



3 May 2019

T. Doug Dale, AIA

Jeffrey R. Barnes, AIA

Leigh G. Jaunsen, AIA, LEED AP

Russ S. Blount, AIA, LEED AP

Jason M. Agostinelli, AIA

In memory of
Michael A. Barranco, AIA
1962-2011

Trey Baxter, President
Madison County
125 West North Street
Canton, MS 39046

18068 Sulphur Springs Park Health Center, Pavilion, and Restrooms
Letter of Bid Recommendation

Dear Trey:

Please find enclosed the Certified Bid Tab Form for the above referenced project. We have reviewed the Bid Documents for compliance with all bid requirements, and wish to make the following recommendation:

Dale Partners Architects, P.A. recommends that the above referenced project be awarded to Benson Builders and Properties for the bid amount of \$1,975,000.

Should you have any questions with respect to our recommendation, please advise.

Sincerely,

A handwritten signature in blue ink that reads "Blount".

Russ Blount, AIA, LEED AP, Partner
Dale Partners Architects, P.A.

Enclosure

cc: Shelton Vance, Danny Lee

DALE PARTNERS ARCHITECTS, P.A.

Architecture • Interiors • Planning

One Jackson Place, Suite 250
188 East Capitol Street
Jackson, MS 39201-2100

P 601.352.5411 • f 601.352.5362

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DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

PART 1 - GENERAL

1.1 BID INFORMATION

Bidder: Benson Builders AND Properties, Inc.

Project Name: Sulphur Springs Park Health Center Pavilion and Restrooms

Project Location: Madison County, Mississippi.

Owner: Madison County, Mississippi

Architect: Dale Partners Architects, P.A.

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Dale Partners Architects and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

Base Bid:

One Million Nine Hundred Seventy Five Thousand Dollars
(\$ 1,975,000.00).

1.3 ALLOWANCES: (Included in the Base Bid)

- A. Allowance No. 1: Water Meters and Tap Fees - \$20,000.00 (Lump Sum Allowance).
- B. Allowance No. 2: Special Inspections and Testing - \$10,000.00 (Lump Sum Allowance).
- C. Allowance No. 3: Electrical Service - \$5,000.00 (Lump Sum Allowance).

1.4 ALTERNATES: NONE

1.5 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

5% of Above Bid Proposal. Dollars
(\$ _____).

B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.6 SUBCONTRACTORS AND SUPPLIERS

A. The following companies shall execute subcontracts for the portions of the Work indicated:

Plumbing Contractor (COR#): Acy Mechanical (03289-MC)
HVAC Contractor (COR#): Acy Mechanical (03289-MC)
Electrical Contractor (COR#): B+B Electrical (06767-MC)

1.7 TIME OF COMPLETION

A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed and shall fully completed with 300 Calendar Days.

1.8 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

Addendum No. 1 Addendum No. 2 Addendum No. 3 Addendum No. 4

1.9 BID SUPPLEMENTS

The Bid Bond Form is a part of this Bid Form and are attached hereto. The Bid Bond Form can be submitted as AIA Document A310 or the Insurance Company's Standard Form.

1.10 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Mississippi, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.11 SUBMISSION OF BID

I Certify that I am authorized to enter into a binding Contract if this Proposal is Accepted.

(Date) MAY 3, 2019
(Signature) Rick Benson Sec-Treas
(Name and Title) Rick Benson, Secretary-Treas.
(Name of Business) Benson Builders + Properties Inc.
(Address) 205 PARK COURT
(City/State/Zip Code) Ridgeland, MS. 39157
(Certificate of Responsibility Number) 09770-MC

END OF DOCUMENT 004113



**BID BOND
(Mississippi)**

KNOW ALL MEN BY THESE PRESENTS, that we Benson Builders and Properties, Inc, 205 Park Court, Ridgeland, MS 39157 as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 1330 Post Oak Blvd. Ste. 1100 Houston, TX 77056, as surety, hereinafter called the "Surety," are held and firmly bound unto Madison County, MS, 125 West North St, Canton, MS 39046 as Obligee, hereinafter called the Obligee, in the sum of five percent (5%) of the amount bid 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 Sulphur Springs Park Health Center, Pavilion and Restrooms, 929 Sulphur Springs Road, Canton, MS


NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, 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, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.


PROVIDED, FURTHER, unless the bid documents require that bid security remain in effect for a longer period of time, Surety shall have no liability hereon if a contract for the bid amount is not awarded to Principal within 60 days of the date hereof.

SIGNED and dated this 3rd day of May, 2019

Benson Builders and Properties, Inc
Principal

Signature 
Name Ricie Benson
Title Secretary Treasurer

SureTec Insurance Company

Signature 
Title John E. Marchetti, Attorney-in-Fact

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Sherrill A. Kelley, David Ray Robertson, Jessica Windham, John E. Marchetti, John G. Raines, Kelli Burnum, Rita G. Clark

its true and lawful Attorney-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 to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the CEO, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary 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:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or 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 binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and 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 signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its CEO, and its corporate seal to be hereto affixed this 6th day of February, A.D. 2019.

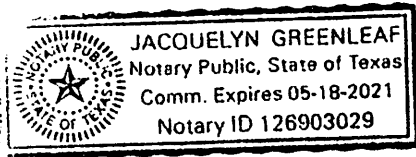
SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., CEO

State of Texas ss:
County of Harris



On this 6th day of February, A.D. 2019 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is CEO of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Jacquelyn Greenleaf, Notary Public
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 3rd day of May, 2019, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.



Construction cost 1,578,688 SF
 Project cost 1,697,304 SF

	Area/Factor	Cost/SF	Total Cost
Health Center Bldg	5,405 SF	\$ 150.00	\$ 810,750.00
Assembly Pavilion	2,376 SF	\$ 100.00	\$ 237,600.00
Restroom Pavilion	781 SF	\$ 250.00	\$ 195,250.00
Sitework	20%		\$ 248,720.00
Design contingency		5.0%	\$ 74,616.00
Special Inspections		0.75%	\$ 11,752.02
Const Cost Subtotal			\$ 1,578,688.02
Variable Rate AE Fee		6.776%	\$ 106,972.78
Survey		0.50%	\$ 7,893.44
Soil Borings		0.24%	\$ 3,750.00
By Owner Subtotal			\$ 118,616.22
Total			\$ 1,697,304.24
Const Total Round			\$ 1,579,000.00
AE Fees Round			\$ 107,000.00
Proj Total Round			\$ 1,698,000.00
SD		20.00%	\$ 21,400.00
DD		20.00%	\$ 21,400.00
CD		35.00%	\$ 37,450.00
BN		5.00%	\$ 5,350.00
CA		20.00%	\$ 21,400.00
		100.00%	\$ 107,000.00