



Grinder, Taber & Grinder, Inc.

1919 Lynnfield
Road
Memphis, TN
38119

Tax ID:
Certificate of Responsibility
Expiration date:
Classification:
Limit:

62-0792522
07101-MC
10/08/2024
Building Construction
Unlimited

March 5, 2024
3:00 P.M.

To: DESOTO COUNTY BOARD OF EDUCATION
5 EAST SOUTH STREET
HERNANDO, MISSISSIPPI 38632

ATTN: CORY USELTON

CONFIDENTIAL – BID ENCLOSED

**HORN LAKE ELEMENTARY SCHOOL
PAVING PROJECT
DESOTO COUNTY SCHOOLS
HORN LAKE, MISSISSIPPI**

PROJECT NO. 63421

SECTION 00 4100

BID PROPOSAL FORM

Project Identification: HORN LAKE ELEMENTARY SCHOOL
PAVING PROJECT
DESOTO COUNTY SCHOOLS
HORN LAKE, MISSISSIPPI

This Bid is Submitted to: DESOTO COUNTY BOARD OF EDUCATION
5 EAST SOUTH STREET
HERNANDO, MISSISSIPPI 38632
ATTN: CORY USELTON

This Bid is Submitted from (Contractor):

Grinder, Taber & Grinder, Inc.

1919 Lynnfield Rd

Memphis, TN 38119

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - (1) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - (2) Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions and accepts the determination set forth in the General Conditions.
 - (3) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

- (4) Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the General Conditions.
- (5) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (6) Bidder has given Architect/Engineer written notice to all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Engineer/Architect is acceptable to Bidder.
- (7) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

HORN LAKE ELEMENTARY SCHOOL PAVING PROJECT**UNIT PRICE SCHEDULE**

Item	Description	Quantity	Unit	Unit Price	Amount
1	Mobilization	1	LS	\$24,217.12	\$24,217.12
2	Remove Concrete Pavement	50	SY	\$10.40	\$519.75
3	Remove Asphalt Pavement	140	SY	\$10.40	\$1,455.30
4	Remove Asphalt Curb	800	LF	\$3.47	\$2,772.00
5	Remove Chain Link Fence	120	LF	\$2.89	\$346.50
6	Remove Gate	2	EA	\$86.63	\$173.25
7	Mill Asphalt Pavement (1.5" Depth)	4,400	SY	\$3.30	\$14,534.52
8	Undercut Excavation	600	CY	\$20.79	\$12,474.00
9	Granular Base for Undercut Backfill and Full Depth Repair	1,200	TON	\$69.30	\$83,160.00
10	Asphalt Base	40	TON	\$223.49	\$8,939.70
11	1.5" Asphalt Surface Course	4,600	SY	\$13.51	\$62,162.10
12	Crack Sealant	400	LF	\$1.73	\$693.00
13	Crack Repair	200	LF	\$10.40	\$2,079.00
14	Vertical Curb	740	LF	\$46.20	\$34,188.00
15	Concrete Sidewalk	20	SY	\$187.11	\$3,742.20
16	30' Sliding Gate	1	EA	\$2,541.00	\$2,541.00
17	20' Sliding Gate	1	EA	\$2,310.00	\$2,310.00
18	6' Chain Link Fence	60	LF	\$34.65	\$2,079.00
19	Pavement Marking	1	LS	\$2,772.00	\$2,772.00
20	Handicap Ramp	10	SY	\$187.11	\$1,871.10
21	Handicap Signage and Post	2	EA	\$231.00	\$462.00
22	Wheel Stops	2	EA	\$144.38	\$288.75
TOTAL BASE BID				\$263,780.29	

TOTAL OF UNIT PRICE ITEMS NO. 1 THRU 22 (BASE BID) INCLUSIVE IN WORDS:

Two Hundred Sixty-three Thousand Seven Hundred EightyDOLLARS AND 29/100 CENTS(\$ 263,780.29).**CONTINGENCY ALLOWANCE**

1	Contingency Allowance for use according to Owner's Instructions	\$10,000
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5. Receipt of the following Addenda is hereby acknowledged: #1 02.22.2024
(Insert number of all addenda received; if no addenda received, insert "None".)

6. If awarded this Contract, I, (We), the Bidder, agree to execute a Contract and start Work on a date set to start in a Notice to Proceed which will be issued on or about MARCH 30, 2024. Substantial Completion shall be achieved on or before JULY 15, 2024. Final Completion shall be achieved on or before AUGUST 2, 2024, subject to the terms and conditions of the Contract.

Bidder accepts the provisions of the "General Conditions of the Contract for Construction" as to liquidated damages in the event of failure to complete the Work on time. **Liquidated damages are set at \$1,000.00 per calendar day beyond substantial completion and final completion.**

7. The following documents are attached to and made a condition of this Bid:

(8) Required Bid Security in the form of 5% Bid Bond or Bank Check in the amount of 5% of the Bid.

8. Communications concerning this Bid shall be addressed to: **Justin Grinder, Managing Principal**

The address of Bidder indicated below.

The following address:

Grinder, Taber & Grinder, Inc.

1919 Lynnfield Rd

Memphis, TN 38119

9. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

Submitted on **March 5**, 20**24**.

If Bidder is:

An Individual:

N/A _____ (Individual's Name)

(Individual's Signature) (SEAL)

doing business as:

Business address:

Phone No.: _____

A Partnership:

N/A _____ (SEAL)
(Firm Name)

By: _____
(Signature of General Partner)

Business address _____

Phone No.: _____

A Corporation:

Grinder, Taber & Grinder, Inc. _____ (Corporation Name)

By: _____ Title: **Managing Principal**
(Signature of person authorized to sign) (Corporate Seal)

Attest: _____ (Secretary)

Tennessee _____
(State of Incorporation)

Business address: **1919 Lynnfield Rd Memphis, TN 38119** _____

Phone No.: **901-767-2400** _____

A Joint Venture:

N/A _____ (SEAL)
(Joint Venture)

By: _____
(Signature of Joint Venturer) _____ (Address)

By: _____
(Signature of Joint Venturer) _____ (Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

END OF SECTION

Document A310TM – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 87063-LIB-24-021

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Grinder, Taber and Grinder, Inc.

1919 Lynnfield Road
Memphis, TN 38119

OWNER:

(Name, legal status and address)

Desoto County School District
5 East South Street
Hernando, MS 38632

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
State of Inc: Massachusetts

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Horn Lake Elementary School Paving Project

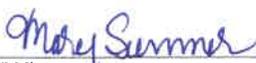
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

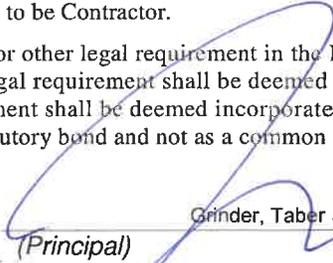
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of March, 2024


(Witness) Kristi Slipner


(Witness) Mary Sumner


Grinder, Taber and Grinder, Inc. (Seal)
(Principal)

(Title) Justin Grinder, Managing Principal
Liberty Mutual Insurance Company

(Surety)  (Seal)
(Title) Jennifer Helfrich, Attorney-in-Fact



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.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204866

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jennifer Helfrich

all of the city of Memphis, state of Tennessee each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company



By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature of Teresa Pastella]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of March, 2024



By: [Signature of Renee C. Llewellyn]

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE
GRINDER, TABER AND GRINDER, INC
1919 LYNNFIELD RD
MEMPHIS, TN 38119

is duly registered and entitled to perform

BUILDING CONSTRUCTION

We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 8 day of Oct., 2023



CERTIFICATE OF RESPONSIBILITY

No. 07101-MC

Expires Oct. 8, 2024

Joel Q. Canell,

CHAIRMAN OF THE BOARD