

Walters Construction Company, Inc.
2051 Highway 84 East
Laurel, MS 39443

"Bid on Asphalt Paving Sweetgum Bottom
Road Rebid #21-14 – April 2, 2021"

Certificate of Responsibility
No. 06740



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

ASPHALT PAVING OF SWEETGUM BOTTOM ROAD
City of Meridian

Project documents obtained from www.CentralBidding.com

31-Mar-2021 11:09:13 AM



CITY OF MERIDIAN

To: Bidders

From: Laura Jackson
Purchasing

Date: 03/31/21

Subject: ADDENDUM #1
BID #21-14 Asphalt Paving of Sweetgum Bottom Rd

The following changes have been made to bid #21-13:

- Changes to Bid #21-14; Information sent out as

Clarification on the Scope of work line #1 has been eliminated stating...Grade and compact existing road surface with 610 limestone

A new scope of work has been added

Please accept our apology for any inconvenience this may have caused you.

Company Name: Walters Construction Co Inc.

Signature:  Date: 4/2/21

**SCOPE OF WORK
CITY OF MERIDIAN**

ASPHALT PAVING SWEETGUM BOTTOM ROAD

SCOPE OF WORK:

The Work required under this Contract designated ASPHALT PAVING SWEETGUM ROAD PROJECT consist of:

- 1) Application of Bituminous Base Course (BB-1) at a final thickness of 4" and 20 feet in width.
- 2) Application of Bituminous Surface Course (SC-1) at a final thickness of 1.5" and 20 feet in width.
- 3) Grade 4' wide roadway shoulders at 4% slope with #57 Limestone
- 4) Application of 4" Thermoplastic Continuous Yellow 90mil Traffic Stripe applied 10 days following completion of asphalt paving. To be applied full length of newly paved surface. (Double Yellow Centerline)

The Contractor shall provide a Bid for the above Scope of Work on the designated segment of Sweetgum Bottom Road measuring 3065.98 Feet in length. Bid will include the above items plus mobilization. Maintenance of Traffic has been intentionally left out, as this road segment shall remain blocked for the duration of work.

The Contractor shall prepare the surface course in the designated area with a tack coat of asphalt cement using a "spidering" pattern.

It shall be the Contractor's responsibility to familiarize their self and comply with all such local regulations as well as State and Federal rules and to obtain all necessary permits.

The Contract Drawing bound herein identifies the street (and section thereof) designated to receive asphalt pavement.

CONTRACT TIME:

The Contractor shall state, in the Bid Proposal, the number of calendar days to complete the performance of the work from the date specified in the "Notice to Proceed". This information may be used to assist in determining the lowest and best bid.

CONTRACT DRAWINGS:

The Drawing appending herein constitutes the Contract Drawing for this Project.

**CITY OF MERIDIAN
SPECIFICATIONS
ASPHALT PAVING SWEETGUM BOTTOM ROAD**

BITUMINOUS PLANT MIX COURSES:

PART 1 – GENERAL

- 1.01 **REQUIRED WORK:** In accordance with the requirements of this Section, the Contractor shall furnish, haul, place, compact, and test bituminous base and surface courses to the lines, grades, typical cross-sections and thickness shown on the Plans or specified in the Proposal.
- 1.02 **REFERENCED SPECIFICATIONS:** Unless otherwise specified, the material and construction methods shall comply with the “Mississippi Department of Transportation Specifications for Road and Bridge Construction, 2004”, together with all amendments and/or special provisions and/or addenda to the standards duly approved and adopted, unless otherwise noted in these specifications and will be referred to in this document as MDOT Specifications.
- 1.03 **CLASSIFICATION OF BITUMINOUS COURSES:** Plant mix bituminous courses generally shall be classified or identified as either base, leveling or surface courses in the following manner:
1. Base Course shall be defined as the initial layer placed on a prepared sub-grade or sub-base. The base course mix shall be Hot Mix Asphalt, Base Course (BB-1).
 2. Surface Course shall be the term applied to the finish or wearing course of asphalt pavement. The base course mix shall be Hot Mix Asphalt, Base Course (SC-1). The surface course must have the following characteristics and perform the following functions:
 - a. Provide a smooth quiet surface for traffic.
 - b. Be resistant to the wear of traffic.
 - c. Be highly stable to resist rutting, shoving or other surface deformations.
 - d. Have a high coefficient of friction to resist skidding and to provide proper traction.
 - e. Be of sufficient density to be waterproof to retard weathering and to prevent damage from freezing and thawing cycles.
- 1.04 **GRADE CONTROL:** The Contractor will establish and maintain the required lines and grade, including crown and cross-slope for each bituminous course during the construction operations.

PART 2 – MATERIALS

- 2.01 **PLANT MIX:** The bituminous mixture will comply with the MDOT Specifications, together with all amendments and/or special provisions and/or addenda to the standards duly approved and adopted, unless otherwise noted in these specifications. The applicable provisions governing materials furnished and incorporated into each type of bituminous course shall adhere strictly to the approved submittal for the job mix formula.
- 2.02 **TACK COAT:** The bituminous material used as a tack coat shall comply with the MDOT Specifications, together with all amendments and/or special provisions and/or addenda to the standards duly approved and adopted, unless otherwise noted in these specifications.

PART 3 – CONSTRUCTION REQUIREMENTS

3.01 INSPECTION: The Contractor will examine the sub-grade on which the bituminous concrete is to be installed and notify the Public Works Director in writing of conditions detrimental to the proper and timely completion of the work. The work will not proceed until unsatisfactory conditions have been corrected in a manner acceptable to the Public Works Director.

3.02 PAVEMENT INSTALLATION:

- A. The Contractor will comply with the “Mississippi State Highway Standard Specifications for Road and Bridge Construction, 2004”, together with all amendments and/or special provisions and/or addenda to the standards duly approved and adopted, unless otherwise noted in these specifications.
- B. Preparing the mixture includes the plant equipment, stockpiling, heating, aggregate processing, mixing of aggregate and bituminous material, and transporting to job site.
- C. Paving equipment includes bituminous pavers, rolling equipment, and hand tools.
- D. Placing the mixes includes paver-placing, hand placing, spreading, tamping, and jointing.
- E. Compacting the mixes includes breakdown rolling, second rolling, and finishing rolling.

3.03 CLEANING AND PROTECTION:

- A. After completion of paving operations, clean surfaces of excess or spilled bituminous materials and all foreign matter.
- B. Protect newly finished pavement until it has become properly hardened by cooling.

PART 4 – PAYMENT TO CONTRACTOR

4.01 PAYMENT: The Contractor may submit payment request for work satisfactorily performed. The Public Works Director will, within ten (10) days after receipt of payment request, either indicate in writing his approval of payment request to the OWNER, or return the payment request to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the payment estimate. The City of Meridian will, within forty-five (45) days of presentation to him of an approved payment estimate, pay the Contractor a payment on the basis of the approved payment estimate.

SPECIAL CONDITIONS

The Contractor shall notify the Public Works Director at least 48 hours before starting work and shall begin work promptly within the time specified by the Public Works Director in the “Notice to Proceed” letter.

All cost for providing the stakes, placing, maintaining and removing of the stakes, signs and placing notices shall be included in the various unit prices bid for other items.

BID, PERFORMANCE, AND PAYMENT BONDS

A. Bid Bond:

Each bid must be accompanied by a **Certified Check** or **Bid Bond** for five per cent (5%) of the amount of bid, drawn payable to the City of Meridian, Mississippi, as assurance that within ten (10) days after "Notice of Award" of contract contemplated in the bid, the Successful Contractor will enter into such Contract and file for the execution of same.

1. Successful Contractor - In default of entering into such contract and filing of such bond, the certified check accompanying such bid shall be forfeited to the City of Meridian not as a penalty, but as liquidated damages for delays or such other additional costs or expense which may be incurred by the City for reason of such default.
2. Certified checks of unsuccessful Bidders will be returned as soon as the Contract is awarded.
3. Certified check of the Successful Contractor will be returned as soon as the Performance and Payment Bonds are made.

B. Performance and Payment Bonds:

All projects costing in excess of \$25,000.00 and for the construction, alteration, or repair of any public building or public work shall be required to have the following bonds:

1. **Performance Bond** payable to, in favor of, or for the protection of the City for the work to be done in an amount not less than the amount of the contract, conditioned for the full and faithful performance of the contract.
2. **Payment Bond** payable to the City conditioned for the prompt payment of all persons supplying labor or material used in the prosecution of the work under said contract, for the use of each such person in an amount not less than the amount of the contract.

Simultaneously with his/her delivery of the executed Contract, the Contractor shall furnish the Performance Bond and Payment Bond.

The bonds provided for may be made by any surety company which is authorized to do business in the State of Mississippi and listed on the United States Treasury Department's list of acceptable sureties.

INSURANCE STATEMENT

CITY OF MERIDIAN

The Successful Contractor shall purchase or maintain such insurance as will protect him and the City of Meridian (to be named as an additional insured by the party awarded the contract) for such limits as set forth below which may arise out of or result from the contractor's operations under the contract, whether such operations be by himself or any subcontractor, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable;

- (a) Workers Compensation Coverage - Statutory Limits,
- (b) General Liability Coverage (including Broad Form Supplement and Products and Completed Operations) with limits equal to or excess of \$1,000,000 per occurrence/ \$1,000,000 aggregate,
- (c) Automobile Liability - \$1,000,000 combined single limit,
- (d) Builder's Risk (if applicable) - 100% of contract amount - All Risk Coverage.

It is our understanding with the receipt of the current "Certificate of Insurance" with the City of Meridian named as an additional insured, all applicable endorsements (if any) will be included on this document and coverage for these endorsements will be effective on said effective date with an explanation of the said endorsement to be received no later than thirty (30) days from the receipt of the certificate of insurance.

The party shall also have on file with the City a waiver of subrogation in favor of the City of Meridian from its worker's compensation carrier and provisions from all carriers that policies will not be cancelled until at least thirty (30) days prior written notice has been given to the City.

The contractor awarded the contract agrees to release, protect, indemnify and hold harmless the City of Meridian, its present and future officials, officers, employees, agents, representatives and assigns from any and all losses, claims, liabilities, penalties, fines, forfeitures, demands, causes of action, suits (and all costs and expenses incidental thereto, including costs of defense, settlement, and attorneys' fees) arising out of or relating to the performance of this contract.

Pay	Quantity	Units	Description	Unit Price		Item Amount	
				Dollar	Cents	Dollar	Cents
Roadway Items							
1	1	L.S.	Mobilization	42,000	00	42,000	00
2	800	Gal	Asphalt for Tack Coat	3	19	2,552	00
3	6132	L.F.	4" Thermoplastic Traffic Stripe, Continuous Yellow (Centerline – Double Yellow)		50	3,066	00
4	1600	Ton	Hot Mix Asphalt, Base Course (BB-1)	117	00	156,400	00
5	700	Ton	Hot Mix Asphalt, Surface Course (SC-1)	97	75	81,900	00
6	725	Ton	#57 Limestone (To Grade Shoulders)	62	00	46,500	00

90 days to complete from Notice to Proceed

TOTAL AMOUNT OF BID : \$ 332,418.00

COMPANY NAME: Walters Construction Co Inc.

MAILING ADDRESS: 2051 HWY 84 East, Laurel, MS 39443 CITY, STATE, ZIP:

PHYSICAL ADDRESS: 2051 HWY 84 East, Laurel, MS 39443 CITY, STATE, ZIP:

CONTACT FOR BIDS: Scottie Walters

E-MAIL ADDRESS: scottie@waltersconstructionco.com

TOLL FREE NO: _____

TELEPHONE NO: 601-428-5515

FAX NO: 601-425-5334

Signature of Authorized Officer or Agent – (Blue Ink):

Certificate of Responsibility Number

06740

SIGNATURE: _____

TITLE: President

PRINT NAME: Scottie Walters

DATE: April 2, 2021

[] We wish to submit a "NO BID" at this time, but request that our company remain on your bidders list for future solicitations.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Walters Construction Company, Inc.

2051 Highway 84 East Laurel, MS 39443

as Principal, hereinafter called the Principal, and The Gray Casualty & Surety Company

P.O. Box 6202, Metairie, LA 70009-6202

a corporation duly organized under the laws of the State of LA

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Meridian, Mississippi

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for ASPHALT PAVING SWEETGUM BOTTOM ROAD REBID #21-14

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 2nd day of April, 2021


(Witness)

Walters Construction Company, Inc.

(Principal)

(Seal)

By: 

President
(Title)

The Gray Casualty & Surety Company

(Surety)

(Seal)

By: 

Attorney-in-Fact Fielden Mitts

(Title)

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY
GENERAL POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Fielden Mitts**

on behalf of each of the Companies named above its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.

Surety Bond Number: Bid Bond

Principal: Walters Construction Company, Inc.

Obligee: City of Meridian, Mississippi

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.



By:

Michael T. Gray

Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest:

Mark S. Manguno

Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Lisa S. Millar

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 2nd day of April, 2021.



Mark S. Manguno

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company