



8292 Firetower Road Suite C. Pass Christian, MS 39571  
228.225.7930 • twinconst@gmail.com

## **Jackson County Utility Authority**

### **BID FOR:**

### **Hwy 90 Force Main Relocation**

### **DATE:**

**05/22/2025**

### **TIME:**

**10:00 AM**

### **COR #**

**08365-MC**

**Municipal and Public Works Construction**

**Building Construction**

# BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

## ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

**Jackson County Utility Authority**

**1225 Jackson Avenue**

**Pascagoula, MS 39567**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors if their portion of the project exceeds \$50,000. Include their Certificate of Responsibility and Classification;
- C. Contractor's Certificate of Responsibility and Classification written on the outside of the Bid envelope;
- D. If the Bidder resides out of state, a copy of the Bidder's resident state law regarding preference, if any, pertaining to such state's treatment of non-resident contractors. If the Bidder's resident state does not have a preference law, the Bidder shall submit a letter stating such from an office of the court.

## ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Unit Price Bids*

- A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Estimated Qty	Unit	Bid Unit Price	Bid Amount
201-A	Clearing and Grubbing	1	LS	\$12,705.00	\$12,705.00
202-B	Removal of Asphalt Pavement, All Types and Thicknesses	108	SY	\$19.06	\$2,058.48
202-B	Removal of Pipe, All Types and Sizes	140	LF	\$12.71	\$1,779.40
202-B	Removal of Concrete Sidewalk and Driveways, All Depths	93	SY	\$38.12	\$3,545.16
203-EX	Borrow Excavation, Cl B-9, AH,FM	1,640	CY	\$25.41	\$41,672.40
225-A	Grassing	1	AC	\$2,286.90	\$2,286.90
304-F	610 Crushed Stone, LVM	100	CY	\$127.05	\$12,705.00
403-A	9.5 mm, MT, Asphalt Pavement	20	TON	\$571.73	\$11,434.60
403-A	12.5 mm, MT, Asphalt Pavement	40	TON	\$571.73	\$22,869.20
234-A	Temporary Silt Fence	4,000	LF	\$6.99	\$27,960.00
237-A	Wattles, 20"	400	LF	\$12.71	\$5,084.00
612-B	Flowable Fill, Non-Excavatable	40	CY	\$279.51	\$11,180.40
614-B	Concrete Driveway	93	SY	\$76.23	\$7,089.39
618-A	Maintenance of Traffic	1	LS	\$10,799.25	\$10,799.25
620-A	Mobilization	1	LS	\$44,467.50	\$44,467.50
33 05 23.13	10" SDR 11 HDPE Pipe by Directional Bore	970	LF	\$158.81	\$154,045.70
33 05 23.16	8" C900 PVC Carrier Pipe in 16" Steel Casing by Open Trench	640	LF	\$241.40	\$154,496.00
33 11 01	8" C900 PVC Sewer Force Main	2,450	LF	\$44.47	\$108,951.50
33 11 02	Ductile Iron Fittings	2	TON	\$35,574.00	\$71,148.00
33 11 02	Cap Existing Main	2	EA	\$1,270.50	\$2,541.00
33 11 03	Connection to Existing Forcemain	2	EA	\$4,446.75	\$8,893.50
33 12 16	Air Release Valve	3	EA	\$10,164.00	\$30,492.00
<b>Total Bid</b>					<b>\$748,204.38</b>

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

#### **ARTICLE 4—TIME OF COMPLETION**

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder agrees that the Work will be substantially complete within **90** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **120** calendar days after the date when the Contract Times commence to run.
- 4.03 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### **ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
NA	

#### **ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.

2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 *Bidder's Certifications*

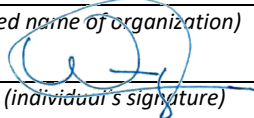
##### A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

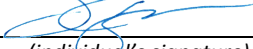
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Twin L Construction Inc.  
(typed or printed name of organization)  
By:   
(individual's signature)  
Name: William Egan  
(typed or printed)  
Title: President  
(typed or printed)  
Date: 05/22/2025  
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:   
(individual's signature)  
Name: Sherelle Egan  
(typed or printed)  
Title: Secretary/Treasurer  
(typed or printed)  
Date: 05/22/2025  
(typed or printed)

Address for giving notices:

8292 Firetower Rd Ste  
Pass Christian MS 39571

Bidder's Contact:

Name: Robbie Saucier  
(typed or printed)  
Title: Project Manager  
(typed or printed)  
Phone: 228-731-4710  
Email: twinlconst@gmail.com  
Address: 8292 Firetower Rd Ste C1  
Pass Christian MS 39571

Bidder's Contractor License No.: (if applicable) 08365-MC



8292 Firetower Road Suite C. Pass Christian, MS 39571  
228.225.7930 • twinconst@gmail.com

## MINUTES

A meeting of the Shareholders of Twin L Construction Inc. a Mississippi Corporation was held at 3:00 PM on December 17th, 2024, at the office of the corporation, 8292 Firetower Rd, Pass Christian MS 39571.

Present at the meeting were all officers/shareholders of the said corporation.

**William Egan – President - Director**

**Richard Ladner – Vice President – Director**

**Sherelle Egan – Treasurer – Director**

**Kathy Ladner - Secretary**

William Egan acted as chairman and Sherelle Egan acted as Secretary of the meeting stated the following business:

The Chairman stated that Katherine Ladner resigned from the position of Secretary and therefore it was necessary for the directors to appoint a replacement. The directors voted to appoint Sherelle Egan current Treasurer (Director) of the company to serve as Secretary/Treasurer (Director).

The Directors also voted to keep the remaining board of directors and **confirm the authority to the President (William Egan) of the Corporation to enter into any contract or execute and deliver any instrument in the name of or on behalf of the Corporation, such authority may be general or confined to specific instances.**

After discussion it was determined it is in the best interest of said corporation to accept the motions made and resolutions were accepted.

There being no further business to come before the meeting the meeting was adjourned.

### New Officers:

**William Egan – President - Director**

**Richard Ladner – Vice President – Director**

**Sherelle Egan – Secretary/Treasurer – Director**

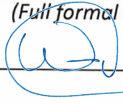
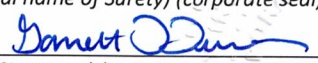
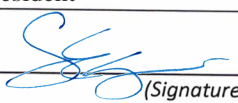
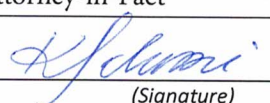
William Egan – President

Sherelle Egan - Secretary





## BID BOND (PENAL SUM FORM)

<b>Bidder</b> Name: Twin L Construction, Inc. Address (principal place of business): 8292 Firetower Rd. Pass Christian, MS 39571	<b>Surety</b> Name: The Ohio Casualty Insurance Company Address (principal place of business): 175 Berkeley Street Boston, MA 02116
<b>Owner</b> Name: <b>Jackson County Utility Authority</b> Address (principal place of business): <b>1225 Jackson Avenue</b> <b>Pascagoula, MS 39567</b>	<b>Bid</b> Project (name and location): <b>JCUA Highway 90 Force Main Relocation</b>  Bid Due Date: 5/22/2025
<b>Bond</b> Penal Sum: Five Percent of Total Amount Bid Date of Bond: 5/22/2025	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Bidder</b> <div style="text-align: center;">Twin L Construction, Inc. <small>(Full formal name of Bidder)</small></div>	<b>Surety</b> <div style="text-align: center;">The Ohio Casualty Insurance Company <small>(Full formal name of Surety) (corporate seal)</small></div>
By:  _____ <div style="text-align: center;"><small>(Signature)</small></div>	By:  _____ <div style="text-align: center;"><small>(Signature) (Attach Power of Attorney)</small></div>
Name: <u>William Egan</u> _____ <div style="text-align: center;"><small>(Printed or typed)</small></div>	Name: <u>Garrett T. Turner</u> _____ <div style="text-align: center;"><small>(Printed or typed)</small></div>
Title: <u>President</u> _____	Title: <u>Attorney-in-Fact</u> _____
Attest:  _____ <div style="text-align: center;"><small>(Signature)</small></div>	Attest:  _____ <div style="text-align: center;"><small>(Signature)</small></div>
Name: <u>Sherelle Egan</u> _____ <div style="text-align: center;"><small>(Printed or typed)</small></div>	Name: <u>Katie Salassi</u> _____ <div style="text-align: center;"><small>(Printed or typed)</small></div>
Title: <u>Secretary/Treasurer</u> _____	Title: <u>Assistant</u> _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

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 Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs 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 will 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 of 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 does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will 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 the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must 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 Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will 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 will 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 governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.





## POWER OF ATTORNEY

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8213187-975775**

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Garrett T. Turner, Mary Catherine Turner, Meghann C. Turner

all of the city of Baton Rouge state of LA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF**, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of February, 2025.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

Nathan J. Zangerle  
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 21st day of February, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2029  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

#### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

#### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of May, 2025.



By:

Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary