



# City of Gulfport, Mississippi

## Agenda City Council

2309 15<sup>th</sup> Street  
Gulfport, MS 39501

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Thursday, May 23, 2019

9:45 AM

*Gulfport City Hall  
Council Chambers*

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**9:45 A.M.**

### **Declaration of Special Call Meeting**

### **Policy Issues**

- 1 Resolution - approving and authorizing issuance of Change Directive in connection with Courthouse Road Improvements Project, and for related purposes.

### **Adjournment**



**OFFICE OF DIRECTOR OF  
ENGINEERING**

4050 Hewes Avenue  
Gulfport, MS 39507-3903  
Phone: 228-868-5815  
Fax: 228-868-5822

May 22, 2019

Jay Bearden, Owner  
Jay Bearden Construction, Inc.  
P.O. Box 180428  
Richland, MS 39218  
Email: [keith@jbc.ms](mailto:keith@jbc.ms)

**Re: Lifting Temporary Suspension of Work and Work Directive Concerning Work for  
Courthouse Road Improvements Project**

Dear Mr. Bearden:

Pursuant to Section 108.04.3, this letter is lifting the suspension letter date April 5, 2019 relating to the work that was requested in the City Engineer's letter on March 28, 2019. This also covers the contractor's failure to install a rail vs. a chain link fence.

As described in Section 104.02, the Department (defined by Notice to Bidders No. 2 LPA as the City of Gulfport) reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall neither invalidate the contract nor release the Surety, and the Contractor agrees to perform the work as altered.

Please accept this letter as the City of Gulfport directing Jay Bearden Construction to proceed, immediately, with repairing the dips in the asphalt. To satisfactorily complete the project, these dips shall first be leveled with a "12.5-mm, MT, Asphalt Pavement, Leveling" (Pay Item 907-403-B017) placed in accordance with contract specifications. This leveling course shall be placed to meet the adjacent surface course grade (i.e. finish grade as designed).

Where no median islands exist, the contractor shall mill along the outside curb for a minimum of 8'. The millings shall be tapered such that, along the curb they are a full 1" deep and at the outside of the milling head, the depth is 0" (flush with existing overlay). Where median islands do exist, the contractor shall mill all asphalt between the median islands and the exterior curbing. Contractor shall mill at ends of islands, along crosswalks, and at locations where no overlay is planned as needed to ensure smooth transitions with positive drainage; these areas shall be coordinated with the project engineer in the field. Contractor shall coordinate all applicable scheduling, means, and methods associated with milling and leveling operations.

Once milling and leveling operations are complete, contractor shall overlay the road with a 1" depth "9.5mm, MT, Asphalt Pavement" mixture with a reduced density requirement of 91.0 percent of maximum density. Locations of density readings shall be coordinated in the field with the Project Engineer. Overlay shall extend from South of Pass Road (approximately Station 63+80) to the Railroad R.O.W. and then from the Railroad R.O.W. to just north of Highway 90 (approximately Station 11+20).

Extreme care shall be exercised during all milling, leveling, and overlay operations to ensure no damage, marring, staining, or other aesthetic or structural damage occurs to concrete / brick crosswalks. Once the leveling course is in place, I would like to be notified so that I can personally go out and drive the road to ensure it is smooth before the overlay.

Because the character of the work, as altered by this directive, does not materially differ in kind or nature from that involved or included in the original proposed construction, this directive does not constitute a significant change in the character of the work. As such, the altered work will be paid for as provided by the contract, i.e. contract unit prices (Section 104.02.1). Additionally, this directive shall not be misconstrued as "Extra Work"; defined by Section 101,

this change does not add an item of work not provided for in the contract as awarded, nor does this change the nature or character of an item of work so as to justify a price adjustment.

Jay Bearden, Owner  
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May 22, 2019  
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As you are aware, pursuant to section 105.01, the project engineer has recommended and the City has upheld their recommendation to withhold payments for 907-403-A022, "9.5mm, MT, Asphalt Pavement". These funds were withheld due to the contractor's failure to carry out provisions of the contract, e.g., failure to meet asphalt smoothness tolerances. Once the contractor has agreed, in writing, to carry out provisions of this directive and provided the City an updated schedule relative to completing this work, these funds will be recommended for payment by the City's governing authority.

Contract items will be paid for under the original contract bid amount at a cost of approximately \$232,949.40 plus incidental items as recommended for payment by the engineer on this project (Pickering). The cost to pay the difference between the chain link fence and the guard rail will be paid as well in similar fashion.

You can begin as soon as possible and coordinate all of the work through Andy Phelan, P.E., at Pickering Firm Engineers.

Should you need any additional information or have any questions, please contact the undersigned at (228) 868-5740.

Sincerely,

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Robert K. Riemann, P.E.  
Director of Engineering

cc: Wayne Miller, P.E., Gulfport Public Works  
Andy Phelan, P.E., Pickering Firm Engineers  
David Seyfarth, P.E., MDOT  
Roberta Ziv-Goldstein, Esq., Travelers Casualty and Surety Company of America