

SECTION 00 4100

BID PROPOSAL FORM

Project Identification: DESOTO COUNTY SCHOOL DISTRICT
HERNANDO HILLS ELEMENTARY SCHOOL CLASSROOM ADDITION
DESOTO COUNTY, 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):

Fife and 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.

4. HERNANDO HILLS ELEMENTARY SCHOOL CLASSROOM ADDITION

4A. LUMP SUM BASE BID SHALL INCLUDE THE FOLLOWING UNIT PRICE ALLOWANCES PERTAINING TO HERNANDO HILLS ELEMENTARY SCHOOL CLASSROOM ADDITION

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Undercut Excavation	1000	CY	\$ 15.00	\$ 15,000.00

TOTAL BID PRICE FOR UNIT PRICE ALLOWANCES INCLUSIVE IN WORDS:

Fifteen Thousand

DOLLARS AND Zero CENTS(\$ 15,000.00).

4B. LUMP SUM BASE BID PRICE SHALL INCLUDE THE FOLLOWING ALLOWANCES PERTAINING TO THE HERNANDO HILLS ELEMENTARY SCHOOL CLASSROOM ADDITION

1	Contingency Allowance for use according to Owner's Instructions	\$75,000
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4C. LUMP SUM BASE BID FOR THE HERNAND HILLS ELEMENTARY SCHOOL CLASSROOM ADDITION: The completed and related work, as indicated the contract drawings and/or described in the Specifications for the following LUMP SUM BASE BID. The LUMP SUM BASE BID shall include the Total Bid Price for the Unit Price Allowances and the amount listed for Allowances in paragraph 4A and 4B.

Two Million Six Hundred Eighty Two Thousand Nine Hundred

DOLLARS AND Zero CENTS(\$ 2,682,900.00).

5. SELECTED SUBCONTRACTORS LIST

DESCRIPTION	COMPANY NAME	BUSINESS ADDRESS
Masonry DIVISION 04	Metro Masonry 14647-SC	9499 Cordova Park Cordova, TN 38108
Plumbing DIVISION 22	Damon-Marcus Co. 10327	5871 Bartlett Stage Rd. Bartlett, TN 38134
Air Conditioning DIVISION 23	Damon-Marcus Co. 10327	5871 Bartlett Stage Rd. Bartlett, TN 38134
Electrical DIVISION 26	Altus Construction Solutions 25341-MC	131 S. Center St, Ste. 326 Collierville, TN 38027

9. Receipt of the following Addenda is hereby acknowledged: 2
(Insert number of all addenda received; if no addenda received, insert "None".)

10. 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 October 15, 2024. Substantial Completion shall be achieved on or before June 30th, 2025. Final Completion shall be achieved on or before July 30th, 2025, 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.**

11. 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.

12. Communications concerning this Bid shall be addressed to:

The address of Bidder indicated below.

The following address:

1441 S. Perkins Rd., Memphis, TN 38117

13. 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 Sept. 17, 2024.

A Corporation:

Fifer and Associates, Inc. _____ (Corporation
Name)

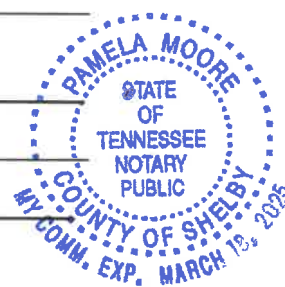
By: [Signature] Title: President/ CEO
(Signature of person authorized to sign) (Corporate Seal)

Attest: [Signature] _____ (Secretary)

Tennessee
(State of Incorporation)

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

Phone No.: 901-800-2003

A Joint Venture:

_____ (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

WESTFIELD INSURANCE COMPANY

Westfield Group® 1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Fifer & Associates, Inc.

1441 S. Perkins Rd.

Memphis, TN 38117

SURETY:

(Name, legal status and principal place of business)

WESTFIELD INSURANCE COMPANY

1 Park Circle, PO Box 5001

Westfield Center, OH 44251-5001

OWNER:

(Name, legal status and address)

Desoto County Board of Education

5 East South Street

Hernando, MS 38632

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

PROJECT:

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

Desoto Central Elementary School: 2411 Central Pkwy, Southaven, MS 38672

Adding 4 new classrooms to existing building

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 17th day of September, 2024.

Fifer & Associates, Inc.

(Principal)

(Seal)

By:

(Title)

WESTFIELD INSURANCE COMPANY

(Surety)

(Seal)

By:

Michael R. Henry, Attorney-In-Fact

(Title)

Kayla M. Harkness, CISR, CLCS

(Witness)

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BD5084 OFWWN (10/2010)

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.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 4112402 11

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

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 17th day of September A.D., 2024.




Frank A. Carrino, Secretary