

**BOUNDARY FENCE FOR
EAST MISSISSIPPI STATE HOSPITAL – NHD
NORTH LAKELAND DRIVE
MERIDIAN, MS**

PREPARED FOR
EAST MISSISSIPPI STATE HOSPITAL
MERIDIAN, MS

JANUARY 2023

PREPARED BY
ENGINEERING PLUS, INC.
1724B 23RD AVENUE
MERIDIAN, MS
Proj. No.22-203



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INFORMATION FOR BIDDERS

BIDS will be received by EAST MISSISSIPPI STATE HOSPITAL for the construction of a BOUNDARY FENCE AT EAST MISSISSIPPI STATE HOSPITAL-NHD located at North Lakeland Drive, Meridian, Mississippi.

Each BID must be submitted in a sealed envelope, addressed to EAST MISSISSIPPI STATE HOSPITAL at 1818 COLLEGE DRIVE, MERIDIAN, MISSISSIPPI. Each sealed envelope containing a BID must be plainly marked on the outside as BID for BOUNDARY FENCE FOR EAST MISSISSIPPI STATE HOSPITAL - NHD and the envelope should bear on the outside the name of the BIDDER and physical address. If forwarded by mail or delivery service, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at 1818 COLLEGE DRIVE, MERIDIAN, MS 39307 ATTN: RICK ENTREKIN, DIR. OF BUSINESS SERVICES.

All BIDS must be made on the prepared BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after that time and date specified shall not be considered. No BIDDER may withdraw a BID within 30 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and BIDDER.

BIDDERS must satisfy themselves of the extent of work required by examination of the site and review of the contract documents including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the contractor or relieve him from fulfilling any of the conditions of the contract.

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 any 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 obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made based on the "Basis of Award" as stated in the CONTRACT DOCUMENTS to the qualified, responsible BIDDER as deemed to be in the best interest of the

EAST MISSISSIPPI STATE HOSPITAL-NHD. A Purchase Order will be issued to the successful BIDDER. Once final layout is approved by the Owner, the BIDDER may order play structures and other features.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

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 obligations in respect to his bid.

The BIDDER must agree to commence work on or before a date to be specified in the written "Notice to Proceed" of the OWNER and to fully complete the project within **90** consecutive calendar days thereafter. "Notice to Proceed" will be issued once play structures are on site or as agreed upon by the Owner and BIDDER. BIDDER must agree also to pay as liquidated damages, the sum of **\$250.00** for each consecutive calendar day thereafter as hereinafter provided in the Special Conditions.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

The ENGINEER is **ENGINEERING PLUS, INC.** located at **1724-B 23RD AVENUE, MERIDIAN, MS 39301; (601) 693-4234 website: engineeringplus.com.** Project documents are available for a non-refundable fee of \$100.

A PRE-BID MEETING IS NOT SCHEDULED FOR THE PROJECT.
THE SITE IS OPEN AND ACCESSIBLE.
ALL BIDDERS ARE STRONGLY ENCOURAGED TO VISIT THE SITE PRIOR TO
SUBMITTING A BID.

PROJECT SITE LOCATION:
"THE PINES" at NORTH LAKELAND
IS LOCATED AT 1451 & 1455 NORTH LAKELAND DRIVE, MERIDIAN, MS
SITE COOR: 32°22'14.12" N 88°46'05.47" W

PROJECT SUMMARY

BOUNDARY FENCE FOR EAST MISSISSIPPI STATE HOSPITAL - NHD “THE PINES AT NORTH LAKELAND” 1451 & 1455 NORTH LAKELAND DRIVE, MERIDIAN, MS

It is the intent of this project to provide and construct security boundary fencing for the referenced site facility. Fencing will include both ornamental iron fence and black vinyl coated chain link fence with automated and manual gates as generally indicated on the site plan.

Primary items of work:

±1200 Lin.Ft. 72” commercial ornamental iron fence

1 – 10’ wide dbl. hung swing access gates; commercial ornamental iron

2 – 27’ wide cantilever gate w/automation; commercial ornamental iron

1 – 25’ wide cantilever gate manual operation; commercial ornamental iron

±2250 Lin.Ft. 72” black vinyl coated chain link fence

3 – 10’ wide dbl. hung swing access gates; black vinyl coated chain link

TOTAL LUMP SUM BID:

I (we) agree to finish the contract for the East Mississippi State Hospital-NHD, Meridian, MS within 90 Calendar Days after the receipt of a Notice to Proceed.

I (we) further propose to execute the attached contract agreement within ten (10) days after the work is awarded to me (us), and to begin the work within 10 days after the issue of Notice to Proceed. I (we) further agree to complete the work within the time stipulated in the proposal.

I (we) also propose to execute the attached Payment and Performance Bonds within ten (10) days of the date of accepting bids. The bond will be in the amount of 100% of the total of my (our) bid. This bond shall not only serve to guarantee the completion of the work on my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (we) enclose a certified check or bid bond for _____ dollars and hereby agree that failure to execute the contract and furnish bond within ten (10) days after notice of award, the amount of this check or bid bond will be forfeited to the East Mississippi State Hospital, Meridian, MS as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check or bid bond will be returned to me.

ACCEPTANCE:

I certify that I am authorized to enter into a binding contract, if this proposal is accepted.

Signature _____ Date _____

Name and Title _____

Name of Business _____

Address _____ City/State/Zip Code _____

Certificate of Responsibility Number (s): _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal, and _____

_____ as Surety, are hereby held and firmly
bound unto _____
as OWNER in the penal sum of _____

_____ for payment of which, well and truly to be made, we hereby jointly and severally bind
ourselves, successors and assigns.

Signed, this _____ day of _____, 2023.

The Condition of the above obligation is such that whereas the Principal has submitted to
_____ a certain

BID, attached hereto and hereby made a part hereof to enter in to a contract in writing,
for the _____

NOW, THEREFORE,

(a) If said BID shall be rejected, or

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

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

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

_____(L.S.)
Principal

Surety

By: _____

**Important—Surety companies executing BONDS must appear on the Treasury Department's most
current list (circular 570 as amended) and be authorized to transact business in the state where the
project is located.**

CONTRACTOR EEV CERTIFICATION AND AGREEMENT

Project: BOUNDARY FENCE FOR EAST MISSISSIPPI STATE HOSPITAL-NHD

NORTH LAKELAND DRIVE, MERIDIAN, MS

Owner: EAST MISSISSIPPI STATE HOSPITAL-NHD

By executing this Certification and Agreement, the undersigned verifies its compliance with Senate Bill 2988 from the 2008 Mississippi Legislative Session, "**Mississippi Employment Protection Act**," as published in Laws, 2008 and codified in the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the East Mississippi State Hospital, Department of Employment Security, State Tax Commission, Secretary of State, and Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the County has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the EMSH if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any subconsultant(s) and/or subcontractor(s) in connection with the performance of this Contract, the undersigned will secure from such subconsultant(s) and/or subcontractor(s) verification of compliance with the **Mississippi Employment Protection Act**. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the East Mississippi State Hospital, if requested, for the benefit of EMSH or this Contract.

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____
Authorized Officer or Agent

Date

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent of Contractor

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

FAILURE TO SUBMIT COMPLETED FORM WITH BID MAY BE GROUNDS FOR REJECTION.

CONTRACT

THIS AGREEMENT made this _____ day of _____, 2023 by and between

East Mississippi State Hospital, hereinafter called "OWNER" and

_____ doing business as a corporation hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payment and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the **BOUNDARY FENCE**
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within **10** calendar days after the NOTICE TO PROCEED and will complete the same within **90 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 lump sum price as shown in the BID Schedule as defined in said documents.
5. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
6. 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 duplicate, each of which shall be deemed an original on the date first above written.

OWNER:

East Mississippi State Hospital

By: _____

Name: _____

Title: _____

(SEAL)
ATTEST:

Name: _____

Title: _____

CONTRACTOR:

By: _____

Name: _____

Address: _____

(SEAL)
ATTEST:

Name: _____

Title: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter call OWNER, in the penal sum of _____ Dollars, \$ (_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 2023, a copy of which is hereto attached and made a part hereof for the construction of:

**BOUNDARY FENCE FOR EAST MISSISSIPPI STATE HOSPITAL - NHD
NORTH LAKELAND DRIVE, MERIDIAN, MS**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one
(number)
of which shall be deemed an original, this the _____ day of _____ 2023.

ATTEST:

Principal

(Principal) Secretary

(SEAL)

By _____(s)

(Address)

(Witness as to Principal)

(Address)

Surety

ATTEST:

By _____
Attorney-in-Fact

(Witness as to Surety)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasure Departments most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter call OWNER, in the penal sum of _____ Dollars, \$ (_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 2023, a copy of which is hereto attached and made a part hereof for the construction of:

**BOUNDARY FENCE FOR EAST MISSISSIPPI STATE HOSPITAL - NHD
NORTH LAKELAND DRIVE, MERIDIAN, MS**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice too the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one
(number)
of which shall be deemed an original, this the _____ day of _____ 2023.

ATTEST:

Principal

(Principal) Secretary

(SEAL)

By _____(s)

(Address)

(Witness as to Principal)

(Address)

Surety

ATTEST:

By _____
Attorney-in-Fact

(Witness as to Surety)

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasure Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

Performance Bond: Page 2 of 2

NOTICE TO CONTRACTORS

(Status of Utility Adjustment)

All known utilities within the construction limits of this project shall be located by contractor. Any adjustment to utilities shall be coordinated with owner and utility company.

Existing overhead power line are present on the project site. The Contractor shall coordinate all work near power line with utility company. The Contractor shall use extra precaution when working near existing overhead power line.

Additional assistance on utility location may be obtained by contacting the following:

**MISSISSIPPI ONE-CALL CENTER
KNOW WHAT'S BELOW, CALL BEFORE YOU DIG:
PHONE: 1-800-227-6477**



**Know what's below.
Call before you dig...
811 or 800.227.6477**

GENERAL CONDITIONS

1. DEFINITIONS OF TERMS

- A. The contract documents consist of the Contract, the General Conditions of the contract, the Special Conditions and Plans and Specifications, including all modifications thereof incorporated in the documents before their execution. These form the Contract.
- B. The Owner, the Contractor and the Engineer are those mentioned as such in the Contract. They are treated throughout the contract documents as if each were of the singular number and masculine gender.
- C. Wherever in this Contract the word engineer is used, it shall be understood as referring to the engineer of the owner, acting personally or through an assistant duly authorized in writing for such act by the Engineer.
- D. Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm, or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to he who gives the notice.
- E. The term 'sub-contractor', as employed herein, includes only those having a direct contract which the contractor and it includes one who furnished material worked to a special design according to the plans and specifications of this work, but does not include one who merely furnishes material not so worked.
- F. The term 'work' of the contractor or sub-contractor includes labor, materials or both, equipment, transportation, or other facilities necessary to complete the contract.
- G. The term 'laboratory' refers to any testing laboratory designated or approved by the engineers to perform tests on materials entering the work.
- H. A change order is a written agreement between the Owner and the Contractor, with the approval of the Engineer, which when duly executed becomes part of the contract. Change orders may either decrease or increase the work to be performed under the contract.
- I. A work order is a written notice from the Owner notifying the Contractor to begin work.

2. INTENT OF DOCUMENTS

The intention of the documents is to include all labor, materials, equipment and necessary for the proper execution of the work.

3. DETAIL DRAWINGS AND INSTRUCTIONS

The engineer shall furnish with reasonable promptness additional instructions, by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the contract documents and will be so prepared that they can be reasonably interpreted as part thereof.

4. OWNERSHIP OF DRAWINGS

All drawings, specifications and copies furnished by the engineer are his property.

5. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

6. MATERIALS, APPLIANCES, EMPLOYEES

The contractor shall provide and pay for all materials, labor, water, tools, equipment, light power, transportation and other facilities necessary for the execution and completion of the work.

The contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work an unfit person or anyone not skilled in the work assigned to him.

7. ROYALTIES AND PATENTS

Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the owner harmless from loss on account thereof, except the owner shall be responsible for all such loss when a particular manufacturer or manufacturers is specified. But, if the contractor has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the engineer.

8. SURVEYS, PERMITS AND REGULATIONS

The owner shall furnish all surveys unless otherwise specified. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the contractor. Permits, licenses and easements for permanent structures or permanent

changes in existing facilities shall be secured and paid for by the owner, unless otherwise specified.

The contractor shall give all notices and comply with all laws ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the contractor observes that the drawings and; specifications are at a variance therewith, he shall promptly notify the engineer in writing, and any necessary changes shall be made as provided in the contract for changes in the work. If the contractor performs any work, knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the engineer, he shall bear all costs arising therefrom.

9. PROTECTION OF WORK AND PROPERTY

The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury or loss, except such as may be directly due to any errors in the contract documents or caused by agents or employees of the owner. He shall adequately protect adjacent property as provided by law and the contract documents. He shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by Public Authority or local conditions.

In an emergency affecting the safety of life, of work, or of adjoining property, the contractor, without special instruction or authorization from the engineer, is hereby permitted to act at his discretion to prevent such threatened loss or injury, and he shall so act if so instructed or authorized. Any compensation claimed by the contractor on account of emergency work shall be determined by agreement arbitration.

10. INSPECTION OF WORK

The engineer and his representative shall at all times have access to the work wherever it is in preparation or progress, and the contractor shall provide proper facilities for such access and for inspection. If the specifications, the engineer's instructions, laws, ordinances or any Public Authority require any work to be specially tested or approved, the contractor shall give the engineer timely notice of its readiness for inspection, and if the inspection is by any other authority other than the engineer, of the date fixed for such inspection. Inspections by the engineer shall be promptly made and where practicable at the source of supply. If any work should be covered up without approval or consent of the engineer, it must, if required by the engineer, be uncovered for examination at the contractor's expense.

Re-examination of questioned work may be ordered by the engineer and if so ordered, the work must be uncovered by the contractor. If such work is found to be in accordance with contract documents, the owner shall pay the cost of re-examination and replacement.

If such work is found not to be in accordance with the contract documents, the contractor shall pay the cost.

11. SUPERVISION

The contractor shall keep on his project during its progress a superintendent and pay any necessary assistants, all satisfactory to the engineer.

The superintendent shall not be changed except with the consent of the engineer, unless the superintendent proves to be unsatisfactory to the contractor and ceases to be in his employ. The superintendent shall represent the contractor in his absence and all directions given to him shall be binding as if given to the contractor. Important directions shall be confirmed on written request in each case. The contractor shall give efficient supervision to the work, using his optimum skilled attention. If the contractor in the course of the work finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omissions in the drawings or in the layout as given by points and instructions, it shall be his duty to immediately inform the engineer in writing, and the engineer shall promptly verify the same. Until authorized, any work done after such discovery will be done at the contractor's risk.

12. CHANGES IN WORK

The owner without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from the work - the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. The owner reserves the right to increase or decrease quantities or delete pay items.

In giving instructions, the engineer shall have authority to make minor changes in work not involving extra cost and not inconsistent with the purposes of the work, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the engineer, and no claim for an addition to the contract sum shall be valid unless so ordered.

The value of any such extra work or change shall be determined in one or more of the following ways:

- (a) By the estimated and acceptance in a lump sum.
- (b) By unit prices named in the contract or subsequently agreed upon.
- (c) By cost and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon the contractor, provided he receives an order as above, shall proceed with the work. In such case and also under case (c), he shall keep and present in such form as the engineer may direct a correct amount of the net cost of labor and materials together with vouchers. In any case, the engineer shall certify to the amount including reasonable allowance for overhead and profit due to the contractor. Pending final determination of value, payments on account of changes will be made on the engineer's estimate.

13. CLAIMS FOR EXTRA COST

If the contractor claims that any instructions by drawings or otherwise involve extra cost under this contract, he shall give the engineer written notice thereof within a reasonable time after receipt of such instructions, and in any event before proceeding to execute the work, except in an emergency endangering life or property; the procedure shall then be as provided for changes in the work. No such claim shall be valid unless so made.

14. DEDUCTIONS FOR UNCORRECTED WORK

If the engineer deems it inexpedient to correct work injured or done not in accordance with the contract, an equitable deduction from the contract price shall therefore be made.

All work which has been rejected shall be satisfactorily remedied or else removed and replaced in an acceptable manner by the contractor and no additional compensation shall be allowed for such correction, removal or replacement.

15. DELAYS AND EXTENSION OF TIME

If the contractor is delayed at any time in the progress of the work by any act or neglect by the owner, his employees, any other contractor employed by the owner, changes ordered in the work, strikes, lockouts, fire, unusual delay in transportation, delay authorized by the engineer, or by any cause which the engineer shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the engineer may decide.

No such extension shall be made for delay occurring more than five (5) days before claim is made in writing to the engineer. In the case of a continuing cause of delay only one claim is necessary.

If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay shall be allowed on account of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claim is reasonable.

This article does not exclude the recovery of damages for delay by either party under other provisions in the contract documents.

16. CORRECTION OF WORK BEFORE FINAL PAYMENT

The contractor shall promptly remove from the premises all materials condemned by the engineer as failing to conform to the contract, whether incorporated in the work or not, and the contractor shall promptly replace and re-execute his own work in accordance with the contract and without expense to the owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such replacement or removal.

17. SUSPENSION OF WORK

The owner may at any time suspend the work, or any part thereof by giving one day notice to the contractor in writing. The work shall be resumed by the contractor within ten (10) days after the date fixed in the written notice from the owner to the contractor to do so.

18. THE OWNER'S RIGHT TO DO WORK

If the contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the owner, after three (3) days written notice to the contractor, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost from the payment then or thereafter due to the contractor.

19. THE OWNER'S RIGHT TO FURNISH MATERIALS

If the contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistent disregard of laws, ordinances, or the instructions of the engineer, otherwise be guilty of a substantial violation of any provision of the contract, then the owner, upon the certificate of the engineer that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the contractor seven (7) days written notice, terminate the employment of the contractor and take possession of the premises and all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient. In such case the contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the expense of finishing the work, including compensations for administrative services, such excess shall be paid to the contractor. If such expense exceeds the unpaid balance, the contractor shall pay the difference to the owner. The expense incurred by the owner as herein provided, and the damage incurred through the contractor's default shall be certified by the engineer.

20. THE OWNER'S RIGHT TO TERMINATE CONTRACT

In the event that any of the provisions of this contract are violated by the contractor or by any of his subcontractors, the owner may serve written notice upon the contractor of its intention to terminate the contract, such notice is to contain the reasons for such intention to terminate and unless within ten (10) days after the serving of such notice upon the contractor, such violations or delay shall cease and satisfactory arrangement of correction will be made, the contract shall upon the expiration of said ten (10) days, cease and terminate.

In the event of any such termination the owner shall immediately serve notice thereof upon the contractor, and the owner may take over the work and prosecute the same to

completion by contract or by force account for the account and at the expense of the contractor and the contractor shall be liable to the owner for any excess cost occasioned the owner thereby, and in such event the owner may take possession of and utilize in completing the work, such materials, appliance and plant, as may be on the site of the work and necessary therefore.

21. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work should be stopped under an order of any court or other Public Authority for a period of three (3) months, through no act or fault of the contractor or of anyone employed by him, or if the engineer should fail to issue an estimate for payment within seven (7) days after it is due, or if the owner should fail to pay the contractor within seven (7) days of its maturity and presentation any sum certified by the engineer or awarded by arbitrators, then the contractor may, upon seven (7) days written notice to the owner and the engineer, stop work or terminate this contract and recover from the owner payment for all work executed and any loss sustained upon an plant or materials and reasonable profit damages.

22. PAYMENTS WITHHELD

The owner may withhold, or on account of subsequently discovered evidences, nullify the whole or part of any certificate to such extent as may be necessary to protect himself from loss on account of:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claim.
- (c) Failure of the contractor to make payments properly to subcontractors, or for material or labor.
- (d) A reasonable doubt that the contract can be completed for the balance then unpaid.
- (e) Damage to another contractor.

When the above grounds are removed payment shall be made for amounts withheld because of them.

23. CONTRACTOR'S LIABILITY INSURANCE

The contractor shall maintain Workmen's Compensation Insurance on his employees which fully complies with the laws of the State of Mississippi. The contractor shall insure that all subcontractors carry such Workmen's Compensation Insurance. The employee of any subcontractor who is not required to carry Workmen's Compensation shall be carried as employees of the contractor. The contractor shall procure and keep in force during the life of this contract General Liability Insurance protecting contractor from all claims for personal injury including death and for property damage which may arise from contractor's performance of this contract and from the performance of any subcontractor and anyone employed by or being the agent of the contractor.

General Liability Coverage with limits equal to or excess of \$500,000 per occurrence/\$500,000 per aggregate. Automobile Liability - \$500,000 combined single limit. Builder's Risk - 100% of contract amount. All policies of General Liability Insurance shall name therein as an additional named insured the owner. Certificates evidencing Workmen's Compensation and General Liability Insurance shall be filed with and approved by the Engineer prior to commencement of any work by contractor.

24. INDEMNITY

The contractor shall indemnify and protect the owner from and against all losses, claims, demands, payments, suits, actions, recoveries and judgment of every nature and description brought against him which may arise out of this contract, or the execution of the work or of the guarding of it, and shall furnish evidence of insurance to cover this exposure in the same amounts specified in the preceding paragraph.

25. LIENS

Neither the final payment nor any part of the retained percentage shall become due until the contractor delivers to the owner, a complete release of all liens and rights to claim liens by all subcontractors and material suppliers providing any work or material covered by this contract, or receipts in full in lieu thereof, and if required in either case, an affidavit that so far as he has the knowledge or information the releases and receipts include all labor and material for which a lien could be filed; but the contractor may, if any subcontractor refuses to give such release and/or receipt, furnish a bond satisfactory to the engineer, or indemnify the owner against any lien. If any liens is filed by anyone claiming to be a subcontractor or material man after the final payment is made, the contractor shall pay to the owner upon demand all sums that the owner may be compelled to pay in discharging such a lien, and all costs, including a reasonable attorney's fee incurred in defending the claim of any person filing a lien.

26. ASSIGNMENT

Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the contractor assign any money due or to become due to him without the previous written consent of the engineer.

27. POINTS AND INSTRUCTIONS

The contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. He shall not proceed until he has made timely demand upon the engineer for, and has received from him, such points and instructions as may be necessary as the work progresses. The work shall be done in a strict conformity with such points and instructions.

28. ENGINEERS STATUS

The engineer shall have general supervision and direction of the work. He has the authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the contract. He shall also have authority to reject all work and materials which do not conform to the contract, to direct the application of forces to any portion of the work as in his judgment is required, to order the force increased or diminished, and to decide questions as to the interpretation of plans and specifications and to the acceptable completion of the project. The decision of the engineers or their authorized representative shall be final and binding as all technical questions concerning the execution of the work and interpretation of the plans and specifications.

29. ENGINEER'S DECISION

The engineer shall, within a reasonable time after their presentation to him, make decisions in writing on all claims of the owner or the contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract documents. All such decisions of the engineer shall be final, except in cases where time and/or financial considerations are involved, which if no agreement in regard thereto is reached shall be subject to arbitration.

30. LANDS FOR WORK

The owner shall provide the lands upon which the work under this contract is to be done, except that the contractor shall provide land required for the erection of temporary construction facilities and storage of his material, together with the right of access to the same.

31. CLEANING UP

The contractor shall, as directed by the engineer, remove from the owner's property and from all public and private property at his own expense, all temporary structures, rubbish and waste materials resulting from his operations. The completed work shall be left in a neat and presentable condition throughout.

All property, both public and private, which has been damaged, shall be restored in an acceptable manner at no extra cost to the owner. Materials cleared from the project may not be deposited on the property adjacent thereto unless such disposal is approved by the engineer.

SPECIAL CONDITIONS

1. QUALIFICATION OF BIDDERS

Bidders must be capable of performing the various items of work bid upon. They may be required after bidding to furnish a satisfactory statement covering experience in similar work, a list of machinery, plant organization and other equipment available for the proposed work and such statement of their financial resources as may be deemed necessary.

2. INTERPRETATION OF PROPOSAL

This is a Lump Sum bid. Payment to the contractor will be made for the work performed and materials furnished in accordance with the contract documents and any approved change orders.

3. CHANGES, INCREASE OR DIMINUTIONS

The Owner shall have the right to increase or diminish the amount of work to be done under the contract at any time or times during the life of the contract by means of a change order. The total increase may be applied to any one item or to a number of items, or any item or items may be entirely eliminated. No allowance will be made for real or supposed loss of anticipated profits on account of such increase of diminution.

4. ESTIMATES FOR PARTIAL PAYMENT

The Contractor shall submit to the engineer's estimate of costs to cover application for partial payments. These periodical estimates shall show the amount of the original estimate for each item, the amount due on each item, the gross total, the retained percentage, the amount previously paid and the net amount of payment due. Partial payment will be paid monthly from the Notice to Proceed or from the beginning of work with retainage of 5% of contract amount. Final payment with retainage will be made after project is completed and final inspection has been approved.

5. LABOR

No aliens or foreign unnaturalized laborers shall be employed on this work. Preference shall be given to local labor available. All laborers, as well as mechanics, must be proficient in the respective trades, as no mediocre work will be accepted. Contractors may comply with all local ordinances and state laws regarding labor and mechanics in effect at the time of the signing of this contract or passed during the construction of the work. The contractor shall include in his bid and pay all Federal and State taxes or assessments on labor.

6. STORAGE OF MATERIALS

Materials shall be stored so as to insure the preservation of their fitness for the work and in a manner that leaves the material accessible to inspectors. With the approval of the project engineer, material may be stored on site within a designated area. Contractor shall limit access of employee parking and other non-essential construction vehicles and equipment to an area designated by the Owner.

7. COMPLETION TIME AND LIQUIDATED DAMAGES

The contractor will be required to complete the work for final acceptance and use by the owner within the time set out in the proposal for proposed site. Liquidated damages in the amount of **\$250** per day of delinquency will be charged.

Extensions of the time may be granted to the contractor upon receipt of written request for such extensions, provided that such delays were occasioned by the owner, by high water, by Acts of God, or by other causes entirely beyond the Contractor's control. Request for extension shall be made within five (5) days following the event occasioning the delay.

8. COOPERATION WITH PUBLIC UTILITIES

The Contractor shall be responsible for notifying all public utilities or other interested parties to make necessary adjustment of utility structures or appurtenances affected by the work. The Contractor shall perform and carry on the work so as not to interfere with or damage utility structures, aforementioned or shown on the plans or discovered during construction, which are to be left within the limits of the work. The owner will not be responsible for any delay or inconvenience to the contractor in carrying out the work resulting from the existence, removal, or adjustment of any public utility. Additional costs incurred as a result thereof shall be the expense of the contractor and considered as paid for by the contract unit prices for the various pay items.

9. TESTING

All materials incorporated into items of work shall be tested in accordance with Mississippi Standard Specifications for State Aid Road and Bridge Construction latest edition and any attached supplemental specifications or special provisions unless otherwise directed by the project documents.

10. CLEAN-UP

The Contractor shall keep job site clean at all times. Loose materials shall not be allowed to migrate off-site. The Owner reserves the right to demand that the Contractor's forces be diverted to this clean-up at any time that conditions warrant such diversion. Such diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

11. WAGE RATES

The construction of said Project shall in all respects conform to all applicable requirements of federal, state, and local laws and ordinances.

12. WEATHER CONDITIONS

In the event of temporary suspension of work or during inclement weather, or whenever the Owner shall direct, the Contractor shall, and will cause his subcontractor to protect carefully his and their work and materials against damage or injury from weather. If any work or materials have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to protect his work, such materials shall be removed and replaced at the expense of the contractor.

13. RESPONSIBILITY:

The Contractor shall accept ultimate responsibility for completion and final acceptance of the overall project including work done by subcontractors and material and equipment provided by vendors and suppliers. The Contractor shall be responsible for coordination of Project execution in order to prevent duplication of work, omissions, and other inter-contract conflicts. References to duties and responsibilities of subcontractor's,

vendors, suppliers, etc., within these specifications are intended to be addressed through the general Contractor's overall responsibility.

14. CAMPUS CONDITIONS:

The project is located on the campus of "The Pines at North Lakeland" a nursing home facility operated by East Mississippi State Hospital-NHD. Contractor shall be aware of and follow established facility codes and regulations. Facility will be in operation with residents and staff on site during construction. It shall be the Contractor's responsibility to maintain a safe work space. Contractor shall coordinate with Physical Plant director and campus security throughout the construction process. Pedestrian and vehicular traffic control shall be the Contractor's responsibility.

EMSH-NHD is a smoke free campus. This includes all cigarettes, tobacco and electronic cigarettes.

15. Prior to commencing any work a Pre-Construction meeting will be held on-site with General Contractor, all major sub-contractors, project engineer and key EMSH-NHD personnel. At this time fence location will be verified with coordination between all parties. Any additional stakeout needed for construction will be the responsibility of the contractor.



SITE LOCATION:
1451 & 1455 NORTH LAKELAND DRIVE
MERIDIAN, MS

SITE COOR: 32°22'14.12"N 88°46'05.47"W

SITE LOCATION MAP
EMSH-NHD NORTH LAKELAND DRIVE

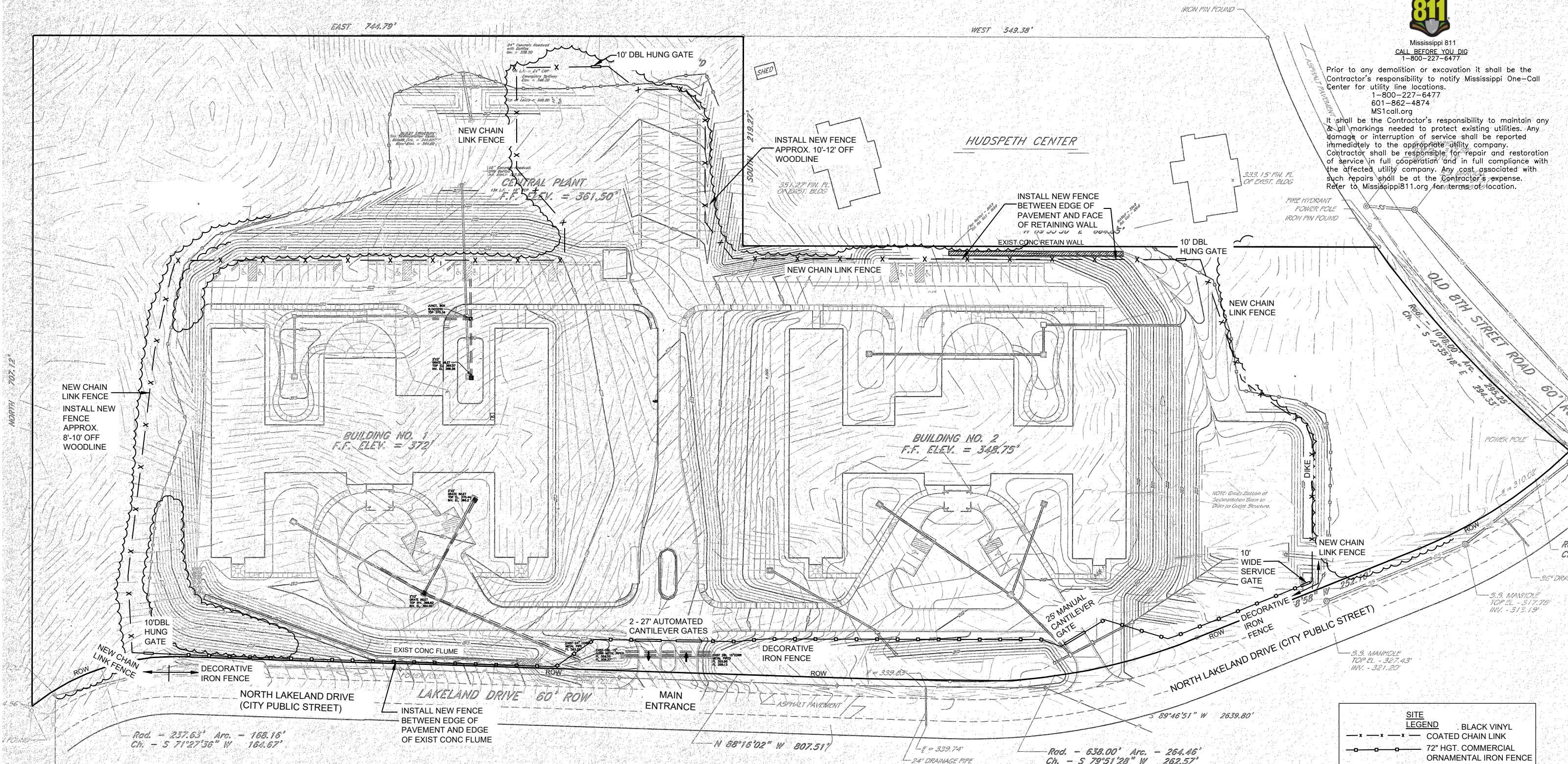


Mississippi 811
CALL BEFORE YOU DIG
1-800-227-6477

Prior to any demolition or excavation it shall be the Contractor's responsibility to notify Mississippi One-Call Center for utility line locations.

1-800-227-6477
601-862-4874
MS1call.org

It shall be the Contractor's responsibility to maintain any & all markings needed to protect existing utilities. Any damage or interruption of service shall be reported immediately to the appropriate utility company. Contractor shall be responsible for repair and restoration of service in full cooperation and in full compliance with the affected utility company. Any cost associated with such repairs shall be at the Contractor's expense. Refer to Mississippi811.org for terms of location.



UTILITY NOTES:

THIS MAP DOES NOT CERTIFY TO THE LOCATION OF ANY UNDERGROUND UTILITIES OR ANY OTHER MATTERS NOT VISIBLE ON THE SURFACE.

ALL ABOVE OR UNDERGROUND UTILITIES SHALL BE FIELD VERIFIED PRIOR TO ANY CONSTRUCTION. LINES SHOWN ARE BASED ON PAINTED INFORMATION PROVIDED BY UTILITY COMPANIES ONLY. NO GUARANTEE IS MADE AS THE LOCATION OF ANY UNDERGROUND UTILITIES.

A 811 CALL WAS PLACED PRIOR TO COMMENCING THE TOPOGRAPHIC SURVEY. NO UNDERGROUND UTILITIES WERE MARKED AT THE TIME OF THE SURVEY. UNDERGROUND LINES ARE SHOWN AS INDICATED ON PLANS PROVIDED BY THE OWNER.

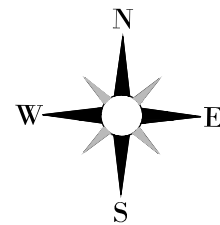
FENCE INFORMATION:

COMMERCIAL ORNAMENTAL IRON FENCE (AMERISTAR MONTAGE MAJESTIC PLUS OR EQUAL) ±1200 LIN.FT. 72" HEIGHT
1-10' WIDE DOUBLE HUNG SWING ACCESS GATE
2-27' CANTILEVER GATES W/AUTOMATION
1-25' CANTILEVER GATE MANUAL OPERATION

BLACK VINYL CHAIN LINK FENCE, 8 GAUGE ±2250 LIN.FT. 72" HEIGHT
3-10' WIDE DOUBLE HUNG SWING ACCESS GATES
1-58" TOP RAILS
2-3/8" LINE POSTS
2-7/8" TERMINAL/CORNER POSTS

GENERAL SITE NOTES:

- SITE PLAN INFORMATION SHOWN IS FROM ORIGINAL SITE DEVELOPMENT PLANS BY OTHERS DATED JULY 2003.
- FENCE LOCATION SHOWN IS APPROXIMATE. FINAL LOCATION WILL BE DETERMINED ON SITE BY OWNER & PROJECT ENGINEER. MINOR ADJUSTMENTS MAY BE REQUIRED DUE TO EXISTING SITE CONDITIONS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR MINOR TRIMMING AND CLEARING OF BRUSH AND SMALL TREES AS NEEDED TO INSTALL FENCING. REMOVAL OF MAJOR TREES (8"DIA. OR GREATER) SHALL BE BY THE OWNER.
- OWNER SHALL BE RESPONSIBLE FOR PRIMARY POWER FROM SOURCE TO GATE OPERATOR CONTROL LOCATION.
- OWNER SHALL BE RESPONSIBLE FOR ENTRY FOB/CARD READERS AS NECESSARY.
- A PRE-CONSTRUCTION MEETING WILL BE HELD PRIOR TO COMMENCING ANY WORK ON SITE. FENCE LOCATION SHALL BE VERIFIED AT THAT TIME WITH COORDINATION BETWEEN OWNER, PROJECT ENGINEER AND CONTRACTOR. ADDITION STAKEOUT NEEDED FOR CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.



GRAPHIC SCALE

1 inch = 50 ft.



SITE PLAN INFORMATION SHOWN IS FROM ORIGINAL SITE DEVELOPMENT PLANS BY OTHERS DATED JULY 2003.

Engineering Plus

Planning • Surveying • Testing • Landscape Design
1724-B 23rd Ave. Meridian, Mississippi 39301 (601) 693-4234 3652
Jefferson Street Macon, Mississippi 39341 (602) 726-1074 Email:
engplus@engineeringplus.com

SITE LEGEND				
-x-x-x-	BLACK VINYL			
-o-o-o-	COATED CHAIN LINK			
-□-□-□-	72" HGT. COMMERCIAL ORNAMENTAL IRON FENCE			
-	NEW GATE REQUIRED			

NO.	DATE	REVISION	DESCRIPTION	BY

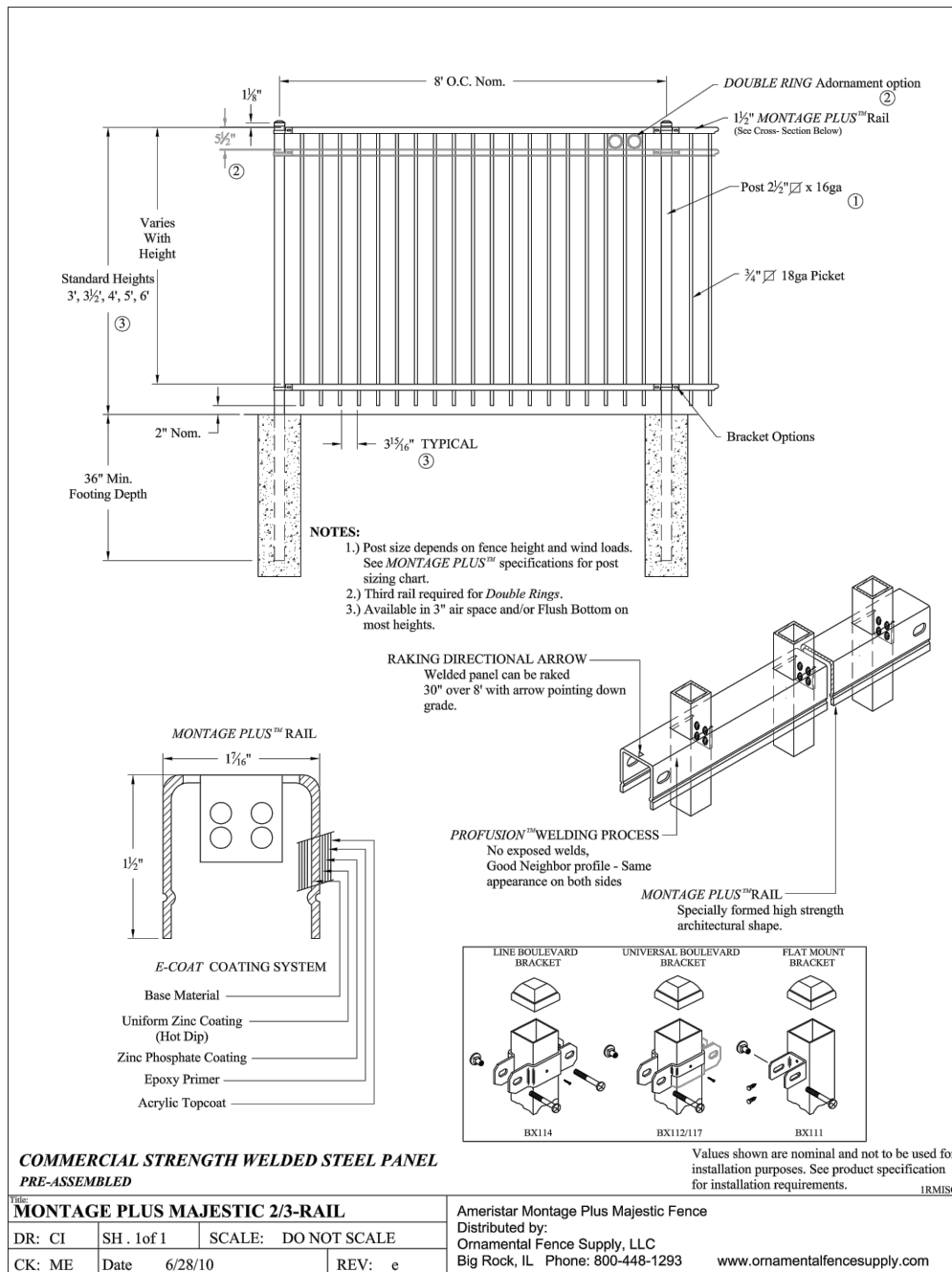
SCHEMATIC SITE PLAN
NEW BOUNDARY FENCE

PREPARED FOR
EAST MISSISSIPPI STATE HOSPITAL - NHD
MERIDIAN, MS

F.B. P.
DWG FILE: CIVL30/2022/PRIVATE/22-203 E
MS NH SITE
JOB NO. 22-203
DRAWING NO.

DATE: 1-3-23
DRAWN BY: LD
CHECKED BY: KMc
SCALE:

SHEET
C-1.0

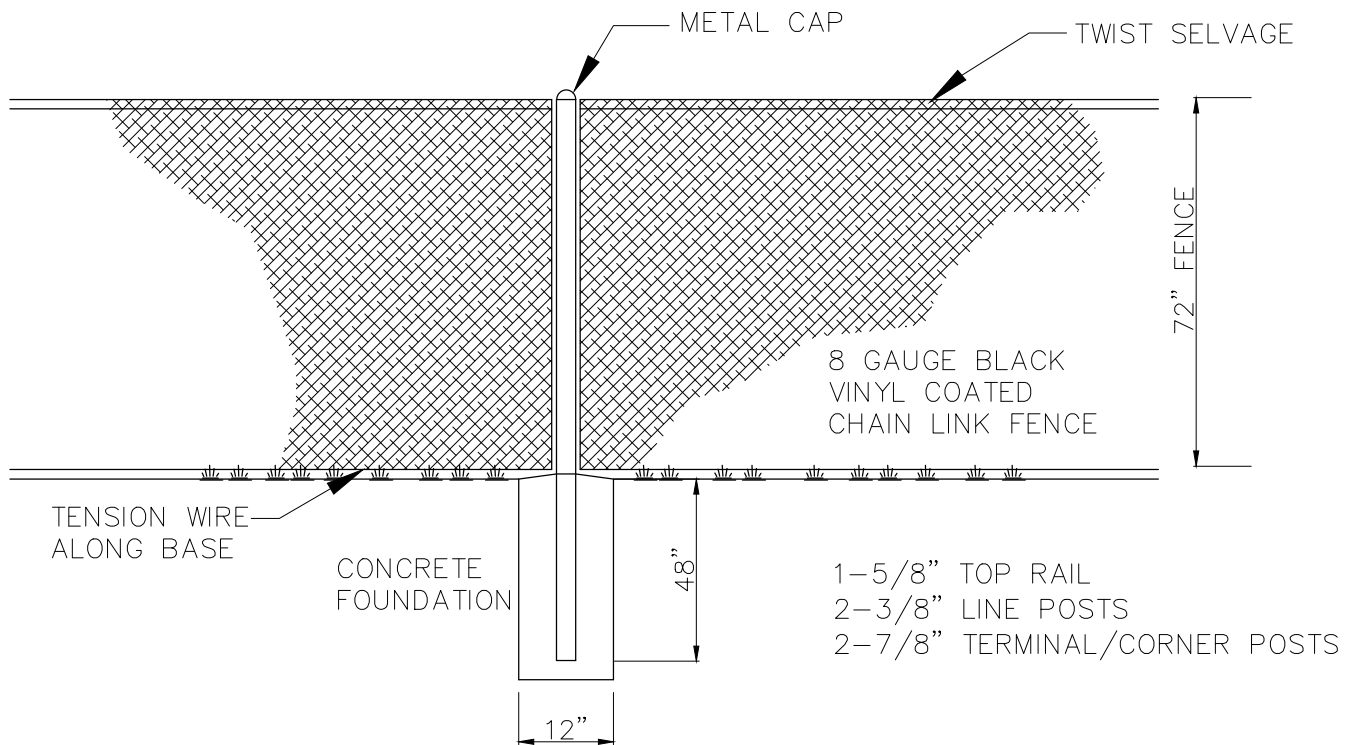


ORNAMENTAL IRON FENCE

1. Fence detail shown based on Ameristar Montage Majestic Plus. Not intended to limit use of other manufacturers' fence systems of equal quality, performance and design. Submit for approval.
2. Fence to be black, 6'0" high, 2-1/2" posts; flat top with no additional ornamentation
3. Automated cantilevered gates (2) at main entrance to be 27' wide; panels to match fence; Max Control slide gate operators (2); gooseneck pedestal.
4. Gates to be security entrance and free exit.
5. Contractor to saw cut existing pavement as needed for loops and detectors
6. Owner to provide primary power to the general location of the gate operators; including sleeves/conduits, boring or drilling as may be required
7. Entry FOB/card readers to be provided by Owner
8. Manual cantilever gate (25' wide) to be installed at south drive; panels to match fence
9. Manual service gate (10' wide), 1 required; panels to match fence

COMMERCIAL ORNAMENTAL IRON FENCE

ORNAMENTAL FENCE DETAIL
EMSH-NHD NORTH LAKELAND DRIVE



BLACK VINYL COATED CHAIN LINK FENCE

1. Fence to be 72" high 8 gauge fabric; top selvage edge to be twisted
2. Rails to be as follows:
 - 1-5/8" top rail
 - 2-3/8" line posts
 - 2-7/8" terminal/corner posts
3. Manual service gates to be 10' wide double hung swing gates; panel to match fence
4. Chain lock closure to be provided by Owner

BLACK VINYL COATED CHAIN LINK FENCE

FENCE DETAIL
EMSH-NHD NORTH LAKELAND DRIVE