



**BID FOR:**

**Madison County Schools Tennis Complex**

**PROJECT #:**

**23-034**

**PROJECT OWNER:**

**Madison County School District**

**BID DATE:**

**September 5, 2023**

**BID FROM:**

**FLAGSTAR CONSTRUCTION COMPANY, INC.**

**2006 Aspen Cove**

**Brandon, MS 39042**

**COR # 10817 – MC**

**Bid Form****THE PROJECT AND THE PARTIES**

1. TO:
  - A. Madison County Schools (Owner)
2. FOR:
  - A. Project: Madison County Schools Tennis Complex
3. DATE: September 5, 2023 (BIDDER TO ENTER DATE)
4. SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)
  - A. Bidder's Full Name Flagstar Construction Company, Inc.
    1. Address 2006 Aspen Cove
    2. City, State, Zip Brandon, MS 39042
5. 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 Wier Boerner Allin Architecture, PLLC. for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
  - B. four million nine hundred fifty two thousand dollars  
 (\$ 4,952,000.00), in lawful money of the United States of America.
  - C. We have included the required security deposit as required by the Instruction to Bidders.
  - D. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.
  - E. All applicable federal taxes are included and State of Mississippi taxes are included in the Bid Sum.
  - F. All Cash and Contingency Allowances described in Section 01.2100 - Allowances are included in the Bid Sum.
  - G. ALTERNATES:
    1. ALTERNATE #1: Construction of Concessions and Storage Block (ADD): \$ 513,000.00
      - a. (amount in words) Five hundred thirteen thousand
    2. ALTERNATE #2: Construction of Tennis Courts 11 & 12 and Site Retaining Wall (ADD):  
 \$ 523,000.00
      - a. (amount in words) Five hundred twenty three thousand
    3. ALTERNATE #3A: Purchase and Installation of Court Lighting for Tennis Courts 1 through 10 (ADD):  
 a. \$ 412,000.00  
 b. (amount in words) Four hundred twelve thousand
    - ALTERNATE #3B: Purchase and Installation of Court Lighting for Tennis Courts 11 & 12 (ADD):  
 c. \$ 73,000.00  
 d. (amount in words) Seventy three thousand
    4. ALTERNATE #4: Construction of Connector Road (ADD): \$ 75,000.00
      - a. (amount in words) Seventy five thousand
    5. ALTERNATE #5 Landscape & Irrigation Package (ADD): \$ 98,000.00
      - a. (amount in words) ninety eight thousand
6. ACCEPTANCE
  - A. This offer shall be open to acceptance and is irrevocable for sixty 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.

7. CONTRACT TIME

- A. If this Bid is accepted, we will:
- B. Complete the Work by Friday, July 26, 2024.

8. 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 # One Dated August 7, 2023.
  2. Addendum # Two Dated August 11, 2023.
  3. Addendum # Three Dated August 18, 2023.
  4. Addendum # Four Dated August 25, 2023.
  5. Addendum # Five Dated August 30, 2023.
  6. Addendum # Six Dated August 31, 2023.

9. BID FORM SUPPLEMENTS

- A. The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:
  1. Document 00.4322 - Unit Prices Form: Include a listing of unit prices specifically requested by Contract Documents.
- B. We agree to submit the following Supplements to Bid Forms within 24 hours after submission of this bid for additional bid information:
  1. Financing Information as required in Section 01.2000, Paragraph 1.7.

10. BID FORM SIGNATURE(S)

- A. The Corporate Seal of
- B. Flagstar Construction Company, Inc.  
 (Bidder - print the full name of your firm)  
 was hereunto affixed in the presence of:  
[Signature], President  
 (Authorized signing officer, Title)  
 (Seal)  
 I. \_\_\_\_\_  
 (Authorized signing officer, Title)



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.

END OF SECTION

**Unit Prices Form****PARTICULARS**

1. THE FOLLOWING IS THE LIST OF UNIT PRICES REFERENCED IN THE BID SUBMITTED BY:
2. (BIDDER) Flagstar Construction Company, Inc.
3. TO (OWNER ): MADISON COUNTY SCHOOLS
4. DATED September 5, 2023 AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

**UNIT PRICE LIST**

1. LIME: MATERIAL ONLY, COST PER TON
  - A. Lime: \$ 382.00 / ton
2. 12" OF LIME-SOIL-WATER MIXING, COST PER SQUARE YARD
  - A. Lime-Soil Mixing: \$ 11.25 / square yard
3. UNDERCUTTING, INCLUDING DISPOSAL OFF SITE, COST PER CUBIC YARD
  - A. Undercutting: \$ 11.25 / cubic yard
4. BORROW EXCAVATION (IMPORT SELECT FILL)(IN-PLACE), COST PER CUBIC YARD
  - A. Borrow Excavation: \$ 21.20 / cubic yard
5. EXCESS EXCAVATION (DISPOSAL OF EXCAVATION THAT CANNOT BE SATISFACTORILY USED ON SITE), COST PER CUBIC YARD
  - A. Excess Excavation: \$ 2.50 / cubic yard
6. HAUL-OFF SITE, COST PER CUBIC YARD
  - A. Haul-off Site: \$ 7.50 /cubic yard
7. GEOTEXTILE, TYPE V, AOS 0.21-0.43, COST PER SQUARE YARD
  - A. Geotextile Fabric: \$ 3.25 /square yard
8. LOOSE RIPRAP 200#, COST PER TON
  - A. RipRap: \$ 119.00 / ton
9. CONSTRUCTION FENCING, COST PER LINEAR FOOT
  - A. Construction Fencing: \$ 13.00 / linear foot

**END OF SECTION**



## McGriff Insurance Services, LLC

1020 Highland Colony Parkway, Ste. 302, Ridgeland, MS 39157  
PH 601-790-8500 WATS 800-844-6700 FAX 601-790-8558

### BID BOND

The American Institute of Architects,  
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Flagstar Construction Co., Inc.

2006 Aspen Cove, Brandon, MS 39042

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

Harborside 3, 210 Hudson Street Suite 300, Jersey City, NJ 07311-1107

a corporation duly organized under the laws of the state of MO

as Surety, hereinafter called the Surety, are held and firmly bound unto Madison County Schools

476 Highland Colony Parkway, Ridgeland, MS 39157

as Obligee, hereinafter called Obligee, in the sum of

Five Percent of Amount Bid

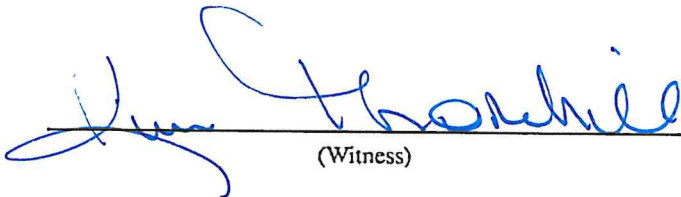
Dollars (\$ 5% ),

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 New Tennis Complex, Project No. 23-034, Madison County Schools, as per proposal

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 many 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 material 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 5th day of September 2023

  
(Witness)

  
Tina Elliott (Witness)

Flagstar Construction Co., Inc.

(Principal)

By 

(Title)

Arch Insurance Company

(Surety)

By 

(Attorney-in-fact & Res. Miss. Agent)  
Candice R. McCarty



*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. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.*

# POWER OF ATTORNEY

## Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

**Candice R McCarty, Charles F. Porter, Denise Wilcox, Joshua T. Jones and Wesley McCubbins of Ridgeland, MS (EACH)**

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding **One Hundred Fifty Million Dollars (\$150,000,000.00)**. This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

**"VOTED**, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

**VOTED**, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this **22<sup>nd</sup>** day of **June, 2023**.

**Attested and Certified**

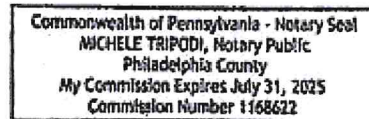
**Arch Insurance Company**

Regan A. Shulman, Secretary

Stephen C. Ruschak, Executive Vice President

**STATE OF PENNSYLVANIA SS  
COUNTY OF PHILADELPHIA SS**

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi, Notary Public  
My commission expires 07/31/2025

## CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated June 22, 2023** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

**IN TESTIMONY WHEREOF**, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this **5<sup>th</sup>** day of **September**, **2023**.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

**PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:**

**Arch Insurance – Surety Division  
3 Parkway, Suite 1500  
Philadelphia, PA 19102**

**To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at [SuretyAuthentic@archinsurance.com](mailto:SuretyAuthentic@archinsurance.com)  
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.**





**Permitted Use Letter**  
**Arch Insurance Company Corporate Seal for Surety Bonds**

Due to the COVID-19 pandemic and the resulting governmental and health agency rules and guidelines, Arch Insurance Company hereby permits and authorizes the Attorney-In-Fact named on the attached Power Of Attorney to use and affix the Corporate Seal of Arch Insurance Company to Surety Bonds issued and executed of behalf of Arch Insurance Company by attaching a copy of this Permitted Use Letter to such Surety Bond.

When this Permitted Use Letter and accompanying Power of Attorney are attached to a Surety Bond by the named Attorney-In-Fact, Arch Insurance Company agrees and certifies that the Corporate Seal for Arch Insurance Company shall be deemed stamped and affixed to that Surety Bond to the same extent and effect as if the raised and embossed Corporate Seal of Arch Insurance Company was physically attached to the Surety Bond.

This Permitted Use Letter shall only be effective and binding when used and attached to Surety Bonds during the specified period:

**Use Effective Date:** April 22, 2020

**Use Termination Date:** December 31, 2023

**Attested and Certified on April 22, 2020 by Arch Insurance Company:**

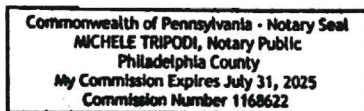
Regan A. Shulman, Secretary



Stephen C. Ruschak, Executive Vice President

**STATE OF PENNSYLVANIA SS**  
**COUNTY OF PHILADELPHIA SS**

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi, Notary Public  
My commission expires 07/31/2025

***To verify the authenticity of this Permitted Use Letter, please contact Arch Insurance Company at***  
**[SuretyAuthentic@archinsurance.com](mailto:SuretyAuthentic@archinsurance.com)**

***Please refer to the above named Attorney-in-Fact and the details of the bond and documents to which the Permitted Use Letter is attached.***