

CONTRACT DOCUMENTS AND SPECIFICATIONS  
FOR

BID NO. 2025-017PW  
COLEY ROAD CURB & GUTTER  
(McCullough Blvd to Ridgeway Drive)  
City of Tupelo, MS



April 28, 2025

Prepared by:

Dennis Bonds PE, CFM

City Engineer

CONTRACT DOCUMENTS AND SPECIFICATIONS  
FOR  
CITY OF TUPELO, MISSISSIPPI  
COLEY ROAD CURB & GUTTER  
(McCullough Blvd to Ridgeway Drive)  
BID NO. 2025-017PW

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SECTION A  
ADVERTISEMENT FOR BIDS

## ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the Mayor and City Council of the City of Tupelo, Mississippi will receive written sealed bids until the hour of **10:00 o'clock A.M. local time on Friday, May 30, 2025** at the Purchasing Office, City Hall 1<sup>st</sup> Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 for the furnishing of all labor and materials and for the construction of the certain Project designated as "COLEY ROAD CURB & GUTTER (McCullough Blvd to Ridgeway Drive)", **Bid No. 2025-017PW**, with Contract Documents and Specifications being on file at the office of the City Clerk at City Hall in Tupelo, Mississippi. Electronic bids will be received until the specified date and time via online submission through [www.tupelomsbids.com](http://www.tupelomsbids.com).

Bids are related to the construction of roadway related projects to include excavation, grading, curb & gutter, and asphalt improvements on public rights of way within the City of Tupelo. Work will be provided by the contractor as directed by the City of Tupelo Department of Public Works for the purpose of roadway and related improvements to consist of the addition of curb and gutter and necessary related work. The Project shall make provisions for all labor, materials, equipment and incidentals required to provide the improvements as defined in the Proposal document and as represented in the General Conditions of Work and Technical Specifications as set forth in the Contract Documents. All proposed improvements are/shall be located within existing rights-of-way owned and maintained by the City of Tupelo. The **total** Contract Time shall not exceed **120** consecutive calendar days. A MANDATORY Pre-Bid Conference will be held at 10:00 AM Local Time on Thursday, May 22, 2025 at the Tupelo Public Works Office Conference Room located at 604 Crossover Road in Tupelo, MS. It shall be **MANDATORY** for each Bidder to have a minimum of one (1) representative at this meeting in order to be able to submit a bid for this project. The representative shall be an Owner/Principal of the company and/or shall be the Project Manager or Project Superintendent that will be assigned to this project. Failure to meet these conditions shall prohibit the Bidder from submitting an eligible bid, and such bids will not be accepted by the Owner.

Contract Drawings, including Drawings and Specifications may be viewed or purchased in hard copy or electronic format at [www.tupelomsbids.com](http://www.tupelomsbids.com). Should a bidder choose to submit a bid electronically in place of a sealed bid, it may be submitted at [www.tupelomsbids.com](http://www.tupelomsbids.com). Any questions regarding the purchase of project documents or electronic bidding should be directed to Plan House at (662) 407-0193.

Award will be made to the lowest and best bidder and the Mayor and City Council reserve the right to reject any and all bids and waive any and all informalities.

**BY ORDER OF THE MAYOR AND CITY COUNCIL OF THE  
CITY OF TUPELO, MISSISSIPPI.**

**CITY OF  
TUPELO, MISSISSIPPI**

**X**

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Traci Dillard, City Purchasing Clerk

*Publish Dates: 04/30/2025 and 05/07/2025 in the NE Mississippi Daily Journal*

**SECTION B**  
**INFORMATION FOR BIDDERS**

## **SECTION B-INFORMATION FOR BIDDERS**

1. **Receipt and Opening of Proposals:** See Section A bound herewith.
2. Bid Proposal:
  - A. Shall be made on forms provided and all applicable blank spaces filled in. Alterations, erasures, or changes of any kind must be initialed by the BIDDER and shall not contain any recapitulation of the work to be done. Should a bidder choose to submit a bid electronically in place of a sealed bid, it may be submitted at [www.tupelomsbids.com](http://www.tupelomsbids.com). Any questions regarding the purchase of project documents or electronic bidding should be directed to Plan House at (662) 407-0193. No oral, telephonic or telegraphic proposals will be considered.
  - B. 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 AS AN IRREGULAR BID AND SHALL NOT BE CONSIDERED IN MAKING THE AWARD.
  - C. May be withdrawn prior to the above scheduled time for submittal of proposals or authorized postponement thereof. Proposals received after the time and date specified shall not be considered.
  - D. Submit bids (**in duplicate**) in and opaque sealed envelope marked as follows:
    - i) Bid No. 2025-017PW: Coley Road Curb & Gutter (McCullough Blvd to Ridgeway Drive)
    - ii) Submitted to: City of Tupelo
      - (1) ATTN: Traci Dillard
      - (2) Purchasing Office, City Hall, 1<sup>st</sup> Floor
      - (3) E Troy Street
      - (4) Tupelo, MS 38804
  - E. Any addenda issued during the bidding shall be noted on the Proposal and shall become a part of the executed Contract.
3. Method:
  - A. The Price proposal will consist of a unit price amount for each pay item included on the Bid Form included in Section D of the Contract Documents. T.
  - B. **The CITY OF TUPELO, MISSISSIPPI reserves the right to reject any and all proposals and to waive any and all formalities.**
4. General Information:

- a. The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full. Bidders shall inform themselves with all pertinent City regulations/ordinances, state and federal laws, licenses, and tax liability, which may in any manner, affect their bids and their fulfillment of the contract.
  - b. Prices quoted on the Bid Form shall not increase during the contract term, unless otherwise noted or subject to adjustment per the Contract Documents/Specifications, and any price decrease shall be credited to the City.** Prices shall include all delivery for receipt of materials and/or services at the delivery point specified by the City for each order.
  - c. The quantities specified on the Bid Form are NOT necessarily the actual quantities proposed for final purchase by the City under this contract.
5. **Certificate of Responsibility Number:** If the bid is delivered to City Hall, the outside of the envelope shall be clearly marked with vendor, invitation number, Certificate of Responsibility Number, and time and date to be opened. If the bid is submitted electronically through Central Bidding, the Certificate of Responsibility shall be included with the bid documents.
6. **Non-Collusion Affidavit:** Contractor must complete **(in duplicate)** the non-collusion affidavits included in the Contract Documents and submit same as part of his bid. **FAILURE TO DO SO WILL DISQUALIFY HIS BID.**
7. **Commitment of Proposal:** Each bid proposal must be accompanied by the Bidders Agreement, as specified, executed by a principal member of the company submitting the quote that explains the company's ability to complete the work, the general timeframe in which the work can be initiated and completed and identifying the company's agreement to complete this work in accordance with the contract documents.
8. **Insurance:** The Bidder will be required to carry the types and amounts of insurance as required by all applicable laws of the State of Mississippi for the full term of the Contract. The Contractor shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance:
  - a. **Workmen's Compensation and Employer's Liability Insurance:** This insurance shall protect the Contractor against all claims under applicable State Workmen's Compensation Laws. The Contractor shall also be protected and shall cause each subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workmen's Compensation law. The liability limits shall not be less than the required statutory limits for Workmen's Compensation and Employer's Liability

in the amount of One Hundred Thousand Dollars (\$100,000) for each person. This policy shall include an "all states" endorsement.

- b. Contractor's Comprehensive Public Liability and Property Damage Insurance, covering all operations in connection with the performance of this Contract in amounts not less than the following:  
Bodily injury liability in the amount of Five Hundred Thousand Dollars (\$500,000) for each person and One Million Dollars (\$1,000,000) for each accident and property damage liability in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.
  - c. Contractor's Contingent of Protective Liability and Property Damage: In case part of this Contract is sublet, the Contractor shall secure contingent or protective liability and property damage insurance to protect him from claims arising from the operation of his subcontractors in the execution of work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$250,000/\$500,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the Owner.
  - d. Automotive Public Liability and Property Damage: The Contractor shall maintain automobile public liability insurance in the amount of not less than \$500,000 for injury to one person and \$1,000,000 for one accident; and automobile property damage insurance in the amount of not less than \$500,000 for one accident to protect him from any and all claims arising from the use of Contractor's own vehicles, hired vehicles and vehicles owned by sub-contractors.
  - e. Owner's Protective Liability Policy: The Contractor shall maintain Owner's Protective Liability Insurance with the Owner as the named insured, and their servants, agents, including the Engineer and employees as additional insureds in amounts not less than the following: Bodily Injury in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) for all damages arising out of any injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of injury to or destruction of property during the policy period.
9. **Contract Award:** Award of Contract, if made, shall be within **thirty (30) days** of date of receipt of proposals. Upon the Award of Contract, the Contractor shall be directed to obtain the necessary bonds and submit the signed contracts, bonds, proof of insurance, and other related documents to the City within **ten (10) days** of the Notice of Award.



10. **Implementation of Services:** The successful bidder should be ready to initiate contracting phase and construction phase services immediately following approval of the Mayor and City Council. It is the intent of the City that, if awarded, the project be initiated and completed within 90 days of the submittal of quotes, if possible.
11. **Law and Regulations:** The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
12. **Obligation of Bidder:** At the time of the opening of the bids, each bidder will be presumed to have read and to be thoroughly familiar with the General Conditions of Work, Specifications, and Contract Documents (including addenda issued, if any).
13. **Time of Completion:** Bidder must agree to commence work on individual work orders within two weeks of directives being issued by the Owner and to fully complete the projects within a reasonable timeframe for such work. Once an individual work order is commenced by the Contractor, the work shall not be interrupted until it is fully completed. In the interest of public safety, the Contractor shall not demobilize from a project site until the work is fully completed or in a temporary condition that does not comply with the technical specifications.
14. **Subcontractor:** The Bidder is specifically advised that any person, firm, or other party to whom it proposes to award a subcontract must be acceptable to the Owner. The total allowable subcontract amounts shall not exceed **fifty percent (50%) of the contract amount**.
15. **Issuance of "Notice to Proceed":** If the Contract is awarded, the Owner will issue the "Notice to Proceed" within **thirty (30) days** after the date of agreement of the Contract.

SECTION C  
GENERAL CONDITIONS OF WORK

## CITY OF TUPELO – DEPARTMENT OF PUBLIC WORKS

### GENERAL CONDITIONS OF WORK

DATE: JANUARY 27, 2025

SUBJECT: General Conditions / Scope of Work / Project Area

PROJECT: Coley Road Curb & Gutter (McCullough Blvd to Ridgeway Drive)

Generally, this contract is to complete the addition of curb and gutter along Coley Road from McCullough Blvd to Ridgeway Drive for the City of Tupelo. All related work, including Clearing and Grubbing, Borrow Excavation, Unclassified Excavation, Type I Curb & Gutter, Grassing, Solid Sodding, Silt Fence, Wattles, Select Borrow, Granular Material (both Clay Gravel and Crushed Limestone), Hot Mix Asphalt (9.5mm ST), Concrete Flume (Type A and C), Rip Rap, Maintenance of Traffic, Standard Roadside Construction Signage, Mobilization, Barricades, and Standard Roadside Signs, shall be performed and installed as required to meet or exceed the applicable technical specifications as directed by the Owner. All proposed improvements shall be located within the City of Tupelo street right-of-way (ROW). Improvements shall be in accordance with the directives, specifications, and applicable local, state, and federal guidelines associated with the proposed improvements. Any work, storage, parking, mobilization, etc. conducted on private property shall be coordinated expressly by the Contractor and approved by the property owner separate of this contract. The City of Tupelo does not and shall not direct, authorize, approve, etc. work or other supporting activities to be conducted/completed on any property not owned by the City of Tupelo.

All work shall be performed in accordance with the Mississippi Standard Specifications for Road and Bridge Construction 2017 Edition ("Red Book").

Work on the project shall consist of the following items included on the bid form and per the directives included herein, technical specifications, and manufacturer's material recommendations:

#### 1. CLEARING AND GRUBBING

2. MAINTENANCE OF TRAFFIC
3. MOBILIZATION
4. TYPE I CURB & GUTTER (SPILL)
5. TYPE I CURB & GUTTER (CATCH)
6. CONCRETE DRIVEWAY
7. UNCLASSIFIED EXCAVATION
8. SELECT BORROW
9. GRANULAR MATERIAL (CLAY GRAVEL)
10. GRANULAR MATERIAL (CRUSHED STONE)
11. HOT MIX ASPHALT, 9.5 mm MIXTURE
12. CONCRETE FLUME – TYPE A
13. CONCRETE FLUME – TYPE C
14. 100# RIP RAP
15. GRASSING
16. SOLID SODDING
17. SILT FENCE
18. WATTLES, 20"
19. ADDITIONAL CONSTRUCTION SIGNS

If required, the Contractor shall complete an Erosion Control Plan that complies with Local and MDEQ Requirements. Prior to issuance of a Notice to Proceed for the work, the City shall review the Erosion Control Plan, if required. Erosion Control Best Management Practices (BMPs) shall be installed in accordance with the Erosion Control Plan prior to the commencement of any other work.

The work shall include improvements required to install curb and gutter on both sides of Coley Road from McCullough Blvd to Ridgeway Drive.

The Contractor shall utilize MDOT Roadway Design Standard Detail Drawings (2017) for requirements related to the installation of inlets, pipes, flared end sections, concrete, driveways, driveway aprons, sidewalks, sidewalk ramps, curb & gutter, etc. See the General Construction Notes Section (Sheet GC-1) for references to specific categories and corresponding sheets.

The Contractor shall be responsible for coordinating the location of existing underground utilities via the 811 locate system. Should utilities require relocation, the Contractor shall notify the City and the City shall be responsible for the relocation of existing utilities prior to the commencement of work by the Contractor. Should the Contractor damage existing utilities or other existing improvements, the Contractor shall repair/replace the damaged utilities, existing improvements, etc. at no additional cost to the City.

The Contractor shall complete work as directed and approved by the City of Tupelo Public Works Department. Work shall be confined to the project areas located on rights-of-way owned and maintained by the City of Tupelo. Should the Contractor find it necessary to utilize private property for staging, storage, improvements, etc., the Contractor shall be solely responsible for soliciting and procuring the necessary permission/access from the private property owner prior to commencing any work on said private property. No work shall be completed on MDOT ROW without obtaining the necessary permits from the Mississippi Department of Transportation (MDOT). Should MDOT Permits be required to facilitate individual work orders, the City shall be responsible for the development and submittal of the permit application to be approved by MDOT prior to the commencement of work on any MDOT ROW.

**END OF SECTION**

**SECTION D**

**BID FORM AND BIDDERS CERTIFICATE**

## **PROPOSAL**

Proposal of \_\_\_\_\_ (hereinafter called "BIDDER"), organized and existing under the laws of the State of \_\_\_\_\_ doing business as a \_\_\_\_\_

insert: (corporation, partnership, limited liability company, or individual) to: the City of Tupelo, Mississippi, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER hereby proposes to perform all WORK for construction of the Coley Road Curb & Cutter (McCullough Blvd to Ridgeway Drive) project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, this BID has been developed independently, without consultation, communication or agreement as to any matter relating to his BID or with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within **90** consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages in the sum of \$200.00 for each consecutive calendar day that the work is not completed. Additionally, BIDDER agrees to pay liquidated damages in the amount of \$200.00 for each consecutive calendar day that the work is not completed as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA.:

NUMBER

DATE

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Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve the BIDDER from any obligation in respect to this BID.

BIDDER understands that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the Unit Price Bid.

In accordance with the requirements of the Technical Specifications and Contract Documents, BIDDER proposes to furnish all necessary materials, equipment, labor, tools, and other means

of construction and to construct the Project in accordance with the Contract Documents within the specified Contract Time for the following Unit Prices specified.

BIDDER further agrees to execute the contract agreement as bound herein within ten (10) days after receipt of contract forms from the owner.

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day that he fails to complete the work as defined in the contract documents unless the Contract Time or other applicable conditions are amended by a written Change Order.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provision of the Equal Opportunity Clause set forth in the Federal Requirements, if applicable.

The low BIDDER shall supply the names and addresses of major MATERIAL SUPPLIERS AND SUBCONTRACTORS when required to do so by the OWNER.

The OWNER'S Representative is Tupelo Public Works Department, Crossover Road, Tupelo, MS, 38804

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount:

NOTES:

1. Unit price amounts are to be shown in figures where indicated. Where a discrepancy in the unit price and the extension of any items occurs, the unit price will govern.
2. Unit prices shall include all labor, materials, bonding, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of several kinds called for.
3. Any erasure, change, or alteration of any kind must be initialed by the BIDDER.
4. Bid prices shall include sales tax and all other applicable taxes and fees.
5. Any item of work not specified on the Proposal as a separate pay item or indicated as an absorbed cost in a pay item but which is incidental to completion of the work shall be considered as an absorbed cost with full compensation included in the unit price bid for the particular item involved.
6. Owner reserves the right to award any combination of base and alternate bids (if any) it deems advantageous and in the event that all specified bid items units are lump sum (LS), the Owner reserves the right to delete any such item or combination of such items from the Project. The Owner further reserves the right to delete any item or items desired from the Bid Schedule after the Contract has been awarded. Any deletions, if any made, shall be by Change Order and bidder hereby agrees to accept such Change Order.

**(SEE FOLLOWING SHEET FOR BID ITEMS)**



## **CORPORATE CERTIFICATE**

(To Be Executed If Bidder Is A Corporation)

I, \_\_\_\_\_ certify that I am the Secretary of the Corporation named as Contractor in the foregoing proposal; that \_\_\_\_\_ who signed said Proposal on behalf of the Contractor, was then \_\_\_\_\_ of said Corporation; that said Proposal 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.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

(CORPORATE SEAL)

## PARTNERSHIP CERTIFICATE

(To Be Executed If Bidder Is A Partnership)

STATE OF \_\_\_\_\_ )

) ss:

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared,  
Known to be 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 general partner in the firm of:  
\_\_\_\_\_; that said firm consists of  
himself and \_\_\_\_\_; and that he executed the foregoing  
instrument for and on behalf of said firm for the uses and purposes stated herein.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Notary Public in and for the

County of \_\_\_\_\_

State of \_\_\_\_\_

(NOTARY SEAL)

My Commission Expires: \_\_\_\_\_

**LIMITED LIABILITY COMPANY CERTIFICATE**

(To Be Executed If Bidder Is A Limited Liability Company)

I, the undersigned \_\_\_\_\_, hereby certify that I am the Manager of \_\_\_\_\_ (the "Company") or if the Company does not have a Manager, a Member of the Company with full power and authority to bind the Company; that \_\_\_\_\_ who executed the Proposal on behalf of the Company is \_\_\_\_\_ of the Company with full power and authority to execute same on behalf of the company, and that the Proposal and the Contract, if awarded to the Company, are within the powers and authority of the Company.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Notary Public in and for the

County of \_\_\_\_\_

State of \_\_\_\_\_

(NOTARY SEAL)

My Commission Expires: \_\_\_\_\_

## AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_  
(name of person signing affidavit)

Individually, and in my capacity as \_\_\_\_\_  
(title)

of \_\_\_\_\_  
(name of firm, partnership, limited liability company, or corporation.)

Being duly sworn, on oath do depose and say as follows:

- a. That \_\_\_\_\_, Bidder on the **Coley Road Curb & Gutter (McCullough Blvd to Ridgeway Drive)** in the **City of Tupelo, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding with this contract; nor have any of its officers, partners, employees, or principal owners.
- b. further, that neither said legal entity nor any of its directors, officers, partners, principal owners, or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025

My commission expires \_\_\_\_\_ Notary Public

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

## AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_  
(name of person signing affidavit)

Individually, and in my capacity as \_\_\_\_\_  
(title)

of \_\_\_\_\_  
(name of firm, partnership, limited liability company, or corporation.)

Being duly sworn, on oath do depose and say as follows:

- c. That \_\_\_\_\_, Bidder on the **Coley Road Curb & Gutter (McCullough Blvd to Ridgeway Drive)** in the **City of Tupelo, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding with this contract; nor have any of its officers, partners, employees, or principal owners.
- d. further, that neither said legal entity nor any of its directors, officers, partners, principal owners, or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025

My commission expires \_\_\_\_\_ Notary Public

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

SECTION E

BIDDER'S AGREEMENT

## SECTION E – BIDDER’S AGREEMENT

BY Submission of this Agreement and respective PROPOSAL forms, which are both executed to state that \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_ hereinafter called “Contractor”,  
(Corporation, Partnership, Limited Liability Company or Individual)

agrees to provide the services defined in the Contract Documents to the **CITY OF TUPELO, MISSISSIPPI**, hereinafter called “**OWNER**” in accordance with the Contract Documents provided to us for the prices included in Section D – Proposal. Furthermore, the Contractor will be available to begin and complete the work as specified in the Contract Documents and all prices included in the Proposal Form shall be good for the entire Contract period, including as amended by Supplemental Agreement.

Signed, this the \_\_\_\_\_ day of \_\_\_\_\_, 2025 , the condition of the above obligation is such

That whereas the Contractor has submitted to the **CITY OF TUPELO** a certain BID FORM PROPOSAL, attached hereto and hereby made a part thereof, to enter into a contract in writing, for the construction of the proposed improvements defined within the Contract Documents for the **Coley Road Curb & Gutter (McCullough Blvd to Ridgeway Drive)** Project. At the request of the Owner, the Contractor agrees to sign and submit the necessary contract, insurance information, performance and payment bond, etc. in accordance with the terms provided by the Contract Documents for approval and final execution by the Owner.

IN WITNESS WHEREOF, the Contractor hereunto has signed this Agreement on the day and year first set forth above.

\_\_\_\_\_  
CONTRACTOR NAME

\_\_\_\_\_  
CONTRACTOR SIGNATURE

\_\_\_\_\_  
CONTRACTOR TITLE

\_\_\_\_\_  
WITNESSED BY:

**END OF SECTION**

SECTION F  
CONTRACT



## CONTRACT

THIS AGREEMENT, made this the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **CITY OF TUPELO, MISSISSIPPI**, hereinafter called "OWNER" and \_\_\_\_\_, doing business as (an Individual), (a partnership), (a Corporation), or (a Limited Liability Company) hereinafter called "CONTRACTOR".

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

1. The CONTRACTOR will commence and complete the construction of **Coley Road Curb & Gutter (McCullough Blvd to Ridgeway Drive)** hereinafter called "PROJECT".
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the PROJECT within **90** calendar days, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS, and comply with the terms therein for the sum of \$ \_\_\_\_\_ or as shown in the BID Schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - a) This Agreement
  - b) Advertisement for Bids
  - c) Instruction to Bidders
  - d) General Conditions of Work dated January 27, 2025
  - e) Signed Copy of Proposal Form and Bidder's Certificate
  - f) Executed Bidder's Agreement
  - g) Executed Non-Collusion Form and Compliance statements
  - h) Technical Specifications

- i) SPECIFICATIONS issued by TUPELO DEPARTMENT OF PUBLIC WORKS dated January 27, 2025
  - j) ADDENDA:  
No. \_\_\_\_\_ Dated \_\_\_\_\_ and No. \_\_\_\_\_ Dated \_\_\_\_\_
  - k) All federal government conditions, specifications, regulations, and requirements bound herein.
6. The CONTRACTOR agrees to abide by the following consequences for failure to complete the project within the time specified in the Contract Documents:
- a) LIQUIDATED DAMAGES – CONTRACTOR shall pay to OWNER for each and every calendar day that he shall be in default in attaining Completion of the Work of an individual work order the sum of \$200.00 as LIQUIDATED DAMAGES. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$200.00 for each calendar day that he shall be in default in completing the Work per the terms set forth by the Contract Documents. Since the OWNER’S losses are due to the CONTRACTOR’S delay and are not readily ascertainable, the amount provided herein for liquidated damages constitutes agreed damages and not a penalty.
  - b) INDEMNIFICATION – In addition to payment of the above liquidated damages, CONTRACTOR shall fully indemnify and hold harmless the OWNER, the ENGINEER, and their officers, personnel, and agents from and against:
    - 1) any and all fines, civil penalties, and assessments levied by the State of Mississippi Office of Pollution Control, State of Mississippi Bureau of Environmental Health, or any federal or state court for failure to meet, perform, or comply with any part of the time schedule as defined in the Contract Documents, and
    - 2) any and all claims, damages, losses, expenses, liabilities, actions, judgments, and decrees of any and every nature whatsoever in any manner caused by, resulting from, or arising out of such failure.

- c) RIGHT OF SET OFF – The OWNER, in addition to its other remedies under this Contract and in law and in equity, may deduct from monies which become due the CONTRACTOR under this Contract any unpaid amounts which become to or for the OWNER under any of the foregoing provisions.
7. The OWNER will pay to the CONTRACTOR in the manner and at such times set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS. The OWNER shall retain ten percent (10%) of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS unless otherwise mutually agreed.
  8. The CONTRACTOR agrees to allow the Owner or any duly authorized representative thereof, access to books, documents, papers, and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this CONTRACT, for the purpose of making audits, examinations, excerpts, and transcriptions, and CONTRACTOR agrees to insert an identical access to records clause into all subcontracts.
  9. The CONTRACTOR shall be held responsible for forfeiture of monies in the event that an audit indicates his failure to keep adequate records, including change orders, force accounts, and payroll records.
  10. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in 3 copies each of which shall be deemed an original on the date first above written.

CITY OF TUPELO, MISSISSIPPI

BY: \_\_\_\_\_

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

TITLE: Mayor

ATTEST:

BY: \_\_\_\_\_

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

TITLE: City Clerk

(SEAL)

CONTRACTOR

BY: \_\_\_\_\_

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

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

ATTEST:

BY: \_\_\_\_\_

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

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

(SEAL)

**END OF SECTION**

SECTION G

TECHNICAL SPECIFICATIONS

SECTION G – TECHNICAL SPECIFICATIONS  
Coley Road Curb & Gutter (McCullough Blvd to Ridgeway Drive)

Table of Contents

1) General Construction Notes	GC-1
2) Technical Specifications for MDOT Standard Specifications	TS-1

## **GENERAL CONSTRUCTION NOTES**

- 1) Existing utility locations shall not be provided by the Owner. If required to meet local, state, and federal laws for digging/excavation and/or related work, the Contractor shall be responsible for the coordination of the location (horizontal and vertical) of existing utilities (power, telephone, cable, gas, water, sewer, etc.) with the appropriate utility company before construction begins. The Contractor shall be responsible for calling in the Mississippi 811 service to have utilities located in accordance with local and state laws.
- 2) Utility or service lines encountered during construction shall be protected by the Contractor and repairs necessary due to damage to same by the Contractor shall be at no additional cost to the Owner.
- 3) The Contractor shall be responsible for verifying horizontal and vertical clearances on any utility service crossings before installation of any improvements related to this project or individual work orders/directives provided to the contractor by the Owner.
- 4) The Owner shall provide temporary and permanent grassing following the Contractor's improvements where existing vegetation was removed or disturbed during construction and not required to be improved with pavement, granular material, etc.
- 5) The Owner shall be responsible for completing all sampling and testing of materials as required by the specifications. The Contractor shall coordinate with the Engineer prior to any improvements that require testing such that the applicable materials testing may be provided in conjunction with the proposed work completed by the Contractor.
- 6) If necessary, control staking and/or detailed construction staking will be provided by the Owner at no cost to the Contractor.
- 7) The Contractor shall provide and implement the necessary temporary traffic control measures for all work completed as part of this contract, including signage, barricades, flaggers, personnel, etc. All temporary traffic control measures shall be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) and related MDOT Standard Roadway Design Drawings.
- 8) The Contractor shall utilize the detail; for HDPE Pipe Trench Installation included as an attachment to the Contract Documents for all HDPE drain pipe installation and shall utilize MDOT Roadway Design Standard Detail Drawings (2017) for requirements related to the installation of inlets, pipes, flared end sections, concrete, driveways, driveway aprons, sidewalks, sidewalk ramps, curb and gutter, etc. This shall include, but is not limited to, standard drawings for Pavements (Sheet No's 6001-6011); Erosion Control (Sheet No's 6101-6131); Protective Barriers (Sheet No's 6201-6233); Traffic Control Plans (Sheet No's 6351-6367); Miscellaneous Roadway Details (Sheet No's 6401-6428); and Drainage (Sheet No's 6501-6539). MDOT Roadway Design Standard Drawings may be obtained on the MDOT Website or may be provided by the Engineer upon request by the Contractor.

**END OF SECTION**

## **TECHNICAL SPECIFICATIONS**

### **TECHNICAL PROVISIONS FOR MDOT STANDARD SPECIFICATIONS**

#### **PART 1-GENERAL**

- A. For any work provided under the contract pertaining to grading, drainage, paving, driveways, curb & gutter, granular material, utilities, erosion control, etc. included in the general requirements for the project, the Contractor shall utilize the applicable requirements per the Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition, (also referenced as MDOT Standard Specifications) unless a separate technical specification is provided for a specific item. In cases where the separate technical specification may be different than the MDOT Standard Specifications, the contractor may utilize the MDOT Standard Specifications if approved in writing by the Engineer.
- B. The Contractor shall perform the work for all specified items under the Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition, except where superseded by Special Provisions, Supplements to Special Provisions, or amended by revisions of the Specifications contained within the Contract Documents.
- C. The Contractor shall perform the work for all specified items under Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition, and the most current Special Provisions and/or Amendments. The Contractor shall be responsible for ensuring that the most current Special Provisions are utilized and that any Special Provisions and/or Supplements to Special Provisions are complied with for all materials specified in accordance with the MDOT Standard Specifications, 2017 Edition, whether included herein or not.
- D. Where applicable, the Contractor shall be required to provide materials, work, etc. in accordance with MDOT Roadway Design Standard Drawings and related details for the fabrication, installation and materials, especially pertaining to drainage pipe, drainage structures, traffic control, erosion control, etc.

#### **PART 2 – MDOT SPECIFICATION ITEMS**

- A. Removal Items
- B. Excavation
- C. Granular Materials
- D. Concrete
- E. Asphalt
- F. Drainage Structures
- G. Drainage Pipe
- H. Traffic Control / Temporary Signage
- I. Erosion Control (i.e. Silt Fence, Wattles, etc.)

**END OF SECTION**