “hot-mix” to “asphalt.” |
| 954 | 804.02.13.1.6 | In the definition for “M” in the % Reduction formulas, change “paragraph 7.3” to “paragraph 5.3.” |

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 643

CODE: (SP)

DATE: 4/12/2018

SUBJECT: Contract Time

PROJECT: SP-0032-01(022) / 106247301 – Hancock County

The calendar date for completion of work to be performed by the Contractor for this project shall be **December 31, 2018** which date or extended date as provided in Subsection 108.06 shall be the end of contract time. It is anticipated that the Notice of Award will be issued no later than **June 12, 2018** and the effective date of the Notice to Proceed / Beginning of Contract Time will be simultaneous with the execution of the contract.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 644

DATE: 4/12/2018

SUBJECT: Specialty Items

PROJECT: SP-0032-01(022) / 106247301 - HANCOCK

Pursuant to the provisions of Section 108, the following work items are hereby designated as "Specialty Items" for this contract. Bidders are reminded that these items must be subcontracted in order to be considered as specialty items.

CATEGORY: CURBING, SIDEWALKS, GUTTERS

Line No	Pay Item	Description
0340	609-D003	Combination Concrete Curb and Gutter Type 2

CATEGORY: EROSION CONTROL

Line No	Pay Item	Description
0090	213-C001	Superphosphate
0100	217-A001	Ditch Liner
0110	225-A001	Grassing
0120	225-B001	Agricultural Limestone
0130	225-C001	Mulch, Vegetative Mulch
0140	226-A001	Temporary Grassing
0150	234-A001	Temporary Silt Fence
0160	237-A002	Wattles, 20"
0170	249-A001	Riprap for Erosion Control

CATEGORY: PAVEMENT STRIPING AND MARKING

Line No	Pay Item	Description
0460	626-B003	6" Thermoplastic Traffic Stripe, Continuous White
0470	626-C001	6" Thermoplastic Double Drop Edge Stripe, Continuous White
0480	626-E003	6" Thermoplastic Traffic Stripe, Continuous Yellow
0490	626-G002	Thermoplastic Detail Stripe, White
0500	626-G003	Thermoplastic Detail Stripe, Yellow
0510	626-H004	Thermoplastic Legend, White
0520	626-H005	Thermoplastic Legend, White
0530	627-B001	Two-Way Clear Reflective Raised Markers
0540	627-K001	Red-Clear Reflective High Performance Raised Markers
0550	627-L001	Two-Way Yellow Reflective High Performance Raised Markers

CATEGORY: SURVEY AND STAKING

Line No	Pay Item	Description
0840	699-A001	Roadway Construction Stakes

CATEGORY: TRAFFIC CONTROL - PERMANENT

Line No	Pay Item	Description
0560	630-A003	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness
0570	630-C003	Steel U-Section Posts, 3.0 lb/ft
0580	632-A007	Solid State Traffic Cabinet Assembly, Type III Cabinet, Type 1 Controller
0590	634-A548	Traffic Signal Equipment Pole, Type III(L), 30' Shaft, 65' & 65' Arm
0600	634-A623	Traffic Signal Equipment Pole, Type III(L), 30' Shaft, 65' & 75' Arm
0610	634-C006	Pole Foundations, Class "DS" Concrete
0620	634-D003	Slip Casing, 36" Diameter
0630	635-A059	Traffic Signal Head, Type 1
0640	635-A065	Traffic Signal Head, Type 2 FYA
0650	635-A070	Traffic Signal Head, Type 3
0660	635-A073	Traffic Signal Head, Type 4
0670	636-B018	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 8 Conductor
0680	636-B037	Electric Cable, Underground in Conduit, THHN, AWG #10, 3 Conductor
0690	636-B048	Electric Cable, Underground in Conduit, THHN, AWG #4, 3 Conductor
0700	637-A007	Pull Box Enclosure, Type 1, Tier 22
0710	637-A009	Pull Box Enclosure, Type 2, Tier 22
0720	637-A011	Pull Box Enclosure, Type 3, Tier 22
0730	637-C028	Traffic Signal Conduit, Underground, Type 4, 2"
0740	637-D003	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 3"
0750	639-B001	Optical Detector
0760	639-C001	Multimode Phase Selector
0770	639-E001	Optical Detector Cable
0780	640-A001	Vehicle Loop Assemblies
0790	640-B004	Shielded Cable, AWG #18, 4 Conductor
0800	640-C005	Loop Detector Amplifier, Card Rack Mounted, 4 Channel
0810	643-A003	Video Detection System, 1 Sensor, Type 2
0820	647-A001	Removal of Existing Traffic Signal Equipment
0830	653-B003	Street Name Sign, Type III

CATEGORY: TRAFFIC CONTROL - TEMPORARY

Line No	Pay Item	Description
0360	619-A1002	Temporary Traffic Stripe, Continuous White
0370	619-A2002	Temporary Traffic Stripe, Continuous Yellow
0380	619-A6001	Temporary Traffic Stripe, Legend
0390	619-A6002	Temporary Traffic Stripe, Legend
0400	619-D1001	Standard Roadside Construction Signs, Less than 10 Square Feet
0410	619-D2001	Standard Roadside Construction Signs, 10 Square Feet or More
0420	619-G4001	Barricades, Type III, Double Faced
0430	619-G4005	Barricades, Type III, Single Faced
0440	619-G7001	Warning Lights, Type "B"

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904- NOTICE TO BIDDERS NO. 645

CODE: (SP)

DATE: 04/24/2018

SUBJECT: Project Sign

PROJECT: SP-0032-01(022) / 106247301 -- Hancock County

Bidders are advised that this project will require a Project Sign which includes the following information.

- 1) Program Name (Grant Program)
- 2) Project Description
- 3) Name of Grant Recipient (City, Town or County)
- 4) Granting Agency (Governor, Mississippi Agency and Mississippi Development Authority, Executive Director)
- 5) Other officials as shown

The sign shall be erected prior to beginning any construction and remain in place for the duration of the project. The sign shall be placed at the beginning of the project. The sign shall be waterproof and shall have a red, white and blue background. The sign shall be four (4) feet by six (6) feet. The State Seal is shown in color but can be printed on the sign in black and white.

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

Project Sign 4'x6'

**KATRINA COMMUNITY DEVELOPMENT BLOCK GRANT
MDOT Turn Lanes Project
CDBG # R-109-023-05-KCR**



**GOVERNOR PHIL BRYANT
STATE OF MISSISSIPPI
MISSISSIPPI DEVELOPMENT AUTHORITY
Glenn McCullough, Executive Director**

**BLAINE LAFONTAINE, PRESIDENT
BOARD MEMBERS**

**Blaine LaFontaine
David Yarborough
Scotty Adam
Greg Shaw
Darrin "Bo" Ladner**

U.S. Department of Housing and Urban Development

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904- NOTICE TO BIDDERS NO. 646

CODE: (SP)

DATE: 04/24/2018

SUBJECT: MDES Employment Plan Compliance

PROJECT: SP-0032-01(022) / 106247301 -- Hancock County

Bidders are advised that this project requires compliance with Section 31-5-37, Miss. Code Ann. (1972 as amended). Compliance requires completion of the attached **Certified Employment Plan Form**. Failure to sign and include this form with your bid will result in the bid being considered irregular.













Bidders are further advised that the low bidder must within 10 days of bid opening execute the attached **Agreement Form** related to hiring practices.

Mississippi Legislature 2013 Regular Session

Senate Bill 2528

[Senate Calendar](#) | [House Calendar](#) | [Main Menu](#)
[Amendments](#) | [Code Sections](#) | [Additional Information](#)

Bill Text for All Versions **Explanation**

 |  |  *Approved by the Governor*
 |  |  *As Passed the Senate*
 |  |  *Committee Substitute*
 |  |  *As Introduced*

Description: Federal disaster; revise provision regarding hiring by a contractor awarded public works bid using funds from.

Fiscal Note: No fiscal note conducted




Background Information:

Disposition: **Law**
Deadline: General Bill/Constitutional Amendment
Revenue: No
Vote type required: Majority
Effective date: Passage
Chapter Number: 479

History of Actions:

1	01/21	(S)	Referred To Ports and Marine Resources
2	01/31	(S)	Title Suff Do Pass Comm Sub
3	02/06	(S)	Committee Substitute Adopted
4	02/06	(S)	Passed <u><i>{Vote}</i></u>
5	02/07	(S)	Transmitted To House
6	02/21	(H)	Referred To Marine Resources
7	03/05	(H)	Title Suff Do Pass
8	03/12	(H)	Amended
9	03/12	(H)	Passed As Amended <u><i>{Vote}</i></u>
10	03/12	(H)	Motion to Reconsider Entered (Lane, Eure, Guice)
11	03/13	(H)	Motion to Reconsider Tabled
12	03/13	(H)	Returned For Concurrence
13	03/19	(S)	Concurred in Amend From House <u><i>{Vote}</i></u>
14	03/22	(S)	Enrolled Bill Signed
15	03/25	(H)	Enrolled Bill Signed
16	04/01		Approved by Governor

Amendments:

 |  [H] Amendment No 1 **Adopted** *Voice Vote*
 |  Amendment Report for Senate Bill No. 2528

Code Section: [A 031-0005-0037](#)

----- Additional Information -----

Senate Committee: [Ports and Marine Resources](#)

House Committee: [Marine Resources](#)

Principal Author: [Wiggins](#)

Additional Authors: [Tindell](#), [Gollott](#), [Horhn](#), [Moran](#)

Title: AN ACT TO AMEND SECTION 31-5-37, MISSISSIPPI CODE OF 1972, TO REQUIRE CONTRACTORS WHO SUBMIT BIDS FOR CERTAIN PUBLIC WORKS PROJECTS THAT UTILIZE FUNDS RECEIVED BY STATE OR LOCAL GOVERNMENTAL ENTITIES RESULTING FROM A FEDERALLY DECLARED DISASTER OR A SPILL OF NATIONAL SIGNIFICANCE TO CERTIFY THAT THEY WILL COMPLY WITH THE PROVISIONS OF THIS SECTION IF THEY ARE AWARDED SUCH CONTRACTS; TO PROVIDE THAT THE CONTRACTOR SHALL SUBMIT TO THE AGENCY OR GOVERNING AUTHORITY THAT SOLICITED THE BID AND THE MISSISSIPPI DEPARTMENT OF EMPLOYMENT SECURITY AN EMPLOYMENT PLAN WITHIN SEVEN DAYS AFTER THE AWARD OF THE CONTRACT; TO PROVIDE THAT FROM THE DATE WRITTEN NOTICE OF THE CONTRACT AWARD IS RECEIVED AND UNTIL TEN BUSINESS DAYS AFTER THE RECEIPT OF THE EMPLOYMENT PLAN BY THE MISSISSIPPI DEPARTMENT OF EMPLOYMENT SECURITY, THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT HIRE ANY PERSONNEL TO FILL VACANT POSITIONS NECESSARY FOR THE PUBLIC WORKS PROJECT EXCEPT RESIDENTS OF THE STATE OF MISSISSIPPI WHO ARE TO BE VERIFIED BY THE MISSISSIPPI DEPARTMENT OF EMPLOYMENT SECURITY AND/OR THOSE QUALIFIED INDIVIDUALS WHO ARE SUBMITTED BY THE MISSISSIPPI DEPARTMENT OF EMPLOYMENT SECURITY; TO PROVIDE THAT THE CONTRACT AWARD SHALL BE VACATED IF THE CONTRACTOR FAILS TO COMPLY WITH CERTAIN PROVISIONS OF THIS SECTION; AND FOR RELATED PURPOSES.

Information pertaining to this measure was last updated on 05/21/2013 at 09:11

End Of Document

MISSISSIPPI LEGISLATURE

REGULAR SESSION 2013

By: Senator(s) Wiggins, Tindell, Gollott,
Horhn, MoranTo: Ports and Marine
ResourcesSENATE BILL NO. 2528
(As Sent to Governor)

1 AN ACT TO AMEND SECTION 31-5-37, MISSISSIPPI CODE OF 1972, TO
 2 REQUIRE CONTRACTORS WHO SUBMIT BIDS FOR CERTAIN PUBLIC WORKS
 3 PROJECTS THAT UTILIZE FUNDS RECEIVED BY STATE OR LOCAL
 4 GOVERNMENTAL ENTITIES RESULTING FROM A FEDERALLY DECLARED DISASTER
 5 OR A SPILL OF NATIONAL SIGNIFICANCE TO CERTIFY THAT THEY WILL
 6 COMPLY WITH THE PROVISIONS OF THIS SECTION IF THEY ARE AWARDED
 7 SUCH CONTRACTS; TO PROVIDE THAT THE CONTRACTOR SHALL SUBMIT TO THE
 8 AGENCY OR GOVERNING AUTHORITY THAT SOLICITED THE BID AND THE
 9 MISSISSIPPI DEPARTMENT OF EMPLOYMENT SECURITY AN EMPLOYMENT PLAN
 10 WITHIN SEVEN DAYS AFTER THE AWARD OF THE CONTRACT; TO PROVIDE THAT
 11 FROM THE DATE WRITTEN NOTICE OF THE CONTRACT AWARD IS RECEIVED AND
 12 UNTIL TEN BUSINESS DAYS AFTER THE RECEIPT OF THE EMPLOYMENT PLAN
 13 BY THE MISSISSIPPI DEPARTMENT OF EMPLOYMENT SECURITY, THE
 14 CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT HIRE ANY PERSONNEL TO
 15 FILL VACANT POSITIONS NECESSARY FOR THE PUBLIC WORKS PROJECT
 16 EXCEPT RESIDENTS OF THE STATE OF MISSISSIPPI WHO ARE TO BE
 17 VERIFIED BY THE MISSISSIPPI DEPARTMENT OF EMPLOYMENT SECURITY
 18 AND/OR THOSE QUALIFIED INDIVIDUALS WHO ARE SUBMITTED BY THE
 19 MISSISSIPPI DEPARTMENT OF EMPLOYMENT SECURITY; TO PROVIDE THAT THE
 20 CONTRACT AWARD SHALL BE VACATED IF THE CONTRACTOR FAILS TO COMPLY
 21 WITH CERTAIN PROVISIONS OF THIS SECTION; AND FOR RELATED PURPOSES.

22 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

23 **SECTION 1.** Section 31-5-37, Mississippi Code of 1972, is
 24 amended as follows:

25 31-5-37. (1) All public works projects utilizing funds
 26 received by state or local governmental entities resulting from a
 27 federally declared disaster or a spill of national significance,



including damages, penalties, fines or supplemental projects paid or financed by responsible parties pursuant to a court order, negotiated settlement, or other instrument, including under any law distributing such fines and penalties including the federal Resources and Ecosystems Sustainability, Tourist Opportunities and Revived Economy of the Gulf Coast Act of 2011 (R.E.S.T.O.R.E.), the Oil Pollution Act of 1990 or the Federal Water Pollution Control Act or similar legislation, shall be subject to the hiring policies established by this section.

(2) Contractors submitting bids for public works projects that involve an expenditure of Five Thousand Dollars (\$5,000.00) or more and that are financed, in whole or in part, through the use of funds described in subsection (1) of this section shall submit with their bid a certification that they will comply with the provisions of this section if they are awarded a contract. The contractor shall submit to the agency or governing authority that solicited the bid and the Mississippi Department of Employment Security an employment plan within seven (7) days after the award of the contract which shall include the following:

(a) The types of jobs involved in the public works project;

(b) The skill level of the jobs involved in the project;

(c) Wage information on the jobs involved in the project;



(d) The number of vacant positions that the contractor
and any subcontractor needs to fill;

(e) How the contractor and any subcontractor will
recruit, low-wage and unemployed individuals for job vacancies;

(f) Such other information as may be required by the
Mississippi Department of Employment Security; and

(g) Proof of registration with the Mississippi
Department of Employment Security for taxation in accordance with
the provisions of Title 71.

(3) * * * From the date written notice of the contract award
is received and until ten (10) business days after the receipt of
the employment plan by the Mississippi Department of Employment
Security, the contractor and any subcontractor shall not * * *
hire any personnel to fill vacant positions necessary for the
public works project * * * except residents of the State of
Mississippi who are to be verified by the Mississippi Department
of Employment Security and/or those qualified individuals who are
submitted by the Mississippi Department of Employment Security.
For purposes of this subsection, the contractor or subcontractor
is authorized to employ Mississippi residents to begin work
immediately, and such persons are to be verified by the
Mississippi Department of Employment Security after employment by
the contractor or subcontractor. During the ten-day period the
Mississippi Department of Employment Security shall submit
qualified individuals to the contractor to consider for the vacant



78 positions. The contractor shall review the individuals submitted
79 by the department before hiring individuals who are not submitted
80 by the department. The contract award shall be vacated if the
81 contractor fails to comply with the provisions of this subsection.

82 **SECTION 2.** This act shall take effect and be in force from
83 and after its passage.



MISSISSIPPI DEPARTMENT OF EMPLOYMENT SECURITY (MDES) CERTIFICATION

Hancock County MDOT Project

In accordance with Senate Bill 2528 (Regular Session 2013) regarding Section 31-5-37 of Mississippi Code of 1972, Contractors submitting bids for public works projects that involve an expenditure of Five Thousand Dollars (\$5,000.00) or more and that are financed, in whole or in part, through the use of funds described in this bill shall submit with their bid a certification that they will comply with the provisions of this section if they are awarded a contract. The contractor shall submit to the agency or governing authority that solicited the bid and the Mississippi Department of Employment Security an employment plan within seven (7) days after the award of the contract.

From the date written notice of the contract award is received and until ten (10) business days after the receipt of the employment plan by the Mississippi Department of Employment Security, the contractor and any subcontractor shall not hire any personnel to fill vacant positions necessary for the public works project except residents of the State of Mississippi who are to be verified by the Mississippi Department of Employment Security and/or those qualified individuals who are submitted by the Mississippi Department of Employment Security. For purposes of this subsection, the contractor or subcontractor is authorized to employ Mississippi residents to begin work immediately, and such persons are to be verified by the Mississippi Department of Employment Security after employment by the contractor or subcontractor. During the ten-day period the Mississippi Department of Employment Security shall submit qualified individuals to the contractor to consider for the vacant positions. **The contract award shall be vacated if the contractor fails to comply with the provisions of this subsection.**

Agreed this the _____ day of _____ by the following business/individual:

Business: _____

Principal: _____

CERTIFIED EMPLOYMENT PLAN FORM FOR
CERTAIN PUBLIC WORKS PROJECTS*

Project No. _____

Bid Date: _____

Project Title: _____

Institution/Agency: _____

Please provide the information requested below:

1. List the types of jobs that will be involved in this Project:

2. List the skill level of the jobs involved in the Project:

3. List the wages for jobs involved in the Project:

4. List the number of vacant positions that will need to be filled if awarded this Project:

5. Explain how low wage and unemployed individuals will be recruited for job vacancies:

6. Attach proof of registration with MDES for taxation purposes.

I certify that the information provided above is true and accurate to the best of my knowledge.

Contractor Name & Authorized Representative: _____

Signature: _____ Title: _____ Date: _____

**Note: This form should only be included in your bid if Miss. Code Ann. § 31-5-37 (Mississippi First Law) applies to the project. This law requires contractors submitting bids for public works projects utilizing specified funding to submit an employment plan with their bid.*

If your bid is accepted, please submit a copy of your employment plan to the Mississippi Department of Employment Security via fax at 601-407-1707, or via e-mail at disasterjobs@mdes.ms.gov.

AGREEMENT

Hancock County MDOT Project

Pursuant to the provisions of Mississippi Code of 1972, Section 31-5-37 (2012) which states:

“All public works projects utilizing funds received by state or local governmental entities resulting from a federally declared disaster or a spill of national significance, including damages, penalties, fines or supplemental projects paid or financed by responsible parties pursuant to a court order, negotiated settlement, or other instrument, including under any law distributing such fines and penalties including the federal Resources and Ecosystems Sustainability, Tourist Opportunities and Revived Economy of the Gulf Coast Act of 2011 (R.E.S.T.O.R.E.), the Oil Pollution Act of 1990 or the Federal Water Pollution Control Act or similar legislation, shall be subject to the hiring policies established by this section”

The parties herein agree as follows:

1. **REGISTRATION**

Contractor must register with the Mississippi Department of Employment Security and must provide proof to the County of such registration.

2. **CONTRACTOR'S CERTIFIED EMPLOYMENT PLAN**

Contractor submitting bids for public works projects utilizing specified funding must submit an employment plan to the Mississippi Department of Employment Security and County via fax, hard copy delivered, and/or email.

3. **HIRING**

If Contractor has no vacant positions in its workforce at the time of award of the contract, they must send a letter stating so.

If Contractor has VACANT positions that must be filled to complete the workforce for the project, the Contractor is required to place a job order with MDES for a list of qualified individuals for those vacant positions. Once the job order with MDES is opened, the Contractor will be required to ONLY hire MDES referred job applicants for the open positions for a period of 10 days. The Contractor is not prohibited from hiring any MDES referrals during this 10 day period and may hire such persons immediately. The Contractor must review all job applicants referred by MDES during this 10 day period. Documentation will be required on any hired individuals or lack of hired individuals if company does not hire.

Witness our signatures on this the _____ day of _____, 2018.

CONTRACTOR

HANCOCK COUNTY

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904- NOTICE TO BIDDERS NO. 647

CODE: (SP)

DATE: 04/24/2018

SUBJECT: Additional Contract Requirements

PROJECT: SP-0032-01(022) / 106247301 -- Hancock County

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

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

Mississippi Department of Employment Security
Hiring Regulations

New legislation concerning the regulations governing contracting and hiring practices on projects receiving funds resulting from a federally declared disaster will be monitored for compliance through the Mississippi Development Authority on this project. The documentation necessary for compliance is outlined below. All documentation and questions should be directed to:

Mauree Gouras
Gouras & Associates
Labor Standards Officer
P.O. Box 9674
Panama City Beach, FL 32417-9674
(850) 814-4723
maureegouras@gourasandassociates.com

1. THE LAW:

Mississippi Code of 1972
Section 31-5-37 (2012)

"All public works projects utilizing funds received by state or local governmental entities resulting from a federally declared disaster or a spill of national significance, including damages, penalties, fines or supplemental projects paid or financed by responsible parties pursuant to a court order, negotiated settlement, or other instrument, including under any law distributing such fines and penalties including the federal Resources and Ecosystems Sustainability, Tourist Opportunities and Revived Economy of the Gulf Coast Act of 2011 (R.E.S.T.O.R.E.), the Oil Pollution Act of 1990 or the Federal Water Pollution Control Act or similar legislation, shall be subject to the hiring policies established by this section."

A copy of the updated 2013 Code is attached for your full review.

2. REGISTRATION:

Contractors must register with the Mississippi Department of Employment Security in order to comply with the law. Contractors may register their business with MDES by utilizing the following link:

<http://mdes.ms.gov/employers/> and must provide proof to Gouras & Associates of such registration.

3. CONTRACTOR'S CERTIFIED EMPLOYMENT PLAN:

This law requires contractors submitting bids for public works projects utilizing specified funding to submit an employment plan **WITHIN SEVEN (7) DAYS OF BID AWARD**. If your bid is accepted, please then submit a copy of your employment plan to the Mississippi Department of Employment Security via fax at 601-407-1707, or via e-mail at disasterjobs@mdes.ms.gov and maureegouras@gourasandassociates.com

The Certified Employment Plan Form may be found at the following website:

<http://www.dfa.state.ms.us/offices/BOB/BOBforms.htm> Sample form attached.

Send attached completed Agreement to maureegouras@gourasandassociates.com upon contract award.

4. HIRING:

If a contractor has no vacant positions in its workforce at the time of award of the contract, they will still have to submit the Employment Plan form to MDES, but they will have no responsibility to review any job applicants referred by MDES for future hiring. A letter stating same will be required.

If a contractor **has VACANT positions** that must be filled to complete the workforce for the project, upon award of the bid the Contractor is required to place a job order with MDES for a list of qualified individuals for those vacant positions. Once the job order with MDES is opened, the Contractor will be required to **ONLY** hire MDES referred job applicants for the open positions for a period of 10 days. The contractor is not prohibited from hiring any MDES referrals during this 10 day period and may hire such persons immediately. The contractor must review all job applicants referred by MDES during this 10 day period. Documentation will be required on any hired individuals or lack of hired individuals if company does not hire.

**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 Subrecipient or Subgrantee and to all individuals, firms, companies, businesses, firms or related entities in relationship with it, contractual or otherwise, for this Contract.

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

The Contracted Party agrees to allow MDA, the State of Mississippi, HUD, the Comptroller General of the United States, and any of their duly authorized representatives, at all reasonable times, access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of the Contracted Party which are directly pertinent to the CDBG Program for the purpose of making audits, examinations, excerpts, and transcriptions 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. Furthermore, the Contracted Party shall allow any of the aforesaid parties, at all reasonable times, access to any portion of the project in which the Contracted Party is involved until the completion of all close-out procedures respecting this grant.

2. Termination of Contract For Cause

If, through any cause, the Contracted Party fails to fulfill in a timely, proper and satisfactory manner its obligations under this Contract, or if it violates any of the covenants, agreements, or stipulations of this Contract, MDA 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 MDA for damages sustained by virtue of any breach of the Contract by the Contracted Party. MDA may withhold any payments to the Contracted Party for the purpose of set off until such time as the exact amount of damages due MDA from the Contracted Party is determined.

3. Termination for Convenience of the Grantee

MDA may terminate this Contract any time by providing a written notice from MDA to the Contracted Party giving the effective date of the termination. If the Contract is terminated by MDA 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 (60%) 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. Changes

MDA 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 parties, shall be incorporated in written amendments to this Contract.

5. Cost Overruns

The Contracted Party 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 Contracted Party.

6. Compliance with Office of Management and Budget

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

7. Records

The Contracted Party shall maintain all books, records, and other documents 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 limited to, the following as applicable:

- 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.

8. Personnel

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

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 a sentence in a penal or correctional institution shall be employed on work under this Contract.

9. 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 Contracted Party 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.

10. Withholding of Salaries

If, in the performance of this Contract, there is any underpayment of salaries by the Contracted Party or by any subcontractors working on this project, MDA 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 MDA for and on account of the contracted party or subcontractor to the respective employees to whom they are due.

11. 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.

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 MDA 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

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.

Therefore, the Contracted Party will comply with the following clauses:

- a) 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;

- b) 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,
- c) 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 (12 U.S.C. § 1701u) ("Section 3"). Section 3 requires that when employment or contracting opportunities are generated by HUD-funded projects, preference is given to low and very low-income persons and businesses residing in the community where the project is located. Any responsive, responsible bidder that qualifies as a Section 3 Business Concern will be given a preference during evaluation as set forth below. A bidder selected for this Project will be responsible for ensuring compliance with all Section 3 requirements including, but not limited to, the hiring and contracting decisions made on the Project.

All bidders are required to demonstrate commitment to the achievement of the KCDBG Section 3 goals in one of the following two ways:

- a) A bidder must certify as a Section 3 business concern; or
- b) A bidder must provide a Section 3 plan detailing how the bidder will meet the required Section 3 subcontracting goal of providing subcontracting opportunities to Section 3 business concerns in an amount not less than 10% of the total contract amount. In its subcontracting plan, the bidder should include the necessary number of Section 3 business subcontractors to meet or exceed the goal for this contract. The plan should also clearly state the total dollar value that will be self-performed and the total dollar value which will be subcontracted to Section 3 Business Concerns; providing for each listed Section 3 Business Concern a fully completed Section 3 Business Certification form including the company name, address, contact person, telephone number, and e-

mail address; the amount to be performed/subcontracted; the scope of work to be performed; and the anticipated timeframe for performance of the work.

If a bid is submitted without satisfying one of the two requirements set forth above, then that bid will be deemed non-responsive and rejected; provided, however, that in the event the Prime Contractor bidder, itself, is a Section 3 Business Concern and provides the requisite documentation in support thereof, such bidder will be encouraged, but not required to extend subcontracting opportunities to Section 3 business concerns as contemplated by this paragraph.

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. 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.

18. 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.

19. Compliance with the Mississippi Employment Protection Act

The Contracted Party represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) 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. The Contracted Party agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. The Contracted Party 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. The Contracted Party understands and agrees that any breach of these warranties may subject it 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 the Contracted Party 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, the Contracted Party would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

20. Compliance with the Mississippi Jobs First Initiative

The Contracted Party represents and warrants that it will ensure its compliance with the Mississippi Jobs First Initiative, Senate Bill 2622 of the 2012 Mississippi State Legislature General Session (Section 31-5-37 Mississippi Code Annotated, as amended). The Initiative requires contractors that are awarded bids for public works projects that utilize funds received by State or local entities resulting from a federally declared disaster or a spill of national significance to register and list job opportunities with the Mississippi Department of Employment Security (MDES).

21. Subcontracting

None of the services covered by this Contract shall be subcontracted without prior written consent of MDA. The Contracted Party shall be as fully responsible to MDA 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 all applicable regulatory provisions of this Contract.

22. 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 novation) without prior written approval of MDA provided that claims for money due or to become due the Contracted Party from MDA 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 MDA.

23. Code of Standards of Conduct

The Contracted Party 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.

24. 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.

25. 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.

26. Interest of Contractor

The Contracted Party covenants that it 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 the services hereunder. The Contracted Party further covenants that in the performance of this Contract no person having any such interest shall be employed.

27. 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.

28. Use of Influence

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

- a) 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.
- b) 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.
- c) The Contracted Party shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, Sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

29. Uniform Relocation Act Requirements

To the extent applicable, the Contracted Party will comply with all applicable requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630), as amended, and the implementing regulations and related requirements (including the requirement to provide a certification that the recipient is following a residential anti-displacement and relocation assistance plan under Section 104(d)) of the Act).

30. Excessive Force

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The Contracted Party 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.

31. Architectural Barriers Act and Americans with Disabilities

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

32. 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). Therefore, the Contracted Party will:

- a) 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 NEPA, as set forth in the 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
- b) Assume all of the responsibilities for environmental review, decision making, and action as specified and required in regulations issued by the HUD Secretary 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:

- a) Consents to assume the status of a responsible federal official NEPA and other provisions of federal law, as specified in 24 CFR Part 58; and
- b) 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 NEPA, 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:

- a) 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
- b) 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:

- a) Focusing attention on the environment and health conditions in minority and low-income communities; and
- b) Fostering non-discrimination in federal programs that substantially affect human health and the environment; and
- c) 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.

33. Flood Insurance Purchase Requirements

To the extent applicable, the Contracted Party agrees 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 HUD Secretary 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.

34. 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).

35. Lead Based Paint

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.

36. Program Monitoring

The Contracted Party agrees 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.

37. 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 MDA.

CERTIFICATIONS/ASSURANCES

Certifications for applicants, waiver and alternative requirement. Section 91.325 of title 24 Code of Federal Regulations is waived. Each applicant must make the following certifications prior to receiving a CDBG disaster recovery grant:

- a. The applicant certifies that it will affirmatively further fair housing, which means that it will use the States analysis to identify impediments to fair housing choice within the applicants area, take appropriate actions to overcome the effects of any impediments identified through the States analysis, and maintain records reflecting the actions taken in this regard. (See 24 CFR 570.487(b)(2)(ii).)
- b. The applicant certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG program.
- c. The applicant certifies its compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by that part.
- d. The applicant certifies it possesses the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations and this Notice.
- e. The applicant certifies that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for this grant.
- f. The applicant certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.
- g. The applicant certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.115 and 24 CFR 570.486 (except as provided for in notices providing waivers and alternative requirements for this grant).
- h. The applicant certifies that it is complying with each of the following criteria:
 - (1) Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, and restoration of infrastructure in the most impacted and distressed areas related to the consequences of the Gulf Coast hurricanes of 2005 in communities included in Presidential disaster declarations.
 - (2) The applicant will not attempt to recover any capital costs of public improvements assisted with CDBG disaster recovery grant funds, by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless
 - i. disaster recovery grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or
 - ii. for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (A).

- i. The applicant certifies that the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.
- j. The applicant certifies that they have adopted and is enforcing:
 - (1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - (2) A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
- k. The applicant certifies that it has the capacity to carry out disaster recovery activities in a timely manner.
- l. The applicant certifies that is will not use CDBG Disaster Recovery funds for any activity in an area delineated as a special flood hazard area in FEMA's most current flood advisory maps unless it also ensures that the action is designed or midified to minimize harm to or within the floodplain in accordance with Executive Order 11988 and 24 CFR part 55.
- m. The applicant certifies that it will comply with applicable laws.

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).

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

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 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 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.



STATE OF MISSISSIPPI
PHIL BRYANT, GOVERNOR
MISSISSIPPI DEVELOPMENT AUTHORITY
GLENN MCCULLOUGH, JR.
EXECUTIVE DIRECTOR

April 25, 2018

J. Corinne Graham
Gouras & Associates, LLC
P.O. Box 1465
Ridgeland, MS 39158-1465

SUBJECT: Wage Determination: Katrina CDBG Community Revitalization,
Hancock County – Roadway Improvements (MDOT Turn Lanes)
Project Number: R-109-023-05-KCR

Dear Ms. Graham:

Enclosed is a copy of the wage decision for the above project. Examine the document carefully to ensure the rendered decision is applicable for the types of work noted in the "Description of Work" section on the request document. Decisions are effective from the date of publication in the Federal Register without limitation as to time.



Prior to using this decision, please review the *Wage Determination On-line.gov* website (www.wdol.gov) to verify the decision is current. If the decision has been withdrawn or superseded, please contact this office to request an updated wage determination, at least ten (10) days before bid opening. Also, this coversheet, the rendered decision, and the request document shall be bound into the project's specifications.

If additional information is required, please contact Nikki White in our Disaster Recovery Division, Community Revitalization program office at 601-359-3036.

Sincerely,

A handwritten signature in black ink, appearing to read "Nell Rogers".

Nell Rogers
Bureau Manager
Disaster Recovery

Economic Development Division 501 North West Street (P.O. Box 849) Jackson, MS 39205-0849 601-359-3179		REQUEST FOR WAGE DETERMINATION AND RESPONSE TO REQUEST				(Davis-Bacon Act as Amended and Related Statutes)	
For Division of Community Services Use Only Response to Request:		Requesting Officer (Type Name & Signature) J. Corinne Graham, Gouras & Associates. 				Project Number R-109-023-05-KCR	
Type of Work: Bldg. <input type="checkbox"/> Highway <input checked="" type="checkbox"/> Resid <input type="checkbox"/> Heavy <input type="checkbox"/>		Agency Hancock County Board of Supervisors		Phone Number 228-467-0172		Project Name MDOT Turn Lanes Project R-109-023-05-KCR	
Federal Register Decision No.: MS180236		Date of Request 4/23/2018		Estimated Bid Opening Date Late May 2018		If Housing Units- Number of Stories N/A	
Federal Register Date: 01/05/2018		Est. \$ Value of Contract \$1,829,450		Est. Contract Award Date June 2018		No. of Dwelling Units N/A	
Prior Supersedeas Decision MS20170236		Location of Project (City or other description) Hancock County, MS		Wage Determination under the Davis-Bacon Act (This decision is effective from date of publication in the Federal Register without limitation as to time).		Note: The decision should not be used for this project without contacting this office and requesting any current modification or supersedeas decisions.	
Approving Representative, Signature and Title  Neil Rogers		County Hancock County		State Mississippi		DO NOT REMOVE THIS SHEET FROM DECISION- EACH MUST BE BOUND IN SPECIFICATIONS	
Bureau Manager		Address to which wage determination should be mailed J. Corinne Graham Gouras & Associates, LLC P.O. Box 1465 Ridgeland, MS 39158-1465		Must include Zip Code 601-605-8128		Send copy of wage determination to: (Architect, Contractor, Etc.)	
Description of Work (Be Specific) The project will consist of roadway improvements at four (4) intersections in Hancock County designed and bid by the Mississippi Department of Transportation.							

General Decision Number: MS180236 01/05/2018 MS236

Superseded General Decision Number: MS20170236

State: Mississippi

Construction Type: Highway

County: Hancock County in Mississippi.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018

SUMS2010-055 08/04/2014

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 14.53	0.00
CEMENT MASON/CONCRETE FINISHER....	\$ 15.25	0.00
ELECTRICIAN.....	\$ 25.57	6.79
HIGHWAY/PARKING LOT STRIPING: Truck Driver (Line Striping Truck).....	\$ 14.75	0.00
INSTALLER - SIGN.....	\$ 13.00	0.00
INSTALLER: Guardrail.....	\$ 11.78	0.00
IRONWORKER, REINFORCING.....	\$ 16.44	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 12.55	0.00

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Notice To Bidders No. 647 -- Cont'd.

LABORER: Common or General.....\$ 10.50	0.00
LABORER: Flagger.....\$ 10.88	0.00
LABORER: Grade Checker.....\$ 16.13	0.00
LABORER: Landscape.....\$ 12.00	0.00
LABORER: Luteman.....\$ 12.88	0.00
LABORER: Mason Tender - Cement/Concrete.....\$ 13.04	0.00
LABORER: Pipelayer.....\$ 13.24	0.00
LABORER: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....\$ 13.19	0.00
OPERATOR: Asphalt Spreader.....\$ 14.71	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....\$ 13.20	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....\$ 11.86	0.00
OPERATOR: Broom/Sweeper.....\$ 13.33	0.00
OPERATOR: Bulldozer.....\$ 14.38	0.00
OPERATOR: Concrete Saw.....\$ 14.68	0.00
OPERATOR: Crane.....\$ 15.89	0.00
OPERATOR: Distributor.....\$ 13.91	0.00
OPERATOR: Grader/Blade.....\$ 16.62	0.00
OPERATOR: Loader.....\$ 12.00	0.00
OPERATOR: Mechanic.....\$ 18.44	0.00
OPERATOR: Milling Machine.....\$ 15.91	0.00
OPERATOR: Oiler.....\$ 12.22	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....\$ 16.43	0.00
OPERATOR: Roller (All Types)....\$ 14.24	0.00
OPERATOR: Scraper.....\$ 14.00	0.00
OPERATOR: Tractor.....\$ 12.83	0.00
TRUCK DRIVER: Flatbed Truck.....\$ 14.72	0.00
TRUCK DRIVER: Lowboy Truck.....\$ 11.00	0.00

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Notice To Bidders No. 647 -- Cont'd.

TRUCK DRIVER: Mechanic.....\$ 12.31	0.00
TRUCK DRIVER: Water Truck.....\$ 17.08	0.00
TRUCK DRIVER: Dump Truck (All Types)\$ 14.59	0.00
TRUCK DRIVER: Semi/Trailer Truck.....\$ 14.36	0.00

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this

classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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. 648

CODE: (SP)

DATE: 04/24/2018

SUBJECT: Section 3 Business Concern Certification

PROJECT: SP-0032-01(022) / 106247301 -- Hancock County

Bidders are advised that the following information is in regards to the requirements of Section 3 Business Concern Certification submissions. The Contractor shall complete and comply with the requirements set forth herein.

CHECKLIST FOR SECTION 3 BUSINESS CONCERN CERTIFICATION SUBMISSION

- ❑ Completed Section 3 Business Concern Certification Form
- ❑ Substantiating documentation to confirm “total number of full-time employees” as indicated on the certification.
(This documentation may include employment roster with hire dates, payroll documentation, etc.
The number of full-time employees provided on the Certification must equal the number confirmed by the substantive documentation.)
- ❑ If your business is eligible for certification because it is owned 51% by Section 3 residents, then then you must **also** submit the following:
 1. Company documents outlining ownership structure: operating agreement (LLC), list of shareholders and percentage of ownership interest (corporation), partnership agreement, etc.
 2. Completed and signed Section 3 Resident Certifications for each resident/owner counted as a Section 3 resident.
 3. Substantiating documentation for each Section 3 resident: copy of public housing lease, copy of tax return, etc. (*Please note that a Section 3 resident qualifies by household income. Income documentation must consider all household members.)
- ❑ If your business is eligible for certification because 30% of the full-time employees are Section 3 residents, then you must **also** submit the following:
 1. Completed and signed Section 3 Resident Certifications for each full-time employee counted as a Section 3 resident.
 2. Substantiating documentation for each Section 3 resident: copy of public housing lease, copy of tax return, etc. (*Please note that a Section 3 resident qualifies by household income. Income documentation must consider all household members.)
- ❑ If your business is eligible for the certification because more than 25% of the total amount of subcontracts available to be subcontracted will be awarded to Section 3 businesses, then you must **also** submit the following:
 1. Documentation to confirm total amount available for subcontracting.
 2. Name of subcontractor and amount of subcontract.
 3. Copy of subcontract*
 4. Section 3 business concern certification documents for each subcontractor including:
 - a) Section 3 business concern certification; and
 - b) Substantiating documentation depending on specific certification eligibility (30% of full-time employees are Section 3 residents or 51% of business is owned by Section 3 residents)

Section 3: 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.

This project is covered by the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u) ("Section 3"). Section 3 requires that when employment or contracting opportunities are generated by HUD-funded projects, preference is given to low to moderate income persons and businesses residing in the community where the project is located. Any responsive, responsible bidder that qualifies as a Section 3 Business Concern will be given a preference during evaluation as set forth below. A bidder selected for this Project will be responsible for ensuring compliance with all Section 3 requirements including, but not limited to, the hiring and contracting decisions made on the Project.

All bidders are required to demonstrate commitment to the achievement of the KCDBG Section 3 goals in one of the following two ways:

- (1) A bidder must certify as a Section 3 business concern; or
- (2) A bidder must provide a Section 3 plan detailing how the bidder will meet the required Section 3 subcontracting goal of providing subcontracting opportunities to Section 3 business concerns in an amount not less than 10% of the total contract amount. In its subcontracting plan, the bidder should include the necessary number of Section 3 business subcontractors to meet or exceed the goal for this contract. The plan should also clearly state the total dollar value that will be self-performed and the total dollar value which will be subcontracted to Section 3 Business Concerns; providing for each listed Section 3 Business Concern a fully completed Section 3 Business Certification form including the company name, address, contact person, telephone number, and e-mail address; the amount to be performed/subcontracted; the scope of work to be performed; and the anticipated timeframe for performance of the work.

This procurement will be subject to all applicable sections of the Mississippi Code of 1972, Annotated. Specifically, Mississippi Code of 1972, Section 31-5-37 (2012) "All public works projects utilizing funds received by state or local governmental entities resulting from a federally declared disaster or a spill of national significance, including damages, penalties, fines or supplemental projects paid or financed by responsible parties pursuant to a court order, negotiated settlement, or other instrument, including under any law distributing such fines and penalties including the federal Resources and Ecosystems Sustainability, Tourist Opportunities and Revived Economy of the Gulf Coast Act of 2011 (R.E.S.T.O.R.E.), the Oil Pollution Act of 1990 or the Federal Water Pollution Control Act or similar legislation, shall be subject to the hiring policies established by this section." By bidding on this project, contractor certifies and agrees to comply with this law. The law also requires contractors submitting bids for public works projects utilizing specified funding to submit the required Mississippi Department of Employment Security employment plan WITHIN SEVEN (7) DAYS OF THEIR BID BEING AWARDED.

The Contract will be awarded to the lowest and best responsive, responsible bidder, subject to the preference for a Section 3 Business Concern as set forth below.

An award shall be made to the qualified section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid—

(A) is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and

(B) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

X=lesser of:

When the lowest responsive bid is less than \$100,000 10% of that bid or \$9,000.

When the lowest responsive bid is:

At least \$100,000, but less than \$200,000	9% of that bid, or \$16,000.
At least \$200,000, but less than \$300,000	8% of that bid, or \$21,000.
At least \$300,000, but less than \$400,000	7% of that bid, or \$24,000.
At least \$400,000, but less than \$500,000	6% of that bid, or \$25,000.
At least \$500,000, but less than \$1 million	5% of that bid, or \$40,000.
At least \$1 million, but less than \$2 million	4% of that bid, or \$60,000.
At least \$2 million, but less than \$4 million	3% of that bid, or \$80,000.
At least \$4 million, but less than \$7 million	2% of that bid, or \$105,000.
\$7 million or more	1 1/2% of the lowest responsive bid, with no dollar limit.

SECTION 3 PROJECT PLAN

(For General Contractor – Submit to the Grant Administrator; For Subcontractor – Submit to General Contractor)

Instructions

1. All contractors and subcontractors on the Project must fill out this Section 3 Project Plan form.
2. The Plan must represent the contractor's commitments to comply with Section 3 and include a description of efforts to accomplish the Plan.
3. The contractor shall implement the Plan, including reporting monthly on the status of the Plan.

Company Name: _____ Grant No: _____
Project: _____

Subcontractor: _____

Contact Person / Phone #: _____ Contract Amount: _____

Are you a Certified Section 3 Business Concern?

- ☐ Yes, certification and supporting documentation were provided the Grant Administrator.
- ☐ No, but will work with the Grant Administrator to attain HUD Section 3 goals to the greatest extent feasible.

Are you a Construction Contractor or a Non-construction Contractor?

- ☐ Construction Contractor
- ☐ Non-Construction Contractor

Section 3 Training, Employment and Subcontracting Goals

The contractor has set minimum numerical goals for the Project to ensure that, to the greatest extent feasible, economic opportunities are provided to Section 3 residents and Section 3 business concerns. The numerical goals stated above shall apply to newly created employment and/or subcontracting opportunities. The Contractor's minimum Section 3 goals are as follows:

- Employment: Thirty percent (30%) of the aggregate number of new hires to be Section 3 residents;
- Subcontracting: (a) At least ten percent (10%) of the total dollar amount of all Section 3 covered subcontracts for construction, and (b) At least three percent (3%) of the total dollar amount of non-construction covered Section 3 subcontracts to eligible Section 3 business concerns.

The Contractor will further ensure that, to the greatest extent feasible, its subcontractors provide training, employment and contracting opportunities to Section 3 residents and Section 3 business concerns.

Section 3 Hiring Preference

The contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of section 3 covered assistance to section 3 residents in the order of priority listed below. Priority consideration shall be given, where feasible, to:

- 1st: Section 3 residents residing in the service area or neighborhood in which the section 3 covered project is located (collectively, referred to as category 1 residents).
- 2nd: Participants in HUD Youthbuild programs (category 2 residents).
- 3rd: Where the section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11301 et seq.), homeless persons residing in the service area or neighborhood in which the section 3 covered project is located shall be given the highest priority.
- 4th: Other section 3 residents.

Section 3 Preference for Contracting with Section 3 Business Concerns

Section 3 business concerns shall be given priority in contracting for work, in the following order of priority:

- 1st: Section 3 business concerns that provide economic opportunities for section 3 residents in the service area or neighborhood in which the section 3 covered project is located (category 1 businesses); and
- 2nd: Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youthbuild programs (category 2 businesses);
- 3rd: Other section 3 business concerns.

Description of Efforts to Implement Section 3 Project Plan

At a minimum, the Contractor shall attempt to recruit local, low-income residents through local advertising media, signs prominently displayed at the project site, and direct notices provided to community organizations and public or private agencies operating within the metropolitan area in which the Section 3 covered program or project is located. Additionally, the Contractor may employ multiple measures (as described in the Appendix A, attached) in order to offer training and employment opportunities to Section 3 residents.

The Contractor shall attempt to award subcontracts to Section 3 business concerns by utilizing the some of the examples as set forth in the Appendix A.

If the project generates training opportunities, then the contractor will give preference for those training opportunities to section 3 residents. Such training opportunities might include internships or apprenticeships. Contractor shall implement procedures designed to notify section 3 residents about the training.

Definitions

- a. A "Section 3 resident" is
 - A public housing resident; or
 - a low- (< 80% AMI) or very low- (<50% AMI) income person residing in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended. See HUD website at www.hud.gov/section3.
- b. "Section 3 business concern" means a business concern—
 - (1) That is 51 percent or more owned by section 3 residents; or
 - (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
 - (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern."
- c. A new hire means a full-time employee for a new permanent, temporary, or seasonal employment opportunities.
- d. Hiring Categories as identified by HUD:
 1. PROFESSIONALS.
Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dieticians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, registered professional nurses, personnel and labor relations specialists, physical scientists, physicians, social scientists, teachers, surveyors and kindred workers.
 2. TECHNICIANS.
Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through 2 years of post-high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes: computer programmers, drafters, engineering aides, junior engineers, mathematical aides, licensed, practical or vocational nurses, photographers, radio operators, scientific assistants, technical illustrators, technicians (medical, dental, electronic, physical science), and kindred workers.
 3. OFFICE AND CLERICAL.
Includes all clerical-type work regardless of level of difficulty, where the activities are predominantly nonmanual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, collectors (bills and accounts), messengers and office helpers, office machine operators (including computer), shipping and

receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, legal assistants, and kindred workers.

4. OFFICIALS AND MANAGERS.

Occupations requiring administrative and managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, executives, middle management, plant managers, department managers, and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, railroad conductors and yard masters, ship captains, mates and other officers, farm operators and managers, and kindred workers.

5. SALES.

Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and sales workers, insurance agents and brokers, real estate agents and brokers, stock and bond salesworkers, demonstrators, salesworkers and sales clerks, grocery clerks, and cashiers/checkers, and kindred workers.

6. CRAFT WORKERS (SKILLED).

Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades, hourly paid supervisors and lead operators who are not members of management, mechanics and repairers, skilled machining occupations, compositors and typesetters, electricians, engravers, painters (construction and maintenance), motion picture projectionists, pattern and model makers, stationary engineers, tailors and tailoresses, arts occupations, handpainters, coaters, bakers, decorating occupations, and kindred workers.

7. OPERATIVES (SEMISKILLED).

Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. Includes: apprentices (auto mechanics, plumbers, bricklayers, carpenters, electricians, machinists, mechanics, building trades, metalworking trades, printing trades, etc.), operatives, attendants (auto service and parking), blasters, chauffeurs, delivery workers, sewers and stitchers, dryers, furnace workers, heaters, laundry and dry cleaning operatives, milliners, mine operatives and laborers, motor operators, oilers and greasers (except auto), painters (manufactured articles), photographic process workers, truck and tractor drivers, knitting, looping, taping and weaving machine operators, welders and flamecutters, electrical and electronic equipment assemblers, butchers and meatcutters, inspectors, testers and graders, handpackers and packagers, and kindred workers.

8. LABORERS (UNSKILLED).

Workers in manual occupations which generally require no special training who perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, groundskeepers and gardeners, farmworkers, stevedores, wood choppers, laborers performing lifting, digging, mixing, loading and pulling operations, and kindred workers.

9. SERVICE WORKERS.

Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other institutions, professional and personal service, including nurses' aides, and orderlies), barbers, charworkers and cleaners, cooks, counter and fountain workers, elevator keepers, stewards, janitors, police officers and detectives, porters, waiters and waitresses, amusement and recreation facilities attendants, guides, ushers, public transportation attendants, and kindred workers.

Section 3 Clause

All subcontracts shall include the Section 3 Clause found at 24 CFR 135.38 (see Appendix B attached).

Section 3 Reporting/Recordkeeping by Contractor

The Contractor (and/or subcontractor) will report Section 3 activities to the Grant Administrator on a monthly basis on the provided Section 3 Status Report. The Mississippi Development Authority (MDA) or its designee shall have access to all records, reports, and other documents or items of the Contractor that are maintained to demonstrate compliance with the Section 3 regulations or that are maintained in accordance with the regulations governing the program under which Section 3 covered assistance is provided or otherwise made available to the Contractor.

As the contractor or subcontractor has the need to hire new persons to complete the Section 3 covered contract or needs to subcontract portions of the work to another business, they will direct their newly created employment and/or subcontracting opportunities to Section 3 residents and business concerns. The same numerical goals apply to subcontractors (i.e., 30 percent of new hires, 10 percent of construction contracts, and 3 percent of non-construction contracts). In addition, the efforts to comply with Section 3 shall be reported each month as directed by MDA and any required documentation shall be submitted as set forth below. Reports in a form provided by MDA shall be required each month capturing the following data:

- The number of full time positions generated by the Section 3 covered work.
- Of those full time positions, the number of Section 3 employees hired to work on the Section 3 covered work
- Supporting certifications of reported Section 3 residents (and, if requested by MDA, supporting documentation)
- The number of new subcontracts generated by the Section 3 covered work.
- Supporting certifications of reported Section 3 subcontractors and, if requested by MDA, necessary supporting information (Certifications of all Section 3 resident employees and, if requested by MDA, supporting documentation).
- Outreach efforts employed to recruit Section 3 residents and/or businesses as needed.

Section 3 Compliance Monitoring of Contractors and Subcontractors

The Grant Administrator shall periodically monitor the compliance of its contractors with the Section 3 regulations. The Contractor shall share the responsibility of Section 3 with the subcontractors that are awarded contracts to which Section 3 is applicable. The Contractor, or its designee, shall periodically monitor the compliance of its subcontractors with the Section 3 regulations and maintain records of such monitoring efforts.

Date

Signature of Company Representative

APPENDIX A

24 CFR 135.5

I. Examples of Efforts to Offer Training and Employment Opportunities to Section 3 Residents

(1) Entering into "first source" hiring agreements with organizations representing Section 3 residents.

(2) Sponsoring a HUD-certified "Step Up" employment and training program for section 3 residents.

(3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.

(4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in § 135.34) reside.

(5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.

(6) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

(7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.

(8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a section 3 project is located.

(9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.

(10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.

(11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.

(12) Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.

(13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the HA or contractor intends to fill.

(15) For an HA, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR 905.102, and §905.201(a)(6).)

(16) Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.

(17) Undertaking job counseling, education and related programs in association with local educational institutions.

(18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.

(19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.

(20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

II. Examples of Efforts To Award Contracts to Section 3 Business Concerns

(1) Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part

905 for business concerns owned by Native Americans (see section m of this Appendix).

(2) In determining the responsibility of potential contractors, consider their record of section 3 compliance as evidenced by past actions and their current plans for the pending contract.

(3) Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids or proposals for contracts for work in connection with section 3 covered assistance.

(4) Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the HA.

(5) For HAs, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.

(6) Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the bid invitations or request for proposals.

(7) Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities. (B) Coordinating pre-bid meetings at which section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities. (9) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate. (10) Advising section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.

(11) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of section 3 business concerns.

(12) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.

(13) Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.

(14) Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(15) Developing a list of eligible section 3 business concerns.

(16) For HAs participating in the "Contracting with Resident-Owned Businesses" program provided under 24 CFR part 963.

(17) Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.

(18) Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to section 3 business concerns.

(19) Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.

(20) Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.

(21) Actively supporting joint ventures with section 3 business concerns.

(22) Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

III. Examples of Procurement Procedures That Provide for Preference for Section 3 Business Concerns

This Section ill provides specific procedures that may be followed by recipients and contractors (collectively, referred to as the "contracting party") for implementing the section 3 contracting preference for each of 719 Pl. 135, App. the competitive procurement methods authorized in 24 CFR B5.36(d).

(1) *Small Purchase Procedures.* For section 3 covered contracts aggregating no more than \$25,000, the methods set forth in this paragraph (1) or the more formal procedures set forth in paragraphs (2) and (3) of this Section ill may be utilized.

(i) *Solicitation.* (A) Quotations may be solicited by telephone, letter or other informal procedure provided that the manner of solicitation provides for participation by a reasonable number of competitive sources. At the time of solicitation, the parties must be informed of:

- the section 3 covered contract to be awarded with sufficient specificity;
- the time within which quotations must be submitted; and
- the information that must be submitted with each quotation.

(B) If the method described in paragraph (i)(A) is utilized, there must be an attempt to obtain quotations from a minimum of three qualified sources in order to promote competition. Fewer than three quotations are acceptable when the contracting party has attempted, but has been unable, to obtain a sufficient number of competitive quotations. In unusual circumstances, the contracting party may accept the sole quotation received in response to a solicitation provided the price is reasonable. In all cases, the contracting party shall document the circumstances when it has been unable to obtain at least three quotations.

(ii) *Award.* (A) Where the section 3 covered contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified section 3 business concern with

the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified section 3 business concern is within 10 percent of the lowest responsive quotation from

any qualified source, the award shall be made to the source with the lowest quotation.

	x=lesser of:
When the lowest responsive bid is less than \$100,000.....	10% of that bid or \$9,000
When the lowest responsive bid is:	
At least \$100,000, but less than \$200,000.....	9% of that bid, or \$16,000
At least \$200,000, but less than \$300,000.....	8% of that bid, or \$21,000
At least \$300,000, but less than \$400,000.....	7% of that bid, or \$24,000
At least \$400,000, but less than \$500,000.....	6% of that bid, or \$25,000
At least \$500,000, but less than \$1 million.....	5% of that bid, or \$40,000
At least \$1 million, but less than \$2 million.....	4% of that bid, or \$60,000
At least \$2 million, but less than \$4 million.....	3% of that bid, or \$80,000
At least \$4 million, but less than \$7 million.....	2% of that bid, or \$105,000
\$7 million or more.....	1½% of the lowest responsive bid, with no dollar limit.

(B) Where the section 3 covered contract is to be awarded based on factors other than price, a request for quotations shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provision of preference for section 3 business concerns. The purchase order shall be awarded to the responsible firm whose quotation is the most advantageous, considering price and all other factors specified in the rating system.

(2) *Procurement by sealed bids (Invitations tor Bids).* Preference in the award of section 3 covered contracts that are awarded under a sealed bid (IFB) process may be provided as follows:

(i) Bids shall be solicited from all businesses (section 3 business concerns, and nonsection 3 business concerns). An award shall be made to the qualified section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid-

(A) is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and

(B) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

(ii) If no responsive bid by a section 3 business concern meets the requirements of paragraph (2)(i) of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

(3) *Procurement under the competitive proposals method of procurement (Request for Proposals (RFP)).* (i) For contracts and subcontracts awarded under the competitive proposals method of procurement (24 CFR 85.36(d)(3)), a Request for Proposals (RFP) shall identify all evaluation facts (and their relative importance) to be used to rate proposals.

(ii) One of the evaluation factors shall address both the preference for section 3 business concerns and the acceptability of the strategy for meeting the greatest extent feasible requirement (section 3 strategy), as disclosed in proposals submitted by all business concerns (section 3 and

non-section 3 business concerns). This factor shall provide for a range of 15 to 25 percent of the total number of available points to be set aside for the evaluation of these two components.

(iii) The component of this evaluation factor designed to address the preference for section 3 business concerns must establish a preference for these business concerns in the order of priority ranking as described in 24 CFR 135.36.

(iv) With respect to the second component (the acceptability of the section 3 strategy), the RFP shall require the disclosure of the contractor's section 3 strategy to comply with the section 3 training and employment preference, or contracting preference, or both, if applicable. A determination of the contractor's responsibility will include the submission of an acceptable section 3 strategy. The contract award shall be made to the responsible firm (either section 3 or non-section 3 business concern) whose proposal is determined most advantageous, considering price and all other factors specified in the RFP.

APPENDIX B**24 CFR § 135.38 Section 3 clause.**

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).

SECTION 3 RESIDENT CERTIFICATION – 2018

Hancock County

Instructions:

1. A section 3 resident seeking preference in training and employment must certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in 24 CFR 135.5.
2. To indicate your eligibility for preference, complete this form and submit it to the contractor or subcontractor that has advertised the position you are seeking.

Submitted to: _____ (“Contractor”) (“Subcontractor”).

I, _____, am a legal resident of _____.

My permanent address is: _____

I am a Section 3 resident because **(must check one)**:

- ☐ I am a resident of public housing, OR
- ☐ My household met the income eligibility guidelines below (circle applicable number in household and income limit).

If requested, I am able to provide Contractor or Subcontractor (as applicable) with the following documentation as evidence of my status (provide at least one):

- ☐ Copy of lease in a Federally assisted program
- ☐ Copy of receipt of public assistance
- ☐ Copy of evidence of participation in public assistance program that assists low or very low income persons
- ☐ Copy of household income tax return(s)

SECTION 3 INCOME LIMITS

All residents of public housing developments qualify as Section 3 residents. Additionally, individuals residing in **Hancock County** who meet the income limits set forth below can also qualify for Section 3 status.

Number in Household	Annual Household Income Less Than
1	\$29,150
2	\$33,300
3	\$37,450
4	\$41,600
5	\$44,950
6	\$48,300
7	\$51,600
8	\$54,950

Revised with 2018 Income Limits

I certify, under the penalty of perjury, that my answers are true and complete to the best of my knowledge. I understand that false or misleading information in this certification or other information provided to contractor or subcontractor may result in my termination or prosecution.

DATE

SIGNATURE

SECTION 3 RESIDENT CERTIFICATION – 2018

Harrison County

Instructions:

1. A section 3 resident seeking preference in training and employment must certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in 24 CFR 135.5.
2. To indicate your eligibility for preference, complete this form and submit it to the contractor or subcontractor that has advertised the position you are seeking.

Submitted to: _____ (“Contractor”) (“Subcontractor”).

I, _____, am a legal resident of _____.

My permanent address is: _____

I am a Section 3 resident because **(must check one)**:

- ☐ I am a resident of public housing, OR
- ☐ My household met the income eligibility guidelines below (circle applicable number in household and income limit).

If requested, I am able to provide Contractor or Subcontractor (as applicable) with the following documentation as evidence of my status (provide at least one):

- ☐ Copy of lease in a Federally assisted program
- ☐ Copy of receipt of public assistance
- ☐ Copy of evidence of participation in public assistance program that assists low or very low income persons
- ☐ Copy of household income tax return(s)

SECTION 3 INCOME LIMITS

All residents of public housing developments qualify as Section 3 residents. Additionally, individuals residing in **Harrison County** who meet the income limits set forth below can also qualify for Section 3 status.

Number in Household	Annual Household Income Less Than
1	\$29,150
2	\$33,300
3	\$37,450
4	\$41,600
5	\$44,950
6	\$48,300
7	\$51,600
8	\$54,950

Revised with 2018 Income Limits

I certify, under the penalty of perjury, that my answers are true and complete to the best of my knowledge. I understand that false or misleading information in this certification or other information provided to contractor or subcontractor may result in my termination or prosecution.

DATE

SIGNATURE

SECTION 3 RESIDENT CERTIFICATION – 2018

Stone County

Instructions:

1. A section 3 resident seeking preference in training and employment must certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 resident, as defined in 24 CFR 135.5.
2. To indicate your eligibility for preference, complete this form and submit it to the contractor or subcontractor that has advertised the position you are seeking.

Submitted to: _____ (“Contractor”) (“Subcontractor”).

I, _____, am a legal resident of _____.

My permanent address is: _____

I am a Section 3 resident because **(must check one)**:

- ☐ I am a resident of public housing, OR
- ☐ My household met the income eligibility guidelines below (circle applicable number in household and income limit).

If requested, I am able to provide Contractor or Subcontractor (as applicable) with the following documentation as evidence of my status (provide at least one):

- ☐ Copy of lease in a Federally assisted program
- ☐ Copy of receipt of public assistance
- ☐ Copy of evidence of participation in public assistance program that assists low or very low income persons
- ☐ Copy of household income tax return(s)

SECTION 3 INCOME LIMITS

All residents of public housing developments qualify as Section 3 residents. Additionally, individuals residing in **Stone County** who meet the income limits set forth below can also qualify for Section 3 status.

Number in Household	Annual Household Income Less Than
1	\$29,600
2	\$33,800
3	\$38,050
4	\$42,250
5	\$45,650
6	\$49,050
7	\$52,400
8	\$55,800

Revised with 2018 Income Limits

I certify, under the penalty of perjury, that my answers are true and complete to the best of my knowledge. I understand that false or misleading information in this certification or other information provided to contractor or subcontractor may result in my termination or prosecution.

DATE

SIGNATURE

SECTION 3 BUSINESS CONCERN CERTIFICATION

Eligibility for Preference

Instructions:

This form must be completed and signed by all contractors to certify whether they qualify for preference as a Section 3 Business Concern.

Company Name: _____

Address: _____

Contact Person: _____ **Phone Number:** _____

Number of Employees: _____ (full time) _____ (part time)

Does your firm represent and certify that it is a Section 3 business concern?

☐ Yes ☐ No

If yes, please check all that apply. The contractor represents and certifies that:

- ☐ The contractor's firm is 51 percent or more owned by Section 3 residents; or
- ☐ The contractor's permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of their first employment with the business were Section 3 residents; or
- ☐ The contractor hereby commits to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded by the business under the proposed contract to Section 3 businesses that meet either of the above two criteria, as identified below and detailed further in the contractor's Section 3 Subcontracting Plan:

SUBCONTRACTOR NAME	SUBCONTRACT AMOUNT
_____	\$ -
_____	\$ -
_____	\$ -
_____	\$ -
_____	\$ -

On behalf of the above-referenced Company, I certify, under the penalty of perjury, that my answers are true and complete to the best of my knowledge. I understand that false or misleading information in this certification or other information provided may result in the termination of Company's contract and debarment, or prosecution.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

SECTION 3
CERTIFIED EMPLOYEE ROSTER
(place on letterhead)

[COMPANY NAME]

Grant: _____

Project: _____

<u>Employee</u>	<u>Hire Date</u>	<u>Section 3 Resident (Y/N)</u>

On behalf of the above-referenced company, I certify, under penalty of perjury, that my employee roster, reflecting employees working on the Section 3 covered project, is true and complete to the best of my knowledge. I understand that false or misleading information in this certification or other information provided may result in the termination of the company's contract and debarment or prosecution.

 Name of Certifying Official

 Date

Frequently Asked Questions

About HUD's Section 3 Business Registry

1. What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that preference for employment, training and contracting opportunities generated from the expenditure of certain HUD funds is directed to local low- and very low-income persons, particularly those who receive federal housing assistance, and businesses that are owned by or substantially employ such persons.

2. What does the term "Section 3 resident" mean?

A "section 3 resident" is: 1) a public housing resident; or 2) a low- or very low-income person residing in the metropolitan area or Non-Metropolitan County where the Section 3 covered assistance is expended.

3. What does the term "Section 3 Business" mean?

Section 3 businesses are those that can provide evidence of meeting one of the following three criteria:

- a) 51 percent or more owned by Section 3 residents; or
- b) At least 30 percent of its full time employees include persons that are currently Section 3 residents, or were Section 3 residents within three years of the date of first hire*; or
- c) Provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to businesses that meet the qualifications of a) or b) above.

*Example: John is a Section 3 resident that is unemployed. He is hired by XYZ Construction Company at a salary of \$37,500 per year. The local low-income limit for a one-person household is \$35,000. John can be counted as a Section 3 resident by XYZ Construction Company for up to three years towards their efforts to meet the Section 3 business criterion under definition "B" as described above.

4. How are the terms "low-income" and very low-income determined?

Low- and very-low-household income limits are determined annually by HUD. These limits are typically established at 80 percent and 50 percent of the median income for each locality by household size or the number of people residing in one house. HUD income limits may be obtained from: <http://www.huduser.org/portal/datasets/il.html>

5. What is HUD's Section 3 Business Registry?

The Section 3 Business Registry is a registry of businesses that have self-certified their status as Section 3 Businesses. Businesses who self-certify that they meet one of the regulatory definitions of a Section 3 business will be included in a searchable online database. The database can be used by agencies that receive HUD funds, developers, contractors, and others to facilitate the award of covered construction and non-construction contracts to Section 3 businesses. Section 3 residents are also encouraged to use the registry to identify businesses that may have HUD-funded employment opportunities.

6. How does my firm submit a self-certification application if it meets the definition of a Section 3 Business?

Businesses can submit an online application for inclusion in the Section 3 registry at: www.hud.gov/Sec3Biz.

7. When does a business certification expire?

A certified business must recertify after 3 years.

8. Where do I find the database of businesses that have self-certified that they meet the definition of a Section 3 Business?

To search the database for businesses please visit: www.hud.gov/Sec3Biz.

9. What documentation is required from businesses that meet the definition of a Section 3 Business?

For inclusion in the registry, businesses must submit the online application and are not initially required to submit any additional documentation to HUD. Additional documentation may be requested if HUD receives complaints alleging that any business in its registry has misrepresented their firm's status to the Department. Businesses may also be required to submit supporting documentation as evidence of their eligibility to recipients prior to the award of the HUD-funded contract.

10. What is a business license?

A business license is a type of legal authorization to operate a business in a city, county, or state. A license may even be required on a federal level. Typically issued in document form, a business license gives a business owner the right to conduct entrepreneurial activities as set forth in the license application. In most cases, there is a fee charged to obtain a business license. Requirements for a business license vary by state and municipality. Please visit: <http://www.sba.gov/content/search-business-licenses-and-permits> to learn more about obtaining a business license.

11. Has HUD verified the authenticity of businesses that have submitted self-certification applications and does HUD endorse the quality of services provided by such businesses?

While the Department maintains the Business Registry database, it has not verified the information submitted by the businesses and does not endorse the services they provide. Accordingly, it is recommended that users perform due diligence before awarding contracts to businesses that have self-certified their status as a Section 3 business.

The Department will periodically conduct random audits of the Section 3 businesses in its registry.

12. Does being self-certified as a Section 3 Business mean that a firm is automatically entitled to HUD-funded contracts?

A Section 3 business is not entitled to a contract simply by being listed in the HUD Section 3 Business Registry database. Section 3 businesses may need to demonstrate to the satisfaction of the recipient agency (i.e., Public Housing Authority, local government agency, developer, etc.) that they are a responsible bidder with the ability to perform successfully under the terms and conditions of prospective contracts.

The Section 3 regulation at 24 CFR Part 135.36 provides preference to Section 3 businesses that submit responsible bids for contracts and subcontracts, but does not guarantee the award of contracts.

13. What if I believe that HUD has accepted the self-certification of a firm that does not meet the definition of a Section 3 Business?

The Department strongly encourages anyone that believes that a firm in this registry does not meet the eligibility criteria of a Section 3 Business to notify the HUD Office of Inspector General at <http://www.hudoig.gov/report-fraud>. HUD's office of Inspector General is responsible for investigating claims of fraudulence. In such situations, the HUD Office of Inspector General may request documentation and additional information from the business to verify that they qualify for inclusion in the database. Businesses found to have misrepresented themselves will be removed from the database and penalized as appropriate by the HUD Office of Inspector General.

14. What if my firm is listed on HUD's Section 3 Business Registry and I need to change or update my contact information?

To change or update your contact information, submit a detailed request via email to: Sec3biz@hud.gov.

15. Will my business be contacted after it is listed on the Section 3 Business Registry?

HUD grantees and their developers or contractors may contact your business with bid solicitations for contracts but they are not required to do so. Businesses should proactively

reach out to recipients of Section 3 covered HUD funding in their metropolitan area or Nonmetropolitan County.

16. How can I find recipients or agencies that are required to provide preferences to Section 3 residents and businesses in my area?

To find local recipients of Section 3 covered funding, contact your local HUD office. To find your closest office, visit: www.hud.gov/localoffices.

17. Are agencies that receive covered HUD funding (i.e., PHAs, cities, states, property owners, and other agencies) required to use this database?

Recipient agencies that receive Section 3 covered assistance will be informed about the database and encouraged but not required, to contact Section 3 businesses in the registry prior to awarding covered contracts.

18. Are General Contractors required to use this database?

General Contractors and other developers that receive contracts from recipient agencies may be informed about the database by local recipients and instructed to contract Section 3 businesses in the registry prior to the award of subcontracts.

19. How will HUD monitor success under the Section 3 Business Registry Program?

The Department will survey Section 3 Businesses and recipient agencies to determine outcomes and challenges associated with the implementation of the Section 3 Business Registry. The Department will monitor the usage of the database by businesses and recipients, and other feedback as a part of its assessment.

20. How do the other business designations affect the eligibility of businesses seeking certification under Section 3?

MBE, WBE, HubZone and other designations have no bearing on the eligibility of a particular business. The other designations are posted as a convenience for businesses wishing to identify themselves and for those awarding contracts who may have a business need for such designations.

21. Where can I find more information on the requirements of Section 3?

For more information on the requirements of Section 3, please visit www.hud.gov/Section3.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 757

CODE: (SP)

DATE: 03/20/2018

SUBJECT: Additional Erosion Control Requirements

Bidders are hereby advised of the following requirements that relate to erosion control activities on the project.

THE MAXIMUM TOTAL ACREAGE THAT CAN BE DISTURBED, AT ONE TIME, ON THE PROJECT IS NINETEEN (19) ACRES. THE CONTRACTOR SHALL BE REQUIRED TO STABILIZE DISTURBED AREAS PRIOR TO OPENING UP ADDITIONAL SECTIONS OF THE PROJECT. STABILIZED SHALL BE WHEN THE DISTURBED AREA MEETS ONE OF THE FOLLOWING CRITERIA:

- **THE AREA HAS BEEN SEEDED, EITHER TEMPORARY OR PERMANENT, AND MULCHED ACCORDING TO THE SPECIFICATIONS, OR**
- **A CRUSHED STONE COURSE OR A LIFT OF ASPHALT PAVEMENT HAS BEEN PLACED, OR**
- **THE AREA HAS BEEN CHEMICALLY TREATED USING PORTLAND CEMENT OR LIME-FLY ASH, AND SEALED.**

DISTURBED AREAS INCLUDE THE ROADBED, SLOPES AND REMAINING AREA OUT TO THE ROW LINE.

Clearing and Grubbing: Prior to beginning any clearing and grubbing operations on the project, controls shall be in place to address areas such as drainage structures, wetlands, streams, steep slopes and any other sensitive areas in accordance with the approved Erosion Control Plan or as directed by the Engineer. Clearing and grubbing should be limited to the minimum area necessary to construct the project. Grubbing operations should be minimized in areas outside the construction limits and stumps should be cut off flush with the existing ground elevations. A buffer area of at least fifteen (15) feet or as shown in the Plans shall be in place adjacent to the right-of-way line. The buffer area can either be the existing vegetation that is left undisturbed or re-established by planting new vegetation if clearing and grubbing was required. [As applicable, see the Riparian Buffer Erosion Control sheet\(s\) in the Plans for clearing and grubbing limits adjacent to stream banks.](#)

Unclassified Excavation: Cut sections shall be graded in accordance with the typical sections and plan grades. Permanent erosion control BMP's should be placed as soon as possible after the cut material has been moved. Fill sections that are completed shall have permanent erosion control BMP's placed. Fill sections that are not completed shall be either permanently or temporarily seeded until additional material is made available to complete these sections. All unclassified excavation on the project is required to be moved prior to incorporating any borrow excavation. The Contractor may have to stockpile unclassified excavation in order to comply with the nineteen (19) acre requirement. No additional compensation will be made for stockpiling operations.

Disturbed areas that remain inactive for a period of more than fourteen (14) days shall be temporary grassed and mulched. Temporary grassing and mulching shall only be paid one time for a given area.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 862

CODE: (SP)

DATE: 05/02/2018

SUBJECT: Pre-Bid Meeting

PROJECT: SP-0032-01(022) / 106247301 – Hancock County

A pre-bid meeting will be held at 10:00 A.M. on Thursday, May 24, 2018 in the 1st floor Commission Room of the Mississippi Department of Transportation Administration Building located at 401 North West Street in Jackson, Mississippi. This pre-bid meeting is to answer questions and familiarize bidders with the contents of the project. Attendance is not mandatory but is highly recommended.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 863

CODE: (SP)

DATE: 04/24/2018

SUBJECT: Special MDA Requirements

PROJECT: SP-0032-01(022) / 106247301 – Hancock County

Bidders are advised that this project is funded by the Mississippi Development Authority (MDA) and will require special requirements and special forms to be submitted to the MDA for approval. This information is addressed in other Notice to Bidders in this proposal. Cooperation will be required between the Contractor and the MDA for the submittal and performance of all special conditions in this contract. Any and all submittals to MDA shall be submitted in hard copy format. Electronic submittals will not be accepted. Any additional costs associated with carrying out the MDA requirements in this contract shall not be cause for any additional compensation or contract time.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 864

CODE: (SP)

DATE: 04/12/2018

SUBJECT: Liquidated Damages

PROJECT: SP-0032-01(022) / 106247301 – Hancock County

Bidders are hereby advised to disregard the values in the “Schedule of Deductions for Each Day of Overrun in Contract Time” table shown in Subsection 108.07.

Liquidated damages of **\$5,000.00** per calendar day shall be applicable to each calendar day after the completion date and shall continue until all work is completed.

Liquidated damages for this project is a combination of both liquidated damages and road user costs.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 865

CODE: (SP)

DATE: 04/12/2018

SUBJECT: Department Furnished Erosion Control Plan

PROJECT: SP-0032-01(022) / 106247301 – Hancock County

Bidders are advised that the Department has included an Erosion Control Plan within the contract plans which the Contractor may elect to use or modify as the Erosion Control Plan for this project. Special Provision 907-107-3 addresses the use and requirements of Department furnish and Contractor furnished Erosion Control Plans. The attached narrative may be used in lieu of the one shown in Special Provision 907-107-2.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
STORM WATER POLLUTION PREVENTION PLAN (SWPPP)/ECP
NARRATIVE

General Permit Coverage No. MSR-15

Project Number: SP-0032-01(022) / 106247-301000

County: Hancock

Route: SR 43

SITE INFORMATION

The scope of this project is intersection improvements at four locations along SR 43 in Hancock County. Three of the intersections will involve widening of the roadway with earthwork operations, and therefore erosion control measures will be required.

SEDIMENT AND EROSION CONTROLS

Vegetative controls: Clearing and Grubbing for this project will be very minimal and will be stabilized upon accomplishment using the pertinent applicable erosion control item to best fit field conditions. A combination of wattles and silt fence will be used to protect slopes as construction progresses.

Structural Controls: Silt fence will be installed in areas where grading of the shoulders has occurred along with wattles. Silt fence and wattles are shown in the erosion control plan sheets, but this document will be treated as a "living document" and any changes or modifications that need to be made to maintain the Best Management Practices (BMP's) will be made in the field as well as on the erosion control plan sheets.

Housekeeping practices: Structural BMP's will be cleaned out when sediment reaches 1/3 to 1/2 of the height of the BMP. Maintenance and repair of equipment will be performed off-site, material wash out will occur either off-site or within designated wash out areas.

Hazardous material will be stored off-site in appropriate containers and only brought to the project when needed to be installed. If a spill occurs it will be contained and cleanup will be performed by certified personnel and disposed of in the appropriate manner.

Debris and litter will be collected and disposed of either off-site or within designated areas.

Sanitary facilities will be located and positioned along with the progression of roadway construction to keep them located closely to the workers.

Post Construction Control Measures: As construction is completed, permanent vegetative growth will be established on any disturbed soils that may occur during construction to improve soil stability and provide a buffer zone for loose material.

IMPLEMENTATION SEQUENCE

Perimeter controls will be installed first. Minimal Clearing and grubbing will be performed as required for construction. Wattles will be installed along drainage ditches during construction to minimize movement of soils. Silt fence will be placed at the right of way for general protection from site debris that may occur during construction. During the course of the project, installing permanent vegetation will be based on any areas where the soils have been disturbed and need to be stabilized. No removal of BMP's will occur until MDOT releases the project from maintenance.

MAINTENANCE PLAN

All erosion and sediment control practices will be checked for stability and operation before any anticipated rain events but in no case less than once every week. Any needed repairs will be made immediately to maintain all practices as designed. Sediment will be removed from the front/upstream end of the BMPs when it becomes about 1/3 to 1/2 height of BMP.

Prime Contractor's Signature

Date

Printed Name

Date

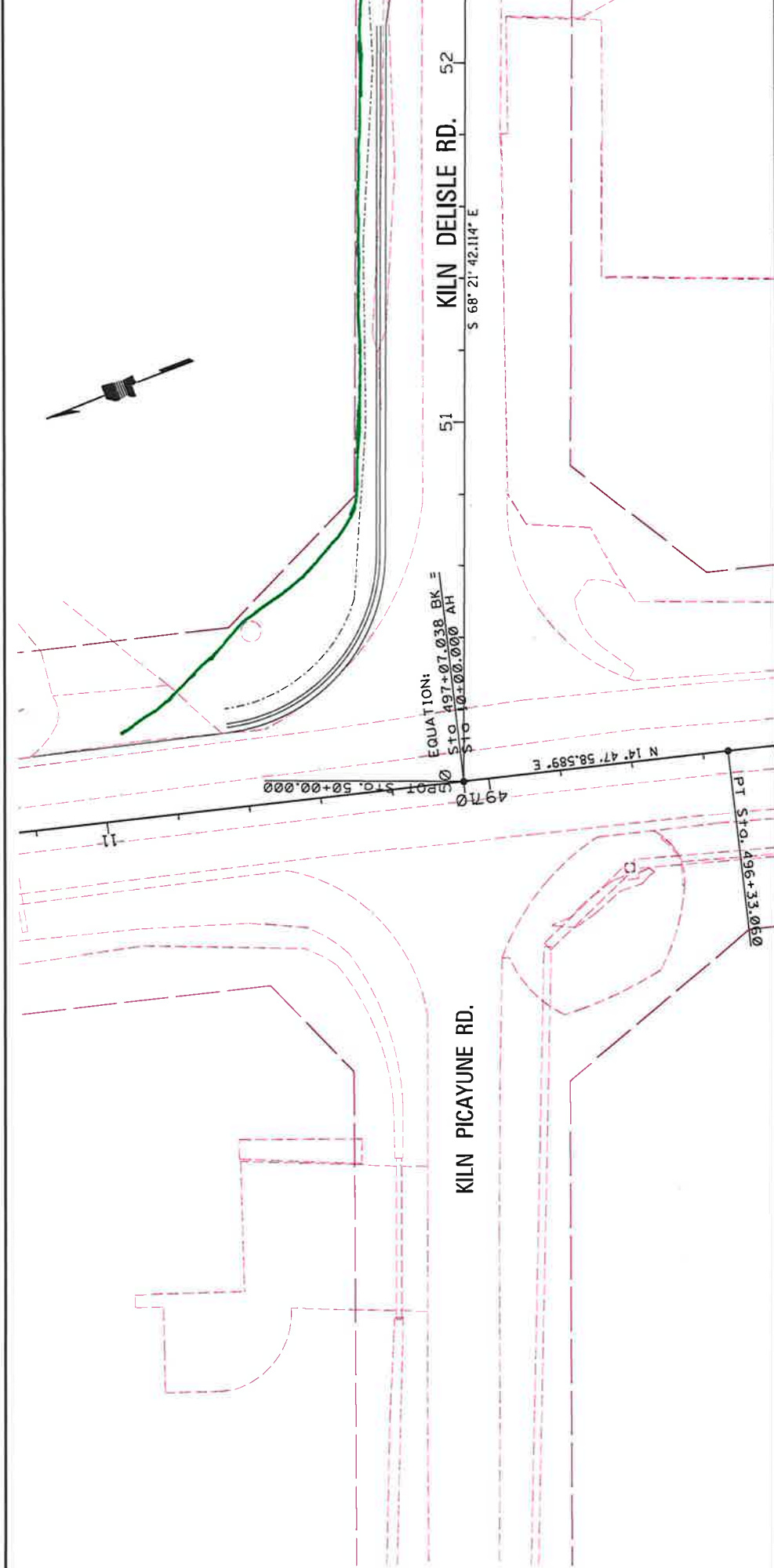
Curve 43-1
 $\Delta = 6^\circ 42' 09.126''$ (LT)
 $D = 0^\circ 59' 59.999''$
 $L = 670.254'$
 $T = 335.510'$
 $R = 5729.580'$
 $BK \ N 20^\circ 46' 06.876'' \ W$
 $AK \ N 27^\circ 28' 16.002'' \ W$
 $PC \ 373+80.669$
 $PT \ 380+50.923$

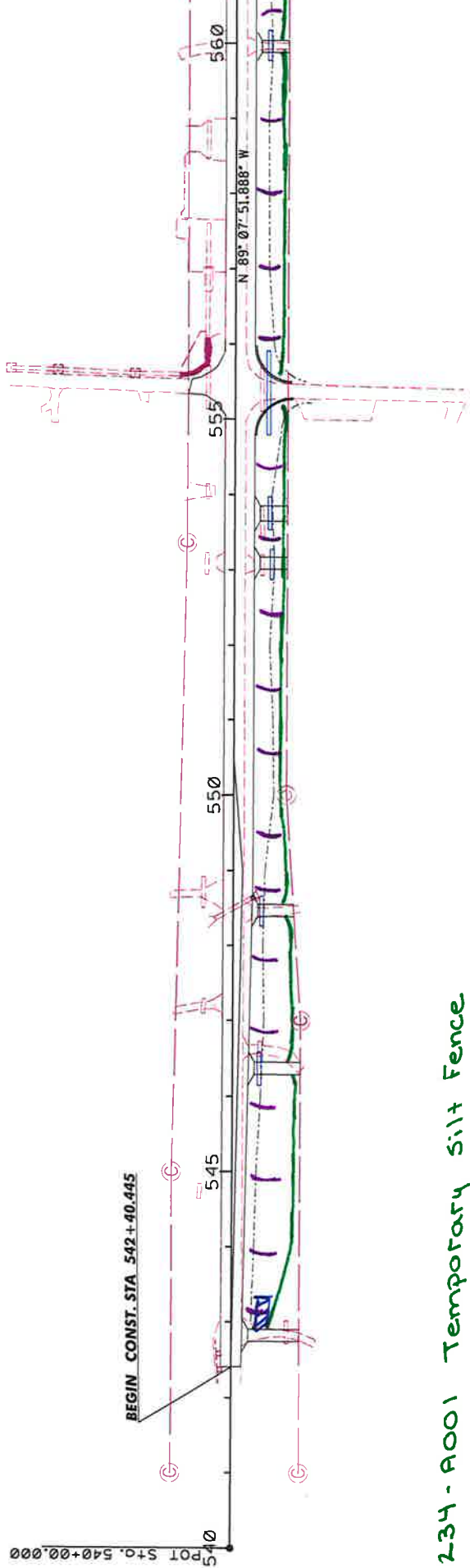


BEGIN OF CONST.
 360+67.572



234-A001 Temporary Silt Fence
 237-A002 watties, 20"
 Construction Entrance/Exit





234-A001 Temporary Silt Fence

237-A002 wattles, 20"

Construction Entrance/Exit

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-102-2

CODE: (IS)

DATE: 11/22/2017

SUBJECT: Bidding Requirements and Conditions

Section 102, Bidding Requirements and Conditions, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-102.01--Prequalification of Bidders. Delete the last sentence of the third paragraph of Subsection 102.01 on page 13, and substitute the following.

The Bidder's Certificate of Responsibility number must be on file with the Department's Contract Administration Division prior to request for permission to bid.

907-102.02--Contents of Proposal Forms. Delete the fourth paragraph in Subsection 102.02 on page 13, and substitute the following.

Prospective bidders must complete an online request for permission to be eligible to bid a project. Upon approval, the bidder will be authorized to submit a bid electronically using Bid Express at <http://bidx.com>.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-103-3

CODE: (SP)

DATE: 05/02/2018

SUBJECT: Award and Execution of Contract

PROJECT: SP-0032-01(022) / 106247301 -- Hancock County

Section 103, Award and Execution of Contract, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-103.01--Consideration of Proposal. Delete the second and third paragraphs of Subsection 103.01 on page 19, and substitute the following.

907-103.01.1--For Projects Constructed Without Federal Funds. Resident Contractors actually domiciled in Mississippi are to be granted preference over nonresidents in awarding of Contracts financed 100% with State funds.

In consideration of proposals that are equal to or in excess of \$50,000 and financed 100% with State funds, a nonresident Bidder domiciled in a state having laws granting preference to local Contractors will be considered for such contracts on the same basis as the nonresident Bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. When a nonresident Contractor submits a bid equal to or in excess of \$50,000 on a contract financed 100% with State funds, a copy of the current laws from the state of domicile and an explanation thereof pertaining to treatment of nonresident Contractors shall be attached. If no preferential treatment is provided for Contractors in the state of domicile and contracts are awarded to the lowest responsible Bidder, a statement to this effect shall be attached. Should the attachment not accompany the bid when submitted, the Contractor shall have 10 days following the opening of the bids to furnish the required information to the Contract Administration Director for attachment to the bid. Failure to provide the attachment within 10 days will result in the nonresident Contractor's bid being rejected and not considered for award. As used herein, the term "resident Contractor" includes a nonresident person, firm or corporation that has been qualified to do business in this State and has maintained a permanent full-time office in the State of Mississippi for two years prior to the submission of the bid, and the subsidiaries and affiliates of such a person, firm or corporation.

907-103.01.2--For Projects Constructed With Section 3 Preferences. 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.

This project is covered by the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u) ("Section 3"). Section 3 requires that when employment or contracting opportunities are generated by HUD-funded projects, preference is given to low to moderate income persons and businesses residing in the community where the project is located. Any responsive, responsible Bidder that qualifies as a Section 3 Business Concern will be given a preference during evaluation as set forth below. A Bidder selected for this Project will be responsible for ensuring compliance with all Section 3 requirements including, but not limited to, the hiring and contracting decisions made on the Project.

All Bidders are required to demonstrate commitment to the achievement of the KCDBG Section 3 goals in one of the following two ways:

- (1) A Bidder must certify as a Section 3 business concern; or
- (2) A Bidder must provide a Section 3 plan detailing how the Bidder will meet the required Section 3 subcontracting goal of providing subcontracting opportunities to Section 3 business concerns in an amount not less than 10% of the total contract amount. In its subcontracting plan, the Bidder should include the necessary number of Section 3 business subcontractors to meet or exceed the goal for this contract. The plan should also clearly state the total dollar value that will be self-performed and the total dollar value which will be subcontracted to Section 3 Business Concerns; providing for each listed Section 3 Business Concern a fully completed Section 3 Business Certification form including the company name, address, contact person, telephone number, and e-mail address; the amount to be performed/subcontracted; the scope of work to be performed; and the anticipated timeframe for performance of the work.

The Contract will be awarded to the lowest and best responsive, responsible Bidder, subject to the preference for a Section 3 Business Concern.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-107-4

CODE: (SP)

DATE: 04/17/2018

SUBJECT: Department's Erosion Control Plan

PROJECT: SP-0032-01(022) / 106247301 -- Hancock County

Section 107, Legal Relations and Responsibility to Public, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-107.22--Environmental Protection. Delete Subsection 107.22.1 on pages 63 thru 65, and substitute the following.

907-107.22.1--Contractor's Erosion Control Plan (ECP)... The Department has included an Erosion Control Plan in the Contract Documents which the Contractor may use or elect to modify. If the Contractor elects to use the Department furnished ECP, the Contractor assumes full ownership and responsibility of the plan.

If the Contractor elects to modify the Department furnished ECP or submit a Contractor furnished ECP, the ECP must be stamped by a Registered Profession Engineer licensed to practice in the State of Mississippi.

Regardless of the ECP used, the ECP and a narrative will have to be submitted to the Project Engineer for concurrence.

The time between the Notice of Award and Notice to Proceed/Beginning of Contract Time in the proposal, has been allowed for the submittal and concurrence of the erosion control plan, MDOT's review of the plan, and any revisions that may be necessary. The original contract time shall not be adjusted unless delays are caused solely by the Department for the submission, review, and concurrence of the Contractor's erosion control plan.

If the Contractor elects not use the Department furnished ECP, the Contractor furnished ECP shall include the following minimum requirements:

1. Erosion Control Plan (ECP) sheets or the plan profile sheets, 11" x 17" or larger, of all areas within the rights-of-way from the Beginning of the Project (BOP) to the End of the Project (EOP) showing the location of all temporary erosion control devices. Erosion control devices should be identified by exact type, temporary or permanent, configuration, and placement of each item to prevent erosion and siltation. A narrative of the Contractor's temporary erosion control plan shall be submitted in a format similar to the form attached to this special provision, but must include the heading and sub-heading information. As a minimum, the narrative shall include the following:

- A detailed description, including locations (station numbers) of the Contractor's proposed sequence of operations including, but not limited to, clearing and grubbing, excavation, drainage, and structures.
 - A detailed description, including locations, and best management practices (BMP) that will be used to prevent siltation and erosion from occurring during the Contractor's proposed sequence of operations.
2. A copy of the certification for the Contractor's Certified Erosion Control Person whose primary duty shall be monitoring and maintaining the effectiveness of the erosion control plan, BMPs, and compliance with the NPDES permit requirements.
 3. A plan for the disposal of waste materials on the project right-of-way which shall include but not be limited to the following:
 - containment and disposal of materials resulting from the cleaning (washing out) of concrete trucks that are delivering concrete to the project site.
 - containment and disposal of fuel / petroleum materials at staging areas on the project.

The erosion and siltation control plan shall be maintained on the project site at all times, updated as work progresses to show changes due to revisions in the sequences of construction operations, replacement of inadequate BMPs, and the maintenance of BMPs. Work shall not be started until an erosion control plan has been concurred with by the MDOT. The Engineer will have the authority to suspend all work and/or withhold payments for failure of the Contractor to carry out provisions of MDEQ's Storm Water Construction General Permit, the erosion control plan, updates to the erosion control plan, and /or proper maintenance of the BMPs.

As soon as the ECP has been approved, a copy of the SWPPP (Narrative, ECP with updates) shall be available on the project at all times. The Contractor shall provide and install a weatherproof enclosure, such as a mailbox, on the project at a location that will be readily accessible to the Engineer or others who may want to review the project ECP. The cost of installing and maintaining this enclosure shall be included in the prices bid for the various erosion control pay items and no direct payment will be made for this work.

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION
STORM WATER POLLUTION PREVENTION PLAN (SWPPP)/ECP
NARRATIVE**

General Permit Coverage No. MSR-15
Project Number: SP-0032-01(022) / 106247-301000
County: Hancock
Route: SR 43

SITE INFORMATION

The scope of this project is intersection improvements at four locations along SR 43 in Hancock County. Three of the intersections will involve widening of the roadway with earthwork operations, and therefore erosion control measures will be required.

SEDIMENT AND EROSION CONTROLS

Vegetative controls: Clearing and Grubbing for this project will be very minimal and will be stabilized upon accomplishment using the pertinent applicable erosion control item to best fit field conditions. A combination of wattles and silt fence will be used to protect slopes as construction progresses.

Structural Controls: Silt fence will be installed in areas where grading of the shoulders has occurred along with wattles. Silt fence and wattles are shown in the erosion control plan sheets, but this document will be treated as a "living document" and any changes or modifications that need to be made to maintain the Best Management Practices (BMP's) will be made in the field as well as on the erosion control plan sheets.

Housekeeping practices: Structural BMP's will be cleaned out when sediment reaches 1/3 to 1/2 of the height of the BMP. Maintenance and repair of equipment will be performed off-site, material wash out will occur either off-site or within designated wash out areas.

Hazardous material will be stored off-site in appropriate containers and only brought to the project when needed to be installed. If a spill occurs it will be contained and cleanup will be performed by certified personnel and disposed of in the appropriate manner.

Debris and litter will be collected and disposed of either off-site or within designated areas.

Sanitary facilities will be located and positioned along with the progression of roadway construction to keep them located closely to the workers.

Post Construction Control Measures: As construction is completed, permanent vegetative growth will be established on any disturbed soils that may occur during construction to improve soil stability and provide a buffer zone for loose material.

IMPLEMENTATION SEQUENCE

Perimeter controls will be installed first. Minimal Clearing and grubbing will be performed as required for construction. Wattles will be installed along drainage ditches during construction to minimize movement of soils. Silt fence will be placed at the right of way for general protection from site debris that may occur during construction. During the course of the project, installing permanent vegetation will be based on any areas where the soils have been disturbed and need to be stabilized. No removal of BMP's will occur until MDOT releases the project from maintenance.

MAINTENANCE PLAN

All erosion and sediment control practices will be checked for stability and operation before any anticipated rain events but in no case less than once every week. Any needed repairs will be made immediately to maintain all practices as designed. Sediment will be removed from the front/upstream end of the BMPs when it becomes about 1/3 to 1/2 height of BMP.

Prime Contractor's Signature

Date

Printed Name

Date

SECTION 905 - PROPOSAL

Date _____

Mississippi Transportation Commission
Jackson, Mississippi

Sirs: The following proposal is made on behalf of _____
_____ of _____

for constructing the following designated project(s) within the time(s) hereinafter specified.

The plans are composed of drawings and blue prints on file in the offices of the Mississippi Department of Transportation, Jackson, Mississippi.

The Specifications are the current Standard Specifications of the Mississippi Department of Transportation approved by the Federal Highway Administration, except where superseded or amended by the plans, Special Provisions and Notice(s) to Bidders attached hereto and made a part thereof.

I (We) certify that I (we) possess a copy of said Standard and any Supplemental Specifications.

Evidence of my (our) authority to submit the Proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm or corporation. I (We) certify that I (we) have carefully examined the Plans, the Specifications, including the Special Provisions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Notice(s) to Bidders, and Plans, I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (We) understand that the quantities mentioned herein are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid, in accordance with the above.

I (We) acknowledge that this proposal will be found irregular and/or non-responsive unless a certified check, cashier's check, or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law) is submitted electronically with the proposal or is delivered to the Contract Administration Engineer prior to the bid opening time specified in the advertisement.

INSTRUCTION TO BIDDERS: Alternate and Optional Items on Bid Schedule.

1. Two or more items entered opposite a single unit quantity WITHOUT DEFINITE DESIGNATION AS "ALTERNATE ITEMS" are considered as "OPTIONAL ITEMS". Bidders may or may not indicate on bids the Optional Item proposed to be furnished or performed WITHOUT PREJUDICE IN REGARD TO IRREGULARITY OF BIDS.
2. Items classified on the bid schedule as "ALTERNATE ITEMS" and/or "ALTERNATE TYPES OF CONSTRUCTION" must be preselected and indicated on bids. However, "Alternate Types of Construction" may include Optional Items to be treated as set out in Paragraph 1, above.
3. Optional items not preselected and indicated on the bid schedule MUST be designated in accordance with Subsection 102.06 prior to or at the time of execution of the contract.
4. Optional and Alternate items designated must be used throughout the project.

I (We) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

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) shall submit electronically with our proposal or deliver prior to the bid opening time 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.

SECTION 905 -- PROPOSAL (CONTINUED)

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

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.

Intersection Improvements on Hwy 43 at Texas Flat Road, Kiln-Delisle Road, Benville Road, & Kiln-Waveland Cutoff, known as State Project No. SP-0032-01(022) / 106247301 in Hancock County.

Line no.	Item Code	Adj Code	Quantity	Units	Description[Fixed Unit Price]
Roadway Items					
0010	201-A001		1	Lump Sum	Clearing and Grubbing
0020	202-B188		454	Square Yard	Removal of Pavement, All Types and Depths
0030	202-B191		295	Linear Feet	Removal of Pipe, 8" And Above
0040	203-A001	(E)	1,942	Cubic Yard	Unclassified Excavation, FM, AH
0050	203-EX018	(E)	1,182	Cubic Yard	Borrow Excavation, AH, FME, Class B7-6
0060	203-G001	(E)	111	Cubic Yard	Excess Excavation, FM, AH
0070	209-A005		5,427	Square Yard	Geotextile Stabilization, Type V, Non-Woven
0080	211-A001		1,620	Square Yard	Topsoil for Slope Treatment, From Right-of-Way
0090	213-C001		3	Ton	Superphosphate
0100	217-A001		275	Square Yard	Ditch Liner
0110	225-A001		5	Acre	Grassing
0120	225-B001		12	Ton	Agricultural Limestone
0130	225-C001		8	Ton	Mulch, Vegetative Mulch
0140	226-A001		5	Acre	Temporary Grassing
0150	234-A001		2,000	Linear Feet	Temporary Silt Fence
0160	237-A002		650	Linear Feet	Wattles, 20"
0170	249-A001		105	Ton	Riprap for Erosion Control
0180	403-A002	(BA1)	615	Ton	12.5-mm, MT, Asphalt Pavement
0190	403-A005	(BA1)	651	Ton	19-mm, MT, Asphalt Pavement
0200	403-A006	(BA1)	651	Ton	19-mm, ST, Asphalt Pavement
0210	403-A014	(BA1)	1,912	Ton	9.5-mm, MT, Asphalt Pavement
0220	406-A002		17,587	Square Yard	Cold Milling of Bituminous Pavement, All Depths
0230	407-A001	(A2)	679	Gallon	Asphalt for Tack Coat
0240	503-C010		4,906	Linear Feet	Saw Cut, Full Depth
0250	601-B001	(S)	2	Cubic Yard	Class "B" Structural Concrete, Minor Structures
0260	603-ALT003	(S)	20	Linear Feet	18" Type A Alternate Pipe
0270	603-ALT006	(S)	264	Linear Feet	24" Type A Alternate Pipe
0280	603-CA027	(S)	184	Linear Feet	24" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets
0290	603-CA056	(S)	8	Linear Feet	36" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets
0300	603-CA077	(S)	20	Linear Feet	48" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets
0310	603-CB004	(S)	4	Each	24" Reinforced Concrete End Section
0320	603-CB006	(S)	1	Each	36" Reinforced Concrete End Section
0330	603-CB008	(S)	1	Each	48" Reinforced Concrete End Section
0340	609-D003	(S)	524	Linear Feet	Combination Concrete Curb and Gutter Type 2

Line no.	Item Code	Adj Code	Quantity	Units	Description[Fixed Unit Price]
0350	618-A001		1	Lump Sum	Maintenance of Traffic
0360	619-A1002		10,346	Linear Feet	Temporary Traffic Stripe, Continuous White
0370	619-A2002		15,506	Linear Feet	Temporary Traffic Stripe, Continuous Yellow
0380	619-A6001		280	Square Feet	Temporary Traffic Stripe, Legend
0390	619-A6002		593	Linear Feet	Temporary Traffic Stripe, Legend
0400	619-D1001		148	Square Feet	Standard Roadside Construction Signs, Less than 10 Square Feet
0410	619-D2001		664	Square Feet	Standard Roadside Construction Signs, 10 Square Feet or More
0420	619-G4001		84	Linear Feet	Barricades, Type III, Double Faced
0430	619-G4005		48	Linear Feet	Barricades, Type III, Single Faced
0440	619-G7001		6	Each	Warning Lights, Type "B"
0450	620-A001		1	Lump Sum	Mobilization
0460	626-B003		1,478	Linear Feet	6" Thermoplastic Traffic Stripe, Continuous White
0470	626-C001		8,868	Linear Feet	6" Thermoplastic Double Drop Edge Stripe, Continuous White
0480	626-E003		15,506	Linear Feet	6" Thermoplastic Traffic Stripe, Continuous Yellow
0490	626-G002		2,308	Linear Feet	Thermoplastic Detail Stripe, White
0500	626-G003		3,870	Linear Feet	Thermoplastic Detail Stripe, Yellow
0510	626-H004		280	Square Feet	Thermoplastic Legend, White
0520	626-H005		593	Linear Feet	Thermoplastic Legend, White
0530	627-B001		55	Each	Two-Way Clear Reflective Raised Markers
0540	627-K001		51	Each	Red-Clear Reflective High Performance Raised Markers
0550	627-L001		661	Each	Two-Way Yellow Reflective High Performance Raised Markers
0560	630-A003		45	Square Feet	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness
0570	630-C003		65	Linear Feet	Steel U-Section Posts, 3.0 lb/ft
0580	632-A007		1	Each	Solid State Traffic Cabinet Assembly, Type III Cabinet, Type 1 Controller
0590	634-A548		1	Each	Traffic Signal Equipment Pole, Type III(L), 30' Shaft, 65' & 65' Arm
0600	634-A623		1	Each	Traffic Signal Equipment Pole, Type III(L), 30' Shaft, 65' & 75' Arm
0610	634-C006		8	Cubic Yard	Pole Foundations, Class "DS" Concrete
0620	634-D003		30	Linear Feet	Slip Casing, 36" Diameter
0630	635-A059		4	Each	Traffic Signal Head, Type 1
0640	635-A065		2	Each	Traffic Signal Head, Type 2 FYA
0650	635-A070		2	Each	Traffic Signal Head, Type 3
0660	635-A073		2	Each	Traffic Signal Head, Type 4
0670	636-B018		789	Linear Feet	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 8 Conductor
0680	636-B037		432	Linear Feet	Electric Cable, Underground in Conduit, THHN, AWG #10, 3 Conductor
0690	636-B048		130	Linear Feet	Electric Cable, Underground in Conduit, THHN, AWG #4, 3 Conductor

Line no.	Item Code	Adj Code	Quantity	Units	Description[Fixed Unit Price]
0700	637-A007		2	Each	Pull Box Enclosure, Type 1, Tier 22
0710	637-A009		2	Each	Pull Box Enclosure, Type 2, Tier 22
0720	637-A011		2	Each	Pull Box Enclosure, Type 3, Tier 22
0730	637-C028		744	Linear Feet	Traffic Signal Conduit, Underground, Type 4, 2"
0740	637-D003		391	Linear Feet	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 3"
0750	639-B001		3	Each	Optical Detector
0760	639-C001		1	Each	Multimode Phase Selector
0770	639-E001		790	Linear Feet	Optical Detector Cable
0780	640-A001		464	Linear Feet	Vehicle Loop Assemblies
0790	640-B004		1,071	Linear Feet	Shielded Cable, AWG #18, 4 Conductor
0800	640-C005		1	Each	Loop Detector Amplifier, Card Rack Mounted, 4 Channel
0810	643-A003		3	Each	Video Detection System, 1 Sensor, Type 2
0820	647-A001		1	Lump Sum	Removal of Existing Traffic Signal Equipment
0830	653-B003		44	Square Feet	Street Name Sign, Type III
0840	699-A001		1	Lump Sum	Roadway Construction Stakes
ALTERNATE GROUP AA NUMBER 1					
0850	304-F001	(GT)	2,868	Ton	3/4" and Down Crushed Stone Base
ALTERNATE GROUP AA NUMBER 2					
0860	304-F002	(GT)	2,868	Ton	Size 610 Crushed Stone Base
ALTERNATE GROUP AA NUMBER 3					
0870	304-F003	(GT)	2,868	Ton	Size 825B Crushed Stone Base

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

CONDITIONS FOR COMBINATION BID

If a bidder elects to submit a combined bid for two or more of the contracts listed for this month's letting, the bidder must complete and execute these sheets of the proposal in each of the individual proposals to constitute a combination bid. In addition to this requirement, each individual contract shall be completed, executed and submitted in the usual specified manner.

Failure to execute this Combination Bid Proposal in each of the contracts combined will be just cause for each proposal to be received and evaluated as a separate bid.

It is understood that the Mississippi Transportation Commission not only reserves the right to reject any and all proposals, but also the right to award contracts upon the basis of lowest separate bids or combination bids most advantageous to the State.

It is further understood and agreed that the Combination Bid Proposal is for comparison of bids only and that each contract shall operate in every respect as a separate contract in accordance with its proposal and contract documents.

I (We) agree to complete each contract on or before its specified completion date.

COMBINATION BID PROPOSAL

This proposal is tendered as one part of a Combination Bid Proposal utilizing option ____* of Subsection 102.11 on the following contracts:

* Option to be shown as either (a), (b), or (c).

	<u>Project No.</u>	<u>County</u>	<u>Project No.</u>	<u>County</u>
1.	_____	_____	6.	_____
2.	_____	_____	7.	_____
3.	_____	_____	8.	_____
4.	_____	_____	9.	_____
5.	_____	_____	10.	_____

(a) If Combination A has been selected, your Combination Bid is complete.

(b) If Combination B has been selected, then complete the following page.

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

Project Number	Pay Item Number	Unit	Unit Price Reduction	Total Item Reduction	Total Contract Reduction
1. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	
2. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	
3. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	
4. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	
5. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	
6. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	
7. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	
8. _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	_____ _____ _____	

SECTION 905 - COMBINATION BID PROPOSAL (Continued)

Project Number	Pay Item Number	Unit	Unit Price Reduction	Total Item Reduction	Total Contract Reduction
9. _____ _____	_____ _____	_____ _____	_____ _____	_____ _____	
10. _____ _____	_____ _____	_____ _____	_____ _____	_____ _____	

(c) If Combination C has been selected, then initial and complete ONE of the following.

- ____ I (We) desire to be awarded work not to exceed a total monetary value of \$ _____.
- ____ I (We) desire to be awarded work not to exceed _____ number of contracts.

TO: EXECUTIVE DIRECTOR, MISSISSIPPI DEPARTMENT OF TRANSPORTATION
JACKSON, MISSISSIPPI

CERTIFICATE

If awarded this contract, I (we) contemplate that portions of the contract will be sublet. I (we) certify that those subcontracts which are equal to or in excess of fifty thousand dollars (\$50,000.00) will be in accordance with regulations promulgated and adopted by the Mississippi State Board of Contractors on September 8, 2011.

I (we) agree that this notification of intent DOES NOT constitute APPROVAL of the subcontracts.

_____ (Individual or Firm)	_____ (Address)
_____ (Individual or Firm)	_____ (Address)
_____ (Individual or Firm)	_____ (Address)
_____ (Individual or Firm)	_____ (Address)

NOTE: Failure to complete the above DOES NOT preclude subsequent subcontracts. Subsequent subcontracts, if any, equal to or in excess of fifty thousand dollars (\$50,000.00) will be in accordance with regulations promulgated and adopted by the Mississippi State Board of Contractors on September 8, 2011.

Contractor _____

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
CERTIFICATION

I, _____,
(Name of person signing bid)

individually, and in my capacity as _____ of
(Title of person signing bid)

(Name of Firm, partnership, or Corporation)

do hereby certify under penalty of perjury under the laws of the United States and the State of Mississippi

that _____, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. **SP-0032-01(022) / 106247301000**

in **Hancock** _____ County(ies), Mississippi, has not either directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds are not currently under suspension, debarment, voluntary exclusion or determination of ineligibility; nor have a debarment pending; nor been suspended, debarred, voluntarily excluded or determined ineligible within the past three years by the Mississippi Transportation Commission, the State of Mississippi, any other State or a federal agency; nor been indicted, convicted or had a civil judgment rendered by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

Do exceptions exist and are made a part thereof? Yes / No

Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

All of the foregoing is true and correct.

(1/2016 S)

SECTION 902

CONTRACT FOR SP-0032-01(022) / 106247301000

LOCATED IN THE COUNTY(IES) OF Hancock

STATE OF MISSISSIPPI,
COUNTY OF HINDS

This contract entered into by and between the Mississippi Transportation Commission on one hand, and the undersigned contractor, on the other witnesseth;

That, in consideration of the payment by the Mississippi Transportation Commission of the prices set out in the proposal hereto attached, to the undersigned contractor, such payment to be made in the manner and at the time of times specified in the specifications and the special provisions, if any, the undersigned contractor hereby agrees to accept the prices stated in the proposal in full compensation for the furnishing of all materials and equipment and the executing of all the work contemplated in this contract.

It is understood and agreed that the advertising according to law, the Advertisement, the instructions to bidders, the proposal for the contract, the specifications, the revisions of the specifications, the special provisions, and also the plans for the work herein contemplated, said plans showing more particularly the details of the work to be done, shall be held to be, and are hereby made a part of this contract by specific reference thereto and with like effect as if each and all of said instruments had been set out fully herein in words and figures.

It is further agreed that for the same consideration the undersigned contractor shall be responsible for all loss or damage arising out of the nature of the work aforesaid; or from the action of the elements and unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work, exceptions being those specifically set out in the contract; and for faithfully completing the whole work in good and workmanlike manner according to the approved Plans, Specifications, Special Provisions, Notice(s) to Bidders and requirements of the Mississippi Department of Transportation.

It is further agreed that the work shall be done under the direct supervision and to the complete satisfaction of the Executive Director of the Mississippi Department of Transportation, or his authorized representatives, and when Federal Funds are involved subject to inspection at all times and approval by the Federal Highway Administration, or its agents as the case may be, or the agents of any other Agency whose funds are involved in accordance with those Acts of the Legislature of the State of Mississippi approved by the Governor and such rules and regulations issued pursuant thereto by the Mississippi Transportation Commission and the authorized Federal Agencies.

The Contractor agrees that all labor as outlined in the Special Provisions may be secured from list furnished by

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

The Contractor agrees that he has read each and every clause of this Contract, and fully understands the meaning of same and that he will comply with all the terms, covenants and agreements therein set forth.

Witness our signatures this the ____ day of _____, ____.

Contractor(s)

By _____

Title _____

Signed and sealed in the presence of:
(names and addresses of witnesses)

MISSISSIPPI TRANSPORTATION COMMISSION

By _____

Executive Director

Secretary to the Commission

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

Revised 8/06/2003

SECTION 903
PERFORMANCE AND PAYMENT BOND

CONTRACT BOND FOR: SP-0032-01(022) / 106247301000

LOCATED IN THE COUNTY(IES) OF: Hancock

STATE OF MISSISSIPPI,
COUNTY OF HINDS

Know all men by these presents: that we, _____
_____, (Contractor)
_____, Principal, a _____

residing at _____ in the State of _____

and _____
_____, (Surety)

residing at _____ in the State of _____,

authorized to do business in the State of Mississippi, under the laws thereof, as surety, effective as of the contract date

shown below, are held and firmly bound unto the State of Mississippi in the sum of _____

(\$ _____) Dollars, lawful money of the United States of America, to be paid to it for which
payment well and truly to be made, we bind ourselves, our heirs, administrators, successors, or assigns jointly and
severally by these presents.

The conditions of this bond are such, that whereas the said _____

principal, has (have) entered into a contract with the Mississippi Transportation Commission, bearing the date of
_____ day of _____ A.D. _____ hereto annexed, for the construction of certain projects(s) in
the State of Mississippi as mentioned in said contract in accordance with the Contract Documents therefor, on file in the
offices of the Mississippi Department of Transportation, Jackson, Mississippi.

Now therefore, if the above bounden _____
_____ in all things shall stand to and abide by and well and truly observe, do keep and perform all and
singular the terms, covenants, conditions, guarantees and agreements in said contract, contained on his (their) part to be
observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the
material and equipment specified in said contract in strict accordance with the terms of said contract which said plans,
specifications and special provisions are included in and form a part of said contract and shall maintain the said work
contemplated until its final completion and acceptance as specified in Subsection 109.11 of the approved specifications,
and save harmless said Mississippi Transportation Commission from any loss or damage arising out of or occasioned by
the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said
principal (s), his (their) agents, servants, or employees in the performance of said work or in any manner connected
therewith, and shall be liable and responsible in a civil action instituted by the State at the instance of the Mississippi
Transportation Commission or any officer of the State authorized in such cases, for double any amount in money or
property, the State may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of
the Contractor(s), his (their) agents or employees, and shall promptly pay the said agents, servants and employees and all
persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds,
Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall
promptly make payment of all taxes, licenses, assessments, contributions, damages,

any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the Executive Director of the Mississippi Department of Transportation, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

_____ (Contractors) Principal	_____ Surety
By _____	By _____ (Signature) Attorney in Fact
	Address _____ _____ _____
Title _____ (Contractor's Seal)	_____ (Printed) MS Agent
	_____ (Signature) MS Agent
	Address _____ _____ _____ (Surety Seal)
	_____ Mississippi Insurance ID Number



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
Contractor

Address

City, State ZIP

As principal, hereinafter called the Principal, and _____
Surety

a corporation duly organized under the laws of the state of _____

as Surety, hereinafter called the Surety, are held and firmly bound unto **State of Mississippi, Jackson, Mississippi**

As Obligee, hereinafter called Obligee, in the sum of **Five Per Cent (5%) of Amount Bid**

Dollars(\$ _____)

for the payment of which sum will and truly to be made, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Intersection Improvements on Hwy 43 at Texas Flat Road, Kiln-Delisle Road, Benville Road, & Kiln-Waveland Cutoff, known as State Project No. SP-0032-01(022) / 106247301 in Hancock County.**

NOW THEREFORE, the condition of this obligation is such that if the aforesaid Principal shall be awarded the contract, the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed and sealed this _____ day of _____, 20__

(Witness)

(Witness)

(Principal) (Seal)

By: _____
(Name) (Title)

(Surety) (Seal)

By: _____
(Attorney-in-Fact)

(MS Agent)

Mississippi Insurance ID Number

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
OFFICE OF CIVIL RIGHTS
JACKSON, MISSISSIPPI

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on:

Letting Date:

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

FIRM NAME