

**B Four Plied, Inc.**

**3980 Winchester Rd.**

**Memphis, TN 38118**

**COR# 12189-SC**

**COR# EXP. Date- 10/4/21**

**Bid Date: 9/15/20 @ 2:00 p.m.**

**Horn Lake City Hall Re-Roof**

**Electrical- TRI-STATE ARMATURE & ELECTRICAL WORKS, INC.**

**COR# 01375-MC**

**COR# EXP. Date: 1/14/2021**

**Plumbing- N/A**

**HVAC- N/A**

**Tennessee Code 12-4-802. Allowance of bidding preferences — Reciprocity. —**

Whenever the lowest responsible and responsive bidder on a public construction project in this state is a resident of another state which is contiguous to Tennessee and which allows a preference to a resident contractor of that state, a like reciprocal preference is allowed to the lowest responsible and responsive bidder on such project who is either a resident of this state or is a resident of another state which does not allow for a preference to a resident contractor of that state.

[Acts 1990, ch. 1062, § 3.]



# State of Mississippi

## BOARD OF CONTRACTORS

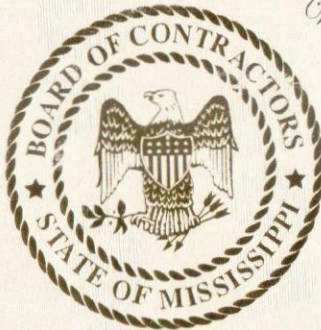
**ACTIVE**

B FOUR PLIED, INC  
3980 WINCHESTER ROAD  
MEMPHIS, TN 38118

is duly registered and entitled to perform

ROOFING, SHEETMETAL, & SIDING

*We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 4 day of Oct., 2020*



**CERTIFICATE OF RESPONSIBILITY**

**No. 12189-SC**

Expires Oct. 4, 2021

*Joel A. Canell*

CHAIRMAN OF THE BOARD



**SECTION 00 41 00  
CONSTRUCTION BID FORM**

Project Identification: **HORN LAKE CITY HALL RE-ROOF**

This Bid is Submitted to: CITY OF HORN LAKE  
3101 GOODMAN RD.  
HORN LAKE, MISSISSIPPI, 38637  
ATTN: MAYOR ALLEN LATIMER

This Bid is Submitted from (Contractor):

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 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.
- (8) Bidders understand that the contract may be awarded to the low bidder based on the lump sum base bid solely and/or any combination of the alternates.

4. LUMP SUM BASE BID: The completed and related work, as indicated on the contract drawings and/or described in the Specifications for the following LUMP SUM price.

Two Hundred Ninety One Thousand, Nine Hundred Seventy Three. DOLLARS

AND Zero CENTS (\$ 291,973.00 ).

5. STEEL DECK REPAIR (PROVIDE COST ALLOWANCE FOR 1,000 SF OF REPAIR)

Nine Thousand. DOLLARS

AND Zero CENTS (\$ 9,000.00 ).

LIST COST PER SQUARE FOOT IF PROJECT REQUIRES STEEL DECK REPAIRS IN EXCESS OF 1,000 SF.

Nine Dollars \$/SF

6. WOOD NAILER REPLACEMENT (PROVIDE COST ALLOWANCE FOR 200 LINEAR FEET)

Seven Hundred. DOLLARS

AND Zero CENTS (\$ 700.00 ).

LIST COST PER LINEAR FOOT IF PROJECT REQUIRES WOOD NAILER REPLACEMENT IN EXCESS OF 200 LINEAR FEET.

Three Dollars and Fifty Cents \$/SF

8. LW CONCRETE REPAIR (PROVIDE COST ALLOWANCE FOR 1,000 SF OF REPAIR)

Eight Thousand. DOLLARS

AND Zero CENTS (\$ 8,000.00 ).

LIST COST PER SQUARE FOOT IF PROJECT REQUIRES LIGHTWEIGHT CONCRETE REPAIRS IN EXCESS OF 1,000 SF.

Eight Dollars. and Zero Cents \$/SF

9. ALLOWANCES: THE ABOVE LUMP SUM (Item 4) PRICE INCLUDES THE FOLLOWING ALLOWANCE.

ITEM	DESCRIPTION	AMOUNT
1.	Construction Contingency	\$20,000.00

10. Receipt of the following Addenda is hereby acknowledged: 1  
(Insert number of all addenda received; if no addenda received, insert "None").

11. Bidder agrees that the Work: will be substantially complete within **60** calendar days after the date when the Contract Time commences to run as provided in General Conditions, and completed and ready for final payment within **75** calendar days after the date when the Contract Time commences to run for the Base Bid. Due to the contract nature any rain days will be counted towards weather delays.

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 \$400.00 per calendar day.

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

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

13. Communications concerning this Bid shall be addressed to:

William Sealock, AIA  
UrbanARCH  
wsealock@uarch.com

14. 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 9/15, 2020.

If Bidder is:

An Individual

(Individual's Name)

N/A

(SEAL)

(Individual's Signature)

doing business as:

Business address:

Phone No.:

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A Partnership

N/A

(SEAL)

(Firm Name)

By:  
(Signature of General Partner)

Business address:

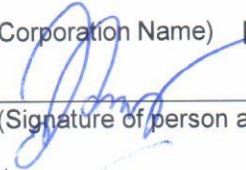
Phone No.:

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A Corporation

(Corporation Name) **B-Four Plied, Inc.**

By:  **Josh Boaz** Title: **Vice President**  
(Signature of person authorized to sign) (Corporate Seal)

Attest:   
(Secretary) **Ernest Shirley**

(State of incorporation) **Tennessee**

Business address: **3980 Winchester Rd., Memphis, TN 38118**

Phone No.: **901-366-1544**



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**



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# AIA® Document A310™ – 2010

## **Bid Bond**

### **CONTRACTOR:**

*(Name, legal status and address)*

B Four Plied, Inc.  
3980 Winchester Road  
Memphis, TN 38118

### **SURETY:**

*(Name, legal status and principal place of business)*

Ohio Casualty Insurance Company  
9450 Seward Road  
Fairfield, OH 45014

### **OWNER:**

*(Name, legal status and address)*

City of Horn Lake  
3101 Goodman Road  
Horn Lake, MS 38637

**BOND AMOUNT:** \$ Five Percent of the amount of the bid ———— (5%)

### **PROJECT:**

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

Horn Lake City Hall Re-Roof

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

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.

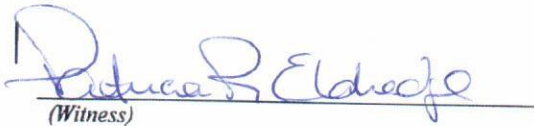
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement 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.

Init.

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User Notes:

(877099080)

Signed and sealed this 15th day of September, 2020

  
(Witness)

  
(Witness)

B Four Pled, Inc.  
(Principal)  (Seal)

(Title)  V.P.

Ohio Casualty Insurance Company

(Surety)  (Seal)

(Title) Candace R. Holland, MS Resident Agent  
Attorney-in-Fact

Init.





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: **8203259-016016**

## 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, Joe B. Evans, Jr.; Candace R. Holland; David A. McDonnell; Justin V. Menard; Annette Milner; Lanny H. Saunders; Patrick A. Siano, Jr.

all of the city of Cordova state of TN 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 6th day of March, 2020.



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

By:

David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 6th day of March, 2020 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  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By:

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, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the 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 15th day of September, 2020.



By:

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.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.