

S E C T I O N 9 0 5 - P R O P O S A L

Last Edited 6/12/2018

Date May 12, 2020

TO: Department of Public Works
City of Ridgeland, Mississippi

Sirs: The following proposal is made on behalf of Diamond Electrical Company, Inc.
of P.O. Box 15501, Baton Rouge, LA 70895-5501
(13050 Airline Highway, Baton Rouge, LA 70817)

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

The plans are composed of drawings and blue prints on file in the offices of the Public Works Department of the City of Ridgeland, Mississippi, at the Ridgeland City Hall, 304 Highway 51, Ridgeland, Mississippi 39157 or Neel-Schaffer, Inc., 125 S. Congress Street, Suite 1100, Jackson, Mississippi 39201.

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of the Mississippi Department of Transportation approved by the Federal Highway Administration, except where superseded or amended by the plans, Special Provisions and Notice(s) to Bidders attached hereto and made a part thereof.

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

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

I (We) acknowledge that this proposal will be found irregular and/or non-responsive unless a certified check, cashier's check, or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law) is submitted electronically with the proposal or is delivered to the office of City Clerk located at 219 South President St, Jackson, Mississippi prior to the bid opening time specified in the advertisement.

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

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

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

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

SECTION 905 - PROPOSAL (CONTINUED)

Last Edited 6/12/2018

I (We) shall submit electronically with our proposal or deliver prior to the bid opening time a certified check, cashier's check or bid bond for **five percent (5%) of total bid** and hereby agree that in case of my (our) failure to execute the contract and furnish bond within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the State of Mississippi as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

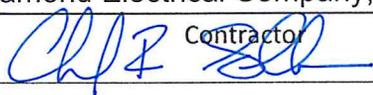
I (We) hereby certify by conventional signature below of a paper bid submission, or by digital signature of an electronic submission via any authorized electronic submittal software, of the Section 905 proposal below, that all certifications, disclosures and affidavits incorporated herein are deemed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

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

ADDENDUM NO. 1 DATED 5/6/2020 ADDENDUM NO. _____ DATED _____
ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATED _____

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

- ADDENDUM NO. 1:
- a. REPLACE Table of Contents (2 pages)
- b. ADD NTB 7600 immediately following NTB 7500
- c. REPLACE: Section 905, Page 2 with this revised page dated: 5/6/2020

Respectfully submitted,
 DATE: May 12, 2020
Diamond Electrical Company, Inc.
 BY:  Contractor
 TITLE: Vice President
 ADDRESS: P.O. Box 15501
 CITY: Baton Rouge, LA 70895-5501
 PHONE: (225) 752-7492
 FAX: (225) 756-4569
 EMAIL: cscallan@deco-la.com

Bid Schedule

Project Number STP-7354-00(005)LPA / 108011 - 701000
 County MADISON
 Project Description City of Ridgeland - New Traffic Signals at Highland Colony P

I (We) agree to complete the entire project within the specified contract time.

*****SPECIAL NOTICE TO BIDDERS*****

BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED.

BIDS WILL NOT BE CONSIDERED UNLESS THE BID CERTIFICATE LOCATED AT THE END OF THE BID SHEET IS SIGNED.

Line No.	Pay Item No.	Plan Quantity	Unit	Description	Unit Price	Item Total
10	202-B088	36	LF	Removal of Curb & Gutter, All Types	122.00	4,392.00
20	203-EX041	90	CY	Borrow Excavation, AH, LVM, Class B9-6	244.00	21,960.00
30	203-G002	45	CY	Excess Excavation, LVM, AH	244.00	10,980.00
40	216-B001	500	SY	Solid Sodding, Bermuda	13.47	6,735.00
50	219-A001	10	KGAL	Watering	\$20.00	\$200.00
60	234-A001	250	LF	Temporary Silt Fence	6.12	1,530.00
70	237-A002	250	LF	Wattles, 20"	24.45	6,112.50
80	608-B001	275	SY	Concrete Sidewalk, With Reinforcement	220.03	60,508.25
90	907-608-C001	358	SF	Detectable Warning Panels	183.36	65,642.88
100	609-D001	36	LF	Combination Concrete Curb and Gutter Type 1	122.00	4,392.00
110	616-A001	13	SY	Concrete Median and/or Island Pavement, 10-inch	306.00	3,978.00
120	616-A004	30	SY	Concrete Median and/or Island Pavement, 4-inch	244.00	7,320.00
130	618-A001	1	LS	Maintenance of Traffic	21,277.00	21,277.00
140	618-B001	1	SF	Additional Construction Signs	\$10.00	\$10.00
150	620-A001	1	LS	Mobilization	102,644.00	102,644.00
160	626-H005	4,374	LF	Thermoplastic Legend, White	3.67	16,052.58

Line No.	Pay Item No.	Plan Quantity	Unit	Description	Unit Price	Item Total
170	628-L001	1,944	LF	High Performance Cold Plastic Legend, White	7.33	14,616.02
180	630-A001	2	SF	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	131.00	262.00
190	630-A003	9	SF	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness	192.00	1,728.00
200	907-632-A007	2	EA	Solid State Traffic Cabinet Assembly, Type III Cabinet, Type 1 Controller	20,308.00	40,616.00
210	907-632-J001	2	EA	Power Service Pedestal	4,155.00	8,310.00
220	907-632-PP001	2	EA	Traffic Signal Remote Monitoring System	7,172.00	14,344.00
230	907-633-A001	2	EA	Uninterruptable Power Supply	12,383.00	24,766.00
240	907-634-A047	1	EA	Traffic Signal Equipment Pole, Type II(L), 30' Shaft, 55' Arm	26,887.00	26,887.00
250	907-634-A048	1	EA	Traffic Signal Equipment Pole, Type II(L), 30' Shaft, 60' Arm	26,942.00	26,942.00
260	907-634-A545	1	EA	Traffic Signal Equipment Pole, Type VI, 8' Shaft	2,435.00	2,435.00
270	907-634-A549	2	EA	Traffic Signal Equipment Pole, Type II(L), 21' Shaft, 50' Arm	25,306.00	50,612.00
280	907-634-A550	3	EA	Traffic Signal Equipment Pole, Type II(L), 21' Shaft, 55' Arm	27,625.00	82,875.00
290	907-634-A551	1	EA	Traffic Signal Equipment Pole, Type II(L), 21' Shaft, 60' Arm	27,680.00	27,680.00
300	907-634-C001	32	CY	Pole Foundations, Class "B" Concrete	1,222.00	39,104.00
310	635-A059	13	EA	Traffic Signal Head, Type 1	803.00	10,439.00
320	635-A061	4	EA	Traffic Signal Head, Type 2	803.00	3,212.00
330	635-A065	4	EA	Traffic Signal Head, Type 2 FYA	1,209.00	4,836.00
340	635-A070	3	EA	Traffic Signal Head, Type 3	1,182.00	3,546.00
350	635-A076	14	EA	Traffic Signal Head, Type 6	706.00	9,884.00
360	907-636-B003	1,045	LF	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 10, 2 Conductor	1.68	1,755.60
370	907-636-B014	2,105	LF	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 5 Conductor	1.53	3,220.65
380	907-636-B016	1,135	LF	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 8 Conductor	1.87	2,122.45
390	907-636-B025	105	LF	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 6, 3 Conductor	3.84	403.20

Line No.	Pay Item No.	Plan Quantity	Unit	Description	Unit Price	Item Total
400	907-636-D001	120	LF	Electric Cable, Aerial Supported in Conduit, IMSA 20-1, AWG 10, 2 Conductor	1.68	201.60
410	907-636-D006	152	LF	Electric Cable, Aerial Supported in Conduit, IMSA 20-1, AWG 14, 5 Conductor	1.53	232.56
420	907-636-D008	540	LF	Electric Cable, Aerial Supported in Conduit, IMSA 20-1, AWG 14, 8 Conductor	1.87	1,009.80
430	907-637-A002	7	EA	Pullbox Enclosure, Type 2	1,099.00	7,693.00
440	907-637-A003	3	EA	Pullbox Enclosure, Type 3	1,563.00	4,689.00
450	907-637-C028	125	LF	Traffic Signal Conduit, Underground, Type 4, 2"	10.42	1,302.50
460	907-637-C030	225	LF	Traffic Signal Conduit, Underground, Type 4, 3"	11.56	2,601.00
470	907-637-D002	1,840	LF	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 2"	14.67	26,992.80
480	907-637-D003	1,500	LF	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 3"	20.78	31,170.00
490	907-643-A004	4	EA	Video Vehicle Detection Sensor, Type 1A	5,681.00	22,724.00
500	907-643-B001	805	LF	Video Vehicle Detection Cable	3.16	2,543.80
510	907-643-E001	4	EA	Multi-Sensor Vehicle Detection Sensor	12,773.00	51,092.00
520	907-643-F001	810	LF	Multi-Sensor Vehicle Detection Cable	3.16	2,559.60
530	907-645-B001	14	EA	Accessible Pedestrian Detection Assembly	1,099.00	15,386.00
540	907-650-A003	2	EA	On Street Video Equipment, PTZ Type	5,639.00	11,278.00
550	907-653-A001	50	SF	Traffic Sign	57.00	2,850.00
560	907-653-B001	198	SF	Street Name Sign	76.66	15,178.68
570	907-659-A001	1	LS	Traffic Management Center Modifications	49,237.00	49,237.00
580	907-659-C001	1	LS	Traffic Management Center Modifications - Training	22,889.00	22,889.00
590	907-661-B002	1,040	LF	Fiber Optic Drop Cable, 12 SM	4.89	5,085.60
600	907-663-A001	2	EA	Network Switch, Type A	2,275.00	4,550.00
610	699-A001	1	LS	Roadway Construction Stakes	4,255.00	4,255.00
620	L00009 - 907-630-PP500	1	EA	Decorative Sign Post, Per Plans	1,194.00	1,194.00
					Total Bid Amount	1,021,045.07

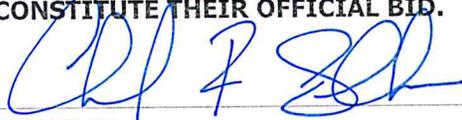
1. I/We agree that no less than 3 percent shall be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE and WBE).

2. Classification of Bidder: Small Business (DBE) _____ Small Business(WBE) _____

3. A joint venture with a Small Business (DBE/WBE): YES _____

*** SIGNATURE STATEMENT ***

BIDDER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFY THAT THE FIGURES SHOWN THEREIN CONSTITUTE THEIR OFFICIAL BID.



BIDDER'S SIGNATURE



AIA[®]

Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

**Diamond Electrical Company, Inc.
P.O. Box 15501
Baton Rouge, LA 70895-5501**

SURETY:

(Name, legal status and principal place of business)

**Western Surety Company
P.O. Box 5077
Sioux Falls, SD 57117**

OWNER:

(Name, legal status and address)

**City of Ridgeland
304 Highway 51
Ridgeland, MS 39157**

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

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

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

PROJECT:

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

City of Ridgeland, Madison County Mississippi, "Highland Colony Parkway-Renaissance Driveways Traffic Signal Improvements", Federal Aid Project No. STP-7354-00(005) LPA 108011-701000, Special Provision No. 907-102-4-LPA

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

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

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

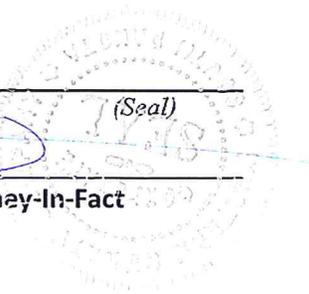
Signed and sealed this **12th** day of **May**, **2020**

Catherine Cimino
(Witness) Catherine Cimino

Diamond Electrical Company, Inc.
(Contractor as Principal) [Signature] (Seal)
(Title) CHAD R SCALLAN, VICE PRESIDENT

Louise Loupe
(Witness) Louise Loupe

Western Surety Company
(Surety) [Signature] (Seal)
(Title) Troy P Wagener, Attorney-In-Fact



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John B Sneed, Individually, of Gulfport, MS
Jim E Brashier, Troy P Wagener, Loren Richard Howell, Jr, Kathleen Scarborough, Susan Skrmetta, Dewey Brashier, Individually, of Biloxi, MS
Ross Bell, Richard Teb Jones, Mary J Norval, David R Fortenberry, Kim Barhum, Individually, of Hattiesburg, MS
Sharon Tuten, Chris Boone, John R Pittman, Sr, Individually, of Jackson, MS
John Nance, Individually, of Tupelo, MS
Andrew P Underwood, Individually, of Mobile, AL

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of September, 2016.



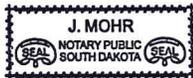
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 22nd day of September, 2016, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12 day of May, 2020.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



**Certification with regard to the Performance of Previous
Contracts or Subcontracts subject to the Equal Opportunity
Clause and the filing of Required Reports**

The Bidder X , proposed Subcontractor , hereby certifies that he has X , has not , participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he has X , has not , filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Diamond Electrical Company, Inc.

(COMPANY)
BY Chad R. Scallan 

Vice President

(TITLE)

DATE: May 12, 2020

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and Subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime Contractors and Subcontractors who have participated in a previous contract or subcontract subject to the Executive orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such Contractors submit a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

NON-COLLUSION AFFIDAVIT
(Execute in duplicate)

I, Chad R. Scallan,
(Name of person signing affidavit)

individually, and in my capacity as Vice President of
(Title)

Diamond Electrical Company, Inc. do hereby certify under
(Name of Firm, Partnership, or Corporation)

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

on Project No. STP-7354-00(005) LPA / 108011-701000,

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

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal
owners, managers, auditors and others in a position of administering federal funds:

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

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

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

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

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

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

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

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

Executed on May 12, 2020



Signature

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

NON-COLLUSION AFFIDAVIT (Execute in duplicate)

I, Chad R. Scallan
(Name of person signing affidavit)

individually, and in my capacity as Vice President of
(Title)

Diamond Electrical Company, Inc. do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that Diamond

Electrical Company, Inc., Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. STP-7354-00(005) LPA / 108011-701000

in Madison County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

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

Initial here " _____ " if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

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

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

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

- 1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

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

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

Executed on May 12, 2020



 Signature

LOCAL PUBLIC AGENCY (LPA)

SECTION 902

CONTRACT FOR STP-7354-00(005) LPA / 108011-701000 - TRAFFIC SIGNAL INSTALLATIONS

LOCATED IN THE COUNTY OF MADISON

STATE OF MISSISSIPPI,

This contract entered into by and between the Local Public Agency City of Jackson, Mississippi

_____ (hereinafter "LPA") on one hand, and the undersigned contractor, on the other witnesseth;

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

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

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

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

The Contractor agrees that all labor as outlined in the Special Provisions may be secured from list furnished by **Manager, WIN Job Center nearest the project**

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

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

Witness our signatures this the _____ day of _____, 20____.

Contractor(s)

By _____

Title _____

Signed and sealed in the presence of:
(Names and address of witnesses)

By _____

LPA Official

LPA Clerk

Award authorized by the LPA in session on the _____ day of _____, 20____, as recorded _____

LOCAL PUBLIC AGENCY (LPA)

S E C T I O N 9 0 3
PERFORMANCE AND PAYMENT BOND

CONTRACT BOND FOR STP-7354-00(005) LPA / 108011-701000

LOCATED IN THE COUNTY OF MADISON

STATE OF MISSISSIPPI,

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

(hereinafter "Principal"), a _____

residing at _____ in the State of _____

and _____
(Surety)

residing at _____ in the State of _____

authorized to do business in the State of Mississippi, under the laws thereof, as surety, are held and firmly bound unto the Local Public Agency _____, (hereinafter "LPA"), in the sum of _____

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

The conditions of this bond are such, that whereas the said Principal, has (have) entered into a contract with the LPA, bearing the date of _____ day of _____ A.D. _____ hereto annexed, for the construction of certain project(s) in the State of Mississippi as mentioned in said contract in accordance with the Contract Documents therefor, on file in the offices of the LPA.

Now therefore, if the above bounden Principal in all things shall stand to and abide by and well and truly observe, do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said contract, contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the material and equipment specified in said contract in strict accordance with the terms of said contract which said plans, specifications and special provisions are included in and form a part of said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in Subsection 109.11 of the approved specifications, and save harmless said LPA from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said principal (s), his (their) agents, servants, or employees in the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by the LPA at the instance of any officer of the LPA authorized in such cases, for double any amount in money or property,

LOCAL PUBLIC AGENCY (LPA)

the LPA may lose or be overcharged or otherwise defrauded of, by reason of wrongful or criminal act, if any, of the Contractor(s), his (their) agents or employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages, any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the LPA Official, all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

_____	_____
(Contractors) Principal	Surety
By _____	By _____
	(Signature) Attorney in Fact
	Address: _____

Title _____	_____
(Contractor's Seal)	(Printed) Mississippi Agent

	(Signature) Mississippi Agent
	Address: _____

	(Surety Seal)

	Mississippi Insurance ID Number

**Guidance for Federal Spending Transparency:
Subaward and Executive Compensation Data
Reporting Requirements for FFATA Implementation**

Summary

1. Prime awardees and sub awardees of Federal financial assistance must report executive compensation data if they meet the statutory reporting thresholds. For the Federal-aid Highway Program, this means that the State, and any subawardees of Federal-aid funds through the State, is subject to the executive compensation reporting requirement.

- names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

Background

Beginning October 1, 2010, guidance directs compliance with the Transparency Act to report prime and first-tier subaward data. Federal agencies and prime awardees will report to ensure disclosure of Federal contract and grant subaward and executive compensation data.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants.

Specifically, the Transparency Act's section 2(b)(1) requires the Office of Management and Budget ("OMB") to ensure the establishment of a publicly available website that contains the following information about each Federal award:

- name of the entity receiving the award;
- amount of the award;
- information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number, program source, award title descriptive of the purpose of each funding action;

- location of the entity receiving the award and primary location of performance under the award, including city, State, congressional district, and country;
- unique identifier of the entity receiving the award and the parent entity of the recipient, should the entity be owned by another entity; and
- names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

STP-7354-00(005) LPA/108011-701000

I/we received quotes from the following firms on Project No: _____
County: Madison

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

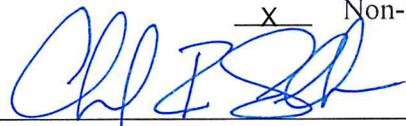
Firm Name: Traffic Control Products, Inc.
Contact Name/Title: Danny Berry
Firm Mailing Address: P.O. Box 820, Brandon, MS 39043
Phone Number: 601-939-2415
 DBE Firm Non-DBE Firm

Firm Name: All Phase Electric Supply
Contact Name/Title: Andrew Harwell
Firm Mailing Address: 3420 25th Ave., Gulf Port, MS 39501
Phone Number: 228-863-3177
 DBE Firm Non-DBE Firm

Firm Name: Temple, Inc.
Contact Name/Title: Blair Temple
Firm Mailing Address: P.O. Box 2066, Decatur, AL 35602
Phone Number: 800-633-3221
 DBE Firm Non-DBE Firm

Firm Name: Bull Dog Construction Co.
Contact Name/Title: Eric Durham
Firm Mailing Address: P.O. Box 1936, Madison, MS 39130
Phone Number: 601-853-4242
 DBE Firm Non-DBE Firm

Firm Name: Bron Contractors, Inc.
Contact Name/Title: Craig Gautreau
Firm Mailing Address: 8631 Greenwell Springs Rd., Baton Rouge, 70814
Phone Number: 225-752-6669
 DBE Firm Non-DBE Firm



SUBMITTED BY (Signature)
Diamond Electrical Company, Inc.

FIRM NAME

Submit this form to the LPA as a part of your bid package. If this form is not signed and included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504.

Please make copies of this form when needed and also add those copies to the bid package.

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

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

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

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

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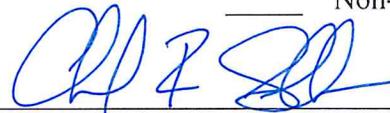
Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

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

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

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

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Contact Name/Title: _____
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Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm



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Diamond Electrical Company, Inc.

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Please make copies of this form when needed and also add those copies to the bid package.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SAM.GOV Registration and DUNS Number

Bidders are advised that the Prime Contractor must maintain current registration in the **System for Award Management** (<http://www.sam.gov>) at all times during the project. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the System for Award Management.

Bidders are advised that prior to the award of this contract, they **MUST** be registered in the System for Award Management.

I (We) acknowledge that this contract cannot be awarded if I (We) are not registered in the System for Award Management prior to the award of this contract. YES (Yes / No)

I (We) have a DUNS Number . YES (Yes / No)

DUNS Number: 06-547-8836

Company Name: Diamond Electrical Company, Inc.

Company e-mail address: cscallan@deco-la.com