

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: April Havens, Grants & Projects Manager
Through: Chandra Nicholson, Economic Development and Planning Director
Date: March 29, 2016
Subject: Allen Road (East Lake Blvd) Improvements Contract Award

REQUEST:

The Economic Development & Planning Department requests authorization to Award and Execute a Contract with Floore Industrial Contractors for the Allen Road Improvements Project in an amount not to exceed \$643,000.

BACKGROUND:

City Council approved entering into a Capital Improvements Revolving Loan Program (CAP) Agreement (Order # 199-2012, August 21, 2012) with the Mississippi Development Authority to complete capital improvements including promenade enhancements on Allen Road. This project was previously bid, but all bids received came in over budget, so the project was scaled back and rebid.

DISCUSSION:

The improvements will consist of repaving and widening the roadway from two lanes to a boulevard section with a median and turn lanes. The project limits will be from the west end of the lake to just past Dobson Road. Eight bids were received March 15, 2016. The lowest and best bid received was from Floore Industrial Contractors, of Moss Point, for a total of \$643,000.

RECOMMENDATION:

The Economic Development and Planning Department recommends that City Council authorize staff to Award and Execute a Contract with Floore Industrial Contractors for the Allen Road Improvements Project.

The City Council may:

1. Authorize the Award and Execution of the Contract; or
2. Reject all bids and modify the scope; or
3. Reject all bids and re-advertise.

ATTACHMENT(S):

1. Official Bid Tabulation
2. Contract

March 21, 2016

Ms. Chandra Nicholson, P.E.
Director of Economic Development
City of Gautier
3330 Highway 90
Gautier, MS 39553

**RE: Allen Road Improvements Project
Gautier, Mississippi**

Dear Ms. Nicholson:

As you know, bids were received on March 15, 2016 at the Gautier Council Chambers for the above referenced project. Eight (8) bids were received. We have prepared and enclosed a bid tabulation for your review.

Floore Industrial Contractors submitted the lowest bid of \$643,000.00. We have reviewed several references to gain knowledge of their recent work history and found favorable responses. Therefore, subject to your attorney's review, the submission of the proper bonds and insurance by the Contractor, we are hereby recommending award of the contract to Floore Industrial Contractors.

Should you have any questions or comments relative to this matter, please do not hesitate to contact me at (228) 864-7612.

Sincerely,



Benjamin Smith, P.E.
Vice-President

Enclosure

Allen Road Improvements
 CONTRACTOR'S BID TABULATION
 BIDS RECEIVED MARCH 15, 2016 2:00 P.M. - LOCAL TIME
 at CITY OF GAUTIER COUNCIL CHAMBERS 3333 HWY 90, GAUTIER, MS 39553

CERTIFICATE OF RESPONSIBILITY ADDENDA RECEIVED AND ACKNOWLEDGED	ENGINEER'S ESTIMATE	Floore Industrial Contractors 4401-4 Wilson Springs Rd Moss Point, MS 39562 09772-MC Yes	Lane Construction PO Box 1437 Ocean Springs, MS 39566 07628-MC Yes	DNA Underground LLC 16101 S. Swan Rd Gulfport, MS 39503 20907-SC Yes	D.O'Brian Construction 18315 Landon Rd Gulfport, MS 39503 19371-MC Yes	Gulf Equipment Corp. 5540 Business Parkway Theodore, AL 36582 10434-MC Yes	F&F Construction, Inc. 21525 Blackwell Farm Rd Saucier, MS 39574 11070-MC Yes	Twin L Construction 8292 Firetower Rd Pass Christian, MS 39571 08365-MC Yes	JE Talley Construction PO Box 1437 Ocean Springs, MS 39566 07628-MC Yes
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ITEM NO.	ITEM DESCRIPTION	QNTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
BASE BID:																					
01505-A	MOBILIZATION	1	LS	\$75,000.00	\$75,000.00	\$33,016.00	\$33,016.00	\$15,000.00	\$15,000.00	\$142,000.00	\$142,000.00	\$53,250.00	\$53,250.00	\$119,554.15	\$119,554.15	\$57,000.00	\$57,000.00	\$30,000.00	\$30,000.00	\$12,350.00	\$12,350.00
01720-A	CONSTRUCTION LAYOUT	1	LS	\$10,000.00	\$10,000.00	\$22,000.00	\$22,000.00	\$15,000.00	\$15,000.00	\$8,500.00	\$8,500.00	\$3,500.00	\$3,500.00	\$14,613.97	\$14,613.97	\$35,000.00	\$35,000.00	\$25,000.00	\$25,000.00	\$18,525.00	\$18,525.00
02050-A	ASPHALT MILLING (ALL DEPTHS)	450	SY	\$7.50	\$3,375.00	\$3.00	\$1,350.00	\$11.30	\$5,085.00	\$9.00	\$4,050.00	\$24.00	\$10,800.00	\$2.91	\$1,309.50	\$16.00	\$7,200.00	\$4.00	\$1,800.00	\$12.35	\$5,557.50
02050-B	REMOVAL OF PAVEMENT (ALL TYPES AND DEPTHS)	2,340	SY	\$7.50	\$17,550.00	\$3.00	\$7,020.00	\$5.00	\$11,700.00	\$4.00	\$9,360.00	\$5.35	\$12,519.00	\$5.45	\$12,753.00	\$4.00	\$9,360.00	\$4.50	\$10,530.00	\$3.71	\$8,681.40
02050-C	REMOVAL OF PIPE (ALL TYPES & DEPTHS)	320	LF	\$8.00	\$2,560.00	\$10.00	\$3,200.00	\$9.00	\$2,880.00	\$16.00	\$5,120.00	\$8.00	\$2,560.00	\$9.71	\$3,107.20	\$4.50	\$1,440.00	\$8.00	\$2,560.00	\$12.35	\$3,952.00
02111-A	CLEARING & GRUBBING	1	LS	\$5,000.00	\$5,000.00	\$6,500.00	\$6,500.00	\$2,300.00	\$2,300.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$10,437.15	\$10,437.15	\$10,000.00	\$10,000.00	\$4,500.00	\$4,500.00	\$18,525.00	\$18,525.00
02221-A	SELECT BEDDING MATERIAL (FM)	40	CY	\$20.00	\$800.00	\$25.00	\$1,000.00	\$15.00	\$600.00	\$60.00	\$2,400.00	\$45.00	\$1,800.00	\$48.78	\$1,951.20	\$10.00	\$400.00	\$18.00	\$720.00	\$123.50	\$4,940.00
02221-B	SELECT FOUNDATION MATERIAL (FM)	120	CY	\$20.00	\$2,400.00	\$25.00	\$3,000.00	\$62.00	\$7,440.00	\$12.00	\$1,440.00	\$55.00	\$6,600.00	\$66.64	\$7,996.80	\$22.00	\$2,640.00	\$78.00	\$9,360.00	\$12.97	\$1,556.40
02226-A	BORROW MATERIAL, TYPE A (PM)	2,863	CY	\$15.00	\$42,945.00	\$18.00	\$51,534.00	\$15.00	\$42,945.00	\$10.00	\$28,630.00	\$24.00	\$68,712.00	\$13.19	\$37,762.97	\$14.00	\$40,082.00	\$14.50	\$41,513.50	\$17.29	\$49,501.27
02226-B	UNCLASSIFIED EXCAVATION (PM)	8,752	CY	\$8.00	\$70,016.00	\$12.00	\$105,024.00	\$7.00	\$61,264.00	\$6.00	\$52,512.00	\$6.00	\$52,512.00	\$9.59	\$83,931.68	\$8.00	\$70,016.00	\$9.00	\$78,768.00	\$11.73	\$102,660.96
02234-A	LIMESTONE BASE COURSE (6" THICK)	4,075	SY	\$20.00	\$81,500.00	\$15.00	\$61,125.00	\$17.00	\$69,275.00	\$15.00	\$61,125.00	\$23.00	\$93,725.00	\$15.49	\$63,121.75	\$18.00	\$73,350.00	\$25.00	\$101,875.00	\$21.61	\$88,060.75
02234-B	LIMESTONE DRIVE (6" THICK)	45	SY	\$20.00	\$900.00	\$25.00	\$1,125.00	\$17.00	\$765.00	\$20.00	\$900.00	\$23.00	\$1,035.00	\$26.62	\$1,197.90	\$20.00	\$900.00	\$25.00	\$1,125.00	\$30.88	\$1,389.60
02295-A	SILT FENCE	2,500	LF	\$5.00	\$12,500.00	\$4.00	\$10,000.00	\$1.90	\$4,750.00	\$5.00	\$12,500.00	\$2.50	\$6,250.00	\$2.89	\$7,225.00	\$3.50	\$8,750.00	\$3.50	\$8,750.00	\$7.41	\$18,525.00
02295-B	STRAW WATTLES	200	LF	\$8.00	\$1,600.00	\$7.00	\$1,400.00	\$9.50	\$1,900.00	\$10.00	\$2,000.00	\$5.00	\$1,000.00	\$5.97	\$1,194.00	\$7.50	\$1,500.00	\$12.00	\$2,400.00	\$12.35	\$2,470.00
02295-C	EROSION CONTROL BLANKET	3,508	SY	\$3.00	\$10,524.00	\$1.00	\$3,508.00	\$4.00	\$14,032.00	\$2.00	\$7,016.00	\$1.25	\$4,385.00	\$1.43	\$5,016.44	\$3.00	\$10,524.00	\$2.50	\$8,770.00	\$3.09	\$10,839.72
02295-D	INLET PROTECTION	6	EA	\$100.00	\$600.00	\$700.00	\$4,200.00	\$366.00	\$2,196.00	\$300.00	\$1,800.00	\$175.00	\$1,050.00	\$262.26	\$1,573.56	\$100.00	\$600.00	\$50.00	\$300.00	\$308.75	\$1,852.50
02512-A	HMA SURFACE, MT, 12.5MM (2" THICK)	3,730	SY	\$12.00	\$44,760.00	\$10.50	\$39,165.00	\$14.15	\$52,779.50	\$17.00	\$63,410.00	\$28.50	\$106,305.00	\$10.90	\$40,657.00	\$20.00	\$74,600.00	\$14.25	\$53,152.50	\$17.29	\$64,491.70
02512-B	HMA BASE, MT, 12.5MM (4" THICK)	3,277	SY	\$20.00	\$65,540.00	\$21.00	\$68,817.00	\$14.15	\$46,369.55	\$22.00	\$72,094.00	\$26.75	\$87,659.75	\$21.74	\$71,241.98	\$20.00	\$65,540.00	\$30.00	\$98,310.00	\$29.64	\$97,130.28
02521-A	COMBINATION CURB & GUTTER	2,100	LF	\$22.00	\$46,200.00	\$24.00	\$50,400.00	\$19.50	\$40,950.00	\$18.00	\$37,800.00	\$35.00	\$73,500.00	\$20.40	\$42,840.00	\$23.00	\$48,300.00	\$23.00	\$48,300.00	\$18.53	\$38,913.00
02521-B	MOUNTABLE CURB	1,396	LF	\$25.00	\$34,900.00	\$16.50	\$23,034.00	\$21.00	\$29,316.00	\$15.00	\$20,940.00	\$24.00	\$33,504.00	\$18.65	\$26,035.40	\$22.00	\$30,712.00	\$20.50	\$28,618.00	\$18.53	\$25,867.88
02522-A	CONCRETE DRIVEWAY (6" THICK)	120	SY	\$75.00	\$9,000.00	\$62.00	\$7,440.00	\$70.00	\$8,400.00	\$55.00	\$6,600.00	\$48.00	\$5,760.00	\$64.13	\$7,695.60	\$66.00	\$7,920.00	\$50.00	\$6,000.00	\$74.10	\$8,892.00
02580-A	4" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS WHITE	225	LF	\$1.30	\$292.50	\$1.00	\$225.00	\$0.85	\$191.25	\$1.00	\$225.00	\$1.25	\$281.25	\$0.87	\$195.75	\$0.90	\$202.50	\$4.00	\$900.00	\$3.09	\$695.25
02580-B	4" THERMOPLASTIC EDGE STRIPE, CONTINUOUS WHITE	3,582	LF	\$1.30	\$4,656.60	\$1.00	\$3,582.00	\$0.85	\$3,044.70	\$1.00	\$3,582.00	\$1.25	\$4,477.50	\$0.87	\$3,116.34	\$0.90	\$3,223.80	\$4.00	\$14,328.00	\$3.09	\$11,068.38
02580-C	4" THERMOPLASTIC DETAILS STRIPE, YELLOW	600	LF	\$1.30	\$780.00	\$1.65	\$990.00	\$1.70	\$1,020.00	\$2.00	\$1,200.00	\$1.25	\$750.00	\$1.75	\$1,050.00	\$1.80	\$1,080.00	\$4.00	\$2,400.00	\$3.09	\$1,854.00
02580-D	4" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	2,710	LF	\$1.30	\$3,523.00	\$1.00	\$2,710.00	\$0.85	\$2,303.50	\$1.00	\$2,710.00	\$1.25	\$3,387.50	\$0.87	\$2,357.70	\$0.90	\$2,439.00	\$4.00	\$10,840.00	\$3.09	\$8,373.90
02580-E	THERMOPLASTIC LEGEND, WHITE	165	SF	\$1.45	\$239.25	\$6.00	\$990.00	\$5.70	\$940.50	\$7.00	\$1,155.00	\$10.00	\$1,650.00	\$5.83	\$961.95	\$6.00	\$990.00	\$15.00	\$2,475.00	\$12.35	\$2,037.75
02580-F	RED-CLEAR REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	25	EA	\$5.00	\$125.00	\$11.00	\$275.00	\$11.30	\$282.50	\$14.00	\$350.00	\$20.00	\$500.00	\$11.66	\$291.50	\$12.00	\$300.00	\$25.00	\$625.00	\$30.88	\$772.00
02580-G	TWO-WAY YELLOW REFLECTIVE HIGH PERFORMANCE RAISED MARKERS	120	EA	\$5.00	\$600.00	\$11.00	\$1,320.00	\$11.30	\$1,356.00	\$14.00	\$1,680.00	\$15.00	\$1,800.00	\$11.66	\$1,399.20	\$12.00	\$1,440.00	\$22.00	\$2,640.00	\$30.88	\$3,705.60
02585-A	REFLECTORIZED TRAFFIC SIGNS	6	EA	\$120.00	\$720.00	\$220.00	\$1,320.00	\$226.00	\$1,356.00	\$250.00	\$1,500.00	\$300.00	\$1,800.00	\$233.18	\$1,399.08	\$240.00	\$1,440.00	\$300.00	\$1,800.00	\$308.75	\$1,852.50
02721-A	CAST-IN-PLACE JUNCTION BOX	1	EA	\$5,000.00	\$5,000.00	\$4,250.00	\$4,250.00	\$3,578.00	\$3,578.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$7,578.41	\$7,578.41	\$9,350.00	\$9,350.00	\$3,500.00	\$3,500.00	\$7,410.00	\$7,410.00
02721-B	CURB INLET (SS-2) (5' INLET)	1	EA	\$3,500.00	\$3,500.00	\$1,200.00	\$1,200.00	\$3,725.00	\$3,725.00	\$4,500.00	\$4,500.00	\$1,500.00	\$1,500.00	\$3,206.25	\$3,206.25	\$3,800.00	\$3,800.00	\$4,800.00	\$4,800.00	\$4,013.75	\$4,013.75
02721-C	CURB INLET (SS-2) (10' INLET)	3	EA	\$5,000.00	\$15,000.00	\$1,400.00	\$4,200.00	\$4,483.00	\$13,449.00	\$6,800.00	\$20,400.00	\$2,100.00	\$6,300.00	\$3,730.91	\$11,192.73	\$4,800.00	\$14,400.00	\$4,800.00	\$14,400.00	\$4,322.50	\$12,967.50
02721-D	CONNECT PIPE TO EXISTING INLET	6	EA	\$800.00	\$4,800.00	\$300.00	\$1,800.00	\$1,808.00	\$10,848.00	\$1,500.00	\$9,000.00	\$350.00	\$2,100.00	\$255.84	\$1,535.04	\$850.00	\$5,100.00	\$1,250.00	\$7,500.00	\$3,087.50	\$18,525.00
02721-E	29" X 18" DOUBLE SLOPED HEADWALL	5	EA	\$5,000.00	\$25,000.00	\$2,600.00	\$13,000.00	\$1,957.00	\$9,785.00	\$1,200.00	\$6,000.00	\$992.00	\$4,960.00	\$1,661.42	\$8,307.10	\$2,760.00	\$13,800.00	\$3,000.00	\$15,000.00	\$5,619.25	\$28,096.25
02721-F	18" X 11" SLOPED HEADWALL	2	EA	\$4,000.00	\$8,000.00	\$600.00	\$1,200.00	\$1,805.00	\$3,610.00	\$1,200.00	\$2,400.00	\$436.00	\$872.00	\$553.81	\$1,107.62	\$1,380.00	\$2,760.00	\$5,000.00	\$5,000.00	\$2,914.60	\$5,829.20
02721-G	18" SLOPED HEADWALL	2	EA	\$4,000.00	\$8,000.00	\$650.00	\$1,300.00	\$1,676.00	\$3,352.00	\$1,000.00	\$2,000.00	\$367.00	\$734.00	\$786.99	\$1,573.98	\$1,400.00	\$2,800.00	\$2,800.00	\$5,600.00	\$3,025.75	\$6,051.50
02721-H	15" SLOPED HEADWALL	1	EA	\$3,500.00	\$3,500.00	\$600.00	\$600.00	\$1,586.00	\$1,586.00	\$1,000.00	\$1,000.00	\$350.00	\$350.00	\$553.81	\$553.81	\$1,350.00	\$1,350.00	\$2,700.00	\$2,700.00	\$2,914.60	\$2,914.60
02721-I	ADJUSTMENT OF UTILITIES	5	EA	\$150.00	\$750.00	\$1,200.00	\$6,000.00	\$5,200.00	\$26,000.00	\$3,500.00	\$17,500.00	\$150.00	\$750.00	\$104.71	\$523.55	\$2,895.00	\$14,475.00	\$750.00	\$3,750.00	\$3,705.00	\$18,525.00
02721-J	CONCRETE FLUMES	5	EA	\$200.00	\$1,000.00	\$400.00	\$2,000.00	\$2,300.00	\$11,500.00	\$1,000.00	\$5,000.00	\$1,850.00	\$9,250.00	\$991.02	\$4,955.10	\$1,000.00	\$5,000.00	\$2,500.00	\$12,500.00	\$3,705.00	\$18,525.00
02722-A	15" REINFORCED CONCRETE PIPE (RCP)	12	LF	\$45.00	\$540.00	\$60.00	\$720.00	\$53.00	\$636.00	\$75.00	\$900.00	\$45.00	\$540.00	\$31.86	\$382.32	\$35.00	\$420.00	\$35.00	\$420.00	\$86.45	\$1,037.40
02722-B	18" REINFORCED CONCRETE PIPE (RCP)	176	LF	\$45.00	\$7,920.00	\$40.00	\$7,040.00	\$52.00	\$9,152.00	\$75.00	\$13,200.00	\$48.00	\$8,448.00	\$44.34							

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between CITY OF GAUTIER (“Owner”) and
FLOORE INDUSTRIAL CONTRACTORS (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: CITY OF GAUTIER, ALLEN ROAD IMPROVEMENTS

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Brown, Mitchell & Alexander, Inc.

3.02 The Owner has retained Brown, Mitchell & Alexander, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 160 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 190 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$ 400 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$ 400 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
01505-A	Mobilization	LS	1	\$33,016.00	\$33,016.00
01720-A	Construction Layout	LS	1	\$22,000.00	\$22,000.00
02050-A	Asphalt Milling (all depths)	SY	450	\$3.00	\$1,350.00
02050-B	Removal of Pavement (all types & depths)	SY	2340	\$3.00	\$7,020.00
02050-C	Removal of Pipe (all types & depths)	LF	320	\$10.00	\$3,200.00
02111-A	Clearing & Grubbing	LS	1	\$6,500.00	\$6,500.00
02221-A	Select Bedding Material	CY (FM)	40	\$25.00	\$1,000.00
02221-B	Select Foundation Material	CY (FM)	120	\$25.00	\$3,000.00
02226-A	Borrow Material, Type A (PM)	CY	2863	\$18.00	\$51,534.00
02226-B	Unclassified Excavation (PM)	CY	8752	\$12.00	\$105,024.00
02234-A	Limestone Base Course, 6" thick	SY	4075	\$15.00	\$61,125.00
02234-B	Limestone Drive, 6" thick	SY	45	\$25.00	\$1,125.00
02295-A	Silt Fence	LF	2500	\$4.00	\$10,000.00

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
02295-B	Straw Wattles	LF	200	\$7.00	\$1,400.00
02295-C	Erosion Control Blanket	SY	3508	\$1.00	\$3,508.00
02295-D	Inlet Protection	EA	6	\$700.00	\$4,200.00
02512-A	HMA Surface, MT, 12.5mm (2" thick)	SY	3730	\$10.50	\$39,165.00
02512-B	HMA Base, MT, 12.5mm (4" thick)	SY	3277	\$21.00	\$68,817.00
02521-A	Combination Curb & Gutter	LF	2100	\$24.00	\$50,400.00
02521-B	Mountable Curb	LF	1396	\$16.50	\$23,034.00
02522-A	Concrete Driveway (6" thick)	SY	120	\$62.00	\$7,440.00
02580-A	4" Thermoplastic Traffic Stripe, Continuous White	LF	225	\$1.00	\$225.00
02580-B	4" Thermoplastic Edge Stripe, Continuous White	LF	3582	\$1.00	\$3,582.00
02580-C	4" Thermoplastic Detail Stripe, Yellow	LF	600	1.65	\$990.00
02580-D	4" Thermoplastic Traffic Stripe, Continuous Yellow	LF	2710	\$1.00	\$2,710.00
02580-E	Thermoplastic Legend, White	SF	165	\$6.00	\$990.00
02580-F	Red-Clear Reflective High Performance Raised Markers	EA	25	\$11.00	\$275.00
02580-G	Two-Way Yellow Reflective High Performance Raised Markers	EA	120	\$11.00	\$1,320.00
02585-A	Reflectorized Traffic Signs	EA	6	\$220.00	\$1,320.00
02721-A	Cast-in-Place Junction Box	EA	1	\$4,250.00	\$4,250.00
02721-B	Curb Inlet (SS-2) (5' Inlet)	EA	1	\$1,200.00	\$1,200.00
02721-C	Curb Inlet (SS-2) (10' Inlet)	EA	3	\$1,400.00	\$4,200.00
02721-D	Connect Pipe to Existing Inlet	EA	6	\$300.00	\$1,800.00
02721-E	29" x 18" Double Sloped Headwall	EA	5	\$2,600.00	\$13,000.00
02721-F	18" x 11" Sloped Headwall	EA	2	\$600.00	\$1,200.00
02721-G	18" Sloped Headwall	EA	2	\$650.00	\$1,300.00

(BMA Project No. 3399A-04) Addendum No. 1

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
02721-H	15" Sloped Headwall	EA	1	\$600.00	\$600.00
02721-I	Adjustment of Utilities	EA	5	\$1,200.00	\$6,000.00
02721-J	Concrete Flumes	EA	5	\$400.00	\$2,000.00
02722-A	15" Reinforced Concrete Pipe (RCP)	LF	12	\$60.00	\$720.00
02722-B	18" Reinforced Concrete Pipe (RCP)	LF	176	\$40.00	\$7,040.00
02722-C	29" x 18" Reinforced Concrete Arched Pipe (RCAP)	LF	600	\$55.00	\$33,000.00
02722-D	18" x 11" Reinforced Concrete Arched Pipe (RCAP)	LF	48	\$40.00	\$1,920.00
02752-A	Riprap	TON	3	\$300.00	\$900.00
02841-A	Maintenance of Traffic	LS	1	\$25,000.00	\$25,000.00
02841-B	Maintenance Limestone	TON	20	\$100.00	\$2,000.00
02841-C	Additional Construction Signs	EA	4	\$200.00	\$800.00
02930-A	Plant Establishment (Seeding)	SY	2500	\$4.00	\$10,000.00
02930-B	Plant Establishment (Solid Sod)	SY	1800	\$6.00	\$10,800.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$643,000.00

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the ___ day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of

Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. Projects with a Contract total amount of less than \$250,000 and no subcontractor:
 - i. Ninety percent (90%) of Work completed (with the balance being retainage).
 - ii. Ninety percent (90%) (with the balance being retainage) of material and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in Paragraph 15.01 of the General Conditions).
 - b. On projects in which the total Contract Price is \$250,000 or greater or on any Contract with a subcontractor, regardless of amount; 5% shall be retained until the work is at least 50% complete, on schedule and satisfactory in the Engineer's opinion, 50% of the retainage held to date shall be returned to the Prime Contractor for distribution to the appropriate subcontractors and suppliers. After 50% completion, projects of this magnitude shall have a 2.5% retainage provided that the project is on schedule and satisfactory in the Engineer's opinion.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 6% per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 9, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. Other bonds.
 - a. ____ (pages ____ to ____, inclusive).
 - 5. General Conditions (pages 1 to 65, inclusive).
 - 6. Supplementary Conditions (pages 1 to 14, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.

8. Drawings (not attached but incorporated by reference) consisting of 14 sheets with each sheet bearing the following general title: City of Gautier, Allen Road Improvements
 9. Addendum 1, issued March 7, 2016.
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 7, inclusive).
 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid

and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions – Not Applicable*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary General Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: CITY OF GAUTIER

CONTRACTOR: FLOORE INDUSTRIAL
CONTRACTORS

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

City of Gautier

3333 U.S. Highway 90

Gautier, MS 39553

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.