

**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, May 27, 2022** 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 the **Tara-Hawkins Sewer Improvements** project.

The project includes **extensions to the existing municipal sewer systems located along Hawkins Street and Central Blvd near the western limits of the Town of Flora, Madison County, Mississippi**. The Contract Time will be **one hundred twenty (120)** 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 **sixty (60)** days of the date of receipt of bids.

Any contract awarded under this advertisement for bids is expected to be financed in part or in whole by funds available to the **Town of Flora, MS** from one or more sources. Neither the U.S. Government, the State of Mississippi, 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**, on the **12th** day of **April, 2022**.

Notes: Forward to the **Madison County Journal** on **April 25, 2022**
Forward to the **Mississippi Contract Procurement Center** on **April 27, 2022**
Publish as a legal ad in the **Madison County Journal** on **April 28** and **May 5, 2022**
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, **Tara-Hawkins Sewer Improvements, 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 **Tara-Hawkins Sewer Improvements, 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 **One Hundred Twenty (120)** 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.

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.

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.

BIDDER encloses a Bid Bond or Certified Check for 5% of Base Bid Amount DOLLARS (\$ _____) and hereby agrees that in case of failure to execute the Contract and furnish the required Bonds within ten (10) days after the Receipt of Contract Forms, the amount of this Certified Check or Bid Bond will be forfeited to the OWNER, as liquidated damages arising out of his failure to execute the Contract as proposed, if the bid is less than \$50,000. If the bid is less than \$50,000, this requirement shall be waived.

It is understood that in case BIDDER is awarded the work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Specifications.

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.

A site pre-bid inspection for prospective BIDDERS will be held at **Project Site on Hawkins Street, Flora, Mississippi** on a date to be established by the ENGINEER, if requested.

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

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, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
3. Any erasure, change or alternation 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.
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 further reserves the right to delete any such item or combination of such items from the project.
7. The OWNER intends to award one contract for the proposed project as described on the Proposal Form, and agrees not to subdivide the work between Contractors. Award will be made based on the lowest total cost of the base bid and/or all alternate bids, or any combination thereof.

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ITEM UNIT</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
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(SEE FOLLOWING SHEETS FOR BID ITEMS)

	A	B	C	D	E	F	G
1							
2							
3							
4							
5							
6							
7	ITEM	ITEM	ITEM	ITEM	ESTIMATED	UNIT	TOTAL
8	SCHED.	NUMBER	DESCRIPTION	UNIT	QUANTITY	PRICE	PRICE
9							
10							
11	A	1					
12	A	2					
13	A	3					
14	A	4					
15	A	5					
16	A	6					
17	A	7					
18	A	8					
19	A	9					
20	A	10					
21	A	11					
22	A	12					
23	A	13					
24	A	14					
25	A	15					
26	A	16					
27	A	17					
28	A	18					
29	A	19					
30	A	20					
31	A	21					
32	A	22					
33	A	23					
34	A	24					
35							
36		Total					
37							

Bid / Proposal Form

Tara-Hawkins Sewer Improvements Project

Town of Flora, Mississippi

Revised February 8, 2022

Schedule A - Tara-Hawkins Sanitary Sewer Improvements

Mobilization

Allowance for Utility Relocations and Adjustments

Furnish and Install New 8" DR 25 Class 165 PVC Gravity Sewer Main by Open Cut (All Depths)

Furnish and Install New 8" DR 25 Class 165 PVC Gravity Sewer Main by Directional Bore

Furnish & Install New 48" Precast Concrete Sewer Manhole and Casting

Clear & Grub Ex. Easement and Raise Existing Manhole Top Located South of Ex. PS

Furnish and Install Suitable Material for Trench Backfill (LVM)

Removal and Disposal of Unsuitable Material from Trench Excavation (LVM)

Connection to Existing Sewer Pump Station (all types and sizes)

Connection to Existing Gravity Sewer Main (all types and sizes)

Connection to Existing Sewer Force Main (all types and sizes)

Furnish and Install New 6" Gravity Sewer Service Line Wyes

Furnish and Install New 6" Gravity Sewer Service Line by Open Cut

Furnish and Install New 6" Gravity Sewer Service Line by Directional Bore

Furnish and Install New 6" Gravity Sewer Service Line, Clean-Out and Post

Furnish and Install Sewer Main Tracer Wire including Pull Boxes

Pressure Test and Flush New Gravity Sewer Mains

Pressure Test and Flush New Gravity Sewer Manholes

Furnish and Install New 14" SDR 11 HDPE Class 200 Casing by Open Cut

Furnish and Install New 14" SDR 11 HDPE Class 200 Casing by Directional Bore

Furnish and Install Gravel and/or Stone Driveway Repairs

Maintenance of Traffic

Cleanup, Grassing and Erosion Control

Demobilization

ESTIMATED CONSTRUCTION COST - Base Bid - Schedule A

\$

	A	B	C	D	E	F	G
38							
39			Bid / Proposal Form				
40			Tara-Hawkins Sewer Improvements Project				
41			Town of Flora, Mississippi				
42			Revised February 8, 2022				
43							
44	ITEM	ITEM	ITEM	ITEM	ESTIMATED	UNIT	TOTAL
45	SCHED.	NUMBER	DESCRIPTION	UNIT	QUANTITY	PRICE	PRICE
46							
47			Schedule B - Tara-Hawkins Sanitary Sewer Improvements				
48	B	1	Mobilization	L.S.	1		
49	B	2	Allowance for Utility Relocations and Adjustments	L.S.	1	\$ 4,000.00	\$ 4,000.00
50	B	3	Furnish and Install New 8" DR 25 Class 165 PVC Gravity Sewer Main by Open Cut (All Depths)	L.F.	1,250		
51	B	4	Furnish and Install New 8" DR 25 Class 165 PVC Gravity Sewer Main by Directional Bore	L.F.	0		
52	B	5	Furnish & Install New 48" Precast Concrete Sewer Manhole and Casting	Ea.	5		
53	B	6	Clear & Grub Ex. Easement and Raise Existing Manhole Top Located South of Ex. PS	L.S.	1		
54	B	7	Furnish and Install Suitable Material for Trench Backfill (LVM)	C.Y.	42		
55	B	8	Removal and Disposal of Unsuitable Material from Trench Excavation (LVM)	C.Y.	21		
56	B	9	Connection to Existing Sewer Pump Station (all types and sizes)	Ea.	1		
57	B	10	Connection to Existing Gravity Sewer Main (all types and sizes)	Ea.	0		
58	B	11	Connection to Existing Sewer Force Main (all types and sizes)	Ea.	0		
59	B	12	Furnish and Install New 6" Gravity Sewer Service Line Wyes	Ea.	4		
60	B	13	Furnish and Install New 6" Gravity Sewer Service Line by Open Cut	L.F.	335		
61	B	14	Furnish and Install New 6" Gravity Sewer Service Line by Directional Bore	L.F.	80		
62	B	15	Furnish and Install New 6" Gravity Sewer Service Line, Clean-Out and Post	Ea.	5		
63	B	16	Furnish and Install Sewer Main Tracer Wire including Pull Boxes	L.F.	0		
64	B	17	Pressure Test and Flush New Gravity Sewer Mains	L.F.	1,250		
65	B	18	Pressure Test and Flush New Gravity Sewer Manholes	Ea.	5		
66	B	19	Furnish and Install New 14" SDR 11 HDPE Class 200 Casing by Open Cut	L.F.	0		
67	B	20	Furnish and Install New 14" SDR 11 HDPE Class 200 Casing by Directional Bore	L.F.	0		
68	B	21	Furnish and Install Gravel and/or Stone Driveway Repairs	L.F.	200		
69	B	22	Maintenance of Traffic	L.S.	1		
70	B	23	Cleanup, Grassing and Erosion Control	L.F.	1,250		
71	B	24	Demobilization	L.S.	1		
72							
73		Total	ESTIMATED CONSTRUCTION COST - Alternate Bid - Schedule B			\$	
74							

	A	B	C	D	E	F	G
75							
76			Bid / Proposal Form				
77			Tara-Hawkins Sewer Improvements Project				
78			Town of Flora, Mississippi				
79			Revised February 8, 2022				
80							
81	ITEM	ITEM	ITEM	ITEM	ESTIMATED	UNIT	TOTAL
82	SCHED.	NUMBER	DESCRIPTION	UNIT	QUANTITY	PRICE	PRICE
83							
84							
85							
86			RECAPITULATION				
87							
88							
89							
90	A	Total	TOTAL ESTIMATED CONSTRUCTION COST - Base Bid - Schedule A				
91							Total Bid Amount in Figures
92							
93							
94			Base Bid Amount in Words				
95							
96							
97							
98	B	Total	TOTAL ESTIMATED CONSTRUCTION COST - Alternate Bid - Schedule B				
99							Total Bid Amount in Figures
100							
101							
102			Alternate Bid Amount in Words				
103							
104							
105							
106		Bidder					
107			Printed Name of Company Submitting Bid				Date Bid Submitted
108							
109							
110							
111			Printed Name of Company Representative Authorized to Submit Bid				
112							
113							
114							
115			Signature of Company Representative Authorized to Submit Bid				
116							
117							
118							
119		Notes:	Bidder shall provide balanced reasonable unit prices for all bid items listed above, even those with an estimated quantity shown of "zero"				
120							
121							

RESPECTFULLY SUBMITTED BY:

CONTRACTOR(S)_____

SIGNATURE_____

NAME AND TITLE_____

ADDRESS_____

(SEAL)

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 **Tara-Hawkins Sewer Improvements, 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 **Tara-Hawkins Sewer Improvements, 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 _____, 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 **Tara-Hawkins Sewer Improvements, 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 __, 2022. 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 **Tara-Hawkins Sewer Improvements, 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.