

5. Hot bituminous pavement, Type ST, in place, for overlaying existing pavement or application on previously prepared base course, including finishing and placing required prime coats/tack coats and plant mix bituminous base course together with all necessary tools, equipment and labor Vendor shall have in-place within fourteen (14) calendar days after receipt of purchase order.

Hot bituminous pavement, type ST (For overlaying existing pavement in place)	9.5 MM Surface (in place) \$_____per ton
	19 MM Base (in place) \$_____per ton

Section I Specifications:

- Hot bituminous pavement, types SC-1 or ST, HT and MT shall conform to the latest edition of MDOT Standard Specifications for Road and Bridge Construction, Section 401 – Bituminous Pavement.
- Contractor will ensure that all transitions are completed so as to be level with existing road grades when completed. Only saw cutting or milling to a minimum of 2” will be allowed.
- Tickets from certified scales shall be issued for each load from plant. Scale tickets shall be signed by a representative of the City of Gulfport as designated by the Director of Public Works.
- The City of Gulfport shall place a representative to oversee the contractor’s quality management program. The City of Gulfport shall place a representative at each job-site to receive load tickets.
- The contractor shall establish a quality management program to include job safety and traffic control procedures in accordance with the latest edition of the Manual of Uniform Traffic Control Devices. In addition, the contractor shall be responsible for material testing and quality control documentation of mix design and placement per MDOT Standard Specifications for Road and Bridge Construction Section 401 – Bituminous Pavement and Section 403 – Hot Mix Asphalt Pavement. Failure to provide adequate safety, traffic control and testing and documentation will be just cause for termination of this contract. The City of Gulfport shall be at liberty to fulfill purchase orders from other vendors, and the successful bidder shall be liable to the city for any additional costs incurred. Failure to perform the above shall likewise be grounds to terminate the contract at the option of the City of Gulfport. Any “re-work” that is determined to be the fault of the contract, shall be done at the contractor’s expense. The rework determination shall be made by either the Director of Public Works or the City Engineer.

Materials quoted herein above shall meet the most current applicable portions of the latest edition of MDOT Standard Specifications for Road and Bridge Construction, Sections 401 and 403.

Section II – Emulsified Asphalt

1. F.O.B. our plant, loaded on City trucks
Type CQS-1H \$ _____ per gal
2. F.O.B. our plant, loaded on City trucks
Type CRS-2 \$ _____ per gal
3. F.O.B. our plant, loaded on City trucks
Type CSS-1 \$ _____ per gal
4. F.O.B. our plant, loaded on City trucks
Type SS-1 \$ _____ per gal
5. F.O.B. our plant, loaded on City trucks
Type SS-1H \$ _____ per 5gal bucket
6. F.O.B. Department of Public Works
Type SS-1H \$ _____ per 5gal bucket

Section II Specifications:

- Successful bidder shall fill orders immediately. Should the successful bidder fail to do so, the City shall be at liberty to purchase the ordered material from others and the successful bidder shall be liable to the City for any additional cost incurred by reason of the bidder's failure to supply within the time specified. Failure to provide the product(s) when requested shall also be grounds to terminate their contract at the option of the City of Gulfport.
- Bituminous materials as listed above shall conform to the latest edition of the MDOT Standard Specifications for Road and Bridge Construction, Section 702 - Bituminous Materials.
- Measurement: Refer to MDOT Standard Specifications for Road and Bridge Construction, Section 702.02 – Measurement and Section 702.03 – Heating of Bituminous Material.

General

- A price adjustment will be allowed based upon an industry- wide cost index of petroleum products including asphalt used in the performance or execution of this contract. The industry-wide index shall be established by the state highway department. The price adjustment shall be based on cost and shall not include any additional profit or overhead. The successful vendor shall give (10) ten days written notice of any price adjustment. The plant shall meet all certifications as required by the state highway department.
- Successful contractor must provide proof of insurance of at least \$1,000,000 of general liability insurance prior to entering into contracts on construction, repair and maintenance jobs in excess of \$25,000.00.
- Successful contractor must show proof of the following Insurance Coverage:

General liability	each occurrence	aggregate
Bodily injury	\$300,000.00	\$300,000.00
Property damage	\$100,000.00	\$100,000.00

Your attention is called to the fact that the State of Mississippi has a reciprocal preference law in regards to resident contractors. The State’s treatment of non-resident contractor's and the local preference percentage shall be applied in evaluating the bids. It is the responsibility of the vendor to submit a copy of their state’s preference law with the bid. Failure to do so may be reason to reject the bid.

We/I do hereby certify by my signature that our product(s) bid meets or exceeds your specifications. We agree that failure to meet the specifications shall be just cause for the City of Gulfport to remove our company from the bid list.

VENDOR INFORMATION

Company/Firm Name	
Authorized Representative-(print)	
Authorized Representative-(sign)	
Address	
Phone Number	
Facsimile Number	
Email	

Notice to bidders:

All bids are to be submitted on this form and shall be submitted in sealed envelopes marked in the lower left hand corner “**Group C3 – Hot Bituminous Pavement,**” to be opened October 12, 2015 at 10:00 A.M, local time. Bids not submitted on this form may be disqualified.

Hold harmless: Contractor agrees that it will, and hereby does, indemnify, defend and hold harmless City of Gulfport from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused by contractor and/or its partners, principals, agents, employees or subcontractors in the performance of this contract. The City

of Gulfport will notify the contractor in writing of any claim to be indemnified hereunder, of which City has knowledge, and contractor in turn will promptly notify City of any such claim. Contractor shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

Any request for price increase during the term of contract will be rejected. Should this rejection result in the cancellation of the contract, the vendor shall be removed from the qualified bidders list for twenty-four (24) months. If adverse conditions exist industry wide, modifications to disqualifications may be made as circumstances warrant. The City reserves the right to request from the vendor an extension of this contract for a second term of twelve (12) months with all prices remaining constant.

Address bid to:

Purchasing Department
City of Gulfport
1410 24th Avenue, Hardy Bldg.
Gulfport, MS 39501