

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:

**EAST SMALL CRAFT HARBOR
WATER LINE REPAIR**

DATE:

MARCH 17, 2020

TIME:

3:30 P.M.

COR #

08365-MC

BID PROPOSAL
(Revised Per Addendum #1)

(Submit One Original and One Copy of Bid)

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 City of Pass Christian, Mississippi, (hereinafter called "Owner").

Gentlemen:

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

EAST SMALL CRAFT HARBOR
WATER LINE REPAIRS

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 proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 90 consecutive calendar days thereafter as stated hereafter in this proposal. Bidder further agrees to pay as liquidated damages, the sum of \$200.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph B of the Supplemental General Conditions.

Bidder acknowledges receipt of the following addendum:

(1) 2-5-2020

(2) 3-2-2020

*Insert corporation, partnership or individual as applies

Complete each lump sum price in words and figures under Item Description and the Extension (Lump Sum 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:

BASE BID			
NO.	ITEM DESCRIPTION	QUANTITY	EXTENSION
1-A	DEMOLITION <u>nineteen thousand & no/100</u> (Unit Price in words)	1	L.S. \$ <u>19,000.00</u> (Extension)
			<u>(\$ 19,000.00)</u> (Unit Price in Numbers)
2-A	WATER DISTRIBUTION SYSTEM – PIER P-5 <u>Thirty three thousand three hundred</u> <u>eighteen & no/100</u>	1	L.S. \$ <u>33,318.00</u>
			<u>(\$ 33,318.00)</u>
2-B	WATER DISTRIBUTION SYSTEM – PIER C-4 <u>Twenty seven thousand three hundred</u> <u>eighty three & no/100</u>	1	L.S. \$ <u>27,383.00</u>
			<u>(\$ 27,383.00)</u>
2-C	WATER DISTRIBUTION SYSTEM – PIER C-6 <u>Twenty thousand seven hundred</u> <u>nineteen & no/100</u>	1	L.S. \$ <u>20,719.00</u>
			<u>(\$ 20,719.00)</u>
TOTAL BASE BID: <u>One hundred thousand four hundred twenty</u> <u>& no/100</u>			
<u>(\$ 100,420.00)</u>			
(AMOUNTS ARE TO BE IN WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN.)			

ADDITIVE ALTERNATE NO. 1

NO.	ITEM DESCRIPTION	QUANTITY	EXTENSION
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2-D	WATER DISTRIBUTION SYSTEM - PIER C-5	1	L.S. \$ 27,189.00
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Twenty seven thousand one hundred
eighty nine & no/100 (\$ 27,189.⁰⁰)

TOTAL ADDITIVE ALTERNATE NO. 1:

Twenty seven thousand one hundred eighty
nine & no/100 (\$ 27,189.00)

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

ADDITIVE ALTERNATE NO. 2

NO.	ITEM DESCRIPTION	QUANTITY	EXTENSION
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2-E	WATER DISTRIBUTION SYSTEM - PIER P-6	1	L.S. \$ 27,227.00
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Twenty seven thousand two hundred
twenty seven & no/100 (\$ 27,227.00)

TOTAL ADDITIVE ALTERNATE NO. 2:

Twenty seven thousand two hundred twenty
seven & no/100 (\$ 27,227.00)

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

BID SUMMARY

TOTAL BASE BID: One hundred thousand Four hundred twenty + no/w (\$ 100,420.00 (Amount in Numbers)
TOTAL ADDITIVE ALTERNATE NO. 1: Twenty seven thousand One hundred eighty nine + no/w (\$ 27,189.00 (Amount in Numbers)
TOTAL ADDITIVE ALTERNATE NO. 2: Twenty seven th thousand Two hundred twenty seven + no/w (\$ 27,227.00 (Amount in Numbers)

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

Bidder understands that the Owner reserves the right to reject any or all bids.

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 (if applicable) as required by Article 5 of the General Conditions.

The bid security attached in the s

Five thousand twenty one

+ no/w (\$ 5021.00

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 success

Respectfully submitted:

By Richard L. Lamm
Title President
(SEAL - if bid is by corporation)

Address:

Twin L Const Inc.
8292 Firstway Rd
Pass Christian, MS 39371

Cert. of Resp. No. 08365-mc

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, NON-COLLUSION
AND OTHER RESPONSIBILITY MATTERS**

Under Executive Order 12549 individuals or organizations debarred from participation in Federal Assistance Programs may not receive an assistance award under a federal program or subagreement there under for \$25,000 or more. Accordingly each recipient of a Federally-Funded contract or subcontract exceeding \$25,000 must complete the following certification (see 40 CFR 32.510). The prime bidder shall attach the copies of this certification to his bid.

The prospective participant certifies to the best of their knowledge and belief that it and its principals:

- (a) Have not either directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officials, partners, employees or principal owners.
- (b) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (c) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (d) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (e) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U.S.C. Subsection 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

EAST Small Craft Harbor Water Line Repairs
Title of Project or Subcontract

Twin L Construction, Inc.
Prime or Subcontractor's Name

Richard Loden 3-17-2020
Signature/Date

() I am unable to certify to the above statements. Attached is my explanation.

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Title of Project or Subcontract

Twin L Construction, Inc.
Prime or Subcontractor's Name

Richard L. Linn 3-17-2020
Signature/Date

() I am unable to certify to the above statements. Attached is my explanation.

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: 3/17/2020
Project (Brief Description Including Location): East Small Craft Harbor Water Line Repairs

BOND
Bond Number: n/a
Date (Not later than Bid due date): 3/17/2020
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

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

Attest: [Signature]
Signature and Title

Attest: [Signature]
Signature and Title
Stefani Turner, Secretary

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.

Endurance Assurance Corporation

Endurance American Insurance Company

Lexon Insurance Company

Bond Safeguard Insurance Company

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



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/they is/are 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*
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 17th day of March, 2020.

By: *Daniel S. Lurie*
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