

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 FOR CITYWIDE PAVING PROJECT – PHASE 8 TO
J. LEVENS BUILDERS, INC.**

WHEREAS, the City has undertaken a citywide project to pave certain and various streets that were identified as being in the greatest need of maintenance and improvement; and

WHEREAS, bids for Phase 8 of the Citywide Paving Project were solicited, and six (6) bids were received in response to the bid solicitation; and

WHEREAS, on January 16, 2014, the bids were opened, and J. Levens Builders, Inc., of Long Beach, Mississippi, was found to have submitted the lowest and best bid in the amount of \$434,622.00 and both Harold Ables, PE of Brown, Mitchell, & Alexander, Inc., (Project Engineers) and Kris Riemann (City Engineer) have recommended award to the aforementioned lowest bidder.

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

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 bid of J. Levens Builders, Inc., of Long Beach, Mississippi, being the lowest and best bid submitted for Phase 8 of the Citywide Paving Project be, and the same is hereby, accepted .

SECTION 3. That this Resolution shall be in effect according to law, and shall be spread upon the minutes of the Gulfport City Council.

The above and foregoing Resolution, after having been first reduced to writing and read 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 Resolution submitted to and approved by the Mayor, this the _____ day of _____, 2014.

MAYOR

Memorandum – City of Gulfport

To: Connie Debenport, Purchasing
CC: Mayor Billy Hewes Scott Wilson, Finance
Dr. John Kelly, CAO Wayne Miller, P.E., Public Works
From: Kris Riemann, P.E. *RKR*
Date: 1/24/14
Re: **Recommendation to Award Contract**
- Phase 8 – Citywide Paving – Broad Avenue

On January 16, 2014, bids were received for the above referenced project. Six (6) bids were received. Attached is a copy of the bid tabulation. The lowest bid received was from J. Levens Builders, Inc. of Long Beach, MS in the amount of \$434,622.00. The contract time is 60 calendar days.

This project is designed to pave Broad Avenue from Railroad Street to Engram Drive and to install approximately 2000 L.F. of new water main. The City has budgeted the funds for the paving in the 2012 Bond Issue. The water portion of the work, \$140,000.00, will be paid from the Water & Sewer Fund and a Budget Amendment is included on this same Council Agenda.

Therefore, I recommend approval of the contract to J. Levens Builders, Inc. Please place this item on the February 4, 2014 Council Agenda.

Attachments:

1. Harold Ables Letter dated 1/20/2014
2. Bid Tabulation
3. Contract

RECEIVED
1/24

KNESAL ENGINEERING

S E R V I C E S , I N C .

January 20, 2014

Kris Riemann, P.E.
Director of Engineering
City of Gulfport
4050 Hewes Avenue
Gulfport, Mississippi 39507

Letter No.: 014-2862
Re: Phase 8 – Citywide Paving Project
KES Project No. 2862

Dear Mr. Riemann:

Attached are three copies of the Bid Tabulation for the bids received on January 16th, 2014 for the City Wide Paving Project – Phase 8, Broad Avenue project.

The apparent low bidder is J. Levens Builders, Inc. The amount of their bid, \$434,622.00 is within the amount we have recommended be budgeted.

I have found no omissions within the bid documents they submitted, and I recommend that the contract be awarded to them.

Please do not hesitate to call if you have any questions or need more information.

Sincerely,

KNESAL ENGINEERING SERVICES, INC.



Harold M. Ables, Jr., P.E.
Project Manager

Attachments

C O N S U L T I N G E N G I N E E R S

14321 CREOSOTE ROAD • GULFPORT, MISSISSIPPI 39503 • 228•867•9100 • FAX 228•865•0043

**CITY OF GULFPORT, MS
CITY WIDE PAVING PROJECT - PHASE 8
Broad Avenue
BID TABULATION
BIDS OPENED JANUARY 16, 2014 10:00 AM
KNESAL ENGINEERING SERVICES, INC.
KES PROJECT No. 2862**

Item No.	Item Description	Engineer's Estimate				J. Levens Builders, Inc.		Knowles Construction, Inc.		Jay Bearden Construction, Inc.		A & C Industrial, Inc.		LJ Construction, Inc.		Land Shaper, Inc.	
		Qty	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
BASE BID ITEMS																	
1	Mobilization, Including Laydown Yard Lease/Rental as Applicable	1	LS	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00	\$40,000.00	\$40,000.00	\$30,000.00	\$30,000.00	\$17,935.00	\$17,935.00	\$16,000.00	\$16,000.00	\$61,959.40	\$61,959.40
2	Photocopying Video & Photographs: To be completed prior to the beginning of any construction activity.	1	LS	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$685.75	\$685.75	\$3,000.00	\$3,000.00	\$494.00	\$494.00
3	Traffic Control, Temporary Signs, and Barricades	1	LS	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$3,500.00	\$3,500.00	\$9,708.00	\$9,708.00	\$12,500.00	\$12,500.00	\$5,218.00	\$5,218.00
4	Project Sign	1	LS	\$500.00	\$500.00	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$474.75	\$474.75	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00
5	Construction Stakeout	1	LS	\$3,000.00	\$3,000.00	\$8,500.00	\$8,500.00	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$1,899.00	\$1,899.00	\$8,500.00	\$8,500.00	\$3,475.00	\$3,475.00
6	Construction QC Testing	1	LS	\$3,000.00	\$3,000.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$12,000.00	\$12,000.00	\$7,596.00	\$7,596.00	\$15,000.00	\$15,000.00	\$2,420.00	\$2,420.00
7	Perform SWPPP Erosion Control and Sediment Prevention (gas work, in addition to the specified BMPs, as necessary to adapt to the Contractor's Operations), Including Assuming and Maintaining Responsibility for the CMAQ Requirements, and Including the Periodic Reporting Requirements and Repair of Facilities During Construction	1	LS	\$3,000.00	\$3,000.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$1,582.50	\$1,582.50	\$7,500.00	\$7,500.00	\$1,740.00	\$1,740.00
8	Provide, Install, and Remove Silt Fence (Solid Only) Where Indicated on the Drawings or directed by Engineer for control of the project as designed; Not to be paid where used to adapt to Contractor's operations outside of the project areas as designed.)	60	LF	\$4.40	\$264.00	\$12.50	\$750.00	\$10.00	\$600.00	\$5.50	\$330.00	\$5.94	\$356.40	\$4.50	\$270.00	\$8.00	\$480.00
9	Clear & Grub and Dispose of Materials (Not Including Materials for Which a Specific Removal Pay Item is Provided)	0.30	AC	\$5,000.00	\$1,500.00	\$10,000.00	\$3,000.00	\$10,000.00	\$3,000.00	\$18,000.00	\$5,400.00	\$4,747.50	\$1,424.25	\$10,500.00	\$3,150.00	\$5,222.00	\$1,556.60
10	Install/Prepare Sealed to Specified Thickness Before Installation of Vegetative Cover	702	SY	\$1.00	\$702.00	\$3.50	\$2,437.00	\$1.00	\$702.00	\$2.00	\$1,554.00	\$0.84	\$586.88	\$1.00	\$702.00	\$1.00	\$702.00
11	Install Vegetative Cover On Sealed/Prepared per Specifications	702	SY	\$1.00	\$702.00	\$5.00	\$3,510.00	\$1.00	\$702.00	\$1.50	\$1,173.00	\$0.84	\$586.88	\$1.00	\$702.00	\$1.00	\$702.00
12	Thermoplastic Legend White (2" Solid White)	130	LF	\$11.00	\$1,430.00	\$5.50	\$715.00	\$5.00	\$650.00	\$4.80	\$624.00	\$4.38	\$569.40	\$3.00	\$1,040.00	\$4.40	\$572.00
13	Thermoplastic Traffic Stripe (4" Double Cont. Yellow)	7,420	LF	\$2.20	\$16,324.00	\$1.00	\$7,420.00	\$1.00	\$6,676.00	\$0.90	\$6,676.00	\$0.95	\$7,049.00	\$2.75	\$20,405.00	\$1.00	\$7,420.00
14	Thermoplastic Traffic Stripe (4" Cont White)	7,890	LF	\$2.20	\$17,358.00	\$1.00	\$7,890.00	\$1.00	\$7,890.00	\$0.90	\$7,101.00	\$0.95	\$7,495.50	\$2.75	\$21,697.50	\$1.00	\$7,890.00
15	Thermoplastic Traffic Stripe (2" Solid White)	7,200	LF	\$2.20	\$16,016.00	\$0.75	\$5,400.00	\$1.00	\$7,200.00	\$0.60	\$4,368.00	\$0.69	\$5,023.20	\$2.75	\$20,020.00	\$0.75	\$5,460.00
16	Thermoplastic Legend White (12" Solid White)	420	LF	\$6.60	\$2,772.00	\$3.00	\$1,260.00	\$3.00	\$1,260.00	\$2.40	\$1,008.00	\$2.27	\$953.40	\$9.00	\$3,780.00	\$2.20	\$924.00
17	ReflectORIZED Permanent Traffic "ONLY" Marker	2	EA	\$165.00	\$330.00	\$250.00	\$500.00	\$200.00	\$400.00	\$180.00	\$360.00	\$194.63	\$389.26	\$550.00	\$1,100.00	\$165.00	\$330.00
18	ReflectORIZED Permanent Traffic Turn Lane Arrow Marker	1	EA	\$165.00	\$165.00	\$250.00	\$250.00	\$200.00	\$200.00	\$180.00	\$180.00	\$194.63	\$194.63	\$550.00	\$550.00	\$165.00	\$165.00

**CITY OF GULFPORT, MS
CITY WIDE PAVING PROJECT - PHASE 8
Broad Avenue**

**BID TABULATION
BIDS OPENED JANUARY 16, 2014 10:00 AM
KNESAL ENGINEERING SERVICES, INC.**

KES PROJECT No. 2862

Item No.	Item Description	Engineer's Estimate				J. Levens Builders, Inc.		Knowles Construction, Inc.		Jay Bearden Construction, Inc.		A & C Industrial, Inc.		LJ Construction, Inc.		Land Shaper, Inc.	
		Qty	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
19	Cold Mill the Existing Asphalt Surface (To Depth Specified)- Contractor Hauls and Returns	9,630	SY	\$3.90	\$37,657.00	\$4.00	\$38,520.00	\$4.00	\$38,520.00	\$4.20	\$40,446.00	\$3.98	\$38,134.80	\$5.50	\$52,965.00	\$3.50	\$33,705.00
20	12" C900 PVC Water Line with Standard Joints	2,000	LF	\$27.00	\$54,000.00	\$25.00	\$50,000.00	\$25.00	\$50,000.00	\$36.80	\$73,600.00	\$56.02	\$112,040.00	\$29.10	\$58,200.00	\$60.00	\$120,000.00
21	12" C900 PVC Water Line with Restrainted Joints (Restrainted Backfill Paid Separately, if Needed)	280	LF	\$40.00	\$11,800.00	\$35.00	\$10,150.00	\$50.00	\$14,500.00	\$38.80	\$11,252.00	\$66.89	\$19,398.10	\$38.45	\$11,150.50	\$88.00	\$19,720.00
22	Ductile Iron Fittings G153 - Restrainted Joints - Water (Including all restraining materials and work, but not including the Restrainted Backfill, Paid Separately, if Needed)	1,400	LB	\$5.10	\$7,140.00	\$5.00	\$7,000.00	\$5.00	\$7,000.00	\$6.10	\$8,540.00	\$5.62	\$7,868.00	\$4.10	\$5,740.00	\$5.85	\$8,190.00
23	Restrainted Joint at 12 inch Fitting- Water (To be paid once per fitting but except for blind fittings) (Not including Restrainted Backfill, Paid Separately, if needed)	7	EA	\$77.00	\$539.00	\$350.00	\$2,450.00	\$250.00	\$1,750.00	\$330.00	\$2,310.00	\$353.43	\$2,474.01	\$263.85	\$2,056.95	\$215.00	\$1,505.00
24	Restrainted Joint Association for 12" Fittings to Pipe Joints (Not including Restrainted Backfill, Paid Separately, if needed)	18	EA	\$60.00	\$1,080.00	\$250.00	\$4,500.00	\$300.00	\$5,400.00	\$330.00	\$5,940.00	\$2,463.47	\$44,702.48	\$293.88	\$5,289.30	\$215.00	\$3,870.00
25	8" Gate Valve with Valve Box and Valve Marker	1	EA	\$3,300.00	\$3,300.00	\$1,700.00	\$1,700.00	\$975.00	\$975.00	\$1,369.00	\$1,369.00	\$2,215.50	\$2,215.50	\$1,275.00	\$1,275.00	\$2,731.00	\$2,731.00
26	Install 12" x 12" x 6' Tee and Bypassing Existing Fire Hydrant Water Main Connection (This only includes the price for installation of the new 12" Tee and the reconnection. The price of the 12" Tee is to be included in the item for D.I. Fittings.)	3	EA	\$550.00	\$1,650.00	\$600.00	\$1,800.00	\$1,000.00	\$3,000.00	\$250.00	\$750.00	\$5,908.00	\$17,724.00	\$3,500.00	\$10,500.00	\$2,440.00	\$7,320.00
27	12" Stainless Steel Tapping Sleeve and 12" Gate Valve with Restraints	2	EA	\$6,800.00	\$13,200.00	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00	\$7,255.00	\$14,510.00	\$1,371.50	\$2,743.00	\$3,394.91	\$6,789.82	\$6,480.00	\$12,960.00
28	Water Main Connection: This work includes only the costs associated with the connection of the proposed water main to new valve due to a "hot" tapping connection to existing water main. Any bypassing of the existing water main will be at the expense of the contractor.	2	EA	\$2,750.00	\$5,500.00	\$2,700.00	\$5,400.00	\$2,000.00	\$4,000.00	\$500.00	\$1,000.00	\$1,477.00	\$2,954.00	\$3,500.00	\$7,000.00	\$1,508.00	\$3,016.00
29	Install 12" x 12" x 8' Tee and 8" x 6" Reducer at Existing Water Main Connection (This only includes the price for installation of new fittings and line reconnection. The price of the Tee and Reducer is to be included in the item for D.I. Fittings.)	1	EA	\$2,750.00	\$2,750.00	\$650.00	\$650.00	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$1,477.00	\$1,477.00	\$2,500.00	\$2,500.00	\$1,625.00	\$1,625.00
30	Relin Existing Water Main at Existing Connection: This includes all work associated with installing end caps at the existing water main connections (Flowable Fill paid separately)	3	EA	\$2,750.00	\$8,250.00	\$650.00	\$1,950.00	\$150.00	\$450.00	\$290.00	\$870.00	\$1,424.25	\$4,272.75	\$1,000.00	\$3,000.00	\$1,566.00	\$4,698.00
31	Relin Existing Water Main in Place by the Installation of Flowable Fill (All Pipe Sizes)	27	CY	\$100.00	\$2,700.00	\$250.00	\$7,020.00	\$200.00	\$5,400.00	\$200.00	\$5,400.00	\$237.38	\$6,409.26	\$150.00	\$4,050.00	\$251.00	\$7,047.00
32	PVC Water Service Tubing (All Sizes)	500	LF	\$20.00	\$10,000.00	\$4.00	\$2,000.00	\$15.00	\$7,500.00	\$6.50	\$3,250.00	\$33.76	\$16,880.00	\$7.75	\$3,875.00	\$48.00	\$24,000.00
33	Work associated with installing and providing the double strap service clamp with corporation stop fittings (All Pipe Sizes). This includes all work associated with all the above items. (This does not include the payment for service pipe or tubing)	18	EA	\$700.00	\$12,600.00	\$500.00	\$9,000.00	\$500.00	\$9,000.00	\$634.00	\$11,512.00	\$1,048.73	\$18,865.14	\$1,475.00	\$26,550.00	\$1,155.00	\$20,790.00

**CITY OF GULFPORT, MS
CITY WIDE PAVING PROJECT - PHASE 8
Broad Avenue**

**BID TABULATION
BIDS OPENED JANUARY 16, 2014 10:00 AM
KNESAL ENGINEERING SERVICES, INC.**

KES PROJECT No. 2862

Item No.	Item Description	Engineer's Estimate				J. Levens Builders, Inc.		Knowles Construction, Inc.		Jay Baarden Construction, Inc.		A & C Industrial, Inc.		LJ Construction, Inc.		Land Shaper, Inc.	
		Qty	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
34	Imported Fine Grading / Foundation Material per Spec. 02500, 2.09 B.1, (FIM) Net Section, Where Authorized	1	CY	\$35.00	\$35.00	\$65.00	\$65.00	\$100.00	\$100.00	\$75.00	\$75.00	\$116.05	\$116.05	\$38.00	\$38.00	\$125.00	\$125.00
35	Imported Backfill Material per Spec. 02500, 2.09 B.2, (FIM) Net Section, Where Authorized	320	CY	\$15.00	\$4,800.00	\$20.00	\$6,400.00	\$14.00	\$4,480.00	\$16.00	\$5,120.00	\$15.63	\$5,065.60	\$18.00	\$5,760.00	\$17.00	\$5,440.00
36	Remove and Dispose of Unavailable or Excess Trench Material (FIM) Net Section	320	CY	\$11.00	\$3,520.00	\$7.00	\$2,240.00	\$10.00	\$3,200.00	\$10.00	\$3,200.00	\$5.28	\$1,689.60	\$5.50	\$1,760.00	\$6.50	\$2,080.00
37	Remove and Dispose of Unavailable or Excess Trench Material (FIM) Net Section	2,000	LF	\$5.30	\$10,600.00	\$5.00	\$10,000.00	\$4.00	\$8,000.00	\$5.00	\$10,000.00	\$2.37	\$8,707.10	\$4.50	\$18,000.00	\$5.00	\$10,000.00
38	Remove and Dispose of Unavailable or Excess Trench Material (FIM) Net Section	490	SY	\$5.10	\$2,499.00	\$12.00	\$5,880.00	\$4.00	\$1,960.00	\$12.00	\$5,880.00	\$3.17	\$1,553.30	\$4.00	\$1,960.00	\$3.50	\$1,715.00
39	Remove and Dispose of Unavailable or Excess Trench Material (FIM) Net Section	17	CY	\$35.00	\$595.00	\$35.00	\$595.00	\$100.00	\$1,700.00	\$35.00	\$595.00	\$59.08	\$1,004.36	\$16.00	\$272.00	\$55.00	\$935.00
40	Provide and Install Topsoil (FIM) for Trench Repair, based on the measured area of the agreed repair area	90	LBS	\$15.00	\$1,350.00	\$15.00	\$1,350.00	\$2.00	\$180.00	\$11.50	\$1,035.00	\$8.44	\$759.60	\$2.00	\$180.00	\$10.00	\$900.00
41	Provide and Install Fertilizer to the Designated Soil Depth for Seeding or Sodding for Trench Repair	10	LBS	\$5.50	\$55.00	\$35.00	\$350.00	\$100.00	\$1,000.00	\$41.00	\$410.00	\$73.85	\$738.50	\$5.00	\$50.00	\$65.00	\$650.00
42	Provide and Install Seeding after Installation of Fertilizer and Soil Amendments to the Designated Soil Depth for Trench Repair	110	TN	\$80.00	\$8,800.00	\$105.00	\$11,550.00	\$97.00	\$10,670.00	\$114.00	\$12,540.00	\$163.53	\$17,988.30	\$87.00	\$10,670.00	\$95.00	\$10,450.00
43	Install Asphalt Base Course (ST, 25 mm) for Driveway and Road Pavement Repair for Trench Repair per Detail (at specified thickness)	1,690	TN	\$80.00	\$135,200.00	\$94.00	\$141,960.00	\$75.00	\$126,750.00	\$87.60	\$148,044.00	\$85.15	\$143,903.50	\$75.00	\$126,750.00	\$73.00	\$123,370.00
44	Install Asphalt Surface Course (ST, 9.5 mm) for Road Pavement Overlay (at specified thickness)	79	CY	\$50.00	\$3,950.00	\$80.00	\$6,320.00	\$100.00	\$7,900.00	\$85.00	\$6,775.00	\$73.85	\$5,834.15	\$60.00	\$4,740.00	\$75.00	\$5,925.00
45	Install Crushed Limestone Road Base (below asphalt) for Trench Repair per Detail (at specified thickness)	11	CY	\$25.00	\$275.00	\$80.00	\$880.00	\$100.00	\$1,100.00	\$85.00	\$935.00	\$68.58	\$754.38	\$60.00	\$660.00	\$75.00	\$825.00
46	Install Crushed Limestone Aggregate Surface for Driveway Restoration (at specified thickness)	60	SY	\$3.30	\$198.00	\$15.00	\$900.00	\$5.00	\$300.00	\$10.00	\$600.00	\$7.39	\$443.40	\$4.00	\$240.00	\$8.00	\$480.00
47	Geotextile, Non-Woven, for Trench Repair	50	SY	\$3.00	\$150.00	\$15.00	\$750.00	\$5.00	\$250.00	\$10.00	\$500.00	\$7.65	\$382.50	\$4.00	\$200.00	\$6.00	\$300.00
48	Geotextile, Woven, for Trench Repair	80	SY	\$77.00	\$6,160.00	\$100.00	\$8,000.00	\$80.00	\$6,400.00	\$95.00	\$7,600.00	\$62.75	\$5,020.00	\$50.00	\$4,000.00	\$88.00	\$7,040.00
49	Install Concrete Driveway Pavement With and Without Integral 6" x 6" Curb (Restoration) (Normal 6" thick)																
TOTAL BASE BID					\$447,290.00		\$434,622.00		\$439,959.00		\$405,534.00		\$553,986.16		\$522,033.07		\$549,730.00
						Bid Bond Yes	Certificate # 11032-MC			Bid Bond Yes	Certificate # 09155-SC			Bid Bond Yes	Certificate # 15112-MC	Bid Bond Yes	Certificate # 05168-MC

* Mathematical errors were found and corrected.
I certify that this is a true and correct tabulation of bids to the best of my knowledge and belief.

Harold M. Ables, Jr., P.E.
01/17/2014
HAROLD M. ABLES, JR.
PROFESSIONAL ENGINEER
STATE OF MISSISSIPPI
21253



1/24

January 22, 2014

Kris Riemann, P.E.
Director of Engineering
City of Gulfport
4050 Hewes Avenue
Gulfport, Mississippi 39507

Letter No.: 016-2862
Re: Phase 8 – Citywide Paving Project
KES Project No. 2862

Dear Mr. Riemann:

Attached is J. Levens Builders, Inc. unexecuted contract for the City Wide Paving Project – Phase 8, Broad Avenue project, for your review and approval.

The Performance and Payment Bond will be supplied by the contractor and will be part of the contract documents.

Please do not hesitate to call if you have any questions or need more information.

Sincerely,

KNESAL ENGINEERING SERVICES, INC.

A handwritten signature in blue ink, appearing to read 'Harold M. Ables, Jr.', is written over a horizontal line.

Harold M. Ables, Jr., P.E.
Project Manager

Attachment

C O N S U L T I N G E N G I N E E R S

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

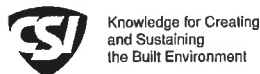
AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by



The Associated General Contractors of America



Construction Specifications Institute

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

THIS AGREEMENT is by and between **City of Gulfport**
 4050 Hewes Ave.
 Gulfport, MS 39507

(Owner) and **J. Levens Builders, Inc.**
 125 Jeff Davis Avenue
 Long Beach, MS 39560

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

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

City Wide Paving Project – Phase 8 Broad Avenue

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

City Wide Paving Project – Phase 8 Broad Avenue

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by

Knesal Engineering Services, Inc.

(Engineer), 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 4 - CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially completed within **60 consecutive calendar** days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within **60 consecutive calendar** days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **\$250** for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner **\$250** for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

UNIT PRICE WORK

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated</u>
	See the Bid Proposal Attached as Exhibit "A"				
TOTAL OF ALL ESTIMATED PRICES			Four hundred thirty four thousand, six hundred twenty two dollars and zero cents (words)		<u>\$434,622.00</u> (numerals)

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. 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.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A 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:

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 may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 97.5 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 5 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

***CUTOFF DATE FOR ESTABLISHING MONTHLY CONTRACT TOTALS WITH THE RPR WILL BE FRIDAY PRECEDING THE THURSDAY TWO WEEKS PRIOR TO A SCHEDULED CITY COUNCIL MEETING. PAY ESTIMATES SHALL BE SUBMITTED TO THE ENGINEER AT THIS TIME EACH MONTH. IF THE ESTIMATE IS SUFFICIENT TO BE VERIFIED BY THE ENGINEER, IT WILL BE SUBMITTED TO THE OWNER BY THURSDAY, 2 WEEKS PRIOR TO THE NEXT SCHEDULED CITY COUNCIL MEETING. PAY REQUESTS NOT RECEIVED AT THE OWNER'S OFFICE BY THIS TIME WILL BE PLACED ON THE DOCKET OF CLAIMS FOR THE SUBSEQUENT COUNCIL MEETING.**

6.03 Final Payment

A. 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 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of N/A percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. 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, and performance of the Work.

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

D. Contractor has carefully studied all: (1) 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 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has 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.

I. 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.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages **520-1** to **520-7**, inclusive).
2. Performance bond (pages **610-01** to **610-01**, inclusive).
3. Payment bond (pages **615.01** to **615.01**, inclusive).
4. General Conditions (pages **700-1** to **700-62**, inclusive). **(In Specifications under separate cover.)**
5. Supplementary Conditions (pages **800-1** to **800-5**, inclusive). **(In Specifications under separate cover.)**
6. Specifications as listed in the table of contents of the Project Manual. **(Under Separate Attachment)**

8. Drawings consisting of 6 sheets with each sheet bearing the following general title:
City of Gulfport, MS City Wide Paving Project-Phase 8 Broad Avenue. (Under Separate Attachment)

9. Addenda (numbers 1 to 2, inclusive). (In Specifications under separate cover.)

10. Exhibits to this Agreement (enumerated as follows):

- a. Contractor's Bid Proposal(pages 301-1 to 301-7, inclusive).
- b. Contractor's Bid Bond (pages 430-01 to 430-2, inclusive).

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed (pages 550-1 to 550-1, inclusive). (In Specifications under separate cover.)
- b. Work Change Directives. (For no time, no cost field changes to the contract and approved by the engineer.)
- c. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, 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.

10.03 Successors and Assigns

A. 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.

10.04 Severability

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

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and

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

OWNER:

CITY OF GULFPORT, MISSISSIPPI
Billy Hewes

By: _____

Title: Mayor

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for giving notices:

City of Gulfport, Mississippi

P.O. Box 1780

Gulfport, MS 39502-1780

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

CONTRACTOR:

J. LEVENS BUILDERS, INC.
Johnathon Damiens

By: _____

Title: Vice President

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for giving notices:

J. Levens Builders, Inc.

125 Jeff Davis Avenue

Long Beach, MS 39560

License No.: _____
(Where applicable)

Agent for service or process: _____

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

Exhibit "A"

SECTION 00301

BID PROPOSAL

Date 1-16-14

Proposal of J. LEVENS BUILDERS INC.
(hereinafter called "Bidder"),
organized and existing under the laws of the State of MS, doing business as
CORPORATION *

To: **CITY OF GULFPORT, MS**
(hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for:

CITY WIDE PAVING PROJECT - PHASE 8
Broad Avenue

having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a Construction Start date to be specified in the written "Notice to Proceed" to be issued by the Owner and to fully complete the project within 60 consecutive calendar days thereafter. Bidder further agrees to pay as liquidated damages, the sum of \$250 for each consecutive calendar day thereafter as hereinafter provided in General Conditions.

Bidder acknowledges receipt of the following addenda:

1 (12-5-13) , # 2 (1-10-14)

* Insert corporation, partnership, or individual as applies.

Bidder agrees to perform all the work described in the specifications and shown on the plans, for the following unit prices:

CITY OF GULFPORT, MS
CITY WIDE PAVING PROJECT - PHASE 3

Broad Avenue

January 10, 2014

KNESAL ENGINEERING SERVICES, INC.

KES PROJECT No. 2862

BID SHEET, Rev. 2

<u>Item No.</u>	<u>Item Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price in Words</u>	<u>Unit Price</u>	<u>Extension</u>
BASE BID ITEMS						
1	Mobilization, Including Laydown Yard Lease/Rental as Applicable	1	LS	twenty thousand	\$ 20,000.00	\$ 20,000.00
2	Preconstruction Video & Photographs: To be completed prior to the beginning of any construction activity.	1	LS	two thousand five hundred	\$ 2,500.00	\$ 2,500.00
3	Traffic Control, Temporary Signs, and Barricades	1	LS	Six thousand	\$ 6,000.00	\$ 6,000.00
4	Project Sign	1	LS	One thousand two hundred	\$ 1,200.00	\$ 1,200.00
5	Construction Stakeout	1	LS	Eight thousand five hundred	\$ 8,500.00	\$ 8,500.00
6	Construction QC Testing	1	LS	four thousand five hundred	\$ 4,500.00	\$ 4,500.00
7	Perform SWPPP Erosion Control and Siltation Prevention (plus work, in addition to the specified BMPs, as necessary to adapt to the Contractor's Operations), Including Assuming and Maintaining Responsibility for the CNOI Requirements, and Including the Periodic Reporting Requirements and Repair of Facilities During Construction	1	LS	four thousand five hundred	\$ 4,500.00	\$ 4,500.00
8	Provide, Install, and Remove Silt Fence (Paid Only Where Indicated on the Drawings or directed by Engineer for control of the project as designed; Not to be paid where used to adapt to Contractor's operations outside of the project areas as designed.)	60	LF	twelve dollars and fifty cents	\$ 12.50	\$ 750.00
9	Clear & Grub and Dispose of Materials (Not Including Materials for Which a Specific Removal Pay Item is Provided)	0.30	AC	ten thousand	\$ 10,000.00	\$ 3,000.00
10	Install/Prepare Seedbed to Specified Thickness Before Installation of Vegetative Cover	782	SY	three dollars fifty cents	\$ 3.50	\$ 2,737.00
11	Install Vegetative Cover On Seedbed Prepared per Specifications	782	SY	five dollars	\$ 5.00	\$ 3,910.00
12	Thermoplastic Legend White (2.4" Solid white)	130	LF	Five dollars fifty cents	\$ 5.50	\$ 715.00
13	Thermoplastic Traffic Stripe (4" Double Cont. Yellow)	7,420	LF	one dollar	\$ 1.00	\$ 7,420.00

KES PROJECT No. 2862
 BID SHEET, Rev. 2

Item No.	Item Description	Qty	Unit	Unit Price in Words	Unit Price	Extension
14	Thermoplastic Traffic Stripe (4" Cont White)	7,890	LF	one dollar	\$ 1.00	\$ 7,890.00
15	Thermoplastic Traffic Stripe (4" Skip White)	7,280	LF	seventy five cents	\$.75	\$ 5,460.00
16	Thermoplastic Legend White (12" Solid White)	420	LF	three dollars	\$ 3.00	\$ 1,260.00
17	ReflectORIZED Permanent Traffic "ONLY" Marker	2	EA	two hundred fifty	\$ 250.00	\$ 500.00
18	ReflectORIZED Permanent Traffic Turn Lane Arrow Marker	1	EA	two hundred fifty	\$ 250.00	\$ 250.00
19	Cold Mill the Existing Asphalt Surface (To Depth Specified)-Contractor Hauls and Retains	9,630	SY	four dollars	\$ 4.00	\$ 38,520.00
20	12" C900 PVC Water Line with Standard Joints	2,000	LF	twenty five	\$ 25.00	\$ 50,000.00
21	12" C900 PVC Water Line with Restrained Joints (Restraining Backfill Paid Separately, if Needed)	290	LF	thirty five	\$ 35.00	\$ 10,150.00
22	Ductile Iron Fittings C153 - Restrained Joints - Water (including all restraining materials and work, but not including the Restraining Backfill, Paid Separately, if Needed)	1,400	LB	five dollars	\$ 5.00	\$ 7,000.00
23	Restrained Joint at 12 Inch Fitting- Water (To be paid once per fitting Bell except for blind flanges) (Not Including Restraining Backfill, Paid Separately, if needed)	7	EA	three hundred fifty	\$ 350.00	\$ 2,450.00
24	Restrained Joint Assemblies for 12" Pipe-to-Pipe Joints (Not Including Restraining Backfill, Paid Separately, if needed)	18	EA	two hundred fifty	\$ 250.00	\$ 4,500.00
25	8" Gate Valve with Valve Box and Valve Marker	1	EA	one thousand seven hundred	\$ 1,700.00	\$ 1,700.00
26	Install 12" x 12" x 6" Tee and Reconnect Existing Fire Hydrant to Proposed Water Main (This only includes the price for installation of the new 12" Tee and the reconnection. The price of the 12" Tee is to be included in the item for D. I. Fittings.)	3	EA	six hundred	\$ 600.00	\$ 1,800.00
27	12" Stainless Steel Tapping Sleeve and 12" Gate Valve with Restraints	2	EA	five thousand	\$ 5,000.00	\$ 10,000.00
28	Water Main Connection: This work includes only the costs associated with the connection of the proposed water main to new valve due to a "hot" tapping connection to existing water main. Any bypassing of the existing water main will be at the expense of the contractor.	2	EA	two thousand seven hundred	\$ 2,700.00	\$ 5,400.00

KES PROJECT No. 2862
BID SHEET, Rev. 2

Item No.	Item Description	Qty	Unit	Unit Price in Words	Unit Price	Extension
29	Install 12" x 12" x 8" Tee and 8" x 6" Reducer at Existing Water Main Connection (This only includes the price for installation of new fittings and the reconnection. The price of the Tee and Reducer is to be included in the item for D. I. Fittings.)	1	EA	six hundred fifty	\$ 650.00	\$ 650.00
30	Retire Existing Water Main at Existing Connection: This includes all work associated with installing end caps at the existing water main connections (Flowable Fill paid separately)	3	EA	two hundred fifty	\$ 650.00	\$ 1,950.00
31	Retire Existing Water Main In Place by the Installation of Flowable Fill (All Pipe Sizes)	27	CY	two hundred sixty	\$ 260.00	\$ 7,020.00
32	PVC Water Service Tubing (All Sizes)	500	LF	four dollars	\$ 4.00	\$ 2,000.00
33	Install Water Service Connection (All Sizes): This includes all work associated with installing and providing the double strap service clamp with corporation stop thread (at the water main), corporation stop, and Y-branch for double service connections. (This does not include the payment for service pipe or tubing).	18	EA	five hundred	\$ 500.00	\$ 9,000.00
34	Imported Pipe Bedding / Foundation Material per Spec. 02560, 2.09 B.1, (FM) Net Section, Where Authorized	1	CY	sixty five	\$ 65.00	\$ 65.00
35	Imported Backfill Material per Spec. 02560, 2.09 B.2, (FM) Net Section, Where Authorized	320	CY	twenty dollars	\$ 20.00	\$ 6,400.00
36	Remove and Dispose of Unsuitable or Excess Trench Material (FM) Net Section	320	CY	seven dollars	\$ 7.00	\$ 2,240.00
37	Saw Cut Pavement - All Types and Thicknesses	2,830	LF	five dollars	\$ 5.00	\$ 14,150.00
38	Remove and Dispose of Pavement - All Types and Thicknesses	490	SY	twelve dollars	\$ 12.00	\$ 5,880.00
40	Provide and Install Topsoil [FM] for Trench Repair, based on the measured area of the agreed repair area	17	CY	thirty five	\$ 35.00	\$ 595.00
41	Provide and Install Fertilizer to the Designated Soil Depth for Seeding or Sodding for Trench Repair	90	LBS	fifteen dollars	\$ 15.00	\$ 1,350.00
42	Provide and Install Seeding after Installation of Fertilizer and Soil Amendments to the Designated Soil Depth for Trench Repair	10	LBS	thirty five	\$ 35.00	\$ 350.00
43	Install Asphalt Base Course (ST, 25 mm) for Driveway and Road Pavement Repair for Trench Repair per Detail (at specified thickness)	110	TN	one hundred five	\$ 105.00	\$ 11,550.00
44	Install Asphalt Surface Course (ST, 9.5 mm) for Road Pavement Overlay (at specified thickness)	1,690	TN	eighty four	\$ 84.00	\$ 141,960.00

KES PROJECT No. 2862
 BID SHEET, Rev. 2

Item No.	Item Description	Qty	Unit	Unit Price in Words	Unit Price	Extension
45	Install Crushed Limestone Road Base (below asphalt) for Trench Repair per Detail (at specified thickness)	79	CY	eighty dollars	\$ 80.00	\$ 6,320.00
46	Install Crushed Limestone Aggregate Surface for Driveway Restoration (at specified thickness)	11	CY	eighty dollars	\$ 80.00	\$ 880.00
47	Geotextile, Non-Woven, for Trench Repair	60	SY	fifteen dollars	\$ 15.00	\$ 900.00
48	Geotextile, Woven, for Trench Repair	50	SY	fifteen dollars	\$ 15.00	\$ 750.00
49	Install Concrete Driveway Pavement With and Without Integral 6" x 6" Curb (Restoration) (Nominal 6" thick)	80	SY	one hundred dollars	\$ 100.00	\$ 8,000.00

TOTAL BASE BID CONSTRUCTION ESTIMATE

TOTAL Amount for the BID in numbers, for performance within the required construction time: \$ 434,622.00

TOTAL Amount for the BID in words, for performance within the required construction time:

Four hundred thirty four thousand six hundred twenty two DOLLARS & zero CENTS

The above bid price shall include all labor, materials, overhead profit, insurance, etc., to cover the finished work as specified.
 Bidder understands that the Owner reserves the right to reject any or all bids.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions. The bid security attached in the sum of Twenty One Thousand Dollars \$21,731.00 is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

(SEAL - IF BID IS BY CORPORATION)

By: [Signature]
 Signature JOHNATHAN DANIEL RUS
 VICE PRESIDENT

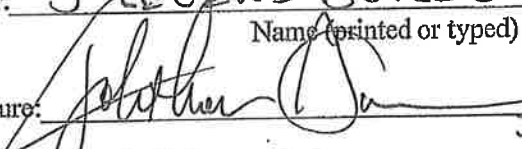
Address: 125 JEFF DAVIS AVE
LONG BEACH, MS 39560

Portion of the Work to be Done
or Provided by the Subcontractor or Vender

Name and Address of
Subcontractor or Vender

Dated: 1-16, ~~2012~~ 2014

Bidder: J LEUEWS BUILDERS INC.
Name (printed or typed)

Signature: 
JOHNATHON DIAMOND

Title: VICE PRESIDENT

State of Mississippi

BOARD OF CONTRACTORS



J. LEVENS-BOWERS, INC.

P.O. BOX 779

LONG BEACH, MS 39560

is duly registered and entitled to perform

- 1) BUILDING CONSTRUCTION 2) HEAVY CONSTRUCTION
- 3) HIGHWAY, STREET AND BRIDGE CONSTRUCTION 4) MUNICIPAL AND PUBLIC WORKS CONSTRUCTION



We have herewith set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 9 day of Oct., 2013

CERTIFICATE OF RESPONSIBILITY

No. 11032-MC

Expires Oct. 8, 2014

James H. Kline

CHAIRMAN OF THE BOARD

BID BOND

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

BIDDER (Name and Address):

J. Levens Builders, Inc.
125 Jeff Davis Ave.
Long Beach, MS 39560

SURETY (Name and Address of Principal Place of Business):

The Gray Insurance Company
P. O. Box 6202
Metairie, LA 70009

OWNER (Name and Address):

City of Gulfport
1410 24th Ave
Gulfport, MS 39501

BID

Bid Due Date: January 16, 2014

Project (Brief Description Including Location): City Wide Paving Project - Phase 8 - Broad Ave

BOND

Bond Number:

Date (Not later than Bid due date): January 16, 2014

Penal sum Five Percent of Bid Amount
(Words)

5%

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

J. Levens Builders, Inc. (Seal)
Bidder's Name and Corporate Seal

By: 

Signature and Title

Johnathan Owens
Vice President

Attest: 

Signature and Title

Bryan Rhens
Estimator

SURETY

The Gray Insurance Company (Seal)
Surety's Name and Corporate Seal

By: 

Signature and Title John G. Raines, MS Resident Agent
(Attach Power of Attorney) Attorney-In-Fact

Attest: 

Signature and Title

Note: Above addresses are to be used for giving required notice.

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2. All Bids are rejected by Owner, or

3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

180801

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint **John E. Marchetti, David Ray Robertson, John G. Raines, Kelli E. Johnson, Jessica Harris, Rita Clark, and Sharon M. Tarver of Ridgeland, Mississippi** jointly or severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.

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

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

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

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



By:

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

Attest:

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



State of Louisiana

SS:

Parish of Jefferson

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



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

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 16th day of January, 2014.



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