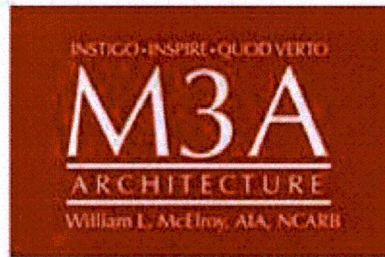


December 9, 2013

Mr. Gerald Steen
President, Madison County Board of Supervisors
Madison County, Mississippi



M3A Youtube
Channel Scan
QR Code With
Mobile Device

RE: A Selective Interior Demolition and Renovation for:
Madison County Circuit Courthouse
Canton, Mississippi

Mr. Steen,

As you are aware, we received bids for the above referenced project on December 3, 2013. We had a total of two (2) bids submitted, which were opened and read aloud after the bid process was closed. The lowest and best base bid price was submitted by Tyler Construction Group from Philadelphia, Mississippi. Their base bid price submitted was Eight Hundred Thousand Dollars and Zero Cents (\$800,000.00). Their price was Thirty Eight Thousand Dollars (\$38,000.00) below the other bid received. In the following paragraphs you will find our bid analysis, breakdown and recommendation for the project.

While we only received a total of two bids, we feel that the bids we did receive were competitive, and that any other bids received would have been priced at around the same cost as the two we did receive. Looking at the sub contractor pricing provided from both bidders, there is not much difference in the cost that each contractor received for scopes of work outside of their typical scope of work. This would put the difference in cost into their own scope of work, and would lead us to believe that any additional bids that may have been submitted would be approximate to the two received.

Based upon the scope of work, and the project constraints we believe that this bid is fair and expected for the project. Our initial cost estimate for the project, back in the year 2010, was for approximately \$500,000.00 for the project. After we began the design process, and investigated the existing building systems and issues with the project, we revised our cost estimate in May 2013 to approximately \$670,000.00. Some of the issues that made the estimate grow were the expansion of the smoke evacuation system for the new sally port area, and the additional site work we added to help control the movement and settlement of the building itself. Based off the bid received we are \$130,000.00 above our last estimated cost.

Our recommendation for the project is that we accept the low bid submitted by Tyler Construction. We have the option to negotiate with Tyler construction to attempt to bring the cost of the work back in line with our last estimated cost. Based off Mississippi Procurement Laws we have the option to negotiate with Tyler Construction to reduce the cost of the project. Should you wish to negotiate we will work with Tyler to identify cost reduction strategies that will allow the project to be performed without reducing the effectiveness of the renovation scope of work.

If the Board chooses to accept this recommendation we shall proceed to contract negotiations and enter into an agreement on behalf of the County. Should the Board choose not to accept these offers we shall await direction.

Feel free to contact me if you have any questions or comments. If I or any member of our firm can be of any assistance, please give me a call.

Respectfully,


William L. McElroy, AIA, NCARB
Principal Architect
M3A Architecture, PLLC

SECTION 00400 - PROPOSAL FORM

THE PROJECT AND THE PARTIES

TO: Madison County Board of Supervisors
Madison County Chancery Courthouse
146 West Center Street
Canton, Mississippi, 39046

SUBMITTED BY:
Bidder's Full Name Tyler Construction Group

Address 203 W Beacon Street

City, State, Zip Philadelphia, Mississippi 39350

DATE: December 3, 2013 (Bidder to enter date)

Ladies and Gentlemen:

I/We having carefully examined the Drawings, Specifications and all Addenda issued prior to the bid opening date, having visited the Project site and apprised myself/ourselves of the conditions affecting the work to be performed, and having obtained and correlated any other information deemed necessary by me/us to submit this bid, hereby propose to furnish all services and labor, and all supplies, materials, and equipment required to complete the work at the cost indicated herein below. I/We will not withdraw this bid for sixty (60) days from the date of the bid opening. If written notice of acceptance of this bid is received by me/us from Madison County within sixty (60) days after the date of the bid opening, I/we shall submit to the Project Administrator, within ten (10) working days after the receipt of such notice, an executed contract and all other documentation required by the bid specifications. I/WE UNDERSTAND AND AGREE THAT NEITHER THE AWARD OF THIS BID TO ME/US BY MADISON COUNTY NOR RECEIPT BY ME/US OF A NOTICE OF ACCEPTANCE OF THIS BID SHALL CONSTITUTE THE MAKING OF A CONTRACT BETWEEN MADISON COUNTY AND ME/US, WHICH SHALL BE CONDITIONED UPON THE EXECUTION BY BOTH MADISON COUNTY AND ME/US OF A FORMAL, WRITTEN AGREEMENT.

BID OFFER

All labor, materials, and equipment to complete the entire Scope of Work (Modified by Addenda as applicable) for the following project:

Phase II – Selective Interior Demolition and Renovations for:

Madison County Board of Supervisors
Madison County Chancery Courthouse
146 West Center Street
Canton, Mississippi

BASE BID PRICE: Eight Hundred Thousand Dollars
(\$ 800,000.00)

UNIT PRICE 1

Replace and/or repair damaged Gyp Board as needed; the actual total square footage amount of Gyp Board will be determined on site at the time of replacement. This unit price for 5,000 SQ. FT. of Gyp Board replacement, is as follows:

Two DOLLARS (\$ 2.00)PSF

UNIT PRICE 2

Provide for Interior Painting of existing gypsum board walls as needed; the actual total square footage amount of Interior Painting will be determined on site at direction of Architect. This unit price for 10,000 SQ. FT. of Interior Painting, is as follows:

Sixty Five Cents DOLLARS (\$.65)PSF

ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for forty-five (45) from the bid closing date. If this bid is accepted by Madison County 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.

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 Madison County, Mississippi 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. 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.

CONTRACT TIME

If this Bid is accepted, we will:
Complete the proposed Scope of Work to allow the entire project to be completed within NINETY (90) calendar days from Notice to Proceed.

CHANGES TO THE WORK

When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
Fifteen (15%) percent overhead and profit on the net cost of our own Work;
Ten Percent (10%) percent on the cost of work done by any Subcontractor.

ADDENDA

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.

Addendum # 1 Dated 11/25/2013. Acknowledge Yes No

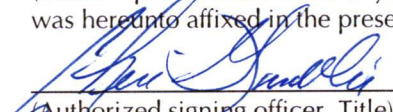
BID FORM SIGNATURE(S)

The Corporate Seal of: Tyler Construction Group

(Seal)

203 W Beacon Street, Philadelphia Mississippi 39350

(Bidder - print the full name of your firm)
was hereto affixed in the presence of:

 Cherie Gamblin, Chairman/CEO
(Authorized signing officer, Title)

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.

END OF SECTION 00400

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Tyler Construction Group

203 West Beacon Street, Philadelphia, MS 39350

as Principal, hereinafter called the Principal, and SureTec Insurance Company

1330 Post Oak Boulevard, Suite 1100, Houston, TX 77056

a corporation duly organized under the laws of the State of TX

as Surety, hereinafter called the Surety, are held and firmly bound unto Madison County Board of Supervisors

146 W. Center Street, Canton, MS 39046

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

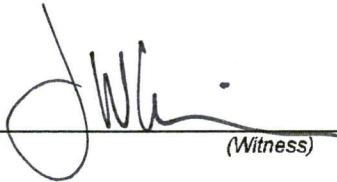
Dollars (\$ 5%),

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.

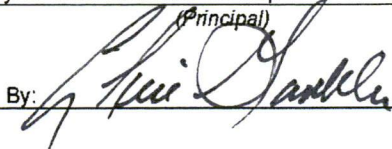
WHEREAS, the Principal has submitted a bid for Selective Interior Demolition & Renovation Project for Madison County Circuit Courthouse

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 materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter 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, otherwise to remain in full force and effect.

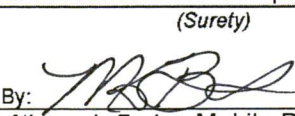
Signed and sealed this 3rd day of December, 2013


(Witness)

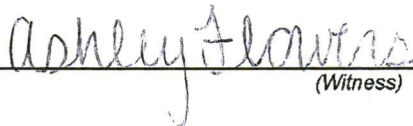
Tyler Construction Group

(Principal) (Seal)
By: 
(Title)

SureTec Insurance Company

(Surety) (Seal)
By: 
Attorney-in-Fact Makila Burks (Title)




(Witness)

SECTION 00400 - PROPOSAL FORM

THE PROJECT AND THE PARTIES

TO: Madison County Board of Supervisors
Madison County Chancery Courthouse
146 West Center Street
Canton, Mississippi, 39046

SUBMITTED BY: England Enterprises, Inc.
Bidder's Full Name _____ 8295 Wildwood Road _____
Address _____ Vaughan, MS 39179-9566 _____
City, State, Zip _____ 662-673-1644 _____
_____ englandenterprisesinc@gmail.com _____

DATE: December 3, 2013 (Bidder to enter date)

Ladies and Gentlemen:

I/We having carefully examined the Drawings, Specifications and all Addenda issued prior to the bid opening date, having visited the Project site and apprised myself/ourselves of the conditions affecting the work to be performed, and having obtained and correlated any other information deemed necessary by me/us to submit this bid, hereby propose to furnish all services and labor, and all supplies, materials, and equipment required to complete the work at the cost indicated herein below. I/We will not withdraw this bid for sixty (60) days from the date of the bid opening. If written notice of acceptance of this bid is received by me/us from Madison County within sixty (60) days after the date of the bid opening, I/we shall submit to the Project Administrator, within ten (10) working days after the receipt of such notice, an executed contract and all other documentation required by the bid specifications. I/WE UNDERSTAND AND AGREE THAT NEITHER THE AWARD OF THIS BID TO ME/US BY MADISON COUNTY NOR RECEIPT BY ME/US OF A NOTICE OF ACCEPTANCE OF THIS BID SHALL CONSTITUTE THE MAKING OF A CONTRACT BETWEEN MADISON COUNTY AND ME/US, WHICH SHALL BE CONDITIONED UPON THE EXECUTION BY BOTH MADISON COUNTY AND ME/US OF A FORMAL, WRITTEN AGREEMENT.

BID OFFER

All labor, materials, and equipment to complete the entire Scope of Work (Modified by Addenda as applicable) for the following project:

Phase II - Selective Interior Demolition and Renovations for:

Madison County Board of Supervisors
Madison County Chancery Courthouse
146 West Center Street
Canton, Mississippi

BASE BID PRICE: Eight hundred thirty-eight thousand ⁰⁰/₁₀₀ Dollars
(\$ 838,000⁰⁰)

UNIT PRICE 1

Replace and/or repair damaged Gyp Board as needed; the actual total square footage amount of Gyp Board will be determined on site at the time of replacement. This unit price for 5,000 SQ. FT. of Gyp Board replacement, is as follows:

\$2⁰⁰ per sqfoot / Max \$10,000⁰⁰ DOLLARS (\$ 2⁰⁰)PSF

UNIT PRICE 2

Provide for Interior Painting of existing gypsum board walls as needed; the actual total square footage amount of Interior Painting will be determined on site at direction of Architect. This unit price for 10,000 SQ. FT. of Interior Painting, is as follows:

\$150 per sq-foot / Max \$15,000 DOLLARS (\$ 150) PSF

ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for forty-five (45) from the bid closing date. If this bid is accepted by Madison County 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.

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 Madison County, Mississippi 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. 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.

CONTRACT TIME

If this Bid is accepted, we will:

Complete the proposed Scope of Work to allow the entire project to be completed within NINETY (90) calendar days from Notice to Proceed.

CHANGES TO THE WORK

When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be: Fifteen (15%) percent overhead and profit on the net cost of our own Work; Ten Percent (10%) percent on the cost of work done by any Subcontractor.

ADDENDA

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.

Addendum # 1 Dated 11/25/2013. Acknowledge Yes No

BID FORM SIGNATURE(S)

The Corporate Seal of:

(Seal)

England Enterprises, Inc.

(Bidder - print the full name of your firm)
was hereunto affixed in the presence of:

Lead England Secretary/Treasurer
(Authorized signing officer, Title)

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.

END OF SECTION 00400



BID BOND

CONTRACTOR:

(Name, legal status and address)
England Enterprises, Inc.
8295 Wildwood Road
Vaughan, MS 39179-9566

SURETY:

North American Specialty Insurance Company
475 N. Martingale Road, Suite 850
Schaumburg, IL 60173

OWNER:

(Name, legal status and address)
Madison County, Mississippi, Madison County Board of Supervisors
Madison County Chancery Courthouse
146 West Center Street., Canton, MS 39046

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

BOND AMOUNT: Five Percent (5%) of the amount of the bid

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)
Phase II-Selective Interior Demolition and Renovations for Madison County Circuit Courthouse, Canton, MS (Project # 10-018)

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 26th day of November, 2013

(Witness)

ENGLAND ENTERPRISES, INC.
(Principal)

(Title) (Seal) Treasurer

(Witness)

North American Specialty Insurance Company
(Surety)

(Title) W. D. Garland, III, Attorney-in-Fact (Seal)

NAS SURETY GROUP

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 Manchester, New Hampshire, 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 Schaumburg, Illinois, each does hereby make, constitute and appoint:

W.D. GARLAND, III, ANN H. STALEY

CINDY DAVIS and KENNETH GRAHAM FAIRLY, JR.

JOINTLY OR SEVERALLY

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



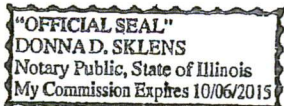
By [Signature] David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

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 21st day of December, 2012.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 21st day of December, 2012, 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 David M. Layman, Vice President of Washington International Insurance Company and 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] Donna D. Sklens, 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 26 day of November, 2013.

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