

**LEGAL AD  
ADVERTISEMENT FOR BIDS**

NOTICE is hereby given that **Town of Flora, Mississippi**, will receive written sealed bids until the hour of **2:00 PM**, local time on, **Friday, August 16, 2019** at the **Board Room** of the **Flora Town Hall** located at **168 Carter Street, Flora, MS 39071 (601-879-8686)** for the furnishing of all labor and materials, and for performing all activities specified in the Contract Documents, for the construction of **Petrified Forest Road Water and Sewer Line Extensions**.

The project includes **extensions to the existing municipal water and sewer systems located along Petrified Forest Road at the western limits of the Town of Flora, Madison County, Mississippi**. The Contract Time will be **sixty (60)** consecutive calendar days, and the liquidated damages will be **\$250** per consecutive calendar day thereafter.

Plans, contract documents and proposal forms are on file for public inspection in the office of the **Town Clerk, Town of Flora, 168 Carter Street, Flora, MS 39071 (601-879-8686)**. One complete set of the contract documents, specifications and plans may be procured by mail from **Williford Engineering, Inc., 188 Sundial Road, Madison, MS 39110 (601-955-6504)**, upon payment of **\$100**, none of which is refundable.

All bids will be publicly opened and read aloud at the time set forth above at the **Board Room in the Town Hall of the Town of Flora, 168 Carter Street, Flora, MS 39071**. Bids will be considered by the **Mayor and Board of Aldermen of the Town of Flora** at the next regular meeting thereof to be held within **thirty (30)** days of the date of receipt of bids.

Any contract awarded under this advertisement for bids is expected to be financed by funds from the **Town of Flora, MS**. Neither the State of Mississippi, the U.S. Government, nor any of their departments, agencies or employees is or will be a party to this advertisement for bids or any resulting construction contract. This procurement will be subject to the **MS State Purchasing Laws**.

**The Town of Flora** reserves the right to waive any and all informalities in the bidding and to reject any and all bids.

As approved by the **Mayor and Board of Alderman of the Town of Flora**, this the **14<sup>th</sup>** day of **May, 2019**.

Notes: Forward to the **Madison County Journal** on **July 12, 2019**  
Forward to the **Mississippi Contract Procurement Center** on **July 18, 2019**  
Publish as a legal ad in the **Madison County Journal** on **July 18 and 25, 2019**  
Furnish bill and proof of publication to the **April Dunlap, Town Clerk, P.O. Box 218, Flora, MS 39071**

- I. **Receipt and Opening of Bids:** See copy of Advertisement for Bids bound herewith.
- II. **Proposals:**
- A. Shall be made on the forms provided and all applicable blank spaces filled in. Any interlineations, alteration, erasure or change 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. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered.
  - C. Submit bids **(in duplicate)** in an opaque sealed envelope marked as follows:
    - 1. Bid for construction of, **Petrified Forest Road Water and Sewer Line Extensions, Town of Flora, Madison County, Mississippi.**
    - 2. Certificate of Responsibility No. \_\_\_\_\_, if applicable.  
If total bid is less than \$50,000, the envelope should be marked **"Bid less than \$50,000, no COR required."**
  - D. Any addenda issued during the bidding shall be noted on the Proposal Form and they will become a part of the executed contract.
- III. **Method of Bidding:**
- A. The bid will consist of a base bid amount in accordance with the totals bid per various items and schedules of the project proposal form with various additives and deductives for variances in the proposed project.
  - B. The **TOWN OF FLORA, MISSISSIPPI** reserves the right to reject any or all bids.
- IV. **Addenda and Interpretations:**
- A. Should a bidder find discrepancies in, or omissions from, the drawings or specifications or should be in doubt as to their written meaning, Bidder should at once notify the ENGINEER, who will send a written instruction or interpretation to all known holders of the documents. The ENGINEER will not be responsible for any oral instructions.
  - B. Any addenda to specifications or plans that may be issued before or during the time of bidding shall be included in the proposal and will become a part of the Contract.
- V. **Certificate of Responsibility Number:**
- A. Each CONTRACTOR submitting a bid must show on the bid and on the face of the envelope containing the bid, their Contractor's Mississippi State Certificate of Responsibility Number, if the bid is more than \$50,000. If the bid is less than \$50,000, no Certificate of Responsibility is required.
  - 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 must be submitted when required by OWNER or ENGINEER, if applicable.

- VI. **Bid Security:** Each bid must be accompanied by a certified check of the bidder, or a Bid Bond prepared on the form of a bid bond as included herein, duly executed by the bidder as principal and having as surety thereon a surety company licensed by the State of Mississippi and signed by an agent resident in Mississippi, **in the amount of five percent (5%) of the base bid.** If the bid is less than \$50,000, this requirement shall be waived.
- VII. **Liquidated Damages for Failure to Enter into Contract:** The successful bidder, upon the Bidder's failure or refusal to execute and deliver the contract and bonds required within ten (10) days after receiving the contract for execution, shall forfeit to the OWNER, as liquidated damages, the bid security deposited with the bid.
- VIII. **Security for Faithful Performance:** Simultaneously with the delivery of the executed Contract, the CONTRACTOR shall furnish Contract Performance and Payment Bonds in the full amount of the Contract for the payment of all persons performing labor on this Contract and for furnishing all materials in connection with this Contract. The surety on such Bond or Bonds shall be a duly authorized Surety Company doing business in the State of Mississippi. If the bid is less than \$50,000, this requirement shall be waived.
- IX. **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.
- X. **Condition of Work:** Each bidder shall visit the site and is responsible for being fully 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 the obligation to furnish all material and labor necessary to carry out the provisions of the contract.
- XI. **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 Plans and Contract Documents (including addenda).
- XII. **Time of Completion:** Bidder must agree to commence work on or before the date specified in a written "Notice to Proceed" from the OWNER and to fully complete the project within the number of consecutive calendar days as set forth in these Contract Documents.
- XIII. **Proposal Guarantees:** Proposal guarantees will be returned to the unsuccessful bidders, as soon as a Contract has been awarded, and returned to the successful bidder after he has executed the Contract and has furnished Contract Performance and Payment Bonds and Certificates of Insurance as required.
- XIV. **Non-Collusion Affidavit:** CONTRACTOR must complete the non-collusion affidavits included in the Contract Documents and submit same as part of the bid. **FAILURE TO DO SO WILL DISQUALIFY THE BID.**
- XV. **Interpretations:** No oral interpretation made to any Bidder as to the meaning of the Plans and Specifications or Contract Documents shall be considered an effective modification of any of the provisions of the Contract Documents. Written and oral requests for interpretation of the Plans and Specifications shall be submitted to the ENGINEER for a formal decision which will be given in writing to all Plan and Specification holders.

XVI. **Subcontractor:** The Bidder is specifically advised that any person, firm or other party to whom it proposes to award a subcontract must be acceptable to the OWNER. The total allowable subcontract amount shall not exceed **fifty percent (50%) of contract amount**.

A. **Qualifications of Subcontractors: Material and Equipment Suppliers:**

Within ten (10) working days after award of contract, the CONTRACTOR will submit to the OWNER and the ENGINEER for acceptance, a list of the names of Subcontractors and such other persons and organization (including those who are to furnish principal items of materials or equipment) proposed for those portions of the work as to which the identity of the Subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the list, the ENGINEER will notify the CONTRACTOR in writing if either the OWNER or the ENGINEER, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty (30) working days of receipt shall constitute an acceptance of such Subcontractor, person or organization but shall not constitute a waiver of any right of the OWNER or the ENGINEER to reject any WORK, MATERIAL or EQUIPMENT that is not in conformance with the requirements of the Contract Documents.

- B. The CONTRACTOR will not employ any Subcontractor, other person or organization, whether initially or as a substitute, against whom the OWNER or the ENGINEER may have reasonable objection, nor will the CONTRACTOR be required to employ any Subcontractor who has been accepted by the OWNER and the ENGINEER, unless the ENGINEER determines that there is good cause for doing so.
- C. The CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by the CONTRACTOR and of persons and organizations for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by the Contractor. Nothing in the Contract Documents shall create any obligation on the part of the OWNER or ENGINEER to pay or to see to the payment of any monies due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence amounts paid to the CONTRACTOR on account of specific Work done in accordance with the schedule of values.
- D. The divisions and sections of the Specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.
- E. The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.
- F. All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.
- G. The CONTRACTOR shall be responsible for the coordination of the trades, subcontractors and materialmen engaged in the Work.
  - 1. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by

the terms of these General Conditions and other Contract Documents insofar as applicable to the Work of Subcontractors, and to give the CONTRACTORS the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Document.

2. The OWNER or ENGINEER will not undertake to settle any differences between the CONTRACTOR and its Subcontractors or between Subcontractors.
3. If in the opinion of the ENGINEER, any Subcontractor on the Project proves to be incompetent or otherwise unsatisfactory, the Subcontractor shall be replaced if and when the CONTRACTOR is so directed in writing.

XVII. **Qualifications of Bidders:** The OWNER may make such investigations as the OWNER 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 items of Work contemplated therein.

XVIII. **Insurance:** The CONTRACTOR will be required to carry the types and amounts of insurance specified in the General Conditions or Special Conditions as enclosed herein for the full term of the Contract.

XIX. **Contract Award:** Award of Contract, if made, shall be within approximately **sixty (60) days** of date of receipt of Bids.

XX. **Issuance of "Notice to Proceed":** If the Contract is awarded, the OWNER will issue the "Notice to Proceed" within **sixty (60) days** after the date of award of the Contract.

Proposal of \_\_\_\_\_ (hereinafter called "BIDDER"), organized and existing under the laws of the State of \_\_\_\_\_ do business as a corporation, or a partnership or an individual, (strike out those not applicable) to the **Town of Flora, Mississippi** (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER hereby proposes to perform all WORK for the **Petrified Forest Road Water and Sewer Line Extensions, Town of Flora, Mississippi** 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 its 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(s) within **Sixty (60)** consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of **\$250/day** 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 Plans, 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 or Lump Sum amounts specified. BIDDER further agrees to execute the contract agreement as bound herein within ten (10) days after receipt of contract forms from the OWNER.

## Section C

BIDDER also proposes to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than **one hundred percent (100%)** of the total of the Base Bid, unless the bid is less than \$50,000. These Bonds shall not only serve to guarantee the completion of the work on the BIDDERS part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted. If the bid is less than \$50,000, this requirement shall be waived.

The ENGINEER is **Williford Engineering Inc., 188 Sundial Road, Madison, Mississippi 39110.**





		Proposal / Bid Form					
		Potable Water and Sanitary Sewer Service Extensions					
		Proposed Petrified Forest Road Residential Development					
		Town of Flora, Mississippi					
		July 2019					
ITEM SCHED.	ITEM NUMBER	ITEM DESCRIPTION	ITEM UNIT	ESTIMATED QUANTITY	UNIT PRICE	UNIT PRICE	TOTAL PRICE
<b>Schedule A - Potable Water System Improvements</b>							
A	1	Mobilization	L.S.	1			
A	2	Allowance for Utility Relocations and Adjustments	L.S.	1			
A	3	Furnish and Install New 6" SDR 26 Class 160 PVC Water Main by Open Cut	L.F.	25			
A	4	Furnish and Install New 8" SDR 26 Class 160 PVC Water Main by Open Cut	L.F.	2,460			
A	5	Furnish and Install New 6" SDR 11 Class 200 HDPE Water Main by Open Cut	L.F.	0			
A	6	Furnish and Install New 8" SDR 11 Class 200 HDPE Water Main by Open Cut	L.F.	20			
A	7	Furnish and Install New 6" SDR 11 Class 200 HDPE Water Main by Directional Bore	L.F.	0			
A	8	Furnish and Install New 8" SDR 11 Class 200 HDPE Water Main by Directional Bore	L.F.	140			
A	9	Furnish and Install Suitable Material for Trench Backfill (LVM)	C.Y.	50			
A	10	Removal and Disposal of Unsuitable Material from Trench Excavation (LVM)	C.Y.	25			
A	11	Furnish and Install Compact Ductile Iron Fittings and Retainer Glands	LB.	1,243			
A	12	Furnish and Install New 6" Gates Valves w/Boxes	Ea.	9			
A	13	Furnish and Install New 8" Gates Valves w/Boxes	Ea.	1			
A	14	Furnish and Install 6" Three-Way Fire Hydrants with 6" Gate Valves and Boxes	Ea.	6			
A	15	Furnish and Install 2" Blow-Off Assemblies with Cut-Off Valves and Boxes	Ea.	1			
A	16	Connection to Existing Water Main (all types and sizes)	Ea.	1			
A	17	3/4" Water Service Assemblies	Ea.	0			
A	18	3/4" Poly Water Service Line	L.F.	0			
A	19	Furnish and Install Water Main Tracer Wire including Pull Boxes	L.F.	2,645			
A	20	Pressure Test, Disinfect, Flush, Sample and Test New Water Mains (all types and sizes)	L.F.	2,645			
A	21	Furnish and Install New 12" SDR 11 HDPE Class 200 Casing by Open Cut	L.F.	0			
A	22	Furnish and Install New 12" SDR 11 HDPE Class 200 Casing by Directional Bore	L.F.	0			
A	23	Furnish and Install Gravel and/or Stone Driveway Repairs	L.F.	0			
A	24	Maintenance of Traffic	L.S.	1			
A	25	Cleanup, Grassing and Erosion Control	L.F.	2,505			
A	26	Demobilization	L.S.	1			
<b>ESTIMATED CONSTRUCTION COST - Schedule A</b>							
<b>Total</b>							




## Section C

ADDRESS \_\_\_\_\_

IF BY CORPORATION

**BIDDER'S AFFIDAVIT****Section C Supplement**

STATE OF MISSISSIPPI  
COUNTY OF \_\_\_\_\_

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

(a) That \_\_\_\_\_, Bidder on **Petrified Forest Road Water and Sewer Line Extensions, Town of Flora, Madison County, 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 \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

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

## CORPORATE CERTIFICATE

## Section D

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 for **Petrified Forest Road Water and Sewer Line Extensions, Town of Flora, Madison County, Mississippi** 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: \_\_\_\_\_

(CORPORATE SEAL)

**PARTNERSHIP CERTIFICATE**

**Section D**

STATE OF \_\_\_\_\_)

\_\_\_\_\_)

ss:

COUNTY OF \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 **Petrified Forest Road Water and Sewer Line  
Extensions, Town of Flora, Madison County, Mississippi** for the uses and purposes stated herein.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Notary Public in and for the

County of \_\_\_\_\_

State of \_\_\_\_\_

(Notary Seal)

My Commission Expires: \_\_\_\_\_

## **BID BOND**

## **Section E**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as surety, are hereby held and firmly bound unto **Town of Flora, Mississippi** as OWNER in the penal sum of **5% of base bid** for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The Condition of the above obligation is such that whereas the Principal has submitted to the **Town of Flora, Mississippi** a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the **Petrified Forest Road Water and Sewer Line Extensions, Town of Flora, Madison County, Mississippi**.

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 on the Contract form as attached hereto (properly completed in accordance with said BID) and shall furnish BONDS for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection herewith, 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 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 agrees that the obligations 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 any 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 present to be signed by their officers, the day and year first set forth above.



**BID BOND**

**Section E**

\_\_\_\_\_ (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.