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SPECIFICATIONS FOR

**STREET REHABILITATION PHASE II**

**BID #17-08**

**March 2, 2017**

City of Meridian, Mississippi

PO Box 1430

Meridian, Mississippi 39301

**TECHNICAL SPECIFICATIONS**

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**ADVERTISEMENT FOR BIDS**

The City of Meridian will accept competitive sealed bids until **11:00 A.M., Thursday, March 2, 2017,** at City Hall, Purchasing, 601 23rd Avenue, Meridian, Mississippi 39301, for:

**STREET REHABILITATION**

**BID#17-08**

Specifications may be obtained by contacting Eugene Perry, Purchasing Agent at 601-485-1938, email: eugeneperry@meridianms.org, or from the address above.

The City of Meridian is an equal opportunity employer and hereby notifies all bidders that it will affirmatively insure that, in any contract entered unto pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, disability or national origin in consideration for an award.

The City of Meridian reserves the right to reject any and all bids, waive technicalities, informalities or irregularities in the bids received, solicit new bids or choose that bid which is deemed to be in the best interest of the City of Meridian.

 Eugene Perry

 Purchasing Agent

Publish Dates: **02/01/17**

 **02/08/17**

**INVITATION TO BID**

**STREET REHABILITATION**

**BID #17-08**

**SECTION 1 - GENERAL INFORMATION**

The intent of these specifications is to define the requirements for **STREET REHABILITATION, BID #17-08.** All bids must be equal in performance and quality to the specifications.

**1.1 ACCEPTANCE OF MATERIALS OR SERVICES**

 A. The material and/or services provided under this contract shall remain the property of the successful contractor until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City.

 B. Materials and/or services must comply with all the terms herein. In the event the material and/or service supplied to the OWNER is found to be defective or does not conform to the specifications, the OWNER reserves the right to cancel the order upon written notice to the contractor. Materials shall be returned to the contractor at his expense.

**1.2 ADDENDA**

1. The City of Meridian Purchasing Agent will notify all bidders in writing, by addendum duly issued,

of any interpretations made of specifications or instructions. It will be the responsibility of the bidder to contact the Purchasing Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid.

 B. The OWNER will assume no responsibility for oral instruction or suggestions. All official correspondence in regard to the specifications should be directed to and will be issued by the City of Meridian Purchasing Agent.

**1.3 AWARD OF CONTRACT**

 A. A Contract may be awarded to the lowest responsive responsible bidder as recommended by the City Purchasing Agent. In determining the lowest and best bid the City of Meridian may consider factors other than the dollar amount of the bid.

 B. Factors that may be used to assist in determining the lowest and best bid include information relative to the bidder’s: past performance, quality of the bid, past work, skill, facilities for carrying out the contract, honesty and integrity, parts, service, warranty and any and all other relevant and reasonable factors.

 C. The City of Meridian reserves the right to reject any and/or all bids; waive technicalities, informalities or irregularities in the bids received; solicit new bids; or to choose that bid which is deemed to be in the best interest of the City of Meridian.

 D. References, from whom comparable work has been performed, shall be used to assist in evaluating each bid.

 E. After the City Council approves the bid, the Owner will send a “Notice of Award” to the Successful Contractor along with two unsigned Contracts. Within ten (10) days thereafter, the Successful Contractor shall **sign** and **deliver** both sets of Contracts to Purchasing.

**1.4 BID OPENING**

A. Bids will be received until the date and time stated in this Invitation to Bid and will be publicly opened and read at the place, time and date stated. It is the bidder’s responsibility to assure that the bid is delivered at the proper time and place of the bid opening.

 B. No responsibility will attach the Purchasing Division for the premature opening of a bid not properly addressed and identified. Bidders or their authorized representatives are invited to be present at the opening of the bids.

**1.5 COMPLAINTS & PROBLEMS**

 A. Complaints from residents or business owners resulting from work done under this contract will be received and recorded by the City of Meridian. The complaints will then be forwarded to the Contractor. The Contractor shall make contact with the person or persons registering the complaint within twenty-four hours and do whatever is necessary to investigate the situation and make a sound judgment as to its authenticity. If in fact, a liability situation does exist, every effort shall be taken to insure that the claim is settled as expeditiously as possible. In each case, the City of Meridian shall be kept informed as to the disposition of complaints.

**1.6 EXCEPTIONS**

 A. The submission of a bid shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the bid.

 All items quoted must comply with the specifications. If you are taking exception, indicate those exceptions on company letterhead and attach with this invitation to bid.

 Exceptions taken do not obligate the City to change the specifications.

**1.7 GOVERNMENTAL ISSUES**

 A. This contract shall be governed and construed in accordance with the law of the State of Mississippi.

**1.8 IMPROPER BIDS**

 A. Bids which show any omission, irregularity, alteration of forms, additions not called for conditional or unconditional unresponsive bids, or bids obviously unbalanced may be rejected.

**1.9 INJURY**

 A. If successful contractor performs services, or constructs, erects or delivers on the City of Meridian premises, contractor will indemnify and save harmless buyer from all loss or expense by reason of any accident, injury, or damage to persons or property occurring in connection therewith**.**

**1.10 NON-PERFORMANCE**

 A. Time is of the essence in this contract and failure to deliver within the time period shall be considered a default.

 In case of default, the OWNER may procure the required commodity from other sources and hold the Contractor responsible for any excess costs occasioned thereby and may immediately cancel the contract.

**1.11 PAYMENT**

 A. The City of Meridian will issue a check for payment of the goods and services no later than 45 days after receipt of each invoice and receipt, inspection and approval of the goods or services for that invoice.

**1.12 PROTEST OF AWARD**

 A. Any protest concerning the award of a contract shall be decided by the Purchasing Agent. Protests shall be made in writing to the Office of Purchasing and shall be filed within

 48 hours of issuance of Award Notification. A protest is considered filed when received by the Office of Purchasing.

 The written protest shall include the name and address of the protestor, identification of the procurement, a statement of the specific reasons for the protest and supporting exhibits.

 The Office of Purchasing will respond to the written protest within seven (7) days. The Purchasing Agent’s decision relative to the protest may be appealed to the City Council.

**1.13 TERMINATIONS**

 A. Termination of Convenience: The OWNER may terminate a contract, in whole or in part whenever the OWNER determines that such termination is in the best interest or the City, without showing cause, upon giving written notice to the Successful Contractor.

 The OWNER shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid any amount that exceeds the price proposed for the work performed. The Contractor will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

 B. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed the contract, the OWNER may terminate the contract for default.

 C. Upon termination for default, payment may be withheld at the discretion of the OWNER. Failure on the part of a Contractor to fulfill the contractual obligations shall be considered just cause for termination of the contract. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the OWNER in re-procuring and completing of work.

**SECTION 2 - INSTRUCTIONS TO BIDDER**

**2.1 BID SUBMITTAL**

A. The City of Meridian will accept competitive sealed bids until **11:00 A.M., Thursday, March 2, 2017** at City Hall, 601 23rd Avenue, Meridian, MS 39301, for **Resurfacing of approximately 5 miles of streets.**

 If City Hall is closed for business at the time bids are due, for whatever reason, sealed bids will be accepted and opened on the second business day of the City, at the originally scheduled hour.

 B. Bids shall be submitted on the bid form provided, sealed in an envelope with the following plainly marked on the outside of the envelope:

 1. Company Name and Address

 2. Bid Name and Number

 3. Opening Date

“**Bid on STREET REHABILTATION – PHASE II – BID #17-08 – MARCH 2, 2017”**

1. Return the entire Bid package. **DO NOT** remove any part. All Bids must be signed by an authorized officer or agent of the company submitting bid. **All signatures shall be in blue ink. DO NOT** **fax bid submittal**.

**2.2 SPECIFICATIONS**

A. Specifications may be obtained by contacting Eugene Perry. All procedural and technical questions, or if the attached specifications are incomplete, not clear, or not standardized, shall be made in writing and addressed to:

 **Procedural Questions Technical Questions**

City of Meridian City of Meridian

 Eugene Perry, Purchasing Agent Mike Van Zandt

 601 23rd Avenue 601 23rd Avenue

 Meridian MS 39301 Meridian MS 39301

 Ph 601-485-1938 Ph 601-485-1917

 Fx 601-485-1979 Fx 601-485-1864

 eugeneperry@meridianms.org mikevanzandt@meridianms.org

 Any bidder who finds a discrepancy in or omission from the specifications, or is in doubt as to their meaning, or feels that the specifications are discriminatory, shall notify the City Purchasing Agent in writing not later than five (5) days prior to the scheduled opening of bid. Exceptions taken do not obligate the City to change the specifications.

**2.3 INSURANCE:**

 A. The Successful Contractor **shall have on file with the City of Meridian, prior** to the issuance of the **“Notice to Proceed”,** a current “Certificate of Insurance” that reflects compliance to the insurance requirements as outlined in the Insurance Statement per *“Attachment A”.*

 B. The Successful Contractor shall have his Insurance provider furnish an explanation of any endorsements, included on the Certificate of Insurance.

**2.4 CERTIFICATE OF RESPONSIBILITY**

 A. The Mississippi State Board of Contractors is responsible for issuing Certificates of Responsibility to Contractors. To be awarded a Contract for public work, Sections 31-3-15 and 31-3-21 of the **Mississippi Code 1972, Annotated** requires a Contractor to have a current Certificate of Responsibility at bid time and during the entire length of the job. The Certificate of Responsibility number issued becomes a significant item in all public bidding.

 1. Bid Under $50,000: If a Contractor submits a bid not exceeding $50,000, no Certificate of Responsibility number is required; however, a notation stating the *bid does not exceed $50,000* must appear on the face of the envelope, or a Certificate of Responsibility number.

 2. Bid over $50,000: Each Contractor submitting a bid in excess of $50,000 must show its Certificate of Responsibility number on the bid and on the face of the envelope containing the bid.

**2.5 COMMENCEMENT OF WORK**

 A. The Successful Contractor must agree to commence work on or within ten (10) working days of the date to be specified in a written "Notice to Proceed" from the City of Meridian and to fully complete the project within Two Hundred (200) consecutive calendar days thereafter.

 Failure of the Successful Contractor to complete the work by the specified date(s) in the "Notice to Proceed" will result in liquidated damages being assessed against the Successful Contractor. Liquidated damages will be assessed at the rate of $100.00 for each day after the specified date the work is not complete.

**2.6 NONDISCRIMINATION CLAUSE**

A. The contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, age, disability, sex or national origin in the selection of and retention of subcontractors, including procurement of materials and leases of equipment.

**2.7 RESIDENT BIDDERS (Sections 31-7-47 & 31-3-21): In the letting of public contracts, preference shall be given to resident contractors …**

 **When a non-resident Bidder (a Contractor whose principal place of business is outside the State of Mississippi) submits a bid for a Mississippi public project, one of the following is required and shall be submitted with the Bid Form or the bid will be rejected.**

 **1. Copy of Law: If municipality of the general office of the non-resident Bidder has a resident Bidder preference law, a copy of that law shall be submitted with the Bid Form.**

 **2. Statement: If the municipality has no such law then a statement indicating *the municipality has no resident Contractor preference law* shall be submitted with the Bid Form.**

**2.8 QUALITY ASSURANCE / REGULATIONS**

 A. Work shall comply with all pertinent municipal ordinances including all police, fire and other regulations, all State and Federal laws and rules applicable to the conduct of this work or any part thereof.

 B. Successful Contractor shall obtain all permits, licenses, certificates, inspections, and other use charges required in connection with the work. The fee for any City of Meridian required permit shall be waived.

**SECTION 3 - SCOPE OF WORK**

**CITY OF MERIDIAN**

**SPECIFICATIONS**

**APPROXIMATELY 5.0 MILES OF STREET RESURFACING**

**SCOPE OF WORK:**

The Work required under this Contract designated 2017 STREET RESURFACING DOWNTOWN PHASE 2 PROJECT consist of:

1. Cold milling and resurfacing certain designated municipal streets in the City of Meridian, Mississippi, using hot mix or warm mix, bituminous surface course mix. The surface course shall generally be placed to a thickness of one and one-half inch (1-1/2”) over the existing pavements except where Ultra Thin Asphalt Pavement is placed.
2. Adjusting appurtenances.
3. Curb and Sidewalk demolition and replacement.

The Contractor shall prepare the surface course in the designated area with a tack coat of asphalt cement sprayed in a pattern which provides even coating and distribution of tack.

The Contractor will be required to cold mill existing pavements in selected areas as directed (typically a 2” mill) to the widths and depths specified by Director of Public Works or City’s representative prior to placement of the final surface course. In areas where leveling is required, the Contractor will place a bituminous leveling course prior to placement of asphalt surface course. The leveling course will be placed at least 24 hours prior to the final surfacing.

Where base failures have occurred, the Contractor shall excavate to minimum depth of 6 inches and repair with a bituminous base mix. The repaired area shall be square or rectangular in shape and finished flush with the surrounding surface. Excavation and disposal of excavated material will not be paid for separately.

It shall be the Contractor’s responsibility to familiarize their self and comply with all such local regulations as well as State and Federal rules and to obtain all necessary permits.

The Contract Drawing bound herein identifies the streets (and sections thereof) designated to receive a surface course. These designated sections may be shortened, lengthened or eliminated at the option of the OWNER.

**CONTRACT TIME:**

The Contractor shall state, in the Bid Proposal, the number of calendar days to complete the performance of the work from the date specified in the “Notice to Proceed”. This information may be used to assist in determining the lowest and best bid.

**CONTRACT DRAWINGS:**

The Drawing appending herein constitutes the Contract Drawing for this Project.

**CITY OF MERIDIAN**

**SPECIFICATIONS**

**APPROXIMATELY 5.0 MILES OF STREET RESURFACING**

**BITUMINOUS PLANT MIX COURSES:**

**PART 1 – GENERAL**

1.01 REQUIRED WORK: In accordance with the requirements of this Section, the Contractor shall furnish, haul, place, compact, and test bituminous base, leveling and surface courses to the lines, grades, typical cross-sections and thickness shown on the Plans or specified in the Proposal.

* 1. TESTING LABORATORY: The Owner will pay for the services of an independent commercial laboratory to perform all testing required under these specifications.
	2. REFERENCED SPECIFICATIONS: Unless otherwise specified, the material and construction methods shall comply with the “Mississippi Department of Transportation Specifications for Road and Bridge Construction, 2004”, together with all amendments and/or special provisions and/or addenda to the standards duly approved and adopted, unless otherwise noted in these specifications and will be referred to in this document as MDOT Specifications.
	3. CLASSIFICATION OF BITUMINOUS COURSES: Plant mix bituminous courses generally shall be classified or identified as either base, leveling or surface courses in the following manner:

1. Base Course shall be defined as the initial layer placed on a prepared sub-grade or sub-base. The base course mix shall be Hot Mix Asphalt, Base Course (BB-1).

1. Leveling Course shall be defined as a layer of variable thickness used to eliminate irregularities in contour of an existing surface prior to superimposed treatment of construction. The leveling course mix shall be Hot Mix Asphalt or Warm Mix Asphalt, Leveling Course (SC-1).
2. Surface Course shall be the term applied to the finish or wearing course of asphalt pavement. The surface course must have the following characteristics and perform the following functions:

a. Provide a smooth quiet surface for traffic.

b. Be resistant to the wear of traffic.

c. Be highly stable to resist rutting, shoving or other surface deformations.

d. Have a high coefficient of friction to resist skidding and to provide proper traction.

e. Be of sufficient density to be waterproof to retard weathering and to prevent damage from freezing and thawing cycles. The surface course mix shall be Hot Mix Asphalt or Warm Mix Asphalt, Surface Course (SC-1).

1.05 SUBMITTALS: The Contractor shall submit for approval the job mix formula proposed, giving complete data on materials, including source, location, percentages, temperatures, and all other pertinent date.

1.06 GRADE CONTROL: The Contractor will establish and maintain the required lines and grade, including crown and cross-slope for each bituminous course during the construction operations.

**PART 2 – MATERIALS**

2.01 PLANT MIX: The bituminous mixture will comply with the MDOT Specifications, together with all amendments and/or special provisions and/or addenda to the standards duly approved and adopted, unless otherwise noted in these specifications. The applicable provisions governing materials furnished and incorporated into each type of bituminous course shall adhere strictly to the approved submittal for the job mix formula.

2.02 TACK COAT: The bituminous material used as a tack coat shall comply with the MDOT Specifications, together with all amendments and/or special provisions and/or addenda to the standards duly approved and adopted, unless otherwise noted in these specifications.

**PART 3 – CONSTRUCTION REQUIREMENTS**

3.01 INSPECTION: The Contractor will examine the sub-grade on which the bituminous concrete is to be installed and notify the Public Works Director in writing of conditions detrimental to the proper and timely completion of the work. The work will not proceed until unsatisfactory conditions have been corrected in a manner acceptable to the Public Works Director.

* 1. PAVEMENT INSTALLATION:

A. The Contractor will comply with the “Mississippi State Highway Standard Specifications for Road and Bridge Construction, 2004”, together with all amendments and/or special provisions and/or addenda to the standards duly approved and adopted, unless otherwise noted in these specifications.

B. Preparing the mixture includes the plant equipment, stockpiling, heating, aggregate processing, mixing of aggregate and bituminous material, and transporting to job site.

C. Paving equipment includes bituminous pavers, rolling equipment, and hand tools.

D. Placing the mixes includes paver-placing, hand placing, spreading, tamping, and jointing.

E. Compacting the mixes includes breakdown rolling, second rolling, and finishing rolling.

3.03 PAVEMENT QUALITY REQUIREMENTS:

A. General: In addition to other specified conditions, the Contractor will:

1. Provide final surfaces of uniform texture, conforming to required grades and cross sections.

2. Repair holes from test specimens as specified for patching defective work.

B. Density:

1: If directed by the Public Works Director, the Contractor will compare density of in-place material against laboratory specimen or certificates on same bituminous concrete mixture using nuclear devices.

2. Minimum acceptable density of in-place course material will be 90 percent of the recorded laboratory specimen or certificate density. Maximum acceptable density will be 98 percent.

C. Thickness: In-place compacted thickness shall average not less than one and one-half inch (1-1/2”) or the thickness shown on the Drawings of Typical Sections except where Ultra Thin Asphalt Pavement is placed which shall not exceed ¾”.

 D. Surface Smoothness: Testing of finished surface for each bituminous course shall be done as per MDOT Specifications.

E. Testing Required: Testing will be conducted as per MDOT Specifications.

3.04 PATCHING:

A. As directed by the Public Works Director, remove and replace all defective areas. Cutout such areas and fill with fresh bituminous concrete and compact to the required density.

B. Contractor shall restore all existing paved areas damaged by his operations in a manner acceptable to the Public Works Director.

3.05 CLEANING AND PROTECTION:

A. After completion of paving operations, clean surfaces of excess or spilled bituminous materials and all foreign matter.

B. Protect newly finished pavement until it has become properly hardened by cooling.

C. Cover openings of drainage structures in area of paving until permanent coverings are placed.

**PART 4 – COMPENSATION**

4.01 METHOD OF MEASUREMENT:

A. Plant Mix: The accepted plant mix will be measured in tons of two thousand (2000) pounds as called in the Proposal Form.

 Since bids are taken on the tonnage basis, batch scale weights may be used to determine the weight of acceptable material. Such scales must be acceptable to the Public Work Director and may be sealed if the Public Works Director deems it necessary to insure their accuracy. When the material is being delivered, the Public Works Director shall have the authority to require the Contractor to check the weight of any truckload on the nearest available standard scales without extra compensation.

 Deductions shall be made for all material wasted or lost due to negligence of the Contractor, applied in excess of the rate specified or directed in writing, or applied beyond the limits of the work.

B. Tack Coat: Bituminous materials for tack coat applied in accordance with MDOT Specifications will be measured by the gallon. Unless otherwise specified, distributor tank measurement will be used. Any volume of material over five percent (5%) above the amount ordered for each “Application” will be deducted from measured quantities except that as much as fifteen percent (15%) may be allowed for irregular areas where hand spraying is necessary. Blotter will not be paid for separately but shall be included in the price bid per gallon for prime coat.

4.02 BASIS OF PAYMENT:

A. Bituminous Courses: Compensation will be made on a tonnage basis. This item will be paid for at the Contract Unit Price bid per ton for plant mix, complete in place, which price shall be full compensation for construction of the completed base course, leveling course of surface course, as directed provisions and requirements contained herein; for completing all incidentals thereto and for furnishing all materials (as provided by these Specifications, the Plans or the Proposal form) including their hauling or transportation, mixing equipment, tools, labor and incidentals required to complete the work.

 Patching, widening, and leveling of an existing surface course or base course will be paid for at the Contract Unit Price bid per ton as indicated and will be payment in full for all requirements listed above and excavation necessary and incidental to the patching and widening of the existing base, leveling or surface course. When patching, leveling and widening is required, the Plans and/or Proposal form will so indicate.

B. No allowance will be made for unacceptable material; for material furnished or used in excess of the amount indicated or directed; for material used in replacing defective or condemned construction; for material wasted in handling, hauling, or otherwise. No additional payment will be made for extra weight placed which is not authorized as hereinabove set forth; or for material used in connection therewith; and for maintaining the work in accordance with the provisions and requirements set forth herein.

C. Tack Coat: The accepted quantity of bituminous material will be paid for at the Contract Unit Price per gallon which shall be full compensation.

**PART 5 – COLD MILLING**

5.01 COLD MILLING (REFERENCED SPECIFICATIONS): The equipment and construction methods shall comply with the MDOT Specifications, together with all amendments and/or special provisions and/or addenda to the standards duly approved and adopted, unless otherwise noted in these specifications.

5.02 DESCRIPTION OF COLD MILLING: The work specified in this section consists of removing existing asphalt pavement (typically 2” mill) to improve the ride characteristics or to lower the finished surface adjacent to the existing curb.

 Transporting and stockpiling the milled asphalt pavement will be the responsibility of the Contractor. The Contractor will retain ownership of One Hundred percent (100%) of the milled asphalt.

 Any utility adjustments on streets to be milled are the responsibility of the Contractor. This will include lowering and raising of manholes, valves boxes, and curb inlets of the City. More precise scheduling to accomplish utility work in the most expeditious manner that is feasible should be coordinated with each utility agency with ample time before start of construction.

5.03 METHOD OF MEASUREMENT: Cold milling of pavement will be measured by the Ton as indicated in the contract. Loading, hauling to the City’s site and maintaining the stockpile will not be a separate payment.

5.04 BASIS OF PAYMENT: Cold Milling will be paid for at the Contract Unit Price bid per ton removed, which shall be full compensation for completing the work.

5.05 EQUIPMENT: The equipment for this operation shall be a machine capable of maintaining a depth of cut and cross slope which will achieve the results specified herein. The machine shall be equipped with automatic grade controls which operate by sensing from one or more skids moving along the pavement surface and where required shall produce a skid resistant surface texture. The machine shall be equipped with a means to effectively limit the amount of dust escaping from the removal operation.

5.06 CONSTRUCTION: The existing pavement shall be removed to varying depths in a manner which will restore the pavement surface to uniform longitudinal profile and cross slope of ¼” per foot. The longitudinal profile of the milled surface shall be established by skid sensor on the side of the cut nearest the centerline of the road. The cross slope of the milled surface shall be established by a second skid sending near the outside edge of the cut or by an automatic cross slope control mechanism. The Public Works Director may waive the requirements for the automatic grade or cross slope controls where the situation warrants such action. The milling pattern, in conjunction with the lay-down operation, will be approved by the Public Works Director prior starting each phase.

5.07 FINISHED SURFACE: Pavement is to be constructed over the milled surface which shall have a texture that will produce good bonding.

 The finished surface shall have a reasonable uniform texture and shall be within ¼ inch of a true profile grade and shall have no deviation in excess of ¼ inch from a straight edge applied to the pavement perpendicular to the centerline. Areas varying from a true surface in excess of the above stated tolerance may be accepted without correction if the Public Works Director determines that they were caused by pre-existing conditions, which could not have reasonably been corrected by the milling operations. Any unsuitable texture or profile, as determined by the Public Works Director, shall be corrected by the Contractor at no additional compensation.

**PART 6 – ADJUSTMENT OF EXISTING UTILITY FIXTURES**

6.01 FRAMES AND COVERS: Sanitary sewer, storm drain manhole rings, water valves, and covers and other miscellaneous frames and covers shall be adjusted to ¼ inch below the finish paving elevation by the Contractor in advance of the resurfacing crews. Manholes not matching within ¼ inch tolerance of the elevation are subject to being reset without any payment for the structure adjustment. Any adjustment with an adjustment ring shall be paid as such described elsewhere in this Contract. It shall be the Contractor’s responsibility to insure the top of the manhole matches the plane of the finished paved surface. The Contractor shall also keep a daily log of manholes adjusted by type and location, submitted to the inspector daily.

6.02 ADJUSTING OPERATIONS: Where two paving courses are used, utility adjustment shall be made after the first course has been placed. Utilities are not to be adjusted more than 5 working days in advance of scheduled resurfacing. The Contractor shall provide a temporary wedge course for the protection of all utilities adjusted as stated above. The Contractor is responsible for keeping all manhole channels free of any material used, or disturbed, in the adjusting operations. Cost of excavation, disposal of material, adjustment of manhole or inlets frames, and refill shall be included in the price bid for this item. Payment will be made for each fixture adjusted.

6.03 FRAMES AND COVER REPLACEMENTS: Manhole frames and covers found broken, or excessively worn so as to cause a loose fit of the cover shall be replaced as directed by the Public Works Director. Frames and/or covers will be made available by the OWNER.

6.04 PROPERTY OF THE CITY: Any existing rings removed and found to be in good condition by the Public Works Director shall be collected and returned to the City at a directed location.

6.05 BASIS OF PAYMENT: Utility fixtures will be paid for at the Contract unit bid price, which shall be full compensation for completing the work.

**PART 7 – REMOVE AND REPLACE CURB(S) AND /OR COMBINATION CURB AND GUTTERS(S) USING CONCRETE**

7.01 SCOPE OF WORK: The removal and replacement of concrete curb(s) and /or combination curb and gutter(s) using concrete sections shall include removal and disposal of the existing concrete and excavation, trimming and/or removal of tree roots contained in the area to be excavated, furnishing and placing all materials, including expansion material, saw cutting, backfilling with shredded topsoil, tamping, seeding and mulching or sod installation, roadway patching, and for all labor, equipment, tools and incidentals necessary to complete the item shall be included in the unit price bid for the item. This item will include both standard curb and gutter and modified curb and gutter built to the face height and top width to match existing curb as directed by the Public Works Director.

7.02 BASIS OF PAYMENT: For removal and replacement of curb and gutters will be paid for at the contract unit price per linear foot, which shall be full compensation for completing the work.

**PART Aa – REMOVE AND REPLACE AND/OR INSTALL SIDEWALKS AND/OR CURB RAMPS**

7a.01 SCOPE OF WORK: The removal and replacement of concrete sidewalk sections shall include removal and disposal of the existing concrete and excavation, trimming and/or removal of tree roots contained in the area to be excavated, furnishing and placing all materials, including expansion material, saw cutting, backfilling with shredded topsoil, tamping, seeding and mulching, sod installation, roadway patching, and for all labor, equipment, tools and incidentals necessary to complete the item shall be included in the unit price bid for the item. This item applies only to existing sidewalks and new sidewalks will not be constructed along streets without sidewalks. Curb Ramps, those existing which do not meet current ADA requirements and areas where a sidewalk exist but does not have curb ramps at the terminus of each sidewalk must be reconstructed/constructed to comply with ADA specifications. Owner will provide Detectable Warnings.

7a.02 BASIS OF PAYMENT: For removal and replacement of sidewalk and curb ramps will be paid for at the contract unit price per square yard, which shall be full compensation for completing the work.

**PART 8 – MAINETANCE OF TRAFFIC**

8.01 TRAFFIC CONTROL DEVICES: The Contractor is to be responsible for the fabrication, installation and maintenance of all traffic control devices. Said devices shall be in accordance with the Manual on Uniform Traffic Control Devices. Also, the Contractor may be required to furnish additional signs should conditions warrant.

8.02 TRAFFIC FLOW: Appropriate work zone traffic control and sufficient flagmen shall be provided by the Contractor throughout the Contract. For major traffic routes, the traffic flow must be maintained in each direction at all times. Alternate flow may be allowed with use of Contractor provided flagmen and appropriate work zone traffic devices. On neighborhood streets, the Contractor will be allowed to close a maximum of two blocks of any street during the application of bituminous concrete. The Contractor is to be responsible for road closure signs, proper marking of detour routes, and proper notification to the Police and Fire Departments during the construction period. These roads are to be marked to the satisfaction of the Public Works Director prior to commencement of work.

8.03 BASIS OF PAYMENT: Maintenance of Traffic shall be paid for at the Contract Unit Price bid Lump Sum, which shall be full compensation for completing work.

**PART 9 – TEMPORARY STRIPING**

9.01 SCOPE OF WORK: This work consist of furnishing, placing, maintaining or replacing as necessary, removing when no longer applicable all temporary striping in accordance with contract provisions and as directed by the Public Works Director.

9.02 REQUIREMENTS FOR TEMPORARY STRIPING: The Contractor will comply with the “Mississippi State Highway Standard Specifications for Road and Bridge Construction, 2004”, together with all amendments and/or special provisions and/or addenda to the standards duly approved and adopted, unless otherwise noted in these specifications.

9.03 BASIS FOR PAYMENT: Temporary striping will be paid for at the contract unit price per linear foot or square foot, as applicable, which shall be full compensation for completing the work.

**PART 10 – GENERAL ALLOWANCE**

10.01 SCOPE OF WORK: General allowance is to cover incidentals during construction that are not directly stated or implied by the plans and specification.

10.02 BASIS OF PAYMENT: A general allowance shall be available for unforeseen and additional work activities. Payment for work compensated for in this allowance will be based on OWNER approved work performed by the Contractor. All remaining or unused monies shall be deducted from the lump sum bid price. Payment for work performed under the allowance shall not be compensated as a percent of total construction but on actual work performed.

**PART 11 – PAYMENT TO CONTRACTOR**

11.01 DOCUMENTATION: Daily work tickets, detailing all work performed must accompany all invoices. Invoices must be legibly prepared showing the full description of all work performed.

11.02 PAYMENT: The Contractor may submit payment for work satisfactorily performed. The Public Works Director will, within ten (10) days after receipt of each payment estimate, either indicate in writing his approval of payment and present the payment estimate to the OWNER, or return the payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the payment estimate. The City of Meridian will, within forty-five (45) days of presentation to him of an approved payment estimate, pay the Contractor a payment on the basis of the approved payment estimate.

**SPECIAL CONDITIONS**

The Contractor shall submit a schedule of operating sequences and method of maintaining traffic to the Public Works Director and obtain his approval before any work is performed under this Contract.

The Contractor shall notify the Public Works Director at least 48 hours before starting work and shall begin work promptly within the time specified by the Public Works Director in the “Notice to Proceed” letter.

The Contractor shall post “NO PARKING” signs and place notices alerting homeowner(s) of the Contractor’s work schedule when deemed necessary by the Public Works Director. By posting “NO PARKING” signs and placing notices 48 hours prior to beginning work, the homeowner(s) and/or business establishments will have an opportunity to find alternative parking locations for their vehicles and/or vehicles of customers. The City will supply “NO PARKING” signs and notices.

All cost for providing the stakes, placing, maintaining and removing of the stakes, signs and placing notices shall be included in the various unit prices bid for other items.

The Contractor shall clean, to the satisfaction of the City, existing surfaces to be resurfaced and shall maintain said clean surfaces until completion of resurfacing work.

At streets, which intersect streets being resurfaced, resurfacing shall extend onto the intersecting street to the pedestrian cross turns and over the areas along the radii of all returns, so as to maintain the drainage pattern of the intersection unless otherwise directed by the Public Works Director. At the pedestrian crossing, the resurfacing shall be feathered into the existing pavement of the intersecting street.

**BID, PERFORMANCE, AND PAYMENT BONDS**

 A. Bid Bond:

 Each bid must be accompanied by a **Certified Check** or **Bid Bond** for five per cent **(5%)** of the amount of bid, drawn payable to the City of Meridian, Mississippi, as assurance that within ten (10) days after “Notice of Award” of contract contemplated in the bid, the Successful Contractor will enter into such Contract and file for the execution of same.

 1. Successful Contractor - In default of entering into such contract and filing of such bond, the certified check accompanying such bid shall be forfeited to the City of Meridian not as a penalty, but as liquidated damages for delays or such other additional costs or expense which may be incurred by the OWNER for reason of such default.

 2. Certified checks of unsuccessful Bidders will be returned as soon as the Contract is awarded.

 3. Certified check of the Successful Contractor will be returned as soon as the Performance and Payment Bonds are made.

B. Performance and Payment Bonds:

 All projects costing in excess of $25,000.00 and for the construction, alteration, or repair of any public building or public work shall be required to have the following bonds:

 1. **Performance Bond** payable to, in favor of, or for the protection of the OWNER for the work to be done in an amount not less than the amount of the contract, conditioned for the full and faithful performance of the contract.

 2. **Payment Bond** payable to the OWNER conditioned for the prompt payment of all persons supplying labor or material used in the prosecution of the work under said contract, for the use of each such person in an amount not less than the amount of the contract.

 Simultaneously with his/her delivery of the executed Contract, the Contractor shall furnish the Performance Bond and Payment Bond.

 The bonds provided for may be made by any surety company which is authorized to do business in the State of Mississippi and listed on the United States Treasury Department's list of acceptable sureties.

**INSURANCE STATEMENT**

CITY OF MERIDIAN

The Successful Contractor shall purchase or maintain such insurance as will protect him and the City of Meridian (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;

 (a) Workers Compensation Coverage - Statutory Limits,

 (b) 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,

 (c) Automobile Liability - $1,000,000 combined single limit,

 (d) Builder's Risk (if applicable) - 100% of contract amount - All Risk Coverage.

It is our understanding with the receipt of the current “Certificate of Insurance” with the City of Meridian 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 City a waiver of subrogation in favor of the City of Meridian 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 City.

The contractor awarded the contract agrees to release, protect, indemnify and hold harmless the City of Meridian, 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.

**BID FORM**

**STREET RESURFACING – PHASE II**

**BID #17-08**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| PAY ITEM | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT PRICE | ITEM AMOUNT |
| DOLLAR | CENT | DOLLAR | CENT |
| 1 | Removal of Curb, All Types | 1,425 | L. F. |  |  |  |  |
| 2 | Removal of Concrete Sidewalk | 1,900 | S. Y. |  |  |  |  |
| 3 | Removal of Pavement, All Depths, All Types | 100 | S. Y. |  |  |  |  |
| 4 | Removal and Reset Signs, Ground Mounted | 12 | EACH |  |  |  |  |
| 5 | Saw cutting of Asphalt Surfaces | 1,410 | L. F. |  |  |  |  |
| 6 | Saw Cutting of Concrete Surfaces | 1,100 | L. F. |  |  |  |  |
| 7 | Excess Excavation | 100 | C. Y. |  |  |  |  |
| 8 | Cold Milling of Bituminous Pavement, All Depths | 7,195 | TON |  |  |  |  |
| 9 | Concrete Curb, Header | 50 | L. F. |  |  |  |  |
| 10 | Combination Concrete Curb and Gutter, Type 1 Modified | 1,400 | L. F. |  |  |  |  |
| 11 | Concrete Sidewalk | 1,400 | S. Y. |  |  |  |  |
| 12 | Installation of Detectable Warnings (Owner Provided) | 6 | EACH |  |  |  |  |
| 13 | Adjustment of Inlet | 8 | EACH |  |  |  |  |
| 14 | Adjustment of Manhole | 12 | EACH |  |  |  |  |
| 15 | Adjustment of Water Valve | 12 | EACH |  |  |  |  |
| 16 | Adjustment of Water Meter | 24 | EACH |  |  |  |  |
| 17 | Temporary Traffic Stripe, Continuous Yellow | 15,400 | L. F. |  |  |  |  |
| 18 | Maintenance of Traffic | 1 | L. S. |  |  |  |  |
| 19 | Mobilization | 1 | L. S. |  |  |  |  |
| 20 | Size 610 Crushed Stone Base | 125 | TON |  |  |  |  |
| 21 | Asphalt for Tack Coat | 1,800 | GAL |  |  |  |  |
| 22 | Cleaning and Sealing Cracks | 250 | L. F. |  |  |  |  |
| 23 | Hot Mix Asphalt, SC-1 | 5,400 | TON |  |  |  |  |
| 24 | Hot Mix Asphalt, BB-1 | 300 | TON |  |  |  |  |
| 25 | Ultra Thin Asphalt Pavement | 400 | TON |  |  |  |  |
| 26 | Select Fill | 100 | C. Y. |  |  |  |  |
| 27 | Root Cutting | 100 | L. F. |  |  |  |  |
| 28 | Solid Sodding | 500 | S. Y. |  |  |  |  |
| 29 | General Allowance to Cover Incidentals | 1 | L. S. | $200,000 | 00 | $200,000 | 00 |

**TOTAL AMOUNT OF BID : $**

**TOTAL AMOUNT OF BID IN WRITING:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COMPANY NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_CITY, STATE, ZIP: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_CITY, STATE, ZIP: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTACT FOR BIDS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TOLL FREE NO: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FAX NO: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Officer or Agent – (Blue Ink): **Certificate of Responsibility Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[ ]** We wish to submit a "NO BID" at this time, but request that our company remain on your bidders list for future solicitations.

|  |
| --- |
| **Designated Streets for Phase 2 Downtown** |
| **Street** | **Segment** | **Length in Linear Feet** |
| **Front Street** | **25th Avenue to 22nd Avenue** | **900** |
|  |  |  |
| **4th Street** | **18th Avenue to 13th Avenue** | **1,340** |
|  |  |  |
| **5th Street** | **25th Avenue to 26th Avenue** | **321** |
| **5th Street** | **23rd Avenue to 22nd Avenue** | **340** |
| **6th Street** | **22nd Avenue to 17th Avenue** | **2,015** |
| **6th Street** | **5th Street to 23rd Avenue** | **2,193** |
| **7th Street** | **23rd Avenue to 28th Avenue** | **1,591** |
| **8th Street** | **24th Avenue to 6th Street** | **968** |
|  |  |  |
| **18th Avenue** | **10th Street to 4th Street** | **600** |
|  |  |  |
| **21st Avenue** | **14th Street to Front Street** | **2,800** |
| **22nd Avenue** | **5th Street to Front Street** | **503** |
| **23rd Avenue** | **5th Street to Front Street** | **492** |
| **23rd Avenue** | **9th Street to 6th Street** | **730** |
| **25th Avenue** | **6th Street to Front Street** | **802** |