

Sealed bids for the construction of **SMALL PARKING AREAS, BENCH AND SHELTER PADS, AND STEEL PIPE INSTALLATIONS** at the Fannye Cook Natural Area located in Flowood, MS will be received by **WILDLIFE MISSISSIPPI**, herein called the "Owner", at **WILDLIFE MISSISSIPPI, at 4858 Old Leland Road, Leland, MS 38756** until **11:00 A.M. Local Time on July 8, 2022**. Bids received after this time will not be accepted and will be returned unopened.

The work involved in this project includes the following: The construction of (12) small gravel parking areas, the repair of (1) existing small gravel parking area, the construction of pads for (26) for motorized-trail benches and (7) motorized-trail shelters and all associated approaches and the installation of (37) steel pipes at the Fannye Cook Natural Area in Flowood, Mississippi.

Contract Time; All work is scheduled to be completed on or before **August 15, 2022**.

All Bidders are encouraged to visit and examine the site of the project so as to be familiar with the location, means of access, physical conditions, including surface and subsurface conditions, nature, and position of any existing structures, utilities, obstructions, and any other factors which may affect the Bid or the execution of the work. The Bidder shall not claim, after submission of this Bid, that there was any misunderstanding relating to the site conditions.

Weather permitting, the site will be made accessible to potential Contractors by the Owner on **Friday June 24, 2022** for visits to examine the project site.

To schedule a site visit or to obtain project plans and specifications please contact Special Projects Coordinator, Jason May at [jmay@wildlifemiss.org](mailto:jmay@wildlifemiss.org) or (662) 820-4982.

All bids must be submitted in a sealed envelope addressed to Wildlife Mississippi and marked on the outside as:

Attention: Jason May  
Fannye Cook Natural Area  
Project #: WM-FCNA-07-08-2022-01  
Contractor's Certificate of Responsibility #

The award if made, will be made to the qualified contractor with the lowest and best bid and determined to be the most advantageous to Wildlife Mississippi. Wildlife Mississippi has the authority to terminate the selection at any time. ***Wildlife Mississippi will evaluate all bids and reserves the right to reject any and/or all bids received.***

**Wildlife Mississippi,  
Special Projects Coordinator  
Jason May**

**(Publication Dates: June 3, 2022 & June 10, 2022)**

## INSTRUCTIONS TO BIDDERS

### 1. RECEIPT OF BIDS:

**WILDLIFE MISSISSIPPI**, hereinafter called the Owner, invites bids on the proposal forms enclosed herein, for work contained herein, for which all blanks must be appropriately completed. Sealed bids for the construction of **SMALL PARKING AREAS, BENCH AND SHELTER PADS, AND STEEL PIPE INSTALLATIONS** at the Fannye Cook Natural Area located in Flowood, MS will be received by **WILDLIFE MISSISSIPPI, at 4858 Old Leland Road, Leland, MS 38756** until **11:00 A.M. Local Time on July 8, 2022.**

2. Any Bids received after this time will not be accepted and will be returned unopened.
3. Enclosed are the contract bid forms for construction of the **FANNYE COOK NATURAL AREA SMALL PARKING AREAS, BENCH AND SHELTER PADS, AND STEEL PIPE INSTALLATIONS** for **Wildlife Mississippi**.
4. The work involved in this project includes the following: The construction of (12) small gravel parking areas, the repair of (1) existing small gravel parking area, the construction of pads for (26) for motorized-trail benches and (7) motorized-trail shelters and all associated approaches and the installation of (37) steel pipes at the Fannye Cook Natural Area in Flowood, Mississippi.
5. Contract Time; All work is scheduled to be completed on or before **August 15, 2022.**
6. All bids must be submitted in a sealed envelope addressed to Wildlife Mississippi and marked on the outside as:
  - a. Attention: Jason May
  - b. Fannye Cook Natural Area
  - c. Project #: WM-FCNA-07-08-2022-01
  - d. Contractor's Certificate of Responsibility #

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Owner.
7. A Pre-Bid Conference will not be held.
8. Weather permitting, the site will be made accessible to potential Contractors by the Owner on **Friday June 24, 2022** for visits to examine the project site.
9. All Bidders are encouraged to visit and examine the site of the project so as to be familiar with the location, means of access, physical conditions, including surface and subsurface conditions, nature, and position of any existing structures, utilities, obstructions, and any other factors which may affect the Bid or the execution of the work. The Bidder shall not claim, after submission of this Bid, that there was any misunderstanding relating to the site conditions.
10. To schedule a site visit or to obtain project plans and specifications please contact Special Projects Coordinator, Jason May at [jmay@wildlifemiss.org](mailto:jmay@wildlifemiss.org) or (662) 820-4982.
11. The award if made, will be made to the qualified contractor with the lowest and best bid and determined to be the most advantageous to Wildlife Mississippi. Wildlife Mississippi has the authority to terminate the selection at any time. ***Wildlife Mississippi will evaluate all bids and reserves the right to reject any and/or all bids received.***

12. Successful bidders will be required to execute the Contract Documents and Agreement for construction, together with Performance and Payment Bonds and Certificates of Insurance within 15 days after formal award of the contract and before the Notice to Proceed.

***Intentionally Left Blank***

**1 Contract Documents.** The Contract Documents consist of this Agreement, the documents enumerated as Contract Documents on Exhibit A, and addenda issued prior to execution of this Agreement, other documents listed in this Agreement and written Modifications and written Change Orders executed by Owner after the execution of this Agreement, each of which are incorporated herein by reference. The terms of this Agreement shall prevail over any conflicting provisions in the documents incorporated by reference except for Modifications and Change Orders. If a conflict exists between the Plans and the Specifications, the Specifications shall govern.

**2 Scope of Work.**

**2.1 The Work.** Contractor shall provide to Owner all construction, supervision, direction and other services reasonably required by and inferred from the Contract Documents, including the Project Details Worksheet attached hereto as Exhibit A. The Contractor shall be responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work, including the work of subcontractors and suppliers. Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work unless specifically excluded on Exhibit A.

**2.2 Use of Site; Damage.** Owner shall provide Contractor with reasonable use of the premises to stage the Work and, if necessary, store materials, equipment and tools used in conjunction with the Work. Contractor shall confine operations at the site to areas agreed upon by Owner and permitted by law, ordinances, permits, and the Contract Documents. To the extent, Contractor incurs additional costs associated with the storage and staging related to the Work, Contractor shall solely be responsible for such storage or staging unless agreed upon in writing by Owner by written change order. Contractor shall take precaution when using roads and portions of the premises to ensure that such roads and portions of the premises are not unreasonable damages or altered during performance of the Work. Contractor shall ensure that any premises used by Contractor or where the Work takes place will be returned to substantially the same condition as before the Work was done except for the improvements which are the subject of the Work.

**2.3 Permits and Fees.** Contractor shall obtain and Owner shall pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work. If requested, Owner agrees to assist Contractor in obtaining any such permits and licenses.

**2.4 Cleaning Up.** Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall dispose of waste materials.

**2.5 Changes in the Work.** No changes to the Contract Sum shall occur unless by written Change Order by Owner and Contractor. Contractor represents and warrants to Owner that Contractor has thoroughly considered the equipment, materials and supplies necessary for this Project and that Contract Sum for this Agreement is sufficient based on existing market conditions and that Contractor has obtained commitments from any and all subcontractors, suppliers and materialmen necessary to complete this Project for the Contract Sum. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. To the extent Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual documented cost of the changes in the Work,

including the removal of any portions of the Work already done that must be modified, altered or redone, plus ten percent (10%) overhead and profit.

- 2.6** Inspection of Project Site; Unusual or Unknown Conditions. Contractor has inspected the Project site and has satisfied itself of the conditions thereof and shall not be entitled to any Change Order arising from conditions that Contractor would have known of in exercising reasonable due diligence and inspection of the Project before commencing work. To the extent Contractor encounters or discovers the occurrence of any usual or unknown conditions that could not have been reasonably discovered prior to commencement, Contractor shall notify Owner within 2 days of the discovery of such condition. If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions that could have been reasonably found by the exercise of reasonable inspections of the Project prior to commencement, Owner and Contractor shall address such conditions by written change order.

### **3 Payments and Contract Sum.**

- 3.1** Contract Sum and Payment Terms. Owner agrees to pay Contractor the Contract Sum and according to the payment schedule set forth on the Project Detail Worksheet attached hereto as Exhibit A upon Contractor providing an application for payment to Owner.
- 3.2** Payment Terms. The Project Detail Worksheet attached hereto as Exhibit A sets forth the timing and amounts of the Payment(s). Owner shall not be required to make an initial deposit to Contractor. Contractor shall be paid according to the terms set forth in Exhibit A. As a condition precedent to making any payments, Contractor shall provide a lien waiver for itself and all subcontractors and suppliers having lien rights under Mississippi law and in the form attached as Exhibit B. Unless otherwise set forth in Exhibit A, Owner shall pay Contractor within 30 days of receipt of an invoice from Contractor and Contractor's compliance with all the requirements of this Agreement.
- 3.3** Progress Payments and Final Payment. By making payment to Contractor, Owner does not waive any claims or undertake any duty to inspect the Work of Contractor prior to making payment for the portions of Work completed. Owner may withhold or deduct any amounts from a payment to Contractor reasonably necessary to correct or remedy defects in the Work or the failure of Contractor to comply with this Agreement.

### **4 Time and Completion.**

- 4.1** Commencement. Contractor will provide Owner with written notice of commencement ("Notice of Commencement" or "Commencement") to begin the work after Owner executes this Agreement and Contractor has obtained all necessary permits for performing the Work.
- 4.2** Contract Time; Schedule. Unless otherwise agreed to in writing by Owner, Contractor shall perform the Work within the time permitted by Owner in the bid documents or the scope of work, as applicable (the "Contract Time"). Contractor shall conform to that schedule for Contract Time, subject to adjustments of the Contract Time as provided in the Contract Documents. Contract Time is the number of calendar days available to the Contractor to substantially complete the Work. Contractor represents and warrants to Owner that Contractor has thoroughly considered the equipment, materials and supplies necessary for this Project and that the Contract Time allocated in this Agreement is sufficient based on existing market conditions and that Contractor has obtained commitments from any and all subcontractors, suppliers and materialmen necessary to complete this Project within the Contract Time.
- 4.3** Substantial Completion. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. Upon Contractor's determination that the Work or designated portion thereof is substantially complete, it will notify Owner. The date of the Final Invoice from

- 4.4 Delays. If the Contractor is delayed at any time in progress of the Work by written changes ordered in the Work, by fire or by delays caused by governmental or permitting authorities, the Contractor shall be entitled to an equitable adjustment in the Contract Time. Otherwise, Contractor shall not be entitled to addition time to complete the Work. Notwithstanding any other provision in this Agreement, Contractor shall not under any circumstance be entitled to an adjustment to the Contractor Sum for any extensions to the Contract Time unless Owner and Contractor agree in a written Change Order to adjust the Contract Sum.

## **5 Insurance; Bonds.**

- 5.1 Insurance. Contractor shall purchase and maintain the commercial general liability insurance during the performance of Work in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The cost of such insurance is included in the Contract Sum. Contractor shall also maintain (a) automobile insurance in an amount not less than \$500,000 per occurrence and (b) employer liability insurance, including workers compensation in the amount required by law. Contractor shall ensure that Owner is listed as an additional insured on a certificate to be provided to Owner upon request and prior to commencement of the Work.
- 5.2 Payment and Performance Bonds. Contractor is required to furnish a payment and performance bond for all construction, alteration or repair of any public work that has a contract price of \$25,000 or more. To the extent the proposed Work equals or exceeds this amount, Contractor shall provide bonds executed by it with a fidelity or surety company authorized to transact business in Mississippi on an AIA A312 form or in a form and satisfactory to the Owner. The Performance Bond shall guarantee the faithful performance of all contract obligations of this Agreement. The Payment Bond shall comply with the requirements of Mississippi regarding unconditional payment bonds and assure the prompt payment of all claims of lienors and laborers. The Cost of the bond shall be included within the Contract Sum.

## **6 Warranty; Limitations of Liability.**

- 6.1 Warranty. Contractor warrants that all Work shall conform to the requirements of the Contract Documents and that any defects due to faulty materials or workmanship for which Owner gives written notice to Contractor within one (1) year from the date of Substantial Completion ("Warranty Period") and Contractor shall correct any such defects within a reasonable period of time (not to exceed 30 days from notice of any defect) at Contractor's expense.
- 6.2 Limitation of Liability. To the fullest extent permitted by law, the parties to this Agreement hereby consent and agree that neither party shall be liable to the other for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this agreement, including any addenda hereto, or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) and regardless of whether Contractor has been advised of the possibility of any such damage. In no event shall the Contractor be liable for destruction or deterioration of or defects in any work constructed, or under construction, if the Work is done according to plans or specifications furnished to Contractor and if the destruction, deterioration, or defect was due to any fault or insufficiency of the plans or specifications. Under no circumstances shall Contractor's liability exceed the Contract Sum under this Agreement, including any addenda hereto.
- 6.3 Indemnity. Notwithstanding any other provision in this Agreement, Contractor agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless, the Owner, its officers, directors and employees against all damages, fees costs (including attorneys' fees and experts' fees) and liability to the extent caused

by the Contractor's negligent performance of the work under this Agreement and that of any subcontractors of any tier and any materialmen or suppliers involved with the Work. However, Contractor shall not be obligated to indemnify the Owner for the Owner's negligence.

## **7 Dispute Resolution.**

- 7.1 Correction Period.** Owner agrees to submit a written statement of claims to Contractor and Contractor shall have fourteen (14) days (the "Correction Period") to correct, modify and/or alter any portion of the Work related to Owner's claims to satisfy Owner's concerns.
- 7.2 Mediation.** For any issues that remain unresolved after the Correction Period, the parties shall submit any claim, dispute, or other matter in question arising out of or related to this Agreement to mediation (but not as a condition precedent to initiating litigation).
- 7.3 Waiver of Jury Trial; Venue.** For any claim, dispute or other matter arising out of or related to the Agreement or the Work in any manner that is not resolved during the Correction Period or through Mediation, then the parties agree that the method of dispute resolution shall be solely by litigation solely and exclusively in a court of competent jurisdiction in Madison County, Mississippi. Owner and Contractor each waive all rights to a trial by jury.
- 7.4 Attorneys' Fees.** The prevailing party in any litigation or dispute shall be entitled to reasonable attorneys' fees and costs.

## **8 Miscellaneous Provisions.**

- 8.1 Notices.** Any notice or other communication required or permitted to be given under this Agreement to Owner may be delivered by electronic delivery (e-mail) with a copy to be sent by traceable delivery with a private courier at the following address:

Wildlife Mississippi  
Attn: Jason May  
PO Box 10  
Stoneville, MS 38776  
Email: jmay@wildlifemiss.org

Any written notice or other communication required or permitted to be given under this Agreement to Contractor may be delivered by electronic delivery (e-mail) with a copy to be sent by traceable delivery with a private courier at the addresses listed on Exhibit A. Except as otherwise stated herein, any such notices to shall be deemed given when sent.

- 8.2 Termination; Suspension.** Owner may terminate or suspend Work under this Agreement by (a) convenience upon ten (10) days written notice or (b) immediately upon Contractor's material breach of this Agreement and after Owner provides a ten (10) day written notice to Contractor and a Contractor's failure to cure or commence a cure within that time period. If Owner fails to make payment required by this Agreement within forty-five (45) days after Contractor provides Owner with an invoice for payment, then Contractor may terminate the Agreement. If Owner makes payment after Contractor ceases the Work or terminates the Agreement, Contractor shall reinstate the Agreement and complete the Work; provided, however, Contractor shall be entitled to an extension of time for any delays by Owner in making payments or in suspending the Work.
- 8.3 Governing Law.** The laws of the State of Mississippi (without giving effect to its conflicts of law principles) govern any and all matters arising from or in any way related to this Agreement, including, without limitation, its interpretation, construction, validity, performance (including the details of performance), and enforcement.

- 8.4 Assignment. Neither party may assign any of its rights under this Agreement, except with the prior written consent of all parties to this Agreement. Any purported assignment in violation of this section is void.
- 8.5 Interpretation. This Agreement and all documents and agreements incorporated by reference or identified are intended to be complimentary and interpreted in harmony so as to avoid conflict. In the event of any vagueness, conflict, inconsistency or omission in the integrated documents, this Agreement, including Exhibit A, shall control.
- 8.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the parties.
- 8.7 Amendments; Binding Effect. No amendment to this Agreement will be effective unless it is in writing and signed by both parties. This Agreement shall be binding upon the parties and their respective heirs, executors, administrators, successors, representatives, agents and assigns.
- 8.8 Counterparts; Electronic Signatures. This Agreement may be signed in one or more counterparts, which together will form a single agreement. This Agreement may be signed or acknowledged electronically.

***Intentionally Left Blank***



**Exhibit A**  
**Project Detail Worksheet**

**Contractor Name:** \_\_\_\_\_

**Contractor Contact Person:** \_\_\_\_\_

**Contractor Contact Tel. No.:** \_\_\_\_\_

**Contractor Contact E-Mail:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_

<b>Contract Documents</b>		
Document Name	Document Date	Description (if necessary)
Contract between Owner and Contractor	N/A	
<b>Other Documents (check for each applicable)</b>		
<input checked="" type="checkbox"/> Scope of Work, Plans and Specifications	N/A	19 Pages attached hereto
<input type="checkbox"/> Addenda		
<input checked="" type="checkbox"/> Bid Documents	N/A	14 Pages attached hereto
<input type="checkbox"/> Other		
<b>Description of the Work</b>		
<ol style="list-style-type: none"> <li>1. CONSTRUCT (12) small gravel parking areas (each approximately 60ft x 60ft) or (3,600ft<sup>2</sup>) and approaches.</li> <li>2. REPAIR, LEVEL, &amp; COMPACT (1) existing small gravel parking area (approximately 60ft x 60ft) or (3,600ft<sup>2</sup>) and approach.</li> <li>3. CONSTRUCT (26) pads for motorized-trail benches (each approximately 12ft by 10ft) or (120ft<sup>2</sup>) and approaches.</li> <li>4. CONSTRUCT (7) pads for motorized-trail shelters (each approximately 15ft x 8ft) or (120ft<sup>2</sup>) and approaches.</li> <li>5. INSTALL &amp; COVER (37) steel pipes at small parking areas, bench and shelter pads, and at trailheads. Steel pipes are to be provided by the owner.</li> </ol>		
<b>Contract Sum</b>		
\$ _____		
<input checked="" type="checkbox"/> Lump Sum Payment upon Completion of the Work		

**Allowance Schedule, Unit Prices, Alternates and Other Special Considerations (if any)**

DESCRIPTION	UNIT	QUANTITIES	UNIT PRICE	TOTAL \$ AMOUNT
Dirt	cu. yd.			
Regular Washed Gravel	cu. yd.			
Construction	L.S.	1	N/A	
TOTAL \$				

By signing below, Owner and Contractor (i) acknowledge receipt of, and agrees to, accepts and agrees to be bound by, the terms and provisions of this Construction Agreement, (ii) acknowledge receipt and thorough review of each of the Contract Documents identified in the Construction Agreement, and (iii) represent and warrant that the person executing this Construction Agreement has authority or has been duly authorized to do so as to fully and legally bind themselves to the terms, conditions, and provisions of Construction Agreement.

Effective Date: \_\_\_\_\_

**WILDLIFE MISSISSIPPI**

By: \_\_\_\_\_  
Signature of Owner                      Title                      Name (Please print)

**CONTRACTOR:**

By: \_\_\_\_\_  
Signature of Contractor                      Title                      Name (Please print)

## Exhibit B-2

### Contractor's Affidavit and Final Release/Waiver of Liens

Property Owner:	Wildlife Mississippi
Project Description:	
Project Location (County/Address)	
Draw/Application #	INSERT DRAW/APP NUMBER
Final Amount Due	INSERT AMOUNT

STATE OF MISSISSIPPI

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

PERSONALLY appeared before me, the undersigned authority in and for said county and state, the undersigned contractor, subcontractor of any tier, materialman, supplier, professional, as applicable ("Contractor") that is furnishing services, labor, and/or material for, and engaging subcontractors, materialmen and others for the Project and Property described above, as set forth in the contract (the "Contract") between Wildlife Mississippi ("Owner") and Contractor.

Contractor has submitted its/his/her final Draw/Application (the "Final Application") and has delivered this Contractor's Affidavit and Final Release/Waiver of Liens for all services rendered, work performed and materials furnished by or for Contractor or on its behalf on the Project under the Contract with a final amount due defined above ("Final Amount Due").

For good and valuable consideration, receipt of which is hereby acknowledged, we hereby acknowledge that: (1) the Contract is in full force and effect; (2) Contractor has not made or sent to Owner or Architect any claim, notice of non-payment, pre-lien notice, lien notice or other written or verbal demand, request or statement (a "Claim"), has not received any Claim as to the Project from any person or entity with a lien right under Mississippi law, and to the best of Contractor's knowledge is not aware of any Claim concerning the Project by or for Contractor or by any person having a lien right under Mississippi law; (3) Contractor has received a written request to identify all subcontractors and materialmen providing labor, work, services, material or otherwise for improvement (the "Subcontractors and Materialmen") where the Project Location is located (the "Real Estate") and Contractor waives any requirement of strict compliance with statutory notice including but not limited to service of the written request by the property owner or by registered or certified mail or statutory overnight delivery; (4) A true and correct list of the Subcontractors and Materialmen pursuant to Miss. Code Ann. §85-7-407(1) and true and correct copies of the final lien waivers therefrom are attached as Exhibit "1" hereto and incorporated herein by reference; (5) Contractor has previously fully paid or will fully pay from the Final Amount Due all sums due laborers, subcontractors, materialmen and suppliers or others having lien rights as to the Project who performed work at Contractor's request on the Project; (6) no other sums are due Contractor or at this time for work on the Project or due by Contractor at this time to others having a lien right on the Project; (7) Contractor has not executed, placed or delivered any chattel mortgages, conditional sales contracts, security agreements, financing statements, or other liens upon the materials, fixtures, appliances, furnishings, equipment or other improvements placed upon or installed on the Real Estate; and, (8) Contractor has fully executed the Work of the Contract and has been fully paid or will be fully paid after receipt of the Final Amount Due.

It is further understood and agreed that Contractor's signature to this document constitutes a full release of all claims, a waiver of lien and other rights against said Project under the Contract. Contractor acknowledges that this Affidavit is made pursuant to Miss. Code Ann. §85-7-413 (1) (b).

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED THE PAYMENT, SIXTY (60) DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN BEFORE THE EXPIRATION OF THE SIXTY-DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER SECTION 85-7-419, MISSISSIPPI CODE OF 1972.

[signature page to follow]

WITNESS my signature this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

<b>&lt;Insert Contractor Name&gt;</b>	
By:	
Print Name:	
Title:	
Date:	

Personally appeared before me, the undersigned authority in and for the said county and state on this the \_\_\_\_ day of \_\_\_\_\_, 202\_\_, within my jurisdiction, the within named \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he/she executed the same in his/her representative capacity(ies), and that by his/her signature on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which he/she executed the above and foregoing instrument, after first having been duly authorized so to do. Witness my hand and seal.

My commission expires:  
(Seal)

(NOTARY PUBLIC)

Exhibit 1  
To Contractor's Affidavit and Final Release/Waiver of Liens

List of Subcontractors and Materialmen  
Along with Final Waivers

COMPANY NAME (of your material suppliers and/or subcontractors)	CONTRACT AMOUNT (if unknown, list N/A)	AMOUNT PAID TO DATE (cumulative amount)	AMOUNT PAID THIS PERIOD (thru date listed above)	REMAINING BALANCE LEFT ON CONTRACT

## NOTICE OF AWARD

Date: \_\_\_\_\_, 20\_\_

To:

**RE: FANNYE COOK NATURAL AREA SMALL PARKING AREAS, BENCH AND SHELTER PADS,  
AND STEEL PIPE INSTALLATIONS  
For Wildlife Mississippi  
Flowood, Mississippi  
Project No. WM-FCNA-07-08-2022-01**

Wildlife Mississippi has considered the BID submitted by you for the above referenced WORK in response to its Advertisement for Bids.

You are hereby notified that your Proposal has been accepted in the amount of

\_\_\_\_\_ (\$\_\_\_\_\_)

You are required to execute this Contract and furnish to **Wildlife Mississippi**, the required CONTRACTOR'S Performance Bond, Payment Bond and certificates of Insurance within 15 calendar days for the date of delivery of this Notice to you. We have enclosed two copies of the necessary contract forms. Please return both copies of these documents to the offices of **Wildlife Mississippi, 4858 Old Leland Road, Leland, MS 38756**.

If you fail to execute said Contract and to furnish said certificates within 15 days from the date of delivery of this Notice, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your proposal as abandoned and as a forfeiture of your Bid. The owner will be entitled to such other rights as may be granted by Law.

You are required to return an acknowledged copy of this Notice of Award directly to Wildlife Mississippi, Attention: Jason May, Special Projects Coordinator.

Sincerely,

Wildlife Mississippi

\_\_\_\_\_  
Jason May, Special Projects Coordinator

## ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by: \_\_\_\_\_

\_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

## NOTICE TO PROCEED

To:

Date: \_\_\_\_\_, 20\_\_

**RE: FANNYE COOK NATURAL AREA SMALL PARKING AREAS, BENCH AND SHELTER PADS,  
AND STEEL PIPE INSTALLATIONS  
For Wildlife Mississippi  
Flowood, Mississippi  
Project No. WM-FCNA-07-08-2022-01**

You are hereby notified to commence Work in Accordance with the Contract dated \_\_\_\_\_, on or before \_\_\_\_\_. You are to complete the installation of the **FANNYE COOK NATURAL AREA SMALL PARKING AREAS, BENCH AND SHELTER PADS, AND STEEL PIPE INSTALLATIONS**, with appurtenances, for Wildlife Mississippi within \_\_\_\_\_ days from the effective date of this Notice to Proceed. The date of Final Completion is therefore **August 15, 2022** unless the Contract Time is otherwise adjusted for due cause by change order to the contract and agreed upon with the Owner.

Please return a copy of this NOTICE TO PROCEED to the Owner's Representative and the undersigned indicating your receipt of this document in the space provided below.

Sincerely,

Wildlife Mississippi

\_\_\_\_\_  
Jason May, Special Projects Coordinator

## ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by: \_\_\_\_\_

\_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

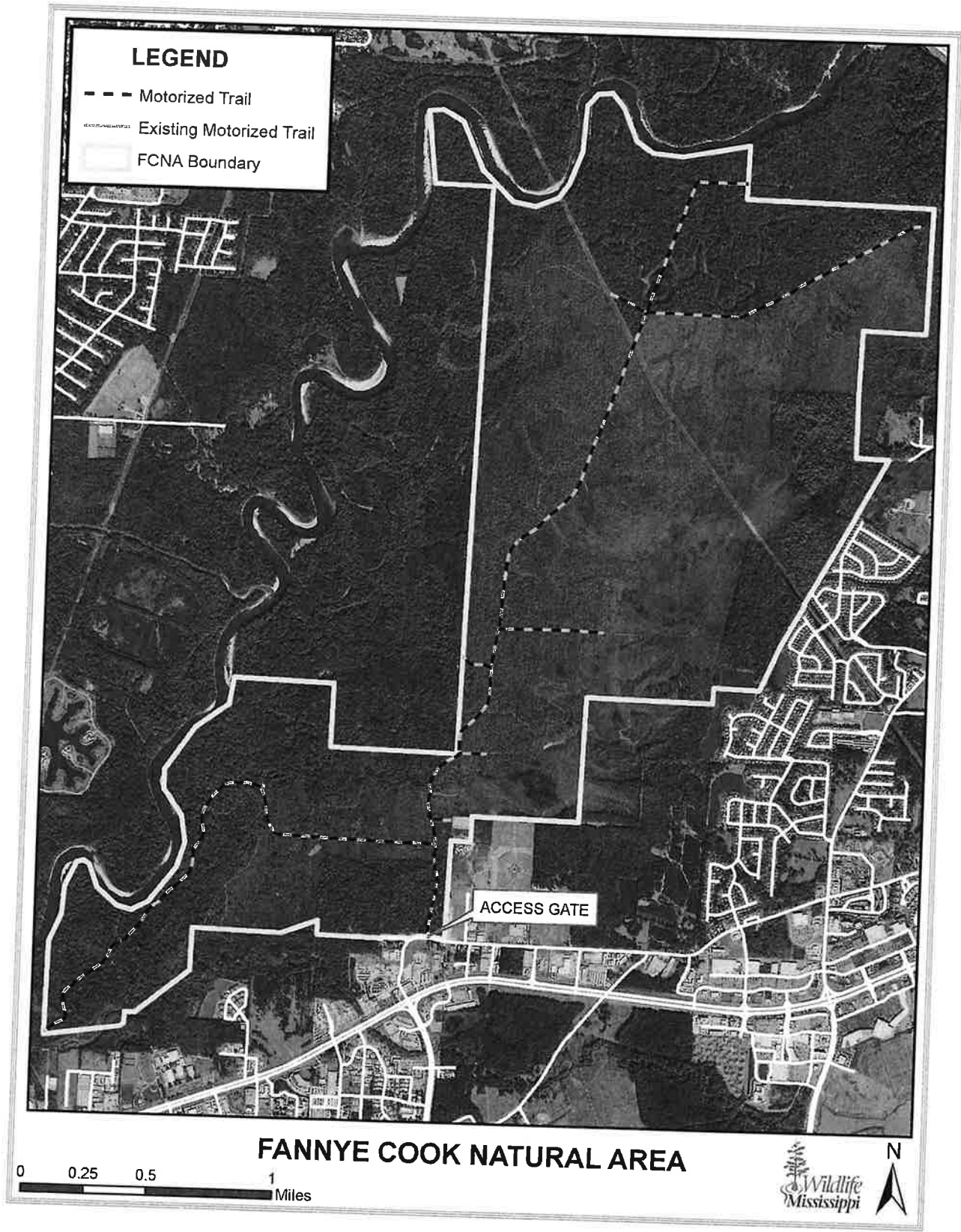
By \_\_\_\_\_

Title \_\_\_\_\_

## FANNYE COOK NATURAL AREA SCOPE OF WORK

- A. **CONSTRUCT** (12) small gravel parking areas (approximately 60ft x 60ft) or (3,600ft<sup>2</sup>) and approaches.
- REPAIR, LEVEL, & COMPACT** (1) existing small gravel parking area (approximately 60ft x 60ft) or (3,600ft<sup>2</sup>) and approach.
- CONSTRUCT** (26) pads for motorized-trail benches (approximately 12ft by 10ft) or (120ft<sup>2</sup>) and approaches.
- CONSTRUCT** (7) pads for motorized-trail shelters (approximately 15ft x 8ft) or (120ft<sup>2</sup>) and approaches.
- INSTALL & COVER** (37) steel pipes at small parking areas, bench and shelter pads, and at trailheads. Steel pipes are to be provided by the owner.
- CLEARING shall consist of any mulching, cutting, removal, and cleaning up of all timber, snags, brush, and fallen trees, stumps, shrubs, and rubbish. Trees and shrubs designated for preservation shall be marked and protected from scoring, barking, or other injury during construction operations. Trees, logs, stumps, brush, and other debris shall be removed to areas designated by the owner.
- FILL any stump holes, dips, or low areas within the construction area with dirt creating a level surface.
- ADD dirt (**NO RED DIRT!**) to slightly elevate parking areas and pads above the surrounding terrain and compact pads to a firm base. Use gray dirt or soils that blend in with existing soils.
- ADD regular-sized washed gravel to the parking area pads only and compact to create a firm parking area surface.
- B. Maps of the locations of the small parking areas, bench and shelter pads, and pipe installations are attached. Additional attachments included are: spreadsheets with steel pipe specifications and each item's design specifications with example photos.
- C. All work is scheduled to be completed by **August 15, 2022** unless otherwise agreed to by Owner in writing.

# FANNYE COOK NATURAL AREA PROJECT AREA MAP





FANNYE COOK NATURAL AREA  
PROJECT AREA ACCESS

