

SECTION 009113 – ADDENDUM ONE

PART 1 - ADDENDA

1.1 PROJECT INFORMATION

- A. Project Name: 22034.06 MPSD Crestwood Elementary Addition ESSER 3.
- B. Owner: Meridian Public School District, 1019 25th Avenue, Meridian, MS 38391
- C. Architect: Dale | Bailey, an Association, One Jackson Place, Suite 250, 188 East Capitol Street, Jackson, MS 39201-2100
- D. Architect Project Number: 22034.06
- E. Date of Addendum One: 29 November 2023

1.2 NOTICE TO BIDDERS

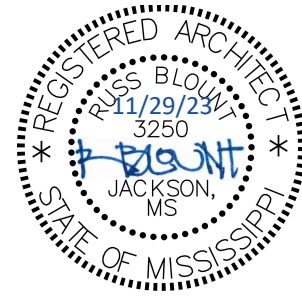
- A. This Addendum is issued to all registered plan holders pursuant to the Instructions to Bidders and Conditions of the Contract. This Addendum serves to clarify, revise, and supersede information in the Project Manual, Drawings, and previously issued Addenda. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.
- B. The Bidder shall acknowledge receipt of this Addendum in the appropriate space on the Bid Form.
- C. The date for receipt of bids is unchanged by this Addendum at same time and location.

1.3 GENERAL

- A. Attached are the annotated Pre-Bid Meeting Minutes and Meeting Attendees dated 29 November 2023.
- B. Completion Date has been changed to **December 1, 2024**.
- C. This project is an ESSER project. Davis-Bacon Wages are required. All pertinent federal requirements are included in this addendum. The official title of the project is CHANGED to:

MPSD Crestwood Elementary Addition ESSER 3

- D. Clarifications/Notes:
 - 1. Sheet C-600 Alternate #4 – This alternate includes an additional 78 SY of concrete sidewalk not included in the base bid.



2. Contractor to follow Ladner Geotechnical Report #728-23-A dated September 26, 2023, for subgrade preparation/recommendations on the project.
- 1.5 REVISIONS TO DIVISION 00 – PROCUREMENT REQUIREMENTS AND CONTRACTING REQUIREMENTS
- A. DOCUMENT 002113 – INSTRUCTIONS TO BIDDERS (Revised). Delete this section in its entirety and replace it with the attached. 1.3 and 1.4 were added. These two sections are required to bid the project.
 - B. DOCUMENT 000820 – FEDERAL REQUIREMENTS (New). Add to the project manual. This project is an ESSER project, and this section is required. Included in this section are the Davis-Bacon Wages and U.S. Department of Labor fact sheets and forms for certified payroll information.
 - C. DOCUMENT 004105 – FORM OF NON-COLLUSION AFFIDAVIT (New). Add to the project manual. **(THIS DOCUMENT MUST BE INCLUDED WITH THE BID). Failure to do so will result in disqualification of the bid.**
 - D. DOCUMENT 004113 – BID FORM. Delete this form in its entirety and replace it with new. See attached. Updated allowances, unit rates, added ESSER information and changed completion date.
 - E. AIA DOCUMENT A101-2017 (Not Reissued). Page 1, name of project is changed to: MPSD Crestwood Elementary Addition ESSER 3.
- 1.6 REVISIONS TO DIVISION 01 – GENERAL REQUIREMENTS
- A. DOCUMENT 012100 – ALLOWANCES (Revised). Delete this form in its entirety and replace it with new. See attached.
 - B. DOCUMENT 012200 – UNIT RATES (Revised). Delete this form in its entirety and replace it with new. See attached.
- 1.7 ATTACHMENTS
- A. Annotated Pre-Bid Meeting Minutes and Meeting Attendees dated 28 November 2023.
 - B. This Addendum includes the following attached Specifications.
 1. Specification 000820 – Federal Requirements dated 29 November 2023.
 2. Specification 002113 – Instructions To Bidders dated 29 November 2023.
 3. Specification 004105 – Form of Non-Collusion Affidavit dated 29 November 2023.
 4. Specification 004113 – Bid Form dated 29 November 2023.
 5. Specification 012100 – Allowances dated 29 November 2023.
 6. Specification 012200 – Unit Rates dated 29 November 2023.

END OF ADDENDUM ONE

Agenda

MINUTES

201 Park Court, Suite B
Ridgeland, MS 39157
P 601.790.9432
F 888.281.0547

28 November 2023

22034.06 Crestwood Elementary Addition / Pre-Bid Meeting
Crestwood Elementary Addition ESSER

One Jackson Place, Suite 250
188 East Capitol Street
Jackson, MS 39201-2100
P 601.352.5411
F 601.352.5362

161 Lameuse Street, Suite 201
Biloxi, MS 39530
P 228.374.1409
F 228.374.1414

1. General

- a. Please silence cell phones
- b. Sign-in sheet: Minutes will include list of meeting attendees
- c. Plan holders list: Minutes will include list of plan holders
- d. Description: This project involves an addition to the existing campus at the rear/south end of the campus. This addition includes ground up new construction and is roughly 4300 square feet. This project also includes several alternates increasing the scope by size of the addition as well as adding site elements.

2. Team

- a. OwnerMeridian Public School District
- b. Superintendent Dr. Amy Carter
Director of Operations.....Clay Sims
- c. Bailey Program Manager Jason Stewart
- d. Architect.....Dale Bailey Architects/Jackson Mississippi
 - 1. principal in charge..... Russ Blount
 - 2. project manager..... Paul Purser
- e. Civil.....WGK, Inc./ Brandon McKay / 601.925.4444
- f. StructuralStructural Design Group / Will Grigg / 615.255.5537
- g. MechanicalGSK mechanical, Inc./Jason Kackley / 601.605.2930
- h. Electrical..... the power source PLLC / Chris Green / 601.605.4820

3. Procurement and Contracting Requirements

- a. Advertisement for Bids
 - i. Advertisement dates: 11.14.23 & 11.21.23
 - ii. Bid Receipt: Bids to be opened at 2:00 PM on Tuesday, December 19, 2023
 - iii. Bid Location: MPSD, 1019 25th Avenue, Meridian, MS 39301.
- b. Bidder Qualifications
 - i. Bidders must be properly licensed under the laws governing their respective trades
 - ii. List all applicable state & local license & registration nos. on outside of bid envelope

- c. Bonding & Insurance
 - i. Bidders must be able to obtain insurance and bonds required for the Work
- d. Bid Security
 - i. A Bid Security in the amount of 5% of the total maximum bid amount is required
 - ii. Cash, cashier's check, certified check, US money order, or bid bond
- e. Bid Form and Attachments
 - i. Acknowledgement of Addenda
 - ii. Subcontractor identification
- f. Bid Submittal Requirements
 - i. Envelope requirements (re: Bid Submittal Checklist)
 - ii. Proper identification
- g. Notice of Award
 - i. Offered within 60 days after receipt of bids
 - ii. Award will be made as soon as possible & successful bidder should be ready to secure bonds & insurance immediately

4. Communication during Bidding Period

- a. Obtaining documents
 - i. Plan holders are required to register and order bid documents at www.dalebaileyplans.com
- b. Bidder's Requests for Information
 - i. Binding answers to questions must be included in an official written addendum and the Contractor or Subcontractor is encouraged to provide written communications to the Architect for proper response
 - ii. Address e-mailed written correspondence to biddinginfo@dalepartners.com
 - iii. No questions will be accepted after **5:00 PM on Wednesday, December 13, 2023** in order to allow the Architect adequate time to prepare any necessary addenda
- c. Addenda
 - i. Addendum no 111.29.23
 - ii. Addendum no 2 (tentative)xxx
 - iii. final addendum (if required)≤ 3:00 PM, 12.15.23

5. Contracting Requirements

- a. The Supplementary Conditions
 - i. Refer to this section for specific comments & directives
 - 1. Change order markups
 - 2. Weather delays -there shall be no extension of time due to weather
 - 3. Retainage
 - 4. Stored material
 - 5. Insurance

6. Project to conform with Federal Davis Bacon act requirements

- b. Other Owner requirements: verify user occupancy during construction

6. Construction Documents

a. Use of Site

- i. Parking Approx. 1600 of asphalt lay down area to be provided by school; contractor to protect or repair asphalt
ii. Lay-down area

b. Work Restrictions

- i. Work days Contractor to have full access to site; noise levels shall be monitored and low during testing weeks for school; contractor shall work with on site staff to coordinate electrical, communication, and water disruptions
ii. Work times

c. Unit prices, alternates, & allowances

i. Unit prices:

1. Provide unit rate for 6' tall vinyl coated chain link fence to be calculated in 8' horizontal lengths.
2. Dirt Fill Undercut (to be in first addendum)

ii. Alternates:

1. Provide floor, structure, and all new construction as indicated in contract documents for additional 2 classrooms.
2. Provide floor, structure, and all new construction as indicated in contract documents for additional east building including toilets, storage, etc.
3. Provide retaining wall for grading as shown on Civil documents so that existing asphalt is not reduced.
4. Provide sidewalk and grading as indicated on Civil documents for new ADA walk to existing asphalt from new addition.

iii. Allowances:

1. Lump Sum Contingency Allowance of One Hundred Twenty Thousand Dollars (\$120,000.00).
2. Hardware Allowance of One Hundred Twenty-Four Thousand Dollars (\$124,000.00).

3. Additional Fencing Contingency Allowance of Thirty-Five Thousand Dollars (\$35,000.00).

4. to be added per addendum: dirt fill and undercut allowance

d. Substitutions following award

- i. Substitutions will be considered within 30 days of the contract award
ii. Burden of proof of "equal" will be on the Contractor or Vendor

7. Schedule

a. Project Schedule

- i. GC to provide CPM type schedule, regularly updated

b. Contract Time

- i. estimated notice to proceed date - January 29, 2023
ii. Project to be fully complete by ~~July 23, 2024~~ December 1, 2024

c. Liquidated Damages

- i. \$500 each calendar day of the delay after Contract Time
- d. Other Bidder Questions

8. Post-Meeting Addendum

- a. May be issued, as necessary to document the meeting questions & provide proper responses

9. Other Bidder Questions

- a. Minutes of meeting are issued as Available Information and do not constitute a modification to the Procurement and Contracting Documents
- b. Modifications to the Procurement and Contracting Documents are issued by written Addendum only

10. Site/facility visit or walkthrough

End

Meeting Attendees

201 Park Court, Suite B
Ridgeland, MS 39157
P 601.790.9432
F 888.281.0547

28 November 2023

22034.06 Crestwood Elementary Addition / Pre-Bid Meeting

One Jackson Place, Suite 250
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Biloxi, MS 39530
P 228.374.1409
F 228.374.1414

	Name	Company	Phone	Email
1	Dr. Amy Carter	Meridian PSD		amcarter@mpsdconnect.org
2	Clay Sims	Meridian PSD		csims@mpsdconnect.org
3	Jason Stewart	Bailey Program Man.		jstewart@bailey-pm.com
4	Paul Purser	Dale Bailey	(601) 352-5411	paulpurser@dalepartners.com
5	BRAD COLEMAN	MILLS CONTRACTING	601-398-8992	BCOLEMAN@MILLSCONTRACTING.NET
6	Clay Sims	MP&D	601-938-6992	csims@mpsdk12.net
7	Jay Joyner	J&J	601-917-0650	jay.joyner@jjconf.com
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DOCUMENT 000820 - FEDERAL REQUIREMENTS

PART 1 - SUMMARY

1.1 GENERAL

1. Meridian Public School District will be using funding available under the Elementary and Secondary School Emergency Relief Fund to fund this project. As a result, specific federal laws, regulations, and requirements may apply in addition to those under state law.
2. All contractors must submit the enclosed certifications regarding their willingness and ability to comply with applicable federal standards:
 - a. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms
 - b. Domestic preference for procurements
 - c. Contract cost and price
 - d. Bonding requirements
 - e. Equal Employment Opportunity
 - f. Davis-Bacon Act, as amended.
 - g. Contract Work Hours and Safety Standards Act
 - h. Rights to Inventions Made Under a Contract or Agreement
 - i. Clean Air Act and the Federal Water Pollution Control Act, as amended
 - j. Debarment and Suspension (Executive Orders 12549 and 12689)
 - k. Byrd Anti-Lobbying Amendment

PART 2 - CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

- 2.1 The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- 2.2 Affirmative steps must include:
 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

PART 3 - DOMESTIC PREFERENCE FOR PROCUREMENTS

- 3.1 As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 3.2 For purposes of this section:
 1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

PART 4 - CONTRACT COST AND PRICE

- 4.1 The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
- 4.2 The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- 4.3 Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred, or cost estimates included in negotiated prices would be

allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

- 4.4 The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

PART 5 - EQUAL EMPLOYMENT OPPORTUNITY

- 5.1 Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

PART 6 - DAVIS-BACON ACT

- 6.1 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

1. Federal government - The term "Federal Government" has the same meaning that the term "United States" had in the Act of March 3, 1931 (ch. 411, 46 Stat. 1494) (known as the Davis-Bacon Act).²
2. Wages, scale of wages, wage rates, minimum wages, and prevailing wages.- The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" include-
 - a. The basic hourly rate of pay; and

- b. For medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying the costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of those benefits, the amount of-
- 1) the rate of contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person under a fund, plan, or program; and
 - 2) the rate of costs to the contractor or subcontractor that may be reasonably anticipated in providing benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the laborers and mechanics affected.
3. Rate of wages for laborers and mechanics
- 1) Application.- The advertised specifications for every contract in excess of \$2,000, to which the Federal Government or the District of Columbia is a party, for construction, alteration, or repair, including painting and decorating, of public buildings and public works of the Government or the District of Columbia that are located in a State or the District of Columbia and which requires or involves the employment of mechanics or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics.
 - 2) Based on Prevailing Wage.- The minimum wages shall be based on the wages the Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State in which the work is to be performed, or in the District of Columbia if the work is to be performed there.
 - 3) Stipulations Required in Contract.- Every contract based upon the specifications referred to in subsection (a) must contain stipulations that-
 - a) The contractor or subcontractor shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics;
 - b) The contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work; and
 - c) There may be withheld from the contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractor or subcontractors or their agents.
 - 4) Discharge of Obligation.- The obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the Secretary of Labor, under this subchapter and other laws incorporating this subchapter by reference, may be discharged by making payments in cash, by making contributions described in section 3141(2)(B)(i) of this title, by

assuming an enforceable commitment to bear the costs of a plan or program referred to in section 3141(2)(B)(ii) of this title, or by any combination of payment, contribution, and assumption, where the aggregate of the payments, contributions, and costs is not less than the basic hourly rate of pay plus the amount referred to in section 3141(2)(B) of this title.

- 5) Overtime Pay.- In determining the overtime pay to which a laborer or mechanic is entitled under any federal law, the regular or basic hourly rate of pay (or other alternative rate on which premium rate of overtime compensation is computed) of the laborer or mechanic is deemed to be the rate computed under section 3141(2)(A) of this title, except that where the amount of payments, contributions, or costs incurred with respect to the laborer or mechanic exceeds the applicable prevailing wage, the regular or basic hourly rate of pay (or other alternative rate) is the amount of payments, contributions, or costs actually incurred with respect to the laborer or mechanic minus the greater of the amount of contributions or costs of the types described in section 3141(2)(B) of this title actually incurred with respect to the laborer or mechanic or the amount determined under section 3141(2)(B) of this title but not actually paid.
4. Termination of work on failure to pay agreed wages
 - a. Every contract within the scope of this subchapter shall contain a provision that if the contracting officer finds that any laborer or mechanic employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the Federal Government by written notice to the contractor may terminate the contractor's right to proceed with the work or the part of the work as to which there has been a failure to pay the required wages.
 - b. The Government may have the work completed, by contract or otherwise, and the contractor and the contractor's sureties shall be liable to the Government for any excess costs the Government incurs.
 5. Authority of Comptroller General to pay wages and list contractors violating contracts
 - a. Payment of Wages.
 - 1) The Comptroller General shall pay directly to laborers and mechanics from any accrued payments withheld under the terms of a contract any wages found to be due laborers and mechanics under this subchapter.
 - 2) Right of action.- If the accrued payments withheld under the terms of the contract are insufficient to reimburse all the laborers and mechanics who have not been paid the wages required under this subchapter, the laborers and mechanics have the same right to bring a civil action and intervene against the contractor and the contractor's sureties as is conferred by law on persons furnishing labor or materials. In those proceedings it is not a defense that the laborers and mechanics accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.
 - b. List of Contractors Violating Contracts
 - 1) The Comptroller General shall distribute to all departments of the Federal Government a list of the names of persons whom the Comptroller General has found to have disregarded their obligations to employees and subcontractors.
 - 2) Restriction on awarding contracts.- No contract shall be awarded to persons appearing on the list or to any firm, corporation, partnership, or association in

which the persons have an interest until three years have elapsed from the date of publication of the list.

6. This subchapter applies to a contract authorized by law that is made without regard to section 3709 of the Revised Statutes (41 U.S.C. 5), or on a cost-plus-a-fixed-fee basis or otherwise without advertising for proposals, if this subchapter otherwise would apply to the contract.

6.2 WAGE RATES

1. Refer to attachment General Decision Number: MS20230047 dated 01/06/2023.

PART 7 - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- 7.1 Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

PART 8 - RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- 8.1 If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wished to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement", the recipient or subrecipient must comply with the requirements of 37 CFR 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency. . These requirements do not apply to the purchase of supplies or materials ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

PART 9 - CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- 9.1 Contracts and subgrants in excess of \$150,000 must contain a provision that requires the non-Federal award recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution

Control Act as amended (33 U.S.C 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

PART 10 - DEBARMENT AND SUSPENSION

- 10.1 A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

PART 11 - Byrd Anti-Lobbying Amendment

- 11.1 Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

END OF DOCUMENT 000820

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"General Decision Number: MS20230047 01/06/2023

Superseded General Decision Number: MS20220047

State: Mississippi

Construction Type: Building

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Counties: Clarke, George, Greene, Jasper, Jones, Kemper, Lauderdale, Leake, Neshoba, Newton, Pearl River, Scott, Stone and Wayne Counties in Mississippi.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/06/2023

ELEC0917-007 12/01/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 30.25	10.64

PLUM0568-004 11/01/2022

	Rates	Fringes
PLUMBER (Includes HVAC Pipe Installation).....	\$ 28.41	10.57

SUMS2015-008 04/03/2017

	Rates	Fringes
CARPENTER.....	\$ 15.00 **	1.88
CEMENT MASON/CONCRETE FINISHER...	\$ 20.00	0.00
IRONWORKER, STRUCTURAL.....	\$ 24.05	12.29
LABORER: Common or General.....	\$ 9.00 **	1.88
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.98 **	0.00
LABORER: Pipelayer.....	\$ 12.52 **	0.75
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 18.00	1.32
PAINTER (Brush and Roller).....	\$ 15.17 **	0.00
PIPEFITTER, Excludes HVAC Pipe Installation.....	\$ 22.77	6.96
SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 19.95	0.68
TRUCK DRIVER: Dump Truck.....	\$ 13.50 **	1.15

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

=====
** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$16.20) or 13658
(\$12.15). Please see the Note at the top of the wage
determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their

own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage

payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

=====

END OF GENERAL DECISIO"

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INDEPENDENT CONTRACTOR DEBARMENT VERIFICATION FORM

(Please print clearly or type)

Subgrantee's/Contractor's Name	
Authorized Official's Name	
Complete Address	
Contact Number	
Are you currently registered with www.sam.gov (Yes or No) If yes, attach supporting documentation and DUNS number must be Active with open access. (Federal fund requirement)	
Are you currently registered to do business in the State of Mississippi? (Yes or No) If yes, attach supporting documentation of registration status. If not, please register and provide documentation of registration status. (Federal and State/Other fund requirement)	

***Appropriate signatures shall certify statements below.*

FEDERAL DEBARMENT CERTIFICATION:

CONTRACTOR hereby certify that at the execution of a contract with the Mississippi Department of Education, CONTRACTOR is not on the list for federal debarment on www.sam.gov – System for Award Management.

STATE OF MISSISSIPPI REGISTRATION:

CONTRACTOR hereby certify that at the execution of a contract with the Mississippi Department of Education, CONTRACTOR is not on the list for debarment on www.sos.ms.gov for doing business with the State of Mississippi or with any Mississippi State Agency.

PARTNERSHIP DEBARMENT CERTIFICATION:

CONTRACTOR hereby certify that all entities who are in partnership through this contract or grant with the Mississippi Department of Education (MDE) (subcontractors, subrecipients, et al.) are not on the federal debarment list on www.sam.gov – System for Award Management or the State of Mississippi debarment list. Proof of documentation of partnership verification with SAM shall be kept on file and the debarment status shall be checked prior to submission of every contract/subgrant and modification to MDE.

Original Signature of Contractor or Authorized Official

Date

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Fact Sheet #21: Recordkeeping Requirements under the Fair Labor Standards Act (FLSA)

This fact sheet provides a summary of the FLSA's recordkeeping regulations, [29 CFR Part 516](#).

Records To Be Kept By Employers

Highlights: The [FLSA](#) sets [minimum wage](#), [overtime pay](#), recordkeeping, and [youth employment standards](#) for employment subject to its provisions. Unless exempt, covered employees must be paid at least the [minimum wage](#) and not less than one and one-half times their regular rates of pay for [overtime](#) hours worked.

Posting: Employers must display an official poster outlining the provisions of the Act, available at no cost from local offices of the Wage and Hour Division and toll-free, by calling 1-866-4USWage (1-866-487-9243). This poster is also available electronically for downloading and printing at <http://www.dol.gov/osbp/sbrefa/poster/main.htm>.

What Records Are Required: Every covered employer must keep certain records for each non-exempt worker. The Act requires no particular form for the records, but does require that the records include certain identifying information about the employee and data about the hours worked and the wages earned. The law requires this information to be accurate. The following is a listing of the basic records that an employer must maintain:

1. Employee's full name and social security number.
2. Address, including zip code.
3. Birth date, if younger than 19.
4. Sex and occupation.
5. Time and day of week when employee's workweek begins.
6. Hours worked each day.
7. Total hours worked each workweek.
8. Basis on which employee's wages are paid (e.g., "\$9 per hour", "\$440 a week", "piecework")
9. Regular hourly pay rate.
10. Total daily or weekly straight-time earnings.
11. Total overtime earnings for the workweek.
12. All additions to or deductions from the employee's wages.
13. Total wages paid each pay period.
14. Date of payment and the pay period covered by the payment.

How Long Should Records Be Retained: Each employer shall preserve for at least three years payroll records, collective bargaining agreements, sales and purchase records. Records on which wage computations are based should be retained for two years, i.e., time cards and piece work tickets, wage rate tables, work and time schedules, and records of additions to or deductions from wages. These records must be open for inspection by the Division's representatives, who may ask the employer to make extensions, computations, or transcriptions. The records may be kept at the place of employment or in a central records office.

What About Timekeeping: Employers may use any timekeeping method they choose. For example, they may use a time clock, have a timekeeper keep track of employee's work hours, or tell their workers to write their own times on the records. Any timekeeping plan is acceptable as long as it is complete and accurate.

The following is a sample timekeeping format employers may follow but are not required to do so:

DAY	DATE	IN	OUT	TOTAL HOURS
Sunday	6/3/07	-----	-----	-----
Monday	6/4/07	8:00am	12:02pm	
		1:00pm	5:03pm	8
Tuesday	6/5/07	7:57am	11:58am	
		1:00pm	5:00pm	8
Wednesday	6/6/07	8:02am	12:10pm	
		1:06pm	5:05pm	8
Thursday	6/7/07	-----	-----	-----
Friday	6/8/07	-----	-----	-----
Saturday	6/9/07	-----	-----	-----
Total Workweek Hours:				24

Employees on Fixed Schedules: Many employees work on a fixed schedule from which they seldom vary. The employer may keep a record showing the exact schedule of daily and weekly hours and merely indicate that the worker did follow the schedule. When a worker is on a job for a longer or shorter period of time than the schedule shows, the employer must record the number of hours the worker actually worked, on an exception basis.

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

1-866-4-USWAGE
TTY: 1-866-487-9243
[Contact Us](#)

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1235-0008
Expires: 07/31/2024

NAME OF CONTRACTOR		OR SUBCONTRACTOR			ADDRESS							OMB No.: 1235-0008 Expires: 07/31/2024							
PAYROLL NO.		FOR WEEK ENDING			PROJECT AND LOCATION					PROJECT OR CONTRACT NO.									
(1)	(2)	(3)	OT OR ST.	(4) DAY AND DATE							(5)	(6)	(7)	(8) DEDUCTIONS				(9)	
NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	NO. OF WITHHOLDING EXEMPTIONS	WORK CLASSIFICATION		HOURS WORKED EACH DAY							TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	FICA	WITH-HOLDING TAX		OTHER	TOTAL DEDUCTIONS	NET WAGES PAID FOR WEEK
			O											/					
			S										/						
			O										/						
			S										/						
			O										/						
			S										/						
			O										/						
			S										/						
			O										/						
			S										/						

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____;
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such employees,
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF
TITLE 31 OF THE UNITED STATES CODE.

DOCUMENT 002113 - INSTRUCTION TO BIDDERS

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Interpretations: Should a bidder find discrepancies in or omissions from the plans and specifications or be in doubt as to their written meaning, he should immediately notify the Architect in writing. The Architect will then send a written instruction or interpretations to all known holders of the documents if deemed appropriate by the Architect. Neither the Owner nor the Architect will be responsible for nor bound by any oral instructions or for a bidder's failure to make inquiry.
- B. Contractor/Subcontractor Question/Answer Period: It is noted that questions will be received and answered on an unofficial basis. Binding answers to questions must be included in an official written addendum and the Contractor or Subcontractor is encouraged to provide written communications to the Architect for proper response. Address e-mailed written correspondence to biddinginfo@dalepartners.com.
- C. Addenda: Any addenda to the plans and / or specifications issued before or during the time of bidding will become a part of the Contract and receipt of same must be acknowledged by Bidder in his proposal.
- D. "Or Equal" Substitutions: Refer to General Conditions 3.2.2 and Section 016000- "Or Equal" Substitutions: Bidder is advised that some sections of the specifications may not allow for substitutions and that the requirements of the General Conditions and Section 016000 and any requirements in the technical specifications which do not conflict with and which are in addition to the General Conditions and Section 016000 may, in the Owner's sole discretion, result in the rejection of the request for "or equal" substitution.

1.2 BIDDING

- A. A Contract for Construction: lump sum, single bid, received from General Contractors and shall include General, Mechanical, Electrical, and Site work as well as all other work shown on plans and specified herein.
- B. Subcontractors and Suppliers: The Bidder is specifically advised that any person, firm or other party to whom it is proposed to award a Subcontract or purchase order under this contract must be acceptable to the Owner.
 - 1. The Owner may make such investigation as he deems necessary to determine the ability of the Bidder of subcontractors or suppliers to perform the work, and the Bidder shall furnish to the owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein within the time required.
 - 2. All subcontractors must have a current, valid, Contractor's License and/or Certificate of Responsibility where Bid exceeds \$75,000.00.

3. Listing of Subcontractors and Suppliers:
 - a. So that the Owner may be assured that only qualified and competent subcontractors and suppliers will be utilized on the project and to prevent “bid-shopping” and/or “bid-chopping”, each Bidder shall identify within seven (7) days after Bid receipt date the name of the subcontractor and supplier used by the Bidder in his bid for each subcontractor and supplier whose bid or quote exceeds \$75,000.00. Bidder’s List shall be provided on the Listing Form provided with the Proposal Form. A Bidder’s failure to indicate the name(s) of the subcontractors and major suppliers included in his lump sum price within seven (7) days after Bid receipt may result in the rejection of the Bidder’s bid as non-responsive.
 - b. The successful Bidder shall use the subcontractor and supplier identified by him as being include in his lump sum price, provide however, the Bidder assumes the risk that the subcontractor or supplier listed within seven (7) days after Bid receipt may result in the rejection of the Bidder’s bid as non-responsive.
 - c. If Bidder lists itself as a supplier for any of the classifications listed, then the Bidder will be required to furnish such product from its manufacturing inventory and to demonstrate to the Owner and Architect that it has satisfactory qualifications and prior experience manufacturing and furnishing such materials, equipment and/or products. If Bidder lists itself as a subcontractor for any of the classifications listed, then the Bidder will be required to perform the work with its own regularly employed personnel and to demonstrate to the Owner and Architect that is has satisfactory qualifications and prior experience performing such work with its own regularly employed personnel. The Owner reserves the right to reject any bid if the evidence submitted by Bidder fails to satisfy the Owner that the Bidder has satisfactory qualifications and prior experience performing such work and/or furnishing such materials, equipment and /or products.

1.3 NON-COLLUSION AFFIDAVIT

- A. Bids shall be accompanied by 004105 Form of Non-Collusion Affidavit. The form is provided in Division 1 of the project manual.

1.4 DEBARMENT VERIFICATION FORM

- A. Bids shall be accompanied by Independent Contractor Debarment Verification Form. Form is provided in Division 1 of the project manual under Section 000820 FEDERAL REQUIREMENTS.

1.5 CERTIFICATE OF RESPONSIBILITY

- A. Each bidder submitting a bid equal to or in excess of \$75,000.00 on public projects and equal to or in excess of \$100,000.00 on private projects must show on his bid and on the face of the envelope containing the bid, his Certificate of Responsibility Number, as required by Section 31-7-13 (latest revision) Mississippi Code. If the bid does not exceed \$75,000.00 on public projects and \$100,000.00 on private projects, a notation so stating must appear on the face of the envelope.
- B. Each subcontractor shall also have a Certificate of Responsibility Number, as required by Section 31-7-13 (latest revision), Mississippi Code.

- C. Evidence: No bid will be opened, considered or accepted unless the above information is given as specified. Sufficient evidence that said Certificate of Responsibility has been issued and is in effect at the time of receiving bids must be submitted if required by the Owner or the Architect. Likewise, it shall be the responsibility of the General Contractor to require a Certificate of Responsibility Number from any subcontractor that falls in the category of "B" above.
- D. In accordance with Mississippi law, if the Bidder is a joint venture, either the joint venture or all of the Contractors which make up the joint venture must hold certificates of responsibility from the State Board of Contractors.

1.6 BID BOND

- A. Use AIA Document A310, Bid Bond, 2010 Edition for execution of Bid Bond.

1.7 BID SECURITY

- A. Each bid, exceeding \$5,000.00 must be accompanied by the Bidder's certified check or a bid bond, duly executed by the Bidder as principal and having surety thereon, a surety company approved by the Owner and signed by an agent resident in Mississippi, in the amount of five percent of the bid. All bid bonds must be accompanied by the appropriate Power of Attorney designating the Mississippi Resident Agent.

1.8 OPENING OF PROPOSALS

- A. Refer to the Advertisement of Bid.

1.9 PREPARATION OF BID

- A. Conditions of Work: Each Bidder must fully inform himself of the conditions relating to the construction of the project and employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his Contract. The Contractor must employ methods or means to cause no interruptions of or interference with the work of any other Contractor.
- B. Examination of Site: All bidders, including the general contractor and subcontractors, will visit the site of the building, and inform themselves of all conditions. Failure to visit the site will in no way relieve the successful Bidder from his obligation to complete all work in accordance with the Contract Documents without additional cost to the Owner.
- C. Staging and Access: All Bidders, including the general contractor and subcontractors, acknowledge that the construction premises are restricted and that access is affected by the location of the project, by the facilities surrounding the project and by other construction either presently being performed or proposed to be performed during the performance of this Contract. All Bidders, including the general contractor and subcontractors, further acknowledge that such limitations in space and accessibility have been taken into account in estimating their bids.
- D. Laws and Regulations: The Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project apply to the Contract. The successful Bidder shall be required to

comply with all applicable laws, ordinances, rules and regulations at no additional adopted or become effective before or after bid opening.

- E. **Obligation of Bidder:** At the time of opening of bids, Bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the plans and specifications, including all addenda.
- F. **Telegraphic and Facsimile Modifications:** A Bidder may modify his bid by telegraphic or facsimile communication at any time, provided such communication is received by the Owner prior to the scheduled time for opening time or no consideration will be given the telegraphic or facsimile modifications.

1.10 PROPOSALS

- A. **Form:** Submit all proposals on forms provided and fill all applicable blank spaces without interlineations, alterations, or erasure and recapitulations of the work to be done. No oral, telegraphic, or telephonic proposals will be considered. Any addenda issued during the bidding must be noted on the Proposal Form.
- B. **Withdrawal:** Any bid may be withdrawn prior to the time for opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. All bids are irrevocable offers to contract at the price bid which may not be withdrawn until Ninety (90) days after bid opening.
- C. **Submittal:** Submit bids in duplicate in an opaque sealed envelope bearing on the outside, the name and Certificate of Responsibility number of the Bidder, his address, bid opening date, and time.
- D. Any bid modification or qualification on the outside of the envelope will be considered only if accompanied by signature and title of person making the modification.
- E. **Mailing:** If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to: Dr. Amy J. Carter, Superintendent, Meridian Public School District, 1019 25th Avenue, Meridian, MS 38391.
- F. **Ground Service:** Dr. Amy J. Carter, Superintendent, Meridian Public School District, 1019 25th Avenue, Meridian, MS 38391.
- G. Bidders are urged to deliver their bid to the Owner. Owner will not be responsible for misdelivery of mail or express deliveries.

1.11 CONTRACT

- A. **Award of Contract:** Award shall be made to the lowest and best Bidder, pursuant to Mississippi law and these Instructions to Bidders. The lowest bid shall be the base bid or combination of base bid and those alternates which produce a total within available funds. The Owner reserves the right to waive irregularities and to reject any and all bids.
- B. **Disqualification of Bidder:** The Owner reserves the right to award to other than the low Bidder when, in the Owner's judgment, it is in his best interest to do so. For instance, a Bidder may be disqualified for such reasons as:

1. Bidder being in arrears on existing contracts.
 2. Bidder being in litigation with the Owner or the institution/agency.
 3. Bidder having defaulted on or failed to satisfactorily complete a previous contract with the Owner, including Bidder's failure to satisfactorily fulfill the warranty obligations of a previous contract with the Owner.
- C. The above is not an inclusive list.
- D. Security for Faithful Performance: When the bid exceeds \$4,000.00 and simultaneously with his delivery of the executed Contract, the Contractor will furnish a payment and a performance bond in accordance with Section 31-7-13 et. Seq. of the Mississippi Code (latest revision). The surety on such bonds will be a duly authorized surety company licensed to do business in the state of Mississippi which is acceptable to the Owner, and which is listed on the United States' Treasury Department's list of acceptable sureties.
- E. Time of Completion: By submission of its bid, Bidder agrees to commence work on or before a date specified in a written "Notice to Proceed" and fully complete the project within the time stated in the Bid Proposal Form.
- F. Substantial Completion: By completion of the project shall be as defined by Section 9.8.1 of the General Conditions "... when the work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the work for its intended use."
- G. Final Acceptance/Completion: Final acceptance/completion of the project as defined in the General Conditions 9.10.2.1 requires the submittal by Contractor of all closeout documents, all ownership and maintenance manuals required by the technical sections of the Contract the Guarantee of Work required by the General Conditions 12.2.2.5 and 12.2.2.6 and the manufacturer's certifications. Bidder's attention is specifically directed to the General Conditions 9.8.4 for additional conditions precedent to final acceptance/completion of the project.
- H. Liquidated Damages for Failure to Enter Into Contract: The successful Bidder, upon his failure or refusal to execute and deliver the Contract and required bonds within ten days after he has received notice of the acceptance of his bid, will forfeit to the Owner as liquidated damages the security deposited with his bid.
- I. Liquidated Damages for Failure to Substantially Complete Project in Time Stipulated: Applicable when stipulated sum is shown in General Conditions 9.11.
- 1.12 BID DOCUMENTS
- A. Plans and specifications are available, unless noted otherwise on the Advertisement for Bid, at Dale Bailey's online planroom at www.dalebaileyplans.com.
- B. No partial sets of documents will be issued or accepted for return.

END OF DOCUMENT 002113

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DOCUMENT 004105 – FORM OF NON-COLLUSION AFFIDAVIT

PART 1 - SUMMARY

1.1 GENERAL

1. A copy of the Non-Collusion Affidavit is attached to the end of this Section. It will be the General Contractor's (Bidders) responsibility to complete this form in its entirety and submit it with and in his bid package.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the vendor who makes the final decision on prices and the amount bid in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the vendor with responsibilities for the preparation, approval or submissions of the bid.
4. In the case of a Bid submitted by a joint venture, each party to the venture must be identified in the Bid documents, and an affidavit must be submitted separately on behalf of each party.
5. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF DOCUMENT 004105

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**NON-COLLUSION AFFIDAVIT
(MUST BE EXECUTED & RETURNED WITH PROPOSAL)**

State of Mississippi

County of _____

I state that I am _____ of _____
(Title) (Name of Company)

and that I am authorized to make this affidavit on behalf of my company, and its owners, directors, and officers, I am the person responsible in my company for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this Bid have been arrived at independently and without consultation, communication or agreement with any other contractor, participating vendor or potential vendor.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor the approximate amount of this bid, have been disclosed to any other company or person who is a submitting a Bid or potential vendor and they will not be disclosed before the Bid opening.

(3) No attempt has been made or will be made to induce any company or person to refrain from submitting a bid.

(4) The Bid of my company is made in good faith and not pursuant to any agreement or discussion with or inducement from, any company or person to submit a complementary or other noncompetitive bid.

(5) _____, its affiliates, subsidiaries,
(Name of Company)
officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to quoting on any public contract, except as follows:

I state that _____ understands and acknowledges
(Name of Company)

that the above representations are material and important and will be relied on by the **Meridian Public School District** when recommending for award the contract(s) for which this Bid is submitted, I understand and my company understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the **Meridian Public School District** of the true facts relating to the submission of bids for this contract.

(Print Name of Authorized Person and Company Position)

Signature of Authorized Person

Sworn to and subscribed before me this _____ day of _____, 20____

_____ My commission expires _____

Notary Public

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DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: _____.
- B. Project Name: 22034.06 MPSD Crestwood Elementary Addition ESSER 3.
- C. Project Location: 730 Crestwood Drive, Meridian, MS 39301.
- D. Owner: Meridian Public School District, 1019 25th Avenue, Meridian, MS 38391.
- E. Architect: Dale | Bailey, An Association, One Jackson Place, Suite 250, 188 East Capitol Street, Jackson, MS 39201-2100.
- F. Architect Project Number: 22034.06.

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Dale | Bailey and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. _____ Dollars

(\$_____).

Davis Bacon Wages are required in Base Bid.

The above amount may be modified by amounts indicated by the Bidder on the attached Document 004322 "Unit Prices Form" and Document 004323 "Alternates Form."

1.3 ALLOWANCES. Include the allowances below. Refer to section 012100-ALLOWANCES.

- A. Allowance No. 01: Lump Sum Contingency Allowance of One Hundred Twenty Thousand Dollars (\$120,000.00).
- B. Allowance No. 02: Hardware Allowance of One Hundred Twenty-Four Thousand Dollars (\$124,000.00).
- C. Allowance No. 03: Fencing Contingency Allowance of Thirty-Five Thousand Dollars (\$35,000.00).
- D. Allowance No. 04: Over Excavation of Soils at Foundations Allowance of Seventy-Five Thousand Dollars (\$75,000.00).

1.4 UNIT RATES. Refer to Section 012200 – Unit Rates for description.

- A. Provide unit rate for 6' tall vinyl coated chain link fence to be calculated in 8' horizontal lengths.
_____ per 8' LF.
- B. Provide unit rate for additional depths of undercutting at foundations required to meet soil requirements beyond requirements in base bid. All Labor and Material for additional work shall be included.
_____ per Square Yard (SY).

1.5 ALTERNATES. Refer to Section 012300 - Alternates for description of Alternates.

Davis Bacon Wages are required in all alternates.

- A. Additive Alternate No. 01: Provide floor, structure, and all new construction as indicated in contract documents for additional 2 classrooms.
_____ Dollars
(\$_____).
- B. Additive Alternate No. 02: Provide floor, structure, and all new construction as indicated in contract documents for additional east building including toilets, storage, etc.
_____ Dollars
(\$_____).
- C. Additive Alternate No. 03: Provide retaining wall for grading as shown on Civil documents so that existing asphalt is not reduced.
_____ Dollars
(\$_____).
- D. Additive Alternate No. 04: Provide sidewalk and grading as indicated on Civil documents for new ADA walk to existing asphalt from new addition.
_____ Dollars
(\$_____).

1.6 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 90 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:
 - 1. _____ Dollars
(\$_____).

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier’s check, certified check, U.S. money order, or bid bond.

1.7 SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts for the portions of the Work indicated:

PLUMBING CONTRACTOR - Indicate: Non-DBE Firm, MBE Firm or WBE Firm

Name: _____ License Number: _____

HVAC CONTRACTOR - Indicate: Non-DBE Firm, MBE Firm or WBE Firm

Name: _____ License Number: _____

ELECTRICAL CONTRACTOR - Indicate: Non-DBE Firm, MBE Firm or WBE Firm

Name: _____ License Number: _____

(OTHER CONTRACTOR) - Indicate: Non-DBE Firm, MBE Firm or WBE Firm

Name: _____ License Number: _____

(OTHER CONTRACTOR) - Indicate: Non-DBE Firm, MBE Firm or WBE Firm

Name: _____ License Number: _____

1.8 TIME OF COMPLETION

- A. Successful bidder shall begin the Work on receipt of the Notice to Proceed and shall complete the Work by Substantial Completion July 23, 2024. The work is subject to liquidated damages.

1.9 ACKNOWLEDGMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated _____.
2. Addendum No. 2, dated _____.
3. Addendum No. 3, dated _____.
4. Addendum No. 4, dated _____.

1.10 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
 - 1. Bid Form Supplement - Bid Bond Form (AIA Document A310-2010).
 - 2. 004105 Non-Collusion Affidavit (Found in section 004105). Must accompany bid or bid will be disqualified.
 - 3. Debarment Verification Form (Found in section 000820 – FEDERAL REQUIREMENTS).

1.11 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor for the type of work proposed in Mississippi, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.12 SUBMISSION OF BID

- A. Respectfully submitted this _____ day of _____, 2023.
- B. Submitted By: _____ (Name of bidding firm or corporation).
- C. Authorized Signature: _____ (Handwritten signature).
- D. Signed By: _____ (Type or print name).
- E. Title: _____ (Owner/Partner/President/Vice President).
- F. Witnessed By: _____ (Handwritten signature).
- G. Attest: _____ (Handwritten signature).
- H. By: _____ (Type or print name).
- I. Title: _____ (Corporate Secretary or Assistant Secretary).
- J. Street Address: _____.
- K. City, State, Zip: _____.
- L. Email: _____.
- M. Phone: _____.
- N. License No.: _____.
- O. Federal ID No.: _____ (Affix Corporate Seal Here).

END OF DOCUMENT 004113

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
 - 1. Lump-sum allowances.
 - 2. Contingency allowances.
- C. Related Requirements:
 - 1. Section 0140000 "Quality Requirements" for procedures governing the use of allowances for testing and inspection.
- D. The contingency allowance or any allowance shall have all overhead and profit added at bid time to the bid price, such that any expenditure of allowances cannot add any overhead and profit to them.

1.2 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Owner to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

1.3 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances in the form specified for Change Orders.

1.4 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.5 LUMP-SUM ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

1.6 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner are not included in the allowance and should be included in the contract sum and will not be charged as an addition to the contract sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
- C. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.7 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
 - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
 - 2. If requested, prepare an explanation and documentation to substantiate distribution of overhead costs and other markups.
 - 3. Submit substantiation of a change in scope of Work, if any, claimed in Change Orders related to unit-cost allowances.
 - 4. The Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
 - 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of Work has changed from what could have been foreseen from information in the Contract Documents.

2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 01: Lump Sum Contingency Allowance.
 1. Include the Sum of One Hundred Twenty Thousand Dollars (\$120,000.00) total for Construction Contingency Allowance.
- B. Allowance No. 02: Hardware Contingency Allowance.
 1. Include the Sum of One Hundred Twenty-Four Thousand Dollars (\$124,000.00) total for Hardware Construction Contingency Allowance.
 2. Allowance is for material only; installation should be included in base bid.
- C. Allowance No. 03: Additional Fencing Contingency Allowance.
 1. Include the Sum of Thirty-Five Thousand Dollars (\$35,000.00) total for additional fencing contingency for increasing the length of base bid fencing.
- D. Allowance No. 04: Over Excavation of Soils at Foundations Allowance.
 1. Include the Sum of Seventy-Five Thousand Dollars (\$75,000.00) total for over excavation of soils at foundations. Labor and material to be measured in SQ Yares.

END OF SECTION 012100

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SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
 - 1. Section 012100 "Allowances" for procedures for using unit prices to adjust quantity allowances.

1.2 DEFINITIONS

- A. Unit price is an amount incorporated into the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.3 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

- A. Unit Price No. 1. Vinyl Fencing.

1. Description: Vinyl Fencing: Provide unit rate for 6' tall vinyl coated chain link fence to be calculated in 8' horizontal lengths. All Labor and Material for additional work shall be included.
2. Unit of measurement: Per 8' Linear Feet

B. Unit Price No. 2. Dirt Fill & Undercut.

1. Description: Vinyl Fencing: Provide unit rate for additional depths of undercutting at foundations required to meet soil requirements beyond requirements in base bid. All Labor and Material for additional work shall be included.
2. Unit of measurement: Per Square Yard

END OF SECTION 012200