JACKSON COUNTY, MISSISSIPPI



MARTIN BLUFF ROAD BRIDGE AND ROAD REALIGNMENT PROJECT

May 2019

BOARD OF SUPERVISORS

Barry Cumbest, District 1 Melton Harris, Jr. District 2 Ken Taylor, District 3 Troy Ross, District 4 Randy Bosarge, District 5

JACKSON COUNTY ROAD DEPARTMENT Joe O'Neal, Manager



JACKSON COUNTY, MISSISSIPPI



CONTRACT DOCUMENTS AND SPECIFICATIONS FOR

MARTIN BLUFF ROAD BRIDGE AND ROAD REALIGNMENT PROJECT

THOMPSON ENGINEERING PROJECT NO. 18-1108-1830

THOMPSON ENGINEERING MAY 2019



JACKSON COUNTY, MISSISSIPPI

CONTRACT DOCUMENTS AND SPECIFICATIONS FOR MARTIN BLUFF ROAD, BRIDGE AND ROAD REALIGNMENT PROJECT

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ADVERTISEMENT FOR BIDS

MARTIN BLUFF ROAD BRIDGE AND ROAD REALIGNMENT PROJECT

Contractors have the option of submitting their bids sealed in an envelope or electronically through www.jacksoncoplans.com. If a sealed envelope bid is submitted by mail, the post office address of Chancery Clerk of Jackson County, is P.O. Box 998, Pascagoula, MS 39568-0998 and may be delivered by mail or hand delivery to 2915 Canty Street, Suite R, Pascagoula, Mississippi 39567. Sealed bids may be delivered to Joshua Eldridge, Chancery Clerk, c/o Land Records Department, 2915 Canty Street, Suite R, Pascagoula, MS 39567 until 12:00 p.m., on the 5th Day of August, 2019.

Sealed bid envelopes shall be marked "SEALED BID FOR MARTIN BLUFF ROAD-BRIDGE AND ROAD REALIGNMENT PROJECT" TO BE OPENED AT 1:00 PM, Monday, **August 5, 2019**", and if any envelope is not so marked, any bid contained therein will not be considered.

All bid envelopes should contain the bidder's name and mailing address on the face of the envelope. The bid shall also contain the bidder's Certificate of Responsibility number on the outside of the envelope, failing which, said bid shall not be opened or considered.

When submitting an electronic bid, the bid must be submitted in "pdf" format and shall contain the same information and forms as required for the paper bids. Electronic bids must be secured with a bid bond. When submitting a bid electronically, the authorized signature may be a hand-written blue ink signature or be an electronic signature. When bids are submitted electronically, the requirement for including a certificate of responsibility, or a statement that the bid enclosed does not exceed Fifty Thousand Dollars (\$50,000.00), on the exterior of the bid envelope shall be deemed in compliance by including the same information as an attachment with the electronic bid submittal.

bid documents Official can be downloaded from Plan House at www.jacksoncoplans.com. Electronic shall bids be submitted www.jacksoncoplans.com. For any questions relating to the electronic bidding process, please call Plan House at (228) 248-0181.

An informational **Pre-Bid Conference** will be held at <u>10:00 AM</u> on <u>July 16, 2019</u> in the Jackson County Board of Supervisors Board Room at the Jackson County Services Complex located at 2915 Canty Street, Pascagula, MS 39567.

The County reserves the right to reject any or all bids not conforming to the intent and purpose of the specifications, and to postpone the award of the Contract for a period of time which, however, shall not extend beyond 90 days from the bid opening date.

| GIVE of | N UNDER MY HAND AN DOFFICIAL , 2019. | SEAL OF OFF | FICE, this the day |
|------------|---|-------------|---|
| BY: | Josh Eldridge, Chancery Clerk | Run | |
| | Board of Supervisors | Dates: | June 26 th ; July 3 rd , 2019 |
| | P.O. Box 998 | | |
| | Pascagoula, MS 39568 | Open: | |

B. INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

- 1.1 Terms used in these INSTRUCTIONS TO BIDDERS are defined in the General Conditions and the Supplementary Conditions of the Project Manual and shall have the intent and meaning assigned them therein. Terms defined in the General Conditions being redefined by modification in the Supplementary Conditions shall have the intent and meaning assigned them in the Supplementary Conditions.
- 1.2 The term "Successful Bidder" means the lowest, best, qualified, responsible, responsive BIDDER to whom OWNER (on the basis of OWNER'S evaluation as hereinafter provided) makes an award.
- 1.3 The term "Bidding Documents" means the Bidding Requirements, Contract Forms, Bid Forms, and Conditions of the Contract, Specifications, Drawings, and Addenda issued by the OWNER for the purpose of obtaining a bid on the Work.

2. BIDDING DOCUMENTS

- 2.1 Complete sets of bidding documents shall be used in preparing bids; neither OWNER or ENGINEER assume any responsibility for errors or misinterpretations resulting from use of incomplete sets of Bidding documents
- 2.2 OWNER and ENGINEER in making copies of the Bidding Documents, and Cross-Sections available on the above terms do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

- 3.1 Each Bidder must submit as part of his/her BID, on the prescribed form, evidence, which may be used by the OWNER to determine if the bidder is qualified to perform the work required for the project. The evidence shall include, but not limited to, financial data and previous experience. Each BID must also contain evidence of the BIDDER'S qualification to do business in the State of Mississippi and for the type of work proposed in the Bid. Conditional or qualified BIDS will not be accepted. In addition, pertinent provisions of Article 16 of this section determine additional requirements for qualifications of Bidders.
- 3.2 By submission of a BID the BIDDER agrees, that if he/she is awarded the contract his own organization will perform work equivalent to at least FORTY PERCENT (40%) of the total amount of the Work to be performed under the contract. If during the progress of the Work hereunder, the CONTRACTOR requests an adjustment of such percentage and the ENGINEER determines that it would be to the OWNER'S advantage, the percentage of the work required to be performed by the CONTRACTROR'S organization may be adjusted; PROVIDED prior written approval of such adjustment is obtained from the ENGINEER.

- 3.2.1 Each BIDDER must furnish with his BID a list of items that he will perform with his own forces and the estimated total cost of these items. The list of items may be altered with approval of the Engineer provided there is no increase in price to any other items or the project.
- 3.2.2 Each BIDDER must furnish with his/her Bid a list of items that will be performed by subcontractors, including name of each prospective subcontractor and the estimated cost for the work by each respective subcontractor. The list of items may be altered with approval of the Engineer provided there is no increase in price to any other items or the project.
- 3.3 All BIDDERS must be properly licensed contractors at the time of submitting bids in accordance with the provisions of the State of Mississippi and <u>must indicate their current Contractor number issued by the State on the outside of the sealed envelope containing their Bid, and on their Bid Form. Non-resident contractors must include with their bid a copy of their state statute which addresses non-resident contractors working in their state.</u>

When bids are submitted electronically, the requirement for including a certificate of responsibility, or a statement that the bid enclosed does not exceed Fifty Thousand Dollars (\$50,000.00) on the exterior of the bid envelope shall be deemed in compliance by including the same information as an attachment with the electronic bid submittal. Provide cover sheet with the following information:

Martin Bluff Road - Bridge and Road Realignment Project
Jackson County, Mississippi
Contractor's Name and Address
Certificate of Responsibility No. ####
BID ATTACHED

4. EXAMINATION OF BID DOCUMENTS AND SITE

- 4.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Bidding Documents thoroughly; (b) visit the site(s) to familiarize himself with local conditions that may in any manner affect costs, progress or performance of the work; (c) familiarize himself of federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; (d) study and carefully correlate BIDDER's observations with the Drawings and Specifications; and (e) notify ENGINEER of all conflicts, errors or discrepancies.
- 4.2 Reference is made to the supplemental information for identification of:
 - 4.2.1. Those reports of explorations and tests of subsurface conditions at the site which have been utilized by the engineer in preparation of the Bid Documents.
 - 4.2.2 Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site, are based upon

information and data furnished to OWNER and ENGINEER by others. OWNER does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

- 4.3 Provisions concerning responsibilities for the adequacy of data furnished to prospective BIDDERS on subsurface conditions, Underground facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in the General conditions.
- 4.4 Before submitting a Bid, each BIDDER will, at BIDDER's own expense, made or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical 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 and which bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 4.5 On request in advance, OWNER will provide each BIDDER access to the site to conduct such explorations and tests as each BIDDER deems necessary for submission of a Bid. BIDDER shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- 4.6 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the work are owned by the OWNER. All additional lands access thereto required for temporary construction facilities or storage of materials and equipment other than at locations indicated on the Drawings are to be provided by Contractor.
- 4.7 The submission of a Bid will constitute an incontrovertible representation by BIDDER that BIDDER has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. ADDENDA AND INTERPRETATIONS

5.1 All questions about the meaning or intent of the Bidding Documents are to be directed to ENGINEER. Questions received less than five (5) days prior to the date for opening of Bids may not be answered.

Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda faxed, mailed or delivered, to all parties recorded by ENGINEER as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. No interpretation of the meaning of the plans, specifications, or other bid documents will be made to

- any bidder orally. Oral interpretations or clarifications will be with legal effect. Addenda will be issued no later than 2 business days prior to the receipt of bids.
- 5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or ENGINEER.
- 5.3 Failure of any BIDDER to receive any such Addendum or interpretation shall not relieve BIDDER from any obligation under this BID as submitted.

6. **BID SECURITY**

- 6.1 Each BID must be accompanied by Bid Security made payable to OWNER, in an amount of five (5) percent of the BIDDER's maximum BID PRICE (including all Base Bid, Additive Bids, and the respective highest bid for alternates therein) in the form of a Bid Bond prepared on the form of bid Bond included in the Bid Forms, duly executed by the BIDDER as principal and issued by a surety meeting the requirements of the General Conditions.
- 6.2 Attorneys-in-fact who sign the bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power-of-attorney.
- 6.3 The Bid Security of the successful BIDDER will be retained until such BIDDER has executed the Agreement and furnished the required Contract Security and Insurance Certificates, whereupon it will be returned; if the Successful BIDDER fails to execute and deliver the Agreement and furnish the required Contract Security and Insurance Certificates within fifteen (15) days of NOTICE OF AWARD, OWNER may annul the NOTICE OF AWARD and the Bid Security of the BIDDER will be forfeited to OWNER as liquidated damages for such withdrawal, failure or refusal. The Bid Security of any BIDDER whom the OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of the seventh day after the "effective day of the agreement" by OWNER to CONTRACTOR and the required Contract Security and Insurance Certificates are furnished, or Ninety-One (91) days after the Bid Opening or such extension of time mutually agreeable to Owner and successful Bidder. Bid Security of other BIDDERS may be returned within seven (7) days of the Bid Opening.

7. **CONTRACT TIME**

7.1 The numbers of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Contract Form.

8. **LIQUIDATED DAMAGES**

8.1 Provisions for Liquidated Damages are set forth in the Agreement and in the Contract General Conditions.

9. SUBSTITUTE OR "OR-EQUAL" ITEMS

9.1 The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" Items. Whenever it is indicated on the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used if acceptable to ENGINEER, application for such acceptance shall be considered by ENGINEER prior to bidding.

10. SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 10.1 All BIDDERS shall submit as part of their BID on the prescribed schedules a list of all subcontractors and other persons and organizations (including those who are to furnish principle items of material and equipment) proposed for those portions of the Work as to which such identification is required. If requested by OWNER, the low BIDDER shall submit an experience statement with pertinent information as to similar projects and other evidence of qualification for each subcontractor, other person or organization. If OWNER after due investigation has reasonable objection to any proposed subcontractor, other person or organization, the OWNER may before giving the NOTICE OF AWARD require the apparent Successful bidder to submit an acceptable substitute without an increase in Bid Price. If the apparent Successful Bidder declines to make any such substitution, the Contract shall not be awarded to such BIDDER, but this declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any subcontractor, other person, or organization so listed and to whom the OWNER does not make written objection prior to giving the NOTICE OF AWARD will be deemed acceptable to OWNER.
- 10.2 NO CONTRACTOR shall be required to employ any subcontractor, other person, or organization against whom he has reasonable objection.

11. BID FORMS AND SCHEDULES

- 11.1 One (1) copy of the Bid Form, itemized Bid Schedules, and other required forms is bound into the project manual. One (1) additional set of the Bid Form, itemized Bid Schedules, and required forms is provided for use in preparing the Bids. DO NOT USE THE FORM BOUND IN THE PROJECT MANUAL FOR SUBMISSION OF BIDS.
- 11.2 Bidders must submit complete schedules for the Base Bid and all Additive Elements, if applicable. All blanks on the Bid Form must be completed in ink or by typewriter and the Bid signed in ink. If submitting electronically, blanks may be completed electronically and the authorized signature may be a hand-written blue ink signature or an electronic signature. Each Bid must be submitted on the prescribed form. All unit prices must be filled in. Each unit price must be stated in words and numerals or as indicated in the BID FORM.
- 11.3 BIDS by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or assistant secretary of the corporation. The corporate address and state of incorporation shall be shown in the space provided.

- 11.4 BIDS by partnerships must be executed in the partnerships name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 11.5 All names must be typed or printed below the signature.
- 11.6 BIDS by individuals must be signed by the individual owner and the terms "doing business" or "sole Owner" must appear under the signature.
- 11.7 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of all addenda and the date each was received shall be filled in on the BID form).
- 11.8 The address and telephone number, to which communications regarding the BID are to be directed, must be shown on the Bid Form.
- 11.9 Affidavits: Each BIDDER is required to duly execute the BIDDER's and Non-Collusion Affidavits at the end of the BID.

12. SUBMISSION OF BIDS

- 12.1 BIDS shall be submitted at the time and place indicated in the Advertisement. Each BID shall be enclosed in a sealed envelope and marked and addressed as required in the Notice to Bidders and shall be accompanied by the Bid Security and other required documents. Submit the original and two (2) copies of the Bid Forms, Schedules and other required documents. (Total of three (3)). DO NOT SUBMIT THE PROJECT MANUAL OR DRAWINGS WITH BID.
 - 12.1.1 Indicate the following information on the outside of the sealed envelope containing the bid:
 - a. SEALED BID FOR **MARTIN BLUFF ROAD BRIDGE AND ROAD REALIGNMENT PROJECT** TO BE OPENED AT 1:00 P.M.,
 MONDAY, **AUGUST 5, 2019**.
 - b. Bidder's Name and Address
 - c. Bidders Current Mississippi Contractor License Number (for a bid in excess of Fifty Thousand Dollars (\$50,000).

Submit Bids to:

Chancery Clerk, Jackson County 2915 Canty Street, Suite R Pascagoula, MS 39567

12.1.2 If the BID is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "SEALED BID FOR MARTIN BLUFF ROAD BRDGE AND ROAD REALIGNMENT PROJECT" on the face thereof. The mailing address for the Chancery Clerk is P.O. Box 998, Pascagoula, MS 39568.

12.2 ELECTRONIC BID SUBMISSION: Submit "Electronic Bids" with the same information and requirements as for "Sealed Bids". However, electronic bids must be secured with a bid bond. When bids are submitted electronically, the requirement for including a certificate of responsibility, or a statement that the bid enclosed does not exceed Fifty Thousand Dollars (\$50,000.00) on the exterior of the bid envelope shall be deemed in compliance by including the same information as an attachment with the electronic bid submittal.

Provide cover sheet with the following information:

MARTIN BLUFF ROAD BRIDGE AND ROAD REALIGNMENT PROJECT"

Jackson County, Mississippi

Contractor's Name and Address

Certificate of Responsibility No. #####

BID ATTACHED

Bidders must ensure that their electronic submission can be accessed and viewed by the County immediately upon bid opening. The County will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A bidder will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required and with the bid. Electronic bids shall be submitted at www.jacksoncoplans.com. For any questions relating to the electronic process, please call Plan House at 228-248-0181.

13. MODIFICATIONS AND WITHDRAWAL OF BIDS

- 13.1 BIDS may be modified or withdrawn by an appropriate document duly executed (in the manner that a BID must be executed) and delivered to the place where BIDS are to be submitted at any time prior to the deadline for submission of BIDS. Requests for withdrawal or modification must be in writing by a duly authorized representative of the bidder. Any modifications shall be made directly on the original bid form, bid schedules, and other required forms, with modifications identified by the initials of an authorized representative of the bidder. A modified bid shall be enclosed in a sealed envelope as required for bid submission. The original bid submission shall be removed from consideration.
- 13.2 If within twenty-four (24) hours after the time BIDS are opened, any BIDDER files a duly signed written notice with the OWNER and promptly thereafter demonstrates to the reasonable satisfaction of the OWNER that there was a material and substantial mistake in the preparation of his BID, that BIDDER may withdraw this BID and the BID Security will be returned. Thereafter, that BIDDER will be disqualified from further participation in the Work.

14. **OPENING OF BIDS**

- 14.1 BIDS will be opened and (unless obviously non-responsive) read aloud publicly. An abstract of the amounts of the base BIDS and any major alternates will be made available to BIDDERS after the date for opening of BIDS. BIDS that have been withdrawn will be returned to the BIDDER upopened.
- 14.2 An itemized tabulation of all bids will be prepared for comparison purposes. If the Engineer determines that a discrepancy exists between a numerical unit price and the unit price written in words for a specific item, the unit price written in words will control and the numeric unit price will be revised consistent with the written unit price in words. Any change to the extended amount of the respective item due to the resolution of the unit price discrepancy, and the affects that change has on the amount of the bid will be used for the tabulation and comparison of bid amounts.

15. BIDS TO REMAIN OPEN SUBJECT TO ACCEPTANCE

15.1 ALL BIDS shall remain open for Ninety (90) days after the day of the opening, but OWNER may, in his sole discretion, release any BID and return the BID Security prior to that Date.

16. AWARD OF CONTRACT

- 16.1 The award of contract will be based on maximizing the available funding for the project.
 - 16.1.1 If a contract is to be awarded, it will be awarded to the lowest most responsive BIDDER that maximizes, without exceeding, the available funds for the project, and whose evaluation by the OWNER indicates to the OWNER that the award will be in the best interests of the Project.
 - 16.1.2 Responsiveness shall be defined as:
 - a. The completeness and regularity of Bid Form;
 - b. A Bid Form without excisions or special conditions;
 - c. A Bid Form having no alternative bias for items unless requested in the Specifications;
 - d. A Bid Form without obviously unbalanced unit prices;
 - e. Submission of a properly executed Bid Bond;

OWNER reserves the right to reject any and all BIDS, to waive any and all informalities not involving price, time or changes in the work, and to negotiate contract terms with the successful BIDDER, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional BIDS. Also, OWNER reserves the right to reject the BID of any BIDDER if OWNER believes that it would not be in the best interest of the Project to make any award to that BIDDER, whether because the BID is not responsive or the BIDDER is unqualified or of doubtful financial ability or fails to meet any other pertinent standards or criteria established by OWNER.

16.2 In evaluation of BIDS, OWNER will consider qualifications of the BIDDERS and whether or not the BIDS comply with the prescribed requirements, and such

- alternates, unit prices and other data, as may be requested in the Bid form or prior to the Notice of Award.
- 16.3 OWNER may consider the qualifications and experience of subcontractors, other persons or organization s(including those who are to furnish the principle items of materials and equipment) proposed for those portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted. OWNER may also consider operating costs, maintenance considerations, performance data and guarantees of materials, when such data is submitted prior to Notice of Award. OWNER may consider DBE participation and whether or not BIDDER made a good faith effort to meet the specified DBE goal.
- 16.4 OWNER may conduct such investigations as he deems necessary to assist in the evaluation of any BID and to establish the responsibility, and other qualifications of persons and organizations to do the work in accordance with the contract documents, to OWNER's satisfaction within the prescribed time.
 - 16.4.1 Responsibility shall be based on whether the BIDDER:
 - Maintains a permanent place of business;
 - b. Has adequate plant equipment to do the work properly and within the time limit that is established;
 - c. Has adequate financial status to meet his obligations contingent to doing the Work.
 - d. Has accomplished work similar in the past to the requirements established under this project.
 - 16.4.2 In considering BIDS for this Work, particular attention will be given to the method of construction which the BIDDER plans to follow; the available experienced and skilled men which he plans to use in the prosecution of Work; the types of equipment and materials he plans to install; and, he shall prepare and furnish this information in writing at the OWNER's request.
 - 16.4.3 Furthermore, the successful BIDDER must, prior to the award of the Contract, be prepared to discuss in detail all manners relating to any special features of the Work with the end view of obtaining high grade workmanship and proper performance of the Contract.
- 16.5 OWNER reserves the right to reject the BID of any BIDDER who does not pass any evaluation to OWNER's satisfaction.
- 16.6 If the lowest or the best bid exceeds the funds available for the work, the Owner may reject all bids.
- 16.7 Award of the Contract, if awarded, will be made by the Owner, upon the recommendation of the Engineer, to the lowest or best responsible, responsive Bidder, whose bid meets the requirement of the Owner, and complies with the applicable laws of the State of Mississippi.

16.8 If a contract is to be awarded, OWNER will give the Successful BIDDER a NOTICE OF AWARD within Ninety (90) days after the day of bid Opening, or such mutually agreeable extension of time.

17. BID AND CONTRACT SECURITY AND INSURANCE

17.1 When the Successful BIDDER delivers the executed Agreement to OWNER it shall be accompanied by the required Contract Security an Insurance certificates and Policies.

The contract security shall be in the form of the Performance and Payment Bonds included in the Contract Forms of the Project Manual. The Performance and Payment Bonds shall be written in the amount of the total contract amount, and shall be subject to changes in the amount consistent with the changes that occur to the contract during the prosecution of the contract.

- 17.2 The surety shall meet the following requirements:
 - a. Qualification-Management and Strength: The surety must be rated no less than "A" as to management and no less than "XII" as to strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, P.O. Box 1107, Summit, NJ 07901.
 - b. Bonding Limit Any One Risk: The bonding limit of the surety shall not exceed five percent (5%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide.
 - Attorneys-in-fact who sign any bonds must file, with each bond, a certified and effectively dated copy of their Power of Attorney.
- 17.3 All Bonds (Bid, Payment and Performance) must be signed or countersigned by the surety company's proper resident agent, authorized to do business in the State of Mississippi on whom service can be made in the event of litigation.

18. SIGNING OF AGREEMENT

18.1 When OWNER gives a NOTICE OF AWARD to the successful BIDDER, it will be accompanied by five (5) unsigned counterparts of the Agreement and all other required Contract Documents. Within fifteen (15 days following the effective date of "Award" CONTRACTOR shall sign and deliver all executed counterparts of the Agreement to the OWNER with all other Contract Documents including insurance certificates and executed bonds attached thereto. ENGINEER will identify those portions of the Contract Documents not fully signed by the OWNER and CONTRACTOR and such identification shall be binding on all parties.

19. **ESTIMATED QUANTITIES**

19.1 Laws and Regulations: The BIDDER's attention is directed to the fact that applicable Federal and State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though therein written out in full.

19.2 Estimated Quantities: Where quantities of work are given in the BID these are approximate and are assumed solely for comparison of the BIDS. They are not guaranteed to be accurate statements or estimates of quantities of work that are to be performed under the contract, it being presumed that the BIDDER has verified the quantities necessary to complete the Work of the contract as intended, and any departure therefrom will not be accepted as valid grounds for any claim for damages, for extension of time or for loss of profits; not with any additional payment be made, regardless of the actual quantities required or ordered to complete the Work.

20. PRE-BID CONFERENCE

20.1 An informational pre-bid conference will be held at the designated place and time as indicated in the 'Notice To Bidders'. Representatives of the Owner and Engineer will be present to discuss the project. Bidders are encouraged to attend and participate in this conference in order to submit an informed bid. ENGINEER will transmit to all plan holders and prospective bidders of record a summary of the conference and such addenda as ENGINEER considers necessary in response to questions arising at the conference.

21 **FUNDING**

- 21.1 No Funding is currently allocated for this project. In advertising for bids OWNER makes no guarantee that a contract will be awarded.
- 21.2 The Owner may adjust project scope to match available Funds, if available. If sufficient funds are not available Owner will reject all bids and return bid security to all Bidders as specified in Article 16 of the Instructions to Bidders.

END OF INSTRUCTION TO BIDDERS

C. PROPOSAL

| Proposal of COMPANY NA | AME: |
|-------------------------------|--|
| MAILING ADDRESS: | |
| CITY, STATE, ZIP: | |
| CONTACT FOR BIDS: | |
| E-MAIL ADDRESS: | |
| TOLL FREE NO: | |
| TELEPHONE NO: | |
| FAX NO: | |
| (hereinafter called "BIDD | ER"), organized and existing under the laws of the State of doing business as ainsert: |
| (corporation, partnership, | limited liability company or individual) to: the Jackson County |
| Board of Supervisors, J | ackson County, Mississippi, (hereinafter called "OWNER"). In |
| compliance with your adv | vertisement for Bids, BIDDER, hereby proposes to perform all |
| WORK for, MARTIN BLU | FF ROAD, BRIDGE AND ROAD REALIGNMENT PROJECT in |
| strict accordance with th | e CONTRACT DOCUMENTS at the prices stated below. By |
| submission of the BID, ea | ach BIDDER certifies, and in the case of a joint BID each party |
| thereto certifies as to his o | wn organization, that this BID has been developed independently, |
| without consultation, comn | nunication or agreement as to any matter relating to this BID with |
| any other BIDDER or with | any competitor. |

BIDDER hereby agrees to commence WORK under this Contract within <u>15 calendar days</u> of receipt of the NOTICE TO PROCEED. BIDDER further agrees to pay as liquidated damages, the applicable sum reflected in the Contract Documents for each and every consecutive calendar day that he shall be in default in completing the WORK within the stipulated time as mutually agreed.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER

DATE

Each BIDDER is responsible for inspecting 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 this bid.

BIDDER also understands that the total quantities below are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the Unit Price Bid. OWNER does not guarantee a minimum quantity of work to CONTRACTOR.

In accordance with the requirements of the Plans, Specifications and Contract Documents, BIDDER proposes to furnish all necessary materials, equipment, labor, tools and other means of construction and to construct the Project in accordance with the Contract Documents.

BIDDER further agrees to execute the contract agreement as bound herein within <u>15</u> calendar days after receipt of contract forms from the OWNER.

BIDDER also proposes to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than **one hundred percent (100%)** of the total of the Bid. These Bonds shall not only serve to guarantee the completion of the work on the BIDDERS part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

BIDDER encloses a Bid Bond or Certified Check for <u>5% of Bid Amount</u> DOLLARS (\$______) and hereby agrees that in case of failure to execute the Contract and furnish the required Bonds within <u>15 calendar days</u> after the Receipt of Contract Award, the amount of this Certified Check or Bid Bond will be forfeited to the OWNER, as liquidated damages arising out of his failure to execute the Contract as proposed.

It is understood that in case BIDDER is awarded the Work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Contract Documents.

The BIDDER shall supply the names and address of major material suppliers and subcontractors.

The engineer is Thompson Engineering.

BIDDER agrees to perform all the Work described in the CONTRACT DOCUMENTS for the following unit prices:

NOTES:

- 1. The following items shall be constructed in accordance with the State of Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition, except as modified herein. Said Standard Specifications shall be incorporated herein by reference.
- 2. Unit price amounts are to be shown in figures where indicated. Where a discrepancy in the unit price and the extension of any items occurs, the <u>unit price</u> will govern.
- 3. Unit prices shall include all management, supervision, equipment, labor, materials, bonding, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
- 4. Any erasure, change or alteration of any kind must be initialed by the BIDDER.
- 5. Bid prices shall include sales tax and all other applicable taxes and fees.
- 6. Any item of work not specified on the Proposal as a separate pay item but required for the performance of the work shall be considered as an absorbed cost and no additional compensation shall be paid for such item of work.
- 7. Owner reserves the right to award any combination of base and bid options (if any) it deems advantageous and in the event that any specified bid item units are lump sum (LS), the Owner reserves the right to delete any such item or combination of such items from the project. The Owner further reserves the right to delete any item or items desired from the Bid Schedule and to adjust quantities after the Contract has been awarded. Any deletions or adjustments, if any are made, shall be made by Change Order and bidder hereby agrees to accept such Change Orders.

SCHEDULE OF BID ITEMS, MARTIN BLUFF ROAD, BRIDGE AND ROAD REALIGNMENT PROJECT

SCHEDULE OF BID ITEMS

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|--------------|--|----------|--------------|------------|--------|
| 202-B009 | Removal of Pipes | 104 | LF | | |
| 203-A004 | Unclassified Excavation, LMV, AH | 1070 | CY | | |
| 203-EX017 | Borrow Excavation, AH, FME, Class B9 | 3200 | CY | | |
| 907-213-A001 | Agricultural Limestone | 1 | TON | | |
| 907-225-A001 | Grassing | 1 | ACRE | | |
| 216-B004 | Solid Sodding, Bermudagrass | 500 | SY | | |
| 219-A001 | Watering | 5 | M GALLONS | | |
| 234-A001 | Temporary Silt Fence | 1500 | LF | | |
| 235-A001 | Temporary Erosion Checks | 20 | EACH | | |
| 907-304-A001 | Crushed Agg Base | 2050 | SY | | |
| 907-403-A007 | Hot Mix Asphalt, MT (19.0 mm Mixture) | 210 | TON | | |
| 907-403-A006 | Hot Mix Asphalt, MT (12.5 mm Mixture) | 160 | TON | | |
| 606-B001 | Guardrail, Class A, Type 1 | 425 | LF | | |
| 606-D012 | Guardrail, Bridge End Section, Type 1 | 4 | EACH | | |
| 606-E001 | Guardrail, Terminal End Section | 2 | EACH | | |
| 618-A001 | Maintenance of Traffic | 1 | LS | | |
| 619-A2005 | Temporary Traffic Stripe, Continuous Yellow, Type 1 or 2 Tape | 790 | LF | | |
| 619D-1001 | Standard Roadside Construction Signs, Less Than 10 Square Feet | 66 | SF | | |
| 619D-2001 | Standard Roadside Construction Signs, 10 Square Feet or More | 98 | SF | | |
| 619D-4001 | Directional Signs | 18 | SF | | |
| 619-G4001 | Barricades, Type III, Single Faced | 64 | LF | | |
| 619-G7001 | Warning Lights, Type "B" | 2 | EACH | | |
| 620-A001 | Mobilization | 1 | LS | | |
| 699-A001 | Roadway Construction Stakes | 1 | LS | | |
| 907-626-B001 | 4" Thermoplastic Traffic Stripe, Continuous White | 1600 | LF | | |
| 907-626-E001 | 4" Thermoplastic Traffic Stripe, Continuous Yellow | 800 | LF | | |
| 907-626-H005 | Thermoplastic Legend, White | 40 | SF | | |
| 803-B001 | Conventional Static Loading Test | 2 | EACH | | |
| 803-D002 | 14" PCPS Concrete Piles | 1000 | LF | | |

| 803-1001 | PDA Test Pile | 2 | EACH | | |
|--------------|--|-----|------|---|---|
| 803-J001 | Pile Restrike | 2 | EACH | | |
| 806-A003 | 31' Precast Concrete Slab Units, 3'-6" Interior | 12 | EACH | | |
| 806-B003 | 31' Precast Concrete Slab Units, Curb | 6 | EACH | | |
| 806-C003 | 31' Precast Barrier Rail Units, Per Plans | 8 | EACH | | |
| 907-806-A003 | 31' Precast Concrete Slab Units, 4'-6" Interior | 9 | EACH | | |
| 806-A004 | End Wall Units, Per Plans | 2 | EACH | | |
| 815-A009 | Loose Riprap, Size 300 | 375 | TON | | |
| 815-E001 | Geotextile under Riprap | 156 | SY | _ | _ |

| | TOTAL BID AMOUNT = | | |
|---|--------------------|----|-------|
| Signature: | Company: | | Date: |
| TOTAL BID AMOUNT IN NUMBERS: | | \$ | |
| TOTAL BID AMOUNT IN WORDS: | | | |
| | | | |
| Certificate of Responsibility Number: _ | | | |
| Signature of Authorized Officer or Age | nt – (Blue Ink): | | |
| SIGNATURE: | TITLE: | | |
| PRINT NAME: | DATE: | | |

CORPORATE CERTIFICATE
(To Be Executed If Bidder Is A Corporation)

| I, | certify that I am the Secretary of the Corporation |
|--|--|
| named as Contractor in the foregoing Pro | oposal; thatwho signed |
| said Proposal on behalf of the Contracto | or, was then of said |
| Corporation; that said Proposal was dul | y signed for and in behalf of said Corporation by |
| authority of its governing body and is withi | in the scope of its corporate powers. |
| | |
| | |
| Name: | |
| Title: | |
| Signature: | |
| | |

(CORPORATE SEAL)

PARTNERSHIP CERTIFICATE
(To Be Executed If Bidder Is A Partnership)

| STATE OF | | |
|---------------------|-------------------------|---|
| COUNTY OF | | |
| On this | day of | , 2019, before me personally appeared, |
| known to be and | known by me to be th | ne person who executed the above instrument, who |
| being by me first o | luly sworn, did depose | and say that he is general partner in the firm of: |
| | ; that | said firm consists of himself and; |
| and that he execu | ted the foregoing instr | ument for and on behalf of said firm for the uses and |
| purposes stated h | erein. | |
| | | |
| Name: | | |
| Signature: | | |
| | | |
| | | |
| Notary Public in a | nd for the | |
| County of | | |
| State of | | (SEAL) |
| | | (OLAL) |
| Sworn before me | this the day | of, 2019. |
| Notar | y Public | My Commission Expires |

LIMITED LIABILITY COMPANY CERTIFICATE

| I, the undersigned | , hereby certify that I am the |
|---|--|
| Manager of | (the "Company") or if the Company |
| does not have a Manager, a Member of the Com | pany with full power and authority to bind |
| the Company; that | who executed the Proposal on behalf |
| of the Company is | of the Company with full power |
| and authority to execute same on behalf of the C | ompany, and that the Proposal and the |
| Contract, if awarded to the Company, are within t | the powers and authority of the Company. |
| Na | me: |
| | |
| l iti | e: |
| Signat | ure: |
| | |
| Notary Public in and for the | |
| STATE OF | |
| COUNTY OF | |
| | (SEAL) |
| Sworn before me this the day of | , 2019. |
| | |
| Notary Public | My Commission Expires |

<u>AFFIDAVIT</u> (TO BE EXECUTED IN DUPLICATE)

| COUNTY OF | |
|--|---|
| Ι, | |
| I,(name of person | signing affidavit) |
| individually, and in my capacity as | (title) |
| of | (title) |
| of (name of firm, partnership, limite | ed liability company, or corporation.) |
| being duly sworn, on oath do depose | e and say as follows: |
| (a) That , | Bidder on the MARTIN BLUFF ROAD, BRIDGE AND |
| ROAD REALIGNMENT PROJECT, | has not either directly or indirectly entered into any |
| agreement, participated in any collus | sion, or otherwise taken any action in restraint of free |
| competitive bidding in connection with | th this contract; nor have any of its officers, partners, |
| employees or principal owners. | |
| (b) further, that neither said legal e | ntity nor any of its directors, officers, partners, principal |
| owners or managerial employees ar | re currently debarred from bidding on public contracts by |
| the State of Mississippi or any of its | agencies; or by one or more of the other states or any of |
| their agencies. | |
| Signature: | |
| Title: | |
| | (SEAL) |
| Sworn before me this the | day of, 2019. |
| Notary Public | My Commission Expires |
| · · · · · · · · · · · · · · · · · · · | , |

NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.

<u>AFFIDAVIT</u> (TO BE EXECUTED IN DUPLICATE)

| COUNTY OF | |
|---|-----|
| I, | |
| I, (name of person signing affidavit) | |
| individually, and in my capacity as | |
| (title) | |
| of (name of firm, partnership, limited liability company, or corporation.) | - |
| being duly sworn, on oath do depose and say as follows: | |
| (a) That, Bidder on the MARTIN BLUFF ROAD, BRIDG | Έ |
| AND ROAD REALIGNMENT PROJECT, has not either directly or indirectly entered into |) |
| any agreement, participated in any collusion, or otherwise taken any action in restraint of | F |
| free competitive bidding in connection with this contract; nor have any of its officers, | |
| partners, employees or principal owners. | |
| (b) further, that neither said legal entity nor any of its directors, officers, partners, principal | pal |
| owners or managerial employees are currently debarred from bidding on public contract | cts |
| by the State of Mississippi or any of its agencies; or by one or more of the other states | or |
| any of their agencies. | |
| Signature: | |
| Title: | |
| (SEAL) | |
| Sworn before me this the day of, 2019. | |
| Notary Public My Commission Expires | |

NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.

REFERENCES MARTIN BLUFF ROAD, BRIDGE AND ROAD REALIGNMENT PROJECT

| Bio | Bidder's Name: | |
|-----|--|------|
| Się | Signature: Da | ite: |
| 1. | Reference Company Name: | |
| | Mailing Address | |
| | Contact Person | |
| | Telephone No | |
| | E-mail Address | |
| | | |
| 2. | 2. Reference Company Name: | |
| | Mailing Address | |
| | Contact Person | |
| | Telephone No | |
| | E-mail Address | |
| 2 | | |
| ა. | Reference Company Name: Mailing Address | |
| | Mailing Address | |
| | Contact Person | |
| | Telephone No. | |
| | E-mail Address | |
| 4. | Reference Company Name: | |
| | Mailing Address | |
| | Contact Person | |
| | Telephone No | |
| | E-mail Address | |

D. BID BOND

| KNOW ALL MEN BY THESE PRESENTS: |
|---|
| That |
| (Name of Contractor) |
| |
| (Address of Contractor) |
| a hereinafter called "Principal", and |
| (Corporation, Partnership, Limited Liability Company or Individual) |
| hereinafter called "Surety' |
| (Name of Surety) |
| are held and firmly bound unto JACKSON COUNTY, Mississippi, hereinafter called |
| "OWNER" in the penal sum of 5% of Total Bid, for the payment of which sum well and |
| truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly |
| by these presents. |
| Signed, this the day of, 2019. The Condition of the above obligation |
| is such that whereas the Principal has submitted to JACKSON COUNTY, Mississippi a |
| certain BID, attached hereto and hereby made a part thereof to enter into a contract in |

MARTIN BLUFF ROAD, BRIDGE AND ROAD REALIGNMENT PROJECT

NOW, THEREFORE,

writing, for the performance of:

- (a) If said BID shall be rejected, or,
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract on the Contract form as attached hereto (properly completed in accordance with said BID) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection herewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these present to be signed by their officers, the day and year first set forth above.

| | (L.S.) | |
|-----------|--------|--------|
| Principal | | Surety |
| | | |
| | | |
| By: | | By: |

IMPORTANT: Surety companies executing BONDS must be authorized to transact business in the State of Mississippi.

E. CONTRACT

| THIS AGREEMENT, made this the | _ day of _ | , 2019, by |
|--|-------------|--------------------------------|
| and between the JACKSON COUNTY BO | ARD OF | SUPERVISORS hereinafter called |
| "OWNER" and | | , doing |
| business as (an Individual), (a Partnership) | , (a Limite | ed Liability Company), or (a |
| Corporation) hereinafter called "CONTRAC | CTOR". | |

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

- The CONTRACTOR shall commence and complete the WORK as provided in the Plans, Specifications and Contract Documents for MARTIN BLUFF ROAD, BRIDGE AND ROAD REALIGNMENT PROJECT, hereinafter called "PROJECT".
- 2. The CONTRACTOR shall furnish all of the management, supervision, material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
- The CONTRACTOR shall commence the work required by the CONTRACT DOCUMENTS within 15 calendar days after the date of the written NOTICE TO PROCEED.
- 4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS, and comply with the terms therein for the unit prices shown in the SCHEDULE OF BID ITEMS.
- 5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - a. This Agreement or Contract
 - b. Instruction to Bidders
 - c. Signed Copy of Proposal Form and Bidder's Certificate
 - d. Executed Non-Collusion Form and Compliance Statements
 - e. Executed Performance Bond
 - f. Executed Payment Bond
 - g. General Conditions
 - h. Special Provisions
 - i. State of Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition, except as modified herein.

- j. Drawings issued by Thompson Engineering and dated, January 2019.
- k. ADDENDA: No.______ Dated
- All State of Mississippi conditions, specifications, regulations and requirements bound herein, incorporated herein by reference, or applicable as a matter of law.
- 6. The Contractor agrees to abide by the following consequences for failure to complete the project within the mutually agreed-upon time specified in the Work Order:
 - a. LIQUIDATED DAMAGES CONTRACTOR shall pay to OWNER for each and every calendar day that he shall be in default in attaining Completion of the Work within the time stipulated the applicable sum reflected in the "SCHEDULE OF DEDUCTIONS FOR EACH DAY OVERRUN IN CONTRACT TIME", Section 108.07 of the State of Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of the applicable sum reflected in the aforementioned schedule for each calendar day that he shall be in default in completing the WORK within the stipulated time as mutually agreed. Since the OWNER's losses are due to the CONTRACTOR's delay and are not readily ascertainable, the amount provided herein for liquidated damages constitutes agreed damages and not a penalty.
 - b. INDEMNIFICATION CONTRACTOR shall fully indemnify and hold harmless the OWNER and the ENGINEER and their officers, personnel, and agents from and against: (1) any and all fines, civil penalties, and assessments levied by the State of Mississippi Department of Environmental Quality or any federal or state court or agency for failure to meet, perform, or comply with any part of the time schedule as defined in the Contract Documents, and (2) any and all claims, damages, losses, expenses, liabilities, actions, judgments, and decrees of any and every mature whatsoever in any manner caused by, resulting from, or arising out of CONTRACTOR'S performance of work on or in connection to the Project.

- c. RIGHT OF SET-OFF The OWNER, in addition to its other remedies under this Contract and in law and in equity, may deduct from monies which become due the CONTRACTOR under this Contract or under any of the foregoing provisions amounts due OWNER from CONTRACTOR.
- The OWNER will pay to the CONTRACTOR in the manner and at such times set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS.
- 8. The CONTRACTOR agrees to allow the OWNER or a duly authorized representative thereof, access to books, documents, papers and records of the CONTRACTOR which are directly pertinent to the Project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical access to records clause into all subcontracts.
- 9. The CONTRACTOR shall be held responsible for forfeiture of monies in the event that an audit indicates his failure to keep adequate records, including change orders, force accounts and payroll records, or the failure to comply with the Contract Documents.
- 10. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of:

(not less than one hundred percent of Contract amount)

| (\$ | | | | |
|--|---|--|--|--|
| (not less than one hundred percent of Contract amount) | | | | |
| 12. This Agreement shall be binding executors, administrators, success | upon all parties hereto and their respective heirs, ssors, and assigns. | | | |
| IN WITNESS WHEREOF, the parties he | ereto have executed or caused to be executed by | | | |
| their duly authorized officials, this Agree | ment in <u>5</u> copies each of which shall be deemed | | | |
| an original on the date first above written | າ. | | | |
| | JACKSON COUNTY, Mississippi | | | |
| В | Y: | | | |
| N | AME: | | | |
| Т | ITLE: | | | |
| ATTEST: | | | | |
| BY: | | | | |
| NAME: | | | | |
| TITLE: | (SEAL) | | | |
| | CONTRACTOR | | | |
| В | Y: | | | |
| N | IAME: | | | |
| Т | ITLE: | | | |
| ATTEST: | | | | |
| BY: | | | | |
| NAME: | | | | |
| TITLE: | (SEAL) | | | |
| | | | | |

11. Attached hereto and made a part of this Contract is a Performance Bond, executed

by a Surety Company doing business in the State of Mississippi, in the sum of:

F. PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

| That | |
|--|--|
| (Name of Contracto | r) |
| | |
| (Address of Contractor) | |
| A | hereinafter called "Principal", and |
| (Corporation, Partnership, Limited Liability Company, or Individual) | |
| | hereinafter called "Surety", |
| (Name of Surety) | |
| are held and firmly bound unto the Jackson County Board | d of Supervisors, hereinafter |
| called "OWNER" in the penal sum of | |
| | dollars and 00/100s. |
| Dollars (\$ |) |
| in lawful money of the United States, for the payment of | which sum well and truly to be |
| made, we bind ourselves, successors, and assigns, jointly | y and severally, firmly by these |
| presents. | |
| THE CONDITION OF THIS OBLIGATION is such that who | ereas, the Principal entered into |
| a certain Contract with the OWNER, dated the da | y of,2019, |
| a copy of which is hereto attached and made a part hereof | for the construction of: |

MARTIN BLUFF ROAD, BRIDGE AND ROAD REALIGNMENT PROJECT

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the Original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER of all of outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect. PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time,

alteration or addition to the terms of the Contract or to the WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the loans of this Contract or to the WORK or to the SPECIFICATIONS. PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may not yet be satisfied.

| WITNESS WHEREOF, this instrument is | executed in <u>five (</u> | <u>5)</u> counterparts, each of |
|---|---------------------------|---------------------------------|
| which shall be deemed an original, this the | e day of | , 2019 |
| ATTEST: | | |
| (Principal) Secretary | Ву | (Principal) |
| (SEAL) | | |
| | | (Address) |
| Witness as to Principal | | |
| (Address) | | |
| ATTEST: (SEAL) | | |
| | | (Surety) |
| | ByAtto | rney-in-Fact, MS Resident Agent |
| Witness as to Surety | | (Address) |
| (Address) | | |
| | Phone | Number (include Area Code) |

NOTE: Date of BOND must not be prior to date of CONTRACT. If CONTRACTOR is

Partnership, all partners should execute BOND

IMPORTANT: Surety companies executing BONDS must be authorized to transact business in

the State of Mississippi.

G. PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That (Name of Contractor) (Address of Contractor) hereinafter called "Principal",and (Corporation, Partnership, Limited Liability Company, or Individual) hereinafter called "Surety", (Name of Surety) are held and firmly bound unto the Jackson County Board of Supervisors, Mississippi , hereinafter called "OWNER" in the penal sum of _____ dollars, and 00/100s. Dollars in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the OWNER, dated the _____ day of _____, 2019, a copy of which is hereto attached and made a part hereof for the construction of:

MARTIN BLUFF ROAD, BRIDGE AND ROAD REALIGNMENT PROJECT

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, SUB-SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain

in full force and effect. PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and sees that no change, extension of time, alteration or addition to the terms of the Contract or to the WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the loans of this Contract or to the WORK or to the SPECIFICATIONS. PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may not yet be satisfied.

| | is executed in <u>five (5)</u> counterparts, each of ne day of, 2019 |
|-------------------------|---|
| ATTEST: | |
| (Principal) Secretary | (Principal) By |
| (SEAL) | (Address) |
| Witness as to Principal | |
| (Address) | |
| ATTEST: (SEAL) | (Surety) |
| | ByAttorney-in-Fact, MS Resident Agent |
| Witness as to Surety | (Address) |
| (Address) | |

Phone Number (include Area Code)
To If CONTRACTOR is Partnership al

NOTE: Date of BOND **must not be** prior to date of CONTRACT. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must be authorized to transact business in the State of Mississippi.

H. GENERAL CONDITIONS

1. The General Conditions for this project are described and are in accordance with Division 100 – GENERAL PROVISIONS of the State of Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition, except as modified herein.

2. CONTRACTORS TITLE TO MATERIALS

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 sales contract or their agreement by which an interest is retained by the Seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

3. INSPECTION AND TESTING OF MATERIALS

- a. All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The Owner will pay for all laboratory inspection service direct, and not as a part of the Contract, except as otherwise noted.
- b. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

4. "OR EQUAL" CLAUSE

Whenever a material or article required is specified or shown on the plans by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design will be considered equal and satisfactory providing the material or article so proposed is of equal substance and function in the Engineer's opinion. It shall not be purchased or installed without his written approval.

5. NOTICE AND SERVICE THEREOF

Any notice to any Contractor from the Owner relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address, or delivered in person to said Contractor or his authorized representative on the work.

6. UNDERGROUND UTILITIES AND SERVICES

The plans show certain features of the topography and certain underground utilities, but they do not propose to show in complete detail all such lines or obstructions. SUCH TOPOGRAPHY AND NOTES ON THE PLANS WERE INSERTED FROM RECORDS AVAILABLE AND

ARE FOR THE CONTRACTOR'S CONVENIENCE, AND SHALL NOT BE USED AS A BASIS FOR CLAIMS OR EXTRA COMPENSATION.

Contractor shall contact Mississippi One-Call System, Inc.,

(www.ms1call.org or call 811) to have all utility lines located and clearly marked prior to commencement of construction activities. Signs and other minor obstructions may not be shown on the plans. Their presence, and the required removal and the resetting thereof shall be considered incidental to the overall project and the cost for the work noted above shall be included in the overall bid price for the project (no separate payment).

I. SPECIAL PROVISIONS

1. SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION

The contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act to 1970 (PL-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).

The Contractor alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances, and methods, and for any damages which may result from their failure or their improper construction, maintenance or operations.

The Contractor shall at all times so conduct his work as to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to ensure the protection of persons and property in a manner satisfactory to the Owner and Engineer.

2. It is the intent of the Engineer to construct the within described improvements in accordance with the *State of Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition.* Said specifications shall be hereafter referred to as the MDOT Specifications.

All provisions enumerated in the MDOT Specifications shall be complied with, except as otherwise revised herein. Where certain modifications in said specifications appear in these specifications, only the modifications apply; otherwise, the standard specifications apply.

In said specifications where the words State of Mississippi, Governor, Mississippi Department of Transportation, Executive Director, etc., appear, substitute the Owner with the Owner being the Jackson County Board of Supervisors. Where the word Engineer appears, it shall mean Thompson Engineering. Where the words Testing Laboratory and/or Laboratory appear, it shall mean the particular Testing Laboratory retained by the Jackson County Board of Supervisors for this work.

3. PRE-CONSTRUCTION CONFERENCE

- a. Prior to commencement of construction, a pre-construction conference will be scheduled with the date, time and location of the meeting to be established by the Engineer.
- b. The Engineer will prepare an agenda and distribute advance copies to each participant. The Engineer will also prepare and complete the minutes of the meeting and distribute same to all participants.
- c. Prior to the pre-construction conference, CONTRACTOR shall submit to ENGINEER an estimated progress schedule, in the form of a bar chart, indicating the starting and completion dates of the various stages of the Work along with anticipated earnings, and a preliminary schedule of Shop Drawings submissions. The

ENGINEER shall review and return this schedule or require revisions thereto within fourteen (14) days of its submittal. If there is more than one CONTRACTOR involved in a Project each such CONTRACTOR shall cooperate with the other and coordinate the Work of all on the Project. Updated progress schedules will be required on a monthly basis at the time of submittal of the CONTRACTOR'S monthly progress pay request.

- 4. PROJECT SIGN: Two required for this project. See details in Appendix M.
- 5. The Contractor shall have on the job at all times during construction a skilled Instrumentman to set the necessary construction and grade stakes referenced from the Engineer's stakes, and in accordance with the Engineer's drawing.
- 6. Partial payments will be made to the Contractor once in each month in the manner set forth by the Owner on estimates approved by and certified to the Jackson County Board of Supervisors by the Engineer. Payment for the work will be made by the Jackson County Board of Supervisors from funds set aside for that project.
- 7. Where Mississippi Department of Transportation Standard Drawings are applicable for the work required, they shall be considered as part of the plans, and copies of required drawings will be afforded the Contractor for construction purposes.
- 8. <u>EQUIPMENT</u>: Choice of equipment for excavation or other project work shall be the responsibility of the Contractor, however, any equipment that results in waste of material, inaccurate work, or otherwise proves objectionable shall be replaced as directed by the Engineer.
- 9. TERMINATION FOR FAILURE OF PERFORMANCE: In the event of failure by the Contractor to perform any or all of the Contractor's obligations in a prompt and efficient manner satisfactory to the Jackson County Board of Supervisors, the Jackson County Board of Supervisors will have the right to summarily terminate this agreement, including all projects covered hereby, by giving the Contractor written notice of such termination, after which the Jackson County Board of Supervisors may employ contracting services of its choice to complete the project or projects under this agreement and the Contractor and its Sureties will reimburse the Jackson County Board of Supervisors any additional costs which may result from such termination and employment of other contracting services.
- 10. <u>JACKSON COUNTY'S RIGHT TO PERFORM WORK</u>: It is understood that the Jackson County Board of Supervisors may delete any and/or all the items listed above and the Contractor agrees to construct the remaining items at the bid price for each item.
- 11. Traffic control signs in the work areas shall be installed in accordance with

the Manual on Uniform Traffic Control Devices, most current edition.

- 12. <u>TELEPHONE SERVICES AND UTILITIES WITHIN PROJECT LIMITS</u>: Overhead electrical cables and other utilities are located within the construction limits. It shall be the Contractor's responsibility to coordinate with the utility for any required temporary relocation of utilities, if required, to allow for the construction.
- 13. Paragraph 107.14.2.1, Liability, of the *State of Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition*, shall be deleted and replaced with the following:

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

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

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

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

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

K. GEOTECHNICAL REPORT



March 29, 2013

Jackson County Road Department 8500 Jim Ramsay Road Vancleave, Mississippi 39565

Attention: Mr. Charles W. Browning, Jr.

Special Project Coordinator

Subject: Report of Geotechnical Consulting Services

Bridge Replacement at Martin Bluff Road Gautier, Jackson County, Mississippi Thompson Project No.: 12-4040-0006

Dear Mr. Browning:

Thompson Engineering (Thompson) is pleased to present this engineering report which has been prepared in general accordance with the Mississippi Department of Transportation (MDOT) guidelines for bridge foundation reports.

This document constitutes the design-level geotechnical report which may be used in support of project design and construction activities. Details on exploration protocols and technical matters are presented in the report text and Reference Section.

General

This report addresses the proposed bridge to be constructed along Martin Bluff Road in Gautier, Mississippi. The new bridge will be approximately 93 feet long and will be constructed along a new alignment just west of the current bridge it is replacing. A Project Vicinity Map is included with this report.

Current plans are to construct the bridge using three 31-feet long pre-stressed concrete spans. The current design top of pile elevation is approximately +10 feet-NGVD. Design pile compression loads for the abutment and interior bents are 44 tons and 70 tons, respectively. Rock armors using riprap will be designed around abutment slopes and interior bent piles for scour prevention.

Two cone penetration test soundings were performed at this project using an integrated electronic piezocone (CPTU) at the approximate locations shown on the Reference Section. Due to difficult access at the (southern) Abutment No. 1 location, the C-1 sounding was performed on the east side of the abutment, just off the existing pavement. The CPTU soundings were performed to a depth of 80 feet below the existing ground surface.

The 20-ton CPT push system advanced to sounding instrument into the subsurface soils at a rate of 2 cm/s. Tip resistance (Qc), sleeve friction (Fs), and dynamic pore pressure (U2) were recorded every 5 centimeters. Testing was performed in accordance with the methods and procedures described in ASTM Specification D5778-07. Samples are not recovered with the cone penetration test. The results of the soundings are presented on the Records of CPTU Soundings and Generalized Soil Profile provided in the Reference Section of this report. The corrected tip resistance (Qt) is the recorded tip resistance (Qc) corrected to account for the pore water pressures acting on unequal tip areas of the cone.

The Records of CPTU Soundings utilize the Robertson, 1986, soil behavior type interpretation. The Generalized Soil Profile represents Thompson Engineering's interpretation of the subsurface soil stratification at each site. The soil zone strengths used for the engineering analyses and the soil descriptions are summarized below.

Geology

The proposed Martin Bluff Road bridge is located 7 miles (11.5 kilometers) north of the coastline of the Mississippi mainland in Jackson County. Geologic units exposed at ground surface (at an approximate elevation of 10 ft.) at this general location include Earlier Pleistocene Alluvial-Fluvial Units which consist of silty-sandy floodplain deposits and more clayey deposits (similar to the underlying Citronelle Formation), and the mostly sandy, alluvial floodplain deposits of the Late Pleistocene Prairie Formation.

The Prairie Formation is exposed at ground surface over a 1 to 15 mile-wide strip extending north from the coast of the mainland Mississippi coast. The Prairie Formation thins from less than 40 ft. near the coast to about 10 ft. toward Interstate I-10. The formation is described as being deposited as a variety of alluvial deposits including crossbedded stream channel sands, sandy gravels, backswamp lignite lenses, and floodplain sands and silts. Silty sands and sandy silts are dominated by very pale orange, pale-yellowish orange, and medium yellowish-orange colors.

The Earlier Pleistocene Alluvial-Fluvial Units occur as isolated level surfaces in coastal Alabama and Mississippi, intermediate between the Citronelle Formation in more upland locations and the Late Pleistocene-aged Prairie Formation. Deposits of this unit display great lateral variability but occur in only a few small areas in southern Mississippi and Alabama.

Neogene strata of south Mississippi includes gravelly sands of the Pliocene-aged Citronelle Formation, stiff olive gray muds of the early Pliocene-aged Graham Ferry Member of the Pensacola Formation, and very stiff bluish clays of the upper Miocene Pascagoula Member of the Pensacola Formation. Otvos (1981) describes the Citronelle Formation as usually fairly thin in the Mississippi coastal area (12-20 meters or 40 to 65 ft. thick), consisting predominantly of silty-sandy units with occasional thick beds and lenses of channel gravel and thin clayey swamp deposits of alluvial origin.

March 29, 2013 Page 3 of 5

Analyses

Settlement: We understand that up to three feet of fill placement will be required for construction of the bridge approaches. Total settlement on the order of 1 inch is anticipated as a result of the compacted embankment loads. Due to the sandy nature of the upper soil zones, this settlement is expected to be elastic in nature, with the majority occurring during fill placement. We estimate post-construction settlements on the order of 1/4 inch. Fill placement heights greater than three feet will require additional engineering analyses by Thompson.

Slope Stability: Slope stability analyses were not performed for the embankment at this site. Since embankments will closely match those already present at the site, no stability problems are anticipated at this site. Additional engineering analyses, by Thompson, will be required If embankment plans change or if embankments steeper than 2:1 (H:V) are planned.

Recommendations

Spread Footings: Spread footings were not considered for this project.

Driven Piles: We recommend the use of precast, prestressed concrete piles for this project. The piles should achieve adequate bearing in the medium dense to dense sands below elevation -30 feet. We recommend that piles should be installed through the 4 to 5-foot thick layer of dense sand encountered between elevations of -15 and -20 feet; predrilling of pile locations may be required to reach tip elevation. Predrilling should be limited to no closer than 10 feet above the design tip elevation, and the drill diameter should not exceed 2/3 of the pile width.

Pile capacity curves (as generated from MDOT pile capacity program) for 14 and 16-inch square concrete piles are presented in the Reference Section. These pile capacity curves present ultimate (unfactored) pile capacities. If a static pile load test is planned a factor of safety of 2.0 should be applied to the ultimate values. If a PDA load test is planned a factor of safety of 2.5 should be applied to the ultimate values. Pile installation should be performed in accordance with the Mississippi Standard Specifications for Road and Bridge Construction.

Steel H-Piles: Steel H-piles were not analyzed for this project, and are typically not preferred in coastal marine environments for this type of construction.

Drilled Shafts: Drilled shafts were not analyzed for this project but are a technically feasible foundation alternative on this project. Drilled shaft design recommendations may be prepared by Thompson upon request.

Strength Parameters

| Zone | Description | Str | <u>ength</u> |
|----------------|--|-------|--------------|
| | | С | ф |
| Alluvium | | | · |
| 1A | Very Loose Sands | 0 psf | 28° |
| | | | |
| Pleistoce | <u>ne – Prairie Formation</u> | | |
| 2A | Medium Dense Sands | 0 psf | 32° |
| 2B | Dense Sands | 0 psf | 34° |
| 2C | Loose Sands | 0 psf | 30° |
| Maaaaaa | Oitman alla Fannation | | |
| <u>neogene</u> | Citronelle Formation | | |
| 3A | Medium Dense Silty Sand | 0 psf | 30° |
| | to Sandy Silt | | |
| 3B | Dense Sands | 0 psf | 34° |

Summary of Soundings

| Sounding | Station | Offset | Ground Elevation (NGVD) |
|----------|---------|--------------|-------------------------------|
| C - 1 | 4+96 | 0 | + 10 ft. |
| C - 2 | 5+90 | 20 ft. Right | + 10 ft. |

Project Vicinity Map



Closing

We appreciate the opportunity to assist the Jackson County Road Department with projectrelated geotechnical matters. Please do not hesitate to contact our office with any questions concerning this submittal.

Respectfully,

THOMPSON ENGINEERING, INC

Cameron Crigler, P.E. Senior Geotechnical Enginee

P.E. Registration No. 19395

A. Generalized Soil Profile Reference Section:

B. Pile Capacity Design Curves

C. Records of CPTU Soundings

David Barreiro, P.D.

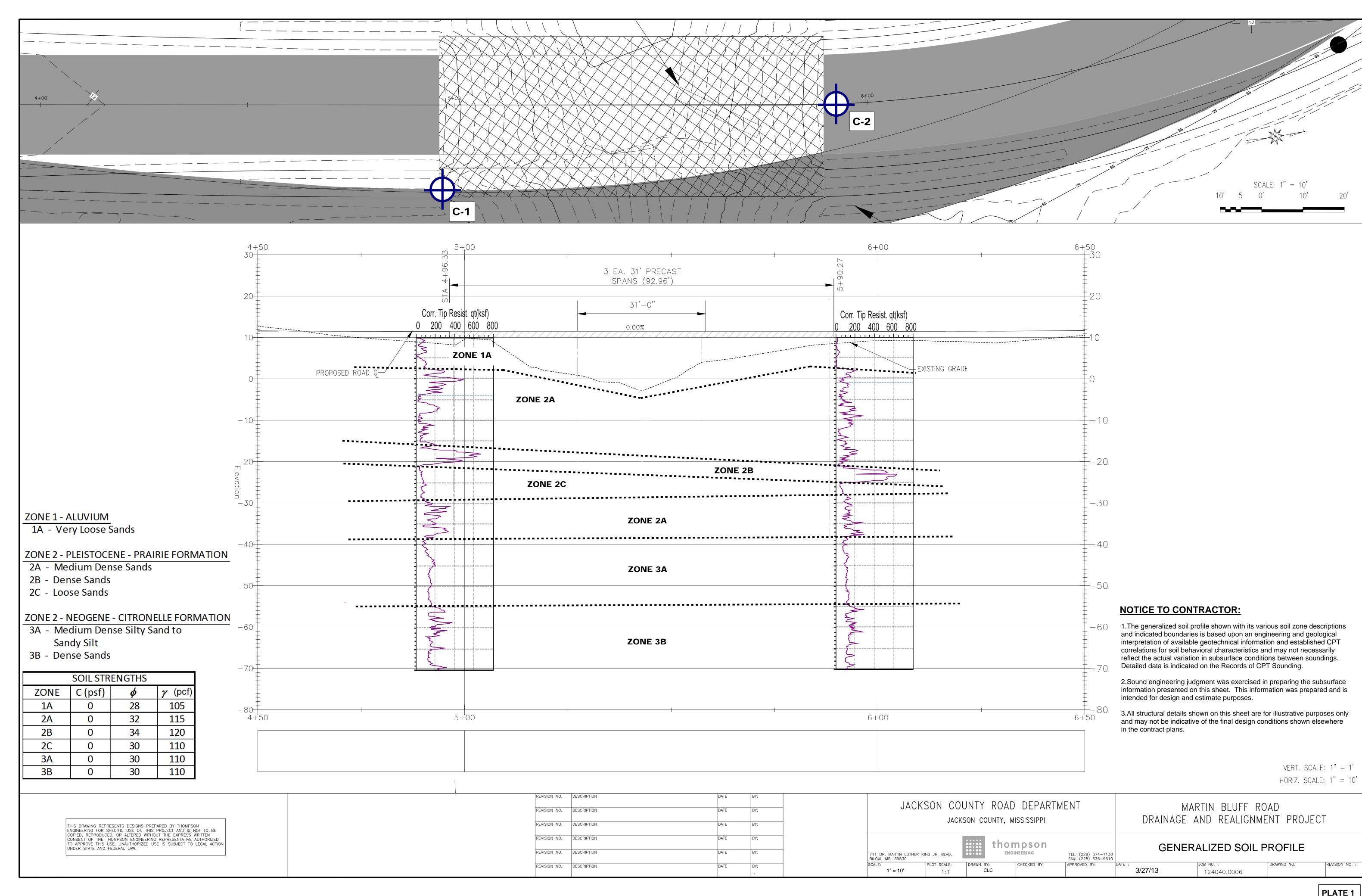
2-3

4-5

Principal Geotechnical Engineer

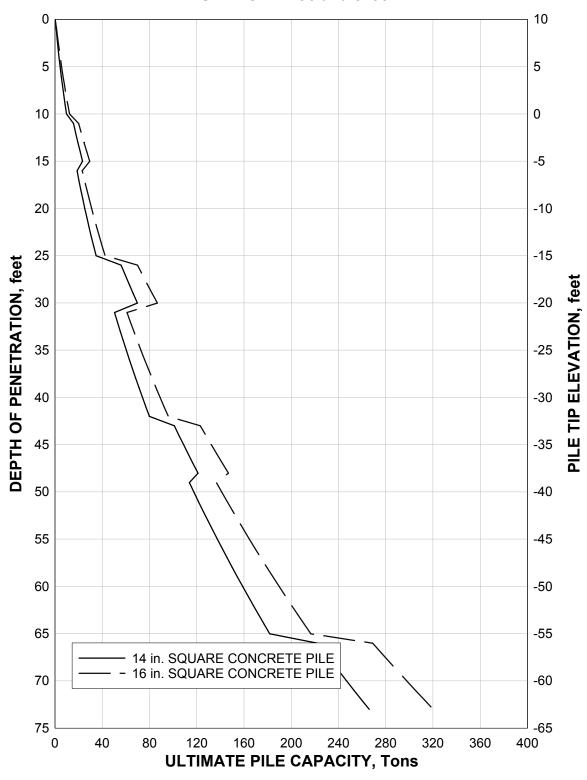
REFERENCE SECTION





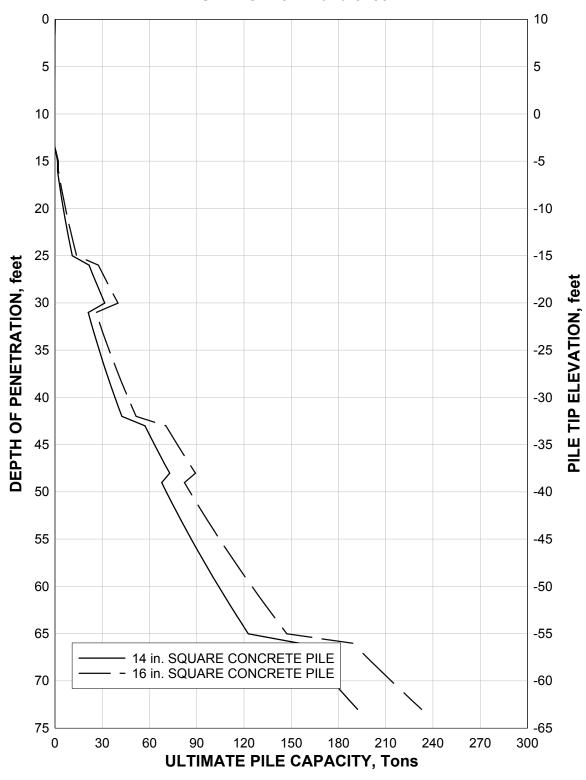
ULTIMATE PILE CAPACITY CURVE

SITE NO.: Martin Blu BENT: Abutments 1 & 4 STATION: 4+96 and 5+90



ULTIMATE PILE CAPACITY CURVE

SITE NO.: Martin Blu BENT: Bents 2 & 3 STATION: 5+27 and 5+58



Cone Penetration Test Interpretations



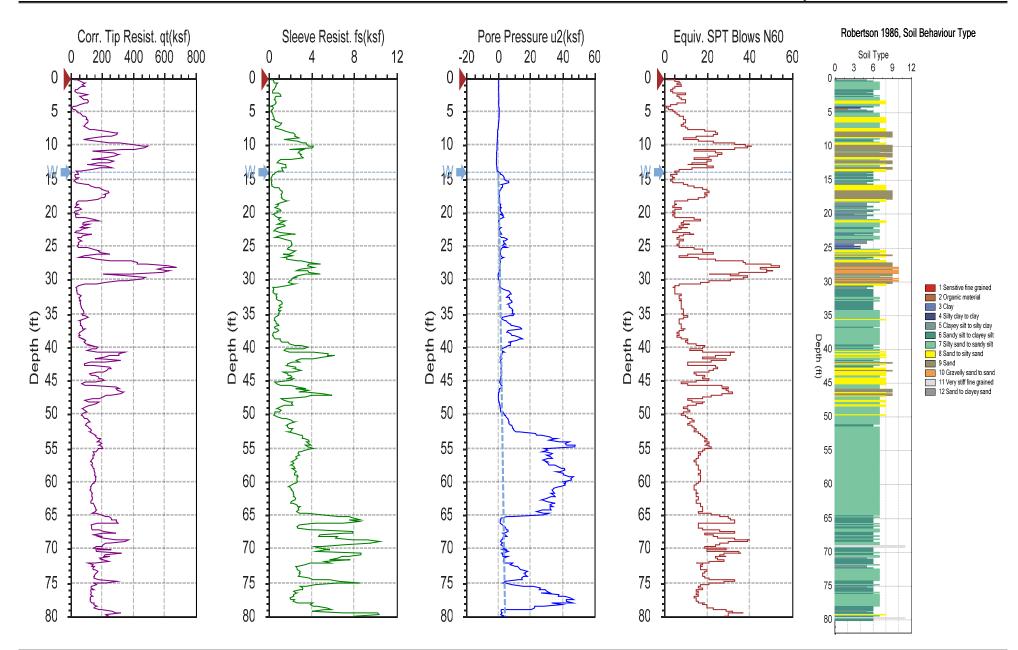
Job Title: Martin Bluff Job Code: 12-4040-0006

Client: Jackson County Board of Supervisors

Address: Gautier, MS

Borehole: C-1 Groundwater: 14 ft Coordinates: n.a.

Calculated By: B. Betbeze Checked By: B. Betbeze



Cone Penetration Test Interpretations



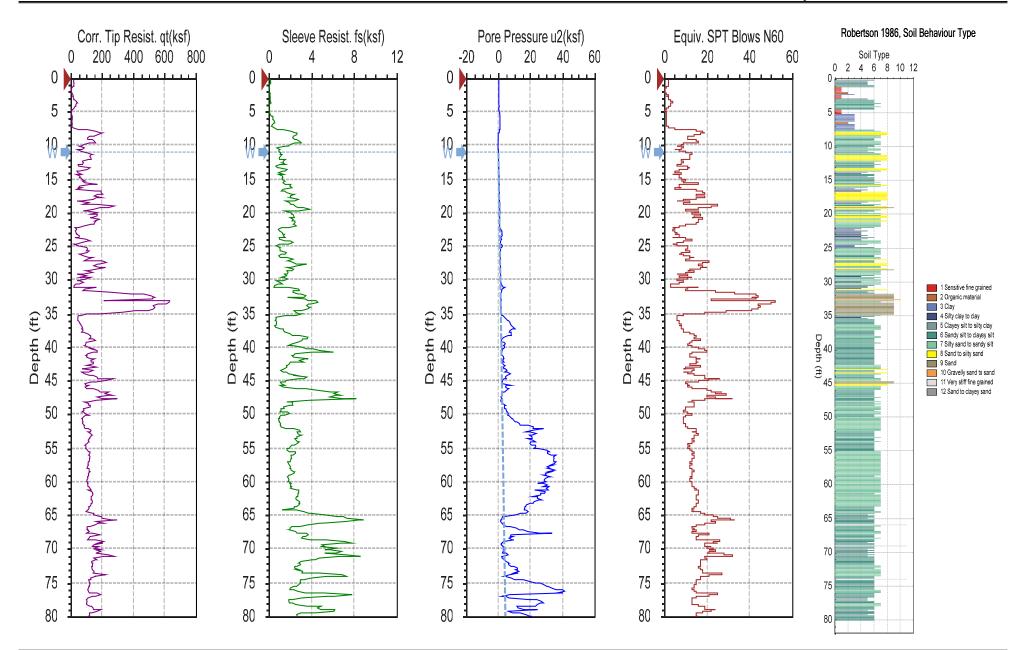
Job Title: Martin Bluff Job Code: 12-4040-0006

Client: Jackson County Board of Supervisors

Address: Gautier, MS

Borehole: C-2 Groundwater: 11 ft Coordinates: n.a.

Calculated By: B. Betbeze Checked By: B. Betbeze



L. U.S. ARMY CORPS OF ENGINEERS PERMIT



DEPARTMENT OF THE ARMY MOBILE DISTRICT, CORPS OF ENGINEERS P.O. BOX 2288 MOBILE. AL 36628-0001

April 11, 2019

Mississippi Branch Regulatory Division

SUBJECT: Department of the Army Nationwide Permit Number SAM-2013-00301-TMZ, Martin Bluff Road, Jackson County

Jackson County Board of Supervisors Attention: Mr. Joe O'Neal P.O. Box 998 Pascagoula, MS 39568

Dear Mr. O'Neal

This letter is in response to your request for a Department of the Army (DA) Nationwide Permit to remove existing drainage pipes and construct a 750-ft road/bridge segment along Martin Bluff Road just south of Brookside Drive and just north of Shady Point Circle. The precast concrete bridge will be pile-supported over an unnamed tributary of Bayou Castelle and extend an additional 40 feet westward from the western edge of Martin Bluff Road.

The center-point for the new bridge will cross over the unnamed tributary of Bayou Castelle at Latitude 30.463169° North and Longitude -88.639931° West, Section 1, Township 7 South, Range 7 West, north Gautier, Jackson County, Mississippi. For any future correspondence regarding this project, please refer to the assigned File Number SAM-2013-00301-TMZ.

A Department of Army permit authorization is necessary because the installation of the new bridge will extend over the unnamed tributary of Bayou Castelle, a Section 10 navigational water of the United States.

Based on your application, email responses, and the **enclosed** drawings, the U.S. Army Corps of Engineers (USACE) hereby verifies the work described above. In accordance with the enclosed drawings, the project activities are authorized by Nationwide Permit 14 (Linear Transportation Projects) in accordance with 33 CFR Part 330 of our regulations. The Nationwide Permits (NWPs) and their associated Regional and General conditions are available on our website at www.sam.usace.army.mil/Missions/Regulatory/NWP.aspx for your review and compliance.

This NWP verification is valid until the NWP is modified, reissued, or revoked. All of the existing NWPs are scheduled to be modified, reissued, or revoked prior to March 19, 2022. It is incumbent upon you to remain informed of changes to the NWPs. We will issue a public notice when the NWPs are reissued. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant nationwide permit is

modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP.

Nothing in this letter shall be construed as excusing you from compliance with other Federal, State, or local statutes, ordinances, or regulations which may affect this work. Revisions to your proposal may invalidate this authorization. In the event changes to this project are contemplated, it is recommended that you coordinate with us prior to proceeding with the work.

The use of this Nationwide Permit (NWP) 14 verification is subject to the following Special conditions:

- a. The permittee and support contractor(s) shall comply with this Nationwide Permit, applicable Federal, State, or local water quality standards, the March 6, 2017 Mississippi Department of Environmental Quality (MDEQ) Section 401 Water Quality Certification (WQC) letter for NWP 14 and the September 25, 2018 Mississippi Department of Marine Resources (MDMR) Coastal Zone Management Act (CZMA) Certificate of Waiver letter (DMR-130342). The MDEQ letter, the MDMR letter, and the NWPs can be viewed and/or downloaded from our website at www.sam.usace.army.mil/Missions/Regulatory.aspx.
- b. If for any reason it becomes necessary to make a material change in location or plans for this work, the permittee shall submit revised plans and/or drawings to the District Commander U.S. Army Corps of Engineers, Regulatory Division, Mississippi Branch and receive approval prior to implementing the revised plans. Should the referenced permit drawings conflict with the general and/or special conditions of this NWP, then the conditions shall prevail.
- c. The movement of equipment within the project area shall be limited to the minimum necessary to accomplish the work authorized herein. Best management practices and appropriate measures shall be implemented to minimize any degradation (i.e. erosion, siltation, high turbidity) or damage to the environment (i.e. impedance of stream flow or unauthorized discharge within the wetlands and/or streams). Also, no building materials, tools or other equipment shall be stockpiled in wetlands or other waters of the U.S. All excess materials, tools and equipment shall be removed immediately upon completion of the activity.
- d. Should any threatened or endangered species be encountered during project activities, precautionary measures must be implemented to avoid disturbance to species encountered within the permit area. At this time, the permittee or designated agent shall immediately contact the U.S. Army Corps of Engineers, Mobile District, Regulatory Division, Mississippi Branch, at (251) 694-3702. In response, the USACE will report the finding(s) to the U.S. Fish and Wildlife Service, then coordinate/advise the agent/permittee of any further project activities permissible within the permit area.

e. Should any potentially significant artifact(s) or archeological feature(s) be encountered during project activities, all intrusive work and/or temporary disturbance to the wetlands within the permit area shall cease. At this time, the permittee or designated agent shall immediately contact the U.S. Army Corps of Engineers, Mobile District, Regulatory Division, Mississippi Branch, at (251) 694-3702. In response, the USACE will report the finding(s) to the Mississippi Department of Archives and History, then coordinate/advise the agent/permittee of any further project activities permissible within the permit area.

Please note that Nationwide Permit (NWP) General Condition 30 (*Compliance Certification*) requires each permittee who receives a NWP verification letter must provide a signed certification documenting completion of the authorized activity and any required compensatory mitigation. The **enclosed** Compliance Certification form must be returned to the letterhead address within 30 days of completion of the authorized work to satisfy this requirement. The **enclosed** Notice of Authorization must also be conspicuously displayed at the project site.

A copy of this letter is being provided to you at Joe_Oneal@Co.Jackson.MS.US, Jackson County Board of Supervisors, P.O. Box 988, Pascagoula, Mississippi 39568, the Mississippi Department of Marine Resources, Bureau of Wetland Permitting, Attention: Mr. Adam Terrell (Adam.Terrell@dmr.ms.gov) at 1141 Bayview Avenue, Biloxi, Mississippi 39530, your agent, Thompson Engineering, Inc., Attention: Mr. John McFadyen (JMCFADYEN@ThompsonEngineering.com) at 2970 Cottage Hill Road, Mobile, Alabama 36606, and the National Ocean Service at ocs.ndb@noaa.gov.

Should you have any questions, comments, or concerns, please feel free to contact me at (251) 694-3702 or via email Michael.G.Stevens2@usace.army.mil. For additional information about our Regulatory Program, you may visit our web site at www.sam.usace.army.mil/Missions/Regulatory.aspx. Also, please take a moment to complete our customer satisfaction survey located near the bottom of the webpage. Your responses are appreciated and will allow us to improve our services.

Sincerely,

Michael G. Stevens, P.G. Project Manager Mississippi Branch Regulatory Division

Enclosures

| When the structures or work authorized by this are still in existence at the time the property is nationwide permit, including any special condit owner(s) of the property. To validate the transf associated liabilities associated with compliant transferee sign and date below. | transferred, the terms and conditions of this ions will continue to be binding on the new er of this nationwide permit and the |
|---|--|
| (TRANSFEREE) | (DATE) |

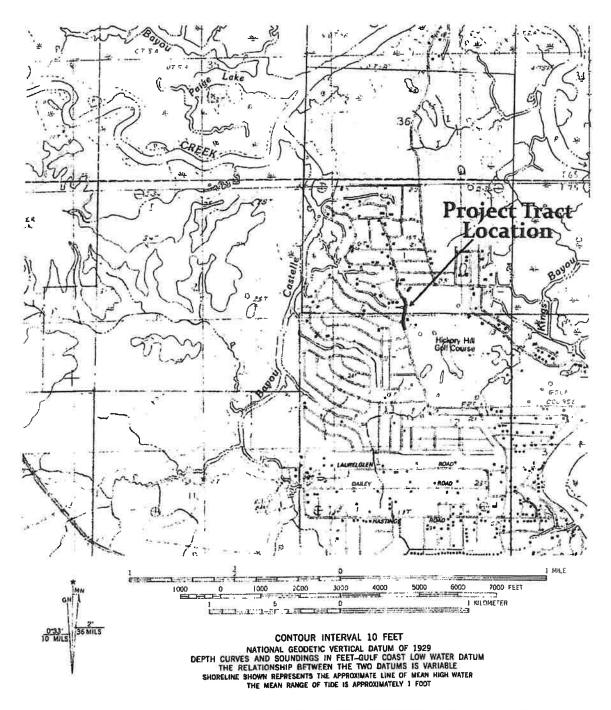


Figure 1. Project tract as shown on the Gautier North, MS, USGS 7.5' series topographic quadrangle.



DELBERT HOSEMANN Secretary of State

June 26, 2013

Mr. James Davis Mississippi Department of Marine Resources 1141 Bayview Avenue Biloxi, Mississippi 39530

Re:

Application by Jackson County Board of Supervisors, DMR-130342,

Martin Bluff Road Drainage and Realignment Project

(Install a pile supported 3 - segment 96' bridge; Piles driven into tributary of

Bayou Castelle), Gautier, Jackson County, Mississippi

Dear Mr. Davis:

We ask that the permit, if granted by the Department of Marine Resources, include the usual stipulation regarding the Secretary of State's office that authorization "shall not become effective until all issues regarding public trust boundaries, rights, and agreements are fully resolved with the Mississippi Secretary of State." This project will require a rent exempt tidelands lease prior to commencement of construction.

By copy of this letter to the applicant's agent Patrick Chubb of Thompson Engineering, I'm notifying him of this requirement and enclose a lease application for his use

If you have any questions, please contact me. My telephone number is (228) 860-8449 and my email address is <u>margaret.bretz@sos.ms.gov</u>. Thank you for your cooperation.

Sincerely,

MARGARET ANNE BRETZ

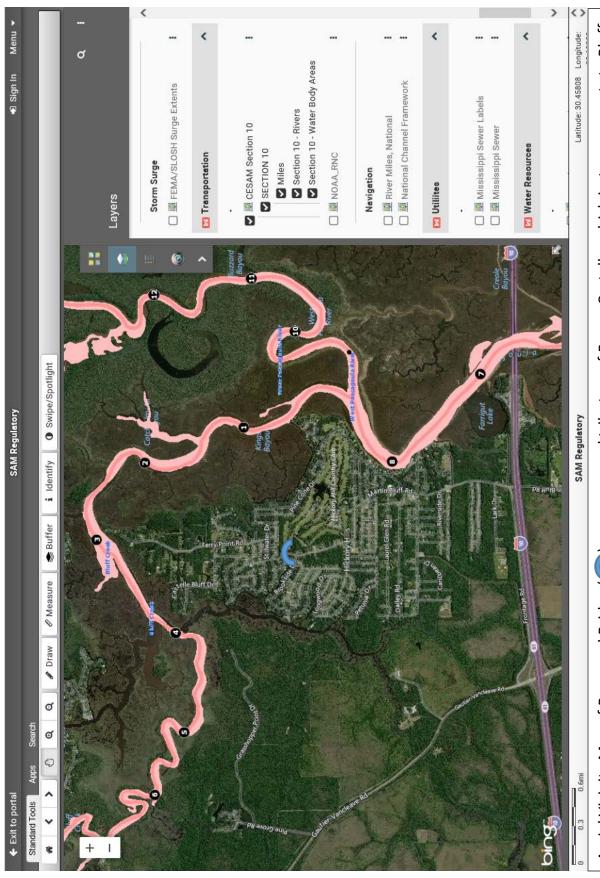
Public Lands Attorney

MB/tpb Encl.

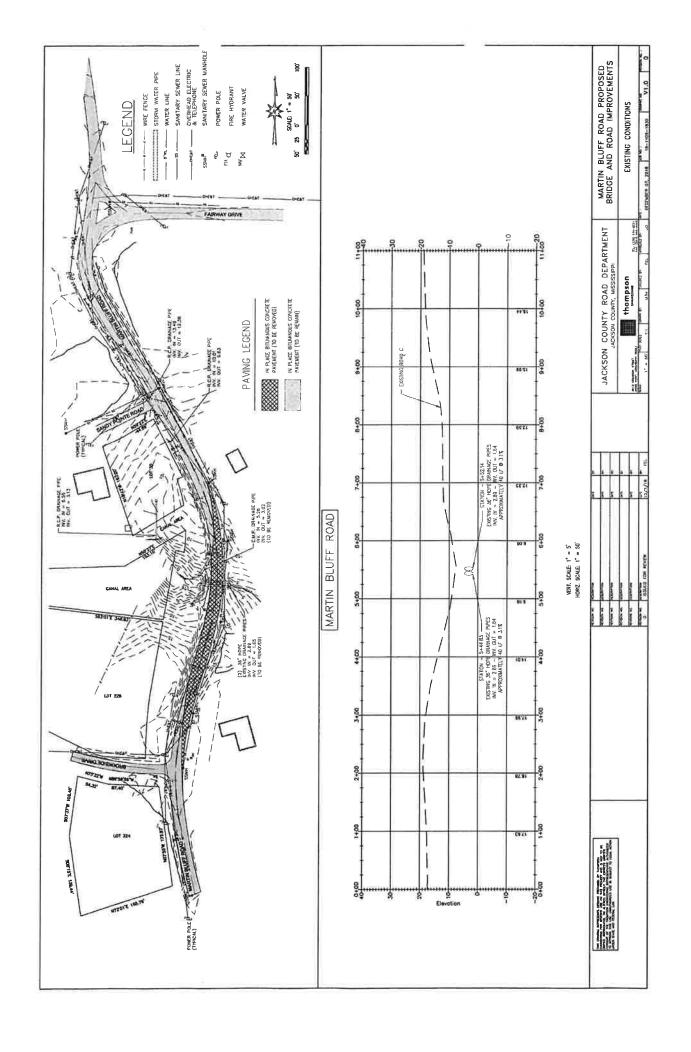
cc:

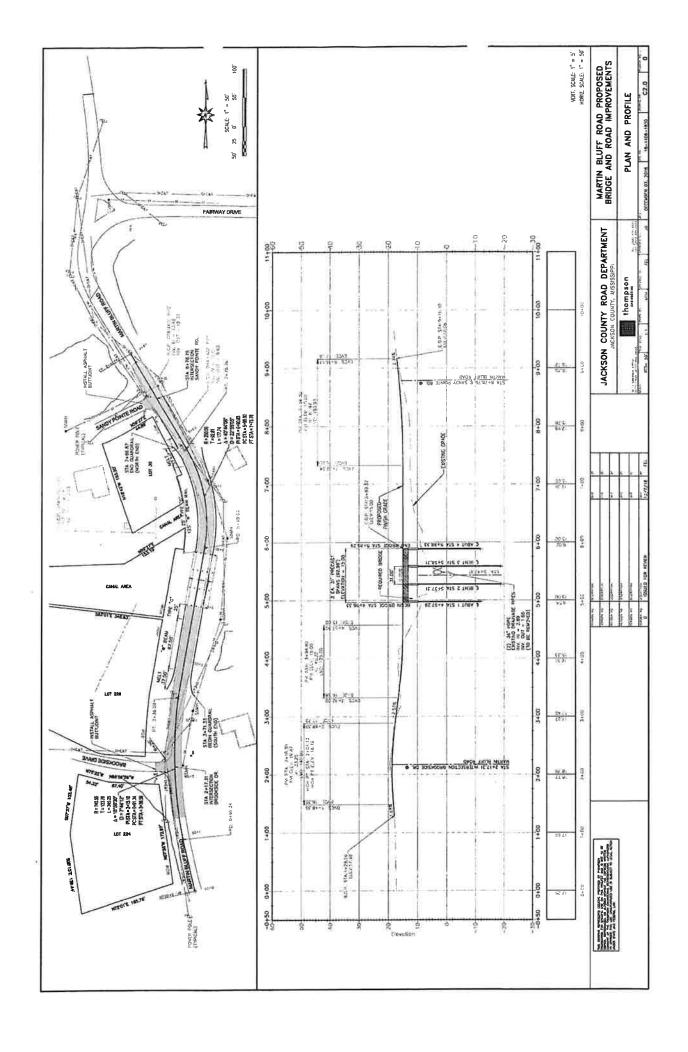
Patrick Chubb, Thompson Engineering (w/encl.) Jackson County Board of Supervisors, District 5 (w/o enclosures) JUN 2 8 2013



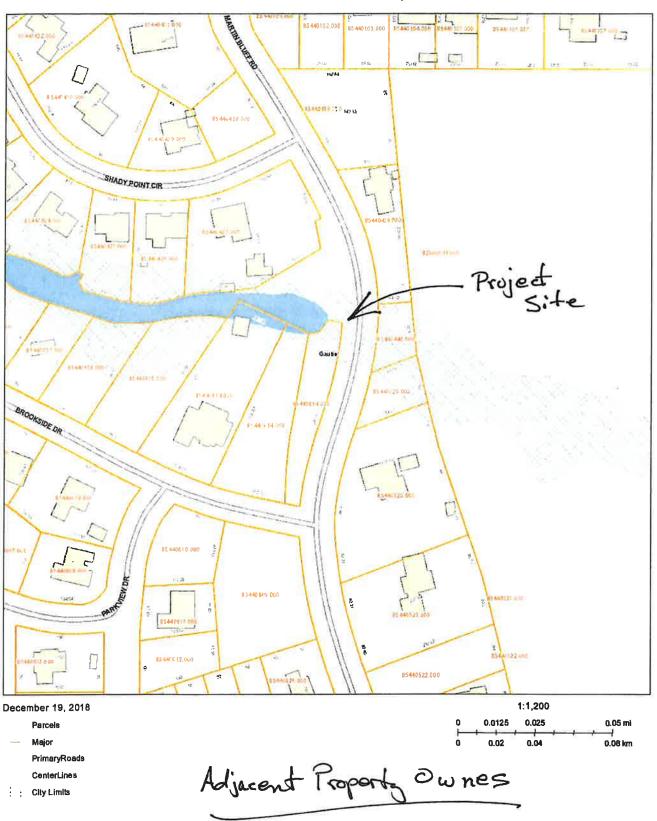


Aerial Vicinity Map of Proposed Bridge (🦳) over unnamed tributary of Bayou Castelle, which in-turn connects to Bluff Creek, a Section 10 Navigable Water of the United States. SAM-2013-00301-TMZ; Map created by MGS 3/1/19.





ArcGIS Web Map



Jackson County GIS



STATE OF MISSISSIPPI

Phil Bryant Governor

MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

Joe Spraggins, Executive Director

September 25, 2018

Jackson County Board of Supervisors Attn: Joe O'Neal P.O. Box 998 Pascagoula, MS 39568

RE: DMR-130342

Dram Mr. O'Neal:

In accordance with your request dated August 8, 2018, the above-referenced Certificate of Waiver has been extended. All work authorized by the above-referenced Certificate or this addendum shall be completed on or before **September 11, 2020**.

If the work authorized by the above-referenced permit has not been completed by September 11, 2020, you will be required to submit a new application if you wish to complete the project.

Issuance of this addendum by DMR and acceptance by the applicant does not release the applicant from other legal requirements including but not limited to other applicable federal, state or local laws, ordinances, zoning codes or other regulations, including a possible Tidelands Lease from the MS Secretary of State's Office.

This certification conveys no title to land and water, does not constitute authority for reclamation of coastal wetlands, and does not authorize invasion of private property or rights in property.

All other provisions of DMR-130342 shall remain in full force and effect. Any deviations from the conditions of this permit shall be submitted to and approved by this Department. A copy of the permit is enclosed for your convenience.

Sincerely,

Willa J. Brantley

Director, Bureau of Wetlands Permitting

Enclosure

cc: MS Team Leader, USACE Ms. Florance Bass, OPC Mr. Raymond Carter, SOS



MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

September 11, 2013

Jackson County Board of Supervisors Attn: Joe O'Neal P.O. Box 998 Pascagoula, MS 39568

RE: DMR-130342

Dram Mr. O'Neal:

The Department of Marine Resources (DMR) has reviewed your request for the removal of an existing culvert and for the construction of a bridge on Bayou Castelle on Martin Bluff Road in Gautier, Jackson County, MS.

In accordance with the provisions of the Mississippi Coastal Wetlands Protection Law and our findings made in compliance with Chapter Eight, Section 2, Part II.D. of the Mississippi Coastal Program, a Certificate of Waiver is issued to you this day. This Waiver does not release you from the responsibility of compliance with other state and federal regulations. These activities shall be conducted in a manner resulting in the least damaging impacts to wetlands and the coastal environment. This Waiver is hereby granted by the Executive Director on this date, provided the following conditions are agreed upon and adhered to in completing the proposed work:

- 1. An existing culvert shall be demolished and removed as indicated on the attached diagram;
- 2. A bridge 96 feet in length, 39 feet in width, and 7 feet above mean high tide in height shall be constructed as indicated on the attached diagram;
- All debris and sediment must be properly placed in an approved landfill. Woody debris shall
 not be burned unless full coordination with the Mississippi Department of Environmental
 Quality/Air Division has been completed;
- Turbidity shall be minimized at the project site by methods such as using staked filter cloth, staged construction, and/or the use of turbidity screens around the immediate project site;
- 5. No ditching or channelization is authorized by this Waiver;
- 6. Structures shall be marked with reflectors and/or lights to avoid navigational hazards;
- 7. Prior to the commencement of construction, permittee must submit to the DMR a copy of the Tidelands Lease as required by the Secretary of State and as filed in the subject County Land Records, or a statement from the Secretary of State that the permitted activity does not require a Tidelands Lease;

- 8. Best Management Practices (BMPs) shall be used at all times during construction. The project site shall be operated and maintained in a manner that minimizes the discharge of turbid waters into waters of the State. These BMPs include, but are not limited to, the use of staked hay bales; staked filter cloth; sodding, seeding, and mulching; staged construction; and the installation of turbidity screens around the immediate project site;
- 9. No construction debris, sewage, oil, refuse, other pollutants or unauthorized fill material shall be allowed to enter coastal wetlands or waters;
- 10. Vegetated wetlands shall not be impacted; and,
- 11. No creosote material shall be used in construction.

This authorization is contingent on Water Quality Certification from the Mississippi Department of Environmental Quality (DEQ) and the Permittee shall maintain all water quality standards, regulations, and restrictions as set forth by the DEQ.

Any deviations beyond the restrictive conditions as set forth in your permit shall be considered a violation and may result in the revocation of the permit. Violations of these conditions may be subject to fines, project modifications and/or site restoration. Both the permittee and the contractor may be held liable for conducting unauthorized work. A modification to these conditions may be requested by submitting a written request along with a revised project diagram to DMR. <u>Proposed modifications to dimensions, project footprint, and/or procedures must be approved in writing prior to commencement of work.</u>

Issuance of this certification by DMR and acceptance by the applicant does not release the applicant from other legal requirements including but not limited to other applicable federal, state or local laws, ordinances, zoning codes or other regulations.

This certification conveys no title to land and water, does not constitute authority for reclamation of coastal wetlands and does not authorize invasion of private property or rights in property.

Please notify this Department upon completion of the permitted project so that compliance checks may be conducted by DMR staff.

This certification shall become effective upon acceptance by the applicant and receipt of the executed copy by the Director.

Please execute this certification by signing both documents and returning the copy to the Department of Marine Resources.

Work authorized by this certification must be completed on or before September 11, 2018.

Enclosed is a "Notice of Compliance" which must be conspicuously displayed at the site during construction of the permitted work.

The Department of Marine Resources has also coordinated a review of your project through the Coastal Program review procedures and determined that the project referenced above is consistent with the Mississippi Coastal Program, provided that you comply with the noted conditions and reviewing coastal program agencies do not disagree with said plans. By copy of this certification, we are notifying the U.S. Army Corps of Engineers of this determination.

THE PERMITTEE BY ACCEPTANCE OF THIS PERMIT AGREES TO ABIDE BY THE STIPULATIONS AND CONDITIONS CONTAINED HEREIN AND AS DESCRIBED BY THE PLANS AND SPECIFICATIONS SUBMITTED AS PART OF THE COMPLETED APPLICATION.

STATE OF MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

Willa J. Brantley

Bureau Director, Wetlands Permitting

Accepted this the 16 Tst day of 5 E PTEMBER, A.D., 20 13

By: for 0 Red
Applicant

WJB/jdd

Enclosures

cc: Mr. Damon Young, USACE

Ms:-Florance-Watson;-@PC

Mr. Raymond Carter, SOS

Mr. Shawn Wozencraft, Thompson Engineering





Department of Marine Resources

NOTICE OF COMPLIANCE

DMR- 130342 WAIVER

THIS NOTICE ACKNOWLEDGES THAT:

DATE: September 11, 2013

Jackson County Board of Supervisors

Attn: Joe O'Neal P.O. Box 998

Pascagoula, MS 39568

HAS, THROUGH APPLICATION TO THIS DEPARTMENT, DULY COMPLIED WITH THE MISSISSIPPI COASTAL WETLANDS PROTECTION LAW TO:

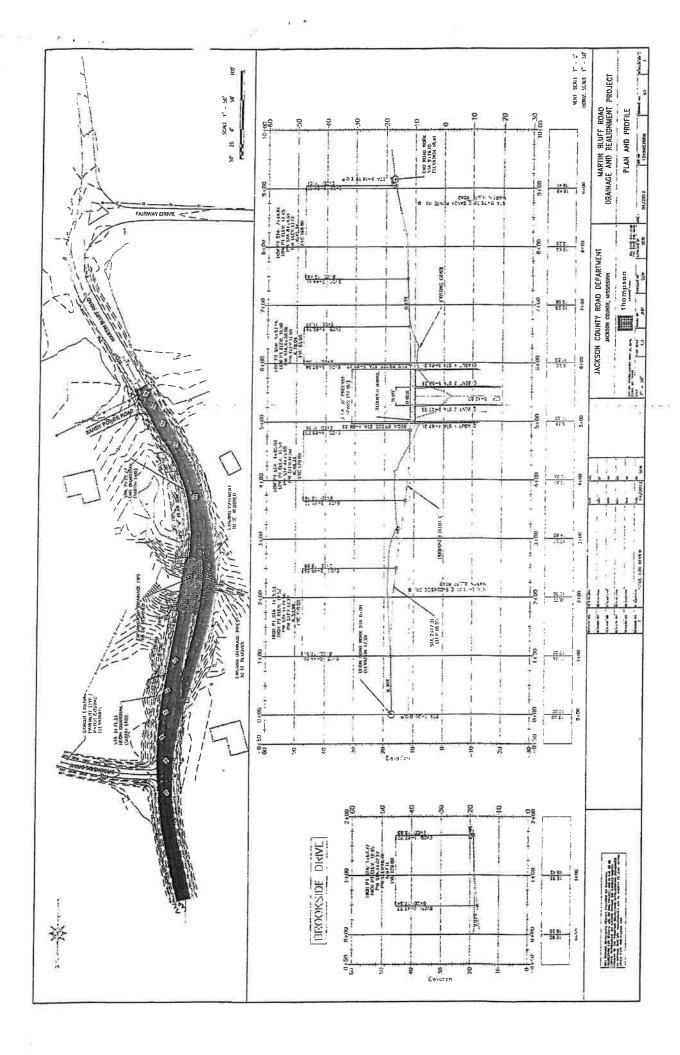
- 1. An existing culvert shall be demolished and removed as indicated on the attached diagram;
- 2. A bridge 96 feet in length, 39 feet in width, and 7 feet above mean high tide in height shall be constructed as indicated on the attached diagram;
- 3. All debris and sediment must be properly placed in an approved landfill. Woody debris shall not be burned unless full coordination with the Mississippi Department of Environmental Quality/Air Division has been completed;
- 4. Turbidity shall be minimized at the project site by methods such as using staked filter cloth, staged construction, and/or the use of turbidity screens around the immediate project site;
- 5. No ditching or channelization is authorized by this Waiver;
- 6. Structures shall be marked with reflectors and/or lights to avoid navigational hazards;
- 7. Prior to the commencement of construction, permittee must submit to the DMR a copy of the Tidelands Lease as required by the Secretary of State and as filed in the subject County Land Records, or a statement from the Secretary of State that the permitted activity does not require a Tidelands Lease;
- 8. Best Management Practices (BMPs) shall be used at all times during construction. The project site shall be operated and maintained in a manner that minimizes the discharge of turbid waters into waters of the State. These BMPs include, but are not limited to, the use of staked hay bales; staked filter cloth; sodding, seeding, and mulching; staged construction; and the installation of turbidity screens around the immediate project site;
- 9. No construction debris, sewage, oil, refuse, other pollutants or unauthorized fill material shall be allowed to enter coastal wetlands or waters:
- 10. Vegetated wetlands shall not be impacted; and,
- 11. No creosote material shall be used in construction.

On Bayou Castelle on Martin Bluff Road in Gautier, Jackson County, Mississippi.

No construction debris or unauthorized fill material shall be allowed to enter coastal wetlands or waters.

FURTHERMORE, THIS PROJECT AS PROPOSED HAS BEEN FOUND TO BE CONSISTENT WITH ALL GUIDELINES FOR CONDUCT OF REGULATED ACTIVITIES IN COASTAL WETLANDS AS SET FORTH IN THE MISSISSIPPI COASTAL PROGRAM.

Bureau Director, Wetlands Fermitting



COMPLIANCE CERTIFICATION



U.S. Army Corps of Engineers Mobile District

Permit Number: SAM-2013-00301-TMZ

Name of Permittee: **Jackson Co. Board of Supervisors**

Date of Issuance: March 29, 2019

Upon completion of the activity authorized by this permit and any mitigation required by the permit, please sign this certification and return it to the following address:

U.S. Army Corps of Engineers Mobile District Regulatory Division Post Office Box 2288 Mobile, Alabama 36628-0001

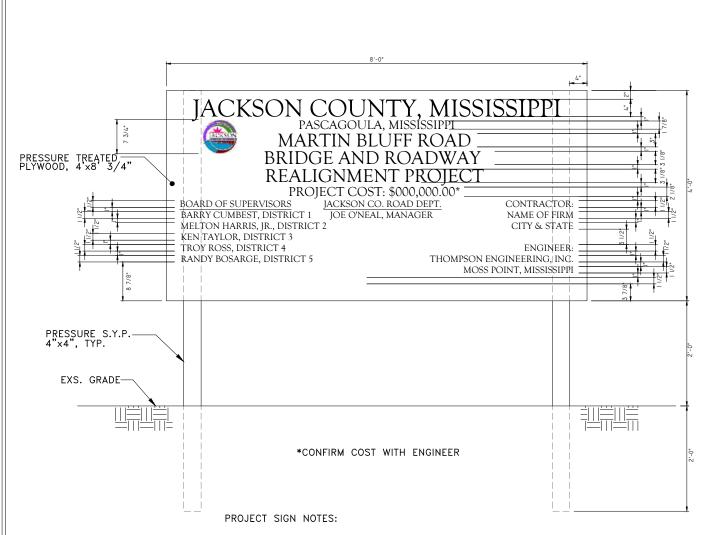
Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with all terms and conditions of this permit the permit is subject to permit suspension, modification, or revocation and you are subject to an enforcement action by this office.

I hereby certify that the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of the said permit, and the required mitigation was completed in accordance with the permit conditions.

| Signature of Permittee | Date |
|------------------------|------|

| US Army Corps of Engineers. A permit to perform work authorized by | y statutes and regulations of the Department of the Army at |
|---|---|
| Has been issued to Address of Permittee | on |
| PERMIT NUMBER | Michael G Stevens P.G. |
| | For the District Commander |

M. PROJECT SIGN DETAIL



- 1. TWO (2) EACH, PROJECT SIGNS ARE REQUIRED. ONE SHALL BE PLACED AT EACH END OF THE PROJECT LIMITS.
- 2. COST FOR PROJECT SIGN SHALL BE INCLUDED IN PRICES BID FOR OTHER PAY ITEMS.
- 3. PAINT ALL SURFACES OF PROJECT SIGN & POSTS WITH ONE COAT OF PRIMER AND TWO COATS OF EXTERIOR GRADE GLOSS WHITE ENAMEL.
- 4. LETTERING SHALL BE "GOUDY OLD STYLE" FONT, PAINTED BLACK.
- 5. EXACT LOCATION OF PROJECT SIGNS SHALL BE COORDINATED WITH THE CITY OF MOBILE ENGINEERING DEPARTMENT.

N.T.S.

MARTIN BLUFF ROAD
BRIDGE AND ROAD REALIGNMENT
JACKSON COUNTY, MISSISSIPPI



PROJECT SIGN DETAIL

PROJECT NO: DATE: 18-1108-1830

5-13-2019