

## 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):

Fifer & Associates, Inc.

1441 S. Perkins Rd., Memphis, TN 38117

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	16,000.00	16,000.00
2	Remove Concrete Pavement	50	SY	120.00	6,000.00
3	Remove Asphalt Pavement	140	SY	20.00	2,800.00
4	Remove Asphalt Curb	800	LF	14.00	11,200.00
5	Remove Chain Link Fence	120	LF	12.00	1,440.00
6	Remove Gate	2	EA	1,200.00	2,400.00
7	Mill Asphalt Pavement (1.5" Depth)	4,400	SY	9.50	41,800.00
8	Undercut Excavation	600	CY	31.25	18,750.00
9	Granular Base for Undercut Backfill and Full Depth Repair	1,200	TON	75.00	90,000.00
10	Asphalt Base	40	TON	72.00	2,880.00
11	1.5" Asphalt Surface Course	4,600	SY	27.50	126,500.00
12	Crack Sealant	400	LF	24.00	9,600.00
13	Crack Repair	200	LF	24.00	4,800.00
14	Vertical Curb	740	LF	65.00	48,100.00
15	Concrete Sidewalk	20	SY	30.00	600.00
16	30' Sliding Gate	1	EA	12,500.00	12,500.00
17	20' Sliding Gate	1	EA	12,500.00	12,500.00
18	6' Chain Link Fence	60	LF	75.00	4,500.00
19	Pavement Marking	1	LS	4,500.00	4,500.00
20	Handicap Ramp	10	SY	120.00	1,200.00
21	Handicap Signage and Post	2	EA	300.00	600.00
22	Wheel Stops	2	EA	115.00	230.00
<b>TOTAL BASE BID</b>				<b>\$418,900.00</b>	

TOTAL OF UNIT PRICE ITEMS NO. 1 THRU 22 (BASE BID) INCLUSIVE IN WORDS: **Four Hundred Eighteen Thousand Nine Hundred**

DOLLARS AND Zero CENTS(**\$418,900.00**).

**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(ONE) 2-22-24 (Insert number of all addenda received; if no addenda received, insert "None".)

"Revised 2-22-24"  
Addendum No. 1

BID FORM

00 4100-3

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:

The address of Bidder indicated below.

The following address:

1441 S. Perkins Rd., Memphis, TN 38117

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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

\_\_\_\_\_  
(Firm Name) (SEAL)

By: \_\_\_\_\_  
(Signature of General Partner)

Business address \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

A Corporation:

Fifer & Associates, Inc.  
 (Corporation Name)

By: [Signature] Title: President/CEO  
 (Signature of person authorized to sign) (Corporate Seal)



Attest: [Signature] (Secretary)

Tennessee  
 (State of Incorporation)

Business address: 1441 S. Perkins Rd., Memphis, TN 38117

Phone No.: 901-800-2003

A Joint Venture:

\_\_\_\_\_  
 (Joint Venture) (SEAL)

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.)

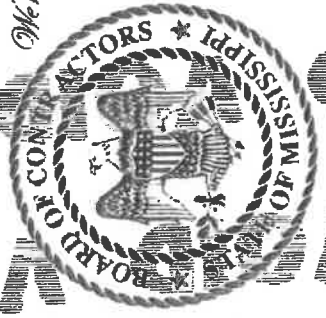
END OF SECTION

# State of Mississippi

## BOARD OF CONTRACTORS

ACTIVE  
FIRER & ASSOCIATES, INC.  
1441 S PERKINS RD  
MEMPHIS, TN 38117

is duly registered and entitled to perform  
BUILDING CONSTRUCTION



*We have herewith set out here and caused the Seal of the Mississippi Board of Contractors to be affixed this 13 day of Apr., 2023.*

CERTIFICATE OF RESPONSIBILITY

No. 24788-MC

Expires Apr. 18, 2024

*Joel A. Canell*

CHAIRMAN OF THE BOARD

## BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,

Fifer & Associates, Inc.

as Principal, (hereinafter called the "Principal"), and Westfield Insurance Company

One Park Circle, PO Box 5001, Westfield Center, Ohio 44251-5001, a corporation duly organized under the laws of the State of Ohio, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto

Desoto County Schools, 5 East South Street, Hernando, MS 38632

as Obligee, (hereinafter called the "Obligee"), in the sum of Five percent of the attached bid amount

Dollars (\$ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Horn Lake Elementary School Paving Project

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference, not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, and the bond to remain in full force and effect.

Signed and sealed this 5th day of March A.D., 2024

Candetta Sander  
Witness

Fifer & Associates, Inc.

Principal

(SEAL)

Mary E. Wade  
Witness

Westfield Insurance Company

Surety

By

Michael R. Henry

(SEAL)

, Attorney-in-Fact

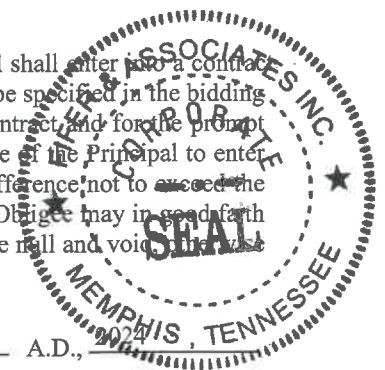
Printed in cooperation with the American Institute of Architects (AIA) by Westfield Insurance Company

Westfield Insurance Company

vouches that the language in the document conforms exactly to the language

used in AIA Document A-310, February 1970 Edition.

BID70000ZZ0701f





THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 05/30/23, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4112402 11

General  
Power  
of Attorney

Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
MICHAEL R. HENRY, MARY E. WADE, KAYLA HARKNESS, JOINTLY OR SEVERALLY

of MEMPHIS and State of TN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*The Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."


"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 30th day of MAY A.D., 2023.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:   
Gary W. Stumper, National Surety Leader and  
Senior Executive

State of Ohio  
County of Medina ss.:

On this 30th day of MAY A.D., 2023, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed





State of Ohio  
County of Medina ss.:

David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 5th day of March A.D., 2024



  
Frank A. Carrino, Secretary



Fifer & Associates, Inc.

1441 S. Perkins Rd  
Memphis, TN 38117

License No: 46462

Expiration Date: 11/30/2024

Limit: Unlimited

Class: BC-A; BC-B; LMC

To: Superintendent's Office at  
Desoto County School District  
5 East South Street  
Hernando, MS 38632

Mississippi Certificate of  
Responsibility Number:  
24788-MC Exp. 4-13-24

Project:  
Horn Lake Elementary School  
Paving Project

Bid Date: 3-5-2024  
Bid Time: 3:00 PM