

**LEGAL DEPARTMENT
CITY OF GULFPORT**

*P. O. Box 1780
Gulfport, MS. 39502*

*City Hall
2nd Floor
2309-15th Street*

MEMORANDUM

[To Request Matter to be placed upon Council Agenda]

To: Mayor Billy Hewes: Attention Dr. John Kelly, CAO

**Council President Ricky Dombrowski
Councilman Kenneth Casey
Councilwoman Ella Holmes-Hines
Councilman F. B. "Rusty" Walker, IV
Councilman Myles Sharp
Councilman R. Lee Flowers
Councilwoman Cara Pucheu**

Ronda Cole, Council Clerk

From: Margaret Murdock, Assistant City Attorney

Dated: December 30, 2013

RE: A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AWARD BID AND CONTRACT FOR THE CITY OF GULFPORT TRENCHLESS PIPE INSPECTION, CLEANING & REPAIR UNIT PRICE PROJECT AND TO AUTHORIZE THE MAYOR TO EXECUTE AND DELIVER ANY AND ALL DOCUMENTS TO EFFECTUATE THIS AWARD, INCLUDING BUT NOT LIMITED TO, A CONTRACT IN CONNECTION WITH SAME

This is to respectfully request placement and consideration of the attached item, referenced above, on the City Council Agenda **on the January 7, 2014, City Council Agenda**

Subject: *The attached resolution seeks award of the bid and contract for the City's Trenchless Pipe Inspection, Cleaning & Repair Unit Price Project and seeks authorization for the Mayor to sign a contract in connection with the award. Two bids were received, and Dax Alexander of Brown, Mitchell & Alexander, Inc. (Consulting Engineers); Kris Riemann, City Engineer; and Connie Debenport, Purchasing Manager; have recommended that the contract be awarded to Gulf Coast Underground, LLC, of Mobile, Alabama.*

The attached items have been presented to, or originate from the following Departments :

Department

Approve

Disapprove

Legal Department

Margaret Murdock

Also reviewed and approved by:

Submitted for review and approval to:

John Kelly, CAO, and/or
Mayor Billy Hewes

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Gulfport, Mississippi, held on the ____ day of _____, 2014, the following Resolution:

A RESOLUTION BY THE GULFPORT CITY COUNCIL TO AWARD BID AND CONTRACT FOR THE CITY OF GULFPORT TRENCHLESS PIPE INSPECTION, CLEANING & REPAIR UNIT PRICE PROJECT AND TO AUTHORIZE THE MAYOR TO EXECUTE AND DELIVER ANY AND ALL DOCUMENTS TO EFFECTUATE THIS AWARD, INCLUDING BUT NOT LIMITED TO, A CONTRACT IN CONNECTION WITH SAME

WHEREAS, the Governing Authorities of the City of Gulfport previously authorized the solicitation of bids to award a unit price contract for trenchless pipe inspection, cleaning and repair in the City, which contract will provide the Departments of Public Works and Engineering with another option for completing needed drainage and sewer repairs in a timely and convenient manner; and

WHEREAS, two (2) bids were submitted in response to the City's public notices in connection with the above reference project, identified in the bid documents as "Trenchless Pipe Inspection, Cleaning & Repair Unit Price Project," and such bid totals are set forth in the Bid Tabulation Sheet, which, along with a December 13, 2013, Letter from Dax Alexander of Brown, Mitchell & Alexander, Inc., Consulting Engineers, a December 13, 2013, Memorandum from City Engineer Kris Riemann, and a December 20, 2013, Memorandum from Purchasing Manager Connie Debenport are incorporated herein and collectively attached hereto as Exhibit "A"; and

WHEREAS, Brown, Mitchell, & Alexander, Inc., Consulting Engineers, inspected and reviewed the bids received and determined that the lowest monetary bid was submitted by Gulf Coast Underground, LLC, of Mobile, Alabama; and

WHEREAS, as set forth in Exhibit "A", City Engineer, Kris Riemann, recommends that this contract be awarded to Gulf Coast Underground, LLC, to be used on an as needed basis based on available funding; and

WHEREAS, it is in the best interest of the City of Gulfport that the contract for the "Trenchless Pipe Inspection, Cleaning & Repair Unit Price Project" be awarded to Gulf Coast

Underground, LLC, and that the City and Gulf Coast Underground, LLC, should enter into a contract relative to this project; and

WHEREAS, a proposed Agreement between the City and Gulf Coast Underground, LLC, is attached hereto as Exhibit “B” for review, consideration and approval.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GULFPORT, MISSISSIPPI, AS FOLLOWS, TO WIT:

Section 1. That the matters, facts and things recited in the Preamble hereto are hereby adopted as the official findings of the Governing Authority.

Section 2. That the contract for the “Trenchless Pipe Inspection, Cleaning & Repair Unit Price Project”, be and it is hereby awarded to Gulf Coast Underground, LLC, whose bid was responsive and which is the “lowest and best” bidder.

Section 3. That the proposed Agreement between the City and Gulf Coast Underground, LLC, as found in Exhibit “B” hereto, be and the same is hereby approved in substantially the same or similar form as found in Exhibit “B” and that the Mayor be and he is hereby authorized, on behalf of the City of Gulfport, to enter into, sign, execute, and deliver any and all documents needed to effectuate the awarding of the bid and contract to Gulf Coast Underground, LLC, for the “Trenchless Pipe Inspection, Cleaning & Repair Unit Price Project”, including but not limited to the Agreement found in Exhibit “B” hereto.

Section 4. That this Resolution be, and it is hereby ordered to be spread on the minutes of the governing Authority, and to be in full force and effect immediately upon its passage and enactment according to law.

The above and foregoing Resolution, after having been first reduced to writing and ready by the Clerk, was introduced by _____, seconded by _____, and was adopted by the following roll call vote:

AYES

NAYS

ABSENT

WHEREUPON, the President declared the motion carried and the Resolution adopted
this the _____ day of _____, 2014.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF THE COUNCIL

PRESIDENT

The above and foregoing Ordinance was submitted to and approved by the Mayor, this
the _____ day of _____, 2014.

APPROVED:

MAYOR

Memorandum - City of Gulfport

Purchasing

To: The Honorable Mayor and City Council

From: Connie Debenport, Purchasing Manager

Date: December 20, 2013

**Re: Contract Award Recommendation
Trenchless Pipe Inspection, Cleaning & Repair Unit Price Project
Bids Received 11-12-2013**

Please see attached letters of recommendation from Kris Riemann and Dax Alexander, requesting your approval to award the Trenchless Pipe Inspection, Cleaning & Repair Unit Price Project as submitted by Gulf Cost Underground, LLC (GCU) out of Mobile, AL.

This contract is utilized on an as-needed basis for pipe repairs of sewer and stormdrainage systems without open excavation. The tabulation sheet is attached for your review and approval.

It is my recommendation to approve the award and I thank you for your consideration.

Memorandum – City of Gulfport

To: Connie Debenport
CC: Mayor Billy Hewes
Dr. John Kelly, CAO
Wayne Miller, P.E., Public Works
From: Kris Riemann, P.E.
Date: 12/13/13
Re: **Recommendation to Award Contract**
-Trenchless Pipe Inspection, Cleaning, & Repair Unit Price Project

On November 12, 2013, bids were received for the above referenced project. Two (2) bids were received. Attached is a copy of the bid tabulation. The lowest bid received was from Gulf Coast Underground, LLC. (GCU) of Mobile, MS in the amount of \$1,253,142.00.

We have used this type of unit price project successfully in the past. This contracting arrangement allows the City a method to perform pipe repairs of sewer and storm drainage systems without open excavation. This process will line existing pipes and create a new pipe inside of the old pipe.

No funding is required at this time. This project will be used on an as-needed basis to assist the Department of Public Works with repairs to the drainage and sewer systems. For each project, a scope of work will be determined, funding will be established, and a work authorization will be issued based on the unit prices. It will provide the Departments of Public Works and Engineering with another option for completing needed repairs in a timely and convenient manner.

Therefore, I recommend approval of the contract to Gulf Coast Underground, LLC. Please place this item on the January 7, 2014 Council Agenda.

Attachments: 1. Dax Alexander, P.E. Letter dated 12/13/2013
 2. Bid Tabulation
 3. Contract

December 13, 2013

Mr. Kris Riemann, P.E., Director
Gulfport Engineering Department
4050 Hewes Avenue
Gulfport, MS 39507

**RE: Trenchless Pipe Inspection, Cleaning & Repair
Unit Price Contract**

Dear Mr. Riemann:

As you know, bids were received on November 12, 2013 for the above referenced project. A total of two (2) bids were received. We have prepared and enclosed a bid tabulation for your review. Gulf Coast Underground, LLC (GCU) of Mobile, AL submitted the lowest bid of \$1,253,142.00.

We have made an investigation into GCU's qualifications and have received very positive responses from prior and current owners that have contracted with them. Therefore, subject to your attorney's review and the submission of the proper bonds and insurance by the Contractor, we are hereby recommending award of the contract to Gulf Coast Underground, LLC.

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

Sincerely,



Dax Alexander, P.E.
President

Enclosure

Cc: Ms. Connie Debenport, Gulfport Purchasing w/enclosure

**CITY OF GULFPORT
TRENCHLESS PIPE INSPECTION, CLEANING & REPAIR
UNIT PRICE CONTRACT**

CONTRACTOR'S BID TABULATION
BIDS RECEIVED ON NOVEMBER 12, 2013 UNTIL 10:00 AM LOCAL TIME
AT CITY OF GULFPORT PROCUREMENT DEPARTMENT, 1410 24TH AVENUE
GULFPORT, MS 39501

CERTIFICATE OF RESPONSIBILITY				GULF COAST UNDERGROUND		SUNCOAST INFRASTRUCTURE INC	
ADDENDUM RECEIVED AND ACKNOWLEDGED				3150 OLD SHELL ROAD MOBILE, AL 36607 16667 SC YES		P O BOX 397 FLORENCE, MS 39073 12019-MC YES	
ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
BASE BID:							
01505-A	MOBILIZATION / DEMOBILIZATION (CLEANING & INSPECTION OF GRAVITY SANITARY SEWER)	1	EA	\$5,000.00	\$25,000.00	\$750.00	\$3,750.00
01505-B	MOBILIZATION / DEMOBILIZATION (CIPP INSERTION)	1	EA	\$9,915.00	\$49,575.00	\$1,500.00	\$7,500.00
01505-C	MOBILIZATION / DEMOBILIZATION (MANHOLE REHABILITATION)	2	EA	\$1,500.00	\$3,000.00	\$1,500.00	\$3,000.00
01505-D	MOBILIZATION / DEMOBILIZATION (SMOKE TESTING)	1	EA	\$500.00	\$500.00	\$500.00	\$500.00
01505-E	MOBILIZATION / DEMOBILIZATION (CIPP SHORT LINER)	5	EA	\$5,000.00	\$25,000.00	\$3,665.00	\$18,325.00
01505-F	MOBILIZATION / DEMOBILIZATION (CLEANING & INSPECTION OF STORM SEWER PIPE)	5	EA	\$8,000.00	\$25,000.00	\$750.00	\$3,750.00
01510-A	PERFORMANCE & PAYMENT BONDS	1	LS	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
01570-A	TRAFFIC CONTROL DEVICE SETUP	5	EA	\$125.00	\$625.00	\$150.00	\$750.00
01570-B	TRAFFIC CONTROL DEVICE OPERATION	15	DAY	\$45.00	\$675.00	\$250.00	\$3,750.00
01570-C	TRAFFIC FLAGMAN	200	HR	\$30.00	\$6,000.00	\$35.00	\$7,000.00
02729-A	LIGHT CLEAN 15" & 18" STORM SEWER	100	LF	\$2.00	\$200.00	\$7.00	\$700.00
02729-B	MEDIUM CLEAN 15" & 18" STORM SEWER	100	LF	\$3.00	\$300.00	\$9.00	\$900.00
02729-C	HEAVY CLEAN 15" & 18" STORM SEWER	100	LF	\$4.00	\$400.00	\$9.00	\$900.00
02729-D	LIGHT CLEAN 21" & 24" STORM SEWER	100	LF	\$4.00	\$400.00	\$10.00	\$1,000.00
02729-E	MEDIUM CLEAN 21" & 24" STORM SEWER	100	LF	\$5.00	\$500.00	\$9.00	\$900.00
02729-F	HEAVY CLEAN 21" & 24" STORM SEWER	100	LF	\$6.00	\$600.00	\$9.00	\$900.00
02729-G	LIGHT CLEAN 27" & 30" STORM SEWER	100	LF	\$8.00	\$800.00	\$13.00	\$1,300.00
02729-H	MEDIUM CLEAN 27" & 30" STORM SEWER	100	LF	\$8.00	\$800.00	\$9.00	\$900.00
02729-I	HEAVY CLEAN 27" & 30" STORM SEWER	100	LF	\$10.00	\$1,000.00	\$9.00	\$900.00
02729-J	LIGHT CLEAN 36" STORM SEWER	100	LF	\$10.00	\$1,000.00	\$18.00	\$1,800.00
02729-K	MEDIUM CLEAN 36" STORM SEWER	100	LF	\$15.00	\$1,500.00	\$9.00	\$900.00
02729-L	HEAVY CLEAN 36" STORM SEWER	100	LF	\$20.00	\$2,000.00	\$9.00	\$900.00
02735-A	CLEAN & CCTV INSPECT 6" SANITARY SEWER PIPE	100	LF	\$2.00	\$200.00	\$4.00	\$400.00
02735-B	LIGHT CLEAN & CCTV INSPECT 8"-10" SANITARY SEWER MAIN	5,000	LF	\$2.50	\$12,500.00	\$4.00	\$20,000.00
02735-C	HEAVY CLEAN & CCTV INSPECT 8"-10" SANITARY SEWER MAIN	1,000	LF	\$3.00	\$3,000.00	\$9.00	\$9,000.00
02735-D	LIGHT CLEAN & CCTV INSPECT 12"-15" SANITARY SEWER MAIN	1,000	LF	\$2.50	\$2,500.00	\$5.00	\$5,000.00
02735-E	HEAVY CLEAN & CCTV INSPECT 12"-15" SANITARY SEWER MAIN	500	LF	\$4.50	\$2,250.00	\$9.00	\$4,500.00
02735-F	LIGHT CLEAN & CCTV INSPECT 18"-21" SANITARY SEWER MAIN	1,000	LF	\$3.00	\$3,000.00	\$7.00	\$7,000.00
02735-G	HEAVY CLEAN & CCTV INSPECT 18"-21" SANITARY SEWER MAIN	300	LF	\$6.00	\$1,800.00	\$9.00	\$2,700.00
02735-H	LIGHT CLEAN & CCTV INSPECT 24"-27" SANITARY SEWER MAIN	500	LF	\$4.00	\$2,000.00	\$8.00	\$4,000.00
02735-I	HEAVY CLEAN & CCTV INSPECT 24"-27" SANITARY SEWER MAIN	250	LF	\$8.00	\$2,000.00	\$9.00	\$2,250.00
02735-J	LIGHT CLEAN & CCTV INSPECT 30" SANITARY SEWER MAIN	500	LF	\$6.00	\$3,000.00	\$10.00	\$5,000.00
02735-K	HEAVY CLEAN & CCTV INSPECT 30" SANITARY SEWER MAIN	250	LF	\$10.00	\$2,500.00	\$9.00	\$2,250.00
02735-L	INTERNALLY TRIM PROTRUDING SERVICE CONNECTIONS	25	EA	\$200.00	\$5,000.00	\$120.00	\$3,000.00
02735-M	CCTV INSPECTION WITH DYE-WATER FLOODING OR EXFILTRATION TESTING (6"-12" PIPE)	1,000	LF	\$4.00	\$4,000.00	\$1.00	\$1,000.00
02735-N	CCTV INSPECTION WITH DYE-WATER FLOODING OR EXFILTRATION TESTING (18"-21" PIPE)	500	LF	\$6.00	\$3,000.00	\$2.00	\$1,000.00
02735-O	CCTV INSPECTION WITH DYE-WATER FLOODING OR EXFILTRATION TESTING (24"-30" PIPE)	500	LF	\$8.00	\$4,000.00	\$4.00	\$2,000.00
02736-A	INSERTION OF 4.5 mm CIPP IN 8" MAIN	250	LF	\$29.00	\$7,250.00	\$29.00	\$7,250.00
02736-B	INSERTION OF 7.5 mm CIPP IN 8" MAIN	5,000	LF	\$29.00	\$145,000.00	\$29.00	\$145,000.00
02736-C	INSERTION OF 7.5 mm CIPP IN 10" MAIN	1,000	LF	\$33.00	\$33,000.00	\$34.00	\$34,000.00
02736-D	INSERTION OF 7.5 mm CIPP IN 12" MAIN	500	LF	\$37.00	\$18,500.00	\$38.00	\$19,000.00
02736-E	INSERTION OF 9.0 mm CIPP IN 15" MAIN	500	LF	\$30.00	\$15,000.00	\$45.00	\$22,500.00
02736-F	INSERTION OF 9.0 mm CIPP IN 18" MAIN	300	LF	\$57.00	\$17,100.00	\$52.00	\$15,600.00
02736-G	INSERTION OF 12.0 mm CIPP IN 21" MAIN	300	LF	\$78.00	\$23,400.00	\$75.00	\$22,500.00
02736-H	INSERTION OF 12.0 mm CIPP IN 24" MAIN	300	LF	\$84.00	\$25,200.00	\$83.00	\$24,900.00
02736-I	INSERTION OF 12.0 mm CIPP IN 24" MAIN	300	LF	\$85.00	\$25,500.00	\$86.00	\$25,800.00
02736-J	INSERTION OF 12.0 mm CIPP IN 30" MAIN	300	LF	\$102.00	\$30,600.00	\$90.00	\$27,000.00
02736-K	INSERTION OF 12.0 mm CIPP IN 30" MAIN	50	LF	\$139.00	\$6,950.00	\$102.00	\$5,100.00
02736-L	BRUSH AND CUT SERVICE	150	EA	\$136.00	\$20,400.00	\$1.00	\$150.00
02736-M	SETUP TO CIPP SERVICE	25	EA	\$2,760.00	\$69,000.00	\$1,665.00	\$41,625.00

**CITY OF GULFPORT
TRENCHLESS PIPE INSPECTION, CLEANING & REPAIR
UNIT PRICE CONTRACT**

CONTRACTOR'S BID TABULATION
BIDS RECEIVED ON NOVEMBER 12, 2013 UNTIL 10:00 AM LOCAL TIME
AT CITY OF GULFPORT PROCUREMENT DEPARTMENT, 1410 24TH AVENUE
GULFPORT, MS 39501

CERTIFICATE OF RESPONSIBILITY ADDENDUM RECEIVED AND ACKNOWLEDGED				GULF COAST UNDERGROUND 3168 OLD SHELL ROAD MOBILE, AL 36607 14467-SC YES		SUNCOAST INFRASTRUCTURE INC P.O. BOX 387 FLORENCE, MS 39073 12019-MC YES	
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
BASE BID:							
02736-N	CIPP SERVICE LATERAL FROM MAIN TO PROPERTY LINE	800	LF	\$15.00	\$12,000.00	\$167.00	\$125,800.00
02738-A	STRUCTURAL MANHOLE REHABILITATION (CEMENTITIOUS)	250	VF	\$155.00	\$38,750.00	\$750.00	\$37,600.00
02738-B	STRUCTURAL MANHOLE REHABILITATION (CONDITION C, 300 MILS 100% SOLID EPOXY)	250	VF	\$225.00	\$56,250.00	\$365.00	\$66,750.00
02738-C	STRUCTURAL MANHOLE REHABILITATION (CONDITION C, 350 MILS 100% SOLID EPOXY)	250	VF	\$230.00	\$57,500.00	\$365.00	\$91,250.00
02738-D	NON-STRUCTURAL MANHOLE REHABILITATION (CONDITION A, 150 MILS 100% SOLID EPOXY)	250	VF	\$205.00	\$51,250.00	\$280.00	\$62,500.00
02738-E	NON-STRUCTURAL MANHOLE REHABILITATION (CONDITION A, 200 MILS 100% SOLID EPOXY)	250	VF	\$215.00	\$53,750.00	\$300.00	\$75,000.00
02738-F	NON-STRUCTURAL MANHOLE REHABILITATION (CONDITION B, 175 MILS 100% SOLID EPOXY)	250	VF	\$210.00	\$52,500.00	\$285.00	\$68,250.00
02738-G	NON-STRUCTURAL MANHOLE REHABILITATION (CONDITION B, 250 MILS 100% SOLID EPOXY)	250	VF	\$220.00	\$55,000.00	\$315.00	\$78,750.00
02738-H	REHABILITATE MANHOLE BENCH / TROUGH	20	EA	\$105.00	\$2,100.00	\$270.00	\$5,400.00
02738-I	REPAIR MANHOLE / LINER CONNECTION	10	EA	\$45.00	\$450.00	\$120.00	\$1,200.00
02739-A	STRUCTURAL MANHOLE REHABILITATION (POLYUREA LINING)	250	VF	\$200.00	\$50,000.00	\$200.00	\$50,000.00
02740-A	SMOKE TESTING	3,000	LF	\$0.50	\$1,500.00	\$0.60	\$1,800.00
02741-A	DYE-WATER FLOODING & EXFILTRATION TESTING	24	HR	\$300.00	\$7,200.00	\$125.00	\$3,000.00
02742-A	8" CIPP SHORT LINER	100	LF	\$300.00	\$30,000.00	\$307.00	\$30,700.00
02742-B	8" CIPP SHORT LINER	100	LF	\$310.00	\$31,000.00	\$318.00	\$31,800.00
02742-C	10" CIPP SHORT LINER	100	LF	\$320.00	\$32,000.00	\$371.00	\$37,100.00
02742-D	12" CIPP SHORT LINER	100	LF	\$330.00	\$33,000.00	\$524.00	\$52,400.00
02743-A	SETUP 2" BYPASS PUMP	20	EA	\$233.00	\$4,660.00	\$20.00	\$400.00
02743-B	SETUP 3" BYPASS PUMP	20	EA	\$282.00	\$5,640.00	\$30.00	\$600.00
02743-C	SETUP 4" BYPASS PUMP	20	EA	\$350.00	\$7,000.00	\$75.00	\$1,500.00
02743-D	SETUP 6" BYPASS PUMP	10	EA	\$408.00	\$4,080.00	\$1,500.00	\$15,000.00
02743-E	SETUP 8" BYPASS PUMP	2	EA	\$466.00	\$932.00	\$4,500.00	\$9,000.00
02743-F	OPERATION OF 2" BYPASS PUMP	100	HR	\$35.00	\$3,500.00	\$2.00	\$200.00
02743-G	OPERATION OF 3" BYPASS PUMP	100	HR	\$41.00	\$4,100.00	\$3.00	\$300.00
02743-H	OPERATION OF 4" BYPASS PUMP	75	HR	\$47.00	\$3,525.00	\$15.00	\$1,125.00
02743-I	OPERATION OF 6" BYPASS PUMP	50	HR	\$58.00	\$2,900.00	\$125.00	\$6,250.00
02743-J	OPERATION OF 8" BYPASS PUMP	20	HR	\$70.00	\$1,400.00	\$215.00	\$4,300.00
02743-K	EXTENSION OF 4" BYPASS DISCHARGE FORCE MAIN PIPING	300	LF	\$1.50	\$450.00	\$2.00	\$600.00
02743-L	EXTENSION OF 6" BYPASS DISCHARGE FORCE MAIN PIPING	100	LF	\$2.50	\$250.00	\$8.00	\$800.00
02743-M	EXTENSION OF 8" BYPASS DISCHARGE FORCE MAIN PIPING	100	LF	\$3.50	\$350.00	\$12.00	\$1,200.00
02761-A	PHYSICAL INSPECTION OF SANITARY & STORMWATER STRUCTURES	50	EA	\$75.00	\$3,750.00	\$50.00	\$2,500.00
TOTAL BASE BID					\$1,253,142.00		\$1,482,788.50

*Mathematical errors have been identified and/or corrected

THIS IS TO CERTIFY THAT THE TABULATION OF BIDS SHOWN HEREIN IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF

Dax Alexander
DAX ALEXANDER, P.E., PRESIDENT



**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the ____ day of _____ in the year 2013, by and between **CITY OF GULFPORT** (hereinafter called OWNER) and **GULF COAST UNDERGROUND, LLC** (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

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

**TRENCHLESS PIPE INSPECTION, CLEANING & REPAIR
UNIT PRICE CONTRACT**

CONTRACTOR understands that after award of the unit price contract, the City will issue site specific work orders to complete different types of projects. Each work order will contain an estimate of quantities and the items necessary to complete the work, along with an estimate of the days required to complete the project. Individual work orders will not exceed \$200,000.00. The City is not guaranteeing any amount of work, and the work at the end of one year may be significantly more or less than the total bid submitted. After the first year of operation under this Contract, the Contract can be renewed for a second year, provided both parties are in agreement.

Article 2. ENGINEER.

The Project has been designed by:

BROWN, MITCHELL & ALEXANDER, INC.
521 34th Street
Gulfport, Mississippi 39507

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES.

3.1. Bidder must agree to commence work on each project under this unit price contract within a maximum time period of seven (7) calendar days. Failure to initiate work within seven (7) calendar days for each individual project will be justification by the OWNER for termination of the Agreement.

3.2. After issuance of the work order authorizing work under this Contract, OWNER and CONTRACTOR will agree upon a schedule of an estimated date of completion of the work. CONTRACTOR's failure to prosecute the work when good working conditions exist will also constitute justification for termination of the Contract.

3.3. This Contract will be effective for Three Hundred Sixty-Five (365) calendar days and one optional period of Three Hundred Sixty-Five (365) calendar days after the Contract Time commences.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

The sum of the total amount authorized by the addition of the unit prices for the work authorizations in accordance with CONTRACTOR's Bid Proposal dated November 12, 2013.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. *Progress Payments; Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the _____ day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07 of the General Conditions (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER

shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

5.1.1.1. Projects with a Contract total amount of less than \$250,000 and no subcontractor:

5.1.1.1.1. Ninety percent (90%) of Work completed (with the balance being retainage).

5.1.1.1.2. Ninety percent (90%) (with the balance being retainage) of material and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.02 of the General Conditions).

5.1.1.2. On projects in which the total Contract Price is Two Hundred Fifty Thousand Dollars (\$250,000.00) or greater or on any Contract with a subcontractor, regardless of amount; five percent (5%) shall be retained until the work is at least fifty percent (50%) complete, on schedule and satisfactory in the engineer's opinion, fifty percent (50%) of the retainage held to date shall be returned to the prime contractor for distribution to the appropriate subcontractors and suppliers. After fifty percent (50%) completion, projects of this magnitude shall have a two and one-half percent (2.5%) retainage provided that the project is on schedule and satisfactory in the engineer's opinion.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to ninety-seven and one-half percent (97.5%) of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions.

5.2. *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

Article 6. INTEREST.

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest from the due date until paid at the rate of one percent (1%) per month until fully paid.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents, including the "technical data."

7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02.A of the General Conditions. CONTRACTOR accepts the determinations set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings

identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1. This Agreement (pages 1 to 8, inclusive).
- 8.2. Exhibits to this Agreement (pages 0 to 0, inclusive).
- 8.3. Performance, Payment, and other Bonds consisting of six (6) pages.
- 8.4. Notice to Proceed.
- 8.5. General Conditions (pages 1 to 62, inclusive).
- 8.6. Supplementary Conditions (pages 1 to 15, inclusive).
- 8.7 Specifications bearing the title:

TRENCHLESS PIPE INSPECTION, CLEANING & REPAIR UNIT PRICE CONTRACT

and consisting of 13 divisions, as listed in table of contents thereof.

- 8.8. ~~Drawings consisting of a cover sheet and sheets numbered ___ through ___, inclusive, with each sheet bearing the following general title:~~
- 8.9. Addenda numbers 1 to 1, inclusive.
- 8.10. CONTRACTOR's Bid Proposal (pages 1 to 7, inclusive) marked Exhibit "A".
- 8.11. Documentation submitted by CONTRACTOR prior to Notice of Award (pages 0 to 0, inclusive).

- 8.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

Article 9. MISCELLANEOUS.

- 9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

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

9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- 9.5. *Contractor's Certifications.* CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.5:

9.5.1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

9.5.2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of OWNER, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;

9.5.3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

9.5.4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.6. OTHER PROVISIONS.

None.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 2013, (which is the effective Date of the Agreement).

OWNER:
City of Gulfport

CONTRACTOR:
Gulf Coast Underground, LLC

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:
P.O. Box 1780
Gulfport, MS 39502

Address for giving notices:
3158 Old Shell Road
Mobile, AL 36607

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

Certificate of Responsibility
No.14487-SC

Agent for service of process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)