

**CITY OF BILOXI
AGENDA ITEM
FACT SHEET**

Item No.:

5 D

Council Meeting Date:

June 11, 2019

ITEM TITLE: RESOLUTION

INTRODUCED BY: Mayor Andrew "FoFo" Gilich

CONTACT PERSON: E. Michael Leonard, CAO *mu*

Christy LeBatard, Director of the Engineering Department *CL*

SUMMARY EXPLANATION:

Resolution accepting the bid of Lane Construction Company, Inc. and authorizing execution of a Contract for the Hurricane Katrina Infrastructure Repair Project - Area 10 Sixth Street South (SXSS) for Project No. KG639.

Resolution ☒ Ordinance _____ Public Hearing ☒ Routine Agenda _____

Exhibits for Review

Contract ☒ Minutes _____ Plans/Maps _____ Deed _____ Lease _____

Other (Specify): Exhibit "A" - Bid; Exhibit "B" - Bid Tabulation; Exhibit "C" - Contract

Submittal Authorization: Council President _____ Mayor ☒

STAFF RECOMMENDATION: Staff recommends approval

COUNCIL ACTION: Motion By: _____ Second By: _____

Vote:	<u>Councilmember</u>	<u>Yes</u>	<u>No</u>	<u>Other</u>	<u>Councilmember</u>	<u>Yes</u>	<u>No</u>	<u>Other</u>
	Lawrence	_____	_____	_____	Tisdale	_____	_____	_____
	Gines	_____	_____	_____	Glavan	_____	_____	_____
	Newman	_____	_____	_____	Barrett	_____	_____	_____
	Deming	_____	_____	_____				

ACTION TAKEN:

CL/kth 061119aeng

RESOLUTION ACCEPTING THE BID OF LANE CONSTRUCTION COMPANY, INC.
AND AUTHORIZING EXECUTION OF A CONTRACT FOR THE HURRICANE
KATRINA INFRASTRUCTURE REPAIR PROJECT - AREA 10 SIXTH STREET
SOUTH (SXSS) PROJECT NO. KG639.

WHEREAS, bids were received for the Hurricane Katrina Infrastructure Repair Project – Area 10 Sixth Street South (SXSS) Project No. KG639 on May 15, 2019; and,

WHEREAS, Lane Construction Company, Inc. submitted the lowest and best bid for Option No. Two (2), attached hereto as Exhibit “A”, in the amount of \$10,527,258.60 as shown on the bid tabulation attached hereto as Exhibit “B”; and,

WHEREAS, the bids have been reviewed and checked by design engineers and City legal counsel and no discrepancies in the low bid were noted; and,

WHEREAS, it is the recommendation of E. Michael Leonard, CAO and Christy LeBatard, P.E., Engineering Director, to approve the contract with Lane Construction Company, Inc. in the amount of \$10,527,258.60, attached hereto as Exhibit “C”, for the Hurricane Katrina Infrastructure Repair Project - Area 10 Sixth Street South (SXSS) Project No. KG639.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILOXI, MISSISSIPPI, THAT:

SECTION ONE: The findings, conclusions, and statements of fact contained in the foregoing preamble are hereby adopted, ratified, and incorporated herein.

SECTION TWO: The Mayor is hereby authorized to accept the bid from Lane Construction Company, Inc. in the amount of \$10,527,258.60, attached hereto as Exhibit “C”, for the Hurricane Katrina Infrastructure Repair – Area 10 Sixth Street South (SXSS) Project No. KG639, attached hereto as Exhibit “A”.

SECTION THREE: The Mayor is hereby authorized to enter into and execute the

contract attached hereto to Exhibit "C", with Lane Construction Company, Inc. in the amount of \$10,527,258.60, attached hereto as Exhibit "C", for the Hurricane Katrina Infrastructure Repair Project - Area 10 Sixth Street South (SXSS) Project No. KG639.

SECTION FOUR: After such time that all required contract documents have been executed and construction is ready to proceed, the Mayor is hereby authorized to have the Department of Engineering issue the Notice to Proceed.

SECTION FIVE: This resolution shall take effect and be in force from and after its adoption.

CERTIFICATE OF RESPONSIBILITY
07628-MC

LANE CONSTRUCTION COMPANY
OF MS, INC
PO BOX 1437
OCEAN SPRINGS, MS 39566-1437

RECEIVED
MAY 5 2019
BY:

RECEIVED
MAY 5 2019
BY: *AB* *2:30pm*

CITY OF Biloxi
ATTN: MAYOR'S OFFICE
140 LAMUSE STREET
Biloxi, MS. 39530

PROJECT: "AREA 10 SIXTH STREET SOUTH
SXSS"

CITY PROJECT NO. KG 639, NEMIS NO. 11023

Exhibit "A"

Revised: 04/29/19

**SECTION 905-A
CITY OF BILOXI PROJECT
CONTRACTOR PROPOSAL FORM**

**PROPOSAL: CITY OF BILOXI INFRASTRUCTURE REPAIR PROGRAM
SIXTH STREET SOUTH**

**AREA 10
Sixth Street South
(SXSS)**

**CITY PROJECT NUMBER: KG639
NEMIS NUMBER: 11023**

BID OF: Lane Construction Company of Mississippi, Inc.
Contractor (corporation/partnership, individual)

PO Box 1437, Ocean Springs, MS 39566-1437

Address

Certificate of Responsibility No. 07628-MC

**TO: The CITY OF BILOXI
140 Lameuse Street
P.O. Box 429
Biloxi, Mississippi 39533**

TO WHOM IT MAY CONCERN:

The bidder, in compliance with your invitation for bids for **CITY OF BILOXI INFRASTRUCTURE REPAIR PROGRAM, SIXTH STREET SOUTH (SXSS) CITY PROJECT NUMBER KG639, NEMIS NUMBER 11023**, in accordance with these plans and specifications prepared by the City Engineer of the CITY OF BILOXI, having examined the Drawings, Specifications, Special Provisions, Notice(s) to Bidders, herein, and related documents, the site of the proposed work and being familiar with all the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to do all the work and furnish all labor, materials, equipment, fuel and supplies and to construct the project in the manner specified. The bidder understands that the quantities mentioned herein are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the unit prices bid, in accordance with the above and at the time set forth.



AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Lane Construction Company of Mississippi, Inc.
P.O. Box 1437
Ocean Springs, MS 39566

SURETY:

(Name, legal status and principal place
of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:

(Name, legal status and address)

City of Biloxi
140 Lameuse Street
Biloxi, MS 39530

This document has important
legal consequences.
Consultation with an attorney
is encouraged with respect to
its completion or modification.

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

BOND AMOUNT: Five Percent (5%) of the Amount Bid-----

PROJECT:

(Name, location or address, and Project number, if any)

Area 10 - Sixth Street South SXSS
City Project No. KG639
NEMIS No. 11023

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

Init.

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AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Lane Construction Company of Mississippi, Inc.
P.O. Box 1437
Ocean Springs, MS 39566

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:

(Name, legal status and address)

City of Biloxi
140 Lameuse Street
Biloxi, MS 39530

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent (5%) of the Amount Bid-----

PROJECT:

(Name, location or address, and Project number, if any)


Area 10 - Sixth Street South SXSS
City Project No. KG639
NEMIS No. 11023

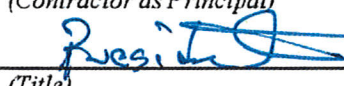
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.



If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **15th** day of **May**, 2019


Lane Construction Company of Mississippi, Inc.
(Contractor as Principal) (Seal)

(Witness)

(Title)

Liberty Mutual Insurance Company
(Surety) (Seal)

(Witness)

(Title) Loren Richard Howell, Jr., Attorney-In-Fact
MS Resident Agent

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8112229

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kimberly B. Barhum; Christopher H. Boone; Jim E. Brashier; Dewey Elise Brashier; David Fortenberry; Loren Richard Howell Jr.; R. T. Jones; Mary J. Norval; Kathleen B. Scarborough; Susan Skrmetta; Sharon Tuten; Troy P. Wagener

all of the city of Biloxi, state of MS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of May, 2018.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 29th day of May, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of May, 20 19.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



PROPOSAL FORM (Continued)

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the written "Notice to Proceed" from the CITY OF BILOXI and to fully complete the project within **Five Hundred Fifty (550)** calendar days thereafter as stipulated in the specifications. For failure to complete the work on time, the Bidder further agrees to pay liquidated damages in accordance with the Specifications, after the 550 calendar days designated for completion of the work.

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

Addendum No. <u>1</u>	Dated <u>April 17, 2019</u>
Addendum No. <u>2</u>	Dated <u>April 30, 2019</u>
Addendum No. <u> </u>	Dated <u> </u>
Addendum No. <u> </u>	Dated <u> </u>

TOTAL ADDENDA: 2

(Must agree with total addenda issued prior to opening of bid)

The Bidder understands that the CITY reserves the right to reject any or all bids and to waive informalities in the bidding.

The Bidder agrees that his bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids, unless the City and contractor mutually agree upon a different period.

Attached hereto is a Proposal Guaranty consisting of a certified check, cashier's check or Bid Bond in the amount as required in the Advertisement (or, by law).

The Bidder agrees to provide all "force account or extra work" that may be required on the basis provided in the Specifications and to give such work their personal attention in order to see that it is economically performed. Any changes from the original contract items shall be incorporated into the project by a change order.

The Bidder further proposes to execute the attached contract agreement (Section 902) and all other Proposal Documents (Section 905) as soon as the work is awarded to them and shall begin and complete the work within the time limits provided for in the Specifications and Advertisement. The Bidder also proposes to execute the attached payment and performance bond (Section 903) or other city approved form(s) in an amount not less than one hundred percent (100%) of the total of the work, but shall also guarantee the excellence of both workmanship and materials until the work is finally accepted.

PROPOSAL FORM (Continued)

The bid security/proposal guaranty attached in the form of a certified check, cashier's check or
bid bond in the sum of 5%

\$ _____

is to become the property of the CITY OF BILOXI in the event the Bidder fails to execute the contract and furnish all other required security within ten (10) days after notice of award, the amount of this check (or bid bond) will be forfeited to the CITY as liquidated damages arising out of the Bidder's failure to execute the contract as proposed. It is understood that in case the Bidder is not awarded with work, the check will be returned as provided in the Specifications.

IN TESTIMONY WHEREOF, the Bidder has hereunto affixed his legal signature on this,

15th day of May, 20 19.

Respectfully submitted,

Lane Construction Company of Mississippi, Inc.

Contractors



By: [Signature]

Title:

President

Address:

PO Box 1437

Ocean Springs, MS 39566-1437

PROPOSAL FORM (Continued)

(To be filled in if a corporation)

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

Jimmy R Lane	PO Box 1437, Ocean Springs, MS 39566-1437
President	Address
Jimmy R Lane	PO Box 1437, Ocean Springs, MS 39566-1437
Secretary	Address
Jimmy R Lane	PO Box 1437, Ocean Springs, MS 39566-1437
Treasurer	Address



The following is my (our) itemized proposal:

PROPOSAL FORM (Continued)

SIXTH STREET SOUTH

SXSS

CITY PROJECT NUMBER: KG639

NEMIS NUMBER: 11023

SXSS - BID SCHEDULE

SXSS - SCHEDULE NO. 1

OF

CONTRACT ITEMS AND UNIT PRICES

Item No.	Total Approx. Quantity	Description with Unit Price Bid	Unit Price	Total Extension
907-202-B	27,754 LF	Removal of Pipe (4"-18" in diameter) at	\$ <u>1.00</u> per linear foot	\$ <u>27,754.00</u>
		<u>one</u> dollars		
		<u>and</u>		
		<u>zero</u> cents		
		per linear foot		
907-202-B	604 LF	Removal of Pipe (4"-18" in Diameter) (within Railroad R/W) at	\$ <u>1.00</u> per linear foot	\$ <u>604.00</u>
		<u>one</u> dollars		
		<u>and</u>		
		<u>zero</u> cents		
		per linear foot		
907-202-B	4,759 LF	Removal of Pipe (20"-36" in diameter) at	\$ <u>3.00</u> per linear foot	\$ <u>14,277.00</u>
		<u>three</u> dollars		
		<u>and</u>		
		<u>zero</u> cents		
		per linear foot		

PROPOSAL FORM (Continued)

Item No.	Total Approx. Quantity	Description with Unit Price Bid	Unit Price	Total Extension
907-202-B	100 LF	Removal of Pipe (over 36" in Diameter) at	\$ 3.00 per linear foot	\$ 300.00
		three dollars		
		and		
		zero cents		
		per linear foot		
907-202-B	13,553 SY	Removal of Asphalt Pavement (0" - 6" thick) at	\$ 1.00 per square yard	\$ 13,553.00
		one dollars		
		and		
		zero cents		
		per square yard		
907-202-B	20,767 SY	Removal of Asphalt Pavement (Over 6" thick) at	\$ 1.00 per square yard	\$ 20,767.00
		one dollars		
		and		
		zero cents		
		per square yard		
907-202-B	3,029 SY	Removal of Paved Driveways at	\$ 1.00 per square yard	\$ 3029.00
		one dollars		
		and		
		zero cents		
		per square yard		

PROPOSAL FORM (Continued)

Item No.	Total Approx. Quantity	Description with Unit Price Bid	Unit Price	Total Extension
907-202-B	6,492 SY	Removal of Sidewalks at	\$ 1.00 per square yard	\$ 6492.00
		one dollars		
		and		
		zero cents		
		per square yard		
907-202-B	16,660 LF	Removal of Curb at	\$ 1.00 per linear foot	\$ 16,660.00
		one dollars		
		and		
		zero cents		
		per linear foot		
907-202-C	100 CY	Removal of Obstructions (LVM) at	\$ 20.00 per cubic yard	\$ 2000.00
		twenty dollars		
		and		
		zero cents		
		per cubic yard		
907-203-G	56,167 CY	Excess Excavation (AH) (FM) at	\$ 0.10 per cubic yard	\$ 5616.70
		zero dollars		
		and		
		ten cents		
		per cubic yard		

PROPOSAL FORM (Continued)

Item No.	Total Approx. Quantity	Description with Unit Price Bid	Unit Price	Total Extension
907-203-EX	56,167 CY	Borrow Excavation (AH) (FM) (Class B3) at	\$ <u>0.10</u> per cubic yard	\$ <u>5616.70</u>
		<u>zero</u> dollars		
		<u>and</u>		
		<u>ten</u> cents		
		per cubic yard		
907-204-A	3,567 LF	Saw Cutting of Concrete Surfaces at	\$ <u>2.00</u> per linear foot	\$ <u>7134.00</u>
		<u>two</u> dollars		
		<u>and</u>		
		<u>zero</u> cents		
		per linear foot		
907-204-B	960 LF	Saw Cutting of Asphalt Surfaces at	\$ <u>2.00</u> per linear foot	\$ <u>1920.00</u>
		<u>two</u> dollars		
		<u>and</u>		
		<u>zero</u> cents		
		per linear foot		
907-225-A	3,300 SY	Grassing at	\$ <u>0.50</u> per square yard	\$ <u>1650.00</u>
		<u>zero</u> dollars		
		<u>and</u>		
		<u>fifty</u> cents		
		per square yard		

PROPOSAL FORM (Continued)

Item No.	Total Approx. Quantity	Description with Unit Price Bid	Unit Price	Total Extension
907-234-A	20,975 LF	Temporary Silt Fence at	\$ <u>0.10</u> per linear foot	\$ <u>2097.50</u>
		<u>zero</u> dollars		
		<u>and</u>		
		<u>ten</u> cents		
		per linear foot		
907-234-B	82 EA	Silt Fence Inlet Protection at	\$ <u>50.00</u> per each	\$ <u>4100.00</u>
		<u>fifty</u> dollars		
		<u>and</u>		
		<u>zero</u> cents		
		per each		
907-238-A	100 LF	Wattles at	\$ <u>10.00</u> per linear foot	\$ <u>1000.00</u>
		<u>ten</u> dollars		
		<u>and</u>		
		<u>zero</u> cents		
		per linear foot		
907-304-D	4,488 CY	Size II Stabilizer Aggregate (Gravel) (FM) at	\$ <u>53.00</u> per cubic yard	\$ <u>237,864.00</u>
		<u>fifty-three</u> dollars		
		<u>and</u>		
		<u>zero</u> cents		
		per cubic yard		

[illegible][illegible]

PROPOSAL FORM (Continued)

Item No.	Total Approx. Quantity	Description with Unit Price Bid	Unit Price	Total Extension
601-B	1,218 CY	Class B Structural Concrete, Minor Structures at	\$ <u>940.00</u> per cubic yard	\$ <u>1,144,920.00</u>
		<u>nine hundred forty</u> dollars		
		<u>and</u>		
		<u>zero</u> cents		
		per cubic yard		
602-A	134,439 LB	Reinforcing Steel at	\$ <u>1.00</u> per pound	\$ <u>134,439.00</u>
		<u>one</u> dollars		
		<u>and</u>		
		<u>zero</u> cents		
		per pound		
907-603-A	113 LF	30" Steel Pipe (Jack and Bore) (Within Railroad R/W) at	\$ <u>750.00</u> per linear foot	\$ <u>84,750.00</u>
		<u>seven hundred fifty</u> dollars		
		<u>and</u>		
		<u>zero</u> cents		
		per linear foot		
907-603-A	135 LF	60" Steel Pipe (Jack and Bore) at	\$ <u>1220.00</u> per linear foot	\$ <u>164,700.00</u>
		<u>one thousand</u>		
		<u>two hundred twenty</u> dollars		
		<u>and</u>		
		<u>zero</u> cents		
		per linear foot		

PROPOSAL FORM (Continued)

Item No.	Total Approx. Quantity	Description with Unit Price Bid	Unit Price	Total Extension
907-603-C-A	1,659 LF	18" Reinforced Concrete Pipe, Class III at	\$ <u>46.00</u> per linear foot	\$ <u>76,314.00</u>
		<u>forty-six</u> dollars		
		<u>and</u>		
		<u>zero</u> cents		
		per linear foot		
907-603-C-A	1,545 LF	24" Reinforced Concrete Pipe, Class III at	\$ <u>61.00</u> per linear foot	\$ <u>94,245.00</u>
		<u>sixty-one</u> dollars		
		<u>and</u>		
		<u>zero</u> cents		
		per linear foot		
907-603-C-A	613 LF	30" Reinforced Concrete Pipe, Class III at	\$ <u>95.00</u> per linear foot	\$ <u>58,235.00</u>
		<u>ninety-five</u> dollars		
		<u>and</u>		
		<u>zero</u> cents		
		per linear foot		
907-603-C-A	714 LF	36" Reinforced Concrete Pipe, Class III at	\$ <u>100.00</u> per linear foot	\$ <u>71,400.00</u>
		<u>one hundred</u> dollars		
		<u>and</u>		
		<u>zero</u> cents		
		per linear foot		

PROPOSAL FORM (Continued)

Item No.	Total Approx. Quantity	Description with Unit Price Bid	Unit Price	Total Extension
907-603-C-A	127 LF	42" Reinforced Concrete Pipe, Class III at one hundred sixty and zero per linear foot	\$ <u>160.00</u> per linear foot	\$ <u>20,320.00</u>
907-603-C-E	199 LF	48" Reinforced Concrete Pipe, Class III at one hundred seventy-eight and zero per linear foot	\$ <u>178.00</u> per linear foot	\$ <u>35,422.00</u>
907-603-C-E	540 LF	72" Reinforced Concrete Pipe, Class III at two hundred seventy-five and zero per linear foot	\$ <u>275.00</u> per linear foot	\$ <u>148,500.00</u>
907-603-C-E	84 LF	22" X 13" Concrete Arch Pipe, Class III at fifty-four and zero per linear foot	\$ <u>54.00</u> per linear foot	\$ <u>4536.00</u>

PROPOSAL FORM (Continued)

Item No.	Total Approx. Quantity	Description with Unit Price Bid	Unit Price	Total Extension
907-603-C-E	139 LF	29" X 18" Concrete Arch Pipe, Class III at	\$ <u>69.00</u> per linear foot	\$ <u>9591.00</u>
		<u>sixty-nine</u> dollars		
		<u>and</u>		
		<u>zero</u> cents		
		per linear foot		
907-603-C-E	88 LF	36" X 23" Concrete Arch Pipe, Class III at	\$ <u>80.00</u> per linear foot	\$ <u>7040.00</u>
		<u>eighty</u> dollars		
		<u>and</u>		
		<u>zero</u> cents		
		per linear foot		
907-603-C-E	559 LF	44" X 27" Concrete Arch Pipe, Class III at	\$ <u>107.00</u> per linear foot	\$ <u>59,813.00</u>
		<u>one hundred seven</u> dollars		
		<u>and</u>		
		<u>zero</u> cents		
		per linear foot		
907-603-C-E	246 LF	51" X 31" Concrete Arch Pipe, Class III at	\$ <u>164.00</u> per linear foot	\$ <u>40,344.00</u>
		<u>one hundred</u>		
		<u>sixty-four</u> dollars		
		<u>and</u>		
		<u>zero</u> cents		
		per linear foot		

PROPOSAL FORM (Continued)

Item No.	Total Approx. Quantity	Description with Unit Price Bid	Unit Price	Total Extension
907-603-C-E	332 LF	58" X 36" Concrete Arch Pipe, Class III at one hundred eighty-eight and zero per linear foot	\$ <u>188.00</u> per linear foot	\$ <u>62,416.00</u>
907-603-C-E	158 LF	65" X 40" Concrete Arch Pipe, Class III at two hundred eight and zero per linear foot	\$ <u>208.00</u> per linear foot	\$ <u>32,864.00</u>
907-603-C-E	528 LF	73" X 45" Concrete Arch Pipe, Class III at two hundred thirty-two and zero per linear foot	\$ <u>232.00</u> per linear foot	\$ <u>122,496.00</u>
907-603-C-E	272 LF	88" X 54" Concrete Arch Pipe, Class III at two hundred ninety and zero per linear foot	\$ <u>290.00</u> per linear foot	\$ <u>78,880.00</u>

PROPOSAL FORM (Continued)

Item No.	Total Approx. Quantity	Description with Unit Price Bid	Unit Price	Total Extension
907-603-C-F	1 EA	36" X 23" Concrete Arch Pipe End Section at seven hundred fifty-eight and zero per each	\$ 758.00 per each	\$ 758.00
907-603-C-F	4 EA	58" X 36" Concrete Arch Pipe End Section at one thousand six hundred twenty-six and zero per each	\$ 1626.00 per each	\$ 6504.00
907-604-A	45,840 LB	Castings at three and zero per pound	\$ 3.00 per pound	\$ 137,520.00
907-604-A	760 LB	Castings (Within Railroad R/W) at three and zero per pound	\$ 3.00 per pound	\$ 2280.00

PROPOSAL FORM (Continued)

Item No.	Total Approx. Quantity	Description with Unit Price Bid	Unit Price	Total Extension
907-604-B	3,637 LB	Gratings at	\$ 3.00 per pound	\$ 10,911.00
		three and zero per pound	dollars cents	
907-604-C	69,043 LB	Ductile Iron Fittings at	\$ 4.50 per pound	\$ 310,693.50
		four and fifty per pound	dollars cents	
907-604-C	4,585 LB	Ductile Iron Fittings (Within Railroad R/W) at	\$ 4.50 per pound	\$ 20,632.50
		four and fifty per pound	dollars cents	
907-604-D	8 EA	4' Diameter Precast Concrete Manhole (< 6' deep) at	\$ 2614.00 per each	\$ 20,912.00
		two thousand six hundred fourteen and zero per each	dollars cents	

PROPOSAL FORM (Continued)

Item No.	Total Approx. Quantity	Description with Unit Price Bid	Unit Price	Total Extension
907-604-D	8 EA	4' Diameter Precast Concrete Manhole (6' to 8' deep) at two thousand eight hundred sixty-nine and zero per each	\$ 2869.00 per each	\$ 22,952.00
907-604-D	9 EA	4' Diameter Precast Concrete Manhole (8' to 10' deep) at three thousand two hundred seventy-four and zero per each	\$ 3274.00 per each	\$ 29,466.00
907-604-D	6 EA	4' Diameter Precast Concrete Manhole (10' to 12' deep) at three thousand four hundred seventy-nine and zero per each	\$ 3479.00 per each	\$ 20,874.00
907-604-D	7 EA	4' Diameter Precast Concrete Manhole (12' to 14' deep) at three thousand nine hundred sixty-two and zero per each	\$ 3962.00 per each	\$ 27,734.00

PROPOSAL FORM (Continued)

Item No.	Total Approx. Quantity	Description with Unit Price Bid	Unit Price	Total Extension
907-604-D	3 EA	4' Diameter Precast Concrete Manhole (14' to 16' deep) at four thousand two hundred eighty and zero per each	\$ 4280.00 per each	\$ 12,840.00
907-604-D	9 EA	8' Diameter Precast Concrete Manhole (all depths) at fifteen thousand three hundred sixty-four and zero per each	\$ 15,364.00 per each	\$ 138,276.00
907-604-G	6,703 SF	100% Solid Epoxy Liner at twenty and fifty per square foot	\$ 20.50 per square foot	\$ 137,411.50
907-607-A	1,288 LF	Remove Existing and Install Chain Link Fence at sixteen and fifty per linear foot	\$ 16.50 per linear foot	\$ 21,252.00

PROPOSAL FORM (Continued)

Item No.	Total Approx. Quantity	Description with Unit Price Bid	Unit Price	Total Extension
907-607-C	93 LF	Remove Existing and Install Wooden Fence at	\$ <u>22.00</u> per linear foot	\$ <u>2046.00</u>
		<u>twenty-two</u> dollars		
		<u>and</u>		
		<u>zero</u> cents		
		per linear foot		
907-608-A	5,790 SY	Concrete Sidewalk (Without Reinforcement - All Types) at	\$ <u>44.00</u> per square yard	\$ <u>254,760.00</u>
		<u>forty-four</u> dollars		
		<u>and</u>		
		<u>zero</u> cents		
		per square yard		
907-609-B	563 LF	Concrete Curb at	\$ <u>19.00</u> per linear foot	\$ <u>10,697.00</u>
		<u>nineteen</u> dollars		
		<u>and</u>		
		<u>zero</u> cents		
		per linear foot		
907-609-D	13,770 LF	Combination Concrete Curb and Gutter at	\$ <u>19.00</u> per linear foot	\$ <u>261,630.00</u>
		<u>nineteen</u> dollars		
		<u>and</u>		
		<u>zero</u> cents		
		per linear foot		

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PROPOSAL FORM (Continued)

Item No.	Total Approx. Quantity	Description with Unit Price Bid	Unit Price	Total Extension
907-610-D	14 LF	20" Ductile Iron Sewer Force Main at two hundred thirteen and zero per linear foot	\$ 213.00 per linear foot	\$ 2982.00
907-610-E	5,985 LF	6" PVC SDR-26 Sanitary Sewer Service at twenty-nine and zero per linear foot	\$ 29.00 per linear foot	\$ 173,565.00
907-610-G	1 LS	Tie Existing 4" Sewer Force Main to New Manhole at five hundred eighteen and zero per lump sum	\$ 518.00 per lump sum	\$ 518.00
907-610-G	1 LS	Tie Existing 20" Sewer Force Main to New Manhole at five hundred eighteen and zero per lump sum	\$ 518.00 per lump sum	\$ 518.00

PROPOSAL FORM (Continued)

Item No.	Total Approx. Quantity	Description with Unit Price Bid	Unit Price	Total Extension
907-610-H	11 LF	21" Large Diameter PVC Gravity Sewer Main (PS-115) at <div> <div>one hundred twenty-three</div> <div>and</div> <div>zero</div> </div> <div>dollars</div> <div>cents</div> per linear foot	\$ <u>123.00</u> per linear foot	\$ <u>1353.00</u>
907-610-H	2,317 LF	42" Large Diameter PVC Gravity Sewer Main (PS-115) at <div> <div>five hundred fifty</div> <div>and</div> <div>zero</div> </div> <div>dollars</div> <div>cents</div> per linear foot	\$ <u>550.00</u> per linear foot	\$ <u>1,274,350.00</u>
907-610-I	1 LS	Temporary Force Main at <div> <div>one hundred seventy-five</div> <div>thousand</div> <div>and</div> <div>zero</div> </div> <div>dollars</div> <div>cents</div> per lump sum	\$ <u>175,000.00</u> per lump sum	\$ <u>175,000.00</u>
907-610-J	1 EA	Hot Tap Existing Force Main at <div> <div>five hundred</div> <div>and</div> <div>zero</div> </div> <div>dollars</div> <div>cents</div> per each	\$ <u>500.00</u> per each	\$ <u>500.00</u>

PROPOSAL FORM (Continued)

Item No.	Total Approx. Quantity	Description with Unit Price Bid	Unit Price	Total Extension
907-612-A	18 LF	4" C900 PVC Water Main at	\$ 18.00 per linear foot	\$ 324.00
		eighteen	dollars	
		and		
		zero	cents	
		per linear foot		
907-612-A	341 LF	6" C900 PVC Water Main at	\$ 20.00 per linear foot	\$ 6820.00
		twenty	dollars	
		and		
		zero	cents	
		per linear foot		
907-612-A	1,674 LF	8" C900 PVC Water Main at	\$ 27.00 per linear foot	\$ 45,198.00
		twenty-seven	dollars	
		and		
		zero	cents	
		per linear foot		
907-612-A	3,785 LF	12" C900 PVC Water Main at	\$ 45.00 per linear foot	\$ 170,325.00
		forty-five	dollars	
		and		
		zero	cents	
		per linear foot		

PROPOSAL FORM (Continued)

Item No.	Total Approx. Quantity	Description with Unit Price Bid	Unit Price	Total Extension
907-612-A	110 LF	12" C900 PVC Water Main (Within Railroad R/W) at	\$ <u>47.00</u> per linear foot	\$ <u>5170.00</u>
		<u>forty-seven</u> dollars		
		<u>and</u>		
		<u>zero</u> cents		
		per linear foot		
907-612-B	2,135 LF	16" C900 PVC Water Main at	\$ <u>58.00</u> per linear foot	\$ <u>123,830.00</u>
		<u>fifty-eight</u> dollars		
		<u>and</u>		
		<u>zero</u> cents		
		per linear foot		
907-612-C	99 LF	6" Ductile Iron Water Main at	\$ <u>35.00</u> per linear foot	\$ <u>3465.00</u>
		<u>thirty-five</u> dollars		
		<u>and</u>		
		<u>zero</u> cents		
		per linear foot		
907-612-C	3,916 LF	8" Ductile Iron Water Main at	\$ <u>41.00</u> per linear foot	\$ <u>160,556.00</u>
		<u>forty-one</u> dollars		
		<u>and</u>		
		<u>zero</u> cents		
		per linear foot		

PROPOSAL FORM (Continued)

Item No.	Total Approx. Quantity	Description with Unit Price Bid	Unit Price	Total Extension
907-612-C	100 LF	12" Ductile Iron Water Main at fifty-seven and zero per linear foot	\$ 57.00 per linear foot	\$ 5700.00
907-612-C	356 LF	16" Ductile Iron Water Main at ninety-one and zero per linear foot	\$ 91.00 per linear foot	\$ 32,396.00
907-612-C	90 LF	16" Ductile Iron Water Main Class 56 at one hundred forty-one and zero per linear foot	\$ 141.00 per linear foot	\$ 12,690.00
907-612-C	1,057 LF	16" Ductile Iron Water Main Class 56 (Within Railroad R/W) at one hundred forty-one and zero per linear foot	\$ 141.00 per linear foot	\$ 149,037.00

PROPOSAL FORM (Continued)

Item No.	Total Approx. Quantity	Description with Unit Price Bid	Unit Price	Total Extension
907-612-D	5,194 LF	1" Diameter Water Service at <u>thirty-nine</u> dollars <u>and</u> <u>zero</u> cents per linear foot	\$ <u>39.00</u> per linear foot	\$ <u>202,566.00</u>
907-612-D	286 LF	1½" Diameter Water Service at <u>forty-nine</u> dollars <u>and</u> <u>zero</u> cents per linear foot	\$ <u>49.00</u> per linear foot	\$ <u>14,014.00</u>
907-612-E	26 EA	6" Water Valve at <u>seven hundred twenty-seven</u> dollars <u>and</u> <u>zero</u> cents per each	\$ <u>727.00</u> per each	\$ <u>18,902.00</u>
907-612-E	27 EA	8" Water Valve at <u>nine hundred ninety-seven</u> dollars <u>and</u> <u>zero</u> cents per each	\$ <u>997.00</u> per each	\$ <u>26,919.00</u>

PROPOSAL FORM (Continued)

Item No.	Total Approx. Quantity	Description with Unit Price Bid	Unit Price	Total Extension
907-612-E	20 EA	12" Water Valve at one thousand nine hundred sixty and zero per each	\$ 1960.00 per each	\$ 39,200.00
907-612-E	17 EA	16" Water Valve at five thousand three hundred thirty-three and zero per each	\$ 5333.00 per each	\$ 90,661.00
907-612-E	4 EA	16" Water Valve (Within Railroad R/W) at five thousand three hundred thirty-three and zero per each	\$ 5333.00 per each	\$ 21,332.00
907-612-F	2 EA	4" X 4" Tapping Sleeve and 4" Valve at five hundred and zero per each	\$ 500.00 per each	\$ 1000.00

PROPOSAL FORM (Continued)

Item No.	Total Approx. Quantity	Description with Unit Price Bid	Unit Price	Total Extension
907-612-F	3 EA	6" X 6" Tapping Sleeve and 6" Valve at	\$ <u>500.00</u> per each	\$ <u>1500.00</u>
		<u>five hundred</u> dollars		
		<u>and</u>		
		<u>zero</u> cents		
		per each		
907-612-F	1 EA	8" X 8" Tapping Sleeve and 8" Valve at	\$ <u>500.00</u> per each	\$ <u>500.00</u>
		<u>five hundred</u> dollars		
		<u>and</u>		
		<u>zero</u> cents		
		per each		
907-612-F	1 EA	12" X 12" Tapping Sleeve and 12" Valve at	\$ <u>500.00</u> per each	\$ <u>500.00</u>
		<u>five hundred</u> dollars		
		<u>and</u>		
		<u>zero</u> cents		
		per each		
907-612-F	1 EA	16" X 16" Tapping Sleeve and 16" Valve at	\$ <u>500.00</u> per each	\$ <u>500.00</u>
		<u>five hundred</u> dollars		
		<u>and</u>		
		<u>zero</u> cents		
		per each		

PROPOSAL FORM (Continued)

Item No.	Total Approx. Quantity	Description with Unit Price Bid	Unit Price	Total Extension
907-612-G	26 EA	Fire Hydrant at two thousand forty-nine and zero per each	\$ 2049.00 per each	\$ 53,274.00
907-612-K	2 EA	4" Line Stop at five hundred and zero per each	\$ 500.00 per each	\$ 1000.00
907-612-K	2 EA	6" Line Stop at five hundred and zero per each	\$ 500.00 per each	\$ 1000.00
907-612-K	2 EA	8" Line Stop at five hundred and zero per each	\$ 500.00 per each	\$ 1000.00

PROPOSAL FORM (Continued)

Item No.	Total Approx. Quantity	Description with Unit Price Bid	Unit Price	Total Extension
907-612-K	2 EA	10" Line Stop at <u>five hundred</u> dollars <u>and</u> <u>zero</u> cents per each	\$ <u>500.00</u> per each	\$ <u>1000.00</u>
907-612-K	2 EA	12" Line Stop at <u>five hundred</u> dollars <u>and</u> <u>zero</u> cents per each	\$ <u>500.00</u> per each	\$ <u>1000.00</u>
907-612-K	2 EA	16" Line Stop at <u>five hundred</u> dollars <u>and</u> <u>zero</u> cents per each	\$ <u>500.00</u> per each	\$ <u>1000.00</u>
907-614-A	2,910 SY	Concrete Driveway (Without Reinforcement - All Types) at <u>sixty-four</u> dollars <u>and</u> <u>zero</u> cents per square yard	\$ <u>64.00</u> per square yard	\$ <u>186,240.00</u>

PROPOSAL FORM (Continued)

Item No.	Total Approx. Quantity	Description with Unit Price Bid	Unit Price	Total Extension
618-A	1 LS	Maintenance of Traffic at five hundred ninety thousand dollars and zero cents per lump sum	\$ 590,000.00 per lump sum	\$ 590,000.00
620-A	1 LS	Mobilization at six hundred thousand dollars and zero cents per lump sum	\$ 600,000.00 per lump sum	\$ 600,000.00
907-622-A	58 CY	Low Pressure Portland Cement Grout at one hundred forty-six dollars and zero cents per cubic yard	\$ 146.00 per cubic yard	\$ 8468.00
907-623-A	58 CY	Flowable Fill at one hundred forty-six dollars and zero cents per cubic yard	\$ 146.00 per cubic yard	\$ 8468.00

PROPOSAL FORM (Continued)

Item No.	Total Approx. Quantity	Description with Unit Price Bid	Unit Price	Total Extension
907-626-BB	0.026 MI	6" Thermoplastic Traffic Stripe (Continuous White) (90 mils) at five thousand five hundred dollars and zero cents per mile	\$ 5500.00 per mile	\$ 143.00
907-626-BB	0.472 MI	6" Thermoplastic Traffic Stripe (Continuous White) (120 mils) at five thousand five hundred dollars and zero cents per mile	\$ 5500.00 per mile	\$ 2596.00
907-626-CC	1.072 MI	6" Thermoplastic Edge Stripe (Continuous White) (60 mils) at five thousand five hundred dollars and zero cents per mile	\$ 5500.00 per mile	\$ 5896.00
907-626-EE	8998.00 LF	6" Thermoplastic Traffic Stripe (Continuous Yellow) (90 mils) at one dollars and fifty cents per linear foot	\$ 1.50 per linear foot	\$ 13,497.00

PROPOSAL FORM (Continued)

Item No.	Total Approx. Quantity	Description with Unit Price Bid	Unit Price	Total Extension
907-626-EE	908.00 LF	6" Thermoplastic Traffic Stripe (Continuous Yellow) (120 mils) at	\$ 1.50 per linear foot	\$ 1362.00
		one dollars		
		and		
		zero cents		
		per linear foot		
907-626-HH	144 SF	Thermoplastic Legend (White) (120 mils) at	\$ 7.00 per square foot	\$ 1008.00
		seven dollars		
		and		
		zero cents		
		per square foot		
907-627-I	26 EA	Two-Way Blue Reflective Raised Markers at	\$ 11.00 per each	\$ 286.00
		eleven dollars		
		and		
		zero cents		
		per each		

**SXSS-
BID (Schedule No. 1)
FOR THE SUM OF**

**ten million, six hundred seventy-three thousand,
three hundred forty-five dollars and ten cents**

Dollars

(Amount in Words)

\$ 10,673,345.10

In case of any discrepancy, the amount in words will govern. The sum total given is subject to verifications of the correctness of extensions and amounts given.

PROPOSAL FORM (Continued)

**SXSS - SCHEDULE NO. 2
OF
CONTRACT ITEMS AND UNIT PRICES**

Item No.	Total Approx. Quantity	Description with Unit Price Bid	Unit Price	Total Extension
907-202-D	1 LS	Salvage Value of Removed Items at	\$ 0.00 per lump sum	\$ 0.00
		zero	dollars	
		and		
		zero	cents	
		per lump sum		

SXSS -

BID (Schedule No. 2)

FOR THE SUM OF

zero

Dollars

(Amount in Words)

\$ **0.00**

In case of any discrepancy, the amount in words will govern. The sum total given is subject to verifications of the correctness of extensions and amounts given.

PROPOSAL FORM (Continued)

**SXSS - SCHEDULE NO. 3 (ALTERNATE #1)
OF
CONTRACT ITEMS AND UNIT PRICES**

Item No.	Total Approx. Quantity	Description with Unit Price Bid	Unit Price	Total Extension
DEDUCTIVE ITEMS				
907-603-A	135 LF	60" Steel Pipe (Jack and Bore) at <u>one thousand</u> <u>two hundred twenty</u> dollars <u>and</u> <u>zero</u> cents per linear foot	\$ <u>1220.00</u> per linear foot	\$ <u>164,700.00</u>
907-623-A	7 CY	Flowable Fill at <u>one hundred forty-six</u> dollars <u>and</u> <u>zero</u> cents per cubic yard	\$ <u>146.00</u> per cubic yard	\$ <u>1022.00</u>
ADDITIVE ITEMS				
907-202-B	126 LF	Removal of Pipe (4"-18" in diameter) at <u>three</u> dollars <u>and</u> <u>zero</u> cents per linear foot	\$ <u>3.00</u> per linear foot	\$ <u>378.00</u>

PROPOSAL FORM (Continued)

Item No.	Total Approx. Quantity	Description with Unit Price Bid	Unit Price	Total Extension
907-202-B	147 LF	Removal of Pipe (20"-36" in diameter) at	\$ 3.00 per linear foot	\$ 441.00
		three	dollars	
		and		
		zero	cents	
		per linear foot		
907-202-B	228 SY	Removal of Asphalt Pavement (0" - 6" thick) at	\$ 3.00 per square yard	\$ 684.00
		three	dollars	
		and		
		zero	cents	
		per square yard		
907-203-EX	26 CY	Borrow Excavation (AH) (FM) (Class B3) at	\$ 30.00 per cubic yard	\$ 780.00
		thirty	dollars	
		and		
		zero	cents	
		per cubic yard		
907-204-B	98 LF	Saw Cutting of Asphalt Surfaces at	\$ 2.00 per linear foot	\$ 196.00
		two	dollars	
		and		
		zero	cents	
		per linear foot		

PROPOSAL FORM (Continued)

Item No.	Total Approx. Quantity	Description with Unit Price Bid	Unit Price	Total Extension
907-304-D	55 CY	Size II Stabilizer Aggregate (Gravel) (FM) at	\$ 53.00 per cubic yard	\$ 2915.00
		fifty- three	dollars	
		and		
		zero	cents	
		per cubic yard		
907-304-E	38 CY	"610" Limestone (FM) at	\$ 90.50 per cubic yard	\$ 3439.00
		ninety	dollars	
		and		
		fifty	cents	
		per cubic yard		
907-403-B	50 TON	Hot Bituminous Pavement Binder Course (Type BC-1) at	\$ 91.10 per ton	\$ 4555.00
		ninety-one	dollars	
		and		
		ten	cents	
		per ton		
907-403-C	25 TON	Hot Bituminous Pavement Surface Course (Type SC-1) at	\$ 93.90 per ton	\$ 2347.50
		ninety-three	dollars	
		and		
		ninety	cents	
		per ton		

PROPOSAL FORM (Continued)

Item No.	Total Approx. Quantity	Description with Unit Price Bid	Unit Price	Total Extension
907-603-C-E	50 LF	22" X 13" Concrete Arch Pipe, Class III at	\$ 78.00 per linear foot	\$ 3900.00
		<u>seventy-eight</u> dollars		
		<u>and</u>		
		<u>zero</u> cents		
		per linear foot		

SXSS -

BID (Schedule No. 3)

FOR THE SUM OF

-(one hundred forty-six thousand, eighty-six dollars and fifty cents) Dollars

(Amount in Words)

\$ (146,086.50)

In case of any discrepancy, the amount in words will govern. The sum total given is subject to verifications of the correctness of extensions and amounts given.

BID OPTION SUMMARY

NOTE: The OWNER reserves the right to select the alternate described in the CONSTRUCTION DOCUMENTS. The Construction Contract will be awarded to the lowest and best, responsive, responsible bidder based on the two (2) options below. The Construction Contract will either be awarded based on the amount of the Base Bid OR the Base Bid plus alternate. If the OWNER selects the alternate, the Construction Contract WILL NOT be awarded based on the Base Bid. The Bidder must provide a price for two (2) options listed to be considered.

PROPOSAL FORM (Continued)

OPTION 1: BASE BID TOTAL = [SXSS SCHEDULE No. 1 minus (-) SXSS SCHEDULE No. 2]

ten million, six hundred seventy-three thousand, three hundred forty-five dollars and ten centsDollars

(Amount in Words)

\$ 10,673,345.10

In case of any discrepancy, the amount in words will govern. The sum total given is subject to verifications of the correctness of extensions and amounts given.

OPTION 2: BASE BID + ALTERNATE # 1 TOTAL = [SXSS SCHEDULE No. 1 minus (-) SXSS SCHEDULE No. 2 plus (+) SXSS SCHEDULE No. 3]

ten million, five hundred twenty-seven thousand, two hundred fifty eight dollars and sixty centsDollars

(Amount in Words)

\$ 10,527,258.60

In case of any discrepancy, the amount in words will govern. The sum total given is subject to verifications of the correctness of extensions and amounts given.

Revised: 06/09/2017

**SECTION 905-B
CITY OF BILOXI PROJECT
NON-COLLUSION, DEBARMENT/INELIGIBLE
CERTIFICATION
(Execute in duplicate)**

State of Mississippi
County of Mississippi

I, Jimmy R Lane,
(Name of person signing certification)

individually, and in my capacity as President of
Lane Construction Company of Mississippi, Inc. do hereby certify
(Name of Firm, Partnership, or Corporation)

under penalty of perjury under the laws of the United States and the State of Mississippi that
Lane Construction Company of Mississippi, Inc., Bidder on Project
(Name of Firm, Partnership, or Corporation)

No. KG639, in Harrison County, 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:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in Item (b) of this subsection; and

NON-COLLUSION, DEBARMENT/INELIBIBLE CERTIFICATION (Continued)

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

Initial here "_____" if exceptions are attached and made a part thereof. 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.~~

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement shall purchase fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The bidder further certified, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on May 15, 2019

Signature



Revised: 06/09/2017

**SECTION 905-B
CITY OF BILOXI PROJECT
NON-COLLUSION, DEBARMENT/INELIGIBLE
CERTIFICATION
(Execute in duplicate)**

State of Mississippi
County of Mississippi

I, Jimmy R Lane,
(Name of person signing certification)

individually, and in my capacity as President of
Lane Construction Company of Mississippi, Inc. do hereby certify
(Name of Firm, Partnership, or Corporation)

under penalty of perjury under the laws of the United States and the State of Mississippi that
Lane Construction Company of Mississippi, Inc., Bidder on Project
(Name of Firm, Partnership, or Corporation)

No. KG639, in Harrison County, 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:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in Item (b) of this subsection; and

NON-COLLUSION, DEBARMENT/INELIBIBLE CERTIFICATION (Continued)

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

Initial here "_____" if exceptions are attached and made a part thereof. 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.~~

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement shall purchase fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) which are excluded from the certification requirements.

The bidder further certified, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The bidder shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on May 15, 2019

Signature



Revised: 06/09/2017

**SECTION 905-D
NOTICE OF WORK TO BE PERFORMED
IN PROXIMITY OF HIGH VOLTAGE POWER LINES**

In accordance with Section 45-15-1, et seq., Mississippi Code of 1972 (as amended effective July 1, 1988), _____

_____ (hereinafter referred to as "Applicant")
(Supervisor in Charge: _____
_____, whose address is _____

_____, and whose telephone number is _____,
_____, hereby gives notice to the electric utility (hereinafter referred to as "Utility") that Applicant will be performing functions or activities at the location of _____

and that the estimated starting the date of this work is _____
_____. This work could reasonably be expected to cause persons, equipment or parts of tools or materials to be brought within ten feet (10') of Utility's high voltage lines at the proposed work area. Applicant hereby requests the Utility to confer with Applicant or his representative at the work site to discuss the type of work activity that will take place and to determine if further safety measures need to be taken by either the Applicant or the Utility. The Utility will give the Applicant a written cost estimate for safety arrangements to deter contact with on-site power lines. Applicant agrees not to perform such functions or activities until mutually satisfactory arrangements as provided by Section 45-15-9 have been made to deter contact with Utility's lines.

Nothing contained in this Notice shall diminish or affect the obligation imposed upon the Utility under Section 45-15-1, et seq., or under existing laws or to be construed as a waiver of the Applicant's or the Utility's rights under the law.

NOTICE GIVEN THIS, the ____ day of _____, 20__.

APPLICANT

BY: _____

(Title)

Notice received by the Utility this the ____ day of _____, 20__.

UTILITY COMPANY OR ASSOCIATION: _____

BY: _____

(Title)

Notice of Work to be Performed
In Proximity of High Voltage Power Lines
Section 905-D

SECTION 905-C
REQUEST FOR PERMISSION TO SUBCONTRACT

Request No. _____
Project No. _____

To Whom It May Concern:

I (We) (the prime contractor) (a subcontractor) propose to subcontract the following items to _____, named in accordance with Special Provisions providing for subcontracting including in our contract. In the event of your disapproval of this subcontractor or your disapproval of performance of such subcontractor at any time, I (we) agree to perform such items of work with my (our) own organization in full compliance with all applicable terms of our contract. I (We) agree that this procedure will not relieve us of any of the responsibilities under our contract.

It is agreed and understood that the approval or disapproval of the subcontractor and approval or disapproval of the performance of subcontractor does not create or impute any liability or contractual obligation by and between the subcontractor and the City.

I (We) the prime contractor agree that this procedure will not relieve us of any of the responsibilities and obligations of our contract and I (we) shall indemnify and save harmless the City from all claims, demands, suits, damages, costs, and expenses and loss (including attorney's fees) arising or resulting from this subcontract.

I (We) certify that said party is particularly experienced and equipped for such work and that the subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract and that all pertinent conditions and requirements of our contract with the City covering this project have been explained to the proposed subcontractor, and that when applicable federally required contract provisions are physically incorporated into the agreement furnished to the subcontractor.

I (We) agree to furnish you with certified copies of such subcontract evidence in writing upon request.

The prices shown below are the prime contract unit prices:

ITEM	QUANTITY	UNIT	PRIME CONT. UNIT PRICE	EXTENDED AMOUNT
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____

I (We) hereby certify that the persons or firms named above as subcontractors was with the knowledge and consent of the persons or firms named.

Date _____ 20__

Contractor

By: _____

Address: _____

I (We) hereby certify that the use of our names as subcontractors on the above items, was and is with our knowledge and consent.

Date _____ 20__

Sub-Contractor

By: _____

Address: _____

Total This Request \$ _____ = _____ %
Previous Request \$ _____ = _____ %
Total to Date \$ _____ = _____ %

Quantities Checked: _____

Approval Recommended: _____ 20__

City Engineer

Approved: _____ 20__

Mayor

Note: The subcontract items of all sub-contractors shall not exceed 60% of contract exclusive of specialty items. Submit signed original only on all type projects.

Revised: 8/12/13

**SECTION 905-E
CERTIFIED EMPLOYMENT PLAN FORM FOR
CERTAIN PUBLIC WORKS PROJECT***

(Copy of form attached, also available in digital format at
http://www.dfa.state.ms.us/BOB_main/documents/31-5-37bformfromMDES.pdf)

**CERTIFIED EMPLOYMENT PLAN FORM FOR
CERTAIN PUBLIC WORKS PROJECTS***

Project No. KG639

Bid Date: May 15, 2019

Project Title: AREA 10 SIXTH STREET SOUTH

Institution/Agency: CITY OF BILOXI

Please provide the information requested below:

1. List the types of jobs that will be involved in this Project:
Pipelayer, Operator, Truck driver, Concrete finisher, Laborer, Management personnel, Office personnel
2. List the skill level of the jobs involved in the Project:
Skilled and unskilled
3. List the wages for jobs involved in the Project:
\$13 per hour
4. List the number of vacant positions that will need to be filled if awarded this Project:
3 pipelayers, 2 concrete finishers, 2 operators, 5 laborers
5. Explain how low wage and unemployed individuals will be recruited for job vacancies:
WTN Jobcenter
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: Lane Construction Co of MS, Inc / Jimmy B Lane

Signature: [Signature] Title: President Date: May 15, 2019

**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.

UI 2/3 R

Mississippi Department of Employment Security | M | D | E | S |
Employer's Quarterly Tax and Wage Report Notification



Date Mailed: 03/30/2018

EMPLOYER INFORMATION

Employer Name: LANE CONSTRUCTION COMPANY OF
MISSISSIPPI

MDES Employer Account Number: 30-08747-0-00

UNEMPLOYMENT ONLINE TAX AND WAGE FILING

MDES will no longer issue paper unemployment tax reports to employers filing their Employer's Quarterly Tax and Wage Report online. This is a reminder that : First Quarter Of 2018 reports are due by 04/30/2018

Manage your account online at www.mdes.ms.gov where you can file, pay and make adjustments to tax reports, view and update account information or request to close your account. For your convenience the options below are now located under the "Employers" tab > File and/or Pay Unemployment Tax on the MDES Home Page:

- Create Tax User ID
- File and/or Pay Unemployment Tax
- Register New Business
- Register Third Party Agent

IMPORTANT INFORMATION

As a reminder, when filing the Unemployment Insurance Tax and Wage Information, reported wages should not include any amount made to or on behalf of an employee for a "cafeteria" plan that qualifies under Section 125 of the Internal Revenue Code.

Employers can now report job separations and refusal to accept an offer of work at the time of occurrence at www.mdes.ms.gov under the "Employers" tab > Tax Credits and Other UI Services > Report Separation or Refusal of Work. This will assist in preventing improper payments to individuals filing for unemployment insurance benefits.

View and update your contact information, including your email address, through the online Unemployment Services menu item Account Maintenance > Maintain Address.

If you require assistance, contact the MDES Tax Department at 801-321-6334 during regular business hours, 8:00 AM to 5:00 PM CST.

SECTION 905-F
CITY OF BILOXI PROJECT
LOWEST AND BEST BID CONSIDERATIONS
(Execute in duplicate)

The City reserves the right to reject any and all bids and to waive any discrepancy or informality in bids submitted. Award, if made, will be made to the bidder that submits the lowest and best bid, whether the City determines to make award on the basis of the base bid or on the basis of the base bid and any alternate or combination of alternate bid items.

The City reserves the right to and may consider any of the following in making its determination of the lowest and best bid:

1. Bidder's demonstrated prior experience in the successful and timely completion of similar projects within the last five (5) years prior to the date of bid submission. The term "similar" means a project requiring installation of water, sewer, or drainage systems within a metropolitan area and having a project price of not less than \$5 million.
2. Bidder's honesty and integrity.
3. Bidder's skill and business judgment.
4. Bidder's quality of previous works on similar projects.
5. Bidder's conduct under previous contracts with the City.
6. OSHA violations involving Bidder and related to serious injury or death within the five (5) years preceding the date of the bid.
7. Bidder has received sanctions or has been fined by the Mississippi State Board of Contractors within the five (5) years preceding the date of the bid.
8. Bidder has received violations of the Federal Water Pollution Control Act, also known as the Clean Water Act, and/or the Mississippi Water Pollution Control Law.

The City reserves the right to and may disqualify or reject any bid from being considered for award as the lowest and best bid, including the lowest bid, for any of the following:

1. Bidder's failure to comply with all bid requirements.
2. Bidder's being in arrears or non-compliant with the terms and conditions of any current contract or previous contract with the City.
3. Bidder is in dispute with or is in litigation with, or anticipates being in litigation with the City.
4. Bidder is in dispute with, is in litigation or arbitration with, or anticipates being in litigation or arbitration with other owners.
5. Bidder is in default, has been defaulted, or has been terminated for default on a previous contract with the City or on previous contracts with other owners within the last five (5) years.
6. The City has or receives information that calls into question the Bidder's skill, business judgment, honesty, integrity, financial resources, or capacity.

Each Bidder shall complete the following form and include the completed form with its bid and attach all information required to make Bidder's responses to the following form complete. The City reserves the right to and may reject any bid that does not include the following information or which fails to attach information called for below. The information requested below on "similar projects" means a project requiring installation of water, sewer, or drainage systems within a metropolitan area and having a project price of not less than \$10 million.

1. Prior Experience.

- a. Completed Similar Projects within the past five (5) years. Please provide information for two (2) completed similar projects.

PROJECT ONE

- (i) Project 1 Name and Project Number:
Eagle Point Phase 1
KG635/K7112
- (ii) Project 1 Location: Eagle Point Subdivision, Biloxi, MS
- (iii) Project 1 Owner and Owner Representative Contact Information (include name, phone number, and address):
City of Biloxi
HNTB(now City of Biloxi) Sarah Harris 214A Delauney St., Biloxi, MS 39530
228-435-6269
- (iv) Project 1 Contract Price and Description:
\$11,145,583.00
Infrastructure project - replace water, sewer, and drainage. Repair roads,
driveways, and sidewalks.
- (v) Project 1 Final Completion Date: April 20, 2016

PROJECT TWO

- (i) Project 2 Name and Project Number:
Popps Ferry Road Area Improvements, Phase 4
STP-9376-00(006)LPA/105231-701000
- (ii) Project 2 Location: Popps Ferry Rd, Biloxi, MS
- (iii) Project 2 Owner and Owner Representative Contact Information (include name, phone number, and address): Project
City of Biloxi
Neel-Schaffer Engineering, Inc. - Kreg Overstreet 772 Howard Ave, Biloxi, MS 39530
228-374-1216

(iv) Project 2 Contract Price and Description:

\$6,406,535.70

Road widening - water, sewer, and drainage relocation. New road, sidewalks, driveways, and traffic lights.

(v) Project 2 Final Completion Date: August 10, 2017

- b. Current, Ongoing Similar Projects as of Date of Bid. Please provide information on all similar projects Bidder has in progress as of date of bid. Attach additional pages if necessary.

PROJECT ONE

(i) Project 1 Name and Project Number:

Out of Phase Pump Stations

K7112

(ii) Project 1 Location: Various liftstations in Biloxi, MS

(iii) Project 1 Owner and Owner Representative Contact Information (include name, phone number, and address):

City of Biloxi

Walt Rode - 214A Delauney St., Biloxi, MS 39530 228-435-6269

(iv) Project 1 Contract Price and Description:

\$3,471,510.00

Rehabilitation of sewer liftstations

(v) Project 1 Percentage Completion to Date: 100%

(vi) Project 1 Scheduled Completion Date: December 18, 2017

PROJECT TWO

(i) Project 2 Name and Project Number:

Area 11 & 12, North Project, KG641

(ii) Project 2 Location: Various streets in Biloxi, MS

(iii) Project 2 Owner and Owner Representative Contact Information (include name, phone number, and address):

City of Biloxi

Walt Rode - 214 A Delauney St., Biloxi, MS 39530 228-435-6269

(iv) Project 2 Contract Price and Description:

Subcontract under Oscar Renda. To date we have installed over 17,000 LF of sewerline, 39 sewer manholes and 600 LF of stormdrain

(v) Project 2 Percentage Completion to Date: as needed contract

(vi) Project 2 Scheduled Completion Date: as needed contract

- c. Within the five (5) years preceding the date of the bid, has Bidder been defaulted on any contract with a public or private owner? No X Yes _____

If your answer is "Yes" please provide the following information:

(i) Project Name and Project Number:

(ii) Project Location: _____

(iii) Project Owner and Owner Representative Contact Information (include name, phone number, and address):

(iv) Contract Price and Project Description:

(v) Date of Notice of Default: _____

(vi) Was Bidder's contract terminated for default? No _____ Yes _____

- d. Within the five (5) years preceding the date of the bid, has Bidder had any sanctions or fine imposed against it by the Mississippi State Board of Contractors?

No X Yes _____

- e. Within the five (5) years preceding the date of the bid, has Bidder been issued any citation, fine, or any other sanction by the Occupational Safety and Health Administration for any incident involving serious injury or death?

No X Yes _____

-
- f. Has Bidder been issued a notice of violation or a consent decree under the Clean Water Act and/or the Mississippi Water Pollution Control Law?

No X Yes _____

2. Claims, Litigation, or Arbitration

- a. List all pending litigation Bidder has against any public or private owner. For each matter, provide the style of the case, names of all parties, the jurisdiction in which it is pending, and a brief description of the claims made in the litigation. If none, write "none" in the space below. If there is pending litigation, please provide the requested information on a separate sheet of paper.

None

- b. List all pending litigation Bidder has with any subcontractor or supplier of Bidder. For each matter, provide the style of the case, names of all parties, the jurisdiction in which it is pending, and a brief description of the claims made in the litigation. If none, write "none" in the space below. If there is pending litigation, please provide the requested information on a separate sheet of paper.

None

- c. List all pending matters for which arbitration has been instituted involving Bidder and any public or private owner. For each matter, provide the name of the association or tribunal in which the arbitration is pending, names of all parties, and a brief description of the claims made in the arbitration. If none, write "none" in the space below. If there is pending arbitration, please provide the requested information on a separate sheet of paper.

None

- d. List all pending matters for which arbitration has been instituted involving Bidder and any subcontractor or supplier of Bidder. For each matter, provide the name of the association or tribunal in which the arbitration is pending, names of all parties, and a brief description of the claims made in the arbitration. If none, write "none" in the space below. If there is pending arbitration, please provide the requested information on a separate sheet of paper.

None

-
3. **List of Subcontractors.** Bidders shall list the following subcontractors to be used on this project and provide for each their Mississippi Certificate of Responsibility Number:

Any subcontractor whose subcontract amount with Bidder for this project shall be in excess of \$50,000.00 and each such subcontractor's Mississippi Certificate of Responsibility number:

SUBCONTRACTOR: J.L. McCool Contractors, Inc. COR# 08168-SC

SUBCONTRACTOR: Landmark Contracting, Inc. COR# 07410-MC

SUBCONTRACTOR: Directional Road Boring, Inc. COR# 18075-SC

SUBCONTRACTOR: Warren Paving, Inc. COR# 02932-SC

SUBCONTRACTOR: Slaughter Construction Company, Inc. COR# 08808-MC

SUBCONTRACTOR: _____ COR# _____

SUBCONTRACTOR: _____ COR# _____

SUBCONTRACTOR: _____ COR# _____

SUBCONTRACTOR: _____ COR# _____

SUBCONTRACTOR: _____ COR# _____

SUBCONTRACTOR: _____ COR# _____

END OF SECTION

SECTION 905-F
CITY OF BILOXI PROJECT
LOWEST AND BEST BID CONSIDERATIONS
(Execute in duplicate)

The City reserves the right to reject any and all bids and to waive any discrepancy or informality in bids submitted. Award, if made, will be made to the bidder that submits the lowest and best bid, whether the City determines to make award on the basis of the base bid or on the basis of the base bid and any alternate or combination of alternate bid items.

The City reserves the right to and may consider any of the following in making its determination of the lowest and best bid:

1. Bidder's demonstrated prior experience in the successful and timely completion of similar projects within the last five (5) years prior to the date of bid submission. The term "similar" means a project requiring installation of water, sewer, or drainage systems within a metropolitan area and having a project price of not less than \$5 million.
2. Bidder's honesty and integrity.
3. Bidder's skill and business judgment.
4. Bidder's quality of previous works on similar projects.
5. Bidder's conduct under previous contracts with the City.
6. OSHA violations involving Bidder and related to serious injury or death within the five (5) years preceding the date of the bid.
7. Bidder has received sanctions or has been fined by the Mississippi State Board of Contractors within the five (5) years preceding the date of the bid.
8. Bidder has received violations of the Federal Water Pollution Control Act, also known as the Clean Water Act, and/or the Mississippi Water Pollution Control Law.

The City reserves the right to and may disqualify or reject any bid from being considered for award as the lowest and best bid, including the lowest bid, for any of the following:

1. Bidder's failure to comply with all bid requirements.
2. Bidder's being in arrears or non-compliant with the terms and conditions of any current contract or previous contract with the City.
3. Bidder is in dispute with or is in litigation with, or anticipates being in litigation with the City.
4. Bidder is in dispute with, is in litigation or arbitration with, or anticipates being in litigation or arbitration with other owners.
5. Bidder is in default, has been defaulted, or has been terminated for default on a previous contract with the City or on previous contracts with other owners within the last five (5) years.
6. The City has or receives information that calls into question the Bidder's skill, business judgment, honesty, integrity, financial resources, or capacity.

Each Bidder shall complete the following form and include the completed form with its bid and attach all information required to make Bidder's responses to the following form complete. The City reserves the right to and may reject any bid that does not include the following information or which fails to attach information called for below. The information requested below on "similar projects" means a project requiring installation of water, sewer, or drainage systems within a metropolitan area and having a project price of not less than \$10 million.

1. **Prior Experience.**

- a. Completed Similar Projects within the past five (5) years. Please provide information for two (2) completed similar projects.

PROJECT ONE

- (i) Project 1 Name and Project Number:
Eagle Point Phase 1
KG635/K7112
- (ii) Project 1 Location: Eagle Point Subdivision, Biloxi, MS
- (iii) Project 1 Owner and Owner Representative Contact Information (include name, phone number, and address):
City of Biloxi
HNTB(now City of Biloxi) Sarah Harris 214A Delauney St., Biloxi, MS 39530
228-435-6269
- (iv) Project 1 Contract Price and Description:
\$11,145,583.00
Infrastructure project - replace water, sewer, and drainage. Repair roads,
driveways, and sidewalks.
- (v) Project 1 Final Completion Date: April 20, 2016

PROJECT TWO

- (i) Project 2 Name and Project Number:
Popps Ferry Road Area Improvements, Phase 4
STP-9376-00(006)LPA/105231-701000
- (ii) Project 2 Location: Popps Ferry Rd, Biloxi, MS
- (iii) Project 2 Owner and Owner Representative Contact Information (include name, phone number, and address): Project
City of Biloxi
Neel-Schaffer Engineering, Inc. - Kreg Overstreet 772 Howard Ave, Biloxi, MS 39530
228-374-1216

(iv) Project 2 Contract Price and Description:

\$6,406,535.70

Road widening - water, sewer, and drainage relocation. New road, sidewalks, driveways, and traffic lights.

(v) Project 2 Final Completion Date: August 10, 2017

- b. Current, Ongoing Similar Projects as of Date of Bid. Please provide information on all similar projects Bidder has in progress as of date of bid. Attach additional pages if necessary.

PROJECT ONE

(i) Project 1 Name and Project Number:

Out of Phase Pump Stations

K7112

(ii) Project 1 Location: Various liftstations in Biloxi, MS

(iii) Project 1 Owner and Owner Representative Contact Information (include name, phone number, and address):

City of Biloxi

Walt Rode - 214A Delauney St., Biloxi, MS 39530 228-435-6269

(iv) Project 1 Contract Price and Description:

\$3,471,510.00

Rehabilitation of sewer liftstations

(v) Project 1 Percentage Completion to Date: 100%

(vi) Project 1 Scheduled Completion Date: December 18, 2017

PROJECT TWO

(i) Project 2 Name and Project Number:

Area 11 & 12, North Project, KG641

(ii) Project 2 Location: Various streets in Biloxi, MS

(iii) Project 2 Owner and Owner Representative Contact Information (include name, phone number, and address):

City of Biloxi

Walt Rode - 214 A Delauney St., Biloxi, MS 39530 228-435-6269

(iv) Project 2 Contract Price and Description:

Subcontract under Oscar Renda. To date we have installed over 17,000 LF of sewerline, 39 sewer manholes and 600 LF of stormdrain

(v) Project 2 Percentage Completion to Date: as needed contract

(vi) Project 2 Scheduled Completion Date: as needed contract

- c. Within the five (5) years preceding the date of the bid, has Bidder been defaulted on any contract with a public or private owner? No X Yes _____

If your answer is "Yes" please provide the following information:

(i) Project Name and Project Number:

(ii) Project Location: _____

(iii) Project Owner and Owner Representative Contact Information (include name, phone number, and address):

(iv) Contract Price and Project Description:

(v) Date of Notice of Default: _____

(vi) Was Bidder's contract terminated for default? No _____ Yes _____

- d. Within the five (5) years preceding the date of the bid, has Bidder had any sanctions or fine imposed against it by the Mississippi State Board of Contractors?

No X Yes _____

- e. Within the five (5) years preceding the date of the bid, has Bidder been issued any citation, fine, or any other sanction by the Occupational Safety and Health Administration for any incident involving serious injury or death?

No X Yes _____

-
- f. Has Bidder been issued a notice of violation or a consent decree under the Clean Water Act and/or the Mississippi Water Pollution Control Law?

No X Yes _____

2. Claims, Litigation, or Arbitration

- a. List all pending litigation Bidder has against any public or private owner. For each matter, provide the style of the case, names of all parties, the jurisdiction in which it is pending, and a brief description of the claims made in the litigation. If none, write "none" in the space below. If there is pending litigation, please provide the requested information on a separate sheet of paper.

None

- b. List all pending litigation Bidder has with any subcontractor or supplier of Bidder. For each matter, provide the style of the case, names of all parties, the jurisdiction in which it is pending, and a brief description of the claims made in the litigation. If none, write "none" in the space below. If there is pending litigation, please provide the requested information on a separate sheet of paper.

None

- c. List all pending matters for which arbitration has been instituted involving Bidder and any public or private owner. For each matter, provide the name of the association or tribunal in which the arbitration is pending, names of all parties, and a brief description of the claims made in the arbitration. If none, write "none" in the space below. If there is pending arbitration, please provide the requested information on a separate sheet of paper.

None

- d. List all pending matters for which arbitration has been instituted involving Bidder and any subcontractor or supplier of Bidder. For each matter, provide the name of the association or tribunal in which the arbitration is pending, names of all parties, and a brief description of the claims made in the arbitration. If none, write "none" in the space below. If there is pending arbitration, please provide the requested information on a separate sheet of paper.

None

-
3. **List of Subcontractors.** Bidders shall list the following subcontractors to be used on this project and provide for each their Mississippi Certificate of Responsibility Number:

Any subcontractor whose subcontract amount with Bidder for this project shall be in excess of \$50,000.00 and each such subcontractor's Mississippi Certificate of Responsibility number:

SUBCONTRACTOR: J.L. McCool Contractors, Inc. COR# 08168-SC

SUBCONTRACTOR: Landmark Contracting, Inc. COR# 07410-MC

SUBCONTRACTOR: Directional Road Boring, Inc. COR# 18075-SC

SUBCONTRACTOR: Warren Paving, Inc. COR# 02932-SC

SUBCONTRACTOR: Slaughter Construction Company, Inc. COR# 08808-MC

SUBCONTRACTOR: _____ COR# _____

SUBCONTRACTOR: _____ COR# _____

SUBCONTRACTOR: _____ COR# _____

SUBCONTRACTOR: _____ COR# _____

SUBCONTRACTOR: _____ COR# _____

SUBCONTRACTOR: _____ COR# _____

END OF SECTION

Revised: 6/28/2017

**SECTION 902
CITY OF BILOXI
CONTRACT FORM**

**STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A UNIT PRICE**

THIS AGREEMENT made as of the _____ day of _____, in the year _____ by and between the

CITY OF BILOXI
(hereinafter called OWNER) and

(hereinafter called CONTRACTOR)

WITNESSETH THAT OWNER and CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1: WORK

The CONTRACTORS shall perform all work as specified or indicated in the Contract Documents for the completion of the Project generally described as follows:

**AREA 10: SIXTH STREET SOUTH
SXSS
CITY PROJECT NUMBER KG639
NEMIS NUMBER 11023**

ARTICLE 2: ENGINEER

The SXSS project has been designed by GEC, Inc. located at 3445 N. Causeway Blvd, Suite 401, Metairie, LA 70002 who is known as the DESIGN ENGINEER for SXSS throughout the specifications.

The City Engineer for the City of Biloxi Engineering Department will act as ENGINEER in connection with completion of the Project in accordance with the Contract Documents. It is understood that the City Engineer may designate authority to any member of his staff, as he deems necessary.

ARTICLE 3: CONTRACT TIME

The work herein described shall be completed within five hundred fifty (550) Calendar days for the project after the date of the Contract Time commences, also known as the Notice to Proceed Date. This date is established by the date on the Notice to Proceed order.

ARTICLE 4: CONTRACT PRICE

CONTRACTOR submitted the approved bid for the performance of the work described in the contract documents in the total sum of:

\$ _____.

The total sum above is based on estimated quantities for each pay item. The actual payment to the CONTRACTOR shall be subject to the actual quantity of approved work performed and the terms and conditions of this contract. The total contract price shall not exceed the amount of the approved bid unless otherwise approved by the City.

ARTICLE 5: PROGRESS AND FINAL PAYMENTS

CONTRACTOR shall submit pay requests in accordance with the section entitled "City of Biloxi Testing and Submittal Requirements" of the specification. OWNER shall make progress payments on the basis of CONTRACTOR'S Application for payment as approved by the ENGINEER during the course of this agreement; provided that the estimate reaches the OWNER in due time to be placed on the docket. All progress payments will be on the basis of the approved progress of the work completed and stored to date measured by the schedule of values.

- 5.1 Prior to 50% completion, less mobilization and maintenance of traffic, progress payments will be in an amount equal to: 95% of the work completed, and 95% of material and equipment not incorporated in the work but delivered and suitably stored, less than each case the aggregate of payments previously made.
- 5.2 Once 50% project completion, less mobilization and maintenance of traffic, has been obtained, but prior to final completion, progress payments will be in an amount equal to: 97.5% of the work completed, less than each case the aggregate of payments previously made; provided that there are no stored materials, the project is on schedule, and all work is satisfactory in the opinion of the City Engineer. At 50% project completion, less mobilization and maintenance of traffic, as described above, 50% of the retainage held to date shall be returned.

- 5.3 Upon final completion of the work and settlement of all claims, OWNER shall pay the remainder of all completed work plus any and all retainage **provided the Contractor has submitted the As-Built Drawings as noted in Section 105.16.2 "Final Acceptance" of the Specifications.**

ARTICLE 6: CONTRACT DOCUMENTS

The Contract Documents, which comprise the contract between the OWNER and CONTRACTOR, consists of the following documents, which documents are made a part of this agreement as fully as if disclosed and written at length and made a part thereof:

- 6.1 This agreement (Pages 1 to 7, inclusive),
- 6.2 Exhibits to this Agreement,
- 6.3 CONTRACTOR's Proposal and Bonds,
- 6.4 Notice of Award,
- 6.5 Advertisement, Section 901
- 6.6 Testing and Submittal Requirements
- 6.7 Notice to Bidders, Section 904,
- 6.8 Special Provisions, Section 907,
- 6.9 Technical Specifications, (Mississippi Standard Specifications for Road and Bridge Construction - 1990 Edition),
- 6.10 Drawings consisting of all sheets in bid plans for SXSS.
- 6.11 Any Addenda to the contract documents.
- 6.12 Any modifications, including Change Orders, duly delivered after execution of this Agreement, and
- 6.13 Notice to Proceed.

ARTICLE 7: MISCELLANEOUS

- 7.1 Terms used in this Agreement, which are defined in Section 101 of the Specification, shall have the meanings indicated in the Specifications.
- 7.2 Neither the OWNER nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents; and, specifically, CONTRACTOR shall not assign any moneys due or to become due without prior written consent of OWNER.
- 7.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 7.4 The Contract Documents constitute the entire agreement between OWNER and CONTRACTOR and may be only altered, amended or repealed by a duly executed written instrument.
- 7.5 Contractor shall guarantee all work for two full years after the date of final payment by the OWNER for this project under Special Provision 105 Control of Work.
- 7.6 The Contractor shall pay liquidated damages as specified under Special Provision 108 Prosecution and Progress.
- 7.7 Insurance Requirements: CONTRACTOR shall carry commercial general liability insurance coverage (including subcontractors) with limits not less than \$1,000,000 each occurrence; \$2,000,000 aggregate (aggregate applies to all work under this contract); automobile liability - \$1,000,000 combined single limit-each accident; Workers' Compensation and Employers' Liability with a waiver subrogation in favor of the City of Biloxi - Statutory & \$100,000 each accident; \$100,000 each employee; \$500,000 policy limit. Each policy shall be signed or countersigned by a Mississippi Resident Agent of the insurance company. CONTRACTOR further indemnifies and saves the OWNER harmless from and against any loss, damage and liabilities occasioned by, growing out of, or resulting from any default hereunder, relating to the execution of this agreement. The Contractor shall name the City of Biloxi an additional insured on the Certificate of Insurance furnished to the City from the Insurance Company providing the required coverage. The certificate(s) shall be on the form furnished by the City and will show the types and limits of coverage.

ARTICLE 8: OTHER PROVISIONS

- 8.1 OWNER will monitor the performance of CONTRACTOR against goals and performance standards required herein. Substandard performance as determined by OWNER will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by CONTRACTOR within a reasonable period of time as determined by the OWNER after being notified by OWNER, contract suspension or termination procedures will be initiated.
- 8.2 OWNER may terminate this contract at any time by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof in accordance with section 108.08 of the Specifications. Partial terminations of the Specifications or Proposal Document may only be undertaken with the prior approval of OWNER. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by CONTRACTOR under this agreement shall, at the option of OWNER, become the property of OWNER, and CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed (by unit price) on such documents or materials prior to the termination. Upon termination for convenience, the payment made to CONTRACTOR will be based upon approved units completed. OWNER may also suspend or terminate this Agreement, in whole or in part, if CONTRACTOR materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and OWNER may declare CONTRACTOR ineligible for any further participation in OWNER contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe CONTRACTOR is in noncompliance with any applicable rules or regulations, OWNER may withhold up to fifteen (15) percent of said contract funds until such time as CONTRACTOR is found to be in compliance by OWNER, or is otherwise adjudicated to be in compliance.
- 8.3 CONTRACTOR shall retain all records pertinent to expenditures incurred under this contract for a period of three (3) years after the termination of all activities funded under this agreement, or after the resolution of all Federal Audit Findings, which ever occurs later.
- 8.4 CONTRACTOR agrees to comply with the Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

STANDARD FORM OF AGREEMENT (Continued)

- 8.5 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. CONTRACTOR will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
- 8.6 CONTRACTOR agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Hatch Act, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S. C. 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. CONTRACTOR shall maintain documentation, which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to OWNER for review upon request.
- 8.7 Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions, which are unsanitary, hazardous or dangerous to the participants' health or safety.
- 8.8 Participants employed or trained for inherently dangerous occupations, shall be assigned to work in accordance with reasonable safety practices.
- 8.9 If this contract results in any copyrightable or patentable material, OWNER and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purposes.
- 8.10 All CONTRACTOR records with respect to any matters covered by this agreement shall be made available to OWNER, grantor agency, the Comptroller General of the United States, their designees or the Federal Government, at any time during normal business hours, as often as OWNER or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by CONTRACTOR within 30 days after receipt by CONTRACTOR. Failure of CONTRACTOR to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.

STANDARD FORM OF AGREEMENT (Continued)

- 8.11 CONTRACTOR shall retain all records pertinent to subcontracts incurred under this contract for a period of three (3) years after the termination of all activities funded under this agreement, or after the resolution of all Federal audit findings, which ever occurs later. Records for non-expendable property acquired with funds under this contract shall be retained for three (3) years after final disposition of such property.
- 8.12 CONTRACTOR agrees to comply with the following regulations insofar as they apply to the performance of this contract (applies to contracts or subcontracts in excess of \$100,000):
- Clean Air Act, 42 U.S.C., 1857, et seq. (Amended to 42 U.S.C., 7602, et. seq.)
 - Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1368 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
 - Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 15, as amended.
- 8.13 CONTRACTOR agrees to procure SUBCONTRACTORS in a fair and nondiscriminatory manner.
- 8.14 CONTRACTOR shall ensure that each SUBCONTRACT includes all the provisions of this contract. CONTRACTOR is responsible for monitoring all SUBCONTRACTORS to ensure compliance with the provisions contained herein. CONTRACTOR shall not enter into any SUBCONTRACT without the written approval of OWNER.

IN WITNESSETH WHEREOF, the parties have executed this Agreement the day and year first above written.

OWNER: _____

CONTRACTOR: _____

BY: _____

BY: _____
(Corporate Seal)

ATTEST: _____

ATTEST: _____

Revised: 3/16/2017

**SECTION 903
PAYMENT AND PERFORMANCE BOND**

CONTRACT BOND FOR:

**AREA 10: SIXTH STREET SOUTH
SXSS
City ID: KG639
NEMIS: 11023**

LOCATED IN THE CITY OF BILOXI
HARRISON COUNTY, MISSISSIPPI

Known all men by these presents: that we, _____ Principal, a
_____ residing at _____ in
the State of Mississippi, authorized to do business in the State of Mississippi, under the laws
thereof, and _____ as Surety, are held and firmly bound
unto the City of Biloxi, Mississippi, in the Penal 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.

Signed and sealed this the _____ day of _____ A.D., 20____.

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

_____ principal, has (have) entered into a contract with the City of Biloxi,

Mississippi bearing the date of _____ day of _____, 20____, hereto annexed, for the
construction of certain projects in the City of Biloxi, Mississippi as mentioned in said contract in
accordance with the plans, specifications and special provisions therefore, on file in the office of the
City Engineer, Biloxi, 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

PAYMENT AND PERFORMANCE BOND FORM (Continued)

said City of Biloxi from any loss or damages 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 City of Biloxi or any officer of the authorized in such cases, for double any amount in money or property, the City may lose or be overcharged or otherwise defrauded of, by reason of any 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, materials, equipment or supplies therefore, including premiums incurred, for Surety Bonds, Liability Insurance, and Workman'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 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 city, or any county, state, 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 City of Biloxi all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with all terms thereof and all of the expense and cost and attorney's fees 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.

WITNESS our signatures and seals this the _____ day of _____, A.D., 20 ____.

(Contractor's) Principal

Surety

By: _____

By: _____
Signature (Attorney-in-fact)

Title: _____

(Name and address of local
Mississippi representative)

(Contractor's Seal)

(Surety's Seal)

Revised: 8/12/13

SECTION 909
COMPLIANCE AGREEMENT WITH MISSISSIPPI JOBS FIRST BILL

Notwithstanding the forgoing contract provisions and pursuant to the provisions of Mississippi Code of 1972, Section 31-5-37, as amended, the parties herein agree as follows:

1. Contractor agrees that upon award of the contract, it will submit its Certified Employment Plan (Section 905-E) as submitted in the bid proposal package to the Mississippi Department of Employment Security (MDES) via fax or email as described on the form.
2. In the event the Contractor has any vacant positions (as listed in its Certified Employment Plan (Section 905-E) submitted in the bid proposal package) for the work to be performed under this contract, Contractor agrees upon notification of award of the contract that it will:
 - a. Submit a Job Order to MDES to receive a list of qualified individuals for the vacant positions.
 - b. Once the job order with MDES is opened, Contractor will be required to only hire MDEQ referred job applicants for the open positions for a period of ten (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.

IN WITNESSETH WHEREOF, the parties have executed this Agreement made as of the _____ day of _____, in the year _____.

OWNER: _____

CONTRACTOR: _____

BY: _____

BY: _____
(Corporate Seal)

ATTEST: _____

ATTEST: _____

BID TAB SUMMARY

Area 10 - SXSS - Sixth Street South
City KGG639 NEMIS 11023
Date: May 15, 2019

**TOTAL BID**

	C.O.R.	BID BOND	ACKNOW. ADDENDUM	OPTION NO. 1	OPTION NO. 2
Lane Construction Co. of MS, Inc.	07628-MC	Yes	Yes	\$10,673,345.10	\$10,527,258.60
Hemphill Construction Co., Inc.	02449-MC	Yes	Yes	\$11,776,327.00	\$11,633,112.00
JLB contractors, L.L.C.	21884-MC	Yes	Yes	\$12,127,601.00	\$11,849,539.00

I, THE UNDERSIGNED REGISTERED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE
TABULATION OF THE BIDS RECEIVED BY THE CITY OF BILOXI ON MAY 15, 2019, FOR SXSS - AREA 10, UNDER THE CITY OF
BILOXI INFRASTRUCTURE REPAIR PROGRAM.

5/22/19

Michael M. Hattaway, Registered Professional Engineer

Date

Mississippi Certificate Number 10674



Exhibit

11B

BID TABULATION									
Biloxi Infrastructure Repair Program Area 10 - SYSS - Sixth Street South City K6639 MEMIS 11023 Bid Date: May 15, 2019									
Lane Construction Company of MS PO Box 1437 Ocean Springs, MS 39566-1437									
JLB Contractors, LLC 21264 Johnson Road Long Beach, MS 39564									
Hemphill Construction Company, Inc. PO Drawer 879 Florence, MS 39073									
GEC Gulf Engineers & Consultants									
ITEM NO.	BID ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL EXTENSION	UNIT PRICE	TOTAL EXTENSION	UNIT PRICE	TOTAL EXTENSION
Schedule No. 1									
907-202-8	Removal of Pipe (4'-18" dia.)	27.754	LF	\$ 1.00	\$ 27,754.00	\$ 4.00	\$ 111,016.00	\$ 7.00	\$ 194,228.00
907-202-8	Removal of Pipe (4'-18" dia.) (with Railroad R/W)	604	LF	\$ 1.00	\$ 604.00	\$ 25.00	\$ 15,100.00	\$ 7.00	\$ 4,228.00
907-202-8	Removal of Pipe (20"-36" dia.)	4.759	LF	\$ 3.00	\$ 14,277.00	\$ 10.00	\$ 47,590.00	\$ 8.00	\$ 38,072.00
907-202-8	Removal of Pipe (over 36" dia.)	100	LF	\$ 3.00	\$ 300.00	\$ 25.00	\$ 2,500.00	\$ 8.00	\$ 800.00
907-202-8	Removal of Asphalt Pavement (0"-6" thick)	13.553	SY	\$ 1.00	\$ 13,553.00	\$ 5.00	\$ 67,765.00	\$ 3.00	\$ 40,659.00
907-202-8	Removal of Asphalt Pavement (over 6" thick)	20.767	SY	\$ 1.00	\$ 20,767.00	\$ 6.00	\$ 124,602.00	\$ 3.00	\$ 62,301.00
907-202-8	Removal of Paved Driveways	3.029	SY	\$ 1.00	\$ 3,029.00	\$ 5.00	\$ 15,145.00	\$ 3.00	\$ 9,087.00
907-202-8	Removal of Sidewalks	6.492	SY	\$ 1.00	\$ 6,492.00	\$ 5.00	\$ 32,460.00	\$ 3.00	\$ 19,476.00
907-202-8	Removal of Curb	16.660	LF	\$ 1.00	\$ 16,660.00	\$ 3.00	\$ 49,980.00	\$ 3.00	\$ 49,980.00
907-202-C	Removal of Obstructions (L/W)	100	CY	\$ 20.00	\$ 2,000.00	\$ 175.00	\$ 17,500.00	\$ 100.00	\$ 10,000.00
907-203-G	Excess Excavation (FM)(AH)	56.167	CY	\$ 0.10	\$ 5,616.70	\$ 7.00	\$ 393,169.00	\$ 1.00	\$ 56,167.00
907-203-EX	Borrow Excavation (FM)(AH)(Class B3)	56.167	CY	\$ 0.10	\$ 5,616.70	\$ 14.00	\$ 786,338.00	\$ 1.00	\$ 56,167.00
907-204-A	Saw Cutting of Concrete Surfaces	3.567	LF	\$ 2.00	\$ 7,134.00	\$ 6.00	\$ 21,402.00	\$ 5.00	\$ 17,835.00
907-204-B	Saw Cutting of Asphalt Surfaces	960	LF	\$ 2.00	\$ 1,920.00	\$ 5.00	\$ 4,800.00	\$ 4.00	\$ 3,840.00
907-225-A	Grassing	3.300	SY	\$ 0.50	\$ 1,650.00	\$ 15.00	\$ 49,500.00	\$ 1.00	\$ 3,300.00
907-234-A	Temporary Silt Fence	20.975	LF	\$ 0.10	\$ 2,097.50	\$ 3.00	\$ 62,925.00	\$ 1.00	\$ 20,975.00
907-234-B	Silt Fence Inlet Protection	82	EA	\$ 50.00	\$ 4,100.00	\$ 175.00	\$ 14,350.00	\$ 100.00	\$ 8,200.00
907-238-A	Wrattles	100	LF	\$ 10.00	\$ 1,000.00	\$ 25.00	\$ 2,500.00	\$ 5.00	\$ 500.00
907-304-D	Size II Stabilizer Aggregate (Gravel)(FM)	4.488	CY	\$ 53.00	\$ 237,864.00	\$ 90.00	\$ 403,920.00	\$ 60.00	\$ 269,280.00
907-304-E	"610" Limestone (FM)	5.532	CY	\$ 90.50	\$ 500,646.00	\$ 90.00	\$ 497,880.00	\$ 100.00	\$ 553,200.00
907-403-B	Hot Bituminous Pavement, Binder Course (Type BC-1)	7.527	TON	\$ 91.10	\$ 685,709.70	\$ 90.00	\$ 677,430.00	\$ 85.00	\$ 639,725.00
907-403-B-T	Temporary Pavement, Hot Bituminous Pavement, Binder Course, Z" (Type BC-1)	1.000	TON	\$ 0.10	\$ 100.00	\$ 90.00	\$ 90,000.00	\$ 85.00	\$ 85,000.00
907-403-C	Hot Bituminous Pavement, Binder Course (Type SC-1)	3.760	TON	\$ 93.90	\$ 353,064.00	\$ 92.00	\$ 346,920.00	\$ 87.00	\$ 327,120.00
601-B	Class "B" Structural Concrete, Minor Structures	1.218	CY	\$ 940.00	\$ 1,144,920.00	\$ 1,250.00	\$ 1,522,500.00	\$ 1,000.00	\$ 1,218,000.00
602-A	Reinforcing Steel	134.439	LB	\$ 1.00	\$ 134,439.00	\$ 1.00	\$ 134,439.00	\$ 2.00	\$ 268,878.00
907-603-A	30" Steel Pipe (Jack & Bore)(within CSX ROW)	113	LF	\$ 750.00	\$ 84,750.00	\$ 750.00	\$ 84,750.00	\$ 800.00	\$ 90,400.00
907-603-A	60" Steel Pipe (Jack & Bore)	135	LF	\$ 1,220.00	\$ 164,700.00	\$ 2,200.00	\$ 297,000.00	\$ 1,200.00	\$ 162,000.00
907-603-C-A	18" Reinforced Concrete Pipe, Class III	1.659	LF	\$ 46.00	\$ 76,314.00	\$ 38.00	\$ 63,042.00	\$ 55.00	\$ 91,245.00
907-603-C-A	24" Reinforced Concrete Pipe, Class III	1.545	LF	\$ 61.00	\$ 94,245.00	\$ 55.00	\$ 84,975.00	\$ 70.00	\$ 108,150.00
907-603-C-A	30" Reinforced Concrete Pipe, Class III	613	LF	\$ 95.00	\$ 58,235.00	\$ 72.00	\$ 44,136.00	\$ 90.00	\$ 55,170.00
907-603-C-A	36" Reinforced Concrete Pipe, Class III	714	LF	\$ 100.00	\$ 71,400.00	\$ 90.00	\$ 64,260.00	\$ 120.00	\$ 85,680.00
907-603-C-A	42" Reinforced Concrete Pipe, Class III	127	LF	\$ 160.00	\$ 20,320.00	\$ 112.00	\$ 14,224.00	\$ 131.00	\$ 16,637.00
907-603-C-A	48" Reinforced Concrete Pipe, Class III	199	LF	\$ 178.00	\$ 35,422.00	\$ 140.00	\$ 27,860.00	\$ 165.00	\$ 32,835.00
907-603-C-A	72" Reinforced Concrete Pipe, Class III	540	LF	\$ 275.00	\$ 148,500.00	\$ 280.00	\$ 151,200.00	\$ 340.00	\$ 183,600.00
907-603-C-E	22" x 13" Concrete Arch Pipe, Class III	84	LF	\$ 54.00	\$ 4,536.00	\$ 45.00	\$ 3,780.00	\$ 70.00	\$ 5,880.00
907-603-C-E	29" x 18" Concrete Arch Pipe, Class III	139	LF	\$ 69.00	\$ 9,591.00	\$ 62.00	\$ 8,618.00	\$ 90.00	\$ 12,510.00
907-603-C-E	36" x 23" Concrete Arch Pipe, Class III	88	LF	\$ 80.00	\$ 7,040.00	\$ 75.00	\$ 6,600.00	\$ 102.00	\$ 8,976.00
907-603-C-E	44" x 27" Concrete Arch Pipe, Class III	559	LF	\$ 107.00	\$ 59,813.00	\$ 96.00	\$ 53,664.00	\$ 132.00	\$ 73,788.00
907-603-C-E	51" x 31" Concrete Arch Pipe, Class III	246	LF	\$ 164.00	\$ 40,344.00	\$ 120.00	\$ 29,520.00	\$ 161.00	\$ 39,606.00

BID TABULATION											
Biloxi Infrastructure Repair Program Area 10 - SYSS - Sixth Street South City KG639 NEPMS 11023 Bid Date: May 15, 2019											
Lane Construction Company of MS PO Box 1437 Ocean Springs, MS 39566-1437											
JLB Contractors, LLC 21794 Johnson Road Long Beach, MS 39564											
Hemphill Construction Company, Inc. PO Drawer 879 Florence, MS 39073											
GEC Civil Engineers & Consultants											
ITEM NO.	BID ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL EXTENSION	UNIT PRICE	TOTAL EXTENSION	UNIT PRICE	TOTAL EXTENSION	UNIT PRICE	TOTAL EXTENSION
907-603-C-E	58" x 36" Concrete Arch Pipe, Class III	332	LF	\$ 188.00	\$ 62,416.00	\$ 145.00	\$ 48,140.00	\$ 212.00	\$ 70,384.00	\$ 130.00	\$ 43,160.00
907-603-C-E	65" x 40" Concrete Arch Pipe, Class III	158	LF	\$ 208.00	\$ 32,864.00	\$ 180.00	\$ 28,440.00	\$ 260.00	\$ 41,080.00	\$ 200.00	\$ 31,600.00
907-603-C-E	73" x 45" Concrete Arch Pipe, Class III	528	LF	\$ 232.00	\$ 122,496.00	\$ 218.00	\$ 115,104.00	\$ 330.00	\$ 174,240.00	\$ 250.00	\$ 132,000.00
907-603-C-E	88" x 54" Concrete Arch Pipe, Class III	272	LF	\$ 200.00	\$ 78,880.00	\$ 300.00	\$ 81,600.00	\$ 480.00	\$ 130,560.00	\$ 400.00	\$ 108,800.00
907-603-C-F	36" x 23" Concrete Arch Pipe End Section	1	EA	\$ 758.00	\$ 758.00	\$ 1,700.00	\$ 1,700.00	\$ 1,400.00	\$ 1,400.00	\$ 1,000.00	\$ 1,000.00
907-604-A	58" x 36" Concrete Arch Pipe End Section	4	EA	\$ 1,626.00	\$ 6,504.00	\$ 2,200.00	\$ 8,800.00	\$ 3,300.00	\$ 13,200.00	\$ 2,500.00	\$ 10,000.00
907-604-A	Casings (within Railroad R/W)	45,840	LB	\$ 3.00	\$ 137,520.00	\$ 2.50	\$ 114,600.00	\$ 2.00	\$ 91,680.00	\$ 2.00	\$ 91,680.00
907-604-A	Gratings	760	LB	\$ 3.00	\$ 2,280.00	\$ 10.00	\$ 7,600.00	\$ 2.00	\$ 1,520.00	\$ 2.00	\$ 1,520.00
907-604-B	Ductile Iron Fittings	3,637	LB	\$ 3.00	\$ 10,911.00	\$ 3.50	\$ 12,729.50	\$ 3.00	\$ 10,911.00	\$ 2.00	\$ 7,274.00
907-604-C	Ductile Iron Fittings (within CSX ROW)	69,043	LB	\$ 4.50	\$ 310,693.50	\$ 5.00	\$ 345,215.00	\$ 6.00	\$ 414,258.00	\$ 3.00	\$ 207,129.00
907-604-C	Ductile Iron Fittings (within CSX ROW)	4,585	LB	\$ 4.50	\$ 20,632.50	\$ 8.00	\$ 36,680.00	\$ 6.00	\$ 27,510.00	\$ 3.50	\$ 16,047.50
907-604-D	4" dia. Precast Concrete Manhole (< 6' Deep)	8	EA	\$ 2,614.00	\$ 20,912.00	\$ 2,600.00	\$ 20,800.00	\$ 2,000.00	\$ 16,000.00	\$ 2,000.00	\$ 16,000.00
907-604-D	4" dia. Precast Concrete Manhole (6'-8' Deep)	8	EA	\$ 2,869.00	\$ 22,952.00	\$ 2,800.00	\$ 22,400.00	\$ 2,500.00	\$ 20,000.00	\$ 2,300.00	\$ 18,400.00
907-604-D	4" dia. Precast Concrete Manhole (8'-10' Deep)	9	EA	\$ 3,274.00	\$ 29,466.00	\$ 3,600.00	\$ 32,400.00	\$ 3,000.00	\$ 27,000.00	\$ 3,000.00	\$ 27,000.00
907-604-D	4" dia. Precast Concrete Manhole (10'-12' Deep)	6	EA	\$ 3,479.00	\$ 20,874.00	\$ 6,000.00	\$ 36,000.00	\$ 3,700.00	\$ 22,200.00	\$ 3,500.00	\$ 21,000.00
907-604-D	4" dia. Precast Concrete Manhole (12'-14' Deep)	7	EA	\$ 3,962.00	\$ 27,734.00	\$ 6,500.00	\$ 45,500.00	\$ 4,600.00	\$ 32,200.00	\$ 4,000.00	\$ 28,000.00
907-604-D	4" dia. Precast Concrete Manhole (14'-16' Deep)	3	EA	\$ 4,280.00	\$ 12,840.00	\$ 11,000.00	\$ 33,000.00	\$ 5,600.00	\$ 16,800.00	\$ 6,000.00	\$ 18,000.00
907-604-D	8" dia. Precast Concrete Manhole (all depths)	9	EA	\$ 15,364.00	\$ 138,276.00	\$ 21,000.00	\$ 189,000.00	\$ 21,000.00	\$ 189,000.00	\$ 0.00	\$ 0.00
907-604-G	100% Solids Epoxy Liner	6,703	SF	\$ 20.50	\$ 137,411.50	\$ 22.00	\$ 147,466.00	\$ 23.00	\$ 154,166.00	\$ 25.00	\$ 167,575.00
907-607-A	Remove Existing and Install New Chain Link Fence	1,288	LF	\$ 16.50	\$ 21,252.00	\$ 20.00	\$ 25,760.00	\$ 25.00	\$ 32,200.00	\$ 25.00	\$ 32,200.00
907-607-B	Remove Existing and Install New Wooden Fence	93	LF	\$ 22.00	\$ 2,046.00	\$ 30.00	\$ 2,790.00	\$ 30.00	\$ 2,790.00	\$ 25.00	\$ 2,325.00
907-608-A	Concrete Sidewalk (Without Reinforcement - All Types)	5,790	SY	\$ 44.00	\$ 254,760.00	\$ 45.00	\$ 260,550.00	\$ 45.00	\$ 260,550.00	\$ 50.00	\$ 289,500.00
907-609-B	Concrete Curb	563	LF	\$ 19.00	\$ 10,697.00	\$ 20.00	\$ 11,260.00	\$ 35.00	\$ 19,705.00	\$ 10.00	\$ 5,630.00
907-609-D	Combination Concrete Curb and Gutter	13,770	LF	\$ 19.00	\$ 261,630.00	\$ 20.00	\$ 275,400.00	\$ 22.00	\$ 302,940.00	\$ 12.00	\$ 165,240.00
907-609-F	Reinforced Concrete Curb and Gutter	7,589	LF	\$ 19.00	\$ 144,191.00	\$ 19.00	\$ 144,191.00	\$ 22.00	\$ 166,558.00	\$ 10.00	\$ 75,890.00
907-610-A	8" SDR-26 Sanitary Sewer Main	6,528	LF	\$ 49.00	\$ 319,872.00	\$ 44.00	\$ 287,232.00	\$ 58.00	\$ 378,624.00	\$ 65.00	\$ 424,320.00
907-610-A	10" SDR-26 Sanitary Sewer Main	1,164	LF	\$ 51.00	\$ 59,364.00	\$ 46.00	\$ 53,544.00	\$ 60.00	\$ 69,840.00	\$ 80.00	\$ 93,120.00
907-610-A	12" SDR-26 Sanitary Sewer Main	1,772	LF	\$ 55.00	\$ 97,460.00	\$ 60.00	\$ 106,320.00	\$ 78.00	\$ 138,216.00	\$ 95.00	\$ 168,240.00
907-610-D	20" Ductile Iron Sanitary Sewer Force Main	14	LF	\$ 213.00	\$ 2,982.00	\$ 130.00	\$ 1,820.00	\$ 400.00	\$ 5,600.00	\$ 300.00	\$ 4,200.00
907-610-E	6" PVC SDR-26 Sanitary Sewer Service	5,985	LF	\$ 29.00	\$ 173,565.00	\$ 11.00	\$ 65,835.00	\$ 30.00	\$ 179,550.00	\$ 27.00	\$ 161,595.00
907-610-G	The Existing 4" Sanitary Sewer Force Main to New Manhole	1	LS	\$ 518.00	\$ 518.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00
907-610-G	21" Large Dia. PVC Gravity Sanitary Sewer Main to New Manhole	1	LS	\$ 518.00	\$ 518.00	\$ 5,500.00	\$ 5,500.00	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00
907-610-H	42" Large Dia. PVC Gravity Sanitary Sewer Main (PS-115)	2,317	LF	\$ 550.00	\$ 1,274,350.00	\$ 285.00	\$ 660,345.00	\$ 561.00	\$ 1,299,837.00	\$ 350.00	\$ 810,950.00
907-610-I	Temporary Force Main	1	LS	\$ 175,000.00	\$ 175,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 0.00	\$ 0.00
907-610-J	Hot Tap Existing Force Main	1	EA	\$ 500.00	\$ 500.00	\$ 20,000.00	\$ 20,000.00	\$ 22,000.00	\$ 22,000.00	\$ 0.00	\$ 0.00
907-612-A	4" C-900 PVC Water Main	18	LF	\$ 18.00	\$ 324.00	\$ 15.00	\$ 270.00	\$ 25.00	\$ 450.00	\$ 15.00	\$ 270.00
907-612-A	6" C-900 PVC Water Main	341	LF	\$ 20.00	\$ 6,820.00	\$ 16.00	\$ 5,456.00	\$ 29.00	\$ 9,880.00	\$ 25.00	\$ 8,525.00
907-612-A	8" C-900 PVC Water Main	1,674	LF	\$ 27.00	\$ 45,198.00	\$ 17.00	\$ 28,458.00	\$ 42.00	\$ 70,368.00	\$ 40.00	\$ 66,960.00

BID TABULATION									
Biloxi Infrastructure Repair Program Area 10 - SYSS - Sixth Street South City KG639 NEMIS 11023 Bid Date: May 15, 2019									
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GEC Gulf Engineers & Consultants									
ITEM NO.	BID ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL EXTENSION	UNIT PRICE	TOTAL EXTENSION	UNIT PRICE	TOTAL EXTENSION
907-612-A	12" C-900 PVC Water Main	3,785	LF	\$ 45.00	\$ 170,325.00	\$ 28.00	\$ 105,980.00	\$ 35.00	\$ 132,475.00
907-612-A	12" C-900 PVC Water Main (within CSX ROW)	110	LF	\$ 47.00	\$ 5,170.00	\$ 75.00	\$ 8,250.00	\$ 35.00	\$ 3,850.00
907-612-B	16" C-905 PVC Water Main	2,135	LF	\$ 58.00	\$ 123,830.00	\$ 45.00	\$ 96,075.00	\$ 50.00	\$ 106,750.00
907-612-C	6" Ductile Iron Water Main	99	LF	\$ 35.00	\$ 3,465.00	\$ 22.00	\$ 2,178.00	\$ 33.00	\$ 3,267.00
907-612-C	8" Ductile Iron Water Main	3,916	LF	\$ 41.00	\$ 160,556.00	\$ 31.00	\$ 121,396.00	\$ 33.00	\$ 129,228.00
907-612-C	12" Ductile Iron Water Main	100	LF	\$ 57.00	\$ 5,700.00	\$ 52.00	\$ 5,200.00	\$ 48.00	\$ 4,800.00
907-612-C	16" Ductile Iron Water Main	356	LF	\$ 91.00	\$ 32,396.00	\$ 70.00	\$ 24,920.00	\$ 63.00	\$ 22,428.00
907-612-C	16" Ductile Iron Water Main Class 56	90	LF	\$ 141.00	\$ 12,690.00	\$ 108.00	\$ 9,720.00	\$ 85.00	\$ 7,740.00
907-612-C	16" Ductile Iron Water Main Class 56 (within CSX ROW)	1,057	LF	\$ 141.00	\$ 149,037.00	\$ 120.00	\$ 126,840.00	\$ 87.00	\$ 91,959.00
907-612-D	1" dia. Water Service	5,194	LF	\$ 39.00	\$ 202,566.00	\$ 15.00	\$ 77,910.00	\$ 25.00	\$ 129,850.00
907-612-D	1 1/2" dia. Water Service	286	LF	\$ 49.00	\$ 14,014.00	\$ 20.00	\$ 5,720.00	\$ 25.00	\$ 7,150.00
907-612-E	6" Water Valve	26	EA	\$ 721.00	\$ 18,902.00	\$ 1,500.00	\$ 39,000.00	\$ 900.00	\$ 23,400.00
907-612-E	8" Water Valve	27	EA	\$ 997.00	\$ 26,919.00	\$ 2,000.00	\$ 54,000.00	\$ 1,100.00	\$ 29,700.00
907-612-E	12" Water Valve	20	EA	\$ 1,960.00	\$ 39,200.00	\$ 3,000.00	\$ 60,000.00	\$ 1,900.00	\$ 38,000.00
907-612-E	16" Water Valve	17	EA	\$ 5,333.00	\$ 90,661.00	\$ 6,000.00	\$ 102,000.00	\$ 5,200.00	\$ 88,400.00
907-612-E	16" Water Valve (within CSX ROW)	4	EA	\$ 5,333.00	\$ 21,332.00	\$ 7,800.00	\$ 31,200.00	\$ 5,200.00	\$ 20,800.00
907-612-F	4" x 4" Hot Tapping Sleeve & 4" Valve	2	EA	\$ 500.00	\$ 1,000.00	\$ 2,200.00	\$ 4,400.00	\$ 2,300.00	\$ 4,600.00
907-612-F	6" x 6" Hot Tapping Sleeve & 6" Valve	3	EA	\$ 500.00	\$ 1,500.00	\$ 3,000.00	\$ 9,000.00	\$ 2,700.00	\$ 8,100.00
907-612-F	8" x 8" Hot Tapping Sleeve & 8" Valve	1	EA	\$ 500.00	\$ 500.00	\$ 3,900.00	\$ 3,900.00	\$ 3,400.00	\$ 3,400.00
907-612-F	12" x 12" Hot Tapping Sleeve & 12" Valve	1	EA	\$ 500.00	\$ 500.00	\$ 6,400.00	\$ 6,400.00	\$ 5,700.00	\$ 5,700.00
907-612-G	Fire Hydrant	26	EA	\$ 500.00	\$ 13,500.00	\$ 13,500.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
907-612-K	4" Line Stop	2	EA	\$ 500.00	\$ 1,000.00	\$ 4,600.00	\$ 9,200.00	\$ 5,700.00	\$ 11,400.00
907-612-K	6" Line Stop	2	EA	\$ 500.00	\$ 1,000.00	\$ 5,000.00	\$ 10,000.00	\$ 6,000.00	\$ 12,000.00
907-612-K	8" Line Stop	2	EA	\$ 500.00	\$ 1,000.00	\$ 5,300.00	\$ 10,600.00	\$ 6,300.00	\$ 12,600.00
907-612-K	10" Line Stop	2	EA	\$ 500.00	\$ 1,000.00	\$ 7,900.00	\$ 15,800.00	\$ 8,500.00	\$ 17,000.00
907-612-K	12" Line Stop	2	EA	\$ 500.00	\$ 1,000.00	\$ 8,500.00	\$ 17,000.00	\$ 8,700.00	\$ 17,400.00
907-612-K	16" Line Stop	2	EA	\$ 500.00	\$ 1,000.00	\$ 11,800.00	\$ 23,600.00	\$ 16,000.00	\$ 32,000.00
907-618-A	Concrete Driveway (Without Reinforcement - All Types)	2,910	SY	\$ 64.00	\$ 186,240.00	\$ 70.00	\$ 203,700.00	\$ 55.00	\$ 160,050.00
907-620-A	Mobilization	1	LS	\$ 590,000.00	\$ 590,000.00	\$ 175,000.00	\$ 175,000.00	\$ 200,000.00	\$ 200,000.00
907-622-A	Low Pressure Portland Cement Grout	58	CY	\$ 146.00	\$ 8,468.00	\$ 350.00	\$ 20,300.00	\$ 200.00	\$ 11,600.00
907-623-A	Flowable Fill	58	CY	\$ 146.00	\$ 8,468.00	\$ 350.00	\$ 20,300.00	\$ 200.00	\$ 11,600.00
907-626-BB	6" Thermoplastic Traffic Stripe (Cont. White)(90 MIL)	0.026	MT	\$ 5,500.00	\$ 143.00	\$ 6,000.00	\$ 156.00	\$ 5,000.00	\$ 130.00
907-626-BB	6" Thermoplastic Traffic Stripe (Cont. White)(120 MIL)	0.472	MT	\$ 5,500.00	\$ 2,596.00	\$ 6,000.00	\$ 2,832.00	\$ 5,000.00	\$ 2,360.00
907-626-CC	6" Thermoplastic Edge Stripe (Cont. White)(60 MIL)	1,072	MT	\$ 5,500.00	\$ 5,896.00	\$ 6,000.00	\$ 6,432.00	\$ 5,000.00	\$ 5,360.00
907-626-EE	6" Thermoplastic Edge Stripe (Cont. Yellow)(90 MIL)	8,998	LF	\$ 1.50	\$ 13,497.00	\$ 1.25	\$ 11,247.50	\$ 2.00	\$ 17,996.00
907-626-EE	6" Thermoplastic Edge Stripe (Cont. Yellow)(120 MIL)	908	LF	\$ 1.50	\$ 1,362.00	\$ 1.25	\$ 1,135.00	\$ 2.00	\$ 1,816.00
907-626-HH	Thermoplastic Legend (White)(120 MIL)	144	SF	\$ 7.00	\$ 1,008.00	\$ 8.00	\$ 1,152.00	\$ 8.00	\$ 1,152.00

BID TABULATION
Biloxi Infrastructure Repair Program
Area 10 - SXSS - Sixth Street South
City K6639 NEMIS 11023
Bid Date: May 15, 2019

Lane Construction Company of MS
 PO Box 1437
 Ocean Springs, MS 39566-1437

JLB Contractors, LLC
 21724 Johnson Road
 Long Beach, MS 39564

Hemphill Construction Company, Inc.
 PO Drawer 879
 Florence, MS 39073



ITEM NO.	BID ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL EXTENSION	UNIT PRICE	TOTAL EXTENSION	UNIT PRICE	TOTAL EXTENSION	UNIT PRICE	TOTAL EXTENSION
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907-627-1	Two-Way Blue Reflective Raised Markers	26	EA	\$ 11.00	\$ 286.00	\$ 17.00	\$ 442.00	\$ 12.00	\$ 312.00	\$ 15.00	\$ 390.00
Schedule No. 1 Total					\$ 10,673,345.10		\$ 12,128,601.00		\$11,776,327.00		\$ 10,724,318.70

Schedule No. 2

907-203-D	Salvage Value of Removed Items	1	LS	\$0.00	\$0.00	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Schedule No. 2 Total					\$0.00		\$1,000.00		\$0.00		\$0.00

Deductive Items - Schedule No. 3

907-603-A	60" Steel Pipe (Jack and Bore)	(135)	LF	\$ 1,220.00	\$ (164,700.00)	\$ 2,200.00	\$ (297,000.00)	\$ 1,200.00	\$ (162,000.00)	\$ 1,200.00	\$ (162,000.00)
907-623-A	Flowable Fill	(7)	CY	\$ 146.00	\$ (1,022.00)	\$ 350.00	\$ (2,450.00)	\$ 200.00	\$ (1,400.00)	\$ 100.00	\$ (700.00)
Additive Items - Schedule No. 3											

907-202-B	Removal of Pipe (4'-18" in dia.)	126	LF	\$ 3.00	\$ 378.00	\$ 4.00	\$ 504.00	\$ 7.00	\$ 882.00	\$ 6.00	\$ 756.00
907-202-B	Removal of Pipe (20'-36" in dia.)	147	LF	\$ 3.00	\$ 441.00	\$ 10.00	\$ 1,470.00	\$ 8.00	\$ 1,176.00	\$ 9.00	\$ 1,323.00
907-202-B	Removal of Asphalt Pavement (0'-6" thick)	228	SY	\$ 3.00	\$ 684.00	\$ 5.00	\$ 1,140.00	\$ 3.00	\$ 684.00	\$ 3.00	\$ 684.00
907-203-EX	Borrow Excavation (AH)(FM)(Class B3)	26	CY	\$ 30.00	\$ 780.00	\$ 14.00	\$ 364.00	\$ 1.00	\$ 26.00	\$ 9.00	\$ 234.00
907-204-B	Saw Cutting of Asphalt Surfaces	98	LF	\$ 2.00	\$ 196.00	\$ 5.00	\$ 490.00	\$ 4.00	\$ 392.00	\$ 3.00	\$ 294.00
907-304-E	Size II Stabilizer Aggregate (Gravel)(FM)	55	CY	\$ 53.00	\$ 2,915.00	\$ 90.00	\$ 4,950.00	\$ 60.00	\$ 3,300.00	\$ 50.00	\$ 2,750.00
907-304-E	"610" Limestone (FM)	38	CY	\$ 90.50	\$ 3,439.00	\$ 90.00	\$ 3,420.00	\$ 100.00	\$ 3,800.00	\$ 60.00	\$ 2,280.00
907-403-B	Hot Bituminous Pavement Binder Course (Type BC-1)	50	TON	\$ 91.10	\$ 4,555.00	\$ 90.00	\$ 4,500.00	\$ 85.00	\$ 4,250.00	\$ 90.00	\$ 4,500.00
907-403-C	Hot Bituminous Pavement Binder Course (Type SC-1)	25	TON	\$ 93.50	\$ 2,337.50	\$ 92.00	\$ 2,300.00	\$ 87.00	\$ 2,175.00	\$ 100.00	\$ 2,500.00
907-603-C-E	22" X 13" Concrete Arch Pipe, Class III	50	LF	\$ 78.00	\$ 3,900.00	\$ 45.00	\$ 2,250.00	\$ 70.00	\$ 3,500.00	\$ 60.00	\$ 3,000.00
Schedule No. 3 Total					\$ (146,086.50)		\$ -378,062.00		\$ -143,215.00		\$ -144,379.00

Option No.1: Total Bid = (Schedule No.1-Schedule No.2)

\$ 10,673,345.10

\$ 12,127,601.00

\$11,776,327.00

\$10,724,318.70

Option No.2: Total Bid = (Schedule No.1 - Schedule No.2 - Schedule 3)

\$ 10,527,258.60

\$ 11,849,539.00

\$11,633,112.00

\$10,579,939.70

**SECTION 902
CITY OF BILOXI
CONTRACT FORM**

**STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A UNIT PRICE**

THIS AGREEMENT made as of the _____ day of _____, in the year _____ by and between the

CITY OF BILOXI
(hereinafter called OWNER) and

LANE CONSTRUCTION COMPANY OF MS, INC.
(hereinafter called CONTRACTOR)

WITNESSETH THAT OWNER and CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1: WORK

The CONTRACTORS shall perform all work as specified or indicated in the Contract Documents for the completion of the Project generally described as follows:

AREA 10: SIXTH STREET SOUTH
SXSS
CITY PROJECT NUMBER KG639
NEMIS NUMBER 11023

ARTICLE 2: ENGINEER

The SXSS project has been designed by GEC, Inc. located at 3445 N. Causeway Blvd, Suite 401, Metairie, LA 70002 who is known as the DESIGN ENGINEER for SXSS throughout the specifications.

The City Engineer for the City of Biloxi Engineering Department will act as ENGINEER in connection with completion of the Project in accordance with the Contract Documents. It is understood that the City Engineer may designate authority to any member of his staff, as he deems necessary.

ARTICLE 3: CONTRACT TIME

The work herein described shall be completed within five hundred fifty (550) Calendar days for the project after the date of the Contract Time commences, also known as the Notice to Proceed Date. This date is established by the date on the Notice to Proceed order.

ARTICLE 4: CONTRACT PRICE

CONTRACTOR submitted the approved bid for the performance of the work described in the contract documents in the total sum of:

\$ TEN MILLION FIVE HUNDRED TWENTY-SEVEN THOUSAND TWO HUNDRED FIFTY-EIGHT AND 60/100 (\$10,527,258.60.)

The total sum above is based on estimated quantities for each pay item. The actual payment to the CONTRACTOR shall be subject to the actual quantity of approved work performed and the terms and conditions of this contract. The total contract price shall not exceed the amount of the approved bid unless otherwise approved by the City.

ARTICLE 5: PROGRESS AND FINAL PAYMENTS

CONTRACTOR shall submit pay requests in accordance with the section entitled "City of Biloxi Testing and Submittal Requirements" of the specification. OWNER shall make progress payments on the basis of CONTRACTOR'S Application for payment as approved by the ENGINEER during the course of this agreement; provided that the estimate reaches the OWNER in due time to be placed on the docket. All progress payments will be on the basis of the approved progress of the work completed and stored to date measured by the schedule of values.

- 5.1 Prior to 50% completion, less mobilization and maintenance of traffic, progress payments will be in an amount equal to: 95% of the work completed, and 95% of material and equipment not incorporated in the work but delivered and suitably stored, less than each case the aggregate of payments previously made.
- 5.2 Once 50% project completion, less mobilization and maintenance of traffic, has been obtained, but prior to final completion, progress payments will be in an amount equal to: 97.5% of the work completed, less than each case the aggregate of payments previously made; provided that there are no stored materials, the project is on schedule, and all work is satisfactory in the opinion of the City Engineer. At 50% project completion, less mobilization and maintenance of traffic, as described above, 50% of the retainage held to date shall be returned.

- 5.3 Upon final completion of the work and settlement of all claims, OWNER shall pay the remainder of all completed work plus any and all retainage **provided the Contractor has submitted the As-Built Drawings as noted in Section 105.16.2 "Final Acceptance" of the Specifications.**

ARTICLE 6: CONTRACT DOCUMENTS

The Contract Documents, which comprise the contract between the OWNER and CONTRACTOR, consists of the following documents, which documents are made a part of this agreement as fully as if disclosed and written at length and made a part thereof:

- 6.1 This agreement (Pages 1 to 7, inclusive),
- 6.2 Exhibits to this Agreement,
- 6.3 CONTRACTOR's Proposal and Bonds,
- 6.4 Notice of Award,
- 6.5 Advertisement, Section 901
- 6.6 Testing and Submittal Requirements
- 6.7 Notice to Bidders, Section 904,
- 6.8 Special Provisions, Section 907,
- 6.9 Technical Specifications, (Mississippi Standard Specifications for Road and Bridge Construction - 1990 Edition),
- 6.10 Drawings consisting of all sheets in bid plans for SXSS.
- 6.11 Any Addenda to the contract documents.
- 6.12 Any modifications, including Change Orders, duly delivered after execution of this Agreement, and
- 6.13 Notice to Proceed.

ARTICLE 7: MISCELLANEOUS

- 7.1 Terms used in this Agreement, which are defined in Section 101 of the Specification, shall have the meanings indicated in the Specifications.
- 7.2 Neither the OWNER nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents; and, specifically, CONTRACTOR shall not assign any moneys due or to become due without prior written consent of OWNER.
- 7.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 7.4 The Contract Documents constitute the entire agreement between OWNER and CONTRACTOR and may be only altered, amended or repealed by a duly executed written instrument.
- 7.5 Contractor shall guarantee all work for two full years after the date of final payment by the OWNER for this project under Special Provision 105 Control of Work.
- 7.6 The Contractor shall pay liquidated damages as specified under Special Provision 108 Prosecution and Progress.
- 7.7 Insurance Requirements: CONTRACTOR shall carry commercial general liability insurance coverage (including subcontractors) with limits not less than \$1,000,000 each occurrence; \$2,000,000 aggregate (aggregate applies to all work under this contract); automobile liability - \$1,000,000 combined single limit-each accident; Workers' Compensation and Employers' Liability with a waiver subrogation in favor of the City of Biloxi - Statutory & \$100,000 each accident; \$100,000 each employee; \$500,000 policy limit. Each policy shall be signed or countersigned by a Mississippi Resident Agent of the insurance company. CONTRACTOR further indemnifies and saves the OWNER harmless from and against any loss, damage and liabilities occasioned by, growing out of, or resulting from any default hereunder, relating to the execution of this agreement. The Contractor shall name the City of Biloxi an additional insured on the Certificate of Insurance furnished to the City from the Insurance Company providing the required coverage. The certificate(s) shall be on the form furnished by the City and will show the types and limits of coverage.

ARTICLE 8: OTHER PROVISIONS

- 8.1 OWNER will monitor the performance of CONTRACTOR against goals and performance standards required herein. Substandard performance as determined by OWNER will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by CONTRACTOR within a reasonable period of time as determined by the OWNER after being notified by OWNER, contract suspension or termination procedures will be initiated.
- 8.2 OWNER may terminate this contract at any time by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof in accordance with section 108.08 of the Specifications. Partial terminations of the Specifications or Proposal Document may only be undertaken with the prior approval of OWNER. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by CONTRACTOR under this agreement shall, at the option of OWNER, become the property of OWNER, and CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed (by unit price) on such documents or materials prior to the termination. Upon termination for convenience, the payment made to CONTRACTOR will be based upon approved units completed. OWNER may also suspend or terminate this Agreement, in whole or in part, if CONTRACTOR materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and OWNER may declare CONTRACTOR ineligible for any further participation in OWNER contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe CONTRACTOR is in noncompliance with any applicable rules or regulations, OWNER may withhold up to fifteen (15) percent of said contract funds until such time as CONTRACTOR is found to be in compliance by OWNER, or is otherwise adjudicated to be in compliance.
- 8.3 CONTRACTOR shall retain all records pertinent to expenditures incurred under this contract for a period of three (3) years after the termination of all activities funded under this agreement, or after the resolution of all Federal Audit Findings, whichever occurs later.
- 8.4 CONTRACTOR agrees to comply with the Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

- 8.5 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. CONTRACTOR will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
- 8.6 CONTRACTOR agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Hatch Act, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S. C. 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. CONTRACTOR shall maintain documentation, which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to OWNER for review upon request.
- 8.7 Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions, which are unsanitary, hazardous or dangerous to the participants' health or safety.
- 8.8 Participants employed or trained for inherently dangerous occupations, shall be assigned to work in accordance with reasonable safety practices.
- 8.9 If this contract results in any copyrightable or patentable material, OWNER and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purposes.
- 8.10 All CONTRACTOR records with respect to any matters covered by this agreement shall be made available to OWNER, grantor agency, the Comptroller General of the United States, their designees or the Federal Government, at any time during normal business hours, as often as OWNER or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by CONTRACTOR within 30 days after receipt by CONTRACTOR. Failure of CONTRACTOR to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.

STANDARD FORM OF AGREEMENT (Continued)

- 8.11 CONTRACTOR shall retain all records pertinent to subcontracts incurred under this contract for a period of three (3) years after the termination of all activities funded under this agreement, or after the resolution of all Federal audit findings, which ever occurs later. Records for non-expendable property acquired with funds under this contract shall be retained for three (3) years after final disposition of such property.
- 8.12 CONTRACTOR agrees to comply with the following regulations insofar as they apply to the performance of this contract (applies to contracts or subcontracts in excess of \$100,000):
- Clean Air Act, 42 U.S.C., 1857, et seq. (Amended to 42 U.S.C., 7602, et. seq.)
 - Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1368 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
 - Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 15, as amended.
- 8.13 CONTRACTOR agrees to procure SUBCONTRACTORS in a fair and nondiscriminatory manner.
- 8.14 CONTRACTOR shall ensure that each SUBCONTRACT includes all the provisions of this contract. CONTRACTOR is responsible for monitoring all SUBCONTRACTORS to ensure compliance with the provisions contained herein. CONTRACTOR shall not enter into any SUBCONTRACT without the written approval of OWNER.

IN WITNESSETH WHEREOF, the parties have executed this Agreement the day and year first above written.

OWNER: _____

CONTRACTOR: _____

BY: _____

BY: _____
(Corporate Seal)

ATTEST: _____

ATTEST: _____