

SECTION 3: BIDDING FORMS

BID FORM

PLACE: Pearl, MISSISSIPPI

DATE: 10-31-19

CITY OF PEARL PARKS AND RECREATION: BASEBALL AND SOFTBALL FIELDS

Bid of Barnard & Sons Construction, L.L.C.

(hereinafter called "BIDDER") organized and existing under the laws of the State of MS

doing business as a L.L.C. (Limited Liability Co.).* (* Insert "a Corporation", "a Partnership" or "an Individual" as applicable.)

TO: ATTN: Kelly Scouten, City Clerk
 2420 Old Brandon Road
 Pearl, MS 39208..... (hereinafter called "OWNER".)

GENTLEMEN:

The BIDDER, in compliance with your Invitation for Bids, having examined the Plans and Specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, supplies and to construct the Project in accordance with the Contract Documents within the time set forth therein and at the Unit Prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this Proposal is a part.

The BIDDER further understands that the OWNER reserves the right to reject any or all Bids and waive informalities in the Bidding.

The BIDDER agrees that this Bid shall be valid and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving Bids.

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:

(NOTE: Final amount are to be shown in **both** words and **figures**. In case of discrepancy, the amount shown in **words** will govern.)

Unit Prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

All erasures, changes or alterations of any kind must be initialed by the Bidder.

I. BASE BID

ITEM #	DESCRIPTION	UNIT	Quantity	Unit Price	Total Cost
1	Mobilization	LS	1	46,200.00	46,200.00
2	Removal of Concrete Pavement	SY	1,086	14.35	15,584.10
3	Removal of Asphalt Pavement	SY	2,406	4.95	11,909.70
4	Sawcut Asphalt Pavement	LF	2,272	6.60	14,995.20
5	Removal of Gravel Parking Lot	SY	1,816	4.95	8,989.20
6	Removal of Concession Stand Building	EA	2	8,000.00	16,000.00
7	Removal of Dugout (Includes Structure, Bench, and Fence)	EA	16	550.00	8,800.00
8	Removal of Shade Structure	EA	3	2,200.00	6,600.00
9	Removal of Shed	EA	1	1,320.00	1,320.00
10	Removal of Score Keeper Box	EA	8	8.80	70.40
11	Removal of Metal Bleachers	EA	14	550.0	7,700.00
12	Removal of Wood Fencing, All Types & Sizes	LF	72	7.70	554.40
13	Removal of Chain Link Fencing	LF	7,870	1.13	8,893.10

14	Removal of Timber Edge	LF	425	5.50	2,337.50
15	Removal of Scoreboard	EA	4	550.00	2,200.00
16	Removal of Signs	EA	17	165.00	2,805.00
17	Removal of Outfield Advertising Signs	EA	7	220.00	1,540.00
18	Removal of Bollards	EA	12	165.00	1,980.00
19	Removal of Flag Pole	EA	1	440.00	440.00
20	Removal of Pole Gate	EA	1	550.00	550.00
21	Remove and Replace Grate Inlet With Cast in Place Concrete Inlet-East Jordan Iron Works V-5724-1 2'x2' Frame and Grate	EA	1	4,035.00	4,035.00
22	Remove and Replace Grate Inlet With Cast in Place Concrete Inlet-Contech 15" Grate	EA	1	3,978.00	3,978.00
23	Remove and Replace Grate Inlet Top With Cast in Place Solid Top	EA	1	1,815.00	1,815.00
24	Removal of Storm Piping, All Types & Sizes	LF	70	22.00	1,540.00
25	Removal of Sanitary Sewer Piping, All Types & Sizes	LF	65	22.00	1,430.00
26	Removal of Water Piping, All Types & Sizes	LF	497	31.00	15,407.00
27	Replace and Adjust Utility Boxes to Grade	EA	21	612.00	12,852.00
28	Removal of Backflow Preventor	EA	1	429.00	429.00

29	Relocate Fire Hydrant	EA	1	5,500.00	5,500.00
30	Clearing and Grubbing	AC	0.80	11,000.00	8,800.00
31	Stripping (6" Depth, PM)	CY	16,620	5.23	86,922.60
32	Unclassified Excavation (FM)	CY	7,200	8.23	59,256.00
33	Borrow Excavation (FM)	CY	8,500	20.80	176,800.00
34	Seeding	AC	4.80	1,100.00	5,280.00
35	Bermuda Solid Sod	SY	49,876	5.00	249,380.00
36	Temporary Construction Road	EA	2	2,750.00	5,500.00
37	Straw Wattle	LF	1,625	9.28	15,080.00
38	Temporary Silt Fence	LF	6,985	5.50	38,417.50
39	18" Thick Rock Rip-Rap (200 LB)	TN	37	144.00	5,328.00
40	Modified Type "1" Comb. Curb and Gutter	LF	1,070	18.43	19,720.00
41	2" Surface Course SC-1, Type 8	TN	1,216	102.30	124,397.00
42	4" Surface Course SC-1, Type 8	TN	4,198	102.30	429,455.00
43	3" Base Course BB-1, Type 6	TN	540	95.70	51,678.00
44	4" Base Course BB-1, Type 6	TN	1,082	95.70	103,547.00
45	4" PCC sidewalk/plaza with welded wire mesh	SY	10,518	40.95	430,712.00

46	Hydrated Lime, 6% by Dry Unit Soil Wt.	TN	130	221.00	28,730.00
47	12" Soil-Lime-Water Mixing, Class C	SY	3,270	6.60	21,582.00
48	4" White Painted Stripe	LF	13,241	2.00	26,482.00
49	4" Blue Painted Stripe	LF	1,749	2.00	3,498.00
50	Legend White 24" Stop Bar	LF	30	10.00	300.00
51	Legend White	SF	112	2.00	224.00
52	Wheel Stop	EA	18	12.00	216.00
53	Handicap Sign	EA	16	175.00	2,800.00
54	Electrical (per plans)	LS	1	1,694,000.00	1,694,000.00
55	Fencing-5' Black Vinyl Coated, 8-gauge	LF	8,711	16.39	142,773.00
56	Fencing-8' Black Vinyl Coated, 8-gauge	LF	1,849	31.35	57,966.00
57	Synthetic Turf Infield-Fields 1-4 (11,339 sf)	EA	4	65,428.25	261,931.00
58	Synthetic Turf Infield-Field 5 (12,437 sf)	EA	1	71,830.00	71,830.00
59	Synthetic Turf Infield-Field 6 (16,987 sf)	EA	1	98,100.00	98,100.00
60	3" Compacted Stabilized Infield Mix	TN	930	215.00	199,950.00
61	#57 Crushed Limestone	CY	341	71.50	24,381.50
62	Type V Geotextile Fabric for drainage	SY	2,805	2.48	6,956.40

63	Course Sand	CY	22	35.00	770.00
64	SS-3 Grate Inlet, All Depths	EA	2	2,184.00	4,368.00
65	8" Inline Drain, 12" Solid Top (noted as cleanout on plans-softball and baseball)	EA	33	692.00	22,836.00
66	12" PVC Drain Basin, 12" Solid Top	EA	17	1,108.00	18,836.00
67	15" PVC Drain Basin, 15" Grate	EA	9	1,357.00	12,213.00
68	18" PVC Drain Basin, 15" Grate	EA	2	1,635.00	3,270.00
69	24" PVC Drain Basin, 15" Grate	EA	4	1,961.00	7,844.00
70	24" PVC Drain Basin, 24" Grate	EA	16	1,733.00	27,728.00
71	Cast in Place Concrete Inlet, Contech 15" Grate	EA	1	3,318.00	3,318.00
72	15" RCP Flared End Section	EA	1	680.00	680.00
73	18" RCP Flared End Section	EA	1	735.00	735.00
74	24" RCP Flared End Section	EA	2	850.00	1,700.00
75	8" Perforated HDPE	LF	4,088	11.70	5,089.50
76	8" A2000 PVC	LF	435	21.40	9,309.00
77	12" A2000 PVC	LF	543	25.86	14,041.98
78	15" A2000 PVC	LF	540	35.90	19,386.00

79	18" A2000 PVC	LF	499	43.64	21,776.36
80	24" A2000 PVC	LF	861	60.33	51,944.13
81	2" SCH. 40 PVC Irrigation Sleeving	LF	12	10.00	120.00
82	4" SCH. 40 PVC Irrigation Sleeving	LF	12	10.00	120.00
83	3/4" SDR 13.5 PVC Water Line	LF	250	16.50	4,125.00
84	2" SDR 13.5 PVC Water Line	LF	60	19.80	1,188.00
85	2.5" SDR 13.5 PVC Water Line	LF	300	31.90	9,570.00
86	3" SDR 13.5 PVC Water Line	LF	680	44.00	29,920.00
87	4" C900 PVC Water Line	LF	347	50.00	17,350.00
88	6" C900 PVC Water Line	LF	48	71.50	3,432.00
89	8" C900 PVC Water Line	LF	25	220.00	5,500.00
90	Ground Hydrant	EA	6	1,100.00	6,600.00
91	4" Double Check Valve Assembly in Enclosure	EA	1	15,950.00	15,950.00
92	Connection to Existing Manhole	EA	1	1,540.00	1,540.00
93	6" SDR26 PVC Sanitary Sewer	LF	303	47.00	14,241.00
94	6" SS Cleanout	EA	1	550.00	550.00
95	Sanitary Sewer Manhole, 4' Dia.	EA	1	6,160.00	6,160.00

96	Irrigation Controller to serve Fields 1-6	LS	1	980.00	980.00
97	Irrigation Controller to serve Fields 7 & 8	LS	1	605.00	605.00
98	Softball Concession Stand Building	LS	1	503,000.00	503,000.00
99	Baseball Concession Stand Building	LS	1	796,300.00	796,300.00
100	Dugout Structure	EA	22	23,500.00	517,000.00
101	Shade Structure	EA	35	14,400.00	504,000.00
102	Brick Backstop Wall	EA	11	40,980.00	450,780.00
103	Brick Seat/Planter Wall	EA	3	18,800.00	56,400.00
TOTAL (BASE BID) 7,835,280.17					

II. ALTERNATES

ITEM #	DESCRIPTION	UNIT	Quantity	Unit Price	Total Cost
1.	Asphalt Removal and Replacement per C7.0S Paving Plan	LS	1	(+/-) +76,700.00	(+/-) + 76,700.00
2.	Hydroseed in lieu of solid sod at baseball fields	SY	42,086	(+/-) -0.826	(+/-) -34,782.00
3.	Musco lighting substitution (provide submittal package with bid)	LS	1	(+/-) - 367,500.00	(+/-) - 367,500.00
4.	Rainbird or approved equal irrigation system at softball fields	LS	1	(+/-) + 13,827.00	(+/-) + 13,827.00

5.	Rainbird or approved equal irrigation system at baseball fields similar to existing layout- abandon ex. system in place.	LS	1	(+/-) + 31,042.00	(+/-) + 31,042.00
6.	Removal of Concrete Pavement performed by City of Pearl (Pay Item 2)	SY	1,086	(+/-) -13.50	(+/-) - 14,661.00
7.	Removal of Asphalt Pavement performed by City of Pearl (Pay Item 3)	SY	2,406	(+/-) - 4.50	(+/-) - 10,827.00
8.	Removal of Gravel Parking Lot performed by City of Pearl (Pay Item 5)	SY	1,816	(+/-) - 4.50	(+/-) - 8,172.00
9.	Removal of Dugout (Includes Structure, Bench, and Fence) performed by City of Pearl (Pay Item 7)	EA	16	(+/-) -500.00	(+/-) -8,000.00
10.	Removal of Shade Structure performed by City of Pearl (Pay Item 8)	EA	3	(+/-) -2,000.00	(+/-) - 6,000.00
11.	Removal of Shed performed by City of Pearl (Pay item 9)	EA	1	(+/-) -1,200.00	(+/-) -1,200.00
12.	Removal of Score Keeper Box performed by City of Pearl (Pay Item 10)	EA	8	(+/-) -800.00	(+/-) -6,400.00
13.	Removal of Metal Bleachers performed by City of Pearl (Pay Item 11)	EA	14	(+/-) -500.00	(+/-) -7,000.00
14.	Removal of Wood Fencing, All Types and Sizes performed by City of Pearl (Pay Item 12)	LF	72	(+/-) -7.00	(+/-) -504.00
15.	Removal of Chain Link Fencing performed by City of Pearl (Pay Item 13)	LF	7,870	(+/-) -1.02	(+/-) -8,027.40
16.	Removal of Signs performed by City of	EA	17	(+/-) -150.00	(+/-) -2,550.00

	Pearl (Pay Item 16)				
17.	Removal of Outfield Advertising Signs performed by City of Pearl (Pay Item 17)	EA	7	(+/-) -200.00	(+/-) -1,400.00
18.	HP storm pipe in lieu of A2000 pvc-8"	LF	435	(+/-) -.016	(+/-) -69.60
19.	HP storm pipe in lieu of A2000 pvc-12"	LF	543	(+/-) -.040	(+/-) -217.20
20.	HP storm pipe in lieu of A2000 pvc-15"	LF	540	(+/-) -0.88	(+/-) -475.20
21.	HP storm pipe in lieu of A2000 pvc-18"	LF	499	(+/-) -2.67	(+/-) -1,332.33
22.	HP storm pipe in lieu of A2000 pvc-24"	LF	861	(+/-) -5.42	(+/-) -4,666.62

III. BID SUMMARY

TOTAL BID 7,473,064.82

TOTAL BID IN WORDS: seven million four hundred seventy three thousand

Sixty four dollars and 82/100 Dollars

IV. UNIT PRICING

1. Provide Labor, Equipment and Supervision to excavate, remove and dispose of additional unsuitable soils if encountered, per cubic yard, (FM) (\$ 12.50 /CY)
2. Provide Labor, Equipment and Supervision to clean and seal asphalt cracks 1/2" and larger with hot rubberized type joint sealant if necessary prior to asphalt overlay, per linear foot, (\$ 1.50 /LF)
3. Provide Labor, Equipment and Supervision to perform asphalt pavement base repair if necessary prior to asphalt overlay, per square yard, (\$ 110.00 /SY)

NOTE: The Bidder must bid all Alternates and provide all requested unit pricing if any. The City of Pearl reserves the right to select any, all, or none of the Alternates; whatever may be to the advantage of the district. The Owner will award the Construction Contract to the lowest and best, responsive Bidder unless the City of Pearl elects to reject all bids.

Upon the receipt of written notice of acceptance of this Bid, the BIDDER will execute the formal Contract (attached) within ten (10) days and deliver the Surety Bonds and Certificates of Insurance as required by the General Conditions.

BIDDER hereby agrees to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the Project within **360** consecutive

calendar days thereafter as stipulated in the Specifications. BIDDER further agrees to pay as liquidated damages the sum of **Eight Hundred and 00/100 Dollars (\$800.00)** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 17 of the General Conditions.

The BID SECURITY attached in the sum of Five Percent 5%
_____ DOLLARS (5%)

is to become the property of the City of Pearl in the event the Contract and Contract Bonds are not executed within the time set forth as liquidated damages for the delay and additional expense to the City of Pearl.

BIDDER acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Date</u>
<u>1</u>	<u>10/14/19</u>
<u>2</u>	<u>10/17/19</u>
<u>3</u>	<u>10/25/19</u>
_____	_____

Respectfully submitted,

Barnard & Sons Construction, L.L.C.
(Contractor)

BY:



Paul H. Barnard Owner
Post Office Box 517 Mendenhall, MS 39114
(Business Address)

(SEAL - if Bid is by a Corporation)

Attachments:

BIDDER'S CORPORATE DECLARATION

(To be Filled in if BIDDER is a Corporation)

DATE: _____, 20__

Our Corporation is chartered under the laws of the State of _____ and the names, titles and business addresses of the executives are as follows:

President

Secretary

Address

Address

Treasurer

Address

BID BOND

ALL MEN BY THESE PRESENTS, that we, undersigned, _____
Barnard & Sons Construction, L.L.C. _____ as Principal, and _____
Arch Insurance Company _____ as Surety, are hereby held and firmly bound unto the
City of Pearl as OWNER, in the penal sum of Five Percent of Bid Amount
_____ Dollars, (\$ _____ 5% _____) for the
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors
and assigns.

Signed, this 31st day of October, 2019

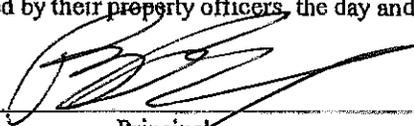
THE CONDITION OF this obligation is such that whereas the Principal has submitted to the OWNER a
certain BID, attached hereto and hereby made part hereof to enter into a contract in writing, for the _____
City of Pearl Parks and Recreation: Baseball and Softball Fields

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 in the
Form of Contract attached hereto (properly completed in accordance with said BID) and
shall furnish a BOND for his faithful performance of said contract, and for the payment
of all persons performing labor or furnishing materials in connection therewith, 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 force and 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

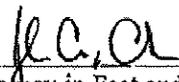
time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seal, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.



Principal (L.S.)
Barnard & Sons Construction, L.L.C.

Arch Insurance Company
Surety

By: 

Attorney-in-Fact and Mississippi Resident Agent

John A. Chalk
(Typed Name and Address)

Alliant Insurance Services, Inc.

1817 Crane Ridge Dr., Ste. 300

Jackson, MS 39216

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.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

John A Chalk

its true and lawful Attorney-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations.

Surety Bond Number: Bid Bond

Principal: Barnard & Sons Construction, L.L.C.

Obligee: City of Pearl

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 28th day of September, 2017.

Attested and Certified

Arch Insurance Company

Patrick K. Nails



David M. Finkelstein

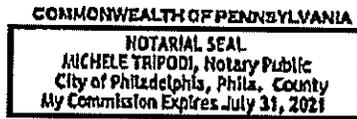
Patrick K. Nails, Secretary

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi

Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated September 28, 2017 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 31st day of October, 2019.

Patrick K. Nails

Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102

