

08 December 2021

Mr. Shelton Vance, County Administrator
P. O. Box 608
Canton, MS 39046

**Re: MADISON COUNTY ANNEX EXTERIOR REPAIRS
BIDS**

JH&H #19-140b

Mr. Vance:

Bids were opened for the Madison County Annex Exterior Repairs on 07 December 2021 at 10:00am; a complete bid tabulation is attached for your records.

The lowest and best bid was submitted by **England Enterprises, Inc.** in the amount of **\$165,000.00**. Their bid and bid bond appear to be in order, and the Mississippi State Board of Contractors confirms their Certificate of Responsibility, 09365-SC, is current.

We recommend the Madison County Board of Supervisors award the **Madison County Annex Exterior Repairs** to **England Enterprises Inc. in the amount of \$165,000.00**.

Please let me know if you have questions or need any additional information concerning this matter.

Sincerely,
JH&H ARCHITECTS | PLANNERS | INTERIORS PA



Paul J. Bagley, AIA
Principal Architect

Cc: File

BID TABULATION FORM

PROJECT NAME: MADISON COUNTY ANNEX EXTERIOR REPAIRS
JHH NO.: 19-140B
BID DATE/TIME: 07 DECEMBER 2021, 10:00am
LOCATION: MADISON COUNTY CHANCERY CLERK, 125 WEST NORTH STREET, CANTON, MISSISSIPPI
OWNER: MADISON COUNTY BOARD OF SUPERVISORS
ARCHITECT: JH&H ARCHITECTS/PLANNERS/INTERIORS, PA

BIDDER	CERTIFICATE OF RESPONSIBILITY	BID SECURITY	APPENDUM 01	BASE BID	Unit Price (\$/lf)	Unit Price (\$/lf)
					Additional 2x4 wood blocking	Additional 2x6 wood blocking
England Enterprises, Inc.	09365-MC	North American Specialty Insurance	X	\$165,000.00	\$10.00	\$10.00
BIG Construction				Unresponsive		
Harris Construction Services				Unresponsive		

I DO HEREBY CERTIFY THIS BID TAB TO BE TRUE AND CORRECT.



Paul J. Bagley, AIA
 Principal Architect

Licensed

ENGLAND ENTERPRISES, INC.

09365-MC

Address	8295 WILDWOOD ROAD VAUGHAN, MS 39179-9566
Phone	(662)673-1644
Fax	(662)673-1646
Expiration	10/08/2022
Minority	No
First Issue	04/14/1993

Class(es)

Classification	Qualifying Name
BUILDING CONSTRUCTION	DAVID ENGLAND

Officers (None)

England Enterprises, Inc.

General Contractors

8295 Wildwood Road, Vaughan, MS 39179-9566

662-673-1644, fax 662-673-1646

englandenterprisesinc@gmail.com

Certificate of Responsibility Number 09365-MC

Bid For:

Madison County Annex Exterior Repairs

171 Cobblestone Drive, Madison, MS 39110

Madison County Board of Supervisors

125 North West Street Canton, MS 39046

Bid Date/Time: December 7, 2021 – 10 am

Architect: JH&H Planners-Interiors P.A. #19140B

9:50 A.M.
FILED
MADISON COUNTY

DEC 07 2021

RONNY LOTT, CHANCERY CLERK
BY: Ken Seibler D.C.

**SECTION 00 4100
BID FORM**

THE PROJECT AND THE PARTIES

1.01 TO:

A. Madison County Board of Supervisors (Owner)

1.02 FOR:

A. Project: Madison County Annex Exterior Repairs

1.03 DATE: Dec. 7, 2021 (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

A. Bidder's Full Name England Enterprises, Inc.

Complete spelling of bidder's name and address - exact as recorded at the Secretary of State (<http://sos.state.ms.us/busserv/corp/soskb/csearch.asp>), which should be the same as you applied for at the Mississippi State Board of Contractors (<http://www.msboconline.com/Search2.CFM>) (see 2.07, 3.01, 5.01) Please look it up at SoS. SoS rules when the 2 are different.

1. Address 8295 Wildwood Road

2. City, State, Zip Vaughan, MS 39179-9566

1.05 OFFER

A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by JH&H Architects, Planners, Interiors PA for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

One hundred sixty five Thousand 00/100

_____ dollars

(\$ 165,000⁰⁰), in lawful money of the United States of America.

- B. We have included the required security deposit as required by the Instruction to Bidders.
- C. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.
- D. All applicable federal taxes are included and State of Mississippi taxes are included in the Bid Sum.
- E. All Cash and Contingency Allowances described in Section 01 2100 - Allowances are included in the Bid Sum.

1.06 ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.

- B. If this bid is accepted by Owner within the time period stated above, we will:
 - 1. Execute the Agreement within seven days of receipt of Notice of Award.
 - 2. Furnish the required bonds within seven days of receipt of Notice of Award.
 - 3. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

- A. If this Bid is accepted, we will:
- B. Complete the Work in 75 calendar days from Notice to Proceed.

1.08 UNIT PRICES


- A. The following unit prices will apply to authorized changes in quantities of items added or deducted from the Work. These unit prices shall remain fixed throughout the length of the contract from the date of the signatures of the contract between the Owner and the Contractor. During this period, the Owner shall have the option to execute change orders to the Contract for Construction for any or all of the items listed below in the quantities selected and at the unit prices so stated.
- B. If additional 2x4 wood blocking and/or framing is required beyond what is shown on the drawings.
 - 1. Add \$ \$10.00 (ten dollars) per lineal foot.
- C. If additional 2x6 wood blocking an/or framing is required beyond what is shown on the drawings.
 - 1. Add \$ \$10.00 (ten dollars) per lineal foot.

1.09 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
 - 1. Addendum # 1 Dated 12/1/2021.
 - 2. Addendum # _____ Dated _____.
 - 3. Addendum # _____ Dated _____.
 - 4. Addendum # _____ Dated _____.

1.10 BID FORM SIGNATURE(S)

- A. I certify that I am authorized to enter into a binding contract, if this Proposal is accepted.



- B. (Authorized signing officer, Title) **Leana England, Treasurer**
England Enterprises, Inc.

1.11 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

1.12 RESIDENT BIDDER

The Bidder is a: XX Resident
 Non-resident

OF THE STATE OF MISSISSIPPI.

Telephone No.: 662-673-1644

Fax No.: 662-673-1646

Email: englandenterprisesinc@gmail.com

END OF SECTION

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

England Enterprises, Inc.
8295 Wildwood Road
Vaughan, MS 39179-9566

SURETY:

(Name, legal status and principal place of business)

North American Specialty Insurance Company
1200 Main Street, Suite 800
Kansas City, MO 64105

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.

OWNER:

(Name, legal status and address)

Madison County Board of Supervisors
125 West North Street
Canton, MS 39046

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

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

Madison County Annex Exterior Repairs

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 7th day of December, 2021

(Witness)

(Witness) Wes Price

England Enterprises, Inc.

(Principal)

(Seal)

By:

(Title)

North American Specialty Insurance Company

(Surety)

(Seal)

By:

(Title) Tina Cobb

Attorney-in-Fact

Resident Mississippi Agent/Fisher Brown Bottrell Insurance, Inc.

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint: Trina Cobb

Principal: England Enterprises, Inc. Bond Number: Bid Bond
Obligee: Madison County Board of Supervisors Bond Amount: See Bond Form
Bond Description: Madison County Annex Exterior Repairs

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature] Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of February, 2019.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 1st day of February, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 7th day of December, 2021.

[Signature] Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company