



GREENBRIAR

681 Denton Trail NW
Brookhaven, MS 39601
Telephone: 601-833-0975
Fax: 601-833-0986

**BID TO:
CITY OF FLOWOOD**

**BID FOR:
FLOWOOD DRIVE/HIGHWAY 475
WATER MAIN**

**BID DATE & TIME:
DECEMBER 21, 2021 @ 11:00 A.M.**

**CERTIFICATE OF RESPONSIBILITY
04621-MC
Expires 4/8/2022**

PROPOSAL

Proposal of Greenloria Digging Service Limited Partnership (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi doing business as a partnership insert: (corporation, partnership, limited liability company, or individual) to: the CITY OF FLOWOOD, MS, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of **FLOWOOD DRIVE/HIGHWAY 475 WATER MAIN** 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 his 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 within 150 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$600.00 for each consecutive calendar day thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: None DATE: _____
NUMBER: _____ DATE: _____
NUMBER: _____ DATE: _____
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 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. 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.

BIDDER encloses a Bid Bond or Certified Check for 5% of Base Bid Amount DOLLARS (\$ 5% of Bid Amount) and hereby agree that in case of failure to execute the Contract and furnish the required Bonds within (5) 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.

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.

The BIDDER shall provide a list five (5) similar projects within the last five (5) years and provide project name, owner, cost, schedule, duration, and project description.

The BIDDER shall provide a list of materials and suppliers for pipe, controls, valves and electrical equipment.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount: **SEE PAGE C-4 FOR BID ITEMS.**

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, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
3. Any erasure, change or alteration 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 in the unit price bid for the particular item involved.
6. OWNER reserves the right to award any combination of base and additive alternate bids (if any) it deems advantageous and in the event that all specified bid item units are lump sum (LS), the OWNER reserves the right to delete any such item or combination of such items from the project. The OWNER further reserves the right to delete any item or items desired from the Bid Schedule after the Contract has been awarded. Any deletions, if any made, shall be by Change Order and BIDDER hereby agrees to accept such Change Orders.

City of Flowood, MS Bid Form

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
BASE BID - FLOWOOD DRIVE WATER MAIN					
1	Mobilization/Demobilization	1	LS	45,000 ⁰⁰	45,000 ⁰⁰
2	Maintenance of Traffic	1	LS	21,000 ⁰⁰	21,000 ⁰⁰
3	Clearing & Grubbing	1	LS	7500 ⁰⁰	7500 ⁰⁰
4	Erosion & Sedimentation Control	1	LS	56,000 ⁰⁰	56,000 ⁰⁰
5	Potholes (All Depths)	20	EA	1500 ⁰⁰	30,000 ⁰⁰
6	12" Water Main (All Cuts)	5,367	LF	72 ⁰⁰	386,424 ⁰⁰
7	12" Water Main Installed in 24" Steel Casing (Bored)	806	LF	485 ⁰⁰	390,910 ⁰⁰
8	12" Fusible C-900 PVC Water Main, Directional Bore, Unencased	960	LF	190 ⁰⁰	182,400 ⁰⁰
9	8" Water Main (All Cuts)	30	LF	60 ⁰⁰	1800 ⁰⁰
10	8" Water Main Installed in 16" Steel Casing (Bored)	70	LF	350 ⁰⁰	24,500 ⁰⁰
11	12" Gate Valve & Box	17	EA	2750 ⁰⁰	46,750 ⁰⁰
12	8" Gate Valve & Box	3	EA	1500 ⁰⁰	4500 ⁰⁰
13	10" Hot Tap with Valve	1	EA	10,000 ⁰⁰	10,000 ⁰⁰
14	8" Hot Tap with Valve	5	EA	7000 ⁰⁰	35,000 ⁰⁰
15	Fire Hydrant Assembly	17	EA	5000 ⁰⁰	85,000 ⁰⁰
16	Ductile Iron Fittings	22,000	LBS	12 ⁰⁰	264,000 ⁰⁰
17	Remove Existing Storm Drain & Replace with 42" Pipe	50	LF	200 ⁰⁰	10,000 ⁰⁰
18	Replace Manhole Ring and Cover	3	EA	1000 ⁰⁰	3000 ⁰⁰
19	Seeding, Fertilizer, & Mulch	5	AC	2000 ⁰⁰	10,000 ⁰⁰
20	Solid Sod	1,500	SY	7 ⁰⁰	10,500 ⁰⁰
21	Crushed Stone	100	Tons	65 ⁰⁰	6500 ⁰⁰
22	Asphalt Pavement Repair	20	Tons	300 ⁰⁰	6000 ⁰⁰
23	Select Bedding	300	CY	60 ⁰⁰	18,000 ⁰⁰
24	Select Backfill	600	CY	25 ⁰⁰	15,000 ⁰⁰
25	Remove and Replace Existing Motorized Control Valve & Install Pressure Reducing/Pressure Sustaining Valve, Valves, Vault, Controls & Electrical (Liberty Road)	1	LS	96,000 ⁰⁰	96,000 ⁰⁰
26	One-Way Altitude Control Valve, Valves, Vault, Controls & Electrical (Highland Bluff Elevated Tank)	1	LS	127,000 ⁰⁰	127,000 ⁰⁰
27	Contingency Allowance	1	LS	\$ 50,000.00	\$ 50,000.00
Subtotal Base Bid - Flowood Drive Water Main					1,942,784⁰⁰

ALTERNATE BID - HWY 475 WATER MAIN

1	Mobilization/Demobilization	1	LS	30,000 ⁰⁰	30,000 ⁰⁰
2	Maintenance of Traffic	1	LS	9,000 ⁰⁰	9,000 ⁰⁰
3	Clearing & Grubbing	1	LS	6,000 ⁰⁰	6,000 ⁰⁰
4	Erosion & Sedimentation Control	1	LS	11,000 ⁰⁰	11,000 ⁰⁰
5	Potholes (All Depths)	10	EA	1,500 ⁰⁰	15,000 ⁰⁰
6	12" Water Main (All Cuts)	820	LF	72 ⁰⁰	59,040 ⁰⁰
7	10" Water Main Installed in Existing 16" Steel Casing (Remove Existing 8" Water Main)	105	LF	142 ⁰⁰	14,910 ⁰⁰
8	12" Fusible C-900 PVC Water Main, Directional Bore, Unencased	1,600	LF	190 ⁰⁰	304,000 ⁰⁰
9	8" Water Main (All Cuts)	50	LF	60 ⁰⁰	3,000 ⁰⁰
10	12" Gate Valve & Box	6	EA	2,750 ⁰⁰	16,500 ⁰⁰
11	8" Gate Valve & Box	1	EA	1,500 ⁰⁰	1,500 ⁰⁰
12	8" Hot Tap with Valve	1	EA	7,000 ⁰⁰	7,000 ⁰⁰
13	Fire Hydrant Assembly	6	EA	5,000 ⁰⁰	30,000 ⁰⁰
14	Ductile Iron Fittings	5,400	LBS	12 ⁰⁰	64,800 ⁰⁰
15	Seeding, Fertilizer, & Mulch	2	AC	2,000 ⁰⁰	4,000 ⁰⁰
16	Solid Sod	400	SY	7 ⁰⁰	2,800 ⁰⁰
17	Crushed Stone	50	Tons	65 ⁰⁰	3,250 ⁰⁰
18	Asphalt Pavement Repair	10	Tons	300 ⁰⁰	3,000 ⁰⁰
19	Select Bedding	150	CY	60 ⁰⁰	9,000 ⁰⁰
20	Select Backfill	450	CY	25 ⁰⁰	11,250 ⁰⁰
21	Contingency Allowance	1	LS	\$ 25,000.00	\$ 25,000.00
Subtotal Alternate Bid - Hwy 475 Water Main					630,050 ⁰⁰
Total Base Bid + Alternate Bid					2,572,834 ⁰⁰

Pipe Supplier


Consolidated Pipe

Valve & Fire Hydrant Supplier

Consolidated Pipe

Control Valves Supplier

Consolidated Pipe

RESPECTFULLY SUBMITTED BY:		Greenbriar Digging Service Limited Partnership By: Greenbriar Digging Service, Inc., General Partner	
		(PLEASE PRINT)	
SIGNATURE			
NAME AND TITLE		Jessie Neal, Resident	
ADDRESS		(PLEASE PRINT)	
681 Denton Trail NW			
Brookhaven, MS 39601			
PHONE NUMBER		(601) 833-0975	
CERTIFICATE OF RESPONSIBILITY NO.		04621-MC	
		(SEAL)	
		IF BY CORPORATION	

EXPERIENCE

The BIDDER shall list five (5) similar projects within the last five (5) years and provide project name, owner, cost, schedule, duration, and project description.

Owners Name & Contact Info	Project Name	Project Description & similarities to Flowood Drive/Highway 475 Water Main	Costs (\$'s)	Duration (Months)
Double Ponds Water Assoc. P.O. Box 1101 Prentiss, MS 39474	Distribution System Improve.	Installation of over 540,651 LF of 10", 8", 6", 4", & 3" PVC Pipe, Valves, Hydrants & Necessary Fittings	\$2,369,477	2+ Years * Numerous Change Orders Adding Work
Vazoo City Public Service Commission P.O. Box 660 Vazoo City, MS 39194	Contract II - Waterline Improve	Installation of 12" C900, Hydrants, Valves, & Directional Boring	\$317,796	3 months
Magnolia Rural Water Assoc. P.O. Box 248 Magnolia, MS 39652	Contract 2 - Water Distribution	Installation of 2", 3", 4", 6", & 8" PVC main, Various Bore, Valves, Fittings, Service Connections	\$1,134,537	12 months
City of Natchez P.O. Box 1325 Natchez, MS 39121	SAF/CDBG Water Improve- ments	Installation of New Water main, Pump Stations, Generators, Valves, etc.	\$1,721,968	16 months
Town of Monticello P.O. Box 822. Monticello, MS 39654	Contract 2 - Water main Replace	Install New 6" & 8" Water main, Valves, Hydrants, etc.	\$290,892	7 months

PARTNERSHIP CERTIFICATE

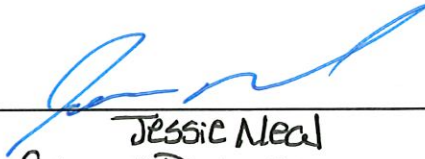
(To be executed if BIDDER is a Partnership)

STATE OF Mississippi

COUNTY OF Lincoln

On this 21st day of December, 2021, before me personally appeared Jessie Neal, 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:

Greenbriar Digging Service LP; That said firm consists of himself and Greenbriar Digging Service, Inc.; and that he executed the foregoing instrument for and on behalf of said firm for the uses and purposes stated herein.

Signature 

Title Jessie Neal
General Partner



Sworn before me this 21st day of December, 2021.

Joan Culpepper, Notary Public

My commission expires May 27, 2024

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF Lincoln

I, Jessie Neal
(name of person signing affidavit)

individually, and in my capacity as General Partner
(title)

of Greenbriar Digging Service LP
(name of firm, partnership, limited liability company, or corporation.)
being duly sworn, on oath do depose and say as follows:

(a) That Greenbriar DSLP, Bidder on the **FLOWOOD DRIVE/HIGHWAY 475 WATER MAIN for CITY OF FLOWOOD, MS**, 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 Jessie Neal
Title General Partner



Sworn before me this 21st day of December, 2021.

Joan Culpepper, Notary Public
My commission expires May 27, 2024

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

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF Lincoln

I, Jessie Neal
(name of person signing affidavit)

individually, and in my capacity as General Partner
(title)

of Greenbriar Digging Service Limited Partnership
(name of firm, partnership, limited liability company, or corporation.)

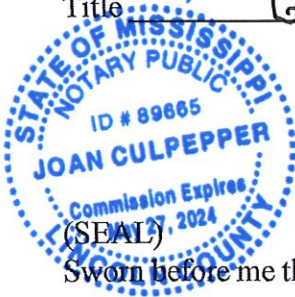
being duly sworn, on oath do depose and say as follows:

(a) That Greenbriar DSLP, Bidder on the **FLOWOOD DRIVE/HIGHWAY 475 WATER MAIN for CITY OF FLOWOOD, MS**, 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 Jessie Neal

Title General Partner



Sworn before me this 21st day of December, 2021.

Joan Culpepper, Notary Public

My commission expires May 27, 2024

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

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Greenbriar Digging Service Limited Partnership
(Name of Contractor)

681 Denton Trail NW, Brookhaven, MS 39601
(Address of Contractor)

a Limited Partnership hereinafter called "Principal", and
(Corporation, Partnership, Limited Liability Company or
Individual)

Hartford Fire Insurance Company hereinafter called "Surety",
(Name of Surety)

are held and firmly bound unto the **CITY OF FLOWOOD, MS**, hereinafter called "**OWNER**" in the penal sum of 5% of Total Bid, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. Signed, this the day of December 21, 2021. The Condition of the above obligation is such that whereas the Principal has submitted to the **CITY OF FLOWOOD, MS** a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of:

FLOWOOD DRIVE/HIGHWAY 475 WATER MAIN

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.


Greenbriar Digging Service Limited Partnership
By: Greenbriar Digging Service, Inc., General Partner (L.S.)

Principal


By: Jessie Neal, President

Hartford Fire Insurance Company

Surety


By: Peggy L. Jackson, Attorney-in-Fact
Resident MS Agent/Fisher Brown Bottrell Insurance, Inc.



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.

END OF SECTION

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: FISHER BROWN BOTTRELL INS INC
Agency Code: 43-239145

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Jim A. Armstrong, Brody Eric Buckley, Angela Bullie, Amanda Jean Charfauros, Trina Cobb, Jerry Eugene Horner Jr., Peggy L. Jackson, Stephen Wesley Price Jr., Jerry G. Veazey, Jr., Jason J. Young of JACKSON, Mississippi

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of 12/21/2021.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

RESOLUTION OF THE BOARD OF DIRECTORS OF
GREENBRIAR DIGGING SERVICE, INC.
TAKEN WITHOUT A MEETING

Pursuant to Section 79-4.8.21 of Mississippi Code of 1972, as amended, and Article III, Section 8 of the Bylaws of the corporation, the Board of Directors of Greenbriar Digging Service, Inc. (the "corporation") unanimously adopt the following corporate resolution and consent in all respects to the following action to be taken without a meeting.

WHEREAS, Jessie Neal serves as the sole director and president of the corporation, and this corporation serves as the general partner of Greenbriar Digging Service Limited Partnership (the "partnership"); and

WHEREAS, Jessie Neal is authorized to execute documentation on behalf of the corporation, and the corporation is authorized to take action on behalf of the partnership.

THEREFORE, BE IT RESOLVED THAT, Jessie Neal is authorized to take action on behalf of the corporation, including actions taken by the corporation as the general partner of the partnership, including any and all such documents that may be reasonably required in furtherance of the day-to-day business operating activities of the partnership, including, but not limited to, agreements, change orders, bonds, and similar documents.


As a guide to persons doing business the partnership, one legally proper way to execute documents on behalf of the partnership is as follows:

Greenbriar Digging Service Limited Partnership
By: Greenbriar Digging Service, Inc.


By: Jessie V. Neal, President

12/21/21
Date

The signature of the director to these minutes constitutes the waivers of notice pursuant to Section 79-4.8.23 of the Mississippi Code of 1972, as amended, and Section 5 of ARTICLE III of the corporation's bylaws, and the written action without meeting pursuant to Section 79-4.8.21 of the Mississippi Code of 1972, as amended, and Section 8 of ARTICLE III of the corporation's bylaws.


Jessie V. Neal, Sole Director



GREENBRIAR

681 Denton Trail NW
Brookhaven, MS 39601
Telephone: 601-833-0975
Fax: 601-833-0986

**BID TO:
CITY OF FLOWOOD**

**BID FOR:
FLOWOOD DRIVE/HIGHWAY 475
WATER MAIN**

**BID DATE & TIME:
DECEMBER 21, 2021 @ 11:00 A.M.**

**CERTIFICATE OF RESPONSIBILITY
04621-MC
Expires 4/8/2022**

PROPOSAL

Proposal of Greentree Digging Service Limited Partnership (hereinafter called "BIDDER"), organized and existing under the laws of the State of Mississippi doing business as a partnership insert: (corporation, partnership, limited liability company, or individual) to: the CITY OF FLOWOOD, MS, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of **FLOWOOD DRIVE/HIGHWAY 475 WATER MAIN** 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 his 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 within 150 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$600.00 for each consecutive calendar day thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER:	<u>None</u>	DATE:	_____
NUMBER:	_____	DATE:	_____
NUMBER:	_____	DATE:	_____
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 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. 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.

BIDDER encloses a Bid Bond or Certified Check for 5% of Base Bid Amount DOLLARS (\$ 5% of Bid Amount) and hereby agree that in case of failure to execute the Contract and furnish the required Bonds within (5) 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.

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.

The BIDDER shall provide a list five (5) similar projects within the last five (5) years and provide project name, owner, cost, schedule, duration, and project description.

The BIDDER shall provide a list of materials and suppliers for pipe, controls, valves and electrical equipment.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or base bid amount: **SEE PAGE C-4 FOR BID ITEMS.**

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, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.
3. Any erasure, change or alteration 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 in the unit price bid for the particular item involved.
6. OWNER reserves the right to award any combination of base and additive alternate bids (if any) it deems advantageous and in the event that all specified bid item units are lump sum (LS), the OWNER reserves the right to delete any such item or combination of such items from the project. The OWNER further reserves the right to delete any item or items desired from the Bid Schedule after the Contract has been awarded. Any deletions, if any made, shall be by Change Order and BIDDER hereby agrees to accept such Change Orders.

City of Flowood, MS Bid Form

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
BASE BID - FLOWOOD DRIVE WATER MAIN					
1	Mobilization/Demobilization	1	LS	45,000 ⁰⁰	45,000 ⁰⁰
2	Maintenance of Traffic	1	LS	21,000 ⁰⁰	21,000 ⁰⁰
3	Clearing & Grubbing	1	LS	7500 ⁰⁰	7500 ⁰⁰
4	Erosion & Sedimentation Control	1	LS	56,000 ⁰⁰	56,000 ⁰⁰
5	Potholes (All Depths)	20	EA	1500 ⁰⁰	30,000 ⁰⁰
6	12" Water Main (All Cuts)	5,367	LF	72 ⁰⁰	386,424 ⁰⁰
7	12" Water Main Installed in 24" Steel Casing (Bored)	806	LF	485 ⁰⁰	390,910 ⁰⁰
8	12" Fusible C-900 PVC Water Main, Directional Bore, Unencased	960	LF	190 ⁰⁰	182,400 ⁰⁰
9	8" Water Main (All Cuts)	30	LF	60 ⁰⁰	1800 ⁰⁰
10	8" Water Main Installed in 16" Steel Casing (Bored)	70	LF	350 ⁰⁰	24,500 ⁰⁰
11	12" Gate Valve & Box	17	EA	2750 ⁰⁰	46,750 ⁰⁰
12	8" Gate Valve & Box	3	EA	1500 ⁰⁰	4500 ⁰⁰
13	10" Hot Tap with Valve	1	EA	10,000 ⁰⁰	10,000 ⁰⁰
14	8" Hot Tap with Valve	5	EA	7000 ⁰⁰	35,000 ⁰⁰
15	Fire Hydrant Assembly	17	EA	5000 ⁰⁰	85,000 ⁰⁰
16	Ductile Iron Fittings	22,000	LBS	12 ⁰⁰	264,000 ⁰⁰
17	Remove Existing Storm Drain & Replace with 42" Pipe	50	LF	200 ⁰⁰	10,000 ⁰⁰
18	Replace Manhole Ring and Cover	3	EA	1000 ⁰⁰	3000 ⁰⁰
19	Seeding, Fertilizer, & Mulch	5	AC	2000 ⁰⁰	10,000 ⁰⁰
20	Solid Sod	1,500	SY	7 ⁰⁰	10,500 ⁰⁰
21	Crushed Stone	100	Tons	65 ⁰⁰	6500 ⁰⁰
22	Asphalt Pavement Repair	20	Tons	300 ⁰⁰	6000 ⁰⁰
23	Select Bedding	300	CY	60 ⁰⁰	18,000 ⁰⁰
24	Select Backfill	600	CY	25 ⁰⁰	15,000 ⁰⁰
25	Remove and Replace Existing Motorized Control Valve & Install Pressure Reducing/Pressure Sustaining Valve, Valves, Vault, Controls & Electrical (Liberty Road)	1	LS	96,000 ⁰⁰	96,000 ⁰⁰
26	One-Way Altitude Control Valve, Valves, Vault, Controls & Electrical (Highland Bluff Elevated Tank)	1	LS	127,000 ⁰⁰	127,000 ⁰⁰
27	Contingency Allowance	1	LS	\$ 50,000.00	\$ 50,000.00
Subtotal Base Bid - Flowood Drive Water Main					1,942,784⁰⁰

ALTERNATE BID - HWY 475 WATER MAIN

1 Mobilization/Demobilization	1	LS	30,000 ⁰⁰	30,000 ⁰⁰
2 Maintenance of Traffic	1	LS	9,000 ⁰⁰	9,000 ⁰⁰
3 Clearing & Grubbing	1	LS	6,000 ⁰⁰	6,000 ⁰⁰
4 Erosion & Sedimentation Control	1	LS	11,000 ⁰⁰	11,000 ⁰⁰
5 Potholes (All Depths)	10	EA	1,500 ⁰⁰	15,000 ⁰⁰
6 12" Water Main (All Cuts)	820	LF	72 ⁰⁰	59,040 ⁰⁰
10" Water Main Installed in Existing 16" Steel Casing				
7 (Remove Existing 8" Water Main)	105	LF	142 ⁰⁰	14,910 ⁰⁰
12" Fusible C-900 PVC Water Main, Directional Bore,				
8 Unencased	1,600	LF	190 ⁰⁰	304,000 ⁰⁰
9 8" Water Main (All Cuts)	50	LF	60 ⁰⁰	3,000 ⁰⁰
10 12" Gate Valve & Box	6	EA	2,750 ⁰⁰	16,500 ⁰⁰
11 8" Gate Valve & Box	1	EA	1,500 ⁰⁰	1,500 ⁰⁰
12 8" Hot Tap with Valve	1	EA	7,000 ⁰⁰	7,000 ⁰⁰
13 Fire Hydrant Assembly	6	EA	5,000 ⁰⁰	30,000 ⁰⁰
14 Ductile Iron Fittings	5,400	LBS	12 ⁰⁰	64,800 ⁰⁰
15 Seeding, Fertilizer, & Mulch	2	AC	2,000 ⁰⁰	4,000 ⁰⁰
16 Solid Sod	400	SY	7 ⁰⁰	2,800 ⁰⁰
17 Crushed Stone	50	Tons	65 ⁰⁰	3,250 ⁰⁰
18 Asphalt Pavement Repair	10	Tons	300 ⁰⁰	3,000 ⁰⁰
19 Select Bedding	150	CY	60 ⁰⁰	9,000 ⁰⁰
20 Select Backfill	450	CY	25 ⁰⁰	11,250 ⁰⁰
21 Contingency Allowance	1	LS	\$ 25,000.00	\$ 25,000.00
Subtotal Alternate Bid - Hwy 475 Water Main				630,050 ⁰⁰
Total Base Bid + Alternate Bid				2,572,834 ⁰⁰

Pipe Supplier

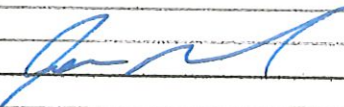
Consolidated Pipe

Valve & Fire Hydrant Supplier

Consolidated Pipe

Control Valves Supplier

Consolidated Pipe

RESPECTFULLY SUBMITTED BY:		Greenbriar Digging Service Limited Partnership By: Greenbriar Digging Service, Inc., General Partner	
		(PLEASE PRINT)	
SIGNATURE			
NAME AND TITLE	Jesse Neal, President		
		(PLEASE PRINT)	
ADDRESS	1681 Denton Trail NW Brookhaven, MS 39601		
PHONE NUMBER	(601) 833-0975		
CERTIFICATE OF RESPONSIBILITY NO.	04621-MNC		(SEAL)
			IF BY CORPORATION

EXPERIENCE

The BIDDER shall list five (5) similar projects within the last five (5) years and provide project name, owner, cost, schedule, duration, and project description.

Owners Name & Contact Info	Project Name	Project Description & similarities to Flowood Drive/Highway 475 Water Main	Costs (\$'s)	Duration (Months)
Double Ponds Water Assoc. P.O. Box 1107 Pattison, MS 39474	Distribution System Improve.	Installation of over 540,651 LF of 10", 8", 6", 4", & 3" PVC Pipe, Valves, Hydrants & Necessary Fittings	\$2,369,477	2+ Years * Numerous Change Orders Adding Work
Yazoo City Public Service Commission P.O. Box 660 Yazoo City, MS 39194	Contract II - Waterline Improve	Installation of 12" C900, Hydrants, Valves, & Directional Boring	\$317,796	3 months
Magnolia Rural Water Assoc. P.O. Box 248 Magnolia, MS 39652	Contract 2 - Water Distribution	Installation of 2", 3", 4", 6", & 8" PVC main, Various Bore, Valves, Fittings, Service Connections	\$1,134,537	12 months
City of Natchez P.O. Box 1325 Natchez, MS 39121	SRF/CDBG Water Improve- ments	Installation of New Water main, Pump Stations, Generators, Valves, etc.	\$1,721,968	16 months
Town of Monticello P.O. Box 822 Monticello, MS 39654	Contract 2 - Water main Replace	Install New 6" & 8" Water main, Valves, Hydrants, etc.	\$290,892	7 months

PARTNERSHIP CERTIFICATE

(To be executed if BIDDER is a Partnership)

STATE OF Mississippi

COUNTY OF Lincoln

On this 21st day of December, 2021, before me personally appeared Jessie Neal, 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:

Greenbriar Digging Service LP; That said firm consists of himself and Greenbriar Digging Service, Inc.; and that he executed the foregoing instrument for and on behalf of said firm for the uses and purposes stated herein.

Signature [Signature]
Title Jessie Neal
General Partner



(SEAL)
Sworn before me this 21st day of December, 2021.

Joan Culpepper, Notary Public
My commission expires May 27, 2024

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF Lincoln

I, Jessie Neal
(name of person signing affidavit)

individually, and in my capacity as General Partner
(title)

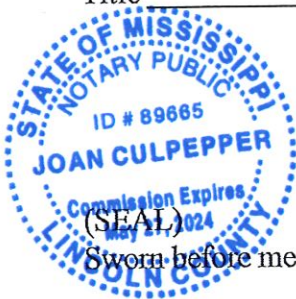
of Greenbriar Digging Service LP
(name of firm, partnership, limited liability company, or corporation.)
being duly sworn, on oath do depose and say as follows:

(a) That Greenbriar DSLP, Bidder on the **FLOWOOD DRIVE/HIGHWAY 475 WATER MAIN for CITY OF FLOWOOD, MS**, 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 Jessie Neal

Title General Partner



Sworn before me this 21st day of December, 2021.

Joan Culpepper, Notary Public
My commission expires May 27, 2024

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

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF Lincoln

I, Jessie Neal
(name of person signing affidavit)

individually, and in my capacity as General Partner
(title)

of Greenbrier Digging Service Limited Partnership
(name of firm, partnership, limited liability company, or corporation.)
being duly sworn, on oath do depose and say as follows:

(a) That Greenbrier DSLP, Bidder on the **FLOWOOD DRIVE/HIGHWAY 475 WATER MAIN for CITY OF FLOWOOD, MS**, 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 Jessie Neal
Title General Partner



Sworn before me this 21st day of December, 2021.

Joan Culpepper, Notary Public
My commission expires May 27, 2024

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

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Greenbriar Digging Service Limited Partnership
(Name of Contractor)

681 Denton Trail NW, Brookhaven, MS 39601
(Address of Contractor)

a Limited Partnership hereinafter called "Principal", and
(Corporation, Partnership, Limited Liability Company or
Individual)

Hartford Fire Insurance Company hereinafter called "Surety",
(Name of Surety)

are held and firmly bound unto the **CITY OF FLOWOOD, MS**, hereinafter called "**OWNER**" in the penal sum of **5% of Total Bid**, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. Signed, this the day of December 21, 2021. The Condition of the above obligation is such that whereas the Principal has submitted to the **CITY OF FLOWOOD, MS** a certain BID, attached hereto and hereby made a part thereof to enter into a contract in writing, for the construction of:

FLOWOOD DRIVE/HIGHWAY 475 WATER MAIN

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.

Greenbriar Digging Service Limited Partnership

By: Greenbriar Digging Service, Inc., General Partner (L.S.)

Principal

By:  _____
By: Jessie Neal, President

Hartford Fire Insurance Company

Surety

By:  _____
By: Peggy L. Jackson, Attorney-in-Fact

Resident MS Agent/Fisher Brown Bottrell Insurance, Inc.



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.

END OF SECTION

D-2

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: FISHER BROWN BOTTRELL INS INC
Agency Code: 43-239145

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Jim A. Armstrong, Brody Eric Buckley, Angela Bullie, Amanda Jean Charfauros, Trina Cobb, Jerry Eugene Horner Jr., Peggy L. Jackson, Stephen Wesley Price Jr., Jerry G. Veazey, Jr., Jason J. Young of JACKSON, Mississippi

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of 12/21/2021.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

RESOLUTION OF THE BOARD OF DIRECTORS OF
GREENBRIAR DIGGING SERVICE, INC.
TAKEN WITHOUT A MEETING

Pursuant to Section 79-4.8.21 of Mississippi Code of 1972, as amended, and Article III, Section 8 of the Bylaws of the corporation, the Board of Directors of Greenbriar Digging Service, Inc. (the "corporation") unanimously adopt the following corporate resolution and consent in all respects to the following action to be taken without a meeting.


WHEREAS, Jessie Neal serves as the sole director and president of the corporation, and this corporation serves as the general partner of Greenbriar Digging Service Limited Partnership (the "partnership"); and

WHEREAS, Jessie Neal is authorized to execute documentation on behalf of the corporation, and the corporation is authorized to take action on behalf of the partnership.

THEREFORE, BE IT RESOLVED THAT, Jessie Neal is authorized to take action on behalf of the corporation, including actions taken by the corporation as the general partner of the partnership, including any and all such documents that may be reasonably required in furtherance of the day-to-day business operating activities of the partnership, including, but not limited to, agreements, change orders, bonds, and similar documents.


As a guide to persons doing business the partnership, one legally proper way to execute documents on behalf of the partnership is as follows:

Greenbriar Digging Service Limited Partnership
By: Greenbriar Digging Service, Inc.


By: Jessie V. Neal, President

12/21/21
Date

The signature of the director to these minutes constitutes the waivers of notice pursuant to Section 79-4.8.23 of the Mississippi Code of 1972, as amended, and Section 5 of ARTICLE III of the corporation's bylaws, and the written action without meeting pursuant to Section 79-4.8.21 of the Mississippi Code of 1972, as amended, and Section 8 of ARTICLE III of the corporation's bylaws.


Jessie V. Neal, Sole Director