

CITY OF BROOKHAVEN, MISSISSIPPI

CONTRACT DOCUMENTS

FOR

**CITY OF BROOKHAVEN
DOWNTOWN IMPROVEMENTS PROJECT
BROOKHAVEN, MISSISSIPPI**

DECEMBER 2016

PREPARED BY:



**DUNGAN ENGINEERING, P.A.
120 EAST CHICKASAW STREET
BROOKHAVEN, MISSISSIPPI 39601
(601) 823-7026**

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SECTION 1

REQUEST FOR BIDS / INVITATION FOR BIDS

CITY OF BROOKHAVEN DOWNTOWN IMPROVEMENTS PROJECT BROOKHAVEN, MISSISSIPPI

Sealed bids subject to the conditions and provisions presented herein will be received until 10:00 AM on Thursday, January 12, 2017, and then publicly opened and read at the City Clerk's office, City of Brookhaven, 301 South First Street, Room 102, Brookhaven, MS 39601, for furnishing all labor, materials and equipment and performing all work necessary to complete the following project: Downtown Improvements Project.

The work involved in the project includes minor milling, base repair, leveling, overlay, sign placement, and pavement markings of approximately 1.12 miles of city streets. The project also includes pavement markings only for approximately 3 miles of city streets. The materials shall meet the requirements of the plans and contract documents, as well as, the Standard Specifications for State Aid Road and Bridge Construction. All documents required for bidding purposes may be obtained from Dungan Engineering, P. A., 120 East Chickasaw Street, Brookhaven, Mississippi 39601, (601) 823-7026 for a fee of \$100.00 (Non-refundable). A copy of the Contract Drawings and Documents may be examined at the office of Dungan Engineering, P. A., 120 East Chickasaw Street, Brookhaven, Mississippi 39601.

Bid preparation will be in accordance with the Instructions to Bidders bound in the Contract Documents. The City of Brookhaven reserves the right to waive irregularities and to reject any and/or all bids. Bids may be held by the City of Brookhaven for a period not to exceed 60 days from the date of the bid opening for the purpose of evaluating bids prior to award of contract.

A bid bond or certified check in the amount of 5% of the bid will be required. The bid bond or certified check will be returned immediately to unsuccessful bidders. Bidders are hereby notified that any proposal accompanied by letters qualifying in any manner the condition under which the proposal is tendered will be considered an irregular bid and such proposals will not be considered in making the award.

A performance bond, or equal, in the full amount of the contract will be required of the successful bidder. In lieu of a performance bond the successful bidder may post with the City of Brookhaven, the full amount of the bid, in cash or its equivalent, conditioned for the prompt, proper and efficient performance of the contract; said cash or its equivalent to be held until the successful completion of the project.

Attention is called to the fact that contracts exceeding \$50,000 require contractors to be licensed under applicable laws of the State of Mississippi and have a certificate of responsibility.

CITY OF BROOKHAVEN

By: Michael Jinks
City Clerk

Advertise on:
December 9, 2016
December 16, 2016

SECTION 2

INSTRUCTIONS TO BIDDERS

CITY OF BROOKHAVEN
DOWNTOWN IMPROVEMENTS PROJECT
BROOKHAVEN, MISSISSIPPI

1. **COORDINATION OF SPECIFICATIONS**

The requirements of the latest edition of the following documents shall be referred to herein as the STANDARD SPECIFICATIONS:

Standard Specifications for State Aid Road and Bridge Construction currently approved by the Office of State Aid Road Construction of the Mississippi Department of Transportation and the Federal Highway Administration are made a part hereof fully and completely as if attached hereto, except where superseded by these Contract Documents, Special Provisions, or amended by revisions.

The Engineer's decision shall be final as to interpretation and/or conflict between any of the referenced standards and standards contained herein.

2. **DATE AND PLACE OF OPENING OF PROPOSALS**

The date, time, and place for opening Proposals will be as set out in the Notice to Contractors.

The City of Brookhaven, Mississippi, herein called "Owner", reserves the right to postpone the date for presentation and opening of Proposals and will give notice of any such postponement to each known prospective Bidder.

3. **FORM FOR PROPOSALS**

Proposals must be submitted in duplicate on the forms furnished by the Owner and the envelope containing the Proposals must be sealed and addressed to:

THE CITY OF BROOKHAVEN, MISSISSIPPI
ATTN: MR. MICHAEL JINKS, CITY CLERK
301 SOUTH FIRST STREET, ROOM 102
BROOKHAVEN, MS 39601

The outside of the envelope containing the Proposal shall bear the inscription:

Sealed Bid for CITY OF BROOKHAVEN, MISSISSIPPI, DOWNTOWN IMPROVEMENTS PROJECT

BY
Certificate of Responsibility No.
State License No.

Proposals shall be prepared in accordance with the requirements set out herein. The duplicate Proposals shall be in the form of (1) one original Proposal marked "ORIGINAL" and (2) one photocopy (xerox or similarly reproduced copy) marked "PHOTOCOPY" of the original Proposal.

If Proposals are forwarded by the U. S. Postal Service, delivery shall be by Registered or Certified Mail.

4. PRE-QUALIFICATIONS

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit, within five days of Owner's request, written evidence such as financial data, previous experience, present commitments and such other data as may be called for hereinafter. The Owner reserves the right to disqualify a Bidder if the evidence submitted fails to satisfy the Owner that the Bidder is qualified to perform the Work.

5. CERTIFICATE OF RESPONSIBILITY

Each Bidder shall hold a current Certificate of Responsibility duly issued by the Mississippi State Board of Public Contractors; except that for projects where the Bid is less than \$50,000, such Certificate of Responsibility shall not be required. Said Certificate of Responsibility shall be issued for a work classification (as defined by the Mississippi State Board of Public Contractors) which is appropriate for and commensurate with the Work to be performed.

6. CHARGES FOR PROPOSALS, PLANS AND SPECIFICATION

Prospective Bidders may obtain Contract Documents, excluding the Standard Specifications, from the office of Dungan Engineering, P.A. according to the following schedule:

<u>Description</u>	<u>Price</u>
Complete Set of Contract Documents and Construction Drawings	\$100.00

No refunds will be made for return of Contract Documents and Construction Drawings.

If a contract award is made, the successful Bidder will be furnished (free of charge) two additional sets of the Contract Documents and Construction Drawings.

In the event all Bids are rejected and the Project is re-advertised, the original Bidders shall be entitled to free Proposals for the subsequent letting.

SECTION 3

BIDDER'S PROPOSAL

CITY OF BROOKHAVEN
DOWNTOWN IMPROVEMENTS PROJECT
BROOKHAVEN, MISSISSIPPI

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SECTION 3

BIDDER'S PROPOSAL

CITY OF BROOKHAVEN
DOWNTOWN IMPROVEMENTS PROJECT
BROOKHAVEN, MISSISSIPPI

DATE: _____, 20 _____

PROPOSAL OF _____
(Name of Bidder)

(Address of Bidder)

For CITY OF BROOKHAVEN DOWNTOWN IMPROVEMENTS PROJECT, BROOKHAVEN, MS.

The Specifications on which this Proposal is based are the Standard Specifications, Bidders Information, Proposal Forms, General Conditions, Special Provisions, Construction Drawings, and all supplements, amendments and addenda for this Project, made a part hereof by reference.

TO: MAYOR AND BOARD OF ALDERMEN, CITY OF BROOKHAVEN, MS

Sirs:

The following Proposal is submitted on behalf of the undersigned Bidder(s) and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is submitted without collusion on the part of any person, firm or corporation.

I (We), the undersigned Bidder(s), certify that I (we) have carefully examined the Standard Specifications, Bidders Information, Proposal Forms, General Conditions, Special Provisions, Construction Drawings, and other proposed Contract Documents and any and all Addenda thereof.

I (We) further certify that I (we) have visited and carefully examined the site of the proposed Work and have inspected the location and condition of all public utilities and existing structures or other facilities on the site or adjacent thereto which may be affected by the proposed construction and fully understand all conditions relative to construction difficulties, hazards, labor, transportation and all other factors affecting the prosecution of the work covered by this Proposal.

I (We) understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid.

In accordance with the requirements of the Standard Specifications, Bidders Information, Proposal Forms, General Conditions, Special Provisions, Construction Drawings, and other proposed Contract Documents and any and all Addenda thereof, I (we) propose to furnish all necessary materials, equipment, labor, tools and other means of construction and will do all Work called for by the Contract Documents within the specified Contract Time for the following unit prices.

The following is my (our) itemized proposal for the CITY OF BROOKHAVEN DOWNTOWN IMPROVEMENTS PROJECT, BROOKHAVEN, MS.

All quantities are estimated by the Engineer. Final quantities will be determined at the conclusion of the project.

Unit prices are to be provided in figures. All erasures, changes or alterations of any kind must be initialized by the bidder.

Unit prices shall include all labor, materials, equipment, supervision, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Bids shall include sales tax and all other applicable taxes and fees.

Pay Item No.	Description	Unit	Est. Quantity	Unit Price	Item Total
	ROADWAY ITEMS				
S-200-A	Mobilization	LS	1		
S-403-A	Hot Mix Asphalt, ST, 9.5mm, (Base Repairs)	Ton	50		
S-403-B	Hot Mix Asphalt, ST, 9.5mm, (Leveling)	Ton	370		
S-406-A	Cold Milling of Bituminous Pavement, All Depths	SY	490		
S-403-A	Hot Mix Asphalt, ST, 9.5mm	Ton	3,728		
S-618-A	Maintenance of Traffic	LS	1		
S-621-C	4" Wide Thermoplastic Edge Stripe (Continuous White)(60 mil)	LF	1,565		
S-621-E-1	4" Wide Thermoplastic Traffic Stripe (Continuous Yellow)(90 mil)	LF	41,800		
S- 621-G-1	4" Thermoplastic Detail Stripe (White)(90 mil)	LF	15,355		
S- 621-G-1	12" Thermoplastic Detail Stripe (White)(90 mil)	LF	4,600		
S-621-H-1	24" Thermoplastic Legend (White)(120 mil)	LF	950		
S-621-H-2	Thermoplastic Legend (White)(120 mil)	SF	324		
907-628-G	4" Cold Plastic Detail Stripe, Blue-ADA	LF	4,896		
907-628-H	Cold Plastic Legend, Handicap Symbol, Blue-ADA	Each	42		
DE-1031	"Motorcycle Parking Only" Symbol	Each	8		
S-627-L	Two-Way Yellow Reflective High Performance Raised Pavement Markers	EA	953		
DE-1034	Temporary Striping	LS	1		
S-630-A	Reflectorized Regulatory Sign (Encapsulated Lens)	EA	96		
S-630-B	Reflectorized Warning Sign (Encapsulated Lens)	EA	25		
S-630-H	Reflectorized Regulatory Sign w/ Supp. Plate (Encapsulated Lens)	EA	37		
DE-1035	Ornamental Sign Post	EA	21		
630-C	Steel U-Section Post, 3.0 to 3.5 lb/ft	LF	910		
642-A	Solid State Traffic Actuated Controllers, Modification	LS	1		
TOTAL BID:					

The City of Brookhaven, Mississippi reserves the right to reject any or all bids.

I (We) further propose to execute the Contract Agreement as bound herein within ten calendar days after receipt of Contract Forms from the Owner. I (We) further propose to complete the project within sixty (60) working days from the date of the Notice to Proceed. I (We) agree to pay as liquidated damages the sum of \$650.00 for each consecutive calendar day thereafter as provided in the Contract Documents.

In addition to the amounts provided for liquidated damages, Contractor, in the event of such default, shall pay to the Owner the actual costs reasonably incurred by Owner for engineering and inspection forces employed on the work after the time stipulated for completion of the work.

I, (We) also propose to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than 100 percent of the total of my (our) Bid. These Bonds shall not only serve to guarantee the completion of the Work on my (our) part, but also to guarantee the excellence of both workmanship and materials until the Work is finally accepted.

I (We) enclose a Bid Bond or Certified Check for five percent of _____, DOLLARS (\$ _____) and hereby agree that in case of my (our) failure to execute the Contract and furnish the Bonds within ten calendar days after delivery of the Notice of Award, the amount of this check (Bid Bond) will be forfeited to the Owner as liquidated damages arising out of my (our) failure to execute the Contract as proposed.

It is understood that in case I (we) am not awarded the Work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Contract Documents.

Bidder acknowledges receipt of the following Addenda:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

Respectfully Submitted,

Contractor(s)

By: _____

Title

Address

BIDDER IS:

AN INDIVIDUAL

By _____ (SEAL)
(Individuals Name and Signature)

Doing business as: _____

Business Address: _____

Telephone No.: _____

A PARTNERSHIP

By _____ (SEAL)
(Firm Name)

(General Partner's Name and Signature)

Business Address: _____

Telephone No.: _____

A CORPORATION

By _____ (SEAL)
(Corporation Name)

(State of Incorporation)

By _____
(Name of person authorized to sign and signature)

(Title)

Attest _____
(Name of secretary and signature)

Business Address: _____

Telephone No.: _____

A JOINT VENTURE

By _____
(Member Name and Signature)

(State of Incorporation)

Address _____

By _____
(Member Name and Signature)

Address: _____

**** END OF SECTION****

NON-COLLUSION AFFIDAVIT

(This affidavit must be executed for the Bid to be considered)

STATE OF MISSISSIPPI)
COUNTY OF _____) ss.

_____ being first duly sworn,
(Person)

deposes and says that he is _____
(Sole owner, a partner, president, secretary, etc.)

of _____ the party making the
(Name of Firm)

foregoing Proposal or Bid; that such Bid is genuine and not collusive; that said Bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same contract; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner, or any person or persons interested in the proposed contract; and that all statements contained in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted his Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public in and for

Mississippi

(SEAL)

My Commission Expires

, 20

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
_____ as principal, and _____
_____ as Surety, are hereby held and firmly bound unto THE CITY OF
BROOKHAVEN, MISSISSIPPI as Owner, in the penal sum of _____
_for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves,
our heirs, executors, administrators, successors and assigns. Signed this _____day of
_____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to
THE CITY OF BROOKHAVEN, MISSISSIPPI a certain bid, attached hereto and hereby made a
part hereof to enter into a contract in writing for the City of Brookhaven, Downtown Improvements
Project, Brookhaven, MS.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, 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 force and 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 presents to be signed by their proper officers, the day and year first set forth above.

SEAL

Contractor

By: _____

SEAL

Surety

By: _____

PROPOSED SUBCONTRACTORS

The names and addresses of all persons and parties who will be utilized for subcontract Work in the foregoing Base Bid and Alternate Bids are listed below. (The Contractor must list all Subcontractors to be utilized on the Work. Failure to list Subcontractors may cause the Bidder's Bid to be rejected by the Owner as non-responsive.)

Name

Address

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SECTION 4

CONTRACT DOCUMENTS

CITY OF BROOKHAVEN DOWNTOWN IMPROVEMENTS PROJECT BROOKHAVEN, MISSISSIPPI

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CONTRACT

CITY OF BROOKHAVEN DOWNTOWN IMPROVEMENTS PROJECT BROOKHAVEN, MISSISSIPPI

This Contract, made this the ____ day of _____, 201_, by and between THE CITY OF BROOKHAVEN, MISSISSIPPI, hereinafter called “Owner” and _____ doing business as a _____ located in _____, hereinafter called the “Contractor”.

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

1. THE CONTRACTOR will commence and complete the Downtown Improvements Project, Brookhaven, MS, being more completely described in the Contract Documents and on the Contract Drawings.
2. The Contractor will commence the work required by the CONTRACT DOCUMENTS within ten (10) calendar days after the date of the NOTICE TO PROCEED and will complete the work within **60** consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **Six Hundred Fifty Dollars (\$650.00)** for each consecutive calendar day thereafter as hereinafter provided in the Contract Documents.

Special Damages -

In addition to the amounts provided for liquidated damages, Contractor, in the event of such default, shall pay to the Owner the actual costs reasonable incurred by Owner for engineering and inspection forces employed on the work after the time stipulated for completion of the work.

3. The term “CONTRACT DOCUMENTS” means and includes Notice to Contractors, Instructions to Bidders, Supplemental Instructions to Bidders, Contractor's Proposal, Bid Bond, Contract, Payment Bond, Performance Bond, Special Conditions, Standard Specifications, General Conditions, Special Provisions to the Standard Specifications, Contract Drawings, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications to the Contract.
4. The Contractor agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the Owner, under the direct observation of and to the complete satisfaction of the Engineer, or his authorized representatives, and in accordance with the Laws of the State of Mississippi and the Ordinances of the City of Brookhaven, for which the Owner hereby agrees to pay and the Contractor agrees to accept a sum of money in current funds equal to the total value of the work complete in place, computed by multiplying the final quantities of each item of work by the Contract

unit prices therefore as stated in the Proposal, attached hereto and made a part hereof, plus the amount of any supplemental agreements and force accounts for extra work authorized and performed; which is estimated as being the sum of

_____), in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the Contractor assuming all risks of every kind and description in the performance of this Contract.

5. The Contractor agrees and binds himself (itself) to indemnify and save harmless and to defend any claims or suits against the Owner, its employees and its agents by reason of any claims for damages arising from the performance of this Contract as a result of negligence on the part of the Contractor, or from any suit or claim brought against the Owner by reason of alleged damages or the taking of property under Section 17 of the Mississippi Constitution of 1890.

6. 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

_____),

7. 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

_____),

8. The Contractor agrees to allow the Owner, or any of their duly authorized representatives, access to any 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 clause in any and all subcontracts.

9. That the Contract may be annulled by the Owner for reason set forth in the Contract Documents.

10. The Owner will pay to the Contractor in the manner and at such times and amounts as set forth in the Contract Documents.

11. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in four (4) counterparts, each of which shall be deemed an original on the date first above written.

CITY OF BROOKHAVEN, MISSISSIPPI

Owner

Contractor

BY _____
Mayor

BY _____

ATTEST _____

ATTEST _____

(Seal)

(Seal)

GENERAL INSTRUCTIONS FOR BONDS

CITY OF BROOKHAVEN DOWNTOWN IMPROVEMENTS PROJECT BROOKHAVEN, MISSISSIPPI

1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to THE CITY OF BROOKHAVEN, MISSISSIPPI.
2. The name, including full Christian name, and residence of each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts or New Hampshire an adhesive seal shall be affixed opposite the signature. The Bond must be either signed or countersigned by a Mississippi Resident Agent of the Surety Company.
3. If the Principals are partners, their individual names will appear in the body of the Bond with the recital that they are partners composing a firm, naming it; and all the members of the firm shall execute the Bond as individuals.
4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.
5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the Bond for the Principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificate there may be attached to the Bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The date of this Bond must not be prior to the date of the Contract in connection with which it is given.
8. Surety Companies executing Bonds must appear on the Treasure Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

that _____
(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum
of _____

_____, 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 ____ day of _____, 201__, a copy of which is hereto
attached and made a part hereof for the construction of:

City of Brookhaven, Downtown Improvements Project, Brookhaven, Mississippi

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 full indemnify and save harmless the OWNER all 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.

NOW, THEREFORE, if the Principal shall promptly make payment of all taxes, licenses,
assignments, contributions, damages, penalties, and interest thereon, when and as the same may
lawfully be due the State of Mississippi, or any county, municipality, board, department,
commission, or political subdivision thereof, by reason of and directly connected with the
performance of said Contract or any part thereof as provided by Sections 27-65-1, 27-65-21, 27-67-
301 and 31-5-3, supra, or any other applicable statute or other authority, then this obligation shall be
null and void; otherwise, it shall 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 thereunder 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 terms of the 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 be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in _____ 4 _____
(Number)

counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

(Principal) Secretary

Principal

(SEAL)

By _____ (s)

(Address)

Witness as to Principal

(Address)

Surety

ATTEST:

By _____
Attorney-in-Fact

Witness as to Surety

(Address)

(Address)

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 appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS THAT

(Name of Contractor)

Contractor)
a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of

_____, 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 ____ day of _____, 201__, a copy of which is hereto attached and made a part hereof for the construction of:

City of Brookhaven, Downtown Improvements Project, Brookhaven, Mississippi

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, 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 agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder 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 terms of the 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 be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in _____ 4 _____
(Number)
counterparts, each one of which shall be deemed an original, this the _____ day of _____,
20____.

ATTEST:

(Principal) Secretary)

(SEAL)

Principal

By _____ (s)

(Address)

Witness as to Principal

(Address)

Surety

ATTEST:

By _____
Attorney-in-Fact

Witness as to Surety

(Address)

(Address)

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 appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

CONTRACT CHANGE ORDER

OWNER: _____

CONTRACTOR: _____

DATE: _____

CHANGE ORDER NUMBER: _____ CONTRACT NUMBER: _____

PROJECT NAME: _____

REASON FOR CHANGE: _____

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF REQUIRED)

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	UNIT COST	TOTAL CONTRACT COST
TOTAL CONTRACT CHANGE			
ORIGINAL CONTRACT AMOUNT:		\$	\$
CURRENT CONTRACT AMOUNT:		\$	\$
THIS CONTRACT CHANGE:		()\$	()\$
REVISED CONTRACT AMOUNT:		\$	\$
CURRENT CONTRACT COMPLETION DATE:			
TIME EXTENSION REQUIRED BY CHANGE:			
REVISED CONTRACT COMPLETION DATE:			

THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

RECOMMENDED BY: _____
ARCHITECT/ENGINEER

DATE

ACCEPTED BY: _____
CONTRACTOR

DATE

APPROVED BY: _____
OWNER

DATE

PARTNERSHIP CERTIFICATE

CITY OF BROOKHAVEN
DOWNTOWN IMPROVEMENTS PROJECT
BROOKHAVEN, MISSISSIPPI

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____, before me personally appeared _____
_____ known to me and known by me to be the person who executed the above
instrument, who being by me first duly sworn, did depose and say that he is a general partner in the
firm of _____; that said firm consists
of himself and _____; and that he executed the
foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in the

County of _____

State of _____

Notarial Seal

My Commission Expires:

-----OR-----

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Contractor
in the foregoing Contract; that _____, who signed said Contract on behalf of
the Contractor was then _____ of said Corporation; that said
Contract was duly signed for and in behalf of said Corporation by authority of its governing body
and is within the scope of its corporate powers.

Secretary

Corporate Seal

NOTICE OF AWARD

Date: _____

To: _____

RE: CITY OF BROOKHAVEN
DOWNTOWN IMPROVEMENTS PROJECT
BROOKHAVEN, MISSISSIPPI

Gentlemen:

The City of Brookhaven, Mississippi has considered the Proposal submitted by you for the above referenced Work in response to its Notice to Contractors and Instructions to Bidders.

You are hereby notified that your Proposal has been accepted in the amount of \$_____.

You are required by the Instructions to Bidders to execute the Contract and furnish to the City of Brookhaven, Mississippi the required Contractor's Performance Bond, Payment Bond and/or certificates of insurance within ten (10) calendar days from the date of delivery of this Notice to you. We have enclosed four (4) copies of the necessary contract forms and bond forms. Please return all copies of these documents to the office of Dungan Engineering, P.A., 120 East Chickasaw Street, Brookhaven, MS 39601.

If you fail to execute said Contract and to furnish said Bonds within ten (10) days from the date of delivery of this Notice, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your proposal as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by Law.

You are required by the General Conditions and Supplementary Conditions to submit to Dungan Engineering, P.A. an estimated work payment schedule, estimated progress schedule and a preliminary schedule of Shop Drawing submissions within ten (10) days after the effective date of this Contract.

You are required to return an acknowledged copy of this Notice of Award directly to Dungan Engineering, P.A.

Sincerely,

Dungan Engineering, P.A.

c: City of Brookhaven, Mississippi

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____ this the
____ day of _____, 20__.

By

Title

NOTICE TO PROCEED

Date: _____

To: _____

Attention: _____

Re: CITY OF BROOKHAVEN
 DOWNTOWN IMPROVEMENTS PROJECT
 BROOKHAVEN, MISSISSIPPI

Dear _____:

You are hereby notified to commence work in accordance with the Contract dated _____, on or before _____. You are to complete the work within 60 consecutive working days from the effective date of this Notice to Proceed. Should you fail to complete the work in the time stipulated in the contract or within an approved extended time, liquidated damages will be imposed for each work day over and above that designated for completion of the work.

The engineering firm of Dungan Engineering, P.A. will act as the Engineer on behalf of the City of Brookhaven, Mississippi for the work to be performed under the contract.

Please return a copy of this NOTICE TO PROCEED to the undersigned indicating your receipt of this document in the space provided below.

Sincerely,

Dungan Engineering, P.A.

c: City of Brookhaven, Mississippi

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____ this _____ day of

_____, 20__.

By _____

Title _____

SECTION 5

GENERAL CONDITIONS

Refer to Section S-100 - General Requirements and Covenants of the Mississippi Standard Specifications for State Aid Road and Bridge Construction, 2004 Edition.

END OF SECTION

SECTION 6

SPECIAL PROVISIONS

CITY OF BROOKHAVEN DOWNTOWN IMPROVEMENTS PROJECT BROOKHAVEN, MISSISSIPPI

SP-907-628-2	Cold Plastic Blue-ADA Pavement Markings	SP-907-628-2-1
DE-1001	Standard Specifications	DE-1001-1
DE-1002	Status of Utility Adjustments	DE-1002-1
DE-1003	Fuel and Material Adjustments	DE-1003-1
DE-1004	Traffic Control Plan	DE-1004-1
DE-1005	Vibratory Roller	DE-1005-1
DE-1015	Project Coordination	DE-1015-1
DE-1016	Use of City of Brookhaven Fire Hydrants	DE-1016-1
DE-1027	Application for Payment	DE-1027-1
DE-1031	Motorcycle Parking Only	DE-1031-1
DE-1032	Project Phasing	DE-1032-1
DE-1033	Working Times	DE-1033-1
DE-1034	Temporary Striping	DE-1034-1
DE-1035	Ornamental Sign Post	DE-1035-1

SECTION 7

CONTRACT DRAWINGS

CITY OF BROOKHAVEN
DOWNTOWN IMPROVEMENTS PROJECT
BROOKHAVEN, MISSISSIPPI