

**REQUEST FOR QUOTES  
FOR  
“CRAB UNLOADING PIER REPAIRS”**

MAYOR AND BOARD OF ALDERMEN  
PASS CHRISTIAN, MISSISSIPPI

Gentlemen:

Pursuant to your request for quotes, receivable until 2:00 P.M., on Wednesday, April 5, 2023, we \_\_\_\_\_ (Name of Company) residing at \_\_\_\_\_, do hereby submit our quote for the furnishing of labor, material and incidentals required to perform the work described below and in the accompanying technical specifications.

**GENERAL REQUIREMENTS:**

- (1) Contractor must furnish to the Owner proof of vehicular and public liability insurance in the amount of not less than \$1,000,000, prior to commencement of the work. The engineering firm of Covington Civil and Environmental, LLC and the City of Pass Christian shall be named as an additional insured on all liability policies with waiver of subrogation.
- (2) **Quote form must be sealed in an envelope and turned into the City Clerk no later than 2:00 p.m., Wednesday, April 5, 2023 at City Hall, located at 200 West Second Street, Pass Christian, MS 39571.**
- (3) Failure of the contractor to commence work under the terms of this contract within five (5) calendar days from the purchase order issue date or Notice to Proceed shall be justification for the cancellation of the contract without penalty to either party.
- (4) All work under this contract is to be substantially complete in thirty (30) calendar days and fully completed within forty-five (45) calendar days from the date when OWNER delivers purchase order to contractor and a Notice to Proceed (NTP) is issued by the Engineer. It is not intended for the NTP to be issued until the Contractor verifies all materials needed to complete the work are in place and available for installation. Failure of Contractor to proceed with the authorized work in a timely and efficient manner will be justification for the cancellation of this contract, as provided for herein.
- (5) Full payment for the completed work will be made upon satisfactory completion of the work, including all final restoration. If the contractor agrees to forego progress payments and will accept final payment as full payment for the work involved, the Owner will waive the requirement to provide payment and performance bonds provided the total amount of the quote is less than \$25,000. If progress payments will be requested for payment by the contractor or if the amount of the quote is in excess of \$25,000, payment and performance bonds will be required to be submitted with the executed contracts and insurance certificates.

- (6) The latest version of the EJCDC General Conditions shall be made a part of this contract although not reproduced herein.
- (7) The work involves furnishing of materials, equipment, labor, and incidentals necessary to perform services including but not limited to: selective demolition and reconstruction of the Crab Unloading Pier, which is just north of Pier P-1 along the bulkhead wall on West Harbor Drive.
- (8) Contractor shall be responsible for all maintenance of traffic, if any, and notifications of any road closures/detours to City departments and affected emergency operations personnel within the County. The notifications shall be printed in the local paper and shall be provided to the affected agencies/departments a minimum of 5 working days prior to initiating the road closure or detour.
- (9) It is the intent of this contract to perform selective demolition and to rebuild the Crab Unloading Pier to it's Pre-Hurricane Zeta Condition.
- (10) Reasonably implied parts of the work shall be done though absent from these specifications**
  - (a) Any part or item of the work which is reasonably implied or normally required to make the project satisfactorily operable and functional shall be performed by the Contractor and the expense thereof shall be included in the applicable unit prices or lump sum prices bid for the work. It is the intent of these specifications to provide the Owner with complete operable systems, subsystems, and other items of work. All miscellaneous appurtenances and other items of work that are incidental to meeting the intent of these specifications shall be considered as having been included in the applicable unit prices or lump sum prices bid for the work even though these appurtenances and items may not be specifically called for in this request.

**MATERIALS – See Attached Specifications**

**PAYMENT – QUOTE TO BE SUBMITTED ON THE ATTACHED FORM**

## ***SPECIAL PROVISIONS AND REGULATIONS***

### ***REQUIRED BY FEMA/MEMA***

For the purpose of clarification of the following contractual obligations, the Contracted Party shall contact the City's FEMA applicant agent:

**1. Access of Grantee, State of Mississippi, FEMA/MEMA and Others to Documents, Papers, and Books**

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

**2. Termination of Contract For Cause**

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

Notwithstanding the above, the Contracted Party shall not be relieved of liability to the City for damages sustained by virtue of any material breach of the Contract by the Contracted Party. As allowed by law, the Owner may withhold any payments to the Contracted Party for the purpose of setoff until such time as the exact amount of damages due the City from the Contracted Party is determined.

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

The Grantee may terminate this Contract any time by a notice in writing from the City to the Contracted Party. If the Contract is terminated by the Owner as provided herein, the Contracted Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contracted Party covered by this Contract, less payments of compensation previously made provided that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contracted Party shall be reimbursed (in addition to the above

payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contracted Party during the Contract period which are directly attributable to the incomplete portion of the services covered by this Contract.

**4. Records**

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

**5. Health and Safety Standards**

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

**6. Environmental Compliance**

Contracts, subcontracts, and subgrants of amounts in excess of \$150,000.00 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401- 7671q and the Federal Water Pollution Control Act (33 U.S.C. 1251 – 1387), and applicable Standards, Orders and Environmental regulations. The provisions shall require reporting of violations to the grantor agency and the U.S. EPA Regional Office for Enforcement.

**7. Energy Efficiency**

All participants in the projects shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).

**8. Changes**

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

between the City and the Contracted Party, shall be incorporated in written amendments to this Contract.

**9. Personnel**

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

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

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

**10. Anti-Kickback Rules**

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act"; Title 40 U.S.C. 3145) as supplemented by the Department of Labor Regulations,(29 CFR Part 3), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or Part by Loans or Grants from the United States". The Engineer and contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of contractors or subcontractors thereunder, except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

**11. Withholding of Salaries**

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

contracted party or subcontractor to the respective employees to whom they are due.

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

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

**13. Equal Employment Opportunity**

During the performance of this Contract, the Contracted Party agrees to comply with Executive Order 11246, and the regulations issued pursuant thereto (24 CFR 130 and 41 CFR Chapter 60 – 1.4(b), incorporated herein by reference, which provides that no person shall be discriminated against on the basis of race, color, religion, sexual orientation, gender identity, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts, contractors and subcontractors on Federal and Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employments, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training, including apprenticeship.

**14. Anti-Discrimination Clauses**

The Contracted Party will comply with the following clauses:

1. Title VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (24 CFR 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, or other protected classes, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance and the Contractor will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
2. Title VIII of the Civil Rights Act of 1968 (PL 90-284), as amended, administering all programs and activities relating to housing and

community development in a manner to affirmatively further fair housing, and taking action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services; and,

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

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

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

**16. Compliance with Local Laws**

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

**17. Subcontracting**

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

**18. Assignability**

The Contracted Party shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Grantee provided that claims for money due or to become due the Contracted Party from the Grantee under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

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

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

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

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



No employee, officer, or agent must participate in the selection, award or administration of any contract supported by the Federal Funds under this Grant if he or she has a real or apparent conflict of interest, nor may he or she solicit nor accept gratuities, favors or anything of monetary value from contractors or subcontractors under this agreement, all as provided under 2 CFR 200.318(c).

**20. Interest of Certain Federal Officers**

No member of or delegate to the Congress of the United States and no Resident Commissioner, shall be admitted any share or part of this Contract or to any benefit to arise therefrom. For contracts in excess of \$100,000, each contractor or subcontractor must file the required certification that it has complied with the Byrd Anti-Lobbying Amendment (31 USC 1352).

**21. Interest of Contractor**

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

**22. Political Activity**

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

**23. Davis-Bacon Act Requirements**

When required by Federal Program Legislation all prime construction contractors in excess of \$2,000 must comply with the Davis-Bacon Act (40 USC 3141-3144 and 3146-3148) as supplemented by the Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction". These statutes and regulations require that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended 40 U.S.C. 276a-276-a5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

**24. Uniform Act Requirements**

The Contracted Party will comply with all applicable requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630) and applicable State laws.

**25. Lead-Based Paint Requirements**

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

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

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

**27. Flood Insurance Purchase Requirements**

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

**28. Historic Preservation**

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

grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.

**29. Program Monitoring**

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

**30. Discrimination Due to Beliefs**

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

**31. Confidential Findings**

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

**32. Third-Party Contracts**

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

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

The Grantee shall include in all contracts with Participating Parties a provision that each Participating Party agrees that any duly authorized representative of

the State of Mississippi, FEMA/MEMA, the City, and the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the Project in which such Participating Party is involved until the completion of all close-out procedures respecting this grant.

**33. Excessive Force**

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

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

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

**35. Code of Standards of Conduct**

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

**36. Use of Influence**

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

- (1) No federally appropriated funds have been paid or will be paid, by or on behalf of the chief elected official, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the chief elected official shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

### **37. Rights to Inventions Made under Contract or Agreement**

If the Federal Funding for this Project shall meet the definition of a "funding agreement" under 37 CFR Section 401.2(a) and the City as the Owner is required to do so, the Contractor shall be required to comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Non-Profit Organizations and Small Business Firms under Government Contracts, Grants and Cooperative Agreements" and any applicable regulations issued by the Federal Awarding Agency.

### **38. Debarment and Suspension**

A contract award may not be made to a Contractor on the governmentwide Excluded Parties List System in the System for Award Management (SAM) in accordance with the OMB guidelines at 2 CFR 180 implementing applicable Executive Orders or to parties otherwise declared ineligible by other statutes, regulations or Orders.

### **39. Procurement of Recovered Materials**

As required by law the Contractor shall be required to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. All items procured must be designated in the guidelines of the EPA at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeding \$10,000. Procuring solid waste management services must be done in a manner that maximizes energy and resource recovery and an affirmative procurement program must be established for procurement of recovered materials identified in EPA guidelines.

### **39. Additional Provisions**

To the extent applicable and required by the City's grant documents, the Contracted Party will comply with the following laws and regulations:

1. The Endangered Species Act of 1973, as amended (16 USC 1531)
2. The Coastal Zone Management Act of 1972, as amended (16 USC 1451 et seq.)
3. The Safe Drinking Water Act of 1974, as amended (42 USC 300f-j26)
4. The Historical and Archeological Data Preservation Act, as amended (16 USC 469a-1 et seq.)
5. Executive Order 11990, Protection of Wetlands, May 24, 1977
6. Design and Construction Standards for accessibility for handicapped persons for public access and employment opportunities
7. The Resource Conservation and Recovery Act of 1976, as amended (42 USC 6901)
8. The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC 9601 et seq.) and the Superfund Amendments and Reauthorization Act of 1986, as amended.
9. The Drug-Free Workplace Act of 1988 Title V, Subtitle D.
10. Restrictions on Lobbying, Section 319 of P. L. 101-12
11. Executive Order 12549, Debarment and Suspension
12. American Indian Religious Freedom Act (42 USC 1996)
13. Environmental Quality Improvement Act, as amended (42 USC 4371 et seq.)
14. Executive Order 12088, Federal Compliance with Pollution Control Standards
15. Executive Order 11514, Protection and Enhancement of Environmental Quality, as amended
16. Executive Order 11593, Protection and Enhancement of Cultural Environment
17. Farmland Protection Policy Act (7 USC 4201)
18. Fish and Wildlife Coordination Act (16 USC 661 et seq.)
19. Noise Control Act (42 USC 4901 et seq.)
20. Environmental Justice in Minority Populations and Low Income Populations, Executive Order 12898
21. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794)
22. Age Discrimination Act of 1975, as amended (42 USC 6101 et seq.)
23. American with Disabilities Act of 1990, as amended (42 USC 12101 Et seq.) and the 2010 amendments thereto.

## ITEM NO. 1

### DEMOLITION

#### (A) SCOPE OF WORK

- (1) This work shall consist of the furnishing of all labor, tools, and services needed to remove damaged components of the Crab Unloading Pier at the West Pass Christian Harbor.
- (2) Disposal of all construction debris and demolition debris shall be in accordance with current FEMA EHP Guidelines. The Contractor shall provide written documentation demonstrating proper transport and ultimate disposal of all debris generated during the course of this project. This information shall be provided with each monthly payment application. Failure to provide this information will delay processing payment applications throughout the duration of the project. At a minimum, the contractor must provide documentation demonstrating the final disposal facility is permitted by the MS Department of Environmental Quality to accept the demolition and construction generated debris.

#### (B) MATERIALS

- (1) None.

#### (C) CONSTRUCTION REQUIREMENTS

- (1) All materials removed by Contractor under this item shall become the property of Contractor, and shall be disposed of off-site at Contractor's expense.
- (2) Contractor shall carefully disassemble the existing pier which is to be removed, using care to avoid the loss of hardware or other objects into the water.

#### (D) METHOD OF MEASUREMENT

- (1) Demolition will be measured as one Lump Sum for all demolition work required for each work area included in this contract.

#### (E) PAYMENT

- (1) Payment will be made under PAY ITEM NO.

1-A DEMOLITION – (CRAB UNLOADING PIER)

(\$ \_\_\_\_\_) Lump Sum

## ITEM NO. 2

### WOOD PIER SUBSTRUCTURE

#### (A) SCOPE OF WORK

- (1) This work shall consist of the furnishing of all materials, labor, tools, and services needed to replace missing or damaged main support beams (i.e., primary stringers) which support the pier deck stringers, and diagonal cross-brace members, if any, between pilings, all as shown in Drawing.
- (2) It is the intent of this contract to replace only those substructure members which are damaged to the extent that they are not serviceable. In case of doubt, Engineer's decision will be final.

#### (B) MATERIALS

- (1) Wood Timbers & Hardware (All Timbers other than Deck Stringers & Decking).
  - (a) Timbers shall match the existing damaged components which are authorized for replacement in nominal size and length.
  - (b) Timbers furnished under this item shall be No. 2 or better, Southern Pine S1S1E full cut, free of splits or other defects which in the Engineer's judgment will materially weaken the piece.
  - (c) All Timbers shall be treated with approved "oxide" form of CCA preservative, meeting A.W.P.A. Standard P-5 and Federal Standard TT-W-550.
  - (d) The treating process and results thereof shall meet Federal Specification TT-W-571. Not less than 2.50 pounds of CCA preservative per cubic foot (ppcf) of wood shall be injected, as determined by assay in accordance with A.W.P.A. Standard C-2. Supplier must certify that this requirement is met.
  - (e) All bolts, washers and nuts, used shall be heavily hot-dipped galvanized. Bolts shall be minimum diameter of  $\frac{3}{4}$ ", unless otherwise specified. Washers are required under all bolt heads and under all nuts, whether specifically shown in the Drawings or not. All washers shall be of the heavy duty "O.G." type, except where flat washers are required to avoid undesirable protrusion on the water side of the piers or on the top connection of the stringer to the main beam. In this case the bolt head and flat washer shall be recessed. Existing hardware may not be re-used.

#### (C) CONSTRUCTION REQUIREMENTS

- (1) Wood Timbers
  - (a) Timbers shall be accurately cut and fitted to fit as shown. No "springing" of the piling will be permitted.
  - (b) Hot-dipped galvanized hardware shall not be field cut.



**(D) METHOD OF MEASUREMENT**

- (1) Wood timber substructure on the Crab Unloading Pier shall be measured and paid for in accordance with the lump sum price included in the bid.
- (2) No separate payment will be made for bolts, fasteners, and other hardware used. These are absorbed items. Existing fasteners shall not be reused.

**(E) PAYMENT**

- (1) Payment will be made under PAY ITEM NO.

2-A            WOOD PIER TIMBER SUBSTRUCTURE – CRAB UNLOADING PIER  
                  (\$ \_\_\_\_\_) per LUMP SUM

## ITEM NO. 3

### WOOD PIER DECKING

#### (A) SCOPE OF WORK

- (1) This work shall consist of the furnishing of all materials, labor, tools, and services needed to construct wood pier deck, including deck stringers, etc. detailed in Drawings.
- (2) This material specification shall also pertain to the decking, stringers, handrail, etc. needed for the construction of the handicapped accessible ramps and stairs for the portable restrooms.
- (3) The work shall pertain to replacing secondary stringers and decking on the Crab Unloading Pier to match the existing material and sizes.

#### (B) MATERIALS

- (1) Wood Decking
  - (a) Decking material or handrails which are exposed to view shall be Southern Yellow Pine #1 Prime per the Southern Pine Inspection Bureau. Wane is limited to no more than 1/4" x 1/4", except that an occasional piece may have wane of 3/8" x 3/8" for no more than 12" along the length of the piece. These materials shall be pressure treated with copper azole (CA) Preservative in accordance with AWPAC UC4B, U1-11, and Standard T-1. Not less than 0.23 pounds of MCA preservative per cubic foot of wood shall be injected and retained, in accordance with AWPAC C2, C4, C9, C14, C15, C16, or ICBO ER4981 as appropriate. Supplier must certify that this requirement is met.
  - (b) Material used for stringers, which will not be exposed to view or readily touched by the public, shall be #2 Common Pine, pressure treated with Wolman CA preservative meeting AWPAC UC5C, U1-11, and Standard T-1. All material used for stringers shall be full cut timber. The treating process and results thereof shall meet AWPAC UC5C, U1-11, and Standard T-1. Not less than 2.5 pounds of CCA preservative per cubic foot of wood shall be injected, as determined by assay in accordance with A.W.P.A. Standard T-1. Supplier must certify that this requirement is met.
  - (c) All decking pieces shall be of nominal trade dimensions (not more than 1/2" smaller than nominal size in each dimension), surfaced S4S, and shall be free of knots, splits, and other defects which in the Engineer's judgment will materially weaken the piece.
  - (d) Treated wood shall be carefully handled with no sudden dropping, breaking of outer fibers, bruising, or penetrating the surface with tools, peaveys, cant hooks, pikes, hooks, or other pointed tools shall not be used in handling treated wood.
  - (e) Screws used for pier wood decking shall be three (3) #10 x 3", Type 316 stainless-steel, square-drive screws per stringer. If splitting becomes a problem, the contractor shall resort to pre-drilling the holes prior to nailing. Supplier must certify conformance with this requirement. If the contractor feels

that these sizes of screws are inadequate to achieve the desired effect, with the approval of the engineer, he shall substitute larger sizes of the same materials to be included in his bid.

- (f) Bolts, washers, and nuts shall be heavily hot-dip galvanized and shall be a minimum of  $\frac{3}{4}$ " diameter unless otherwise noted on the drawings. Heavy duty "O.G." type washers are required under all bolt heads and under all nuts, whether specifically shown on the drawings or not.
- (g) Stringers shall be attached to the main 3"x 10" cross beam (i.e., primary stringers) by using  $\frac{1}{2}$ " diameter x 16" long HDG lag bolts with flat washers. Bolt heads are to be recessed in the 3"x10" stringers and all holes are to be predrilled prior to installing the lag bolt.

### **(C) CONSTRUCTION REQUIREMENTS**

#### **(1) Wood Decking**

- (a) Stringers and planks shall be installed in accordance with standard carpentry practice as detailed in the Drawings. Edges of deck shall be installed true to line, grade and plumb, so as to present a pleasing appearance with uniform straight lines.
- (a) Deck planks shall be secured by means of three (3) #10 x 3", Type 316 stainless-steel, square-drive screws per stringer, minimum, predrilled, if necessary, into each longitudinal stringer. Gaps of no more than one-eighth inch shall be left between each plank.
- (b) Where required, planks shall be trimmed or cut to fit around piles or other obstructions, at no additional cost.

#### **(2) ~~FRP Decking~~**

- ~~(a) FRP decking shall be fastened to the stringers using #14x 4", Type 316 Stainless Steel screws with a Type 316 Stainless Steel G clip, "R" top plate on 12" centers, or as recommended by the manufacturer.~~
- ~~(b) The FRP decking material shall have a minimum open area of 40%. FRP Decking material shall be manufactured by~~
- ~~(c) On the outer stringers, unless otherwise approved or recommended by the manufacturer, FRP panels shall be joined in the longitudinal direction using a Type 316 stainless steel strap measuring  $\frac{1}{8}$ " thick x 2" wide and 12" long with four (4), stainless steel  $\frac{3}{8}$ " 7x4" hex head lag bolts (i.e., two on each side of the joint). These straps shall be installed on each outside stringer at the joint of each of the panels. Lateral connections of the panels and longitudinal connections on the interior stringers shall be made using #14x4", Type 316 Stainless Steel screws with a Type 316 stainless steel G clip "R" top plate with one on each side of the joint. The contractor shall be required to ensure that all lateral connections of the panels shall be joined at the centerline of the stringers and shall field cut the material accordingly.~~
- ~~(d) Field cut and drill fiberglass reinforced plastic products with carbide or diamond tipped bits and blades. Seal cut or drilled surfaces in accordance with manufacturer's instructions.~~
- ~~(e) Stringers shall be attached to the main cross beams using  $\frac{1}{2}$ " diameter x HDG lag bolts with flat washers. The length of the bolts shall be sufficient to achieve an embedment of at least  $\frac{1}{2}$  of the overall depth of the main beam.~~

~~Bolt heads are to be recessed in the stringers and all holes are to be predrilled prior to installing the lag bolt.~~

**(D) METHOD OF MEASUREMENT**

- (1) Wood pier decking for the Crab Unloading Pier shall include everything above the 3" x 10" main cross beams (primary stringers), including but not limited to all 2"x8" decking, 3"x10" secondary stringers, fastening hardware, etc. Work included shall be measured as LUMP SUM.
- (2) No separate payment will be made for bolts, screws, and hardware used. These are absorbed items. Reuse of existing hardware is not permitted.

**(E) PAYMENT**

- (1) Payment will be made under PAY ITEM NO.

3-A      WOOD PIER DECKING, CRAB UNLOADING PIER – (INCLUDES STRINGERS AND DECKING, HARDWARE, ETC.)

(\$ \_\_\_\_\_) per LUMP SUM

## **ITEM NO. 4**

### **SALVAGE**

#### **(A) SCOPE OF WORK**

- (1) This work shall consist of all labor, materials, equipment, tools, storage facilities and costs, and any services required for the proper removal and eventual salvage of any salvageable materials designated for removal or replacement as a part of this Contract.
- (2) The Contractor shall be responsible for the proper cleaning of all materials removed from the site. Materials designated for salvage may require additional cleaning or preparation in order to comply with any and all applicable laws or requirements of the salvager.

#### **(B) MATERIALS**

- (1) None expected.

#### **(C) CONSTRUCTION REQUIREMENTS**

- (1) Contractor shall have the sole responsibility to identify which existing items may be salvaged from the job.
- (2) Contractor shall be wholly responsible for all elements of the salvage process, including removal from the site, cleaning, transport, storage, and any other materials or services necessary to salvage the item.
- (3) After all items have been removed from the site and prior to final payment, Contractor shall present a list, organized and sorted by type of material removed, indicating the total number of all materials removed from the site and salvaged.

#### **(D) METHOD OF MEASUREMENT**

- (1) Salvage of items removed from the site shall be measured as a lump sum, and shall be the total value of all items, of each respective type, removed from the job which Contractor deems as having any salvage value. Based on the Bid Proposal, values assigned to Salvage of removed items represent a reduction of the overall contract price.

#### **(E) PAYMENT**

- (1) Payment will be made under PAY ITEM NO.

4-A SALVAGE OF MISCELLANEOUS ITEMS

(\$\_\_\_\_\_) per lump sum

Quote Form

Quote of \_\_\_\_\_  
 (hereinafter called "Contractor"), organized and existing under the laws of the State of \_\_\_\_\_  
 doing business as \_\_\_\_\_ \*

To City of Pass Christian, Mississippi, (hereinafter called "Owner").

Gentlemen:

The Contractor, in compliance with your Request for Quotes for:

CITY OF PASS CHRISTIAN  
 CRAB UNLOADING PIER REPAIRS

having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Contractor hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 30 consecutive calendar days thereafter as stated hereafter in this proposal.

Contractor acknowledges receipt of the following addendum:

\_\_\_\_\_  
 \*Insert corporation, partnership or individual as applies

Complete unit price in words and figures under Item Description and the Extension (Unit Price x Quantity) in figures.

Bidder agrees to perform all the work described in the specifications and shown on the plans, for the following unit prices:

BASE BID			
NO.	ITEM DESCRIPTION	QUANTITY	EXTENSION
1-A	DEMOLITION - CRAB UNLOADING PIER	1 L.S.	
			\$ _____
		( \$ _____ )	
2-A	WOOD TIMBER PIER SUBSTRUCTURE - CRAB UNLOADING PIER	1 LS	
			\$ _____
		( \$ _____ )	
3-A	WOOD PIER DECKING, CRAB UNLOADING PIER – (INCLUDES STRINGERS AND DECKING, HARDWARE, ETC.)	1 LS	
			\$ _____
		( \$ _____ )	
4-A	SALVAGE OF MISCELLANEOUS ITEMS	1 LS	
			\$ _____
		( \$ _____ )	
<b>TOTAL QUOTE:</b>			
		( \$ _____ )	
(AMOUNTS ARE TO BE IN WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN.			

Contractor understands that the Owner reserves the right to reject any or all quotes.

The Contractor agrees that this quote shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving quotes.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract within 10 days and deliver a Surety Bond or Bonds (if applicable) as required by Article 5 of the General Conditions.

is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated

Respectfully submitted:

By \_\_\_\_\_

Title \_\_\_\_\_

(SEAL - if quote is by corporation)

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Cert. of Resp. No. \_\_\_\_\_