## **CONTRACT DOCUMENTS AND SPECIFICATIONS**

FOR

BID NO. 2023-010PW TUPELO ROADWAY MAINTENANCE PROGRAM – 2023 ANNUAL BID City of Tupelo, Mississippi

**Prepared For:** 



**FEBRUARY 2023** 

**Prepared By:** 



DABBS CORPORATION 1050 N. Eason Boulevard Tupelo, Mississippi 38804

#### CONTRACT DOCUMENTS & TECHNICAL SPECIFICATIONS FOR CITY OF TUPELO, MISSISSIPPI TUPELO ROADWAY MAINTENANCE PROGRAM – 2023 ANNUAL BID BID NO. 2023-010PW

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SECTION A

#### ADVERTISEMENT FOR BIDS

#### ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the Mayor and City Council of the City of Tupelo, Mississippi will receive written sealed bids until the hour of 10:00 o'clock A.M. local time on Wednesday, March 15, 2023 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 ROADWAY MAINTENANCE PROGRAM – 2023 ANNUAL BID", Bid No. 2023-010PW, 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 www.tupelomsbids.com.

Bids are related to the construction of roadway related projects to include base repair, excavation, grading and drainage 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 removal of pavement, removal of curb and gutter, removal of sidewalks, removal of driveways, excavation and backfill of soils and granular materials and short-run asphalt paving/pathching. Related drainage improvements shall also include the removal of pipe/inlets and the installation of drainage pipe/inlets provided by the Owner. 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 365 consecutive calendar days.

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

Award will be made to the lowest and best bidder and the Mayor and City Council reserve the right to reject any and all bids and 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: <u>s/b Jennifer Shempert</u> JENNIFER SHEMPERT, City Purchasing Clerk

Publish Dates: 02/14/2023 and 02/21/2023 in the NE Mississippi Daily Journal.

**SECTION B** 

**INFORMATION TO BIDDERS** 

#### SECTION B – INFORMATION FOR BIDDERS

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

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

- A. Shall be made on 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:
  - Bid for Bid No. 2023-010PW: Tupelo Roadway Maintenance Program 2023 Annual Bid.
  - Submitted to City of Tupelo Attn: Jennifer Shempert 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 unit price amount for each pay item included on the Bid Form (Sheets D-4a, D-4b and D-4c) included in Section D of the Contract Documents. The Bid Form includes various bid/pay items that have been categorized into three types of work – Roadway Items, Drainage Items and Erosion Control Items. The Bid Form shall include a sub-total amount for each group of pay items that is a summation of the unit prices for each of the three groups. The Bid Form also shall include a Grand Total that is a summation of the unit prices for all pay items.

- B. The City of Tupelo will utilize the following criteria for considering and selecting the successful bidder. Based on the anticipated types and quantities of work for this project, the unit prices and sub-total amount for each section and the overall total will be considered in the following order:
  - 1.) Ranking Priority 1 Unit prices and Sub-Total for bid items included by each Bidder in the Roadway Items section of the Bid Form.
  - 2.) Ranking Priority 2 Unit prices and Sub-Total for bid items included by each Bidder in the Drainage Items section of the Bid Form.
  - 3.) Ranking Priority 3 Grand Total amount for All Items based on the overall total for the various bid items as represented by each bidder on the Bid Form.

## C. 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. **Commitment of Proposal:** Each bid proposal must be accompanied by the Bidders Agreement, as specified, executed by a principal member of the company submitting the quote that explains the company's ability to complete the work, the general timeframe in

which the work can be initiated and completed and identifying the company's agreement to complete this work in accordance with the contract documents.

- 8. **Insurance**: The Bidder will be required to carry the types and amounts of insurance as required by all applicable laws of the State of Mississippi for the full term of the Contract. The Contractor shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance:
  - A. Workmen's Compensation and Employer's Liability Insurance: This insurance shall protect the Contractor against all claims under applicable State Workmen's Compensation Laws. The Contractor shall also be protected and shall cause each subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workmen's Compensation law. The liability limits shall not be less than the required statutory limits for Workmen's Compensation and Employer's Liability in the amount of One Hundred Thousand Dollars (\$100,000) for each person. This policy shall include an "all states" endorsement.
  - B. Contractor's Comprehensive Public Liability and Property Damage Insurance, covering all operations in connection with the performance of this Contract in amounts not less than the following:

Bodily injury liability in the amount of Five Hundred Thousand Dollars (\$500,000) for each person and One Million Dollars (\$1,000,000) for each accident and property damage liability in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

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

SECTION C

GENERAL CONDITIONS OF WORK

### **CITY OF TUPELO – DEPARTMENT OF PUBLIC WORKS**

#### **GENERAL CONDITIONS OF WORK**

DATE: February 1, 2023

#### SUBJECT: General Conditions / Scope of Work / Project Area

#### PROJECT: Tupelo Roadway Maintenance Program – 2023 Annual Term 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 are 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 complete base repair, pavement repair, grading & drainage improvements on existing roadways for the City of Tupelo in preparation for future paving projects on said streets. The work shall include the grading, drainage and sub-base repair on or adjacent to existing City streets as required to repair damaged pipes, install new pipes, rehabilitate sub-base, base and pavement failures for roadways, remove existing pavement, remove existing sidewalk, remove existing curb gutter, etc. as required to meet/exceed the applicable technical specifications as directed by the Owner. This work shall be provided by the Contractor and completed in advance of and/or in coordination with other related roadway improvements (i.e. concrete driveways, asphalt driveways, concrete curb & gutter, asphalt paving, etc.). 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 excavation, paving and associated grading/drainage 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. REMOVAL OF ASPHALT DRIVEWAYS, ALL DEPTHS: The Contractor shall remove existing asphalt driveways in areas identified for repair by the Owner as required to provide sub-base improvements (i.e. excavation, crushed stone, etc.) to repair failed sub-grades for roadways, curb & gutter or to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per SY at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the Contractor at no additional cost to the Owner unless separate pay items (i.e. saw cutting, etc.) are provided simultaneously as part of the directed work. Existing asphalt material shall not be classified as excess excavation. The Owner shall provide an area within the City limits for which excess materials may be spoiled.

- 2. REMOVAL OF CONCRETE DRIVEWAYS, ALL DEPTHS: The Contractor shall remove existing concrete driveways in areas identified for repair by the Owner as required to provide sub-base improvements (i.e. excavation, crushed stone, etc.) to repair failed sub-grades for roadways, curb & gutter or to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per SY at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the Contractor at no additional cost to the Owner unless separate pay items (i.e. saw cutting, etc.) are provided simultaneously as part of the directed work. Existing concrete material shall not be classified as excess excavation. The Owner shall provide an area within the City limits for which excess materials may be spoiled.
- 3. REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS: The Contractor shall remove existing asphalt pavement within local streets in areas identified for repair by the Owner as required to provide sub-base improvements (i.e. excavation, crushed stone, etc.) to repair failed sub-grades for roadways, curb & gutter or to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per SY at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the Contractor at no additional cost to the Owner unless separate pay items (i.e. saw cutting, etc.) are provided simultaneously as part of the directed work. Existing asphalt material shall not be classified as excess materials may be spoiled.
- 4. REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS: The Contractor shall remove existing concrete pavement in areas identified for repair by the Owner as required to provide sub-base improvements (i.e. excavation, crushed stone, etc.) to repair failed sub-grades for roadways, curb & gutter or to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per SY at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the Contractor at no additional cost to the Owner unless separate pay items (i.e. saw cutting, etc.) are provided simultaneously as part of the directed work. Existing concrete material shall not be classified as excess excavation. The Owner shall provide an area within the City limits for which excess materials may be spoiled.
- 5. REMOVAL OF CONCRETE SIDEWALK, ALL DEPTHS: The Contractor shall remove existing concrete sidewalk in areas identified for repair by the Owner as required to provide sub-base improvements (i.e. excavation, crushed stone, etc.) to repair failed sub-grades for roadways, curb & gutter or to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per SY at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the

Contractor at no additional cost to the Owner unless separate pay items (i.e. saw cutting, etc.) are provided simultaneously as part of the directed work. Existing concrete material shall not be classified as excess excavation. The Owner shall provide an area within the City limits for which excess materials may be spoiled.

- 6. REMOVAL OF CONCRETE CURB & GUTTER, ALL DEPTHS: The Contractor shall remove existing concrete curb & gutter (all types) in areas identified for repair by the Owner as required to provide sub-base improvements (i.e. excavation, crushed stone, etc.) to repair failed sub-grades for roadways, curb & gutter or to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per SY at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the Contractor at no additional cost to the Owner unless separate pay items (i.e. saw cutting, etc.) are provided simultaneously as part of the directed work. Existing concrete material shall not be classified as excess excavation. The Owner shall provide an area within the City limits for which excess materials may be spoiled.
- 7. REMOVAL OF INLETS, ALL SIZES: The Contractor shall remove existing drainage concrete inlets/PVC drain basins (all types) and related gratings, fittings, etc. in areas identified for repair by the Owner as required to provide proposed drainage improvements (i.e. new inlet, pipes, curb & gutter, etc.), to repair failed sub-grades for roadways and in order to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per EACH inlet removed at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the Contractor at no additional cost to the Owner unless separate pay items are provided simultaneously as part of the directed work. Existing materials shall not be classified as excess materials may be spoiled.
- 8. SAW CUT, FULL DEPTH: The Contractor shall provide full depth saw cutting as required to prepare straight joints for the removal of materials (i.e. asphalt, concrete, sidewalk, curb & gutter, pipes, etc.) as directed by the Owner or Engineer. This work shall be paid for per LF of saw cut joint at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer.
- 9. UNCLASSIFIED EXCAVATION, 0' 3' DEPTH: The Contractor shall provide grading/shaping/excavation of on-site materials for roadway, sidewalk, curb & gutter, driveway, and drainage improvements as directed by the Owner or Engineer. Unclassified excavation shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. This work shall be paid for per CY of excavated and placed material at the unit price included on the bid form as measured in the field. No separate payment shall be made for the placement, shaping, grading, compaction, etc. of excavated materials. The average depth of excavation will be 12" 18"; maximum depth will be 36".

- 10. EXCESS EXCAVATION, 0' 3' DEPTH: The Contractor shall excavate/remove excess/unsuitable in-situ materials for roadway, sidewalk, curb & gutter, driveway, and drainage improvements as directed by the Owner or Engineer and haul/dispose of such materials off-site at a location provided by the City. The disposal site shall be located within the Tupelo City Limits and may vary based on proximity to the project site. Excess excavation shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. This work shall be paid for per CY of removed/disposed materials at the unit price included on the bid form as measured in the field. The average depth of excavation will be 12" 18"; maximum depth will be 36".
- 11. BORROW EXCAVATION, 0' 3' DEPTH: The Contractor shall provide and place approved select fill materials for roadway, sidewalk, curb & gutter, driveway, and drainage improvements as directed by the Owner or Engineer. Borrow excavation shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. This work shall be paid for per CY of in-place select fill material at the unit price included on the bid form as measured in the field. The average depth of excavation will be 12" 18"; maximum depth will be 36".
- 12. CRUSHED STONE, 0' 1' DEPTH: The Contractor shall provide and place approved granular/crushed limestone material for roadway, sidewalk, curb & gutter, driveway, and drainage improvements as directed by the Owner or Engineer. This work shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. This work shall be paid for per CY of in-place select fill material at the unit price included on the bid form as measured in the field. The average depth of crushed stone to be compacted in place will be 8'' 10''; maximum depth will be 12''.
- 13. ASPHALT BASE COURSE, 19mm MIX, IN PLACE: The Contractor shall provide the materials, labor and equipment to pave short-run patch / base repair type work on existing local roadways as directed by the Tupelo Public Works Department. The asphalt utilized for this project shall be a base course mix provided and installed by the Contractor in accordance with the MDOT specifications. The base course material provided by the Contractor and placed in the field may be 19 mm mix, BB-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 Owner prior to beginning any work on the project for the specific roadway improvements. The minimum course thickness shall be 2.0" and the maximum thickness shall be 3.0". Asphalt base course installed under this item shall be as required to repair patches, digouts, drainage pipe / utility cuts, single lane problem areas, etc. as associated with short-run work to complete base repairs on existing roadways prior to future overlay improvements to be completed by others.
- 14. REMOVAL OF CONCRETE PIPE CULVERT, 24" OR LESS: The Contractor shall remove existing reinforced concrete pipe with equivalent inside diameters less than 24 inches and related joints, fittings, etc. in areas identified for repair by the Owner as required to provide drainage improvements (i.e. new inlet, pipes, curb & gutter, etc.), repair failed driveways/roadways or to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per LF of pipe removed at the unit price

included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the Contractor at no additional cost to the Owner unless separate pay items (i.e. saw cutting, etc.) are provided simultaneously. The Owner shall provide an area within the City limits for which excess materials may be spoiled.

- 15. REMOVAL OF CONCRETE PIPE CULVERT, 25" 48": The Contractor shall remove existing reinforced concrete pipe with equivalent inside diameters greater than 24 inches and less than 48" to include related joints, fittings, etc. in areas identified for repair by the Owner as required to provide drainage improvements (i.e. new inlet, pipes, curb & gutter, etc.), repair failed driveways/roadways or to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per LF of pipe removed at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the Contractor at no additional cost to the Owner unless separate pay items (i.e. saw cutting, etc.) are provided simultaneously. The Owner shall provide an area within the City limits for which excess materials may be spoiled.
- 16. REMOVAL OF PIPE CULVERT, ALL OTHER TYPES, 24" OR LESS: The Contractor shall remove existing pipe culverts (i.e. CMP, HDPE, PVC, etc.) with equivalent inside diameters less than 24 inches and related joints, fittings, etc. in areas identified for repair by the Owner as required to provide drainage improvements (i.e. new inlet, pipes, curb & gutter, etc.), repair failed driveways/roadways or to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per LF of pipe removed at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the Contractor at no additional cost to the Owner unless separate pay items (i.e. saw cutting, etc.) are provided simultaneously. The Owner shall provide an area within the City limits for which excess materials may be spoiled.
- 17. REMOVAL OF PIPE CULVERT, ALL OTHER TYPES, 25" 48": The Contractor shall remove existing pipe culverts (i.e. CMP, HDPE, PVC, etc.) with equivalent inside diameters greater than 24 inches and less than 48" to include related joints, fittings, etc. in areas identified for repair by the Owner as required to provide drainage improvements (i.e. new inlet, pipes, curb & gutter, etc.), repair failed driveways/roadways or to install new drainage improvements (culverts, curb & gutter, etc.). This work shall be paid for per LF of pipe removed at the unit price included on the bid form as measured in the field and shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. Excess materials shall be removed by the Contractor at no additional cost to the Owner unless separate pay items (i.e. saw cutting, etc.) are provided simultaneously. The Owner shall provide an area within the City limits for which excess materials may be spoiled.
- 18. REINFORCED CONCRETE CURB INLET, SS-2 OR APPROVED EQUAL: The Contractor shall provide and place reinforced concrete curb inlet as required to complete specified roadway and drainage improvements as directed by the Owner or Engineer. The proposed inlets provided by the Contractor may be pre-cast or cast in-place and

shall be in accordance with the MDOT Std. Detail for SS-2 inlets, unless otherwise approved by the Engineer or Owner. This work shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. This work shall be paid for per CY of concrete required to construct the installed curb inlet at the unit price included on the bid form. There shall be no separate payment for pre-cast or cast in-place types, any additional materials (reinforcing steel, etc.), pipe connections, excavation or for any approved equal inlet type. The average depth of curb inlets shall be 36".

- 19. PVC CURB INLET W/2' x 2' CAST IRON GRATE: The Contractor shall provide and place a PVC curb inlet & grating (Nyloplast or approved equal) as required to complete specified roadway and drainage improvements as directed by the Owner or Engineer. This work shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications, manufacturer's requirements and direction of the Owner or Engineer. This work shall be paid for per EA installed curb inlet at the unit price included on the bid form. There shall be no separate payment for grates, pipe connections, excavation, etc. The average depth of curb inlets shall be 36".
- 20. PVC CURB INLET W/ 2' x 3' HIGH FLOW CAST IRON GRATE: The Contractor shall provide and place a PVC curb inlet & grating (Nyloplast or approved equal) as required to complete specified roadway and drainage improvements as directed by the Owner or Engineer. This work shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications, manufacturer's requirements and direction of the Owner or Engineer. This work shall be paid for per EA installed curb inlet at the unit price included on the bid form. There shall be no separate payment for grates, pipe connections, excavation, etc. The average depth of curb inlets shall be 36".
- 21. REINFORCED CONCRETE DRAIN BASIN W/ 2' x 2' CAST IRON GRATE: The Contractor shall provide and place reinforced concrete drain basin / inlet as required to complete specified roadway and drainage improvements as directed by the Owner or Engineer. The proposed inlets provided by the Contractor may be pre-cast or cast in-place and shall be in accordance with the MDOT Std. Detail for reinforced concrete inlets/junction boxes, unless otherwise approved by the Engineer or Owner. This work shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications and direction of the Owner or Engineer. This work shall be paid for per CY of concrete required to construct the installed curb inlet at the unit price included on the bid form. There shall be no separate payment for pre-cast or cast in-place types, any additional materials (reinforcing steel, etc.), pipe connections, excavation or for any approved equal inlet type. The average depth of curb inlets shall be 36".
- 22. PVC DRAIN BASIN W/ 2' x 2' CAST IRON GRATE: The Contractor shall provide and place a PVC drain basin / inlet & grating (Nyloplast or approved equal) as required to complete specified roadway and drainage improvements as directed by the Owner or Engineer. This work shall include all labor, materials, equipment, etc. required to complete the work per the technical specifications, manufacturer's requirements and direction of the Owner or Engineer. This work shall be paid for per EA installed curb inlet at the unit price included on the bid form. There shall be no separate payment for grates, pipe connections, excavation, etc. The average depth of curb inlets shall be 36".

- 23. CONNECT TO EXISTING PIPE, ALL TYPES, 24" OR LESS: The Contractor shall be required to connect new drainage pipes/culverts to existing drainage pipes in some conditions in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work as directed by the Owner or Engineer. This work shall be paid for per EA installed pipe connection at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. Should other pay items be required for completing this work, measurement and payment shall be performed for each separate pay item in accordance with the contract documents. Joints shall be wrapped with filter fabric and the appropriate joint bonding agent and this shall be absorbed into the cost of the work.
- 24. CONNECT TO EXISTING PIPE, ALL TYPES, 25" 48": The Contractor shall be required to connect new drainage pipes/culverts to existing drainage pipes in some conditions in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work as directed by the Owner or Engineer. This work shall be paid for per EA installed pipe connection at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. Should other pay items be required for completing this work, measurement and payment shall be performed for each separate pay item in accordance with the contract documents. Joints shall be wrapped with filter fabric and the appropriate joint bonding agent and this shall be absorbed into the cost of the work.
- 25. CONNECT TO EXISTING INLET/JUNCTION BOX, ALL TYPES: The Contractor may be required to connect new drainage pipes/culverts to existing inlets/junction box in some conditions in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work as directed by the Owner or Engineer. This work shall be paid for per EA installed connection at the unit price included on the bid form. There shall be no separate payment for fittings, joint materials, saw cutting, excavation or for any other work for which a pay item is not included in the bid form. Should other pay items be required for completing this work, measurement and payment shall be performed for each separate pay item in accordance with the contract documents.
- 26. CONCRETE, IN-PLACE: The Contractor may be required to provide, install and finish concrete in the field in order to provide pipe collars for pipe/culvert/inlet connections and/or pour concrete walls, flat bottoms, etc. for inlets, culverts, wingwalls, etc. in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work as directed by the Owner or Engineer. This work shall be paid for per CY of concrete installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. Should other pay items be required for completing this work, measurement and payment shall be performed for each separate pay item in accordance with the contract documents.
- 27. 15" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor,

materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The maximum depth for work completed under this pay item shall be 4' from the existing ground surface to the proposed flow line of the new pipe section. Equivalent size reinforced concrete flared end sections shall be installed by the Contractor as directed by the Owner and shall be paid for as an equivalent length of RCP.

- 28. 15" RCP, 4' 6' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The depth of the proposed pipe installed under this pay item shall be 4' minimum and 6' maximum measured from the existing ground surface to the proposed flow line of the new pipe section. All reinforced concrete pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install. Equivalent size reinforced concrete flared end sections shall be installed by the Contractor as directed by the Owner and shall be paid for as an equivalent length of RCP.
- 29. 18" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The maximum depth for work completed under this pay item shall be 4' from the existing ground surface to the proposed flow line of the new pipe section. All reinforced concrete pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install. Equivalent size reinforced concrete flared end sections shall be installed by the Contractor as directed by the Owner and shall be paid for as an equivalent length of RCP.
- 30. 18" RCP, 4' 6' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The depth of the proposed pipe installed under this pay item shall be 4' minimum and 6' maximum measured from the existing ground surface to the proposed flow line of the new pipe section. All reinforced concrete pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install. Equivalent size reinforced concrete flared end sections shall be installed by the Contractor as directed by the Owner and shall be paid for as an equivalent length of RCP.

- 31. 24" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The maximum depth for work completed under this pay item shall be 4' from the existing ground surface to the proposed flow line of the new pipe section. All reinforced concrete pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install. Equivalent size reinforced concrete flared end sections shall be installed by the Contractor as directed by the Owner and shall be paid for as an equivalent length of RCP.
- 32. 24" RCP, 4' 6' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The depth of the proposed pipe installed under this pay item shall be 4' minimum and 6' maximum measured from the existing ground surface to the proposed flow line of the new pipe section. All reinforced concrete pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install. Equivalent size reinforced concrete flared end sections shall be iristalled by the Contractor as directed by the Owner and shall be paid for as an equivalent length of RCP.
- 33. 30" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The maximum depth for work completed under this pay item shall be 4' from the existing ground surface to the proposed flow line of the new pipe section. All reinforced concrete pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install. Equivalent size reinforced concrete flared end sections shall be installed by the Contractor as directed by the Owner and shall be paid for as an equivalent length of RCP.
- 34. 30" RCP, 4' 6' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per ILF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The depth of the proposed pipe installed under this pay item shall be 4' minimum

and 6' maximum measured from the existing ground surface to the proposed flow line of the new pipe section. All reinforced concrete pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install. Equivalent size reinforced concrete flared end sections shall be installed by the Contractor as directed by the Owner and shall be paid for as an equivalent length of RCP.

- 35. 36" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The maximum depth for work completed under this pay item shall be 4' from the existing ground surface to the proposed flow line of the new pipe section. All reinforced concrete pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install. Equivalent size reinforced concrete flared end sections shall be installed by the Contractor as directed by the Owner and shall be paid for as an equivalent length of RCP.
- 36. 36" RCP, 4' 6' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The depth of the proposed pipe installed under this pay item shall be 4' minimum and 6' maximum measured from the existing ground surface to the proposed flow line of the new pipe section. All reinforced concrete pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install. Equivalent size reinforced concrete flared end sections shall be installed by the Contractor as directed by the Owner and shall be paid for as an equivalent length of RCP.
- 37. 15" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The maximum depth for work completed under this pay item shall be 4' from the existing ground surface to the proposed flow line of the new pipe section. All HDPE pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install.
- 38. 15" HDPE, 4' 6' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the

Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The depth of the proposed pipe installed under this pay item shall be 4' minimum and 6' maximum measured from the existing ground surface to the proposed flow line of the new pipe section. All HDPE pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install.

- 39. 18" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The maximum depth for work completed under this pay item shall be 4' from the existing ground surface to the proposed flow line of the new pipe section. All HDPE pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install.
- 40. 18" HDPE, 4' 6' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The depth of the proposed pipe installed under this pay item shall be 4' minimum and 6' maximum measured from the existing ground surface to the proposed flow line of the new pipe section. All HDPE pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install.
- 41. 24" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The maximum depth for work completed under this pay item shall be 4' from the existing ground surface to the proposed flow line of the new pipe section. All HDPE pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install.
- 42. 24" HDPE, 4' 6' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint

material, excavation or for any other work for which a pay item is not included in the bid form. The depth of the proposed pipe installed under this pay item shall be 4' minimum and 6' maximum measured from the existing ground surface to the proposed flow line of the new pipe section. All HDPE pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install.

- 43. 30" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The maximum depth for work completed under this pay item shall be 4' from the existing ground surface to the proposed flow line of the new pipe section. All HDPE pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install.
- 44. 30" HDPE, 4' 6' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The depth of the proposed pipe installed under this pay item shall be 4' minimum and 6' maximum measured from the existing ground surface to the proposed flow line of the new pipe section. All HDPE pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install.
- 45. 36" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per LF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The maximum depth for work completed under this pay item shall be 4' from the existing ground surface to the proposed flow line of the new pipe section. All HDPE pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install.
- 46. 36" HDPE, 4' 6' DEPTH, OWNER FURNISHED PIPE: The Contractor shall install new drainage pipes/culverts as directed by the Engineer or Owner in order to facilitate roadway and drainage related improvements. This work shall include all labor, materials, equipment, etc. required to complete the work in accordance with the Technical Specifications. This work shall be paid for per ILF of pipe installed at the unit price included on the bid form. There shall be no separate payment for fittings, joint material, excavation or for any other work for which a pay item is not included in the bid form. The depth of the proposed pipe installed under this pay item shall be 4' minimum

and 6' maximum measured from the existing ground surface to the proposed flow line of the new pipe section. All HDPE pipe sections shall be provided by the City of Tupelo and delivered to the site for the Contractor to place and install.

- 47. TEMPORARY SILT FENCE: The Contractor shall provide and install temporary silt fence as required to meet local, state and federal requirements related to prevention erosion/sedimentation from existing the areas disturbed as part of improvements completed under this contract. This work shall be paid for per LF of silt fence installed per the MDOT Std. Details for silt fence installation per the unit price included on the bid form.
- 48. WATTLES, 12": The Contractor shall provide and install temporary wattles/erosion checks as required to meet local, state and federal requirements related to prevention erosion/sedimentation from existing the areas disturbed as part of improvements completed under this contract. Wattles shall be placed around existing pipes, inlets, curb cuts, swales, ditches, etc. as required to prevent sedimentation from on-site runoff entering into the drainage system or onto adjacent properties. This work shall be paid for per EA installed per the MDOT Std. Details for wattle installation per the unit price included on the bid form.

The Contractor shall erect and maintain construction signing and barricades along existing City streets as necessary to protect labor, equipment, pedestrians, vehicular traffic etc. Traffic cones, etc. and other safety related devices, equipment, systems, etc. shall be the responsibility of the Contractor and the City and 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 coordinate with the Engineer and Owner to determine if any erosion control measures shall be required based on the defined scope of work for each work order issued by the City. If required, the Contractor shall complete an Erosion Control Plan that complies with City and MDEQ requirements. Prior to issuance of a Notice to Proceed for the work, the City shall review the Erosion Control Plan, if required. Erosion control best management practices (BMPs) shall be installed in accordance with the Erosion Control Plan prior to the commencement of any other work.

Most of the work shall include basic base repair and drainage improvements on existing roadways and for the existing drainage system. Additionally, the work shall include access roads, parking lots, alley ways and other related excavation, grading, drainage related improvements within City ROW's and properties. The contractor may also be required to complete drainage improvements along or in close proximity to roadways, including drainage ditches, drainage ways, existing drainage inlets/pipes, within easements or along new corridors as defined by the City in order to improve drainage conditions on City ROWs, easements, property, etc. in order to maintain and/or improve city roadway, drainage and related infrastructure systems.

If necessary, the Engineer may provide the Contractor with reference drawings and/or details for particular improvements to generally depict the existing conditions/proposed improvements for particular work orders. Should permits, access agreements, easements, rights-of-entry, etc. be required for such work to be completed, the City shall obtain the necessary permits and/or access agreements and provide to the contractor prior to the commencement of any construction activities related to such.

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

Should materials testing, density tests or other testing be required, it shall be provided by the City and coordinated with the Contractor's activities to ensure that the work is in accordance with the applicable specifications. Material testing, if required, shall be coordinated between the City and the Contractor as to not restrict the activities/progress of the Contractor for individual work orders.

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

The Contractor shall complete work as directed and approved by the City of Tupelo Public Works Department. Work shall be confined to 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 the development and submittal of the permit application to be approved by MDOT prior to the commencement of work on any MDOT rights-of-way.

Materials to be provided by the Owner and installed by the Contractor include reinforce concrete pipe (all sizes), HDPE pipe (all sizes), concrete inlets and PVC drain basins/inlets. All other materials, including crushed stone, asphalt, concrete, etc., and work as defined herein shall be provided/completed wholly by the Contractor to provide a finished project that meets the requirements of a normal roadway or drainage system in accordance with the respective technical specifications.

The Contractor may also be required to complete work in advance of or following other related work installed by others within the same project areas. The Contractor shall coordinate with the City and other contractors as required to facilitate overall improvements in a manner that meets the standards of typical construction sequencing and to minimize impacts to the public and the transportation system. Work that may require coordination to be installed by others includes asphalt pavement, concrete pavement, asphalt driveways, concrete driveways/aprons and concrete sidewalk, etc.

Related work/activities such as mobilization, demobilization, temporary traffic control, removal of vegetation, shaping and compaction of shoulder, removing excess materials, project clean-up, and other incidental items necessary to complete the project will not be measured for separate payment, but shall be absorbed into other bid items.

SECTION D

#### **BID FORM AND BIDDERS CERTIFICATES**

#### **PROPOSAL**

Proposal of <u>Curve-tion Tric</u>. (hereinafter called "BIDDER"), organized and existing under the laws of the State of <u>MS</u> doing business as a <u>Corporation</u>, insert: (corporation, partnership, limited liability company, or individual) to: the **City of Tupelo**, **Mississippi**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of the **Tupelo Roadway Maintenance Program – 2023 Annual Bid** project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been developed independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within **365** consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages in the sum of **\$200.00** for each consecutive calendar day that the work is not completed. Additionally, BIDDER agrees to pay liquidated damages in the amount of **\$200.00** for each consecutive calendar day that the work is not completed as provided for elsewhere in these CO'NTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER

DATE

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

**D-1** 

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)

	PROPOSAL CITY OF TUPELO, TUPELO ROADWAY MAINTENANCE FEBRUARY	MISS E PROG	ISSIPPI GRAM -		D
ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
	ROADWAY	ITEMS			
1	REMOVAL OF ASPHALT DRIVEWAYS, ALL DEPTHS	SY	1	\$20.00	\$20.00
2	REMOVAL OF CONCRETE DRIVEWAYS, ALL DEPTHS	SY	1	\$18.00	\$18.00
3	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	SY	1	\$26.00	\$26.00
4	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	SY	1	\$20.00	\$20.00
5	REMOVAL OF CONCRETE SIDEWALK, ALL DEPTHS	SY	1	\$18.00	\$18.00
6	REMOVAL OF CURB & GUTTER, ALL TYPES	LF	1	\$13.00	\$13.00
7	REMOVAL OF INLETS, ALL SIZES	EA	1	\$100.00	\$100.00
8	SAW CUT, FULL DEPTH	LF	1	\$10.00	\$10.00
9	UNCLASSIFIED EXCAVATION, 0'-3' DEPTH	СҮ	1	\$20.00	\$20.00
10	EXCESS EXCAVATION, 0'-3' DEPTH	CY	1	\$25.00	\$25.00
11	BORROW EXCAVATION, 0'-3' DEPTH	CY	1	\$28.00	\$28.00
12	CRUSHED STONE, 0'-1' DEPTH	TON	1	\$50.00	\$50.00
13	ASPHALT BASE COURSE, 19mm MIX, IN PLACE	TON	1	\$190.00	\$190.00
	SUB-TOTAL (ROADWAY ITEMS)				\$538.00
	DRAINAGE	ITEMS	5		
14	REMOVAL OF CONCRETE PIPE CULVERT, 24" OR LESS	LF	1	\$16.00	\$16.00
15	REMOVAL OF CONCRETE PIPE CULVERT, 25" - 48"	LF	1	\$20.00	\$20.00
16	REMOVAL OF PIPE CULVERT, ALL OTHER TYPES, 24" OR LESS	LF	1	\$20.00	\$20.00
17	REMOVAL OF PIPE CULVERT, ALL OTHER TYPES, 25" - 48"	LF	1	\$18.00	\$18.00
18	REINFORCED CONCRETE CURB INLET, SS-2 OR APPROVED EQUA	CY	1	\$1,500.00	\$1,500.00
19	PVC CURB INLET W/ 2' X 2' STD. CAST IRON GRATE	EA	1	\$2,200.00	\$2,200.00
20	PVC CURB INLET W/ 2' X 3' HIGH FLOW CAST IRON GRATE	EA	1	\$2,500.00	\$2,500.00
21	REINFORCED CONCRETE DRAIN BASIN W/ 2' X 2' CAST IRON GRA	СҮ	1	\$2.000.00	\$2,000.00
22	PVC DRAIN BASIN W/ 2' X 2' CAST IRON GRATE	EA	1	\$2,500.00	\$2,500.00
23	CONNECT TO EXISTING PIPE, ALL TYPES, 24" OR LESS	EA	1	\$1,500.00	\$1,500.00
24	CONNECT TO EXISTING PIPE, ALL TYPES, 25" - 48"	EA	1	\$1,800.00	\$1,800.00
25	CONNECT TO EXISTING INLET/JUNCTION BOX, ALL TYPES	EA	1	\$1,500.00	\$1,500.00

	PROPOS	AL FORM			
	CITY OF TUPE				
	TUPELO ROADWAY MAINTENAN FEBRUA	ARY, 2023	RAM	- 2023 ANNUAL I	BID
26	CONCRETE, IN PLACE	СҮ	1	\$500.00	\$500.00
27	15" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$30.00	\$30.00
28	15" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$35.00	\$35.00
29	18" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$35.00	\$35.00
30	18" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$38.00	\$38.00
31	24" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$35.00	\$35.00
32	24" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$40.00	\$40.00
33	30" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$45.00	\$45.00
34	30" RCP, 4'-6 DEPTH, OWNER FURNISHED PIPE	LF	1	\$50.00	\$50.00
35	36" RCP, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$45.00	\$45.00
36	36" RCP, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$50.00	\$50.00
37	15" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$35.00	\$35.00
38	15" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$40.00	\$40.00
39	18" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$40.00	\$40.00
40	18" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$45.00	\$45.00
41	24" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$45.00	\$45.00
42	24" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$50.00	\$50.00
43	30" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	1	\$55.00	\$55.00
44	30" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$60.00	\$60.00
45	36" HDPE, LESS THAN 4' DEPTH, OWNER FURNISHED PIPE	LF	I	\$60.00	\$60.00
46	36" HDPE, 4'-6' DEPTH, OWNER FURNISHED PIPE	LF	1	\$65.00	\$65.00
	SUB-TOTAL (DRAINAGE ITEMS)				\$16,972.00
	EROSION CO	NTROL IT	EMS		
47	TEMPORARY SILT FENCE	LF	1	\$10.00	\$10.00
48	WATTLES, 12"	EA	1	\$80.00	\$80.00
SUB-TOTAL (EROSION CONTROL ITEMS)			\$90.00		
	GRAND TOTAL (ALL ITEMS)				\$17,600.00

PROPOSAL FORM CITY OF TUPELO, MISSISSIPPI TUPELO ROADWAY MAINTENANCE PROGRAM - 2023 ANNUAL BID FEBRUARY, 2023	
NOTE: See Pargraph 3 of Section B - "Information for Bidders" of the Contract Documents for criteria that for the consideration and award of the Project.	will be utilized by the City
RESPECTFULLY SUBMITTED BY: James A. Hodges Construction ] (PLEASE PRINT) SIGNATURE: James A. Hodges, President	Enc.
(PLEASE PRINT) ADDRESS: 1281 County Road 811 Sattillo Mis 388106	THEY CONTORATION
PHONE NUMBER: 662-842-8538 CERTIFICATE OF RESPONSIBILITY NUMBER: 13570-MC	-

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

I, <u>Pobin Rodgers</u> certify that I am the Secretary of the Corporation named as Contractor in the foregoing Proposal; that <u>James A</u>. <u>Hodges</u> who signed said Proposal on behalf of the Contractor, was then <u>President</u> of said Corporation; that said Proposal was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Name: Robin Rodgers Title: <u>secretany</u> Signature: <u>Robin Rodgers</u> Date: Murch 15, 2023

(CORPORATE SEAL)



# PARTNERSHIP CERTIFICATE (To Be Executed If Bidder Is A Partnership)

STATE OF	)			
COUNTY OF )	) SS:			
On this day of, 2	023, before me personally appeared			
, known to be and known by me to be the person who executed	the above instrument, who being by			
me first duly sworn, did depose and say that he is general partne	er in the firm of:			
	; that said firm consists of			
himself and	; and that he executed the foregoing			
instrument for and on behalf of said firm for the uses and purpo	ses stated herein.			
Name:				
Signature:				
Notary Public in and for the				
County ofState of				
(Notarial Seal)				
My Commission Expire	s:			

#### LIMITED LIABILITY COMPANY CERTIFICATE

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

I, the undersigned \_\_\_\_\_\_, hereby certify that I am the Manager of \_\_\_\_\_\_ (the "Company") or if the Company does not have a Manager, a Member of the Company with full power and authority to bind the Company; that who executed the Proposal on behalf of the Company is of the Company with full power and authority to execute same on behalf of the Company, and that the Proposal and the Contract, if awarded to the Company, are within the powers and authority of the Company. Name: Title: Signature: Date: Name: Signature: Notary Public in and for the County of State of (Notarial Seal) My Commission Expires:

#### **AFFIDAVIT**

#### (TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF Lee
1, James A. Hodges
(name of person signing affidavit)
individually, and in my capacity as <u>President</u>
(title)
of James A. Hodges Construction Inc.

(name of firm, partnership, limited liability company, or corporation.) being duly sworn, on oath do depose and say as follows:

(a) That <u>Constructure</u> Inc. Bidder on the Tupelo Roadway Maintenance Program -

**2023 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 President

(SEAL) Sworn before me this <u>15</u> day of <u>March</u>, 2023.

My commission expires November 15th, 2026



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



## **AFFIDAVIT**

## (TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI COUNTY OF <u>Lee</u>	
I, James A Hodges (name of person signing affidavit)	
individually, and in my capacity as Plesider	
of <u>Tames A. Hodges</u> Construction Inc. (name of firm, partnership, limited liability company, or corporation	)
being duly sworn, on oath do depose and say as follows:	.)
(a) That <u>Construction Inc.</u> , Bidder on the Tupelo Roadway M	laintenance Program –
2023 Annual Bid in the City of Tupelo, Mississippi, has not either direc	tly or indirectly entered
into any agreement, participated in any collusion, or otherwise taken any a	ction in restraint of free
competitive bidding in connection with this contract; nor have any o	of its officers, partners,
employees or principal owners.	
(b) further, that neither said legal entity nor any of its directors, officers, pa	artners, principal owners
or managerial employees are currently debarred from bidding on public c	ontracts by the State of
Mississippi or any of its agencies; or by one or more of the other states or a	any of their agencies; or
by the Federal Highway Administration.	MINIS CONTR
Signature Jula Hay	SEAL THE
Title <u>President</u>	A 2002 TO
(SEAL) Sworn before me this 5 <sup>th</sup> day of March_, 2023.	A DATIN
My commission expires November 15th, 2026 Jan Renkin Notary	Public
NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THI DISQUALIFY THE BID.	S AFFIDAVIT WILL

of

# 83335

RANK

ommission Expires

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END OF SECTION D-9

SECTION E

**BIDDER'S AGREEMENT** 

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

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

James A. Hodges Construction Trc. state that 1281 County Doad 811, Sattillo US 38866 (Address of Contractor) a <u>Conputation</u> 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  $5^{\text{H}}$  day of  $10^{\text{H}}$ , 2023, 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 Roadway Maintenance Program – 2023 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.

Tames A. Hodges

CENTRACTOR SIGNATURE

Rodgers

END OF SECTION E-1