

***CONTRACT DOCUMENTS***

**BID No. 2021-011PW  
PARKING LOT PAVING & STRIPING IMPROVEMENTS  
TUPELO POLICE DEPARTMENT**

***PREPARED:***

**March 2021**

***PREPARED FOR:***

**Tupelo Public Works Dept.  
655 Rutherford Rd.  
Tupelo, MS 38801**

***DIRECTOR OF PUBLIC WORKS:***

**Chuck Williams**

***MAYOR:***

**Jason L. Shelton**

***CHIEF OPERATIONS OFFICER:***

**Don Lewis**

***CITY CLERK:***

**Kim Hanna**

***CITY ATTORNEY:***

**Ben Logan**

***PREPARED BY:***



**1050 N. Eason Blvd.  
Tupelo, MS 38804**

**CONTRACT DOCUMENTS &  
TECHNICAL SPECIFICATIONS  
FOR  
BID NO. 2021-011 PW  
PARKING LOT PAVING & STRIPING IMPROVEMENTS  
*TUPELO POLICE DEPARTMENT***

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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 "*PARKING LOT PAVING & STRIPING IMPROVEMENTS – TUPELO POLICE DEPARTMENT*", **Bid No. 2021-011PW**, with Contract Documents and Specifications being on file at the office of the City Clerk at City Hall in Tupelo, Mississippi. Electronic bids will be received until the specified date and time via online submission through [www.tupelomsbids.com](http://www.tupelomsbids.com).

Bids are related to the construction of parking lot improvements to include asphalt pavement, permanent striping, finish grading and related improvements on the existing overflow parking lot located at the Tupelo Police Department on Front Street 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 paving and related improvements to consist of the finish grading of the existing crushed stone sub-base, asphalt base course, asphalt surface course and permanent striping 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 property / rights-of-way owned and maintained by the City of Tupelo.

The **total** Contract Time shall not exceed **30** consecutive calendar days.

Contract Documents, including Drawings and Specifications, may be purchased online in hard copy or electronic format at [www.tupelomsbids.com](http://www.tupelomsbids.com). 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 [www.tupelomsbids.com](http://www.tupelomsbids.com). 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 03/23/202 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 hard copy bids (**in duplicate**) in an opaque sealed envelope marked as follows:
    1. Bid for **BID NO. 2021-011PW: Parking Lot Paving & Striping Improvements – Tupelo Police Department**
    2. Submitted to City of Tupelo  
Attn: Traci Dillard  
Office of City Clerk  
71 East Troy St.  
Tupelo, MS 38804
  - E. Bids may be submitted electronically in place of a sealed bid, it may be submitted at [www.tupelomsbids.com](http://www.tupelomsbids.com). Any questions regarding electronic bidding should be directed to Plan House at 662-407-0193.
  - 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:**
  - A. The price proposal will consist of a total price amount in accordance with the sub-totals 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 immediate purchase by the City.

5. **Certificate of Responsibility Number:**

- A. Each Contractor submitting a bid must show on the face of the envelope containing the bid, his Mississippi State 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.** 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 CR work classification(s) qualifies him to perform the type(s) of work required for this project, must be submitted when required by Owner.

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. **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.
10. **Condition of Work:** Each bidder shall visit the site and inform himself 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 his obligation to furnish all material and labor necessary to carry out the provisions of his contract.
11. **Obligation of Bidder:** At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Scope o Work, Related Drawings, Technical Specifications and Contract Documents (including addenda issued, if any).
12. **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.
13. **Contract Award:** Award of Contract, if made, shall be within **thirty (30) days** of date of receipt of Proposals.
14. **Issuance of "Notice to Proceed":** If the Contract is awarded, the Owner will issue the "Notice to Proceed" within **ten (10) days** after the date of agreement of the Contract or as coordinated with the Contactor and agreed upon by the Contractor and Owner.
15. **Liquidated Damages:** The bidder agrees to pay Liquidated Damages in the amount of \$200.00 per day should the work required to complete the project in accordance with the Contract Documents not be completed by the end of the Contract Time as specified in the Contract.

**END OF SECTION**

**B-4**

## **SECTION C – SCOPE OF WORK**

### **TUPELO DEPARTMENT OF PUBLIC WORKS**

**DATE:**           **March 10, 2020**

**SUBJECT:**       **General Conditions of Work**

**PROJECT:**      **Parking Lot Paving & Striping Improvements – Tupelo Police Department**

The Contract Documents do not include an official set of construction plans/project drawings for the proposed improvements that shall be provided by 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.

Generally, this contract is to provide construction work to complete the necessary improvements required for the asphalt paving and striping improvements on the existing granular overflow parking lot at the Tupelo Police Department located on Front Street in the City of Tupelo. All work shall be directed by the Engineer and/or his project representative, also known as Engineer.

All proposed improvements shall be completed within property / rights-of-way owned and maintained by the City of Tupelo. Improvements shall be in accordance with the directives and specifications included in the Contract Documents and all applicable local, state and federal guidelines associated with providing/installing the proposed improvements. Any work, storage, parking, mobilization, etc. conducted on private property shall be coordinated expressly by the Contractor and approved by the property owner separate of this Contract. The City of Tupelo does not and shall not direct, authorize, approve, etc. work or other supporting activities to be conducted/completed on any property not owned by the City of Tupelo.

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

1. **MOBILIZATION:** The Contractor shall be paid for mobilization/demobilization of materials, equipment, etc. as defined in the Specifications.
2. **ASPHALT SURFACE COURSE, 9.5 MM MIX:** The Contractor shall provide the materials, labor and equipment to provide 1.5 inches of surface course for the finished parking lot. The surface course shall be installed atop the asphalt binder course and shall be installed such that the finished surface shall match flush with the face of the existing concrete curb & gutter and be 6 inches from the top of the existing concrete header curb in order to provide proper drainage for the finished paved surface. See the reference drawing attached as Exhibit 1 at the end of the Contract Documents for proposed finished grading.



Asphalt surface course shall not be installed on the same day as the binder course; a minimum of 24 hours following the completion of the binder course installation shall be required prior to beginning the installation of the surface course material. The surface course shall be installed within two weeks following the installation of the binder course. 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 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 inches and the maximum thickness shall be 2.0 inches. The proposed asphalt surface course shall be installed within the limits of the existing concrete curb & gutter and adjacent to interior concrete curb islands.

3. ASPHALT BINDER COURSE, 12.5 MM MIX: The Contractor shall provide the materials, labor and equipment to provide 2.0 inches of binder course atop the finished crushed stone sub-base course. The binder course shall be installed atop the asphalt binder course and shall be installed to match flush with the face of the existing concrete curb & gutter and adjacent to the existing concrete header curb in order to provide proper drainage for the finished paved surface. See the reference drawing attached as Exhibit 1 at the end of the Contract Documents for the proposed finished grading. 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 surface course material provided by the Contractor and placed in the field may be 12.5 mm mix, BC-1 mix design or a similar equivalent mix design approved 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 2.0 inches and the maximum thickness shall be 2.5 inches unless otherwise approved by the Engineer to suit field conditions.
4. CRUSHED STONE SUB-BASE MATERIAL: The Contractor shall be required to provide and place approved granular/crushed limestone material as a base material for the paved parking lot for areas that the existing crushed stone sub-base is not evenly graded in a manner that is suitable to allow for 3.5 inches maximum asphalt thickness for the finished parking lot pavement. The Contractor shall be required to provide the necessary field testing for this material to indicate that all density and related requirements are met per the Specifications. The Contractor shall be paid per TON of in-place crushed stone material as applied in the field.
5. 4 INCH TRAFFIC STRIPE, CONT. WHITE PAINT: The Contractor shall place the specified 4 inch traffic stripe with continuous white paint per the striping pattern represented on the attached referenced drawing at the end of this Section. All materials, widths, spaces and other specific details shall be in accordance with the local City code requirements and the Technical Specifications. The Contractor shall be paid per linear foot (LF) installed in place for all traffic striping.

The Contractor shall be responsible for any permits or related approvals from any state or federal agency and shall obtain such approvals/permits prior to the commencement of any construction activities.

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.

**SECTION D - BID FORM**  
**TUPELO PUBLIC WORKS BID NO. 2021-011PW**  
**PARKING LOT PAVING & STRIPING IMPROVEMENTS**  
**TUPELO POLICE DEPARTMENT**  
**MARCH, 2021**

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	Mobilization	LS	1		
2	Asphalt Surface Course, 9.5 mm Mix	TON	375		
3	Asphalt Binder Course, 12.5 mm Mix	TON	495		
4	Crushed Stone Sub-Base Material	TON	350		
5	4" Traffic Stripe, Cont. White Paint	LF	3,300		

**BASE BID TOTAL**

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE, GENERAL CONDITIONS OF WORK AND THE 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 AND CONDITIONS AS DEFINED IN THE CONTRACT DOCUMENTS FOR THIS CONTRACT.

RESPECTFULLY SUBMITTED BY: \_\_\_\_\_  
(PLEASE PRINT)

SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_  
(PLEASE PRINT)

(SEAL)  
IF BY CORPORATION

ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

**SECTION E – BIDDER’S AGREEMENT**

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

state that

\_\_\_\_\_

(Name of Contractor)

\_\_\_\_\_

(Address of Contractor)

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

agrees to provide the services defined in the Contract Documents to the **CITY OF TUPELO, MISSISSIPPI**, hereinafter called "**OWNER**" in accordance with the Contract Documents provided to us for the prices included in Section D – Proposal. Furthermore, the Contractor will be available to begin and complete the work as specified in the Contract Documents and all prices included 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 "**Parking Lot Paving & Striping Improvements – Tupelo Police Department**" Project. At the request of the Owner, the Contractor agrees to sign and submit the necessary contract, insurance information, performance and payment bond, etc. in accordance with the terms provided by the Contract Documents for approval and final execution by the Owner.

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

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

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

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

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

## CONTRACT

THIS AGREEMENT, made this the \_\_\_\_\_ day of \_\_\_\_\_, 2021, 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 **PARKING LOT PAVING & STRIPING IMPROVEMENTS – TUPELO POLICE DEPARTMENT** hereinafter called "PROJECT".
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the Project within 30 calendar days, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS, and comply with the terms therein for the sum of \$ \_\_\_\_\_ or as shown in the BID Schedule.
5. The term "CONTRACT DOCUMENTS" means and include the following:
  - (a) This Agreement
  - (b) Advertisement for Bids
  - (c) Instruction to Bidders
  - (d) General Conditions of Work
  - (e) Signed Copy of Proposal Form and Bidder's Certificate
  - (f) Executed Bidder's Agreement

- (g) Executed Non-Collusion Form and Compliance Statements
- (h) Executed Performance & Payment Bond
- (i) Technical Specifications
- (j) SPECIFICATIONS prepared/issued by **Dabbs Corporation** dated **MARCH, 2021**.
- (k) ADDENDA:  
No. \_\_\_ Dated \_\_\_\_\_ and No. \_\_\_ Dated \_\_\_\_\_.
- (l) All federal government conditions, specifications, regulations and requirements bound herein.

6. The Contractor agrees to abide by the following consequences for failure to complete the project within the time specified in the Contract Documents:

- A. LIQUIDATED DAMAGES - CONTRACTOR shall pay to OWNER for each and every calendar day that he shall be in default in attaining Completion of the Work of an individual work order the sum of \$ 200.00 as liquidated damages. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$ 200.00 for each calendar day that he shall be in default in completing the Work per the terms set forth by the Contract Documents. Since the OWNER's losses are due to the CONTRACTOR's delay and are not readily ascertainable, the amount provided herein for liquidated damages constitutes agreed damages and not a penalty.
- B. INDEMNIFICATION - In addition to payment of the above liquidated damages, CONTRACTOR 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)
11. 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 5 copies each of which shall be deemed an original on the date first above written.

City of Tupelo, Mississippi

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

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

TITLE: Mayor

ATTEST:

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

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

(SEAL)

TITLE: City Clerk

Contractor

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

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

Title \_\_\_\_\_

ATTEST:

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

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

(SEAL)

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



**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 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
By _____	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**

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## **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.

**END OF SECTION  
GC-1**

## **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.)

**END OF SECTION  
TS-1**