## **Contract Documents**

# Bid No. 2021-010PW TUPELO CAPITAL IMPROVEMENTS MILL & OVERLAY PROGRAM 2021 Annual Bid

Prepared:

**March 2021** 

Prepared for:

Department of Public Works City of Tupelo, Mississippi

Prepared by:



1050 N. Eason Blvd. Tupelo, MS 38804

## CONTRACT DOCUMENTS & TECHNICAL SPECIFICATIONS

#### **FOR**

#### BID No. 2021-010 PW

## TUPELO CAPITAL IMPROVEMENTS MILL & OVERLAY PROGRAM – 2021 ANNUAL BID

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#### 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 Thursday, April 15, 2021** at the Purchasing Office, City Hall 1<sup>st</sup> Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 for the furnishing of all labor and materials and for the construction of the certain Project designated as the "TUPELO CAPITAL IMPROVEMENTS MILL & OVERLAY PROGRAM – 2021 ANNUAL BID", **Bid No. 2021-010PW**, 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 <a href="https://www.tupelomsbids.com">www.tupelomsbids.com</a>.

Bids are related to the construction of roadway related projects to include cold milling, asphalt pavement overlay, temporary 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 city streets / roadways 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.

The **total** Contract Time shall not exceed **120** consecutive calendar days. A Pre-Bid Conference will be held at 10:00 AM local time on Tuesday, April 6, 2021 at the Tupelo Public Works Department located at 604 Crossover Rd. in Tupelo, Mississippi.

Contract Documents, including Drawings and Specifications, may be purchased online in hard copy or electronic format at <a href="www.tupelomsbids.com">www.tupelomsbids.com</a>. Any questions regarding purchase of bid documents from this website should be directed to Plan House at 662-407-0193.

Should a bidder choose to submit a bid electronically in place of a sealed bid, it may be submitted at <a href="https://www.tupelomsbids.com">www.tupelomsbids.com</a>. Any questions regarding 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 to waive any and all informalities.

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

CITY OF TUPELO, MISSISSIPPI

BY: s/b Traci Dillard
TRACI DILLARD, City Purchasing Clerk

Publish Dates: 03/16/2021 and 03/23/2021 in the NE Mississippi Daily Journal

#### **SECTION B – INFORMATION FOR BIDDERS**

1. **Receipt and Opening of Proposals:** See SECTION A bound herewith.

#### 2. **Bid Proposal:**

- A. Shall be made on the 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. No oral, telephonic or telegraphic proposals will be considered.
- B. BIDDERS ARE HEREBY NOTIFIED THAT ANY PROPOSAL ACCOMPANIED BY LETTERS, QUALIFYING IN ANY MANNER, THE CONDITION UNDER WHICH THE PROPOSAL IS TENDERED, WILL BE CONSIDERED AS AN IRREGULAR BID AND SHALL NOT BE CONSIDERED IN MAKING THE AWARD.
- C. May be withdrawn prior to the above scheduled time for submittal of proposals or authorized postponement thereof. Proposals received after the time and date specified shall not be considered.
- D. Submit bids (in duplicate) in an opaque sealed envelope marked as follows:
  - 1. Bid for BID NO. 2021-010PW: Tupelo Capital Improvements Mill & Overlay Program 2021 Annual Bid
  - Submitted to City of Tupelo
     Attn: Traci Dillard
     Purchasing Office, City Hall, 1<sup>st</sup> Floor
     71 E. Troy Street
     Tupelo, MS 38804
- E. Any addenda issued during the bidding shall be noted on the Proposal and shall become a part of the executed Contract.

#### 3. **Method**:

- A. The price proposal will consist of a total price amount in accordance with the subtotals bid per various items and schedules of the project Proposal Form.
- B. The CITY OF TUPELO, MISSISSIPPI reserves the right to reject any or all proposals and to waive any and all informalities.

#### 4. **General Information**:

A. The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

Bidders shall inform themselves with all pertinent City regulations/ordinances, state and federal laws, licenses and tax liability, which may in any manner, affect their bids and their fulfillment of the contract.

- B. Prices quoted on the Bid Form shall not increase during the contract term, unless otherwise noted or subject to adjustment per the Contract Documents/Specifications, and any price decrease shall be credited to the City. Prices shall include all delivery for receipt of materials and/or services at the delivery point specified by the City for each order.
- C. The quantities specified on the Bid Form are NOT necessarily the actual quantities proposed for final purchase by the City under this contract.
- 5. **Certificate of Responsibility Number**: If the bid is delivered to City Hall, the outside of the envelope shall be clearly marked with vendor, invitation number, Certificate of Responsibility Number and time and date to be opened. If the bid is submitted electronically through Central Bidding, the certificate of responsibility shall be included with the bid documents.
- 6. **Non-Collusion Affidavit**: Contractor must complete (in duplicate) the non-collusion affidavits included in the Contract Documents and submit same as part of his bid. **FAILURE TO DO SO WILL DISQUALIFY HIS BID.**
- 7. **Qualifications of Bidders**: The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject a Bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the items of Work contemplated therein.
- 8. **Insurance**: The Bidder will be required to carry the types and amounts of insurance as required by all applicable laws of the State of Mississippi for the full term of the Contract. The Contractor shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance:
  - A. Workmen's Compensation and Employer's Liability Insurance: This insurance shall protect the Contractor against all claims under applicable State Workmen's Compensation Laws. The Contractor shall also be protected and shall cause each subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workmen's Compensation law. The liability limits shall not be less than the required statutory limits for Workmen's Compensation and Employer's Liability in the amount of One Hundred Thousand Dollars (\$100,000) for each person. This policy shall include an "all states" endorsement.
  - B. Contractor's Comprehensive Public Liability and Property Damage Insurance, covering all operations in connection with the performance of this Contract in amounts not less than the following:
    - Bodily injury liability in the amount of Five Hundred Thousand Dollars (\$500,000) for each person and One Million Dollars (\$1,000,000) for each accident and

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

responsible for issuing directives, approvals, etc. to the Contractor during the construction phase of the project. The Tupelo Public Works Department shall also have other representatives that participate in the management, inspection, etc. of the Project, but the Engineer will be the primary contact for the Contractor for the duration of the Project.

- 12. **Pre-Construction Conference**: 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 Project List and to discuss the following items: Notice to Proceed, Traffic Control, Safety, Review/Approve Asphalt Mix Design, Liquidated Damages, Secondary Work, etc.
- 13. **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 June 1, 2021. The Contractor may request that the Notice to Proceed be issued prior to this date and, if agreed to by the Public Works Director, the Notice to Proceed may be issued in accordance with the agreed upon date.
- 14. **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 Primary Work Period. The bidder agrees to pay Liquidated Damages in the amount of \$200.00 per day should the roadways defined on the Final Street List not be completed by the end of the Primary Work Period.

In addition, should the Contractor leave an individual project site prior to completion of the work as defined by the Owner, the bidder agrees to pay Liquidated Damages in the amount of \$200 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. Other than these exceptions and limitations resulting from weather conditions, Liquidated Damages in the amount of \$200.00 per day shall be applied for failure to perform the work in a manner that facilitates the timely completion of each individual street included on the Primary and/or Secondary Street List.

15. **Secondary Project List**: Based on need and project funding, the City of Tupelo Public Works Department May issue a Secondary Street List to define additional roadways that are to be milled and overlaid as part of this Contract. The City reserves the right to add projects to the Secondary Project List at any time following the Primary Work Period so long as there is adequate time for the work to be completed by December 31, 2021.

#### SECTION C – SCOPE OF WORK

#### CITY OF TUPELO - DEPARTMENT OF PUBLIC WORKS

DATE: January 1 - December 31, 2021

**SUBJECT:** General Conditions of Work

PROJECT: Tupelo Capital Improvements Mill & Overlay Program – 2021 Annual Bid

The Contract Documents do not include an official set of construction plans as the proposed improvements shall be provided by the Contractor as directed by the Owner at various locations within the City of Tupelo. Any references to plans in the Contract Documents or Technical Specifications shall be disregarded.

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 rights-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:

#### **BASE BID ITEMS**

1. COLD MILLING: The Contractor shall provide the labor, equipment, etc. required to cold mill existing asphalt streets and intersections as required to the completed the work as defined on the attached Primary Project List. Milling shall include up to 130,000 SY total during the contract period and shall be completed in coordination with overlay improvements that are also included as part of this Contract. The Average depth for milling shall be two (2) inches. Excess materials shall be removed from the project site by the Contractor at no additional cost to the Owner. The may request approximately 250 +/- tons of mill material to be provided to the City of Tupelo for future utilization. If directed by the Owner, the material shall be hauled by the Contractor and stockpiled to the existing City materials yard on Commerce St. or as directed by

- the Engineer. 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. 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 9.5 mm mix, SC-1 mix design or a similar equivalent mix design approved in writing by the City Engineer, Mr. Dennis Bonds, PE. The mix design shall be submitted by the Contractor and approved by the City Engineer prior to beginning 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 inches minimum, unless otherwise approved by the Engineer. The proposed asphalt surface course shall be installed within the limits of the existing roadways unless otherwise directed by the Owner.
- 3. 4" TEMPORARY TRAFFIC STRIPE, CONT. WHITE: The Contractor shall install temporary striping on all roadways following the completion of the asphalt overlay. The contractor shall work with the Public Works Department to determine which streets shall require temporary striping and to determine the requirements for any necessary striping. The striping shall be installed in solid patterns or skip patterns as defined by the Owner. The contractor shall be paid per LF of temporary white stripe installed, regardless of the pattern utilized.
- 4. 4" TEMPORARY TRAFFIC STRIPE, CONT. YELLOW: The Contractor shall install temporary striping on all roadways following the completion of the asphalt overlay. The contractor shall work with the Public Works Department to determine which streets shall require temporary striping and to determine the requirements for any necessary striping. The striping shall be installed in solid patterns or skip patterns as defined by the Owner. The contractor shall be paid per LF of temporary white stripe installed, regardless of the pattern utilized.
- 5. GRANULAR MATERIAL FOR SHOULDER WORK: If required in order to meet the specification requirements along roadways with existing granular material shoulders (no curb & gutter), the Contractor shall install a 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 Project List at the end of this Section. 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 or placing granular shoulder material.

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 and the City and/or Engineer shall not be responsible for advising of said safety related measures, etc. nor held liable for any issues resulting from same.

The Contractor shall install Temporary Striping as directed by the Owner. Most streets shall not require temporary striping following asphalt overlay improvements. Temporary striping shall only be applied as directed by the 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.

The Contractor shall be responsible for coordinating the location of existing underground utilities via the 811 locate system if any excavation is 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, 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 Project 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 no later than June 1, 2021, unless otherwise requested and approved by the Owner.

The milling and overlay work for the roadways included on the Primary Street List shall be completed in entirety during the 120 calendar days as defined in the Contract Documents. If the Contractor completes the milling and overlay work for the streets defined on the Primary Street List and still has 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 the order of streets to be milled and/or overlaid shall be in the order as listed on the Primary Project List. 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 prior to the issuance of the Notice to Proceed. Once construction activities are commenced by the Contractor, the work shall be completed in full without interruptions other than what is typically required for mobilization, milling, paving, etc. The Contractor shall be charged Liquidated Damages in the amount of \$200.00 per day should the roadways defined on the Primary Street List not be completed by the end of the Contract Time.

Based on need and project funding, the Tupelo Public Works Department may issue a Secondary Street List to define additional roadways that are to be milled and overlaid as part of this Contract. Work on the Secondary Street List will not commence until after the Primary Work Period is complete or until the Primary Street List has been completed by the Contractor. The Public Works Department will coordinate with the Contractor to define the roadways to be milled and/or overlaid as part of the Secondary Project List. The City reserves the right to add projects to the Secondary Project List at any time following the Primary Work Period so long as there is adequate time for the work to be completed by December 1, 2021. The Public Works Department may prioritize the order of work for streets included on the Secondary Project List.

In addition, should the Contractor leave an individual project site prior to completion of the work as defined by the Owner, the Contractor shall be charged Liquidated Damages in the amount of \$200 per calendar day that work is not completed on the project site until such time as the work is resumed, unless such absence is coordinated with and approved by the Public Works Director. There are multiple construction activities required (i.e. mobilization, 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 or other routine operational requirements for milling/paving projects. 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 2 days of the completion of overlay activities. Other than these exceptions and limitations resulting from weather conditions, Liquidated Damages in the amount of \$200.00 per day shall be applied for failure to perform the work in a manner that facilitates the timely completion of each individual street included on the Primary Street List or any street that may be added to the Contract by the Owner.

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 have municipal elections during the 2021 calendar year, primarily in May and June. The Contractor will not be allowed to mill, pave or complete any work on any election days that may impact traffic or require temporary traffic control. The Owner will coordinate with the Contractor in advance of these days to ensure that no work is being completed and that there are no project related conditions that may inhibit traffic within the City of Tupelo.

The City of Tupelo will communicate with local Railroad (RR) Companies (i.e. KCS, BNSF) 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.

### **PRIMARY PROJECT LIST**

## Tupelo Capital Improvements Mill & Overlay Program 2021 Annual Bid

No.	STREET NAME	B.O.P.	E.O.P.	Approx. Length (ft)	Approx. Width (ft)	Approx. Mill Area (SY)	Approx. Asphalt Pavement (Tons)	NOTES			
	PRIMARY STREET LIST										
1	Brea burn Ln	Beginning	End	310	20	689	76				
2	St Andrews Cir (Jet out)	Beginning	End	142	15	237	26				
3	Broadmoor Ln	Beginning	End	305	24	813	89				
4	Fairway Ln	Beginning	End	264	24	704	77				
5	Ridgewood Ln	Beginning	End	468	24	1248	137				
6	Walnut Ln	Beginning	End	145	20	322	35				
7	Lakewood Ln	Beginning	End	645	24	1720	189				
8	Cypress Ln	Beginning	End	215	22	526	58				
9	Winged Foot Rd	Beginning	End	267	22	653	72				
10	Briarwood Ln	Beginning	End	540	22	1320	145				
11	Poplar Ln	Beginning	End	168	20	373	41				
12	Elmwood Ln	Beginning	End	689	22	1684	185				
13	Mt Vernon Rd	Beginning	End	4350	23	11117	1223				
14	Rook Rd	W. Main St.	N. Gloster St.	1000	20	2222	244				
15	N Gun Club Rd	W. Jackson St.	Gun Club Rd.	3000	25	8333	917				
16	Cressant St	W. Main St.	N. Gloster St.	790	28	2458	270				
17	Bartlett Ln	S. Green St.	Hwy 45 ROW	298	32	1060	117				
18	Lambard Dr	Beginning	End	2640	27	7920	871				
19	Vassar Dr	Beginning	End	810	30	2700	297				
20	James Dr	Beginning	End	810	30	2700	297				
21	Lar-Eli-Do Dr	Beginning	End	810	30	2700	297				

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No.	STREET NAME	B.O.P.	E.O.P.	Approx. Length (ft)	Approx. Width (ft)	Approx. Mill Area (SY)	Approx. Asphalt Pavement (Tons)	NOTES
22	Trice St	Beginning	End	835	18	1670	184	
23	Osborne St	Beginning	End	880	21	2053	226	
24	Valley View Dr	Beginning	End	880	30	2933	323	
25	Valley View Cir	Beginning	End	260	28	809	89	
26	William Dr	Beginning	End	1820	30	6067	667	
27	Kathryn Cir	Beginning	End	190	24	507	56	
28	Hinton Cir	Beginning	End	150	28	467	51	
29	Shady Wood	Beginning	End	582	28	1811	199	
30	Bobwhite	Beginning	End	2720	28	8462	931	
31	Pinecrest Dr	Beginning	End	2450	30	8167	898	
32	Hillcrest Dr	Beginning	End	1000	35	3889	428	
33	Overdale Dr	Beginning	End	367	22	897	99	
34	Greenview Dr	Beginning	End	850	26	2456	270	
35	N Commerce St	Beginning	End	2470	24	6587	725	
36	Old Humane Society Rd	Beginning	End	600	24	1600	276	
37	N Feemster Lake RD (P)	Bridge	Eason Blvd.	1550	24	4133	455	
38	Morganwood Rd (P)	City Limits	Seam	540	22	1320	145	
39	Priscilla Ln	Beginning	End	1200	22	2933	323	
40	Tyler Willis Ln	Beginning	End	2000	22	4889	538	
41	Auston St	Beginning	End	2100	22	5133	565	
42	Ethan Cv	Beginning	End	315	21	735	81	
43	Seth St	Beginning	End	800	22	1956	215	

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## Tupelo Capital Improvements Mill & Overlay Program 2021 Annual Bid

No.	STREET NAME	B.O.P.	E.O.P.	Approx. Length (ft)	Approx. Width (ft)	Approx. Mill Area (SY)	Approx. Asphalt Pavement (Tons)	NOTES
44	McKenna Cv	Beginning	End	1000	22	2444	269	
45	Bentley Ave	Beginning	End	1100	22	2689	296	
46	Wayside St	Beginning	End	1215	21	2835	312	
47	Charleston Garden Dr 10	Beginning	End	2100	28	6533	719	
48	Charleston Blvd (P)	C.G. Dr.	Market St.	1580	28	4916	541	
49	Market St (P)	Charleston Blvd.	C.G. Dr.	752	28	2340	257	
50	Whitmoore Ln	Beginning	End	500	28	1556	171	
51	Traceland Dr (P)	Big Lots P.L.	Dead End	721	24	1923	211	
52	Pete St	Beginning	End	300	29	967	106	
53	Saddel Creek Dr	Beginning	End	320	32	1138	125	
54	Dogwood Dr (P)	Springlake Dr.	Honeysuckle Dr	1000	30	3333	367	
55	Teakwood	Beginning	End	884	32	3143	346	
56	Mahogany Dr	Jackson St.	Teakwood	1187	32	4220	464	
57	Evelyn St	Beginning	End	1875	28	5833	642	
58	Wilemon St	Beginning	End	330	28	1027	113	
59	Parkwood Dr	Beginning	End	910	24	2427	267	
60	Woodmere Cir	Beginning	End	300	24	800	88	
61	Wood Dale Dr	Beginning	End	300	24	800	88	
62	Woodglen Dr	Beginning	End	300	24	800	88	
63	S Green St (P)	Gloster St.	Mitchell Rd.	2500	32	8889	978	
64	S Green St (P)	Shell St.	Dead End	2500	24	6667	733	

NOTE: Based on funding, schedule, Owner preference, additional streets may be added to the Project List and shall be completed by Contractor as part of Contract.

### **PROPOSAL**

Proposal of	(hereinafter called "BIDDER"), organized and existing
under the laws of the State of	doing business as a,
insert: (corporation, partnership, lim	nited liability company, or individual) to: the City of Tupelo,
Mississippi, (hereinafter called "O'	WNER"). In compliance with your advertisement for Bids,
BIDDER, hereby proposes to per	form all WORK for construction of the Tupelo Capital
Improvements Mill & Overlay Pro	ogram - 2021 Annual Bid project in strict accordance with the
CONTRACT DOCUMENTS, within	n the time set forth herein, and at the prices stated below. By
submission of the BID, each BIDDI	ER certifies, and in the case of a joint BID each party thereto
certifies as to his own organization	n, that this BID has been developed independently, without
consultation, communication or agr	eement as to any matter relating to this BID with any other
BIDDER or with any competitor.	
DIDDED 1 1	WODE 1 41' A 1 1 C 1 A 1 C 1 C 1
BIDDER hereby agrees to commenc	e WORK under this contract on or before a date to be specified
in a written "NOTICE TO PROCEI	ED" and to fully complete the Project within 120 consecutive
calendar days thereafter. BIDDER	further agrees to pay as liquidated damages in the sum of
\$200.00 for each consecutive calend	ar 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 provide	ed for elsewhere in these CONTRACT DOCUMENTS.
BIDDER ACKNOWLEDGES receip	pt of the following ADDENDA:
NUMBER	DATE
Each BIDDER is responsible for ins	specting the site and for reading and being thoroughly familiar
with the CONTRACT DOCUMENT	TS. The failure or omission of any BIDDER to do any of the
WIGH GIR CONTINACT DOCUMEN.	15. The failure of offission of any DIDDER to do any of the

foregoing shall in no way relieve any BIDDER from any obligation in respect to this bid.

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

In accordance with the requirements of the Technical Specifications and Contract Documents, BIDDER proposes to furnish all necessary materials, equipment, labor, tools and other means of construction and to construct the Project in accordance with the Contract Documents within the specified Contract Time for the following Unit Prices specified.

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

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

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

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

The Owner's Representative is **Dabbs Corporation**, 1050 N. Eason Blvd., Tupelo, Mississippi, 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 <u>unit price</u> will govern.
- 2. Unit prices shall include all labor, materials, bonding, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the 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 Orders.

(SEE FOLLOWING SHEET FOR BID ITEMS)

# SECTION D - BID FORM TUPELO PUBLIC WORKS BID NO. 2021-010PW TUPELO CAPITAL IMPROVEMENTS MILL & OVERLAY PROGRAM - 2021 ANNUAL BID MARCH, 2021

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	Cold Milling (Greater Than 500 SY Areas), All Depths	SY	187,000		
2	Asphalt Surface Course, 9.5 mm Mix	TON	20,600		
3	4" Temporary Traffic Stripe, Cont. White	LF	5,000	u <u> </u>	
4	4" Temporary Traffic Stripe, Cont. Yellow	LF	5,000		
5	Granular Shoulder Material, In Place	CY	500		
	BASE BID TOTAL				
NOTE: QU	UANTITIES REPRESENTED HEREIN ARE NOT NECESSARILY AC	TUAL QUA	ANTITIES, B	UT ARE ESTIMATED BA	SED ON PROPOSED PROJECT (
THE CI	F TUPELO, MISSISSIPPI FOR THE PRICES AS SPECIFIED ITY UNTIL THE END OF THE PROJECT, OR DECEMBER 31, ONDITIONS AS DEFINED IN THE CONTRACT DOCUMENTS  RESPECTFULLY SUBMITTED BY:	2021 IF N FOR THI	IECESSARY	7. FURTHERMORE, B.	
	SIGNATURE:				-
	NAME AND TITLE:		(PLEASE PI	RINT)	(SEAL) IF BY CORPORATION
	ADDRESS:				-
	PHONE NUMBER:				-

CORPORATE CERTIFICATE
(To Be Executed If Bidder Is A Corporation)

I, certify that I am the Secretary of	the Corporation named as
Contractor in the foregoing Proposal; that	who signed said
Proposal on behalf of the Contractor, was then	of said Corporation;
that said Proposal was duly signed for and in behalf of said Corpo	ration by authority of its
governing body and is within the scope of its corporate powers.	
Name:	
Title:	
Signature:	
Date:	

(CORPORATE SEAL)

**D-5** 

<u>PARTNERSHIP CERTIFICATE</u> (To Be Executed If Bidder Is A Partnership)

STATE OF	)
COUNTY OF	) ss: )
On this day of	, 2021, before me personally appeared
, known to be and known by me to b	e the person who executed the above instrument, who being by
me first duly sworn, did depose and s	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 f	firm for the uses and purposes stated herein.
Nam	e:
Signature:	
Notary Public in and	I for the
	County of State of
	(Notarial Seal)
	My Commission Expires:

<u>LIMITED LIABILITY COMPANY CERTIFICATE</u> (To Be Executed If Bidder Is A Limited Liability Company)

I, the undersignedof	, hereby certify that I am the Manager (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 if of the Company with full power and authority to execut							
same on behalf of the Company, an are within the powers and authority	d that the Proposal and the Contract, if awarded to the Company, of the Company.						
	Name:						
	Title:						
	Signature:						
	Date:						
Nai	me:						
Signature:							
Notary Public in ar	nd for the						
	County of State of						
	(Notarial Seal)						
	My Commission Expires:						

### **AFFIDAVIT**

### (TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI	
COUNTY OF	
Ţ	
(name of person signing affidavit)	
individually, and in my capacity as(title)	
(title)	
of (name of firm, partnership, limited liability company, or corporation.)  being duly sworp, on eath do denose and say as follows:	
being duly sworn, on oath do depose and say as follows:	
(a) That, Bidder on the Tupelo Capital Improvements Mil	1 &
Overlay Program – 2021 Annual Bid in the City of Tupelo, Mississippi, has not either directly	y or
indirectly entered into any agreement, participated in any collusion, or otherwise taken any action	n in
restraint of free competitive bidding in connection with this contract; nor have any of its office	ers,
partners, employees or principal owners.	
(b) further, that neither said legal entity nor any of its directors, officers, partners, principal own	ners
or managerial employees are currently debarred from bidding on public contracts by the State	e of
Mississippi or any of its agencies; or by one or more of the other states or any of their agencies;	; or
by the Federal Highway Administration.	
Signature	
Title	
(SEAL) Sworn before me this day of, 2021.	
My commission expiresNotary Public	
NOTE: EAH LIDE TO DEODEDLY SION AND NOTADIZE THIS AFFINAVIT WI	пт

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

### **AFFIDAVIT**

### (TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF
ī
I, (name of person signing affidavit)
individually, and in my capacity as(title)
of (name of firm, partnership, limited liability company, or corporation.)
being duly sworn, on oath do depose and say as follows:
(a) That, Bidder on the Tupelo Capital Improvements Mill &
Overlay Program – 2021 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 in connection with this contract; nor have any of its officers,
partners, employees or principal owners.
(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners
or managerial employees are currently debarred from bidding on public contracts by the State of
Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or
by the Federal Highway Administration.
Signature
Title
(SEAL) Sworn before me this day of, 2021.
My commission expiresNotary Public
NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL

DISQUALIFY THE BID.

#### **SECTION E – BIDDER'S AGREEMENT**

BY Submission of this Agreement and respective PROPOSAL forms, which are both executed to

state that (Name of Contractor) (Address of Contractor) hereinafter called "Contractor", (Corporation, Partnership, Limited Liability Company or Individual) agrees to provide the services defined in the Contract Documents to the CITY OF TUPELO, MISSISSIPPI, hereinafter called "OWNER" in accordance with the Contract Documents provided to us for the prices included in Section D – Proposal. Furthermore, the Contractor will be available to begin and complete the work as specified in the Contract Documents and all prices included on the Proposal form shall be good for the entire Contract period, including as amended by Supplemental Agreement. Signed, this the \_\_\_\_\_ day of \_\_\_\_\_\_\_, 2021, the condition of the above obligation is such that whereas the Contractor has submitted to the City of TUPELO a certain BID FORM PROPOSAL, attached hereto and hereby made a part thereof, to enter into a contract in writing, for the construction of the proposed improvements defined within the Contract Documents for the Tupelo Capital Improvements Mill & Overlay Program – 2021 Annual Bid Project. At the request of the Owner, the Contractor agrees to sign and submit the necessary contract, insurance information, performance and payment bond, etc. in accordance with the terms provided by the Contract Documents for approval and final execution by the Owner. IN WITNESS WHEREOF, the Contractor hereunto has signed this Agreement on the day and year first set forth above. CONTRACTOR SIGNATURE CONTRACTOR NAME CONTRACTOR TITLE WITNESSED BY:

#### **CONTRACT**

THIS	AGREE	EMENT,	made th	nis the	day of	<u> </u>		, 2021	, by and
betwee	en the	CITY	OF '	TUPELO,	MISSISS	IPPI, her	einafter cal	led "OWNE	R" and
						, do	ing business	as (an Individ	dual), (a
partne	rship),	(a Co	rporatio	n), or (a	Limited	Liability	Company)	) hereinafter	called
"CON	TRACT	ΓOR".							
MITN	ECCET	TI. The			:4	£ 41			:
WIIN	IESSET	п. ти	mentior		ideration o	i tile pay.	ments and a	greements he	remaner
1.	CAPI	TAL IN	IPROV.		MILL & (			ruction of T M – 2021 AM	
2.	The C	ONTRA	CTOR v	will furnish	all of the r	naterial, su	applies, tools,	equipment, la	abor and
	other	services	necessa	ry for the c	onstruction	and comp	oletion of the	PROJECT d	escribed
	herein								
3.	DOCU	JMENTS	S within ete the I		ndar days a in <u>120</u> c	after the da	ate of the NO	y the CON TICE TO PR period for con	OCEED
4.	The C	CONTRA	CTOR	agrees to p	erform all	of the wo	ork described	l in the CON	TRACT
	DOCU	JMENTS	S, and c	omply with	the terms	therein fo	r the sum of	<b>\$</b>	
	or as s	shown in	the BID	Schedule.					
5.	The te	rm "COl	NTRAC'	T DOCUMI	ENTS" mea	ns and inc	lude the follo	wing:	
	(a)	This Ag	greemen	t					
	(b)	Advert	isement	for Bids					
	(c)	Instruct	tion to B	idders					
	(d)	Genera	l Condit	ions of Wor	·k				
	(e)	Signed	Copy of	Proposal F	orm and Bi	dder's Cert	ificate		
	(f)	Execute	ed Bidde	er's Aoreem	ent				

- (g) Executed Non-Collusion Form and Compliance Statements
- (h) Executed Performance & Payment Bond
- (i) Technical Specifications

, DDELID ,

bound herein.

6.

(j) SPECIFICATIONS prepared/issued by Dabbs Corporation dated JANUARY,2021.

(k)	ADDE	DDENDA:					
	No	_ Dated	and 1	No Dated	l		<u>.</u>
(1)	All fee	deral government	conditions,	specifications	regulations	and	requirements

- 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 \$\frac{200.00}{200.00}\$ as liquidated damages. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$\frac{200.00}{200.00}\$ for each calendar day that he shall be in default in completing the Work per the terms set forth by the Contract Documents. Since the OWNER's losses are due to the CONTRACTOR's delay and are not readily ascertainable, the amount provided herein for liquidated damages constitutes agreed damages and not a penalty.
  - B. INDEMNIFICATION In addition to payment of the above liquidated damages, CONTRACTOR s 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 mature whatsoever in any manner caused by, resulting from, or arising out of such failure.

- C. RIGHT OF SET-OFF The OWNER, in addition to its other remedies under this Contract and in law and in equity, may deduct from monies which become due the CONTRACTOR under this Contract any unpaid amounts which become to or for the OWNER under any of the foregoing provisions.
- 7. The OWNER will pay to the CONTRACTOR in the manner and at such times set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS. The OWNER shall retain ten percent (10%) of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS unless otherwise mutually agreed.
- 8. The Contractor agrees to allow the Owner or a 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)	

administrators, suc	cessors, and assigns.		
		eve executed or caused to be executed by their duly seach of which shall be deemed an original on the	
		City of Tupelo, Mississippi	
	BY:		
	NAME:		
	TITLE:	Mayor	
ATTEST:			
BY:		_	
NAME:		<del>-</del>	
TITLE: City Clerk		(SEAL)	
		Contractor	
	BY:		
	NAME:	•	
	Title		
ATTEST:			
BY:		-	
NAME:		- (SEAL)	
TITI E.		(SEAL)	

This Agreement shall be binding upon all parties hereto and their respective heirs, executors,

11.

## 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 )	1
( hereinafter "Principal"), a		
residing at	in the State of	
and		
	( Surety )	
residing at	in the State of	
authorized to do business in the State	e of Mississippi, under the laws thereof,	as surety, are held and
firmly bound unto the CITY OF TUF	PELO, MISSISSIPPI (hereinafter "OWNER	"), in the sum of
(\$	) Dollars, lawful money of t	the United States of
America, to be paid to it for which pa	ayment well and truly to be made, we bind o	ourselves, our heirs,
administrators, successors, or assigns	s jointly and severally by these presents.	
The conditions of this bond are such	h, that whereas the said Principal, has (have	ve) entered into a contract
with the OWNER, bearing the date	e ofday of	A.D
hereto annexed, for the construction	of certain project(s) in the State of Mississ	sippi as mentioned in said
contract in accordance with the Contr	ract Documents therefor, on file in the offic	es 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 any 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 therefor, 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
Зу	By(Signature) Attorney in Fact
	Address:
Title(Contractor's Seal)	(Printed) Mississippi Agent
	(Signature) Mississippi Agent
	Address:
	(Surety Seal)
	Mississippi Insurance ID Number

# SECTION H - TECHNICAL SPECIFICATIONS TUPELO MAJOR THOROUGHFARES MILL & OVERLAY PROGRAM 2021 ANNUAL BID

### Table of Contents

1.	General Construction Notes	GC-1
2.	Technical Provisions for MDOT Std. Specifications	TS-1

#### **GENERAL CONSTRUCTION NOTES**

- 1. Existing utility locations are not shown on the Drawings. If required, the Contractor shall be responsible for the coordination of the location (horizontal and vertical) of existing utilities (power, telephone, gas, water, sewer, etc.) with the appropriate utility company before construction begins. The Contractor shall be responsible for calling in the Mississippi 811 service to have utilities located in accordance with local and State laws.
- 2. Utility or service lines encountered during construction shall be protected by the Contractor and repairs necessary due to damage to same by the Contractor shall be at no additional cost to the Owner.
- 3. The Contractor shall be responsible for verifying horizontal and vertical clearances on any utility service crossings before installation.
- 4. The Owner shall provide temporary and permanent grassing following the Contractor's improvements where existing vegetation was removed or disturbed during construction and not required to be improved with pavement, granular material, etc..
- 5. The Contractor shall be responsible for completing all sampling and testing of materials as required by the specifications.
- 6. If necessary, detailed construction staking will be provided by the Owner at no cost to the Contractor.

#### 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 the 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 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.)