

Bid of: Warren Paving, Inc.  
Po Box 2545  
Gulfport, MS 39505  
Certificate of Responsibility Number 02932-SC

## **Pavement Maintenance and Repair**

### **MISSISSIPPI STATE PORT AUTHORITY AT GULFPORT**

#### **POG-Copa Blvd. Curb Modifications**

“Sealed bids will be received by the Mississippi State Port Authority until 2:00 p.m. on Thursday, November 9, 2021 at 2510 14th Street, Suite 1450, Gulfport, Mississippi, 39501 at which time said Bids will be opened, read out loud, and recorded.”

#### **Mississippi State Port Authority**

**2510 14th Street, Suite 1450**

**Gulfport, Mississippi, 39501**

# McGriff Insurance Services, Inc.

1020 Highland Colony Parkway, Ste. 302, Ridgeland, MS 39157  
PH 601-790-8500 WATS 800-844-6700 FAX 601-790-8558

## BID BOND

The American Institute of Architects,  
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Warren Paving, Inc.

P. O. Box 572, Hattiesburg, MS 39403

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America

One Tower Square, Hartford, CT 06183

a corporation duly organized under the laws of the state of CT

as Surety, hereinafter called the Surety, are held and firmly bound unto Mississippi State Port Authority

2510 14th Street, Suite 1450, Gulfport, MS 39501

as Obligor, hereinafter called Obligor, in the sum of

Ten Percent of Amount Bid

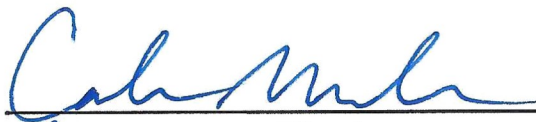
Dollars (\$ 10% ),

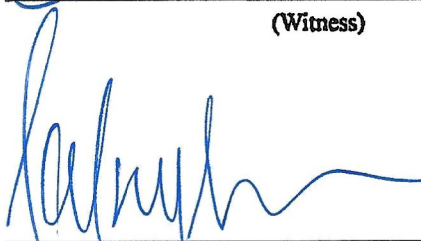
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Pavement Maintenance and Repair, Gulfport, MS, as per proposal

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as many 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 material 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 Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor 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.

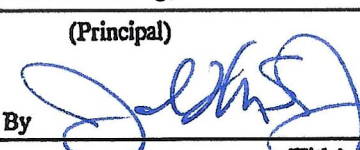
Signed and sealed this 9th day of November 2021

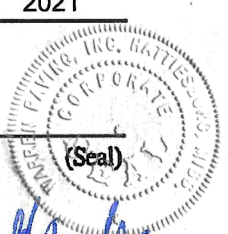
  
(Witness)

  
Kelsey Sims (Witness)

Warren Paving, Inc.

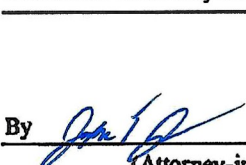
(Principal)

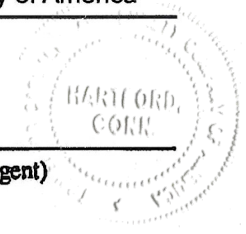
By  VP of Asphalt Operations  
(Title)



Travelers Casualty and Surety Company of America

(Surety)

By   
(Attorney-in-fact & Res. Miss. Agent)  
Joshua T. Jones





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Joshua T Jones** of **RIDGELAND**, **Mississippi**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

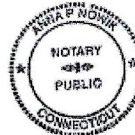
By: \_\_\_\_\_

*Robert L. Raney*  
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



*Anna P. Nowik*  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **9th** day of **November**, **2021**



*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

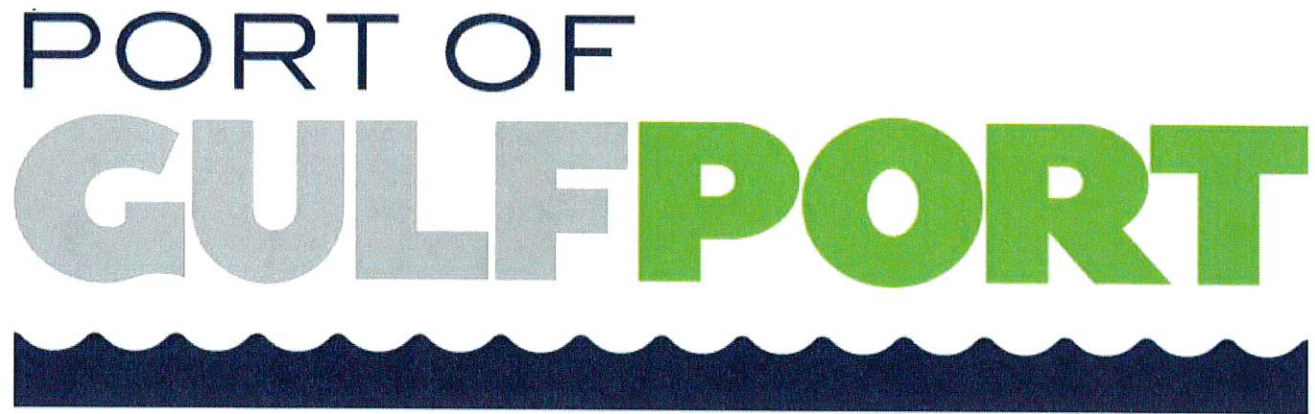


**Pavement Maintenance and Repairs**  
Mississippi State Port Authority

Project documents obtained from [www.CentralBidding.com](http://www.CentralBidding.com)

08-Nov-2021 10:25:00 PM





# PAVEMENT MAINTENANCE AND REPAIR

October 2021

Specifications & Drawings by:  
DIGITAL ENGINEERING & IMAGING, INC.  
314 COLEMAN AVE.  
WAVELAND, MS  
228-463-0130

Owner:  
MISSISSIPPI STATE PORT AUTHORITY  
P.O. BOX 40, GULFPORT, MS 39502  
2510 14th STREET, SUITE 1450, GULFPORT, MS 39501  
(228) 865-4300/ 1 (877) 881-4367  
FAX: (228) 865-4335  
[www.shipmspa.com](http://www.shipmspa.com)

# ADVERTISEMENT FOR BID

# ADVERTISEMENT TO BID

Mississippi State Port Authority

The MISSISSIPPI STATE PORT AUTHORITY AT GULFPORT has authorized the advertisement to bid on the following project:

## **“Pavement Maintenance and Repair”**

The work consists of, but is not limited to:

Furnish all materials, equipment, labor, and supervision and performing all operations necessary for the completion of Mississippi State Port Authority **“Pavement Maintenance and Repair”** project at Gulfport, Mississippi as described in the contract documents. The Contractor shall provide and furnish all tools, equipment, materials, supervision, labor, subsistence, rental, subcontractors, permitting, profit, overhead, appropriate taxes and any other related costs. The Contractor shall provide all materials required, except those specifically indicated as being Owner Furnished by Mississippi State Port Authority at Gulfport. The work includes all that is necessary to provide the Owner with a complete project.

The first work order shall provide improved paved surfaces at the POG-Copa Blvd. Curb Modifications. Requirements for Work Order No. 1 are detailed in the project specifications.

During the period of this contract, subsequent work orders will be issued to accomplish additional asphalt paving, construction of misc. concrete structures, fill material, limestone, backfilling, excavation and debris removal at the Mississippi State Port Authority at Gulfport. The price for additional work orders will be determined by actual quantities of specific work items as measured and described in the specific work order; and the contractor's unit price provided (with this contract bid) for related work items.

Bids shall be received sealed and marked: **“Pavement Maintenance and Repair”** on the outside envelope not later than 2:00 p.m. on Tuesday, November 9, 2021 at 2510 14th Street, Suite 1450, Gulfport, Mississippi, 39501 at which time said Bids will be opened, read out loud, and recorded. On the outside of the bid envelope, contractor's Certificate of Responsibility number must appear. Any Bids received after said date and time shall be returned to the Bidder unopened.

Each Bid must be accompanied by cash, a cashier's check, certified check or Bid Bond in the amount of ten percent (10%) of the total Bid amount. The power of attorney for the bonding company's agent should be on file with the Mississippi State Port Authority or should accompany the Bid, and the Bid Bond must be furnished by a corporate surety company qualified to do business in Mississippi.

The Bid Bond shall name the Mississippi State Port Authority as the obligee, shall be substantially in the form of the Bidder's Bond on file with the Mississippi State Port Authority, and shall be payable to the Mississippi State Port Authority in the event the Bidder fails to execute, and deliver to the Mississippi State Port Authority the Contract within fourteen (14) days after the award of the Contract to Bidder.

The Plans, Specifications, Bid Forms and form of Contract for the Project are filed in the office of the Mississippi State Port Authority, Engineering Department, phone number 228-865-4300 and are by reference made a part of this Notice. Said documents may be obtained at the location indicated above or by written request to [ccox@shipmspa.com](mailto:ccox@shipmspa.com).

Official bid documents can be downloaded from Central Bidding at [www.centralbidding.com](http://www.centralbidding.com). Electronic bids can be submitted at [www.centralbidding.com](http://www.centralbidding.com). For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

With the Bidder's Bid, each Bidder shall provide the Authority with the following information required by the General Conditions:

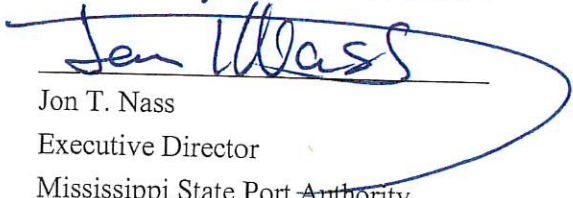
- (a) Bidder must provide with Bid the name, location and the place of business of each subcontractor who will perform work or labor or render services to the Contractor in or about the construction of the Work of Improvement, or who will specially fabricate and install any portion of the Work according to detailed Drawings contained in the Plans and Specifications, in an amount in excess of one-half of one percent of Contractor's total Bid.
- (b) Bidder must provide with Bid the portion of the Work which will be done by each subcontractor. Contractor shall list only one subcontractor for each such portion as is defined by Contractor in the Bid.
- (c) Bidder must provide with Bid a copy of each Subcontractor's Mississippi State certificate of responsibility.
- (d) Bidder must provide with Bid a copy of Contractor's Mississippi State certificate of responsibility.
- (e) Bidder must provide with Bid a certification letter stating that only resident labor shall be employed.
- (f) Bidder must provide with Bid a certification letter stating that Bidder will agree to use Mississippi products over non-Mississippi products.

Bidder must provide a Bid Bond with Bid.

- (h) If Bidder is a non-resident contractor, Bidder must provide with Bid a copy of contractor's current State law pertaining to own State's treatment of non-resident contractors.
- (i) Bidder must provide with Bid the Certification Regarding Debarment, suspension, other responsibility matters and lobbying.

The Authority reserves the right to reject all Bids as well as any Bid that does not comply with this Advertisement to Bid and the Authority's Information for Bidders.

Dated: 10/4/21

  
\_\_\_\_\_  
Jon T. Nass

Jon T. Nass

Executive Director

Mississippi State Port Authority



# **INFORMATION FOR BIDDERS**

## INFORMATION FOR BIDDERS

Bids will be received by the Mississippi State Port Authority (herein called the "Port Authority" or "Authority"), at 2510 14<sup>th</sup> Street, Suite 1450, Gulfport, Mississippi 39501 until 2:00 p.m. local time on Tuesday, November 9, 2021, and then at said office publicly opened and read aloud.

Each Bid must be submitted in a sealed envelope, addressed to the Executive Director, Mississippi State Port Authority, 2510 14<sup>th</sup> Street, Suite 1450, Gulfport, Mississippi 39501, Each sealed envelope containing a Bid must be plainly marked on the outside as **"Pavement Maintenance & Repair"** project, envelope should also bear on the outside the name of the Bidder, the Bidder's address and the Bidder's certificate of responsibility number. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Executive Director, Mississippi State Port Authority, at P.O. Box 40, Gulfport, Mississippi 39502 or 2510 14<sup>th</sup> Street, Suite 1450, Gulfport, Mississippi 39501.

All Bids must be made on the required Bid form. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted.

Bidder shall also submit with Bid the required certification regarding "Debarment, Suspension, Other Responsibility Matters and Lobbying".

The Port Authority may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within 30 days after the actual date of the opening thereof. Should there be any reasons why the Contract cannot be awarded within 30 days after bid opening, the time may be extended by written mutual agreement between the Port Authority and the low Bidder.

After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities or type of the Work of Improvement or the nature of the Work to be done.

Any prospective Bidder desiring an explanation or interpretation of the Specifications, or other documents, must request it from the Authority, in writing, at least FIVE (5) days before the date of Bid opening. Oral explanations or instructions given before the award of a Contract will not be binding. Any information given a prospective Bidder concerning a request will be furnished promptly to all other prospective Bidders as an addendum to the Bid solicitation, if the information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective Bidders.

The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Port Authority or any other person shall not affect the risks or obligations of the Contract.

**WARNING: THERE ARE UTILITY LINES (E.G. WATER, GAS, TELEPHONE, OR POWER) ON THE SITE WHERE THE WORK WILL BE PERFORMED. ACCORDINGLY, IT IS THE SOLE RESPONSIBILITY OF CONTRACTOR TO DETERMINE THE EXACT LOCATION OF THE UTILITY LINES BEFORE COMMENCING THE WORK UNDER THIS CONTRACT.**

The party to whom the Contract is awarded will be required to execute the Contract within fourteen (14) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the Contract. In case of failure of the Bidder to execute the Contract, the Port Authority may, at the Port Authority's option, consider the Bidder in default, in which case the Port Authority may award the Contract to the next lowest responsible bidder.

Within fourteen (14) days of receipt of the Contract signed by the party to whom the Contract was awarded, the Port Authority shall sign the Contract and, if necessary, send the Contract to the Mississippi Development Authority ("MDA") in Jackson, Mississippi, for execution. When the Contract is fully executed, an executed duplicate of the Contract shall be returned to the Bidder. Should the Port Authority or MDA not execute the Contract within thirty (30) days from receipt of the Contract, the Bidder may, by Written Notice, withdraw Bidder's signed Contract. Such notice of withdrawal shall be effective upon receipt of the notice by the Port Authority.

Bidder must agree to commence work on a date to be specified in a written "Notice to Proceed" of Owner and to fully complete the project and assigned work orders within three (3) years.

Failure to complete the work within the allotted time will subject the Contractor to liquidated damages of \$500.00 for each consecutive calendar day.

The Bidder, and its subcontractors, shall be an experienced contractor in work of the type and character defined in the Specifications. The Port Authority may make such investigations as it deems necessary to determine the ability of the Bidder and its subcontractors to perform the Work, and the Bidder and its subcontractors shall furnish to the Port Authority all such information and data for this purpose as the Port Authority may request. The Port Authority reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder demonstrates that such Bidder and its subcontractors, in the Port Authority's opinion, is not properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein. The Bidder and the subcontractors must have current certificates of responsibility and the classification of contractor's and/or subcontractor's kind of work or projects for which contractor is qualified shall be so stated in the certificates of responsibility. These Certificates of Responsibility should be updated yearly and a current copy sent to MSPA should the construction project extend past the expiration date of Certificate of Responsibility on file with MSPA.

**If Bidder does not have a Certificate of Responsibility number he can only bid on public projects fifty thousand dollars (\$50,000.00) or less and must provide a statement on the outside or exterior of the envelope or container containing his bid to the effect that the bid enclosed therewith does not exceed fifty thousand dollars (\$50,000.00).**

A conditional or qualified Bid will not be accepted.

Award will be made to the lowest and best Bidder.

All applicable laws, ordinances, and the rules and regulations of all governmental authorities having jurisdiction over construction of the Project shall apply to the Contract throughout.

Each Bidder is responsible for inspection of the site and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do

any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his, her, or its Bid.

The low Bidder shall supply the names and addresses of major material suppliers when requested to do so by the Port Authority. Resident labor shall be employed by Bidder.

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**A pre-bid conference will be held at 2:00 p.m. local time on Tuesday, October 26, 2021 at 2510 14<sup>th</sup> Street, Suite 1450, Gulfport, Mississippi 39501 to be followed by a site inspection trip. Each Bidder is required to visit and inspect the site of Work to fully obtain exact work scope and work requirements. For further information contact Mr. John H. Webb, Director of Engineering, at (228) 865-4300 or Email [jwebb@shipmspa.com](mailto:jwebb@shipmspa.com).**

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For purpose of these Contract Documents and for all technical and administrative matters pertaining to Contract Documents, including but not necessarily limited to Construction Contract, Change Orders, and Compliance with rules and regulations, the Port Authority will be represented by the Executive Director of Mississippi State Port Authority, or his designated representative.

ALL CHANGES, ALTERATIONS OR DEVIATIONS TO THE WORK OF IMPROVEMENT MUST BE BY WRITTEN CHANGE ORDER EXECUTED BY THE EXECUTIVE DIRECTOR OF THE PORT AUTHORITY AND THE CONTRACTOR.

#### **INTERPRETATION OF CONTRACT DOCUMENTS**

Any interpretation of the Contract Documents will be made only by a written Addendum duly issued, and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The Port Authority will not be responsible for any other explanation or interpretation of the Contract Documents.

#### **SITE INSPECTION**

Each Bidder shall be held to have compared the site with the Contract Documents and to have satisfied himself/herself as to the condition of the site, existing obstructions, the actual elevations and any other factors affecting the carrying out of the Work before the delivery of the completed Bid Form.

Contractor is advised that their work shall be conducted so as to cause the least interference with work being performed by other Contractors.

#### **ADDENDA DURING BIDDING**

During the bidding period, Bidders may be advised by written Addenda of additions, omissions or alterations in the Contract Documents. All such changes shall be included in the Work covered by the Bid Form and shall become a part of these Contract Documents.



**MODIFICATION TO BID**

A bidder may modify the bid prior to the scheduled closing time indicated in the Advertisement for Bids in the following manner:

- a. Notification on Envelope: A modification may be written on the outside of the sealed envelope containing the bid.
- b. A facsimile (fax) **will not** be acceptable.

End of Section

# BID FORM

# BID FORM

Proposal of Warren Paving, Inc. (hereinafter called "Bidder"), doing business as a (Corporation), (insert "a corporation," "a partnership," or "an individual" applicable; if a corporation, indicate state of incorporation) to the Mississippi State Port Authority ("hereinafter called "Port Authority" or "Authority"), an agency existing under the laws of the State of Mississippi.

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all Work for the Work of Improvement known as:

## **"Pavement Maintenance & Repair Project"**

and all appurtenant Work and materials required to complete the Work, in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to his/her own organizations, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The bid documents provided define in detail Work Order No. 1 (Part 1). The time of completion for Work Order No. 1 will be one hundred and fifty (150) consecutive calendar days.

The Bid documents also include provisions for additional asphalt and concrete pavement repairs associated with future work orders to be performed on a unit price basis.

During the period of the contract, additional Work Orders for pavement and other improvements and repairs to Port property will be issued. Pricing for all additional Work Orders will be determined by the actual quantities of work, as measured, and the bid unit prices provided under Bid Item Part 2. The number of consecutive calendar days required to complete any additional Work Orders will be agreed upon by the Mississippi State Port Authority and the Contractor prior to issuance of the Work Order.

The Owner expects to award this contract in November 2021, for a performance period of three (3) years. The Owner has the option, if mutually agreed by the Contractor, to extend the contract for one (1) additional year.

Bidder hereby agrees to commence Work on each Work Order under this Contract within five (5) days after the date of service of the Notice to Proceed and to fully complete each Work Order within the number of consecutive calendar days, allotted in the specific Work Order, thereafter as provided in Section 7 and 34 of the General Conditions.

Bidder acknowledges receipt of the following Addenda: (if none, so state)

No. 1 Date: 11-3-2021

No. \_\_\_\_\_ Date: \_\_\_\_\_

No. \_\_\_\_\_ Date: \_\_\_\_\_

Attached to this Bid is a list of subcontractors as required by Section 24 of the General Conditions and Advertisement for Bid.

Bidder agrees to perform all the work described in the Contract Documents for the base bid unit price sum as set forth in the following Bid Form.

### Bid Schedule

ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
<b>PART 1 - WORK ORDER NO.1 (POG-COPA BLVD. CURB MODIFICATIONS)</b>					
1.1	Mobilization and Demobilization	LS	100%		
1.2	Pre-Construction Video & Photographs	LS	100%		
1.3	Temporary Signs and Barricades (Traffic Control)	LS	100%		
1.4	Construction Layout	LS	100%		
1.5	Removal of Structures and Obstructions	LS	100%		
1.6	9" Thick Concrete Driveway	SY	155		
1.7	ADA Ramp Curb	EA	2		
1.8	2" Mill and Asphalt Pavement Overlay	SY	100		
1.9	Environmental Protection & Erosion Control	LS	100%		
<b>TOTAL BASE BID UNIT PRICE SUM - PART 1</b>				<b>\$</b>	
<b>PART 2 - FUTURE WORK ORDERS</b>					
2.1	Asphalt Pavement Removal (6"or less)	SY	1,500		
2.2	Asphalt Pavement Removal (12"or less, >6")	SY	1,500		
2.3	Cold Milling Asphalt Pavement	SY	16,000		
2.4	Concrete Pavement Removal (9"or less)	SY	1,000		
2.5	Excavation and Removal of Earthen Material	SY	2,000		
2.6	Geotextile Fabric (Roadway and Driveway Construction)	SY	3,500		
2.7	Sand Backfill	CY	1,000		
2.8	Select Backfill	CY	1,000		
2.9	Aggregate for Roadway and Driveway Construction	CY	1,500		
2.10	Concrete Pavement (8" thick)	SY	1,000		
2.11	Hot Mix Asphalt Pavement, Base Course 19mm MT	TON	2,800		
2.12	Hot Mix Asphalt Pavement, Surface Course 12mm MT	TON	4,200		
2.13	Full Depth Saw-Cut (Driveways and Roadways)	LF	2,000		
2.14	Class "B" Structural Concrete, Minor Structures	CY	50		



# See Addendum No 1

ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
2.15	Asphalt Patch	TON	2,000		
2.16	Plastic Pavement Striping (Solid Line)(4" Width) (Thermoplastic 90 Mil)	LF	2,000		
2.17	Storm Debris Removal and Disposal	CY	500		
TOTAL BASE BID UNIT PRICE SUM - PART 2				\$	

TOTAL BASE BID UNIT PRICE SUM - PART 1 + PART 2 \$ \_\_\_\_\_

TOTAL PROJECT BASE BID UNIT PRICE SUM-PART 1 + PART 2

\_\_\_\_\_

(in words)

Note: Bids shall include sales tax and all other applicable taxes and fees. All blanks shall be filled in. Total amount of Bid shall be the sum of the Items. Contract Award will be made based upon the pricing of this Bid Schedule and the contractor qualifications as set forth in the bid documents. In case of discrepancy between the sum of the items and Total amount of Bid, the sum of the items shall be considered to be the Total amount of Bid.

# See Addendum No 1

## "Pavement Maintenance & Repair Project"

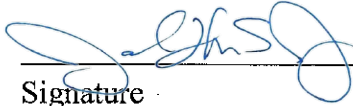
I/we agree to furnish all labor, equipment and materials and to perform all the Work required to **"Pavement Maintenance & Repair Project"** at the Mississippi State Port Authority at Gulfport, Port of Gulfport, Gulfport, Mississippi in accordance with the Contract Documents and at the prices stated in the preceding Bid Form.

Respectfully submitted,

Warren Paving, Inc.

Bidder

Signature



Address: 11211 Reichold Rd

Gulfport, MS 39503

ATTEST:



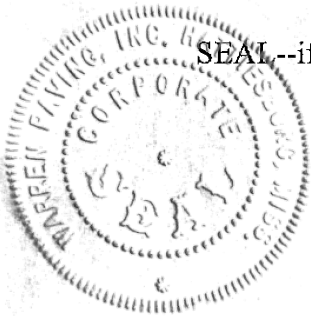
Joel Moody VP of Asphalt Operations

Name & Title

Name & Title Carlos Morales, Project Manager

Certificate of Responsibility # 02932-SC

SEAL--if Bid is by a corporation)



**LIST OF SUBCONTRACTORS TO BE SUBMITTED WITH BID**

**“Pavement Maintenance & Repair Project”**

Pursuant to the General Conditions, the Advertisement for Bids and the Information for Bidders, the undersigned Bidder hereby submits the following list of each Subcontractor and their current certificate of responsibility who will perform work or labor or render services to Bidder, if Bidder is awarded the Contract, or who will specifically fabricate and install any portion of the Work according to detailed Drawings contained in the Plans and Specifications, in an amount in excess of one-half of one percent of the total Bid.

**Portion of the Work to  
be Done by the Subcontractor**

**Name and Address of  
Subcontractor**

Removal of Structures & Obstructions

Landmark Contracting, Inc.

9" Thick Concrete Driveway

11147 Old Hwy 49

ADA Ramp

Gulfport, MS 39503

Class B Minor Structures

Date: November 9, 2021

Warren Paving, Inc.

Bidder

Joel Moody

Name (printed or typed)

Signature

VP of Asphalt Operations

Title

End of Bid Form



# MISSISSIPPI STATE PORT AUTHORITY AT GULFPORT

## CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, OTHER RESPONSIBILITY MATTERS AND LOBBYING

(Execute in duplicate)

State of Mississippi

County of Harrison

I, Joel Moody,  
(Name of person signing certification)

individually, and in my capacity as VP of Asphalt Operations  
(Title)

of Warren Paving, Inc. do hereby certify  
(Name of Firm, Partnership, or Corporation)

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

Warren Paving, Inc., Bidder  
(Name of Firm, Partnership, or Corporation)

on Project No. WORK ORDER NO. 1 POG-COPA BLVD, in

Harrison County(ies), Mississippi, 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, to the best of his or her knowledge and belief, that:

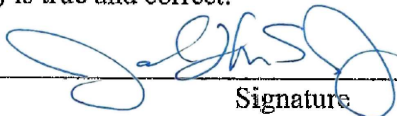
1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any 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 November 9, 2021

  
Signature



# MISSISSIPPI STATE PORT AUTHORITY AT GULFPORT

## CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, OTHER RESPONSIBILITY MATTERS AND LOBBYING

(Execute in duplicate)

State of Mississippi

County of Harrison

I, Joel Moody,  
(Name of person signing certification)

individually, and in my capacity as VP of Asphalt Operations  
(Title)

of Warren Paving, Inc. do hereby certify  
(Name of Firm, Partnership, or Corporation)

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

Warren Paving, Inc., Bidder  
(Name of Firm, Partnership, or Corporation)

on Project No. WORK ORDER NO. 1 POG-COPA BLVD, in

Harrison County(ies), Mississippi, 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, to the best of his or her knowledge and belief, that:

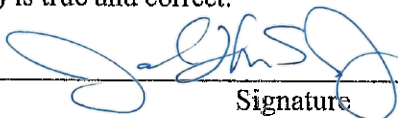
1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any 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.

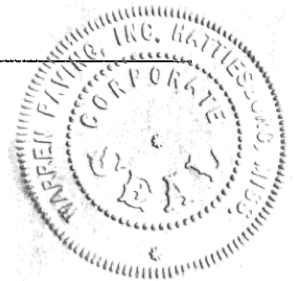
2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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 November 9, 2021

  
Signature



# **GENERAL CONDITIONS**

**GENERAL CONDITIONS**  
(Basic Contract Terms)  
**APPLICABLE TO ALL WORK**

**1. DEFINITIONS**

(a) **AUTHORITY OR OWNER:** The term "Authority" or "Owner" means the Mississippi State Port Authority at Gulfport.

(b) **ENGINEER:** The term "Design Engineer" or "Engineer" means Digital Engineering, telephone number (228) 463-0130 and fax number (228) 463-0160.

(c) **WORK OF IMPROVEMENT:** The term "Work of Improvement" or "Work" means all work specified in the Contract Documents for the Project known as:

**“Pavement Maintenance & Repair Project”**

and all appurtenant Work and materials required to complete the Work.

(d) **PLANS OR DRAWINGS:** The term "Plans" or "Drawings" means the drawings showing plans, sections, details and applicable notes describing the Work of Improvement as identified in paragraph 1 of the Contract prepared by Digital Engineering.

(e) **SPECIFICATIONS:** The term "Specifications" means the text of the technical specifications or special provisions as identified in paragraph 1 of the Contract prepared by Digital Engineering.

(f) **CONTRACT DOCUMENTS:** The term "Contract Documents" means the documents identified in paragraph 1 of the Contract.

(g) **CONTRACT:** The term "Contract" means the Contract executed by the Authority and Contractor for the Work of Improvement in the form included in the bid document.

**2. PERFORMANCE OF WORK OF IMPROVEMENT.**

Contractor shall perform the Work of Improvement in accordance with the Contract Documents. Contractor shall furnish all labor, materials, equipment, appliances, services, tools and other things necessary for the complete and timely performance of the Work of Improvement.

**3. CONTRACT PRICE.**

Authority shall pay Contractor for the Work of Improvement the Contract Price payable as set forth below, except as otherwise provided in paragraph 29 "Withholding of Payment."

Upon receipt of this Contract, Contractor shall submit to Authority a cost breakdown ("schedule of values") showing major items of Work. Quantities, units and unit prices shall be

shown. The sum of all individual items shown shall add up to the contract amount and this breakdown shall be used as the basis of monthly progress payments. Overhead and profit shall be fairly distributed among the items. The breakdown shall not be unbalanced for costs or "front loaded."

On the Friday proceeding the first Wednesday of the month the Contractor shall submit, on a form approved and accepted by the Authority, an estimate in writing showing value of Work performed to that date. Upon approval of such estimate by the Authority, payment will be made for the Work performed to the date of the estimate; provided, however, the Authority will retain five percent (5%) of such estimated value as partial security for fulfillment of the Contract. If Authority disagrees with any estimate of Contractor of the value of Work performed, Authority shall nevertheless pay Contractor for the value of the Work performed (less retentions) as to which no Contract exists. Unless they are further subject to withholding as set forth in paragraph 29, the retentions shall be paid to Contractor thirty (30) days after the Board of Port Commissioners approves and accepts the Work of Improvement as complete.

Each invoice for payment submitted by Contractor shall be accompanied by an appropriate unconditional affidavit from Contractor's subcontractors in a form acceptable to the Authority. Said affidavit shall state subcontractors have been paid in full and that no liens have been filed against owner as a result of nonpayment. Where such releases are conditional, Authority will either withhold payment or pay Contractor by joint checks payable jointly to Contractor and the claimant.

Where Bond Funds are being used to finance the Work of Improvements, the Contractor acknowledges that the Authority does not make payments directly to the Contractor. The Authority shall approve invoices for payment in the manner specified above, but payments shall be made by the State Treasurer's Office in Jackson, Mississippi. The Authority agrees to use its best effort to expedite payments by the State Treasurer's Office, but can not accept responsibility for prompt payment of invoices submitted for payment. Final payment cannot be made until Authority receives written consent from contractor's surety.

Availability of Funds -- It is expressly understood and agreed that the obligation of the MSPA to proceed under this Contract is conditioned upon the appropriation of federal and/or state funds. If the funds anticipated for the continuing fulfillment of the Contract are, at anytime, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the MSPA, the MSPA shall have the right upon ten (10) Working days written notice to the Contractor, to terminate this Contract without damage, penalty, cost or expenses to the MSPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination

#### **4. RESPONSIBILITIES.**

For all matters pertaining to the Work of Improvement, unless otherwise provided, Authority will be represented by its Executive Director, or a designated representative, in all administrative matters and by the designated "Design Engineer" in all technical matters.

Before commencement of the Work, Contractor shall notify Authority and Engineer of the name of the person (called Contractor's representative) who shall be on-site and who shall be the duly authorized representative of Contractor empowered to make decisions for, and on behalf of Contractor, and to execute change orders on behalf of Contractor, and to whom orders and directions by Engineer and Authority to Contractor may be given.

It shall be the sole responsibility of Contractor to complete the Work of Improvement within the time and in the manner prescribed by this Contract.

#### **5. EXAMINATION OF SITE, PLANS AND SPECIFICATIONS.**

It is the sole responsibility of Contractor to visit the site of the Work of Improvement and to thoroughly examine the Contract Documents and to fully acquaint Contractor with the conditions to be encountered as to the character, quality and quantity of Work to be performed and materials to be furnished. Contractor shall fully understand the facilities, difficulties and restrictions, including Port Operations, that may be encountered in performing the Work of Improvement.

By execution of this Contract, Contractor represents to Authority that Contractor has made the visitation and examination referred to in the preceding sentence and can perform the Work of Improvement for the contract price.

Contractor is advised that any report or other information (hereafter called "additional information") given to Contractor by Authority or Engineer or obtained by Contractor from the records of Authority (except for the Contract Documents) is not a part of the Contract unless specifically referenced to be used in conjunction with this Contract and is given solely for the convenience of Contractor for whatever use Contractor may wish to make of it. It is expressly understood and agreed that the Authority assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the additional information or of any interpretations made thereof by any person. Availability or use of such additional information shall not be a waiver of Contractor's duty to examine the site of the Work, and Contractor is cautioned to make such independent investigation as Contractor deems necessary to satisfy Contractor as to the conditions to be encountered in the performance of the Work, including but not limited to (1) conditions bearing upon transportation, disposal, handling and storage of materials; (2) the availability of labor, water, electric power and roads; (3) uncertainties of weather, tides or similar physical conditions at the site; (4) the conformation and conditions of the ground and (5) other site conditions that may affect the Work performance.

## **6. CONTRACT BONDS.**

Within fourteen (14) days after delivery of the "Notice of Award" of this Contract, or prior to commencement of the Work, whichever is earlier, Contractor shall furnish to Authority with sureties qualified to do business in the State of Mississippi the following bonds:

- (a) A payment bond in a sum not less than the Contract price; and
- (b) A performance bond in an amount not less than 100% of the contract price for the Work of Improvement guaranteeing Contractor's full and timely performance of the Work in accordance with this Contract.

All bonds shall be in a form approved as to form by counsel for the Authority prior to acceptance by Authority.

## **7. TIME OF PERFORMANCE.**

Contractor shall commence the Work of Improvement promptly after execution of the Contract and after issuance of the "Notice to Proceed". The Contractor shall complete the Work of Improvement within the time specified in the Contract. The Completion Date may be extended only in accordance with paragraph 26, "Extension of Time of Completion."

Upon receipt of this Contract, Contractor shall submit to Authority a schedule for the completion of the Work of Improvement in a form acceptable to the design engineer and Authority ("construction schedule") showing major items of Work, Start Date, and Completion Date. The completion date for all individual items shown shall be consistent with the Completion Date required by this Contract.

Along with the monthly request for payment, Contractor shall submit to the Authority an updated construction schedule for all individual items showing percentage work completed to date, percentage of work to be completed, and estimated Completion Date for Work of Improvement.

## **8. AUTHORITY OF ENGINEER.**

The designated design Engineer shall decide any and all questions which may arise as to (1) the quality or acceptability of materials furnished and the Work performed, (2) the manner of performance of the Work of Improvement, (3) interpretation of technical matters within the Contract Documents, and (4) the acceptable fulfillment of the Contract by Contractor.

## **9. CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS.**

Finished surfaces in all cases shall conform with the lines, grades, cross-sections, and dimensions shown on the Plans. Deviations from the Plans, as may be required by the exigencies of construction, will be determined in all cases by Engineer and must be authorized in writing by Authority.



Contractor shall provide to Authority shop drawings, submittals, or other submission of samples (hereafter referred to collectively as "submissions") as may be necessary for the prosecution of the work of improvement. The shop drawing and submission shall be submitted to the Engineer who shall promptly review all shop drawings. All shop drawings and submissions submitted shall be in conformance with the contract documents (including plans and specifications). Once submitted for the Engineer's review, shop drawings and submissions shall bear the Contractor's certification that Contractor has reviewed, checked and approved the shop drawings and submissions and that they are in conformance with the requirements of the contract documents (including plans and specifications). Any deviations in the shop drawings or submissions from the contract documents (including plans and specifications) shall be plainly stated in bold print on the shop drawings and the submissions specifying exactly what are the deviations, and, in addition, in submitting such shop drawings and submissions to the Engineer, they shall be accompanied by a cover letter stating that the shop drawings or submissions submitted deviate from the contract documents (including the plans and specifications) and specifying in detail such deviations.

Unless any deviation in the shop drawings or submissions from the contract documents (including the plans and specifications) have been approved by Authority by a written change order pursuant to the provisions of this Contract, approval by the Engineer of any shop drawing or submission shall not relieve Contractor of Contractor's liability to the Authority for any damage or injury that results because the shop drawing or submission deviates from the contract documents (including the plans and specifications) whether or not such shop drawings or submissions are approved by the Engineer. The ultimate responsibility for preparing shop drawings or submissions in conformity with the contract documents (including the plans and specifications) remains with the Contractor.

Portions of the work requiring a shop drawing or submission shall not be commenced by Contractor until the shop drawing or submission has been approved by the Engineer. A copy of each approved shop drawing and submission shall be kept in good condition by Contractor at the site of the work and shall be available to Engineer, or Authority, for inspection.

#### **10. INTERPRETATION OF PLANS AND SPECIFICATIONS.**

Should it appear that the Work to be done, or any matter relative thereto, is not sufficiently detailed or explained in the Contract Documents, the Contractor shall apply in writing to the Engineer for such further explanations as may be necessary for Contractor to accomplish the Work of Improvement, and Contractor shall conform to such explanation or interpretation of the contract by Engineer so far as may be consistent with the intent of the original Plans and Specifications. In the event of doubt or question relative to the true meaning of the Specifications or Plans as explained or interpreted by the Engineer, reference shall be made to the Authority, whose decision thereof shall be final.

In the event of any discrepancy between any Plans or Drawing and the figures written thereon, the figures shall be taken as correct.

## **11. ORDERS OF ENGINEER.**

Whenever it is desirable by the design Engineer and Authority to give Contractor directions concerning the Work, orders will be given in writing to Contractor by delivery to Contractor's representative, or in the representative's absence, to Contractor's on-site superintendent or foreman in charge or the particular Work in reference to which the order is given, and such written orders shall be binding on Contractor and Contractor shall comply therewith.

Any provision of the contract notwithstanding, all orders, directions or interpretations of the Engineer and Authority to Contractor shall be in writing and shall be given to Contractor within two working days after requested by Contractor.

Contractor shall not be bound to follow any orders, directions or interpretations of Engineer that are not in writing. Authority shall not be liable to Contractor for Work performed by Contractor in reliance on verbal orders of design Engineer and neither shall such reliance relieve Contractor from the responsibilities of Contractor set forth in the Contract.

If Contractor believes that the order issued by the design Engineer entitles Contractor to a change in either the contract price or the time of performance, or both, Contractor shall give Engineer and Authority written notice of a request for a change order within two (2) days after receipt of the order by the Engineer. The written request shall state the requested change in contract price, or time of extension, and shall detail the basis for the request. Upon such a request, Contractor shall not be required to carry out the order of the Engineer pending the execution of a change order unless Contractor is otherwise directed in writing. If Contractor has requested a change order and is ordered to proceed with the Work before a change order is executed, such proceeding with the Work shall be without prejudice to the Contractor's right, if any, to request extra compensation or an extension of time.

## **12. INSPECTION.**

The Authority and design Engineer or his designee shall at all times have access to the Work during construction and shall be furnished with every reasonable facility for obtaining full knowledge respecting the progress, workmanship and character of materials used and employed in the Work.

Whenever Contractor varies the period during which Work is carried on each day, Contractor shall give due notice to Authority and Engineer so that proper inspection may be provided. Any Work done in the absence of Engineer, will be subject to rejection.

The inspection of the Work shall not relieve Contractor of any of Contractor's obligations to fulfill the Contract as prescribed. Defective Work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective Work and unsuitable materials have been previously overlooked by Engineer in inspection and accepted for payment.

### **13. REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK.**

All Work which is defective in its construction or deficient in any way of the requirements of the Contract shall be remedied, or removed and replaced by Contractor in an acceptable manner, and no compensation will be allowed for such correction.

Any Work done beyond the lines and grades shown on the Plans or established by design Engineer, or any extra Work done without the written authority of Authority, will be considered as unauthorized and will not be paid for.

Upon failure on the part of Contractor to comply forthwith with any order of Engineer made under the provisions of this paragraph or paragraphs 10 or 11, Authority shall have authority to cause the defective Work to be remedied, or removed and replaced, and unauthorized Work to be removed, and to deduct the costs thereof from any moneys due or to become due the Contractor.

### **14. FINAL INSPECTION.**

Whenever the Work provided and contemplated by the Contract has been satisfactorily completed and the final cleaning up performed, Engineer and Authority shall make the final inspection with the Contractor.

### **15. COMPLIANCE WITH LAWS.**

Contractor shall keep informed as to and comply with all Federal, State and Municipal laws pertaining to the Work of Improvement or governing the Mississippi State Port Authority at Gulfport including applicable provisions in the Authority's Tariff No. 4, as amended from time to time, and any successor Tariff. Contractor shall immediately report in writing to the Authority any discrepancy or inconsistency in the Plans, Specifications, Drawings or Contract that appear to violate or be contrary to the then existing applicable Federal, State and Municipal laws.

### **16. PROVISIONS APPLICABLE TO LABOR.**

(a) **WORKER'S COMPENSATION.** Contractor (and all Contractor's subcontractors) are required to secure the payment of worker's compensation to its employees.

Before commencing performance of the Work of Improvement under the Contract, Contractor shall sign and file with Authority the following certification:

"I am aware of the provisions of the Contract which require every employer to be insured against liability for worker's compensation, and I will comply with such provisions before commencing performance of the Work of this contract."

(b) **NON-DISCRIMINATION.** No discrimination shall be made in the employment of persons in the Work of Improvement under the Contract because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status or sex of such person.

(c) Contractor shall employ only workers and laborers who have actively resided in Mississippi for two years next preceding such employment.

#### **17. REFERENCE TO STATUTES.**

Whenever reference is made to the provision of any statute or law in this Contract, such reference applies to any amendment or change in such statute or law now existing but to become operative some time after the signing of the contract.

#### **18. PERMITS AND LICENSES.**

Contractor shall, at Contractor's own cost, procure all administrative construction and building permits and licenses and any other permits that may be required for construction of the Work of Improvement, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the Work of Improvement. The Authority shall, at Authority's own cost, procure all discretionary permits, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work of Improvement.

#### **19. PUBLIC CONVENIENCE AND SAFETY.**

Contractor shall so conduct his operations as to cause the least possible obstruction and inconvenience to public traffic and port operations.

Contractor shall furnish, erect, and maintain such fences, barriers, lights, warning and directional signs as deemed necessary by Engineer to give adequate warning to the public and other port users at all times of the construction and of any dangerous conditions to be encountered as a result thereof, and contractor shall also erect and maintain such signs as may be furnished by Authority.

#### **20. RESPONSIBILITY FOR DAMAGE.**

During the progress of the Work or any time before final acceptance, Authority and Engineer shall not be liable to Contractor for any loss or damage to the Work of Improvement or any part thereof, or to any material or equipment used or to be used in performing the Work, or for injury or damage to any person (including workers) or damage to property from any cause.

Nothing herein shall be deemed to relieve Authority or Engineer from liability they may have to Contractor for damage caused by Authority or Engineer's negligence or intentional acts.

Until Final Acceptance by Authority, protection of the Work of Improvement and materials and equipment used thereon shall be the sole responsibility of Contractor.

#### **21. INDEMNIFICATION AND LIABILITY INSURANCE.**

Contractor shall indemnify and defend Authority, and the State of Mississippi and its elected and appointed officers, employees and agents from any liability for the death or injury to

any person or damage to property arising from Contractor's activities in performance of the Contract or on the property of Authority. Upon execution of the Contract, Contractor shall, at the cost and expense of Contractor, procure and maintain during the time of the Contract, liability and property damage insurance in not less than the following amounts: \$2,000,000.00 combined single commercial general liability, and automobile liability insurance on all vehicles owned or operated by Contractor on Port property, including those which are hired or non-owned and used in the course of the Contractor's business, with limits for bodily injury or death of \$500,000 per person and \$1,000,000 per occurrence and for property damage of \$500,000 per occurrence, or a combined single limit of \$1,000,000. The Mississippi State Port Authority at Gulfport, its Board of Port Commissioners, its officers, agents and employees, the State of Mississippi and its elected and appointed officers, employees and agents shall be named as additional insureds on such policies. The Contractor shall provide that the insureds thereon waive subrogation against the State of Mississippi and the said political subdivisions thereof. Upon execution of this Contract, Contractor shall promptly furnish Authority with certificates of insurance showing Contractor's compliance with the insurance provisions of this paragraph.

**Cancellation area on the certificate must read as follows on all insurance certificates: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 day written notice to the certificate holder named to the left", or a cancellation modification must be attached stating the above clause.**

## **22. CONTRACTOR'S RESPONSIBILITY FOR WORK.**

Until written final acceptance of the Work of Improvement by Authority, Contractor shall have full charge and care thereof and shall bear the risk of injury, loss or damage to all or any part thereof by an Act of God (including fire, flood, or hurricane) or from any other cause, whether arising from the execution of the Work or Improvement or otherwise. Contractor shall rebuild, repair, restore and make good all damage to the Work or any portion thereof occasioned by an Act of God or any other cause before final acceptance of the whole Work of Improvement by Authority and shall bear the entire expense of such rebuilding, repair or restoration. The preceding sentence notwithstanding, Contractor is liable for the repair of damages by an Act of God.

## **23. ASSIGNMENT.**

Neither the Contract, or any portion thereof, or any rights to proceeds there from (whether due or to become due) shall be assigned by Contractor without the prior written consent of Authority. The execution of any such assignment by Contractor without prior written consent of Authority shall constitute a breach of Contract and Authority may, within thirty (30) days from the date it first receives notice or knowledge of such assignment, terminate the Contract by notifying Contractor of such termination in writing, or exercise all rights and remedies given Authority because of a breach of Contract by Contractor or the termination of the Contract.

## **24. SUBCONTRACTORS.**

Contractor shall provide Authority with the following information:

(a) The name and location and the place of business of each subcontractor who will perform Work or labor or render services to Contractor in or about the construction of the Work of Improvement, or who will specially fabricate and install any portion of the Work according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half of one percent of Contractor's total bid. This information should be included with the Contractor's Bid.

(b) The portion of the Work which will be done by each subcontractor. Contractor shall list only one subcontractor for each such portion as is defined by Contractor in Contractor's bid.

(c) A copy of each Certificate of Responsibility shall be provided with contractor's bid.

Listing of subcontractors by Contractor and Authority's failure to object to any subcontractor so listed shall not relieve Contractor from his responsibility for completion of the Work of Improvement in strict compliance with the terms of this Contract. If, in the opinion of Engineer, any subcontractor fails to complete the portion of the Work sublet to him/her within the time and in the manner prescribed by the Contract, Contractor shall complete or cause to be completed such Work in the time and in the manner specified by Engineer.

## **25. TEMPORARY SUSPENSION OF WORK.**

The Authority shall have the authority to suspend the Work wholly or in part, for such period as it may deem necessary due to (1) unsuitable weather, (2) such other conditions as are considered unfavorable for the suitable prosecution of the Work, or (3) failure on part of the Contractor or any subcontractor to carry out orders given by Engineer pursuant to the Contract or to perform any provisions of the Work in the manner prescribed by the Contract. Contractor shall immediately cease Work upon such order of Authority's Executive Director and shall not resume the Work until ordered in writing by the Authority.

## **26. EXTENSION OF TIME OF COMPLETION.**

The time within which to complete the Contract may be extended by Authority if all of the following three requirements are met:

(a) The delay is the result of causes beyond the control of Contractor or its subcontractors or materialmen;

(b) Within ten (10) days from the beginning of any such delay period Contractor notifies Engineer and Authority in writing of the cause of the delay, requests an extension of the time within which to complete the contract by reason of the delay and specifies the length of such requested extension; and

(c) Authority, upon investigation, notifies Contractor in writing that the extension of time is granted or rejected. In the event contractor fails to timely complete the work or improvement, Authority may impose liquidated damages against contractor in the amount of \$500.00 per day.

## **27. TERMINATION FOR DEFAULT.**

Subject to the terms and conditions hereinafter set forth, Authority may, at its option, terminate Contractor from performance of the Work of Improvement if any of the following events occur:

(a) A material breach of the Contract that, if curable, is not cured within ten (10) days from written notice of the breach served on Contractor by Authority.

(b) Execution by Contractor of an assignment prohibited by paragraph 23.

(c) Failure of Contractor to supply an adequate work force and equipment or material of proper quality reasonably required in order for Contractor to complete the Work of Improvement within the time specified in the Contract.

(d) Failure of Contractor to diligently prosecute the Work in accordance with the established work time Schedule approved by the Authority so that in the opinion of the Authority, Contractor will be unable to complete Work of Improvement within the time specified in the Contract.

(e) Failure of Contractor to pay promptly all subcontractors, materialmen and laborers for Work actually performed in, or materials actually furnished for, the Work of Improvement.

(f) Neglect or refusal of Contractor to comply with (or provide satisfactory means for compliance with) the Contract as directed by Engineer and written orders of the Engineer pursuant to Paragraph 11 within the time specified by Engineer.

Termination of Contractor shall be by written notice served in the manner provided in Paragraph 29.

Upon termination, Contractor shall immediately cease Work on the Contract and Authority may complete the Work of Improvement by whatever method it deems expedient. Upon termination of the contract by Authority, Authority or its authorized representative may take possession of all or part of Contractor's materials, tools, equipment and appliances upon the job site and use the same for the purpose of completing the Contract and it may hire such forces and such labor and buy or rent such additional materials and supplies and equipment as may be necessary for the proper conduct of the Work and for the completion thereof, or it may employ other workers, substitute other machinery or materials and purchase the materials contracted for, in such manner as Authority may deem proper. Notwithstanding termination of the Contract, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the contractor in which the owner has an interest. Authority may hire another Contractor to complete the unfinished Work of Improvement. If the cost to Authority to complete the Work of Improvement after termination of Contractor exceeds the balance of the Contract price unpaid to Contractor, Contractor shall, on demand, pay such excess to Authority.

## **28. TERMINATION FOR CONVENIENCE CLAUSE**

1. *Termination.* The Procurement Officer of the MSPA may, when the interests of the MSPA so require, terminate this Contract in whole or in part, for the convenience of the MSPA. The Procurement Officer shall give written notice of the termination to the Contractor specifying the part of the Contract terminated and when termination becomes effective.

2. *Contractor's Obligations.* The Contractor shall incur no further obligations in connection with the terminated Work, and on the date set in the notice of termination the Contractor will stop Work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated Work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated Work. The Procurement Officer may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the MSPA. The Contractor must still complete the Work not terminated by the notice of termination and may incur obligations as are necessary to do so. The Contractor shall be entitled to compensation for services performed up to the date of termination, and authorized and accepted by the MSPA.

## **29. WITHHOLDING OF PAYMENT**

Authority may withhold payment of money otherwise due to Contractor for any of the following reasons:

- (a) Defective work which has not been remedied.
- (b) Failure of Contractor to make payment properly to subcontractors, materialmen, laborers or other claimants.
- (c) The existence of reasonable doubt by Authority that the Contract can be completed for the balance of the Contract amounts then unpaid.
- (e) Failure of Contractor to accomplish the Work under this Contract.
- (f) Termination of Contractor under the provisions of Paragraph 25.
- (g) A breach of the Contract not heretofore specified above which, in the Authority's sole opinion, may cause damage to it.

Whenever the grounds giving rise to the above withholding have been removed, Authority shall pay to Contractor the amount withheld because of such grounds less any expenses incurred by Authority or damages sustained by Authority as a result of the withholding, the cause of the withholding or the removal of the cause of withholding, less retentions, if any.



### **30. NOTICES.**

Notice shall be served either personally or by telegram, by mail or by FAX. Notices by registered or certified mail shall be addressed as follows:

(a) Notice to Authority shall be addressed to the Mississippi State Port Authority, P.O. Box 40, Gulfport, Mississippi (228) 865-4300 Fax: (228) 248-0027.

(b) Notice to Contractor shall be addressed or sent by telecopier to Contractor at the address and FAX number shown on the introductory paragraph of the Contract.

Notices by mail shall be deemed served forty-eight (48) hours after deposit in the United States mail, postage prepaid. Notices by FAX are served when received.

### **31. GUARANTEE.**

By execution of the Contract, Contractor guarantees for a period of two years from acceptance that:

(a) All Work to be in accordance with the Plans and Specifications and any written authorization by Authority to deviate from said Plans and Specifications;

(b) All materials used are new except where otherwise expressly authorized by the Contract Documents; and

(c) All Work shall be free from defects in workmanship or materials.

### **32. INSOLVENCY OF CONTRACTOR.**

In addition to any other remedy it may have herein or by law, Authority may at its option terminate the Contract and take possession of the Work of Contractor and of all materials, tools, equipment and appliances and finish the Work of Contractor by whatever method Authority deems expedient and proper under any of the following circumstances:

(a) The insolvency of Contractor;

(b) The filing of a petition or arrangement in bankruptcy by or against Contractor pursuant to the Bankruptcy Code and the trustee or debtor-in-possession, as appropriate, does not assume the Contract within the time and manner provided by the Bankruptcy Code or established by order of the Bankruptcy Court;

(c) A general assignment for the benefit of creditors by Contractor; or

(d) The appointment of a receiver for Contractor's property or a portion thereof.

Upon termination as provided in this paragraph, Contractor shall not be entitled to receive any further payment until the Work of Improvement is completed. If the unpaid balance of the

Contract price exceeds the cost and expense of finishing the Work including compensation for additional managerial, legal, engineering and administrative services and all claims against Authority in connection with Work of Contractor, such excess shall be paid to Contractor. If such expenses and claims as set forth above exceeds the unpaid balance of the Contract price, Contractor shall pay the difference to Authority on demand.

### **33. ATTORNEYS' FEES.**

If either Party incurs attorneys' fees in order to enforce any of the terms, provisions or conditions of this Contract or because of the breach of this Contract by the other party, each party shall bear its own attorneys' fees and court costs associated therewith.

### **34. CHANGE ORDERS.**

All changes, alterations or deviations to the Work of Improvement must be by a written change order executed by Authority and Contractor. Contractor shall be entitled to no extra compensation for additional work performed that is not accomplished pursuant to a written change order.

### **35. DAMAGES.**

If the Contractor fails to complete the work of improvement in accordance with this Contract, the Authority may be subject to damages. Damages may include construction stand by time resulting from the Contractor's failure to deliver the Building to the Project Site in accordance with the Contract. Further damages may include, but not be limited to: 1) Breach of Contract against the Authority for failure to complete the project in a timely manner, 2) Increased costs in the loading, unloading, and storage of cargo as a result of the project not being completed in a timely manner, and 3) Increased vessel costs as a result of the project not being completed in a timely manner.

### **36. LONGSHOREMEN'S AND HARBOR WORKERS' ACT.**

Contractor shall secure (and shall require all of its subcontractors to secure) payment to employees of the compensation payable under the Longshoremen's and Harbor Workers' Act (33 United States Code section 90, et seq.) in the performance by Contractor (and any subcontractor) of the Work of this Contract.

### **37. MITIGATION MEASURES.**

(a) Contractor shall take all steps reasonably required to avoid the discharge of any liquids or materials into the harbor waters. Contractor shall comply and require all of Contractor's subcontractors and materialmen to comply with the Authority's tariff provisions pertaining to dangerous and hazardous materials. Contractor shall also comply and require all of Contractor's subcontractors and materialmen to comply with the Authority's General Permit to Discharge Storm Water Associated with Construction Activities.

(b) Contractor shall coordinate all construction activities so as to minimize the disruption of the commercial activities at the Port of Gulfport to the extent reasonably feasible.

### **38. REQUIRED PROVISIONS DEEMED INSERTED.**

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 the Contract shall be read and enforced as though it were included herein; and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion of correction.

### **39. CONTRACTOR'S TITLE TO MATERIAL.**

No materials or supplies for the Work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other Contract by which a security interest is retained by the seller. The Contractor warrants that Contractor has good title to all materials and supplies used by Contractor in the Work, free from all liens, claims or encumbrances.

### **40. USE AND POSSESSION PRIOR TO COMPLETION.**

The Authority shall have the right to take possession of or use any completed or partially completed part of the Work. Before taking possession of or using any Work, the Authority shall furnish the Contractor a list of items of Work remaining to be performed or corrected on those portions of the Work that the Authority intends to take possession of or use. However, failure of the Authority to list any of item of Work shall not relieve the Contractor of responsibility for complying with the terms of the Contract. The Authority's possession or use shall not be deemed an acceptance of any Work under the Contract.

While the Authority has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from the Authority's possession or use. If Contractor believes the prior possession or use by the Authority will delay the progress of the Work or cause additional expense to the Contractor, Contractor shall so notify the Authority; an equitable adjustment shall be made in the Contract price or the time of completion or both, and the Contract shall be modified in writing accordingly by a written change order before Authority takes possession.

### **41. ACCIDENT PREVENTION.**

(a) In performing this Contract, the Contractor shall provide for protecting the lives and health of employees and other persons; for preventing damage to property, materials, supplies and equipment; and for avoiding work interruptions. For these purposes, the Contractor shall comply with all OSHA regulations and rules and shall:

- (1) Provide appropriate safety barricades, signs and signal lights.

(2) Ensure that any additional measures are taken that the Engineer determines to be reasonably necessary for this purpose.

(b) The Contractor shall maintain an accurate record of exposure data on all accidents incident to Work performed under this Contract resulting in death, traumatic injury, occupational disease or damage to property, materials, supplies or equipment. The Contractor shall report this data in the manner required by law.

(c) The Authority shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the Work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Authority may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(d) The Contractor shall be responsible for its subcontractors' compliance with this clause.

(e) Before commencing the Work, the Contractor shall:

- (1) Submit a written proposal for implementing this clause and
- (2) Meet with the Authority to discuss and develop mutual understanding relative to administration of the overall safety program.

#### **42. COMPLETENESS OF CONTRACT.**

The Contract Documents constitute the complete Contract between the parties and supersede all negotiations, representations or oral Contracts reached prior to execution of the Contract.

#### **43. PROPRIETARY NAMES AND SUBSTITUTIONS.**

(a) Whenever any equipment, material or process is indicated or specified by patent or proprietary name, or by name of manufacturer, such reference is used to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, such references shall be deemed to be preceded by the words "equal and similar to." The Contractor may offer any equipment, material or process substantially equal to that indicated or specified. Final determination of the acceptability of such substitute items shall rest with the Engineer. Engineer may consider the strength, appearance, durability, reliability, dimensions, finish, efficiency, maintainability, service history, life cycle cost and other characteristics of the proposed substitute in making the determination.

(b) A substitute item shall be a standard catalogued product of a company regularly engaged in the manufacture of such items. No custom or prototype substitutes will be accepted. The Contractor shall certify that a substitute item will perform adequately the functions and

achieve the results called for the general design, be similar and of equal substance, and be suited to the same use as the specified item. Contractor shall identify all differences between the proposed substitute and that specified, and state whether or not acceptance of the proposed substitute will require a change in the Contract Documents to adapt the design to the proposed substitute. Any redesign or changes in the Work resulting from acceptance of a substitute will be at the sole expense of the Contractor. The Contractor shall furnish such data concerning and perform such testing of the proposed substitute as may be required by the Authority to evaluate the substitute item and determine if it is substantially equal. Additional information requested by the Engineer shall be furnished by the Contractor within ten (10) days of such request.

(c) Unless otherwise authorized by the Authority, offers of substitute items shall be made within 14 days after Notice of Award. Adequate time shall be allowed for the District to evaluate substitute items. No extension of the Contract time will be authorized for any circumstance developing from this provision. Failure to comply with this provisions will be sufficient cause for rejection of a proposed substitute.

#### **44. CONFLICTS.**

Unless otherwise specified, in the event that a conflict exists between a provision of the Special Provisions or Specifications and the Contract, including General Conditions, the provisions of the Contract and General Conditions shall apply.

#### **45. GOVERNING LAW.**

This Contract and all documents included herein are to be governed by the laws of the State of Mississippi.

#### **46. E-VERIFY**

Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform Work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the state. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) termination of this Contract and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or government

entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the state due to contract cancellation or loss of license or permit.

#### **47. TWIC**

The enforcement date for the Transportation Worker Identification Credential (TWIC) for the Mississippi State Port at Gulfport was December 30, 2008. If you require unescorted access to restricted areas at the Mississippi State Port at Gulfport you will need a TWIC card. Restricted areas are defined as areas at a facility over which the owner/operator has implemented security measures for access control. You can access TSA at [www.tsa.gov/twic](http://www.tsa.gov/twic) for further TWIC information.

#### **48. CONFIDENTIAL INFORMATION**

"Confidential Information" shall mean (a) those materials, documents, data, and other information which the Contractor has designated in writing as proprietary and confidential, and (b) all data and information which the Contractor acquires as a result of its contact with and efforts on behalf of the MSPA and any other information designated in writing as confidential by the MSPA. Each party to this Contract agrees to protect all confidential information provided by one party to the other; to treat all such confidential information as confidential to the extent that confidential treatment is allowed under State and/or federal law and, except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission, and to do so by using those methods and procedures normally used to protect the party's own confidential information. Any liability resulting from the wrongful disclosure of confidential information on the part of the Contractor, its subcontractors or its employees shall rest with Contractor. Disclosure of any confidential information by the Contractor, its subcontractors or employees without the express written approval of the MSPA shall result in the immediate termination of this Contract.

#### **49. THE PRIVACY ACT**

In furtherance of the purposes of this Contract, the MSPA may be required to provide to the Contractor certain information that is subject to the Privacy Act of 1974, Public Law 93-579 (5 U.S.C. 552a) (Privacy Act) and applicable regulations. By entering into this Contract, the MSPA commits to sharing such information with the Contractor on the following terms and conditions and the Contractor agrees that upon acceptance of such information that it will take all steps necessary to ensure that such information is used and protected as required by federal law. The Contractor further acknowledges that a breach of this trust could result in civil and/or criminal action. The Contractor agrees that it will abide by the requirements of the Privacy Act in handling this information and further agrees that said information shall be used only in furtherance of meeting the MSPA's obligations and responsibilities under the Grant or allocated State funds and to prevent duplication of effort and duplication of benefits.

**The Contractor acknowledges receipt of the following notification and agrees to abide by the terms of the Privacy Act.**

1) Privacy Act Notification --

The Contractor will be required to design, develop or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

2) The Contractor agrees to:

A) Comply with the Privacy Act of 1974 and the agency rules and regulations issued under the Privacy Act in the design, development or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies:

- i. The systems of records; and
- ii. The design, development, or operation Work that the Contractor is to perform;

B) Include the Privacy Act notification contained in this Contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the Work statement in the proposed subcontract requires the redesign, development or operation of a system of records on individuals that is subject to the Privacy Act; and

C) Include this clause, including this paragraph (C), in all subcontracts awarded under this or any Contract with the MSPA, which requires the design, development or operation of such a system of records.

3) In the event of violations of the Privacy Act, a civil action may be brought against the Contractor when the violation concerns the design, development or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the Contractor when the violation concerns the operation of a system of records on individuals to accomplish an agency function.

4) Definitions:

A) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use and dissemination of records.

B) "Record," as used in this clause, means any item, collection or grouping of information about an individual that is maintained by an agency including, but not limited to, education, financial transactions, medical history and criminal or employment history and that contains the person's name or the



identifying number, symbol or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

C) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol or other identifying particular assigned to the individual.

## **50. VEHICLE REGISTRATION: SECURITY REQUIREMENT**

Contractor shall register company vehicles that will be used to transport personnel or equipment, supplies, etc. through the gates and to the job site.

DOCUMENTS NEEDED:

- 1) List of vehicles
- 2) License (plate) number for each vehicle
- 3) Registration and proof of insurance for each vehicle

This information must be sent to the attention of the Mississippi State Port Authority, Administrative Assistant of Engineering, P.O. Box 40, Gulfport, MS 39502.

Contractor is responsible for updating vehicle list as needed.

## **51. CONTACTS.**

The following list of agencies and telephone numbers is intended for the convenience of the Contractor and is not guaranteed to be complete or correct.

Mobile District, U.S. Army Corps of Engineers	(251) 690-2505
Mississippi Department of Marine Resources	(228) 375-5000
Mississippi Department of Environment Quality	(228) 432-1056
Gulfport Fire Department	(228) 868-5950
Gulfport Police Department	(228) 868-5900
Mississippi State Port Authority	(228) 865-4300

## **52. MISSISSIPPI DEPARTMENT OF EMPLOYMENT (MDES) CERTIFIED EMPLOYMENT PLAN FORM**

The Mississippi State statutes require that all public works projects funded with Disaster Recovery Funds shall require the contractors on these projects to submit an employment plan (form is attached) to the MDES within seven days of Notice of Award. Engineer will require proof that this form has been submitted.

**END OF GENERAL CONDITIONS**

# CONTRACT

# CONTRACT

This Contract is made this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2021, by and between the MISSISSIPPI STATE PORT AUTHORITY ("Authority"), 2510 14<sup>th</sup> Street, Suite 1450, Gulfport, Mississippi, 39501, and whose telephone number is (228) 865-4300/fax: (228) 865-4335, and \_\_\_\_\_ (Contractor) whose address is \_\_\_\_\_, Certificate of Responsibility issued the \_\_\_\_ day of \_\_\_\_\_, 2021, classification as noted in their current Certificate of Responsibility No. \_\_\_\_\_ Class: \_\_\_\_\_, and whose phone number is (\_\_\_\_)-\_\_\_\_\_/Fax: (\_\_\_\_) \_\_\_\_\_, e-mail \_\_\_\_\_

The parties agree that:

1. The term "Contract Documents" means the following:
  - A. This Contract.
  - B. Advertisement for Bids
  - C. Information for Bidders.
  - D. Bid of Contractor (including list of subcontractors).
  - E. General Conditions (basic contract terms).
  - F. Specifications prepared by Digital Engineering.
  - G. Drawings prepared by Digital Engineering.
  - H. Addendum No. (if any)
  - I. Work Orders executed pursuant to the terms of the Contract.
  - J. Change Orders executed pursuant to the terms of the General Conditions.
2. The term "Work of Improvement" means

## “Pavement Maintenance and Repair”

in accordance with the Contract Documents.

3. Contractor will furnish all of the materials, supplies, tools, equipment, labor and other things or services necessary to complete the Work of Improvement in accordance with the Contract Documents.
4. This Contract is an open-end, indefinite quantity contract for asphalt paving, construction of concrete structures, fill materials, limestone, backfilling and debris removal. The bid documents define in detail Work Order No. 1, not to exceed \$ \_\_\_\_\_. The time of completion for Work Order No. 1 will be one hundred and fifty (150) consecutive days. Contractor will commence the Work of Improvement for Work Order No. 1 within five (5) calendar days after the date of service of the Notice to Proceed, unless the period for completion is extended in accordance with the Contract Documents.
5. In performance of the Work of Improvement, Contractor shall comply with the Contract Documents and accomplish the Work in accordance therewith.

6. This contract will be awarded for a performance period of three (3) years. Owner has the option, if mutually agreed by the Contractor, to extend the contract for one (1) additional year.

7. Authority will pay Contractor in accordance with the lump sum and unit prices shown in the Bid Schedule in the time and manner specified in the Contract Documents and Work Orders issued, the total Contract price of \$ \_\_\_\_\_.

**CONTRACTOR:** \_\_\_\_\_

**MISSISSIPPI STATE PORT AUTHORITY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
E. J. Roberts, President

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
James C. Simpson, Jr., Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MISSISSIPPI DEVELOPMENT AUTHORITY**

\_\_\_\_\_  
Laura Hipp, Interim Executive Director

Date: \_\_\_\_\_



**Pavement Maintenance and Repairs**  
Mississippi State Port Authority

Project documents obtained from [www.CentralBidding.com](http://www.CentralBidding.com)  
09-Nov-2021 08:12:41 AM



November 3, 2021

**Re: Addendum Number 1  
“Pavement Maintenance and Repairs”  
Mississippi State Port Authority**

To: All Plan Holders

Enclosed is Addendum Number 1 to the above referenced project.

Please note the requirement on the Bid Form to acknowledge receipt of all addenda. Failure to acknowledge receipt of Addendum Number 1 on the Bid Form will result in rejection of your bid.

Sincerely,

John H. Webb  
Director of Engineering  
Mississippi State Port Authority

TECHNICAL SPECIFICATIONS  
AND  
CONTRACT DOCUMENTS  
FOR  
PAVEMENT MAINTENANCE AND REPAIR PROJECT  
PORT OF GULFPORT



.....

ADDENDUM NO. 1

DATE ISSUED: NOVEMBER 3, 2021

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BID DATE: NOVEMBER 9, 2021

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This addendum shall be part of the Contract Documents as provided in the Instructions to Bidders.

The following items are issued to add to, modify, and clarify the Contract Documents. These items shall have full force and effect as the Contract Documents, and the cost involved shall be included in the bid prices.

Acknowledge receipt of the addendum by inserting its number and date on Page 1 of the Bid Form. Failure to do so will subject the bidder to disqualification.

This Addendum No. 1 consists of 8 pages including the title sheet and all attachments.

**PRE-BID CONFERENCE**

The pre-bid conference was held on October 26, 2021 at 2:00 p.m. The pre-bid meeting minutes and sign-in sheet are provided as attachments to this addendum.



## **SPECIFICATIONS**

1. Contract, Article 4; DELETE the 3<sup>rd</sup> sentence in its entirety and REPLACE with the following:

*"The time of completion for Work Order No.1 will be thirty (30) consecutive days."*

10,000

2. Form; DELETE "Page 2 and 3" in its entirety and REPLACE with "Page 2 and 3" marked Addendum No.1.
3. Section 01150 Measurement and Payment, Part 4 – Measurement and Payment; ADD the following:

*"4.25 MOBILIZATION AND DEMOBILIZATION (ITEM NO. 2.18)*

- A. *Measurement: Measurement for payment for mobilization and demobilization will be on a per each basis as specified herein.*
- B. *Payment: Payment for mobilization and demobilization shall cover all preparatory work, obtaining all permits, insurance and bonds, movement of personnel, equipment, supplies and incidentals to the project site, the establishment of temporary offices and other construction facilities necessary for work on this project. It shall include removal of all personnel, equipment, supplies and incidentals from the project site, removal of temporary offices and other construction facilities necessary for work on this project, all as required for the proper performance and completion of the work."*

***Bidder questions will be taken until 5 days before the Bid date.***

# BID FORM

## Mississippi State Port Authority Pavement Maintenance & Repair Project

### Schedule of Bid Items

ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
<b>PART 1 - WORK ORDER NO.1 (POG-COPA BLVD. CURB MODIFICATIONS)</b>					
1.1	Mobilization and Demobilization	LS	100%	\$10,000.00	\$10,000.00
1.2	Pre-Construction Video & Photographs	LS	100%	\$250.00	\$250.00
1.3	Temporary Signs and Barricades (Traffic Control)	LS	100%	\$5,000.00	\$5,000.00
1.4	Construction Layout	LS	100%	\$1,150.00	\$1,150.00
1.5	Removal of Structures and Obstructions	LS	100%	\$8,625.00	\$8,625.00
1.6	9" Thick Concrete Driveway	SY	155	\$145.00	\$22,475.00
1.7	ADA Ramp Curb	EA	2	\$870.00	\$1,740.00
1.8	2" Mill and Asphalt Pavement Overlay	SY	100	\$150.00	\$15,000.00
1.9	Environmental Protection & Erosion Control	LS	100%	\$250.00	\$250.00
<b>TOTAL BASE BID UNIT PRICE SUM - PART 1</b>				<b>\$</b>	<b>\$64,490.00</b>
<b>PART 2 - FUTURE WORK ORDERS</b>					
2.1	Asphalt Pavement Removal (6" or less)	SY	1,500	\$15.00	\$22,500.00
2.2	Asphalt Pavement Removal (12" or less, >6")	SY	1,500	\$20.00	\$30,000.00
2.3	Cold Milling Asphalt Pavement	SY	16,000	\$10.00	\$160,000.00
2.4	Concrete Pavement Removal (9" or less)	SY	1,000	\$50.00	\$50,000.00
2.5	Excavation and Removal of Earthen Material	CY	2,000	\$18.00	\$36,000.00
2.6	Geotextile Fabric (Roadway and Driveway Construction)	SY	3,500	\$3.50	\$12,250.00
2.7	Sand Backfill	CY	1,000	\$25.00	\$25,000.00
2.8	Select Backfill	CY	1,000	\$25.00	\$25,000.00
2.9	Aggregate for Roadway and Driveway Construction	CY	1,500	\$115.00	\$172,500.00
2.10	Concrete Pavement (8" thick)	SY	1,000	\$131.25	\$131,250.00
2.11	Hot Mix Asphalt Pavement, Base Course 19mm MT	TON	2,800	\$125.00	\$350,000.00
2.12	Hot Mix Asphalt Pavement, Surface Course 12mm MT	TON	4,200	\$150.00	\$630,000.00
2.13	Full Depth Saw-Cut (Driveways and Roadways)	LF	2,000	\$25.00	\$50,000.00
2.14	Class "B" Structural Concrete, Minor Structures	CY	50	\$4,375.00	\$218,750.00

**Mississippi State Port Authority  
Pavement Maintenance & Repair Project  
Schedule of Bid Items**

ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
2.15	Asphalt Patch	TON	2,000	\$500.00	\$1,000,000.00
2.16	Plastic Pavement Striping (Solid Line)(4" Width) (Thermoplastic 90 Mil)	LF	2,000	\$15.00	\$30,000.00
2.17	Storm Debris Removal and Disposal	CY	500	\$475.00	\$237,500.00
2.18	Mobilization and Demobilization	EA	20	\$10,000.00	\$200,000.00
<b>TOTAL BASE BID UNIT PRICE SUM - PART 2</b>				<b>\$</b>	<b>\$3,380,750.00</b>

<b>TOTAL BASE BID UNIT PRICE SUM - PART 1 + PART 2</b>	<b>\$</b>	<b>\$3,445,240.00</b>
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TOTAL PROJECT BASE BID UNIT PRICE SUM - PART 1 + PART 2 - (in words): \$ Three Million, Four Hundred and

Forty-five Thousand, Two Hundred and Forty Dollars and No Cents Dollars

(Base Bid Unit Price Sum Part 1 + Part 2 - in words)

Bids shall include sales tax and all other applicable taxes and fees. All blanks shall be filled in. Contract Award will be made based upon the pricing of this Bid Schedule and the contractor qualifications as set forth in the bid documents. In case of discrepancy between the sum of the items and the Total amount of Bid, the sum of these items shall be considered to be the Total amount of Bid.

## PREBID CONFERENCE MINUTES

DATE & TIME: Tuesday, October 26, 2021 @ 2:00 p.m.  
PROJECT: Pavement Maintenance and Repair Project  
DE Project No. 729-0001-24  
LOCATION: MS State Port Authority  
2510 14<sup>th</sup> Street, Suite 1450  
Gulfport, Mississippi 39501  
BID DATE: November 9, 2021 @ 2:00 p.m.

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### I. Introduction

Introduction of attendees and representatives of the Owner and design engineering team.

### II. Project Overview

1. Scope of work, type of construction, special features.
2. This work consists of Pavement maintenance.
  - Work Order No.1 is the reconstruction of the Copa Drive truck yard entrance.

### III. Review contract time of performance and liquidated damages

1. Contract time is 30 calendar days.
2. Liquidated damages are \$500.00 per day.

### IV. Procedures for bidding and awarding the contract

SEALED BIDS will be received by the Port of Gulfport Admin Offices, 2510 14<sup>th</sup> Street, Suite 1450, Gulfport, Mississippi 39501 until 2:00 P. M. Central Time on November 9, 2021.

The bids must be submitted utilizing the bid package provided in the specifications or electronically at [www.centralbidding.com](http://www.centralbidding.com). The bidder must take care to comply with state bid laws.

With the Bidder's Bid, each Bidder shall provide the Authority with the following information:

1. Bidder must provide with Bid the name, location and place of business of each subcontractor who will perform work or labor or render services to the Contractor in or about the construction of the Work Improvement, or who will specially fabricate and install a portion of the Work according to detailed Drawings contained in the Plans and Specifications, in an amount in excess of one-half percent of the Contractor's total Bid.
2. Bidder must provide with Bid the portion of the Work which will be done by each subcontractor. Contractor shall list only one subcontractor for each portion as is defined by Contractor in the Bid.

3. Bidder must provide with Bid a copy of each Subcontractor's Mississippi State certificate of responsibility.
4. Bidder must provide with Bid a copy of the Contractor's Mississippi State certificate of responsibility.
5. Bidder must provide with Bid a certification letter stating that only resident labor shall be employed.
6. Bidder must provide with Bid a certification letter stating that Bidder will agree to use Mississippi products over non-Mississippi products.
7. Bidder must provide a Bid Bond with Bid.
8. If Bidder is a non-resident contractor, Bidder must provide a copy of Contractor's current State law pertaining to own State's treatment of non-resident contractors.
9. Bidder must provide with Bid the Certification Regarding Debarment, suspension, other responsibility matters and lobbying.

The Authority reserves the right to reject all Bids as well as any Bid that does not comply with the Authority's Advertisement to Bid and the Authority's Information for Bidders.

#### V. Coordination with the Authority

The West Pier Terminal is presently being used for Port operations. The Contractor's must not interfere with these or any other Port operations. All work shall be scheduled and conducted in close cooperation and coordination with Port officials and users. The West Security gate must remain in operation while being cleaned and repainted.

#### VI. Coordination with other Contractors

None

#### VII. Review procedures for submittals

DE will review all submittals in a timely manner, and will maintain adequate staff to provide a quick turnaround of all requests.

#### VIII. Issuance of Addenda

DE will issue an addendum to correct the items already identified for correction. Additional items may be included, and it will include the summary of this pre-bid conference, the sign-in sheet, and a list of plan holders.

- Work Order No.1 Change contract time 150 calendar days to 30 Calendar days.

#### XI. Contractor Questions

Questions concerning plans and specifications will be investigated and changes, if warranted, will be made by addendum. All questions must be submitted in writing to the Authority at least FIVE (5) days before the date of the Bid. Oral explanations or instructions given before the award of a Contract will not be binding. Any information given a prospective Bidder concerning a request will be furnished promptly to all prospective Bidders as an addendum to the Bid solicitation, if the information is necessary in submitting bids or if the lack of it would be prejudicial to the other prospective Bidders.

1. Will the Port add mobilization on the future work? Adding mobilization on a per each basis will provide for better unit prices. If not we have to add into unit price and will significantly increase the unit prices so we don't lose our shirts on small work order.

A: Mobilization will be added to the bid form for future work by addendum.

**SIGN-IN SHEET**  
**PRE-BID Meeting**  
**"Pavement Maintenance & Repair" project**

October 26, 2021 @ 2:00 pm

NAME

COMPANY

PHONE NUMBER

STAN WALLER

LANDMARK CONTRACTING

228 <sup>831</sup> 4425  
~~228-463-0130~~

John Stein

DE

228-463-0130



# State of Mississippi

## BOARD OF CONTRACTORS

ACTIVE

WARREN PAVING, INC.  
POST OFFICE BOX 572  
HATTIESBURG, MS 39401

is duly registered and entitled to perform

- 1) HIGHWAY, STREET AND BRIDGE CONSTRUCTION 2) HWY. DRAINAGE  
3) PILE DRIVING 4) WASTEWATER TREATMENT FACILITIES  
5) WATER & SEWER 6) WHARVES, DOCKS, HARBOR IMPROVEMENTS

*We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 17 day of Apr., 2021*



CERTIFICATE OF RESPONSIBILITY

No. 02932-SC

Expires Apr. 17, 2022

*Joel Q. Canell*

CHAIRMAN OF THE BOARD



# State of Mississippi

## BOARD OF CONTRACTORS

ACTIVE

LANDMARK CONTRACTING, INC.  
11147 OLD HIGHWAY 49  
GULFPORT, MS 39505

is duly registered and entitled to perform

- 1) BUILDING CONSTRUCTION 2) GRADING  
3) HIGHWAY, STREET AND BRIDGE CONSTRUCTION 4) HWY. DRAINAGE  
5) MUNICIPAL AND PUBLIC WORKS CONSTRUCTION 6) PAVING

*We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 9 day of Aug., 2021*



CERTIFICATE OF RESPONSIBILITY

No. 07410-MC

Expires Aug. 9, 2022

*Joel A. Canell*

CHAIRMAN OF THE BOARD





CONTRACTORS & ENGINEERS

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POST OFFICE BOX 572  
HATTIESBURG, MISSISSIPPI 39403  
TELEPHONE (601)544-7811 – FAX (601)544-2005

POST OFFICE BOX 2545  
GULFPORT, MISSISSIPPI 39503  
TELEPHONE (228)896-8003 – FAX (228)896-8155

September 29, 2021

Mississippi State Port Authority  
2510 14th Street, Suite 1450  
Gulfport, Mississippi, 39501

RE: State of MS Products

To Whom This May Concern,

If awarded this contract, Warren Paving, Inc will comply and will attempt to use only Mississippi products over non Mississippi products for work items presented in the bid.

If you have any questions or concerns, please do not hesitate to contact me immediately.

Thank You.

Sincerely,

Joel Moody  
VP of Asphalt Operations



CONTRACTORS & ENGINEERS

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POST OFFICE BOX 572  
HATTIESBURG, MISSISSIPPI 39403  
TELEPHONE (601)544-7811 – FAX (601)544-2005

POST OFFICE BOX 2545  
GULFPORT, MISSISSIPPI 39503  
TELEPHONE (228)896-8003 – FAX (228)896-8155

September 29, 2021

Mississippi State Port Authority  
2510 14th Street, Suite 1450  
Gulfport, Mississippi, 39501

RE: Resident Labor

To Whom This May Concern,

If awarded this contract, Warren Paving, Inc will comply and use only Mississippi resident labor on the extent of this project for work items presented in the bid.

If you have any questions or concerns, please do not hesitate to contact me immediately.

Thank You.

Sincerely,

Joel Moody  
VP of Asphalt Operations