

CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR

BID NO. 2026-004PW LOCAL
STREET MAINTENANCE MILL &
OVERLAY PROGRAM 2026
ANNUAL BID
City of Tupelo, MS



February 2026

CONTRACT DOCUMENTS AND SPECIFICATIONS FOR
CITY OF TUPELO, MISSISSIPPI

LOCAL STREET MAINTENANCE
MILL & OVERLAY PROGRAM- 2026 ANNUAL BID BID
NO. 2026-004PW

TABLE OF CONTENTS

SECTION A.	ADVERTISEMENT FOR BIDS	SECTION B.	INFORMATION FOR BIDDERS	SECTION C.	GENERAL CONDITIONS OF WORK	SECTION D.	BID FORM AND BIDDERS CERTIFICATES
SECTION E.	BID BOND						
SECTION F.	CONTRACT						
SECTION G.	PERFORMANCE AND PAYMENT BOND						
SECTION H.	PAY AND ESTIMATE SHEETS	SECTION I.	NSPE GENERAL CONDITIONS				
SECTION J.	PROJECT SUPPLEMENTAL GENERAL CONDITIONS						
	J.1 Project Special Conditions						
	J.2 Instructions for Bonds						
	J.3 Special Provisions						
	J.4 Insurance Requirements						
	J.5 Shop Drawings, Product Data and Samples						
	J.6 Record Documents						
	J.7 Contract Closeout						
	J.8 Schedule of Values Lump Sum Bid Items						
SECTION K.	TECHNICAL SPECIFICATIONS						
APPENDIX	PRIMARY LIST OF STREETS						

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 February 24, 2026**, at the Purchasing Office, City Hall 1st 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 "**LOCAL STREET MAINTENANCE MILL & OVERLAY PROGRAM – 2026 ANNUAL BID**", Bid No. 2026-004PW, 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.

Bids are related to the construction of roadway related projects to include cold milling, asphalt pavement overlay, traffic striping and related 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 milling of existing asphalt roadways and the overlay of existing local streets as defined by the Owner as specified in the Contract Documents. 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.

All work for streets on the Primary Street List shall be completed by January 31, 2027. A Pre-Bid Conference will be held at 1:30 PM local time on Thursday, February 12, 2026, at the Tupelo Public Works Department located at 604 Crossover Road in Tupelo, Mississippi. It shall be **MANDATORY** for each Bidder to have a minimum of one (1) representative at this meeting in order to be eligible to submit a bid for this project. This 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 for each prospective bidder. 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. Should a bidder choose to submit a bid electronically in place of a sealed bid, it may be submitted at 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

Kim Hanna, City Clerk

Publish Dates: 01/23/2026 and 01/30/2026 in the NE Mississippi Daily Journal

SECTION B
INFORMATION FOR BIDDERS

SECTION B-INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids:

- A. A Pre-Bid Conference will be held at 1:30 PM local time on **February 12, 2026**, at the Tupelo Public Works Department located at 604 Crossover Road in Tupelo, Mississippi. It shall be MANDATORY for each Bidder to have a minimum of one (1) representative at this meeting in order to be eligible to submit a bid for this project. This 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 for each prospective bidder. Failure to meet these conditions shall prohibit the Bidder from submitting an eligible bid, and such bids will not be accepted by the Owner.
- B. Bids will be received by the City of Tupelo no later than 10:00 AM local time on **February 24, 2026** via the methods specified in SECTION A – Advertisement, which is bound herewith and per the requirements set forth herein.

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. 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. Bids may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Bids received after the time and date specified shall not be considered.
- D. Submit bids (**in duplicate**) in an opaque sealed envelope marked in the lower left hand corner as follows:
- E.
 - i) Bid for construction of: Bid No. 2026-004PW: "LOCAL STREET MAINTENANCE MILL & OVERLAY PROGRAM – 2026 ANNUAL BID."
 - ii) Certificate of Responsibility No. 95
 - iii) Submitted to City of Tupelo
ATTN: Kim Hanna
Purchasing Office, City Hall, 1st Floor 71E Troy Street
Tupelo, MS 38804
- F. Any addenda issued during the bidding shall be noted on the Bid Form and shall become a part of the executed Contract.

3. Method of Bidding:

- A. The Bid will consist of a base bid amount in accordance with the totals per various items and schedules of the project Bid Form with various additive and/or deductive alternatives.
- B. The **CITY OF TUPELO** reserves the right to reject any or all bids and to waive any or all informalities.
- C. The **CITY OF TUPELO** reserves the right to award the base bid and any additive or deductive alternatives which are in the best interest of the City.

4. Addenda and Interpretations

- A. Should a BIDDER find discrepancies in, or omissions from, the drawings or specifications or should they be in doubt as to their written meaning, should at once notify the ENGINEER, who will send a written instruction or interpretation to all known holders of the documents. The ENGINEER will not be responsible for any oral instructions.
- B. Addenda to specifications or drawings that may be issued before or during the time of bidding shall be included in the bid form and will become part of the Contract.

5. Certificate of Responsibility Number:

- A. Each CONTRACTOR submitting a bid must show on the face of the envelope containing the bid their State of Mississippi Certificate of Responsibility Number unless there appears a statement on the face of the envelope that the enclosed bid does not exceed \$50,000.00 with respect to public projects or \$100,000.00 with respect to private projects.
- B. No bids will be accepted, opened, or considered unless the above information is given as specified.**
- C. Sufficient evidence that said Certificate of Responsibility Number has been issued and is in effect at the time of receiving bids and that BIDDER'S Certificate of Responsibility work classification(s) qualifies them to perform the type(s) of work required for this project, must be submitted when required by OWNER or ENGINEER.

6. Notice to Nonresident Bidders:

- A. A nonresident BIDDER domiciled in a state having laws granting preference to local contractors shall be awarded Mississippi public contracts only on the same basis as the nonresident BIDDER'S state awards contracts to Mississippi contractors bidding under similar circumstances; and resident contractors actually domiciled in Mississippi, be they corporate, individuals or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident. This preference, if it is a percentage of the bid or other monetary amount, is not to be added to the nonresident BIDDER'S bid by the nonresident BIDDER. The ENGINEER will add a line to the bid tabulation report that shows the amount of the nonresident BIDDER premium when the bids are tabulated for the sole purpose of determining the order of the BIDDERS.

- B. When a nonresident CONTRACTOR submits a bid for a public project, he shall attach thereto a copy of his resident state's current bid law pertaining to such state's treatment of nonresident CONTRACTORS.
 - C. Nonresident BIDDERS Certificate: CONTRACTOR must complete the Nonresident BIDDERS Certificate included in the Contract Documents (Section C) and submit same as part of their bid.
 - D. As used in this section, the term "resident contractors" includes a nonresident person, firm, or corporation that has been qualified to do business in this state and has maintained a permanent full-time office in the State of Mississippi for two (2) years prior to January 1, 1986, and the subsidiaries and affiliates of such a person, firm, or corporation.
7. **Bid Security:** Each bid must be accompanied by a certified check of the BIDDER, or a Bid Bond prepared on the form of a bid bond as included herein, duly executed by the BIDDER as principal and having as surety thereon a surety company licensed by the State of Mississippi and signed by an agent resident in Mississippi, **in the amount of five percent (5%) of the base bid.**
8. **Liquidated Damages for Failure to Enter into Contract:** The successful BIDDER, upon their failure or refusal to execute and deliver the contract and bonds required within the **ten (10) days** after they have received the contract for execution, shall forfeit to the OWNER, as liquidated damages, the bid security deposited with their bid.
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9. **Security for Faithful Performance:** Simultaneously with their delivery of the executed Contract, the CONTRACTOR shall furnish Contract Performance and Payment Bonds in the full amount of the Contract for the payment of all persons performing labor on this Contract and for furnishing all materials in connection with this Contract. The surety on such Bond or Bonds shall be a duly authorized Surety Company doing business in the State of Mississippi.
10. **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.
11. **Condition of Work:** Each BIDDER shall visit the site and inform themselves fully of the conditions at the site relating to the completion of the Project. Failure to do so will not relieve a successful BIDDER of their obligation to furnish all materials and labor necessary to carry out the provisions of the contract.
12. **Obligation of Bidder:** At the time of the opening of the bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Drawings, Specifications, and Contract Documents (including addenda issued, if any).

- 13. Time of Completion:** Bidder must agree to commence work on or before the date specified in a written "Notice to Proceed" from the OWNER and to fully complete the Project within the number of consecutive calendar days as set forth in these Contract Documents.
- 14. Proposal Guarantees:** Proposal guarantees will be returned to the unsuccessful BIDDERS as soon as a Contract has been awarded and to the successful BIDDER after they have executed the Contract and have furnished Contract Performance and Payment Bonds and Certificates of Insurance as required.
- 15. Non-Collusion Affidavit:** CONTRACTOR must complete **(in duplicate)** the non-collusion affidavits included in the Contract Documents (Section C) and submit same as part of their bid.
FAILURE TO DO SO WILL DISQUALIFY THEIR BID.
- 16. Interpretations:** No oral interpretation made to any BIDDER as to the meaning of the Drawings and Specifications or Contract Documents shall be considered an effective modification of the provisions of the Contract Documents. Written and oral requests for interpretation of the Drawings and Specifications shall be submitted to the ENGINEER for a formal decision which will be given in writing to all Drawing and Specification holders.
- 17. 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.**
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- 18. Qualifications of Subcontractors, Material and Equipment Suppliers:**
- A. Within ten (10) working days after award of contract, the CONTRACTOR will submit to the OWNER and ENGINEER for acceptance, a list of names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of materials and equipment) proposed for those portions of the Work as to which identity of the Subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person, or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person, or organization on the list within thirty (30) working days of receipt shall constitute an acceptance of such Subcontractor, person, or organization but shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject any Work, Material, or Equipment that is not in conformance with the requirements of the Contract Documents.
- B. The CONTRACTOR will not employ any Subcontractor, other person or organization, whether initially or as a substitute, against whom the OWNER or the ENGINEER may have reasonable objection, nor will the CONTRACTOR be required to employ a Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 69453-CHU-26-66

Bid Bond

CONTRACTOR:

(Name, legal status and address)

APAC - Mississippi, Inc.

P. O. Box 24508
Jackson, MS 39225

OWNER:

(Name, legal status and address)

City of Tupelo, MS
71 E. Troy St.
Tupelo, MS 38804

SURETY:

(Name, legal status and principal place of business)

Federal Insurance Company
202B Hall's Mill Road
Whitehouse Station, NJ 08889-3454
State of Inc: Indiana

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Local Street Maintenance Mill & Overlay Program 2026 Annual Bid - Bid No. 2026-004PW

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17th day of February, 2026

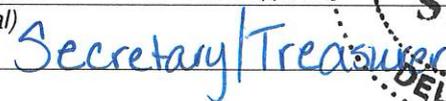
(Witness)



(Principal)

APAC - Mississippi, Inc.

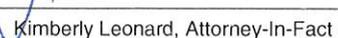
(Title)



(Surety)

Federal Insurance Company

(Title)


Kimberly Leonard, Attorney-In-Fact

(Witness) Rita Alfano, Surety Witness





Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Delaware corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint

Kimberly Leonard

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 19th day of July, 2024.

Rupert HD Swindells signature

Rupert HD Swindells, Assistant Secretary

Warren Eichhorn signature

Warren Eichhorn, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 19th day of July, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

Albert Contursi signature
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this February 17, 2026



Rupert HD Swindells signature

Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

- C. The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any obligation on the part of the OWNER or ENGINEER to pay or to see to the payment of monies due Subcontractors or other persons or organizations, except as may otherwise be required by law. OWNER or ENGINEER may furnish to Subcontractors or other persons or organizations, to the extent practicable, evidence of amounts paid to the CONTRACTOR on account of specific Work done in accordance with the schedule of values.
- D. The divisions and sections of the Specifications and the identifications of Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by specific trades.
- E. The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.
- F. All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.
- G. The CONTRACTOR shall be responsible for the coordination of the trades and Subcontractors engaged in the Work.
- i. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTOR the same power as regards terminating subcontracts that the OWNER may exercise over the CONTRACTOR under provisions of the Contract Documents.
 - ii. The OWNER or ENGINEER will not undertake to settle differences between the CONTRACTOR and his Subcontractors or between Subcontractors.
 - iii. If in the opinion of the ENGINEER, a Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when the CONTRACTOR is so directed in writing.

temporarily after the completion of an individual street (not allowed while milling and/or overlay work for an individual street is incomplete). No delays in the work shall be allowed while in the middle of an individual street unless site conditions prevent work from being completed or within the following limits: overlays shall be initiated within 10 days of the completion of cold milling on each street; temporary striping, if required by the Owner, shall be installed within 3 days of the completion of overlay activities; permanent striping, if required by the Owner, shall be installed within 21 days of the completion of overlay activities.

24. **Liquidated Damages based on Performance:** The City of Tupelo Public Works Department shall issue a Primary Street List to the Contractor for specific milling and overlay improvements to be completed in compliance with the General Conditions of Work. The Contractor shall be given reasonable time to coordinate and begin the work as defined by the Primary Work Period. Once the construction activities are commenced by the Contractor, the work shall be completed in full during the defined Contract Period and shall be in accordance with the Performance Requirements defined in Paragraph 25 herein. The Bidder/Contractor agrees to pay Liquidated Damages in the amount of \$300.00 per day should the roadways defined on the Primary Street List not be completed by the end of the Contract time as defined in the Executed Contract.

In addition, should the Contractor not meet the Performance requirements set forth in Paragraph 25 above, the Bidder/Contractor agrees to pay Liquidated Damages in the amount of \$300 per each day that work is not completed on the Project site until such time as the work is resumed unless such absence is necessary and coordinated with and approved by the Public Works Director. There are multiple construction activities required (i.e. milling, overlay, striping) in order to fully complete the work. As a result, no damages will be charged to the contractor for coordination between these separate activities. Once the milling is completed, the Contractor shall have 10 days to begin the overlay portion of the project. Temporary striping, if required by the Owner, shall be installed within 3 days of the completion of overlay activities. Permanent striping, if required by the Owner, shall be installed within 21 days of the completion of overlay activities. Other than these exceptions and limitations resulting from weather conditions, the Contractor agrees that the City will apply Liquidated Damages in the amount of \$300.00 per day for failure to perform the work in a manner that facilitates the timely completion of each individual street included on the Primary Street List.

25. **Primary Street List:** The City of Tupelo Public Works Department has published a Primary Street List to define the roadways that are to be milled and overlaid as part of this Project. The Primary Street List is included in the Contract Documents as part of Section C – Scope of Work. The Public Works Department, upon issuance of the Notice to Proceed to the Contractor, may prioritize the order of work in which streets should be completed by the Contractor.

26. **Contract Award:** Award of Contract, if made, shall be within **30 days** of Receipt of Bids.

27. **Issuance of "Notice to Proceed"**: If the Contract is awarded, the OWNER will issue the "Notice to Proceed" with an effective date no later than March 18, 2026. The Contractor may request that the Notice to Proceed be issued by the OWNER prior to this date and, if agreed to by the Public Works Director, the Notice to Proceed may be issued with an effective date as requested by the CONTRACTOR. The only potential variable in approving a Notice to Proceed date outside of the timeframe defined herein shall be the consideration of potential impacts of weather to the proposed types of work that are associated with this Project. If warranted, the Engineer may delay the Notice to Proceed date beyond March 18, 2026, in order to derive more favorable conditions for the proposed roadway work.
28. **Payment / Pay Requests**: Pay Periods for this project will be monthly based on calendar months. The contractor shall utilize the formats provided for submitting pay estimates / applications as represented by the forms included in Section H – Standard Pay Estimate Sheets. Additional Information may be provided by the Contractor, if necessary, or as requested by the Owner or Engineer. But no pay estimate / application will be considered for payment unless the included pay estimate sheets are completed and provided as part of the pay request package. The specifications allow for adjustments to asphalt prices based on the included formulas that may be adjusted up or down based on changes in the Liquid Asphalt Cement Index price over the course of the project. As such, the Contractor shall submit any adjustments, including either increases or decreases, on a monthly basis with each pay application. It is the contractor's responsibility to list the base asphalt index price at the time of the bid and the index price for the pay period for reference on each pay application and to compute any price changes based on the fuel adjustment formula. ~~No fuel adjustments, changes in prices, additional invoices/charges based on fuel adjustments, etc. shall be accepted or paid for by the Owner if the charges are not included on the Contractor's pay application for the work completed for each pay period. No fuel adjustments, changes in prices, additional invoices/charges based on fuel adjustments, etc. shall be accepted or paid for by the Owner after the final pay estimate has been submitted by the Contractor for the work completed for this project. No pay applications shall be submitted to the Owner by the Contractor following January 31, 2027, unless work is directed by the Owner and completed by the Contractor following this date. If directed by the Owner, the Contractor shall complete the work and submit a separate pay application for any work completed in monthly pay periods. Any changes in prices due to fuel adjustments, whether an increase or decrease, shall also be included on each subsequent pay application submitted by the Contractor for additional work.~~

CITY OF TUPELO – DEPARTMENT OF PUBLIC WORKS GENERAL

CONDITIONS OF WORK

DATE: January 23, 2026

SUBJECT: General Conditions / Scope of Work / Project Area

PROJECT: Local Street Maintenance Mill & Overlay Program – 2026 Annual Bid

The contract documents do not include a set of construction plans/project drawings for the proposed improvements that shall be provided to the Contractor for this Project. Any references to plans/project drawings in this section or within the Contract Documents or Technical Specifications shall be disregarded. The Scope of Work shall not supersede the Technical Specifications but shall provide a summary of the existing and proposed conditions that are included as part of the proposed project.

Generally, this contract is to provide construction work to complete roadway milling and asphalt overlay improvements on existing local streets within the City of Tupelo as directed by the Tupelo Public Works Department. This work shall include cold milling, asphalt paving, temporary striping, and shoulder work as necessary to provide a finished project in compliance with the technical specifications and the directives provided by the Owner for each individual work order.

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 providing/installing the roadway 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.

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:

PROJECT PAY ITEMS:

1. COLD MILLING: The Contractor shall provide the labor, equipment, etc. required to cold mill existing asphalt streets and intersections as required to complete the work as defined on the attached Primary Street List. Milling shall be completed in coordination with the asphalt overlay improvements included as part of this contract. The average depth for milling shall be two (2) inches but may vary based on the requirements for each street, or portion thereof as defined in the field by the Owner and/or Engineer. Excess materials shall be removed from the project site by the Contractor at no additional cost to the Owner. 250 +/- tons of milled material shall be provided to the City of Tupelo for future utilization upon request. This material shall be hauled by the Contractor and stockpiled to the existing City materials yard on Commerce Street or as directed by the Owner. All other excess materials shall be removed and disposed of by the Contractor. No separate pay will be provided for hauling, stockpiling, or disposing of milled material. If required, saw cutting shall be an absorbed item.

2. BASE REPAIR COLD MILLING (Short Run Work): The Contractor shall provide the labor, equipment, etc., required to cold mill existing asphalt streets and/or as required to mill existing dig out patch areas filled with granular material as necessary to complete base repairs and install Asphalt Base Course, 19 mm mix prior to the final surface course overlay. This pay item shall only be used in association with Short Run paving & patch work as defined in this Section for point repairs/patch work. Normal milling along curbs, gutters, transition areas, and full width street milling shall be measured and paid under the Cold Milling item on the Bid Form (Item No. 1) as required to complete the work as defined on the attached Primary Project List. Base Repair Cold Milling shall be completed in coordination with asphalt base course installation in areas defined by the Owner prior to the final overlay of each street. The average depth for milling shall be three (3) inches. Excess materials shall be removed from the project site by the Contractor at no additional cost to the Owner.
3. ASPHALT SURFACE COURSE, 9.5 MM MIX: The Contractor shall provide the materials, labor, and equipment to pave existing local roadways as directed by the Tupelo Public Works Department. The asphalt utilized for this project shall be a surface course mix provided and installed by the Contractor in accordance with the MDOT Specifications. The surface course material provided by the Contractor and placed in the field may be a 9.5 mm mix, SC-1 Type 8 Mix, or a similar equivalent mix design approved in writing by the City Engineer. The Mix design shall be submitted by the Contractor and approved by the City Engineer prior to any work on the project for the specific roadway improvements. The minimum course thickness shall be 1.5" and the maximum thickness shall be 2.5", The proposed thickness for all asphalt overlays for this Project shall be 2.0" minimum, unless otherwise directed by the Engineer for particular streets or portions thereof. The proposed asphalt surface course shall be installed within the limits of the existing roadways unless otherwise directed by the Owner.
4. ASPHALT BASE COURSE, 19 MM MIX (SHORT RUN PATCH REPAIRS): The Contractor shall provide the materials, labor, and equipment to provide point repairs/base repairs (short run repairs) on existing local roadways as directed by the Tupelo Public Works Department. The asphalt utilized for this project shall be a binder course mix provided and installed by the Contractor in accordance with the MDOT Specifications. The base course material provided by the Contractor and placed in the field may be a 19 mm mix, BB-1 Mix, or a similar equivalent mix design approved in writing by the City Engineer. The Mix design shall be submitted by the Contractor and approved by the City Engineer prior to any work on the project for the specific roadway improvements. The minimum course thickness shall be 2.0" and the maximum thickness shall be 3.0". Asphalt base course installed under this item shall be as required to repair patches, digouts, utility cuts, single lane problem areas, etc. as associated with short-run work in order to complete base repairs on existing roadways prior to the overlay with the final surface course.

5. GRANULAR MATERIAL FOR SHOULDER WORK: If required to meet the specification requirements along roadways with existing granular material shoulders, the Contractor shall install an approved clay/gravel mix, or soil/gravel mix with similar gradation and material type along existing roadway shoulders at the new edge of pavement following the asphalt overlay. The material, gradation, etc. shall be approved by the Owner prior to delivery to the site and placement in the field. Such work shall only be completed as necessary to promote safety for finished improved streets and shall not be required along most of the proposed roadways included on the Primary Street List. The Contractor shall be paid per cubic yard of material provided and placed in the field per the respective specifications. No other payment shall be made for providing and placing granular shoulder material.

6. 4" TEMPORARY TRAFFIC STRIPE, CONTINUOUS WHITE/YELLOW: If directed by the Public Works Street Department, the Contractor shall install temporary striping on local roadways following the completion of the asphalt overlay. All streets included on the primary street lists will not require temporary striping. The Contractor shall work with the Public Works Department to determine which streets shall require temporary striping and to determine the requirements for any such striping. The striping shall be installed under this pay item for all CONTINUOUS pattern temporary striping, which will include both Continuous White and Continuous Yellow. Locations for each shall be as defined by the Owner in the field. The Contractor shall be paid per LF of continuous temporary stripe installed, regardless of the color utilized.

7. 4" TEMPORARY TRAFFIC STRIPES, SKIP WHITE/YELLOW: If directed by the Public Works Street Department, the Contractor shall install temporary striping on local roadways following the completion of the asphalt overlay. All streets included on the primary street lists will not require temporary striping. The contractor shall work with the Public Works Department to determine which streets shall require temporary striping and to determine the requirements for any such striping. The striping shall be installed under this pay item for all Skip pattern temporary striping, which will include both Skip White and Skip Yellow. Locations for each shall be as defined by the Owner in the field. The Contractor shall be paid per LF of continuous temporary stripe installed, regardless of the color utilized.

The Contractor shall be required to provide these items for various types of applications to assist the Tupelo Public Works Department in the overall roadway maintenance program efforts. The work shall generally include the following:

FINAL ROADWAY MILL & OVERLAY WORK: This shall constitute the majority of the work to be performed under this Contract. Cold milling and asphalt surface course (9.5 mm mix) work shall be completed on all of the existing streets identified on the Primary Project List included at the end of this section. Cold Milling for this work shall be measured and paid for with Item No. 1 on the Bid Form and overlay work shall include asphalt surface course per Item No. 3 on the Bid Form.

BASE REPAIR MILL & PATCH WORK (SHORT RUN WORK): The Contractor shall provide work on short run areas for small sections of existing streets. This work shall include milling and overlay work related to single lanes, dig out areas, patch work, pipe-culvert/utility pipe crossings, etc. The Contractor will mill out existing asphalt or granular material from the defined base repair areas and shall replace the milled out material with asphalt base course. This work shall be identified and directed by the Tupelo Public Works Department in the field and shall only be performed by the Contractor upon the direction and approval of the Engineer and/or Street Maintenance Director. Areas shall be clearly marked and defined in the field by the Engineer prior to the commencement of milling and/or overlay activities by the Contractor. Cold Milling for short run patch work shall be measured and paid for with Item No. 2 on the Bid Form and base repair work shall include the asphalt base course per Item No. 4 on the Bid Form.

The Contractor shall erect and maintain construction signing and barricades along existing City streets as necessary to protect labor, equipment, pedestrians, vehicular traffic, etc. Traffic cones, etc., and other safety related devices, equipment, systems, etc. shall be the responsibility of the Contractor. The Owner and Engineer shall not be responsible for advising of said safety related measures, etc. nor held liable for any issues resulting from the same.

The Contractor shall install Temporary Striping as directed by the Owner. Many of the local streets on the street lists shall not require temporary striping following asphalt overlay improvements. Temporary striping shall only be installed on streets with 3 traffic lanes or more or as directed by the Tupelo Public Works Department and/or Engineer. If required, temporary striping shall be installed by the Contractor within 2 days of the completion of asphalt overlay work for each individual street.

If required, the Contractor shall be responsible for coordinating the location of existing underground utilities via the 811 locate system should any excavation be required as part of the project preparation. 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 or other 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 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 rights-of-way without the approval of 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 providing such approved permits.

The Public Works Department will provide a final Primary Street List to the contractor that will define the roadways that are to be milled and overlaid during the Primary Period of Work. The Contractor shall be required to schedule and attend a Pre-Construction Conference together with the Public Works Department prior to the Issuance of the Notice to Proceed. The primary objectives of the conference will be to review the Primary Street List and to discuss the following items: Notice to Proceed, Traffic Control, Safety, Review/Approve Asphalt Mix Design, Liquidated Damages, Secondary Work, etc. Following the Pre-Construction Conference, the Contractor will be afforded the opportunity to coordinate with the Public Works Department representative to inspect each street prior to the issuance of the Notice to Proceed. The City of Tupelo will issue the Notice to Proceed with an effective date prior to but no later than June 1, 2026, unless otherwise requested by the Contractor and approved by the Owner.

Upon issuance of the Notice to Proceed by the Owner, the Contractor will initiate the work as defined in the Contract Documents and/or as specified in the Notice to Proceed. Unless a time interval for the Contractor to pull off of the Project is approved by the owner, the Contractor shall provide a minimum of one crew (milling and/or paving) to be actively working on the Project (including streets on the Primary Street List provided by the Owner) on a daily basis. If the Contractor has other contracts for similar work with the Owner, each contract and respective requirements for milling/paving crews shall be independent of one another. A separate crew working on another contract shall not constitute the fulfillment of the performance requirements as defined herein.

The Contractor shall provide traffic control measures as required prior to completing work on any street each day. The Contractor shall work daily to complete milling and overlay work so that the work is consecutive from the beginning of each street to the end of each street unless weather does not allow. If interrupted by inclement weather, the Contractor shall be required to resume work as soon as site conditions allow. If the Contractor has questions about the site conditions being acceptable for work, the Contractor shall coordinate with the Engineer in this regard for final resolution. If required and approved by the Owner in writing, the Contractor shall be allowed to move off the project temporarily after the completion of an individual street. The suspension of work/construction activities shall not be allowed while milling and/or overlay work for an individual street has been started and remains incomplete. No delays in the work shall be allowed while in the middle of an individual street unless site conditions prevent work from being completed or within the following limits: overlays shall be initiated within 10 days of the completion of cold milling on each street; temporary striping, if required by the Owner, shall be installed within 2 days of the completion of overlay activities.

Should the Contractor complete the milling and overlay work for the streets defined on the Primary Street List and still have time remaining in the Contract, the Owner may supplement the Project List with additional streets to be improved as part of this Project. Priority of any supplemental street improvements shall be as defined by the Owner.

The Primary Street List included at the end of this Section indicates the specific milling and overlay improvements to be completed as part of this project. The Contractor shall be given reasonable time to coordinate and begin the work in accordance with the Notice to Proceed. Once the construction activities are commenced by the Contractor, the work shall be completed in full during the defined Contract Period and be in accordance with the Performance Requirements defined in the Contract Documents. The Bidder/Contractor agrees to pay Liquidated Damages in the amount of \$300.00 per day for failure to meet the required Performance Requirements and/or should the roadways defined on the Primary Street List not be completed by the end of the Contract Time as defined in the executed Contract. The Performance Requirements and related Liquidated Damages are defined in Paragraph 24-25 of Section B – Information for Bidders included in the Contract Documents.

PROJECT COORDINATION BETWEEN CONTRACTOR & OWNER/ENGINEER shall be necessary for all facets of the proposed project whether discussed within Section C or not. Some additional items for consideration by the Contractor with respect to additional coordination with the Owner and Engineer during the project that will be necessary to facilitate the work based on conditions that are necessary for the City of Tupelo and required by the Contractor for this Project. Additional Items that will require specific coordination during the Project include:

The City of Tupelo will communicate with local Railroad (RR) Companies (i.e. BNSF, CPKC) with respect to coordination of project activities and RR Inspections / personnel. The Contractor will not be required to provide RR Personnel for activities completed adjacent to local RR mainlines. However, it is the responsibility of the Contractor to coordinate with the Owner and Engineer in advance of completing any work within 100 LF of an existing RR in order to allow the Owner the opportunity to adequately coordinate with the appropriate RR Company. Any fees associated with the RR inspections, etc. shall be paid for by the Owner and shall not be the responsibility of the Contractor. The City of Tupelo has other ongoing contracts for street/roadway maintenance and related drainage improvements, etc. In some cases, the Contractor shall be required to coordinate with the Owner and Engineer to schedule work so that overall street maintenance objectives may be achieved for local streets. Such coordination may include dig outs, short run patching/paving, drainage pipe/inlets, curb & gutter, and other related work that the City may require under other project or term contracts.

ASPHALT LOAD TICKETS shall be provided by the Contractor to the Owner on a daily basis. The Contractor shall note on each load ticket in the field the actual street name that the Contractor is working on when the ticket is delivered/accepted from the truck driver. Load tickets shall be divided by individual street and provided to the Owner separated by street name. If additional work is required for a street beyond one day, then the Contractor may retain copies of tickets until such time as the particular street is completed and then shall provide the tickets separated by street within 24 hours after the completion of the street. The Engineer may request copies of load tickets at the end of each day, even if it is prior to the completion of an individual street, if preferred. The Contractor shall not submit for payment for streets and corresponding asphalt tonnages unless the tickets have been separated and submitted to the Owner for that individual street.

PAY PERIODS / PAY REQUESTS: The Contractor shall utilize the formats provided for submitting pay estimates/applications as represented by the forms included in Section H – Standard Pay Estimate Sheets. Additional information may be provided by the Contractor, if necessary, or as requested by the Owner or Engineer. No pay estimate / application will be considered for payment unless the included pay estimate sheets are completed and provided as part of the pay request package.

The specifications allow for adjustments to asphalt prices based on the included formulas that may be adjusted up or down based on changes in the Liquid Asphalt Cement Index price over the course of the project. As such, the Contractor shall submit any adjustments, including either increases or decreases, on a monthly basis with each pay application. It is the contractor's responsibility to list the base asphalt index price at the time of the bid and the index price for the pay period for reference on each pay application and to compute any price changes based on the fuel adjustment formula.

Pay periods for this project will be monthly based on calendar months. No fuel adjustments, changes in prices, additional invoices/charges based on fuel adjustments, etc. shall be accepted or paid for by the Owner if the charges are not included on the Contractor's pay application for the work completed for each pay period. No fuel adjustments, changes in prices, additional invoices/charges based on fuel adjustments, etc. shall be accepted or paid for by the Owner after the final pay estimate has been submitted by the Contractor for the work completed for this project. No pay applications shall be submitted to the Owner by the Contractor following January 31, 2027, unless work is directed by the Owner and completed by the Contractor following this date. If directed by the Owner, the Contractor shall complete the work and submit a separate pay application for any work completed in monthly pay periods. Any changes in prices due to fuel adjustments, whether an increase or decrease, shall also be included on each subsequent pay application submitted by the Contractor for additional work.

(The Primary Street List is included in the Appendix)

SECTION D
BID FORM AND BIDDERS CERTIFICATES

PROPOSAL

Proposal of APAC-Mississippi, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of DELAWARE doing business as a CORPORATION

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

"LOCAL STREET MAINTENANCE MILL & OVERLAY PROGRAM – 2026 ANNUAL BID"

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 Primary Street List Work by January 31, 2027. BIDDER further agrees to pay as liquidated damages in the sum of \$300.00 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
<u>NONE</u>	
_____	_____
_____	_____
_____	_____
_____	_____

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.

BIDDER also proposes to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than **one hundred percent (100%)** of the total of the Base Bid. These Bonds shall not only serve to guarantee the completion of the work on the BIDDERS part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

BIDDER encloses a Bid Bond or Certified Check for **5% of Base Bid Amount** DOLLARS

(\$ Five percent of Bid Amount) and hereby agrees that in case of failure to execute the contract and furnish the required Bonds within (10) days after the Receipt of Contract Forms, the amount of this Certified Check or Bid Bond will be forfeited to the OWNER, as liquidated damages arising out of his failure to execute the Contract as proposed.

It is understood that in case the BIDDER is awarded the work, the Certified Check or Bid Bond submitted as bid Security will be returned as stipulated in the Specifications.

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.

Inspection trips for prospective BIDDERS will be coordinated through OWNER prior to submission of proposal.

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 item 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.

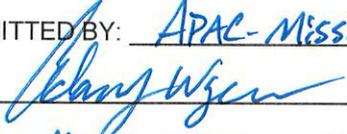
(SEE FOLLOWING SHEET FOR BID ITEMS)

**SECTION D – BID FORM
 TUPELO PUBLIC WORKS BID NO. 2026-004PW
 LOCAL STREET MAINTENANCE
 MILL & OVERLAY PROGRAM – 2026 ANNUAL BID
 FEBRUARY 2026**

ITEM #	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
1.	Cold Milling, All Depth	SY	278,690	\$4.70	\$1,309,843.00
2.	Base Repair Cold Milling (Short Run Work)	SY	1	\$425.00	\$425.00
3.	Asphalt Surface Course, 9.5mm mix	TON	31,980	\$178.00	\$5,692,440.00
4.	Asphalt Base Course, 19mm Mix (Short Run Paving)	TON	1	\$510.00	\$510.00
5.	Granular Shoulder Material, In Place	CY	1	\$350.00	\$350.00
6.	4" Temporary Traffic Stripe, Cont. White/Yellow	LF	1	\$3.00	\$3.00
7.	4" Temporary Traffic Stripe, Skip White/Yellow	LF	1	\$3.00	\$3.00
GRAND TOTAL (ALL ITEMS)					\$7,003,574.00

NOTE: QUANTITIES REPRESENTED HEREIN ARE NOT NECESSARILY ACTUAL QUANTITIES, BUT ARE BASED ON PROPOSED PROJECT CONDITIONS. THE TEMPORARY STRIPING QUANTITIES WILL VARY BASED ON CONDITIONS IN THE FIELD. THE QUANTITIES INCLUDED ON THE BID FORM FOR THE TEMPORARY STRIPING PAY ITEMS ARE PROVIDED IN ORDER TO ESTABLISH A UNIT PRICE FOR THE TERM BID WORK. THE CONTRACTOR AGREES TO PROVIDE ALL PAY ITEMS AS DIRECTED IN THE FIELD FOR THE UNIT PRICES INCLUDED ON THE BID FORM.

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE, GENERAL CONDITIONS OF WORK AND CONTRACT DOCUMENTS FOR THE REFERENCED BID, THE UNDERSIGNED DOES HEREBY AGREE TO FURNISH THE DEFINED MATERIALS, SUPPLIES, AND SERVICES TO THE CITY OF TUPELO, MISSISSIPPI FOR THE PRICES AS SPECIFIED HEREIN, BIDDER AGREES TO SPECIFIED PRICES TO BE PROVIDED TO THE CITY UNTIL THE END OF THE PROJECT. FURTHERMORE, BIDDER AGREES TO ALL TERMS & CONDITIONS AS DEFINED IN THE CONTRACT DOCUMENTS FOR THIS PROJECT.

RESPECTFULLY SUBMITTED BY: APAC-Mississippi, Inc.
 SIGNATURE: 
 NAME AND TITLE: ADAM WYERS - ESTIMATOR
 ADDRESS: 101 RIVERVIEW DRIVE
RICHMOND, MS 39218
 PHONE NUMBER: 601-376-4000

CORPORATE CERTIFICATE

(To Be Executed If Bidder Is A Corporation)

I, ERIC PHYFER certify that I am the Secretary of the Corporation named as Contractor in the foregoing proposal; that ADAM WYERS who signed said Proposal on behalf of the Contractor, was then ESTIMATOR 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: ERIC PHYFER

Title: SECRETARY

Signature: 

Date: FEB. 24, 2026

(CORPORATE SEAL.)

PARTNERSHIP CERTIFICATE

(To Be Executed If Bidder Is A Partnership)

STATE OF _____)

) ss:

COUNTY OF _____)

On this _____ day of _____, 2026, 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: _____

NONRESIDENT BIDDER CERTIFICATE

(to be executed if BIDDER is a nonresident)

I, _____, hereby certify that the CONTRACTOR
_____, is domiciled in the State of _____ And

(check and complete one)

attached is a copy of the State of _____'s current law pertaining to the treatment of nonresident CONTRACTORS. Paragraph _____, page _____ of said law grants resident CONTRACTORS a _____ percent preference over nonresident CONTRACTORS for similar projects.

the State of _____ has no current law pertaining to the treatment of nonresident contractors.

I claim "resident contractor" status based upon having been qualified to do business in this state and having maintained a permanent full-time office in the State of Mississippi for two (2) years prior to January 1, 1986. Proof of such claim must be submitted and approved before Contract is signed.

Signature: _____ Title: _____

(SEAL)

Sworn before me this _____ day of _____, 2026

_____, Notary Public My

commission expires _____

NON-COLLUSION AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE) STATE
OF MISSISSIPPI COUNTY OF ____

I, Adam WYERS
(name of person signing affidavit)

Individually, and in my capacity as ESTIMATOR
(title)

of APAC-Mississippi, Inc
(name of firm, partnership, limited liability company, or corporation.)

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

- a. That APAC-Mississippi, Inc Bidder on the **Local Street Maintenance Mill & Overlay Program – 2026 Annual Bid** 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: *Adam WYERS*

Title: ESTIMATOR

(SEAL)

Sworn before me this 24th day of FEBRUARY 2026

Melissa Baumgardner



My commission expires _____

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

NON-COLLUSION AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE) STATE
OF MISSISSIPPI COUNTY OF _____

I, ADAM WYERS
(name of person signing affidavit)

Individually, and in my capacity as ESTIMATOR
(title)

of APAC-Mississippi, Inc.
(name of firm, partnership, limited liability company, or corporation.)

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

- c. That APAC-Mississippi, Inc. Bidder on the **Local Street Maintenance Mill & Overlay Program – 2026 Annual Bid** 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: *Adam Wyers*

Title: ESTIMATOR

(SEAL)

Sworn before me this 24th day of FEBRUARY, 2026

Melissa Baumgardner



My commission expires _____

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

SECTION E BID
BOND

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called "Principal",
(Corporation, Partnership, Limited Liability Company or Individual)

_____ hereinafter called "Surety",
(Name of Surety)

Are held and firmly bound unto TUPELO, MS, hereinafter called "OWNER" in the penal sum of 5% of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. Signed, this the day of ____, 2026. The condition of the above obligation is such that whereas the Principal has submitted to the CITY OF TUPELO a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of improvements defined " **Local Street Maintenance Mill & Overlay Program – 2026 Annual Bid**"

NOW, THEREFORE,

- (a) If said BID shall be rejected, or,
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract on the Contract form as attached hereto (properly completed in accordance with said BID) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection herewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates, and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these present to be signed by their officers, this day and year first set forth above.

Principal

Surety

By: _____

By: _____

IMPORTANT Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 750 as amended) and be authorized to transact business in the state where the project is located.

SECTION F
CONTRACT

CONTRACT

THIS AGREEMENT, made this the ____ day of _____, 2026, 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 **LOCAL STREET MAINTENANCE MILL & OVERLAY PROGRAM – 2026 ANNUAL BID** 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 all work on the Primary Street List by January 31, 2027, 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) Instruction to Bidders
 - c) General Conditions of Work dated December 28, 2023
 - d) Signed Copy of Proposal Form and Bidder's Certificate
 - e) Executed Non-Collusion Form and Compliance statements
 - f) Executed Bid Bond

- g) Contract
- h) Executed Payment and Performance Bond
- i) NSPE General Conditions
- j) Special Contract Provisions
- k) SPECIFICATIONS issued by TUPELO DEPARTMENT OF PUBLIC WORKS dated December 28, 2023

l) ADDENDA:

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

- m) 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 \$300.00 as LIQUIDATED DAMAGES. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$300.00 for each calendar day that he shall be in default in completing the Work within the stipulated time as provided herein. 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 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 (5%) 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 representatives 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. Attached hereto and made a part of this Contract is a Performance and Payment Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of: (\$)

(not less than one hundred percent of Contract amount)

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: _____

ATTEST:

BY: _____

NAME: _____

TITLE: City Clerk _____

(SEAL)

CONTRACTOR

BY: _____

NAME: _____

TITLE: _____

ATTEST:

BY: _____

NAME: _____

TITLE: _____

(SEAL)

SECTION K
TECHNICAL SPECIFICATIONS

SECTION K - TECHNICAL SPECIFICATIONS CITY OF
TUPELO
LOCAL STREET MAINTENANCE MILL & OVERLAY PROGRAM 2026
ANNUAL BID

Table of Contents

1) Technical Specifications for MDOT Standard Specifications	TS-1
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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. Excavation
- B. Granular Materials
- C. Asphalt (See Section C – SOW for exceptions related to alternate mix designs)
- D. Cold Milling
- E. Traffic Control / Temporary Signage
- F. Erosion Control (i.e. Silt Fence, Wattles, etc.)

SECTION G
PERFORMANCE & PAYMENT BOND

SECTION G

PERFORMANCE AND PAYMENT BOND

CONTRACT BOND FOR _____

LOCATED IN THE COUNTY OF _____, STATE OF MISSISSIPPI,

Know all men by these presents: that we, _____
(Contractor)

(hereinafter "Principal"), a _____

residing at _____ in the State of _____

and _____
(Surety)

residing at _____ in the State of _____

authorized to do business in the State of Mississippi, under the laws thereof, as surety, are held and firmly bound unto the CITY OF TUPELO, MISSISSIPPI (hereinafter "OWNER"), in the sum of

_____ Dollars, lawful money of the United States of America, to be paid to it for which payment well and truly to be made, we bind ourselves, our heirs, administrators, successors, or assigns jointly and severally by these presents.

The conditions of this bond are such, that whereas the said Principal, has (have) entered into a contract with the OWNER, bearing the date of _____ day of _____ A.D. _____ hereto annexed, for the construction of certain project(s) in the state of Mississippi as mentioned in said contract in accordance with the Contract Documents therefor, on file in the offices of the OWNER.

Now, therefore, if the above bounden Principal in all things shall stand to and abide by and well and truly observe, do keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said contract, contained on his (their) part to be observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the material and equipment specified in said contract in strict accordance with the terms of said contract which said plans, specifications and special provisions are included in and form a part of said contract and shall maintain the said work contemplated until its final completion and acceptance as specified in the approved specifications, and save harmless said OWNER from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said principal(s), his (their) agents, servants, or employees in the performance of said work or in any manner connected therewith, and shall be liable and responsible in a civil action instituted by the OWNER at the instance of any officer of the OWNER authorized in such cases, for double the amount in money or property, the OWNER may lose or be overcharged or otherwise defrauded

of, by reason of wrongful or criminal act, if any, of the Contractor (s), his (their) agents or employees, and shall promptly pay the said agents, servants, and employees and all persons furnishing labor, material, equipment, or supplies thereof, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages, any liquidated damages which may arise prior to any termination of said principal's contract, any liquidated damages which may arise after termination of the said principal's contract due to default on the part of said principal, penalties and interest thereon, when and as the same may be due this state, or any county, municipality, board, department, commission, or political subdivision: in the course of the performance of said work and in accordance with Sections 31-5-51 et seq. Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of the OWNER, all, each and every one of the stipulations, obligations, conditions, covenants, and agreements and terms of said contract in accordance with the terms thereof and all of the expense and cost and attorney's fee that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

_____ (Contractors) Principal _____ Surety
 By _____ By _____
 Address: _____

Title: _____ (Contractor's Seal) _____ (Printed) Mississippi Agent
 _____ (Signature) Mississippi Agent
 Address: _____

 _____ (Surety Seal) Mississippi

 Insurance ID Number

SECTION J
PROJECT SUPPLEMENTAL GENERAL CONDITIONS

SECTION J.1
PROJECT SPECIAL CONDITIONS

SECTION J.1
SPECIAL CONDITIONS

1-01 GENERAL

- A. The following Special Conditions consist of special requirements which shall apply to this project and to the CONTRACTOR executing the work.
- B. The information contained in these special conditions and technical specifications shall supersede information contained in NSPE, EDA, CDBG, or SRF General Conditions if found elsewhere herein.
- C. OWNER shall furnish to CONTRACTOR up to three (3) copies (unless otherwise specified in the General Requirements) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.
- D. Protect the finished work from damage and loss resulting from carelessness or by reason of the elements and from all other causes until the entire work is completed and accepted. The work is entirely at the CONTRACTOR'S risk. The OWNER assumes no responsibility or obligation whatsoever for damage or loss to the work.
- E. At all times protect existing work and adjacent property. Correct all damage thereto caused by construction operations of the CONTRACTOR'S employees at the expense of the CONTRACTOR, and to the complete satisfaction of the OWNER and ENGINEER.
- F. **CONSTRUCTION SAFETY IS A PROJECT REQUIREMENT.** The CONTRACTOR shall be responsible for providing Safety equipment and /or methods necessary for the safe prosecution of the work by his personnel and the personnel of the sub-contractors, as well as providing safe access and site conditions to all elements of the project for the OWNER, ENGINEER, and their representatives. Such safety requirements shall meet guidelines as contained in OSHA and U.S. Department of Health and Human Services (National Institute for Occupational Safety and Health) (NIOSH) publication sections relative to the work contemplated herein.
- G. **PAYMENTS TO CONTRACTOR:** The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions, such amounts as required by the Contract Documents. The OWNER shall retain five percent (5%) of the amount of each progress payment until final completion and acceptance of all work covered by the Contract Documents unless otherwise mutually agreed.

1-02 PUBLIC SAFETY AND CONVENIENCE

- A. The CONTRACTOR shall at all times so conduct his work as to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to ensure the protection of persons and property in a manner satisfactory to the OWNER and ENGINEER.
- B. All work on existing highways, roads or streets, shall be in a manner to assure the least practicable interference with the public use of the facility. The CONTRACTOR shall use reasonable care and precaution to avoid accidents, damage, unnecessary delay or interference with traffic and provide competent flaggers when necessary to ensure maximum public safety.

1-03 CONSTRUCTION STAKES AND GRADES

- A. The ENGINEER has provided a base line from which all layout is to be done. Preservation of reference points will be the responsibility of the CONTRACTOR. The CONTRACTOR must provide all grades, stakes, string lines, and other control work necessary for completion of the project in accordance with the requirements of the Specifications and Drawings.
- B. No changes to grades will be made without the approval of the ENGINEER.**

1-04 EXISTING WATER, SEWER, ELECTRIC, GAS, AND UNDERGROUND TELEPHONE FACILITIES

- A. Existing water, sewer, gas, electricity, television cable, and buried telephone cable facilities shown on the drawings are approximate locations. The CONTRACTOR is required to ~~coordinate his work with the representative of the respective utility company and~~ protect all other adjacent structures, utilities, and work against damage or interruption of services. Damage which may result from failure of the CONTRACTOR to observe such precautions is the responsibility of the CONTRACTOR.
- B. The OWNER shall be held harmless of the cost of repairing damage to public utilities.**

1-05 UTILITIES

- A. Water, electricity, gas, or other utilities required on the site of the work by the CONTRACTOR must be arranged for by him and furnished at his expense.
- B. Required temporary utility installations are subject to the approval of the ENGINEER and are to be maintained and removed by the CONTRACTOR at his expense prior to completion of the construction work.

1-06 TEMPORARY STORAGE

- A. If materials are stored on the site of the work, each CONTRACTOR shall provide and maintain on the premises, where directed, water-tight storage sheds for the storage of materials that would be subject to damage by the weather.

1-07 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

- A. The CONTRACTOR will execute and provide to the ENGINEER at the Pre-Construction Conference a compliance statement where required.

B. Such compliance form shall be provided by the ENGINEER.

1-08 LEAD BASED PAINT

A. Use of lead based paint on the project is prohibited.

1-09 TEMPORARY TOILETS

A. Provide and maintain temporary toilets as necessary for the use of workmen. Locate toilets in locations acceptable to the OWNER.

B. Toilets shall meet requirements of the State Health Department and any local codes.

1-10 TEMPORARY JOB OFFICE FOR ENGINEER

A. None required for this Contract.

1-11 WAGE RATES

A. None required for this Contract.

1-12 PROJECT SIGN

A. None required for this Contract.

1-13 TESTING LABORATORY SERVICES

A. Scope: The CONTRACTOR will employ and pay for the services of an independent laboratory to perform specified services. Employment of a testing laboratory shall in no way relieve CONTRACTOR of his obligation to perform work in accordance with the Contract and/or Technical Specifications.

1-14 PRE-CONSTRUCTION CONFERENCE

A. Prior to commencement of construction, a pre-construction conference will be scheduled with the date, time, and location of the meeting to be established by the ENGINEER.

B. The ENGINEER will prepare an agenda and distribute advance copies to each participant. The ENGINEER will also prepare and complete the minutes of the meeting and distribute same to all participants.

C. Prior to the pre-construction conference, CONTRACTOR shall submit to ENGINEER an estimated progress schedule, in the form of a bar chart, indicating the starting and completion dates of the various stages of the Work along with anticipated earnings and a preliminary schedule of Shop Drawing submissions. The ENGINEER shall review and return this schedule or require revisions thereto within fourteen (14) days of its submittal. If there is more than one CONTRACTOR involved in a Project the responsibility for coordinating the Work of all CONTRACTORS shall be as provided in the Special Conditions. Updated Progress Schedules will be required on a monthly basis at the time of submittal of the CONTRACTOR'S monthly progress pay request.

- D. The above schedules will be reviewed during the pre-construction conference to establish procedures for handling Shop Drawings and other submissions and for processing Application for Payment, and to establish a working understanding between the parties as to the Project requirements.

- E. Present at the conference will be the OWNER or his representative, ENGINEER, Resident Project Representative, CONTRACTOR, his Superintendent, and major Subcontractors.

END OF SECTION

SECTION J.2 INSTRUCTION FOR BONDS

SECTION J.2
INSTRUCTIONS FOR BONDS

1-01 GENERAL

- A. The following instructions and requirements for Bonds shall apply to this project.

1-02 SURETY

- A. The surety on each bond must be a responsible surety company, qualified to do business in Mississippi, and shall be satisfactory to the OWNER.

1-03 NAME

- A. The name, including full legal name, and residence of each individual party to the bond shall be inserted in the body thereof, and each such party shall sign the bond with their usual signature on the line opposite the seal.

1-04 PARTNERSHIPS

- A. If the principals are partners, their individual names will appear in the body of the bond with the recital that they are partners composing a firm, naming it, and shall have all the partners of the firm execute the bond as individuals.

- B. The signature of a witness shall appear in the appropriate place, attesting to the signature of each party to the bond.

1-05 CORPORATIONS

- A. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form.
- B. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be secretary or assistant secretary according to the form attached hereto. In lieu of such certificate, there may be attached to the bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

1-06 LIMITED LIABILITY COMPANIES

- A. If the principal is a limited liability company, the name of the state under which the limited liability company is organized shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested.
- B. The bond shall be executed by a Manager of the limited liability company if managed by one or more Managers, or by a Member if managed by one or more Members. The bond shall disclose the capacity in which executed by the Member or Manager.

1-07 DATE

- A. The date shown on these bonds **must not be** prior to the date of the contract in connection with which they are given.

END OF SECTION

SECTION J.3
SPECIAL PROVISIONS

SECTION J.3
SPECIAL PROVISIONS

1-01 LOCATION AND DESCRIPTION

- a. The work required under this Contract includes the furnishing of all materials, tools, equipment, labor, and incidentals necessary for the construction of the project and all related items required by the Drawings and Specifications.
- b. The summary of work as described above is a general description of the project and responsibilities of the CONTRACTOR and in no way supersedes the specific requirements of the Contract Documents.

1-02 TEMPORARY CONTROLS

- a. The CONTRACTOR shall provide and maintain methods, equipment, and temporary construction, as necessary to provide control over environmental conditions at the construction site and adjacent areas. Physical evidence of temporary facilities shall be removed after completion of the work.
- b. Noise Control
 - i. The CONTRACTOR'S vehicles and equipment shall be such as to minimize noise to the greatest degree practical. Noise levels shall conform to the latest OSHA standards and in no case will noise levels be permitted which interfere with the work of the City or others.
- c. Water Control
 - i. The CONTRACTOR shall provide methods to control surface water and water from excavations and structures to prevent damage to the work, the site, or adjoining properties, including beaver control on-site and adjacent hereto.
 - ii. Fill, grading, and ditching shall be controlled to direct water away from excavations, pits, tunnels, and other construction areas, and to direct the runoff course so as to prevent any erosion, damage, or nuisance.
 - iii. The CONTRACTOR shall provide, operate, and maintain equipment and facilities of adequate size to control surface water.
 - iv. Drainage water shall be disposed of in a manner to prevent flooding, erosion, or other damage to any portion of the site or to adjoining areas and in conformance with all environmental requirements.
- d. Pollution Control
 - i. The CONTRACTOR shall provide methods, means, and facilities required to prevent contamination of soil, water, or atmosphere by the discharge of noxious substances from construction operations.

- ii. The CONTRACTOR shall provide equipment and personnel, perform emergency measures required to contain any spillage, and remove contaminated soils or liquids. The contaminated earth will be removed and disposed of offsite, and replaced with suitable compacted fill and topsoil at no additional cost to the OWNER.
 - iii. The CONTRACTOR shall prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams, or in sanitary or storm sewers. All sewage, oil, and refuse generated during the course of the work shall not be discharged into any watercourses adjacent to the job site.
- e. Erosion Control
- i. The CONTRACTOR shall solicit and obtain the necessary permitting related to storm water quality and erosion control as required by law based on the work being completed as part of the construction activities. If required, the CONTRACTOR shall coordinate with local, state, and/or federal agencies as necessary to obtain the needed permitting prior to the commencement of construction activities. This includes, but is not limited to, local building permits, local storm water permits, MDEQ Large Construction Notice of Intent (LCNOI) with supporting documentation (i.e. SWPPP, Erosion Control Plan, etc.), MDEQ Small Construction Notice of Intent (SCNOI) with supporting documentation (i.e. SWPPP, Erosion Control Plan, etc.) It shall be the CONTRACTOR'S responsibility to provide and maintain the necessary permitting and maintenance as related to storm water quality and erosion control prior to and during the project until final approval and closeout. If additional information is required from the OWNER and/or ENGINEER, it shall be the responsibility of the CONTRACTOR to solicit and procure the necessary information in order to solicit and procure the necessary permitting and controls for the project.
 - ii. The CONTRACTOR shall plan and execute construction and earthwork by methods to control surface drainage from cuts and fills, and form borrow and waste disposal areas, to prevent erosion and sedimentation. The areas of base soil exposure at one time shall be held to a minimum, and temporary control measures such as silt screens, berms, dikes, and drains shall be provided.
 - iii. Fills and waste areas shall be constructed by selective placement to eliminate surface silts and clays which will erode.
 - iv. The CONTRACTOR shall periodically inspect earthwork to detect any evidence of the start of erosion, and shall apply corrective measures to control erosion as required by the ENGINEER at no additional cost to the OWNER.

1-03 RECORDS

- a. The CONTRACTOR shall maintain a complete and accurate log of any control or survey work as it progresses. Upon completion of major items or upon request, the CONTRACTOR shall submit two (2) copies to the ENGINEER.

1-04 CONTRACT DRAWINGS

- a. Contract Drawings, if included for the Project, shall be issued as an attachment to and made part of the Contract Documents for the Project.

1-05 CONTRACT SPECIFICATIONS

- a. The Specifications governing the work under this Contract shall be as set forth hereinafter as Technical Specifications together with any and all addenda.

1-06 ENGINEER

- a. References in these Contract Documents to ENGINEER shall refer to the CITY ENGINEER or the CITY OF TUPELO unless otherwise specified in the Documents.

1-07 REVIEW OF THE WORK

- a. Resident Project Representatives, who are representatives of the ENGINEER, will be appointed to review materials used and work performed. The Resident Project Representatives will not be authorized to revoke, alter, enlarge, or relax the provisions of these Contract Documents, nor to delay the fulfillment of this Contract by failure to inspect materials and work with reasonable promptness. Resident Project Representatives are placed on the work to keep the ENGINEER informed as to the progress of the work and the manner in which it is being done; also to call the attention of the CONTRACTOR to nonconformity with the requirements of the Drawings and Specifications. The Resident Project Representatives will not have authority to approve or accept portions of the work, to issue instructions contrary to the Drawings, Specifications, or other parts and sections of these Contract Documents, or to act as foreman for the CONTRACTOR. ~~The Resident Project Representatives will have authority to reject defective material.~~
- b. The presence of a Resident Project Representative shall in no way lessen the responsibility of the CONTRACTOR for full compliance with the requirements of these Contract Documents.

1-08 SUGGESTIONS TO CONTRACTOR

- a. Means, process or method of work suggested by the ENGINEER or other representative of the OWNER to the CONTRACTOR, if adopted or followed by the CONTRACTOR in whole or in part, shall be used at the risk and responsibility of the CONTRACTOR, and the ENGINEER and the OWNER will assume no responsibility therefore.

1-09 CONTRACTOR'S OBLIGATIONS

- a. The CONTRACTOR shall do and perform all work and furnish supplies and materials, machinery, equipment, facilities, and means, except as herein otherwise expressly specified, necessary, or proper to perform and complete the work required by the Contract, within the time specified, in accordance with the provisions of the Contract, Specifications, Drawings, and Supplemental Drawings, and in accordance with the directions of the ENGINEER as given from time-to-time during the progress of the work. He shall furnish, erect, maintain, and remove such construction and such temporary works as may be required. The CONTRACTOR shall observe, comply with, and be subject to terms, conditions, requirements, and limitations of the Contract and Specifications, and shall do, carry on, and complete the entire work to the satisfaction of the ENGINEER and the OWNER.

- b. The CONTRACTOR shall be responsible for any state and local permits.

1-10 TIME FOR COMPLETION

- A. It is hereby understood and mutually agreed, by and between the CONTRACTOR and the OWNER, that the date of beginning and the time for completion as specified in the Contract for the work to be done hereunder are ESSENTIAL CONDITIONS of the Contract; and it is further mutually agreed that the work embraced in this Contract shall be commenced on or before a date to be specified in a written "NOTICE TO PROCEED".
- B. The CONTRACTOR agrees that said work shall be prosecuted regularly and diligently without interruption at such rate of progress as will ensure full completion thereof within the time specified.
- C. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the time for the completion of the work described herein is a reasonable time for the completion of same, taking into consideration the average climactic range and usual industrial conditions prevailing in this locality.
- D. If the said CONTRACTOR shall neglect, fail or refuse to complete the work within the time herein specified, or extension thereof granted by the OWNER, the CONTRACTOR does hereby agree, as part of consideration for the awarding of this Contract, to pay the OWNER the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract for completing the work.

1-11 SUPPLEMENTARY DRAWINGS

- A. Whenever required by the Specifications or the Drawings, as well as for all undetailed material to be fabricated and furnished by the CONTRACTOR, the CONTRACTOR shall make specialty or detailed shop drawings in amplification of the Drawings referred to in the contract before commencing the work.
- B. Six (6) copies of each drawing and necessary data shall be submitted to the ENGINEER. Each drawing or data sheet shall be clearly marked with the name of the Project, the CONTRACTOR'S name and references to applicable Specification paragraphs and Drawing sheet.
- C. After the ENGINEER has reviewed the Drawings and data, three (3) copies will be returned to the CONTRACTOR marked either (1) "Rejected", (2) "Reviewed", (3) "Furnish as Corrected", or (4) "Revise and Resubmit".

- D. Unless otherwise directed by the ENGINEER, when Drawings and data are returned marked "Furnish as Corrected", the changes shall be made as noted thereon and six (6) corrected copies furnished to the ENGINEER.
 - E. When Drawings and data are returned marked "Revise and Resubmit", the corrections shall be made as noted thereon and as instructed by the ENGINEER and six (6) corrected copies resubmitted.
 - F. The ENGINEER'S review of Drawings and data submitted by the CONTRACTOR will cover only general conformity to the Drawings and Specifications, external connections and dimensions which affect the layout. The ENGINEER'S review of Drawings marked "Reviewed" or "Furnish as Corrected" does not indicate a thorough review of all dimensions, quantities, and details of the material, equipment, device, or item shown and does not relieve the CONTRACTOR from the responsibility for errors or deviations from the Contract Requirements.
 - G. Corrections or comments made on the drawings during the ENGINEER'S review do not relieve the CONTRACTOR from compliance with the requirements of the Drawings and Specifications. Checking will be only for review of general conformance with the information given in the Contract Documents. The CONTRACTOR is responsible for: confirming and correlating quantities and dimension; selecting fabrication processes and techniques of construction; coordinating his work in a safe and satisfactory manner.
-
- H. Drawings and data, after final processing by the ENGINEER, shall become a part of the Contract Documents and the work shown or described thereby shall be performed in conformity therewith unless otherwise authorized by the OWNER or the ENGINEER.

1-12 CORRECTION OF DEFECTIVE WORK AFTER FINAL ACCEPTANCE

- A. The CONTRACTOR hereby agrees to make, at his own expense, repairs or replacements necessitated by defects in materials or workmanship, supplied under terms of this Contract, which become evident within one (1) year after the date of substantial completion. The CONTRACTOR further assumes responsibility for a similar one (1) year guarantee for work and materials provided by subcontractors or manufacturers of packaged equipment components. The effective date for the start of the guarantee or warranty period is defined as the date of substantial completion established by the ENGINEER in the certificate of Substantial Completion.

1-13 COOPERATION BETWEEN CONTRACTORS

- A. If separate contracts are let within the limits of a project, such CONTRACTORS shall arrange and conduct the performance of their work and handling of materials so as to minimize interference with work being performed by other CONTRACTORS within the limits of the same project.

SECTION J.4
INSURANCE REQUIREMENTS

**SECTION J.4
INSURANCE REQUIREMENTS**

- 1-01 All references to "OWNER" herein shall refer to the OWNER as identified in Section B (Item 1) bound herewith.
- 1-02 The CONTRACTOR shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the OWNER.
- 1-03 If a part of this Contract is sublet, the CONTRACTOR shall require each subcontractor to carry insurance of the same kinds and in like amounts as carried by the prime CONTRACTOR.
- 1-04 **Certificates of insurance shall state that thirty (30) days written notice WILL BE given to the OWNER before the policy is canceled or changed.** No CONTRACTOR or subcontractor will be allowed to start construction work on this Contract until all certificates of insurance required herein are filed and approved by the OWNER. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies. In the event the contract time exceeds one year CONTRACTOR shall submit renewal certificates for all policies 30 days prior to the expiration of the existing policy.
- 1-05 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:
- i. 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 Five Hundred Thousand Dollars (\$500,000) for each person. This policy shall include an "all states" endorsement. CONTRACTOR will secure a Waiver of Subrogation endorsement in favor of both the OWNER and ENGINEER. CONTRACTOR further agrees to maintain USL&H or other necessary Federal coverages, when applicable, to protect both CONTRACTOR and its employees.

b. CONTRACTOR'S Comprehensive Commercial General Liability Insurance, covering all operations in connection with the performance of this Contract in amounts not less than the following, and shall name OWNER and ENGINEER and its employees as additional insureds:

ii. Bodily injury liability in the amount of One Million Dollars (\$1,000,000) for each occurrence subject to that limit per accident a total (or aggregate) limit of Two Million Dollars (\$2,000,000), in the aggregate for all damages arising out of injury to or destruction of property during the policy period.

iii. The Comprehensive General Liability policies carried by both the prime and the subcontractors shall contain an endorsement to include the coverage of the following hazards:

1 Explosion, collapse, and underground property damage (XCU) to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc. caused by the CONTRACTOR'S operations.

2 The collapse of or structural injury to buildings, structures, or property on or adjacent to the OWNER'S premises caused by the CONTRACTOR'S operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.

3 ~~Contractual Liability Coverage for the "Hold Harmless" segments of the Contract Documents.~~

c. CONTRACTOR'S Contingent or Protective Liability and Property Damage:

i. 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 \$1,000,000 for each occurrence and \$2,000,000 in the aggregate. The coverage in each case shall be acceptable to the OWNER.

d. Automotive Public Liability and Property Damage:

a. The CONTRACTOR shall maintain automobile public liability insurance in the amount of not less than a combined single limit of \$1,000,000 to protect him from any and all claims arising from the use of the following:

i. CONTRACTOR'S own automobiles and trucks

ii. Hired automobiles and trucks

iii. Automobiles and trucks owned by sub-contractors

b. The aforementioned is to cover use of automobiles and trucks on and off the site of the project, and shall name OWNER and ENGINEER and its employees as additional

insureds.

e. OWNER'S Protective Liability Policy (OCP):

- a. 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 amount not less than the following:
 - i. Each occurrence in the amount of One Million Dollars (\$1,000,000) and Two Million Dollars (\$2,000,000) in the aggregate for all damages arising out of injury or destruction of property.
- f. Umbrella liability insurance with a limit of not less than One Million Dollars (\$1,000,000) providing additional coverage to the policies listed above.

g. Builder's Risk Insurance (Fire and Extended Coverage):

- a. Until the Project is completed and is accepted by the OWNER the CONTRACTOR is required to maintain Builder's Risk Insurance (fire and extended coverage) adequate to fully cover the insurable portion of the project for the benefit of the OWNER, the prime CONTRACTOR and subcontractors as their interests may appear.

1-06 Insurance Policies shall remain in effect on portions of the work which have been completed and which may or may not be occupied or utilized by the OWNER prior to the completion and acceptance of the entire work included in the Contract.

END OF SECTION

SECTION J.5
SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

SECTION J.5
SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

1-01 REQUIREMENTS INCLUDED

- a. Submit Shop Drawings, Product Data and Samples required by Contract Documents.
- b. Submit six (6) bound copies to the ENGINEER for review unless otherwise specified.

1-02 SHOP DRAWINGS

- a. Drawings shall be presented in a clear and thorough manner.
- b. Identify details by reference to sheet and detail, schedule, or item numbers shown on Contract Drawings.

1-03 PRODUCT DATA

- A. Preparation:
 - i. Clearly mark each copy to identify pertinent products.
 - ii. Show performance characteristics and capacities
 - iii. Show dimensions and clearances required.
 - iv. Show wiring or pipe diagrams and controls as necessary.
- B. Manufacturer's standard schematic drawings and diagrams:
 - i. Modify drawings and diagrams to delete information which is not applicable to the work;
 - ii. Supplement standard information specifically applicable to the work.

1-04 SAMPLES

- A. Office samples shall be adequate to clearly illustrate:
 - i. Functional characteristics of the product, with integrally related parts, and attachment devices;
 - ii. Full range of color, texture, pattern, operation, use, etc.

1-05 CONTRACTOR RESPONSIBILITIES

- A. Review Shop Drawings, Product Data and Samples prior to submission to ENGINEER.
- B. Determine and verify:
 - i. Field measurements where necessary
 - ii. Field construction criteria from drawings or manufacturer's manuals
 - iii. Catalog numbers and similar data from manufacturer
 - iv. Conformance with specifications and detailed drawings
- a. Coordinate each submittal with requirements of the Work and of the Contract Documents.
- b. Notify the ENGINEER in writing, at the time of submission, of deviations in the submittals from requirements of the Contract Documents and provide an explanation for such deviation.
- c. Begin no fabrication of items or perform items of work which requires submittals until return of submittals indicating ENGINEER'S review.

1-06 SUBMISSION REQUIREMENTS

- A. Transmission Letter and Submittals:
 - 1. Use transmittal forms acceptable to the ENGINEER.
 - 2. One copy only, with each item completed, is required for each submittal.
 - a. Submittals tendered with incomplete "Transmittal Letters" will be returned for resubmission.
 - 3. Make submittals promptly and in such sequence as to cause no delay in the work or in the work of other CONTRACTORS, should one or more CONTRACTORS be involved in a project.
- B. Number of submittals required:
 - 1. Shop Drawings: Submit the number of opaque reproductions which the Contract Documents require, but in no case less than six (6) copies. Three (3) copies will be stamped, indicating any additional requirements, and returned to the CONTRACTOR.

C. Submittals shall contain:

1. The date of submission and the dates of any previous unapproved submissions.
2. The project title and number.
3. The names of:
 - a. CONTRACTOR
 - b. Supplier
 - c. Manufacturer
4. Identification of the product or component, with reference to the applicable specification section number.
5. Field dimensions, clearly identified as such
6. Relation to adjacent or critical features of the work or materials.
7. Applicable standards, such as ASTM, AWWA, AASHTO, or Federal Specification Numbers, etc.
8. Identification from deviations from Contract Specifications
9. Identification of revisions made on resubmittals.
10. CONTRACTOR'S stamp, initialed or signed, certifying as to review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal, with requirements of the work and of Contract Documents.

1-07 RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes in the submittals required and resubmit until approved.
- B. Shop Drawings and Product Data
 1. Revise initial drawings or data, and resubmit as specified for the initial submittal.
 2. Indicate changes which have been made other than those requested by the ENGINEER.
- C. Samples: Submit new samples as required for initial submittal.

1-08 ENGINEER'S DUTIES

- A. Review submittals with reasonable promptness and in accord with project schedule.
- B. Affix stamp and initials or signature, and indicate requirements for resubmittal, or review of submittal.
- C. Return submittals to CONTRACTOR for distribution or for resubmission.

END OF SECTION

SECTION J.6
RECORD DOCUMENTS

SECTION J.6
RECORD DOCUMENTS

1-01 REQUIREMENTS INCLUDED

- A. The CONTRACTOR shall maintain, during the course of the work, and provide to the ENGINEER, upon project completion, record documents as specified herein.

1-02 MAINTENANCE OF DOCUMENTS

- A. Maintain in CONTRACTOR'S field office in clean, dry condition the following:

1. Contract Drawings
2. Specifications
3. Addenda
4. Approved Shop Drawings
5. Change Orders
6. Other Modifications of Contract. Test Records, Survey Data, Field Orders
7. All other documents pertinent to the CONTRACTOR'S Work

- B. Provide files and racks for proper storage and easy access as needed.

- C. Make documents available at all times for inspection by the ENGINEER and the OWNER.

- D. Record documents shall not be used for other purposes and shall not be removed from the field office without the ENGINEER'S approval.

1-03 MARKING SYSTEM

- A. Make changes, revisions, additions, deletions, etc. carefully and in legible form acceptable to the ENGINEER.

- B. Provide colored pencils for marking changes, revisions, additions, deletions, etc. to the record set of Contract Drawings.

- C. Do not use ink or felt tip pens for marking documents.

1-04 RECORDING

- A. Label each document "Project Record" in large red printed letters.
- B. Keep record documents current with work completed.
- C. Do not permanently conceal work until required information has been recorded on drawings.
- D. Contract Drawings: Legibly mark to record actual construction to include the following:
 - 1. Depths or heights of various elements in relation to datum.
 - 2. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements or bench marks.
 - 3. Location of internal appurtenances concealed in construction referenced to visible and accessible features of the work.
 - 4. Field changes of dimensions and details.
 - 5. Changes made by Change Order or Field Order clearly identified as such.
 - 6. Details not on original Contract Drawings.
- E. Specifications and Addenda: Legibly mark up each Section and record the following:
 - 1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
 - 2. Changes made by Change Order or Field Order clearly identified as such.
 - 3. Other matters not originally specified.
- F. Shop Drawings: Maintain as record documents and legibly annotate Drawings to record changes made after review.

1-05 SUBMITTAL

- A. At completion of project, deliver record documents to the ENGINEER.
- B. Accompany submittal with transmittal letter containing:
 - 1. Date
 - 2. Project title and number
 - 3. CONTRACTOR'S name and address
 - 4. Title and number of each record document
 - 5. Certification that each document as submitted is complete and accurate
 - 6. Signature of CONTRACTOR, or his authorized representative.
- C. Incomplete or illegible record documents will be returned to the CONTRACTOR for completion or correction.

END OF SECTION

SECTION J.7
CONTRACT CLOSEOUT

SECTION J.7
CONTRACT CLOSEOUT

1-01 REQUIREMENTS INCLUDED

- A. Comply with requirements stated in conditions of the Contract and Specifications for administrative procedures in closing out the work.
- B. CONTRACTOR shall submit all notices and certifications in a form acceptable to the ENGINEER.

1-02 SUBSTANTIAL COMPLETION

- A. When CONTRACTOR considers the work is substantially complete, he shall submit to the ENGINEER:
 - 1. Written notice that the work, or designated portion thereof, is substantially complete.
 - 2. A list of items to be completed or corrected.
- B. Within a reasonable time after receipt of such notice, an inspection will be made by the ENGINEER to determine the status of completion.
- C. Should it be determined that the work is not substantially complete:
 - 1. CONTRACTOR will be notified in writing, giving the reasons for such determination.
 - 2. CONTRACTOR shall remedy the deficiencies in the work, and send a second written notice of substantial completion.
 - 3. Work will be reinspected.
- D. When the ENGINEER concurs that the work is substantially complete, he will:
 - 1. Prepare a Certificate of Substantial Completion on an acceptable form accompanied by a list of items to be completed or corrected.
 - 2. Submit the Certificate to OWNER and CONTRACTOR for their written acceptance of responsibilities assigned to them in the Certificate.

1-03 FINAL INSPECTION

- A. When CONTRACTOR considers the work is complete, he shall submit written certifications to the ENGINEER that:
 - 1. Equipment and systems have been tested in the presence of the ENGINEER and OWNER'S representative and are fully operational.
 - 2. Work has been completed in accordance with Contract Documents and is ready for final inspection.
- B. An inspection will be made by the ENGINEER to verify status of completion with reasonable promptness after receipt of such certification.
- C. Should work be considered incomplete or defective:
 - 1. The ENGINEER will promptly notify the CONTRACTOR in writing, listing the incomplete or defective items of work.
 - 2. CONTRACTOR shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the ENGINEER that the work is complete.
 - 3. Work will be reinspected.
- D. When the work is acceptable under the contract Documents, the CONTRACTOR will be requested to deliver closeout submittals.

1-04 CONTRACTOR CLOSEOUT SUBMITTALS

- A. Evidence of compliance with requirements of governing authorities:
 - 1. Certificate of Inspection:
 - a. Mechanical: City and/or County
 - b. Electrical: City and/or County
 - c. General: City and/or County
- B. Waivers and Liens Affidavit
- C. Surety Release

- D. Labor and Material Warranty
- E. Certification Statement that material incorporated into the project meets or exceeds specification requirements of the Contract.
- F. Project record documents and drawings
- G. Operating and Maintenance Data, Instructions to OWNER'S Personnel: As specified in Contract Documents or ordered by the ENGINEER.
- H. Spare Parts and Maintenance Manuals: As specified in Contract Documents or ordered by the ENGINEER.
- I. Receipt for keys, if any, to all locks and gates.

1-05 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting to ENGINEER.
- B. Statement shall reflect all adjustments to the contract sum:
 - 1. The original contract sum
 - 2. Additions or deductions resulting from:
 - a. Previous Change Orders
 - b. Allowances
 - c. Unit Prices
 - d. Deductions for uncorrected work
 - e. Deductions for liquidated damages
 - f. Other adjustments
 - 3. Total contract sum, as adjusted
 - 4. Previous payments
 - 5. Sum remaining due
- C. Final Change Order will be prepared reflecting approved adjustments to the contract sum which were not made by previous Change Orders.

1-06 FINAL APPLICATION FOR PAYMENT

- A. CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the conditions of the Contract.
- B. No final application for payment will be processed until the Project Record Documents and Drawings have been submitted and approved.

END OF SECTION

SECTION J.8
SCHEDULE OF VALUES
LUMP SUM BID ITEMS

SECTION J.8
SCHEDULE OF VALUES
LUMP SUM BID ITEMS

1-01 The successful BIDDER, within five (5) days of the receipt of the "NOTICE OF AWARD", shall submit a SCHEDULE OF VALUES for "lump sum bid items", for OWNER'S and ENGINEER'S review. The Schedule of Values shall be an itemized list that establishes the various quantities and values or cost of each major part or component of Lump Sum Items. It shall be used as the basis for preparing progress payment applications and for use as a basis for negotiations concerning additional work or credits which may arise during the construction.

1-02 PREPARATION

- A. The Schedule shall be prepared in the form and supported by the data required herein.
- B. The Schedule shall show a breakdown of costs for labor, materials, equipment, delivery, installation, overhead, profit, and other costs used in preparation of the Bid.
- C. Costs shall be in sufficient detail to indicate a separate amount for each major component of the item listed.
- D. CONTRACTOR may include items for bonds, insurance, and temporary facilities. Bonds and insurance may be claimed on the first application of payment. Any remaining items will be included for payment at the same percentage rate as total percent of the lump sum item completion.
- E. The Schedule shall be prepared on 8 ½ inch by 11 inch white paper.
- F. Use items listed as Lump Sum on the Bid Form as basis for Schedule format and identify each item with number and description as shown on Bid Form.
- G. The sum of the individual values shown on the Schedule of Values for each item must equal the Total Price bid for that item on the Bid Form.

END OF SECTION

APPENDIX

PRIMARY STREET LIST

Local Street Maintenance Mill & Overlay Program
2026 Annual Bid

No	Street Name	B.O.P.	E.O.P.	Approx. Length (ft)	Approx. Width (ft)	Approx. CDS Dia (ft)	Approx. Mill Area (SY)	Approx. Asphalt Pavement (Tons)	NOTES
1	Lakeshire Dr			5,280	24		14,080	1616	
2	Clark Pl			500	25		1,389	159	
3	S Feemster Lake Rd10			4,730	22		11,562	1327	
4	S Feemster Lake Rd20			4,800	22		11,733	1346	
5	Mitchell Rd 10/20			7,000	24		18,667	2142	
6	Park St			2,500	27		7,500	861	
7	Summerlin			2100	26		6,067	696	
8	Hillridge Dr			600	26		1,733	199	
9	Northcrest			440	26		1,271	146	
10	Countryside Dr			750	28		2,333	268	
11	Countrywood Rd			7050	24		18,800	2157	
12	Timberlane Rd 10			3000	24		8,000	918	
13	Valley Rd			1500	22		3,667	421	
14	Lynn Cir			3015	22		7,370	846	
15	Poplarville St 26			2485	32		8,836	1014	
16	Bennett Dr			632	24		1,685	193	
17	Crabapple Dr			2385	24		6,360	730	
18	Briarwood			730	28		2,271	261	
19	Hickory Dr			575	29		1,853	213	
20	Leighton Dr			1200	29		3,867	444	
21	Remington Dr			525	28		1,633	187	
22	Ruffwood Rd			2050	28		6,378	732	
23	Whitaker Dr			1240	26		3,582	411	
24	Triangle St			910	60		6,067	696	
25	Pegram Dr			1400	24		3,733	428	
26	Brunson Dr			830	24		2,213	254	

PRIMARY STREET LIST PAGE 1 TOTALS

162,650 18,664

PRIMARY STREET LIST

Local Street Maintenance Mill & Overlay Program
2026 Annual Bid

No	Street Name	B.O.P.	E.O.P.	Approx. Length (ft)	Approx Width (ft)	Approx. CDS Dia (ft)	Approx. Mill Area (SY)	Approx. Asphalt Pavement (Tons)	NOTES
27	Council Cir			1,745	35		6786	779	
28	Crossover Rd			2,575	24		6867	788	
29	Kennedy Dr			992	28		3086	354	
30	Polk			619	28		1926	221	
31	Leake			2,738	25		7606	873	
32	Blair St			2,570	24		6,853	786	
33	Clayton			1,136	24		3,029	348	
34	Tom Watson Dr			3,100	24		8,267	949	
35	Emily St			1,575	24		4,200	482	
36	Hamm St			2675	24		7,133	819	
37	Elvis Presley Dr 20			10100	25		28,056	3,219	
38	Winfield Dr			1380	24		3,680	422	
39	Rowen Oak			1052	24		2,805	322	
40	Orleans Pl			1049	24		2,797	321	
41	Vermelle Dr			1075	26		3,106	356	
42	Wilena Cir			1275	26		3,683	423	
43	Mitchell Rd Ext			1020	36		4,080	468	
44	Nelle St			4530	24		12,080	1,386	
45									
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PRIMARY STREET LIST PAGE 2 TOTALS

116,040 13,316

PAGE 1 + PAGE 2 TOTALS

278,690 31,980