

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

TPD ELECTRIC GATE & ACCESS IMPROVEMENTS

TUPELO POLICE DEPARTMENT

BID No. 2021-039PD

**Tupelo Public Works Department
City of Tupelo, Mississippi**



NOVEMBER 2021



**DABBS CORPORATION
1050 N. Eason Boulevard
Tupelo, Mississippi 38804**

**CONTRACT DOCUMENTS &
TECHNICAL SPECIFICATIONS
FOR
TPD ELECTRIC GATE & ACCESS IMPROVEMENTS
TUPELO POLICE DEPARTMENT
Bid No. 2021-XXXXX**

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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 Tuesday, January 18, 2022** at the Purchasing Office, City Hall 1st Floor, 71 East Troy Street, Tupelo, Mississippi, 38804 for the furnishing of all labor and materials and for the construction of the certain Project designated as the *“TPD ELECTRIC GATE & ACCESS IMPROVEMENTS”*, **Bid No. 2021-039PD**, 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 drainage improvements to providing and installing a new electric gate, access controls, gate operators and related improvements as required to provide a secure and operational automatic gate system to an existing parking lot located at the Tupelo Police Department on Front St. within the City of Tupelo. Materials and related work, including pedestrian access gate access, electrical service, loop installation, access pedestal, door reader, removal of concrete curb & gutter, removal of asphalt pavement, concrete work and related site improvements, shall be provided by the contractor as specified by the Contract Documents for the purpose of installing the necessary equipment and support components to provide a fully functional and secure ingress/egress automatic gate system for vehicles and pedestrians. 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.

A Pre-Bid Meeting will be held at 10:00 am local time on Wednesday, January 5, 2022 at Tupelo Police Department, 1st floor conference room. Attendance by a representative of each bidder to the Pre-Bid Meeting is mandatory in order to be qualified to submit a bid for this project.

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. 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. 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: 12/14/2021 and 12/21/2021 in the NE Mississippi Daily Journal.

SECTION B

INFORMATION TO BIDDERS

SECTION B – INFORMATION FOR BIDDERS

1. Receipt and Opening of Proposals:

- A. A mandatory Pre-Bid meeting will be conducted at 10:00 am local time on Wednesday, January 5, 2022 in the first floor meeting room at Tupelo Police Department located at 400 N. Front St., Tupelo, MS 38804. Attendance is required to be qualified to bid on the Project. If a representative of the contractor is not in attendance at the meeting, a bid will not be accepted from the contractor by the Owner.
- B. Bids will be received by the City of Tupelo no later than 10:00 am local time on Tuesday, January 18, 2022 via the methods specified in SECTION A – Advertisement, which is bound herewith and per the requirements set forth herein.

2. Bid Proposal:

- A. Shall be made on 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. 2021-039PD: TPD Electric Gate & Access Improvements**
 - 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. 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.

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 be informed 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 materials and carry out the provisions of this 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, Specifications and Contract Documents (including addenda issued, if any).
12. **Time of Completion:** Total project time shall not be in accordance with the conditions set forth in Section A – Advertisement and Section represented in Section F - Contract. 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. **Project Schedule Guidelines:** The Contractor shall conduct a Pre-Construction Meeting prior to the issuance of the Notice To Proceed with the Owner and Engineer in order to review the proposed construction sequence and schedule. The Contractor shall plan to complete the work in a manner as to minimize access interruptions and normal operations of the Tupelo Police Department. If required, the Owner reserves the right to make revisions to the proposed sequencing and/or schedule as necessary to prevent access and operational interruptions as a result of the proposed construction work.
14. **Public Access / Public Safety:** It shall be the responsibility of the Contractor to understand the immediate proximity of the proposed improvements to an existing parking lot and are immediately adjacent to the Tupelo Police Department. The Contractor shall be required to implement Traffic Control, or some form of advance warning system and protective measures, in order to protect the Contractor's employees on site, other pedestrians and vehicular traffic during the term of the Project. Access to the parking lot shall not be restricted by the Contractor and/or the Project operations unless approved in writing by the Owner and when the times/intervals of proposed interruptions are coordinated in advance.
15. **Contract Award:** Award of Contract, if made, shall be within **fifteen (15) days** of date of receipt of Proposals.

16. **Issuance of "Notice to Proceed":** If the Contract is awarded, the Owner will issue the "Notice to Proceed" within 30 days of the Award of the Contract OR as agreed upon by the Contractor and Owner.
17. **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 Project Schedule Guidelines as defined in Paragraph 13 above or in accordance with the Contract Time as specified in the Contract.

END OF SECTION

SECTION C

GENERAL CONDITIONS OF WORK

SECTION C – GENERAL CONDITIONS OF WORK

CITY OF TUPELO POLICE DEPARTMENT

DATE: November 1, 2021

SUBJECT: General Conditions of Work

PROJECT: TPD Electric Gate & Access Improvements – BID NO. 2021-xxxXX

GENERAL PROJECT INFORMATION

Generally, this contract is to provide the labor, equipment and materials as necessary to provide the work as described in the Contract Documents. All proposed project work related to this contract shall be located at The Tupelo Police Department, 400 N. Front St. in Tupelo, MS. Project Drawings of the proposed improvements are not provided as part of the Contract Documents. Supplementary layout and detail drawings are included as an attachment to the Contract Documents as a reference for the suggested layout of the proposed improvements that are required for this Project.

It shall be the responsibility of the Contractor and sub-contractors to provide the necessary materials, labor, equipment and supplies required to install the proposed improvements in a manner to complete the Project and provide a fully functional and operational system that meets the highest standards of the proposed work that is detailed in the Contract Documents. All materials and supplies provided by the Contractor and sub-contractors shall be in accordance with the Project Drawings, Technical Specifications and applicable local, state and federal guidelines associated with any and all specified items as identified on the Bid Form and within Section C – General Conditions of Work.

PROJECT REQUIREMENTS

Following the Award of the Contract and prior to the issuance of the Notice to Proceed by the Owner, the Contractor shall submit to the Engineer a layout and detailed list of materials/components for each element of the proposed overall system, including Automatic Electric Gate System, Electric Pedestrian Gate System, Access Controls System, Electrical Improvements, Obstruction Loops, Free Exit Loops and Chain Link Fence.

The layout and detailed list of materials/components that are utilized for the proposed work shall be comprehensive to provide the City with a fully functional and operational system for (1.) ingress/egress to the secure parking area located behind the Tupelo Police Department; (2) to provide secure pedestrian ingress/egress to the parking area behind the Tupelo Police Department; (3.) to provide a gate pedestal for access via the automatic electric gate via card reader and intercom; and (4.) to provide Airphone video door station and master station for alternate access method.

The layout and detailed list of materials/components utilized for the proposed work shall be comprehensive to provide electrical services as needed (5.) to provide electric power service, in conduit, from the existing power source located at the Tupelo Police Department to the gate operators and pedestrian gate operator; (6.) to provide separate conduits for low voltage power from the gate operators to the gate pedestal; (7.) to provide separate conduit for low voltage power from the gate pedestal to the Tupelo Police Department building.

The layout and detailed list of materials/components utilized for the proposed work shall be comprehensive to provide access control electrical connections as needed (8.) to provide low voltage electric power service voltage power from the gate operators to the gate pedestal; (9.) to provide low voltage power from the gate pedestal to the main office control panel inside the Tupelo Police Department building.

In addition, the layout and detailed list of materials/components utilized for the proposed work shall be comprehensive to provide the additional chain link fencing, or alternate materials if approved by the Owner, between the existing chain link fencing around the proposed secure parking area to the gate system hardware to provide a completely secure parking area behind Tupelo Police Department. If necessary, this shall also be comprehensive to provide the additional chain link fencing, or alternate materials if approved by the Owner, between the gates in the proposed concrete island separating the ingress and egress vehicular lanes.

Upon review and approval of the proposed layout and detailed list of components/materials for each element of the overall system, the Contractor shall be authorized to order the necessary materials and shall be issued a Notice To Proceed by the Owner.

PROJECT PAY ITEMS

Work on the project shall consist of providing necessary labor, equipment, supplies and materials, etc. to provide and install the items included on the Bid Form and all other necessary work, including incidentals, required to provide a complete project in accordance with the directives included herein, Technical Specifications and manufacturer's material recommendations and all applicable local, state and federal guidelines associated with the types of work required for completing the proposed improvements. If there is not a pay item associated with a specific type of work or material that is required for providing the necessary improvements, then such work and/or materials shall be provided by the Contractor and shall be absorbed into other pay items that are included on the Bid Form. No additional or separate payment shall be provided by the Owner for providing the labor, materials, work, etc. as required to meet the project requirements related to the improvements specified herein. The items that shall be provided by the Contractor, as listed on the Bid Form, include the following:

1. **MOBILIZATION:** The contractor shall include a lump sum price for delivery and removal of project materials, equipment, etc. required for the project as part of this pay item. If necessary, other incidental materials, equipment, work that is not specifically defined or for which a specific pay item is not included shall be absorbed into the lump sum price for this pay item.
2. **REMOVAL OF EXISTING CONCRETE CURB:** The contractor shall remove and dispose of existing concrete curb and gutter as required to install new ADA compliant concrete sidewalk ramps for pedestrian access.

3. **REMOVAL OF ASPHALT PAVEMENT:** The contractor shall remove and dispose of existing asphalt pavement in the area represented on the supplementary site layout drawing attached to the Contract Documents in order to install new header curb and concrete island between the vehicular ingress/egress lanes.
4. **SAWCUTTING:** The contractor shall be required to sawcut the existing asphalt pavement as required to removal existing pavement and curbs in the areas represented on the supplementary site layout drawing to install new header curb and concrete island between the vehicular ingress/egress lanes and new sidewalk pedestrian access ramps. Sawcutting for loops, if required, shall not be included as part of this pay items but shall be absorbed into the pay items for each specific types of loops installed as part of this project.
5. **CONCRETE HEADER CURB:** The contractor shall provide and install new concrete header curb in order to provide a concrete island in the area represented on the supplementary site layout drawing attached to the Contract Documents to be located between the vehicular ingress/egress lanes. The header curb shall be 12" in total depth with 6" extending above the finished parking lot surface.
6. **CONCRETE, CLASS B:** The contractor shall provide and install 6" of concrete pavement between the proposed concrete header curb in order to provide a concrete island in the area represented on the supplementary site layout drawing attached to the Contract Documents to be located between the vehicular ingress/egress lanes. Additionally, concrete required for mounting gate posts and related hardware will be measured and paid for under this pay item.
7. **CONCRETE SIDEWALKS / ACCESS RAMPS:** The contractor shall provide and install 5 foot wide concrete sidewalks, with 4" minimum thickness, in the areas represented on the supplementary site layout drawing attached to the Contract Documents to be located between the proposed concrete sidewalk access ramps. The contractor shall provide and install concrete sidewalk access ramps, with 4" minimum thickness, to connect the proposed concrete sidewalks with existing parking lots. All concrete sidewalks and access ramps shall meet ADA requirements or shall not be accepted and considered for payment by the Owner.
8. **CRUSHED STONE:** The contractor shall provide and install 6" compacted thickness of crushed limestone base course under all proposed finished concrete, including the concrete island, concrete sidewalks and concrete sidewalk access ramps.
9. **EXCESS EXCAVATION:** The contractor shall remove and dispose of existing soil materials as required to excavate areas for the placement of crushed stone underneath the proposed concrete island, concrete header curb, concrete sidewalks and concrete sidewalk access ramps.
10. **BORROW EXCAVATION:** Should unsuitable materials be encountered during excess excavation in preparation for the proposed concrete island, concrete header curb, concrete sidewalks and concrete sidewalk access ramps, the engineer may instruct the contractor to provide additional excess excavation to remove and additional 12" of the unsuitable materials and replace with borrow material. In addition, borrow material may be required for finish grading around the proposed sidewalks, etc.

11. **AUTOMATIC ELECTRIC GATE SYSTEM:** The contractor shall provide all labor, equipment, supplies and materials required to furnish and install a fully functional and operational automatic electric gate for secure access to the existing parking lot located behind the Tupelo Police Department building. The contractor is required to submit a proposed layout and detailed list, with schedule of values, of the proposed materials/components included in the gate system to the Engineer for review/approval prior to the issuance of a Notice To Proceed to the Contractor. The automatic electric gate system will include, but is not limited to, the following components: 1hp gate operators, gate arm post mounts, single channel loop boards, dual channel loop boards, hinge sealed bearings, custom gate, 6" x 1 1/4" wall posts, electrical supplies and connections for gate operation, obstruction loops, free exit loops, loop caulk, gooseneck pad mount, surface mount box, fire box knox lock, Fire Department key switch, directional boring for gate installation, conduits for electrical service to gate, exterior gate camera and accessories, NVR licensing and configuration for exterior camera, etc. as required to fully install the necessary components for a fully functional and operational automatic electric gate system at the vehicular ingress/egress location to the existing parking lot behind Tupelo Police Department. Sub-contractors involved in the fabrication/installation of the gate system shall be required to coordinate with other sub-contractors to facilitate the installation and implementation of other components of the Project. ALL COSTS ASSOCIATED WITH PROVIDING AND INSTALLING THE COMPLETE GATE SYSTEM SHALL BE ABSORBED INTO THIS PAY ITEM. NO ADDITIONAL PAYMENT SHALL BE MADE TO THE CONTRACTOR BY THE OWNER FOR WORK ASSOCIATED TO FURNISHING A COMPLETE FUNCTIONAL AND OPERATIONAL SYSTEM.
12. **ELECTRIC PEDESTRIAN ACCESS GATE SYSTEM:** The contractor shall provide all labor, equipment, supplies and materials required to furnish and install a fully functional and operational electric pedestrian access gate system for secure pedestrian access via the existing chain link gate adjacent to the access drive to the parking lot located behind the Tupelo Police Department building. The contractor is required to submit a proposed layout and detailed list, with schedule of values, of the proposed materials/components included in the gate system to the Engineer for review/approval prior to the issuance of a Notice To Proceed to the Contractor. The electric pedestrian access gate system will include, but is not limited to, the following components: pedestrian gate operator, access pad and mount, GL-1 solenoid lock, TB200 gate hyd closure, electrical supplies and connections for gate operation, directional boring for gate installation, conduits for electrical service to gate, etc. as required to fully install the necessary components for a fully functional and operational pedestrian access gate system at the existing chain link pedestrian gate as identified on the supplementary site layout drawing attached to the Contract Documents. The contractor shall coordinate with the Access Control System installer/equipment as required to link access to/from door station and/or master station. Sub-contractors involved in the fabrication/installation of the gate system shall be required to coordinate with other sub-contractors to facilitate the installation and implementation of other components of the Project. ALL COSTS ASSOCIATED WITH PROVIDING AND INSTALLING THE COMPLETE PEDESTRIAN ACCESS GATE SYSTEM SHALL BE ABSORBED INTO THIS PAY ITEM. NO ADDITIONAL PAYMENT SHALL BE MADE TO THE CONTRACTOR BY THE OWNER FOR WORK ASSOCIATED TO FURNISHING A COMPLETE FUNCTIONAL AND OPERATIONAL SYSTEM.

13. **ACCESS CONTROLS SYSTEM:** The contractor shall provide all labor, equipment, supplies and materials required to furnish and install a fully functional and operational access control system for secure access via the proposed vehicular automatic electric gate system and the proposed electric pedestrian access system at the existing chain link gate adjacent to the access drive to the parking lot located behind the Tupelo Police Department building. The contractor is required to submit a proposed layout and detailed list, with schedule of values, of the proposed materials/components included in the access control system to the Engineer for review/approval prior to the issuance of a Notice To Proceed to the Contractor. The access control system will include the necessary components to communicate with the gate operators, access pad mounts, exterior cameras, video door station, master station, etc. and be connected to the Police Department building, including interior access control equipment and the interior main control panel. The access control system shall include, but is not limited to, the following components: S2 ACM two door reader board, HID RP40 multiCLASS reader, Aiphone IX Series, video door station, master station, all necessary hardware and fittings, all necessary low voltage materials and connections, etc. as required to fully install the necessary components for a fully functional and operational access controls system to the vehicular access gate and at the existing chain link pedestrian gate as identified on the supplementary site layout drawing attached to the Contract Documents. The Owner shall provide suitable network connections within 300 LF from each door station and/or master station. Sub-contractors involved in the fabrication/installation of the gate system shall be required to coordinate with other sub-contractors to facilitate the installation and implementation of other components of the Project. ALL COSTS ASSOCIATED WITH PROVIDING AND INSTALLING THE COMPLETE ACCESS CONTROLS SYSTEM SHALL BE ABSORBED INTO THIS PAY ITEM. NO ADDITIONAL PAYMENT SHALL BE MADE TO THE CONTRACTOR BY THE OWNER FOR WORK ASSOCIATED TO FURNISHING A COMPLETE FUNCTIONAL AND OPERATIONAL SYSTEM.
14. **ELECTRICAL SERVICE IMPROVEMENTS:** The contractor shall provide all labor, equipment, supplies and materials required to furnish and install electric power service and proposed conduits to the vehicular automatic electric gate system and the proposed electric pedestrian access system at the existing chain link pedestrian gate. The contractor is required to submit a proposed layout and detailed list, with schedule of values, of the proposed materials/components included in the electrical service improvements to the Engineer for review/approval prior to the issuance of a Notice To Proceed to the Contractor. The electrical service improvements will include the necessary components to provide electrical service from the existing concrete power pole located behind the Tupelo Police Department, including the necessary conduit attached to the concrete power pole to be connected by TW&L. The electrical service improvements shall also include, but is not limited to, the following components: electric service wire, encased in 2" underground conduit, from power pole to gate operators, conduits from gate operators to access control pad, conduit from access control pad to Tupelo Police Department building etc. as required to facilitate the installation and connection of the necessary electrical components to appropriate gate operators, pad mounts, access controls components and to connect to the main control panel inside Tupelo Police Department. Sub-contractors involved in the fabrication/installation of the gate system shall be required to coordinate with other sub-contractors to facilitate the installation and implementation of other components of the Project. ALL COSTS ASSOCIATED WITH

PROVIDING AND INSTALLING THE ELECTRICAL SERVICE IMPROVEMENTS SHALL BE ABSORBED INTO THIS PAY ITEM. NO ADDITIONAL PAYMENT SHALL BE MADE TO THE CONTRACTOR BY THE OWNER FOR WORK ASSOCIATED TO FURNISHING A COMPLETE FUNCTIONAL AND OPERATIONAL SYSTEM.

15. OBSTRUCTION LOOPS: The contractor shall provide and install the loops, including any saw cuts, as required for normal gate operations. The loops shall include, at a minimum, the size and quantity shown on the attached supplementary layout drawing.
16. FREE EXIT LOOPS: The contractor shall provide and install the loops, including any saw cuts, as required for normal gate operations. The loops shall include, at a minimum, the size and quantity shown on the attached supplementary layout drawing.
17. CHAIN LINK FENCE: The contractor shall provide and install black vinyl chain link fencing, and any related materials required for installation and connections to existing fence sections, between the gates and existing fence as required to fully enclose and secure the parking lot behind Tupelo Police Department.
18. SOLID SODDING: The contractor shall provide and install sodding to match the existing grass type adjacent to any proposed improvement that are left disturbed. This shall include finish grading, placement, watering etc. as required to provide and install the sodding in a manner that promotes positive drainage and that matches the adjacent grades. No separate payment will be made for incidental work, equipment, materials, etc. required to provide and install the sodding as required for final approval and acceptance of the Owner.
19. PEDESTRIAN / TRAFFIC CONTROL MEASURES: The contractor shall be required to provide and implement measures to provide advance warning of proposed construction activities and to direct pedestrian and vehicular traffic away from work areas as required to protect pedestrians and vehicular traffic that access the Tupelo Police Department. Given that the TPD building is accessed 24 hours per day, such measures shall be implemented during the work and non-work times to prevent inadvertent and/or unwarranted public access to the project site, trenches, equipment, etc.

Upon the completion of the delivery of concrete to the project site, the City shall provide a place for the wash out and cleanup of Contractor's equipment. The Contractor shall not be permitted to wash out concrete or other materials on paved/improved areas or into ditches, storm drains, drainage ways, etc. or within any areas that are not approved by the Owner.

SECTION D

BID FORM AND BIDDERS CERTIFICATES

PROPOSAL

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____ doing business as a _____, insert: (corporation, partnership, limited liability company, or individual) to: the **City of Tupelo, Mississippi**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of the **TPD Electric Gate & Access Improvements** 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 **30** consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of **\$200.00** for each consecutive calendar day thereafter as provided for elsewhere in these CONTRACT 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.

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

(SEE FOLLOWING SHEET FOR BID ITEMS)

SECTION D: BID FORM - BID NO. 2021-039PD
TPD ELECTRIC GATE & ACCESS IMPROVEMENTS
TUPELO POLICE DEPARTMENT
NOVEMBER, 2021

ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST
1	MOBILIZATION	LS	1		
2	REMOVAL OF CONCRETE CURB	LF	50		
3	REMOVAL OF ASPHALT PAVEMENT	SY	10		
4	SAWCUTTING	LF	150		
5	CONCRETE HEADER CURB	LF	80		
6	CONCRETE, CLASS B (Concrete Island)	SY	10		
7	CONCRETE SIDEWALKS / ACCESS RAMPS	SY	75		
8	CRUSHED STONE	CY	40		
9	EXCESS EXCAVATION	CY	1		
10	BORROW EXCAVATION	CY	1		
11	AUTOMATIC ELECTRIC GATE SYSTEM	LS	1		
12	ELECTRIC PEDESTRIAN GATE SYSTEM	LS	1		
13	ACCESS CONTROLS SYSTEM	LS	1		
14	ELECTRICAL SERVICE IMPROVEMENTS	LS	1		
15	OBSTRUCTION LOOPS	LF	180		
16	FREE EXIT LOOPS	LF	100		
17	CHAIN LINK FENCE	LF	10		
18	SOLID SODDING	SY	120		
19	PEDESTRIAN / TRAFFIC CONTROL MEASURES	LS	1		
TOTAL AMOUNT					

IN ACCORDANCE WITH THE PUBLISHED BID NOTICE, GENERAL CONDITIONS AND INFORMATION PROVIDED BY THE CITY 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 CLOSEOUT OF THE PROJECT.

RESPECTFULLY SUBMITTED BY: _____

(PLEASE PRINT)

SIGNATURE: _____

NAME AND TITLE: _____

(PLEASE PRINT)

(SEAL)
IF BY CORPORATION

ADDRESS: _____

PHONE NUMBER: _____

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

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

Name: _____

Title: _____

Signature: _____

Date: _____

(CORPORATE SEAL)

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

STATE OF _____)
COUNTY OF _____) ss:

On this _____ day of _____, 2022, before me personally appeared _____, known to be and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is general partner in the firm of:

_____; that said firm consists of himself and _____; and that he executed the foregoing instrument for and on behalf of said firm for the uses and purposes stated herein.

Name: _____

Signature: _____

Notary Public in and for the

County of _____
State of _____

(Notarial Seal)

My Commission Expires: _____

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

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

Name: _____

Title: _____

Signature: _____

Date: _____

Name: _____

Signature: _____

Notary Public in and for the

County of _____
State of _____

(Notarial Seal)

My Commission Expires: _____

AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI

COUNTY OF _____

I, _____

(name of person signing affidavit)

individually, and in my capacity as _____

(title)

of _____

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

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

(a) That _____, Bidder on the **TPD Electric Gate & Access Improvements** in the **City of Tupelo, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature _____

Title _____

(SEAL)

Sworn before me this ____ day of _____, 2022.

My commission expires _____ Notary Public

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

AFFIDAVIT

(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF _____

I, _____
(name of person signing affidavit)
individually, and in my capacity as _____
(title)
of _____
(name of firm, partnership, limited liability company, or corporation.)
being duly sworn, on oath do depose and say as follows:

(a) That _____, Bidder on the **TPD Electric Gate & Access Improvements** in the **City of Tupelo, Mississippi**, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature _____

Title _____

(SEAL)

Sworn before me this ____ day of _____, 2022.

My commission expires _____ Notary Public

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

SECTION E

BIDDER'S AGREEMENT

SECTION E – BIDDER’S AGREEMENT

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

state that

(Name of Contractor)

(Address of Contractor)

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

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

Signed, this the ____ day of _____, 2022, 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 “**TPD ELECTRIC GATE & ACCESS IMPROVEMENTS**” Project. At the request of the Owner, the Contractor agrees to sign and submit the necessary contract, insurance information, performance and payment bond, etc. in accordance with the terms provided by the Contract Documents for approval and final execution by the Owner.

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

CONTRACTOR NAME

CONTRACTOR SIGNATURE

CONTRACTOR TITLE

WITNESSED BY:

END OF SECTION

SECTION F

CONTRACT

CONTRACT

THIS AGREEMENT, made this the _____ day of _____, 2022, 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 **TPD ELECTRIC GATE & ACCESS IMPROVEMENTS**, 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 1 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) SPECIFICATIONS issued by **Dabbs Corporation** dated **November, 2021**.
 - (j) ADDENDA:
No. ____ Dated _____ and No. ____ Dated _____.
 - (k) All federal government conditions, specifications, regulations and requirements bound herein.
6. The Contractor agrees to abide by the following consequences for failure to complete the project within the time specified in the Contract Documents:
- A. LIQUIDATED DAMAGES - CONTRACTOR shall pay to OWNER for each and every calendar day that he shall be in default in attaining Completion of the Work of an individual work order the sum of \$ 200.00 as liquidated damages. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$ 200.00 for each calendar day that he shall be in default in completing the Work per the terms set forth by the Contract Documents. Since the OWNER's losses are due to the CONTRACTOR's delay and are not readily ascertainable, the amount provided herein for liquidated damages constitutes agreed damages and not a penalty.
 - B. INDEMNIFICATION - In addition to payment of the above liquidated damages, CONTRACTOR 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: _____

TITLE: City Clerk

(SEAL)

Contractor

BY: _____

NAME: _____

Title _____

ATTEST:

BY: _____

NAME: _____

TITLE: _____

(SEAL)

END OF SECTION

F-4

SECTION G

PERFORMANCE & PAYMENT BOND

SECTION G
PERFORMANCE AND PAYMENT BOND

CONTRACT BOND FOR _____

LOCATED IN THE COUNTY OF _____

STATE OF MISSISSIPPI,

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

(hereinafter "Principal"), a _____

residing at _____ in the State of _____

and _____
(Surety)

residing at _____ in the State of _____

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

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

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

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

OWNER at the instance of any officer of the OWNER authorized in such cases, for double 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

SECTION H - TECHNICAL SPECIFICATIONS

TPD ELECTRIC GATE & ACCESS IMPROVEMENTS TUPELO POLICE DEPARTMENT NOVEMBER 2021

Table of Contents

1. General Construction Notes	GC-1
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GENERAL CONSTRUCTION NOTES

1. The project shall be completed within the schedule and guidelines set forth in the Contract Documents. It shall be the contractor's responsibility to meet the project requirements with respect to project schedule, project safety, etc. and shall not be the responsibility of the Owner. The contractor shall agree to pay liquidated damages for each day that the project is not completed per the requirements set forth in the Contract Documents.
2. The contractor shall be solely responsible for protecting workers, pedestrians, vehicular traffic during the entire project. As identified in Section B – Information for Bidders and Section C – General Conditions of Work, the contractor shall provide the necessary temporary protections for workers, pedestrians and vehicles as required for the duration of the project, including during non-work periods, given the nature of activity at all hours of the day and night at the Tupelo Police Department.
3. Existing utility locations are not shown on the Drawings. 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.
4. 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.
5. The Contractor shall be responsible for verifying horizontal and vertical clearances on any utility service crossings before installation.
6. The Contractor shall provide all work related to pedestrian access and movements in accordance with the requirements of the American with Disabilities Act (ADA) and work shall be inspected following the Project to ensure compliance. If work completed by the Contractor does not comply with the required ADA guidelines/requirements, the Contractor shall not be reimbursed until such improvements are made so that all of the new improvements, including sidewalks, ramps, etc., are in compliance with current ADA standards.
6. The Contractor shall provide 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.
7. The Contractor shall be responsible for completing all sampling and testing of materials as required by the specifications.
8. 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, 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.
- C. The Contractor shall provide all work related to pedestrian access and movements in accordance with the requirements of the American with Disabilities Act (ADA) and work shall be inspected following the Project to ensure compliance. If work completed by the Contractor does not comply with the required ADA guidelines/requirements, the Contractor shall not be reimbursed until such improvements are made so that all of the new improvements, including sidewalks, ramps, etc., are in compliance with current ADA standards.
- 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. Concrete – See MDOT Std. Drawings for Sidewalks & Ramps (*See Part 1–C above*)
- D. Electrical
- E. Traffic Control / Temporary Signage

**END OF SECTION
TS-1**