ADVERTISEMENT FOR BIDS

Separate sealed bids for "TOWN OF SCOOBA WALKING TRAIL" will be received by the Town of Scooba, at the Scooba Town Hall, 1037 Kemper Street, Scooba, Mississippi until 2:00 o'clock p.m., Friday, October 26, 2018, and then at said office publicly opened and read aloud.

General scope of work includes: Approximately 2080 lin.ft. of 10' wide asphalt trail; approximately 114 lin.ft. of metal handrails; 360 sq.ft. concrete parking pad; water fountain and other associated site improvements.

The contract documents may be examined at the office of Engineering Plus, Inc., 1724-B 23rd Avenue, Meridian, Mississippi.

Copies of contract documents for the project may be obtained at Engineering Plus, Inc. 1724-B 23rd Avenue, Meridian, MS 39301 upon payment of \$50.00, non-refundable.

The Town of Scooba reserves the right to waive any informalities or to reject any or all bids.

Each bidder must deposit with his bid or bids, security in the amount, form and subject to the conditions provided in the Information for Bidders.

No bidder may withdraw his bid within 30 days after the actual date of the opening thereof.

/s/ Marion Smoot, Mayor. Town of Scooba

Advert. September 27, 2018 October 4, 2018

INFORMATION FOR BIDDERS

BIDS will be received by <u>TOWN OF SCOOBA</u>, <u>SCOOBA</u>, <u>MISSISSIPPI</u> (herein called the OWNER), at <u>SCOOBA TOWN HALL IN SCOOBA</u>, <u>MISSISSIPPI</u> until <u>2:00 P.M. CDT</u> <u>October 26, 2018</u> and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to <u>TOWN OF SCOOBA</u> at <u>SCOOBA TOWN HALL, SCOOBA</u>, <u>MISSISSIPPI</u>. Each sealed envelope containing a BID must be plainly marked on the outside as BID for <u>TOWN OF SCOOBA WALKING TRAIL</u>—<u>PROJ. NO. 18-RTP-312</u> and the envelope should bear on the outside the name of the BIDDER, his address, and his <u>license number</u>. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at <u>P.O. BOX 68 SCOOBA</u>, <u>MS 39358</u>. Physical address for Town of Scooba is 1037 Kemper Street, Scooba, MS.

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 accuracy of the estimated quantities in the BID Schedule 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.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent (5%) of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND and performance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A performance BOND and payment BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the

Attorney-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND and payment BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable performance BOND, payment BOND and Agreement signed by the party to whom the agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the agreement. Should the OWNER not execute the agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

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 to the lowest qualified responsible BIDDER as deemed to be in the best interest of the Smith County Board of Supervisors.

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

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 <u>60</u> consecutive calendar days thereafter. BIDDER must agree also to pay as liquidated damages, the sum of <u>\$250.00</u> 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.** His address is **1724-B 23RD AVENUE**, **MERIDIAN**, **MS 39301**; (601) 693-4234.

A PRE-BID MEETING IS NOT SCHEDULED FOR THE PROJECT.
HOWEVER, ALL BIDDERS ARE STRONGLY ENCOURAGED TO VISIT THE SITE
PRIOR TO SUBMITTING A BID.
PROJECT SITE IS LOCATED AT 77 KEMPER STREET IN SCOOBA, MS
(Lat 32°49'51.39"N Long 88°29'11.22"W)

PROJECT SITE



TOWN OF SCOOBA WALKING TRAIL 77 KEMPER STREET LAT 32°49'561.39"N LONG 88°29'11.22"W