

TWIN L CONSTRUCTION, INC.
8292 FIRETOWER RD.
PASS CHRISTIAN, MS 39571
(228) 255-7930
(228) 255-4155 - FAX
twinl@cableone.net

CITY OF PASS CHRISTIAN
200 WEST SCENIC DR.
PASS CHRISTIAN, MS 39571

BID FOR:

**INSTALLATION OF WOOD FILLERS IN
THE PASS CHRISTIAN HARBOR (REBID)**

DATE:

6/15/21

TIME:

3:30 P.M.

COR #

08365-MC

CITY OF PASS CHRISTIAN

BID PROPOSAL

(Issued by Addendum 1)

This revised Bid Proposal must be used for the bid. Bids received which use the wrong Bid Proposal will be considered non-responsive and not considered for award.

Proposal of Twin L Construction, Inc.
(hereinafter called "Bidder"), organized and existing under the laws of the State of MS doing business as Corporation

To the City of Long Beach, Mississippi, (hereinafter called "Owner").

Ladies and Gentlemen:

The Bidder, in compliance with your invitation for bids for:

INSTALLATION OF WOOD FILLERS IN THE PASS CHRISTIAN HARBOR (REBID)

having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this is a part.

Bidder hereby agrees to commence work under this contract as stated hereafter in this proposal on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within the specified Contract Time thereafter. Bidder further agrees to pay as liquidated damages the sum noted in the Contract Documents.

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 dated 10-10-21
Addendum No. _____ dated _____
Addendum No. _____ dated _____
Addendum No. _____ dated _____

*Insert corporation, partnership or individual as applies

Complete unit price in words and figures under Item Description and the Extension (Unit Price x Quantity) in figures.

Bidder agrees to perform all the work described in the specifications and shown on the plans, for the following unit prices:

ITEM			
NO.	DESCRIPTION	QUANTITY	EXTENSION

BASE BID SCHEDULE:

1-A	10"x10" WOOD FILLERS	48 EA	
	<u>Five thousand two hundred thirty one</u> <small>(UNIT PRICE IN WORDS)</small>		\$ <u>251,107.20</u> <small>(EXTENSION IN FIGURES)</small>
	<u>+ 40/100</u>	<u>(\$ 5231.40)</u> <small>(UNIT PRICE IN FIGURES)</small>	

TOTAL BASE BID:	<u>Two hundred fifty one thousand one</u> <small>(TOTAL IN WORDS)</small>		
	<u>hundred seven + 20/100</u>		
		<u>(\$ 251,107.20)</u> <small>(TOTAL IN FIGURES)</small>	

(AMOUNTS ARE TO BE IN WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN.)

ALTERNATE BID 1 - INSTALL WOOD FILLERS IN WEST HARBOR

ITEM			
NO.	DESCRIPTION	QUANTITY	EXTENSION

ALTERNATE BID 1 SCHEDULE:

1-A	10"x10" WOOD FILLERS	23 EA	
	<u>Five thousand two hundred thirty one</u> <small>(UNIT PRICE IN WORDS)</small>		\$ <u>120,322.20</u> <small>(EXTENSION IN FIGURES)</small>
	<u>- one + 40/100</u>	<u>(\$ 5231.40)</u> <small>(UNIT PRICE IN FIGURES)</small>	

TOTAL ALTERNATE BID 1:	<u>One hundred twenty thousand three</u> <small>(TOTAL IN WORDS)</small>		
	<u>hundred twenty two + 20/100</u>		
		<u>(\$ 120,322.20)</u> <small>(TOTAL IN FIGURES)</small>	

(AMOUNTS ARE TO BE IN WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN.)

ALTERNATE BID 2 - SECURE EXISTING CONCRETE FILLERS IN EAST HARBOR

NO.	DESCRIPTION	QUANTITY	EXTENSION
-----	-------------	----------	-----------

ALTERNATE BID 1 SCHEDULE:

1-A SECURE EXISTING CONCRETE FILLERS 112 EA

Six thousand two hundred twenty four (UNIT PRICE IN WORDS) \$ 6224.25 (UNIT PRICE IN FIGURES)

+ 25/100 (EXTENSION IN FIGURES) \$ 697,116.00

TOTAL ALTERNATE BID 2: Six hundred ninety seven thousand one hundred sixteen & no/100 (TOTAL IN WORDS)

\$ 697,116.00 (TOTAL IN FIGURES)

(AMOUNTS ARE TO BE IN WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN.)

TOTAL BID (BASE BID + ALT. BID #1 + ALT. BID #2): One million sixty eight thousand five hundred forty five & 40/100 (TOTAL IN WORDS)

\$ 1,068,545.40 (TOTAL IN FIGURES)

(AMOUNTS ARE TO BE IN WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN.)

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions. The bid security attached in the sum of:

Fifty three thousand four hundred twenty seven & 27/100 (TOTAL IN WORDS) \$ 53,427.27 (TOTAL IN FIGURES)

is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby. In the event of the failure of the successful Bidder to enter into the contract within the time period specified, the Owner has the right to rescind the award and award the contract to the next lowest, responsible, responsive bidder.

Respectfully submitted:

Name of Company:

Twin L Const INC.

Richard Ladner

(SEAL - if bid is by corporation)

By Rehau Adam

Title President

Address:

Street: 8292 Firetower Rd

P.O. Box: N/A

City: PASS CHRISTIAN

State: MS

Telephone: 228-255-7930

Cert. of Resp. No. 08365-MC

BID BOND

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

BIDDER (Name and Address): Twin L Construction, Inc.
8292 Firetower Rd.
Pass Christian, MS 39571

SURETY (Name and Address of Principal Place of Business): Endurance Assurance Corporation
4 Manhattanville Road, 3rd Floor
Purchase, NY 10577

OWNER (Name and Address): City of Pass Christian
200 West Scenic Dr.
Pass Christian, MS 39571

BID
Bid Due Date: 6/15/2021
Project (Brief Description Including Location):

INSTALLATION OF WOOD FILLERS IN THE PASS CHRISTIAN HARBOR (REBID)

BOND
Bond Number: n/a
Date (Not later than Bid due date): 6/15/2021
Penal sum Five Percent of Total Amount Bid 5%
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Twin L Construction, Inc. (Seal)
Bidder's Name and Corporate Seal

Endurance Assurance Corporation (Seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature and Title President

By: [Signature]
Signature and Title Garrett Turner, Attorney-in-Fact
(Attach Power of Attorney)

Attest: [Signature]
Signature and Title Office Manager

Attest: [Signature]
Signature and Title Meghan Turner, Bond Producer

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Mary Catherine Turner, Meghann Catherine Turner, Garrett Turner** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **Ten Million Dollars (\$10,000,000.00)**.

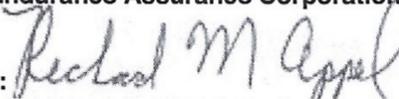
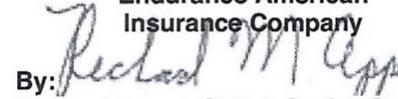
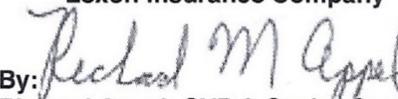
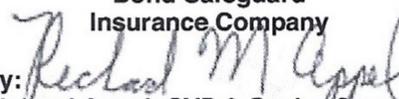
Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

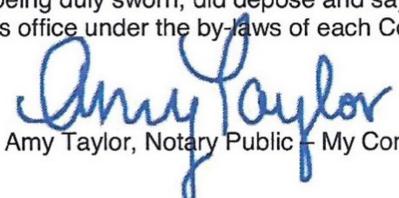
RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

<p>Endurance Assurance Corporation</p> <p>By:  Richard Appel; SVP & Senior Counsel</p> 	<p>Endurance American Insurance Company</p> <p>By:  Richard Appel; SVP & Senior Counsel</p> 	<p>Lexon Insurance Company</p> <p>By:  Richard Appel; SVP & Senior Counsel</p> 	<p>Bond Safeguard Insurance Company</p> <p>By:  Richard Appel; SVP & Senior Counsel</p> 
---	---	---	--

ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: 
 Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

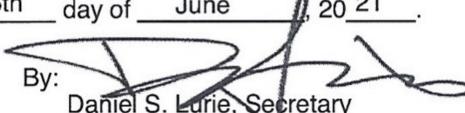
"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 15th day of June, 2021.

By: 
 Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870