



Sealed RFP

Deliver To:

City of Baton Rouge
Parish of East Baton Rouge
Purchasing Division, Room 826
222 Saint Louis Street, City Hall
Baton Rouge, Louisiana 70802

Bid For:

Bid # 1065 Training Center Parking Lot

Bid Date and Time:

Wednesday, March 15, 2023
10:00 AM

Respectfully Submitted by:

Triumph Construction, LLC
9333 Mammoth Ave.
Baton Rouge, LA 70814

(225) 355-3334 – Office
(225) 355-5334 – Fax
info@tcbr1.com

Louisiana License No: 46747



Instructions to Bidders

REQUEST FOR PROPOSAL

BID# 1065

TRAINING CENTER PARKING LOT

EAST BATON ROUGE PARISH SHERIFF'S OFFICE

Prepared By:

Stephin Henderson
Purchasing Agent
(225) 389-4833

**EBR SHERIFF'S OFFICE
Purchasing Division
9430 Jackie Cochran Suite 200
Baton Rouge, LA. 70807
Phone (225) 389-4833, Fax (225) 389-8258**

February 8, 2023

The East Baton Rouge Sheriff's Office Purchasing Division is issuing a Request for Proposal (RFP) for interested vendors to submit proposals for "**Training Center Parking Lot**" at 2829 Lt. General Benjamin Davis Jr., Baton Rouge, LA. 70807 also known as the "**East Baton Rouge Sheriff's Office Training Division**".

Sealed Proposals: Vendor will deliver **one (1) original Bid in person, via the EBRSO electronic bid service or via the US Mail to the following:**

Bid prices shall be FOB East Baton Rouge Parish Sheriff's Office Training Division 2829 Lt. General Benjamin Davis Jr., Baton Rouge, LA 70807.

Instructions to Bidders

By 10:00 AM ON Wednesday, March 15, 2023 (bid opening date) Suite 200, 9430 Jackie Cochran, BR., LA. 70807

Proposals received after the above-cited time will be considered a late quote and are not acceptable.

- The envelope must be clearly marked **"SEALED RFP #1065 Training Center Parking Lot"**.
- Please direct purchasing and procedural questions regarding this RFP to Stephin Henderson at 225-389-4833 or shenderson@ebrso.org.
- Technical questions may be directed to Garrett Owens at 225-397-6796 or gowens@ebrso.org.

I. PROPOSAL

Definitions: "EBRSO" is the East Baton Rouge Sheriff's Office.

"Bidder" an individual or business submitting a bid to EBRSO.

"Contractor" One who contracts to perform services in accordance with a contract.

II. PROPOSAL TERMS

EBRSO reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Vendor's qualifications and capabilities to provide the specified service, and other factors which EBRSO may consider.

EBRSO does not intend to award a Bid fully on the basis of any response made to the proposal; EBRSO reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with that provider whose proposal is deemed to best meet the specifications or equivalent to.

RFP # 1065 Training Center Parking Lot

EBRSO reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid to be in the best interests of the EBRSO even though not the lowest bid.

The price quotations stated in the bidder's proposal will not be subject to any price increase from the date on which the proposal is opened by the EBRSO to the mutually agreed-to date of Bid.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the Bid may result in the cancellation of any award.

In the event it becomes necessary to revise any part of the RFP, addenda will be provided. The deadlines for submission of the RFP's maybe adjusted to allow for revisions. To be considered, **an original proposal**, must be at the Purchasing Division on or before the date and time specified.

Proposals should be prepared simply and economically providing a straightforward, concise description of the vendor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.

This Bid can or may act as an Official Contract will be executed between the EBRSO and the awarded vendor.

Instructions to Bidders

RFP # 1065 Training Center Parking Lot

In the event, the EBRSO receives two or more bids from responsive, responsible bidders, and one or more of the bids are substantially equal in price, quality and service, the EBRSO shall award the contract to the most responsive, responsible vendor by the earliest time of submission .

III. PROPOSAL SPECIFICATIONS

The proposal shall include all of the following information. Failure to include all of the required information may result in disqualification of a Bidder.

In accordance with the provisions of Title 38:2251 et.seq., preference is hereby given to materials, supplies or equipment which are manufactured, processed, produced or assembled in Louisiana, quality being equal to other materials, supplies or equipment offered by companies outside of the State of Louisiana.

Do you claim this preference? YES _____ NO X

Specify location within Louisiana where this product is manufactured, processed, produced or assembled.

Have you attached the qualifying letter according to the requirements of the INSTRUCTIONS TO BIDDERS?

YES _____ NO X

Bidders are hereby advised that the accompanying document entitled "INSTRUCTIONS TO BIDDERS" is an integral part of this request for bids. Bidders should be aware of all provisions in this document.

"Official Bid Documents are available at Central Bidding. Electronic Bids are accepted at Central Bidding. Central Bidding can be accessed at www.centralbidding.com. For questions related to the electronic bidding process, please call Central Bidding at 225-810-4814."

Legal Company

Name: Triumph Construction, LLC Date: 03/15/23

Phone Number: 225-355-3334 Fax Number: 225-355-5334

Mailing Address: 9333 Mammoth Ave

City/State/Zip Code: Baton Rouge, LA 70814

THUS DONE AND SIGNED on the date(s) noted below:

 _____

03/15/23

CONTRACTOR'S SIGNATURE

DATE

Patrick Rowe - Member, Manager

CONTRACTOR'S PRINTED NAME

Instructions to Bidders

Bids are being requested on the following:

Scope of Work:

- Labor to include removal of grass and approximately 12" of topsoil across area
- Area to be scraped measuring 200' deep x 145' wide
- All spoils to be left on site
- Once spoils are removed, fill clay will be hauled in and compacted with roller
- After clay is compacted, fabric will be rolled out and covered with #610 limestone approximately 4" thick
- #610 limestone will then be covered with approximately 2" of #57 limestone
- Materials included will be 1500 yds. of clay to bring surface to grade
- Customer will be responsible for any extra fill clay due to unforeseen circumstance at \$13 per yd.
- Limestone to be provided will be 950 tons of #610 and 500 tons of #57
- Limestone estimates are approximate and any more or less will be reflected in final invoice

Unit Bid Price _____ Total Bid Price \$287,400.00

Please see attached letter for details on unit pricing

Instructions to Bidders

East Baton Rouge Parish Sheriff's Office Instructions to Bidders

Article 1 – Bid Security

In certain instances, the Sheriff's Office may require bidders to furnish bid security. Any bidder not furnishing bid security, when required, may cause rejection of his bid. The successful bidders' bid security will be retained until he has entered into a satisfactory contract. The Owner reserves the right to hold the certified checks, cashier's checks, money orders or bid bonds of the three lowest bidders until the successful bidder has entered into a contract.

If a bid bond is used, it shall be written by a surety or insurance company currently on the U. S. Office of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-Rating in the latest printing of the A. M. Best's Key Rating Guide to write individual bonds up to ten percent of the policyholders' surplus as shown in the A.M. Best's Key Rating Guide. The bid bond shall be issued by a company licensed to do business in Louisiana and countersigned by a person who is under contract with the surety company or bond issuer as a licensed agent in this state and who is residing in this state.

Notwithstanding the aforesaid, in the event that a bidder furnishes a bid bond which does not fully comply with the provisions of this Article, but which is otherwise a legally valid and enforceable bond, the Sheriff's Office may allow such bidder to amend his bid bond following the opening of bids in order to bring the bond in conformity with the requirements of this Article and/or requirements of LA. R. S. 38:2218, or may permit the bidder to substitute other bid security in place of the bid bond submitted.

Should the East Baton Rouge Parish Sheriff's Office make an award to a vendor who refuses to enter into a contract, the bid bond, money order or checks shall be forfeited to the East Baton Rouge Parish Sheriff's Office as liquidated damages.

Agents signing bonds shall type their name and license number below their respective signature.

When bid security is not required, and the successful bidder fails to perform (deliver) on awarded bid, the Sheriff's Office shall declare the bidder in default. The Sheriff's Office shall then have the option to either award the bid to the next lowest responsible bidder, or to reject all bids as deemed in the best public interest. Should the Sheriff's Office opt to readvertise for bids, the defaulting bidder shall be precluded from submitting a bid.

Article 2 – Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond, a certified and effectively dated copy of their power of attorney.

Article 3 – Brand Name Specifications

Whenever brand names are used, they are used only to denote the quality standard of product desired. The Sheriff's Office does not restrict vendors to the specific brand, make, manufacturer or specification named; they are used only to set forth and convey to prospective vendors the general style, type, character and quality of product desired; equivalent products will be acceptable. Vendors must provide sufficient literature, brochures, etc. to prove quality.

Vendors are asked to list any exceptions to specifications. Brochures or other literature submitted will determine whether the item quoted upon actually meets all specifications.

Article 4 – Taxes

In accordance with Act 1029 of 1991, the East Baton Rouge Parish Sheriff's Office is exempt from state and local taxes.

Article 5 – Cancellation of Contract

In the event of unsatisfactory services by the contractor under this contract, the Sheriff's Office will have the option to cancel the contract with a thirty (30) day written notice to the contractor. In the event of termination of said contract, all obligations of either party under this contract cease.

Article 6 – Printed Form for Bid

The bid form invites bids on definite plans and specifications. Only the amounts and information called for on the bid form furnished will be considered as the bid. Each bidder shall bid upon the work exactly as specified and as provided in the bid.

Bids should be clearly and legibly filled out in ink and/or typewritten and must contain the signature or facsimile thereof of the bidder or an authorized representative. The Sheriff's Office shall have the right to reject any bid in the event that it is unable to reasonably determine the information and quotations supplied by the bidder as a result of the manner and method by which the bidder has completed the bid form.

Instructions to Bidders

Any proposed vendor contract or scope of work must be made part of your bid package. Failure to include these documents may result in the disqualification of your bid.

Article 7 – Delivery

Failure to insert delivery days, when called for on the quotation form, may be cause for rejection of the bid.

Article 8 – Louisiana Preference

In accordance with the provisions of LA R.S. 38:2251 et. Seq., preference is hereby given for materials, supplies or equipment which are manufactured, processed, produced or assembled in Louisiana, quality being equal to other materials, supplies or equipment offered by competitors outside of the State of Louisiana. However, the Sheriff's Office can only make a full and proper determination of bidder's entitlement of a preference based upon a consideration of all pertinent information related to the claim. Accordingly, in order that the Sheriff's Office can fairly evaluate a bidder's claim for a preference, it shall be the bidder's duty and responsibility to supply the Sheriff's Office with the following declarations and information when submitting a bid, which claims entitlement to a preference:

1. The bidder shall affirmatively indicate that it desires and is entitled to be considered for a preference.
2. The bidder shall specify which items it is claiming a preference for and specify the location in Louisiana where the product(s) for which it is claiming a preference are manufactured or produced; and
3. The bidder shall attach to the bid form a written letter setting forth in detail why it is entitled to be granted a preference, including, but not limited to, describing how its products are produced or manufactured and describing the specific process which qualifies it for a preference.
4. The bidder shall comply with all provisions of LA R.S. 38:2251 et. Seq.
5. Any bidder who fails to comply with each and every one of the requirements set forth herein above shall be deemed to have waived its right to be considered for a preference, and such bid shall be considered as though no preference was available to the bidder.

The cost of the Louisiana products must not exceed the cost of other materials, supplies, or equipment which are manufactured, processed, produced, or assembled outside the state by more than the percentage allowed in LA R.S. 38:2251 et Seq.

Article 9 – Erasures

Bidders should avoid making erasures, delineation's and other corrections on bids, since such may make it difficult for the Sheriff's Office to ascertain the information contained in the bid. In the event that a bidder must make such corrections to a bid, the corrections shall be initialed by vendor and made in such a manner that the information contained on the bid form can be fairly and reasonably discerned and ascertained by the Sheriff's Office. The Sheriff's Office shall have the right to reject any bid in the event that it is unable to reasonably determine the information and quotations supplied by the bidder therein.

Article 10 – Prices

Prices are to include the furnishing of all materials, plant, equipment, tools, delivery, and all other facilities, and the performance of all labor services necessary or proper for the completion of the work except as may be otherwise expressly provided in the detailed specifications.

When called for on the quotation form, prices should be shown both in words and in figures. In the event of a discrepancy between the prices quoted in words and those quoted in figures, the words shall control. In the event that the bidder does not show prices in both words and in figures, the bid shall be tabulated in accordance with the form of the price provided. In case of a conflict between unit prices and the extended total price, the unit price shall govern. The Sheriff's Office reserves the right to reject any bid in the event that discrepancies in the prices quoted therein prevents the Sheriff's Office from making a fair determination of the quoted prices.

Article 11 – Understanding of Bidder

In making his bid, each bidder represents that: he has read and understands the bid documents and his bid is made in accordance herewith; his bid is based upon the specifications described in the bid documents; any and all exceptions to specifications are so noted in said documents.

Article 12 – Withdrawal of Bid

The bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) days after the bid openings.

At any time prior to the scheduled closing time for the receipt of quotations, a bidder may withdraw his quotation. After scheduled closing time for the receipt of quotations, no bidder will be permitted to withdraw his quotation, unless said award is delayed for a period exceeding thirty (30) days.

Article 13 – Submission and Opening of Bid

All bids shall be submitted to the location specified.

Instructions to Bidders

1. **All bids shall be enclosed in a sealed envelope, which will be marked with the name and number of the bid being submitted.** The bid shall be either mailed to the East Baton Rouge Parish Sheriff's Office, Purchasing Department, P. O. Box 3277, Baton Rouge, Louisiana 70821, or hand delivered to the East Baton Rouge Parish Sheriff's Office Purchasing Department 9430 Jackie Cochran Suite 200 Baton Rouge, Louisiana 70807.

Bids may also be submitted electronically: * **Bid related information also available on line and bids may also be submitted on line at:** www.centralbidding.com

2. The "Notice to Bidders" designates the date and time of the bid opening. Bids will be received until the stated date and time. The responsibility for timely delivery rests solely with the bidder and late bids arriving after the stated date and time will not be considered.
3. Unless otherwise advertised, bids will be called for at 10:00 A.M. and will be opened and read aloud in Room 286 on the second floor of the Governmental Building.

Article 14 – Quantities

Unless otherwise stated in the bid specifications, quantities listed are approximations only and the East Baton Rouge Parish Sheriff's Office will not be held bound to those approximate quantities. All orders will be on an "as needed" basis.

Article 15 – Option to Renew

When indicated in the bid specifications and bid form, this contract may be extended for an additional renewal period(s) of the same duration as the original contract, at the same prices and terms, at the option of the East Baton Rouge Parish Sheriff's Office and the acceptance by the contractor.

Article 16 – Bid Conference

When indicated in the bid specifications, the Sheriff's Office may conduct a pre-bid conference in order to allow prospective bidders to better familiarize themselves with the bid specifications, and the requirements of the Sheriff's Office for the items let for bid. Vendors shall be required to comply with any requirements regarding the bid, which are set forth during the pre-bid conference. In the event that the pre-bid conference has been designated as mandatory, attendance at the pre-bid conference shall be a prerequisite for the submission of a bid by the vendor. Bids from vendors who have not attended a mandatory bid conference, as required by the bid specifications, shall be returned unopened.

Article 17 – Food Purchases

With regard to bids for food and related items, the delivery dates set forth in the bid specifications shall be binding on the vendor. **The Sheriff's Office will not accept backorders for food deliveries.** Vendors who anticipate a failure to meet a required date for the delivery of food and related items shall notify the Sheriff's Office no later than 72 hours prior to the specified delivery date. In the event that a vendor is unable to make a scheduled delivery, the Sheriff's Office reserves the right to purchase the food items needed for a specified delivery date from any other vendor in a manner that is consistent with state law and which is in the best public interest.

The Sheriff's Office reserves the right to reject any and all future bids for food and related items from vendors who fail to meet the requirements of this article. Alternatively, the Sheriff's Office may require that the vendor post a bid performance bond in a form and amount that is acceptable to the Sheriff's Office prior to the acceptance of any future bids from the vendor.



Wednesday, March 15, 2023

Project: 1065 Training Center Parking Lot

Proposal No. TC23-0024

Attention: Estimating Department

WOSB, LA DBE, SBA SDB

Triumph Construction, LLC respectfully submits a Lump Sum (Labor, Equipment, and Material) proposal in the amount of:

Two Hundred Eighty Seven Thousand Four Hundred Dollars and Zero Cents (\$ 287,400.00)

for the following named scope of work:

Clearing, Grubbing, and Excavation	29,000 SF	\$1.55 / SF
Clay Fill	1,500 CY	\$83.00 / CY
610 Limestone - 4" Thick (with Fabric)	950 TON	\$74.50 / TON
57 Limestone	500 TON	\$70.00 / TON
Mobilization	1 LS	\$12,175.00 / LS

The above price is based upon attached scope clarifications. Should you have any questions related to this proposal, please do not hesitate to contact us for clarification.

Thank you,

Julia Rouse

Senior Project Manager – Estimat

Triumph Construction, LLC

(225) 361-3154



Exhibit "A" Clarifications

This proposal **Excludes** the following:

1. Any work being performed on nights, weekends, or holidays.
2. Additional engineering cost associated with design of new support steel.
3. Additional engineering cost and work due to any unseen structural support damage.
4. Stamped Engineered drawings
5. Any verification, relocation, or adjustment of existing utilities.
6. Contractor having any prior knowledge of any existing underground utilities.
7. Any sales tax on labor
8. Any electrical work.
9. Concrete Removal
10. Hauling Off On Site Materials / Spoils
11. Dumpsters
12. Stabilized Sub Grade
13. Drilled Shafts / Drilled Piers / Caissons
14. Backfilling of the Work
15. Reinforcing Steel
16. Anchor Bolt Material
17. Post Tensioning
18. Elongated pre-molded block outs
19. Concrete Pads / Thrust Blocks at Plumbing clean outs
20. Precast Block and Pipe
21. Precast Concrete Structures
22. Drop Inlets / Drain Inlets / Catch Basins
23. Splash Blocks at Downspouts
24. Concrete Parking logs / wheel stops
25. Pavers
26. Non-Shrink Grout
27. Flowable Fill
28. Parking Lot Striping
29. Fine / finish grading and site dress up
30. Street Sweeping / Road Cleaning
31. Saw Cutting at Control Joints (Foundation and Paving)
32. Pump Truck
33. CMU Walls
34. Lane Closures / Flagmen / Temporary Signs and Barricades

Conditions / Clarifications:

1. All Testing by Others.
2. Erosion Control and SWPPP by Others.
3. Any required permits, road closures, etc. to be issued in a timely manner.
4. Contractor to have full access to work area.
5. Proposal is Valid for 90 days.
6. Should this proposal be accepted, Triumph Construcion requests a NET 30 payment period.

Exhibit "A" Clarifications

Change Orders: If awarded work and need to request change orders Successful Contractor must submit changes in writing to Triumph Construction LLC for review and pricing prior to any work commencing. Change Order cost will be approved in writing by Client prior to commencement of any extra work by Triumph Construction, LLC or any of its subcontractors.

Force Majeure: Triumph Construction LLC. shall not be liable for any delay in or inability to complete the performance of the Agreement because of unforeseen circumstances beyond the parties' respective control, such as acts of God; industrial conflicts (including without limitation strikes, lockouts and work interruptions); government rules, regulations, suspensions or requisitions of any kind; fires; casualties or accidents. Either party affected by a force majeure event shall promptly upon learning of such event give notice to the other party, stating the nature of the force majeure event, its anticipated duration, and all actions being taken to avoid or minimize its effect.

Triumph Construction LLC. reserves the right to submit claims for additional compensation for the following:

1. Changes in Scope of Work.
2. Loss of Time Due to Others.

Any tax imposed on Triumph Construction, LLC by any law or government entity on the sale or use of the contracting services or fabrications sold by Triumph Construction LLC shall be in addition to the sales price thereof unless a transferrable tax exemption is supplied to Triumph Construction LLC. Use of this quotation is based upon the understanding that Triumph Construction LLC has necessarily assumed certain conditions in order to arrive at its best estimate for performing the required task. Labor is based on a continuous working schedule until job is completed. Any unreasonable down time due to facility operation will result in an additional cost of \$250.00 per hour to the Customer, which will cover all labor and rentals.



(https://www.sos.la.gov/Pages/default.aspx)

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Name	Type	City	Status
TRIUMPH CONSTRUCTION LLC	Limited Liability Company	BATON ROUGE	Active

Previous Names

Business: TRIUMPH CONSTRUCTION LLC
Charter Number: 37029900K
Registration Date: 4/23/2009

Domicile Address

9333 MAMMOTH AVE
BATON ROUGE, LA 70814

Mailing Address

C/O KRISTY ROWE
9333 MAMMOTH AVE
BATON ROUGE, LA 70814

Status

Status: **Active**
Annual Report Status: **In Good Standing**
File Date: 4/23/2009
Last Report Filed: 3/30/2022
Type: Limited Liability Company

Registered Agent(s)

Agent: KRISTY ROWE
Address 1: 9333 MAMMOTH AVE
City, State, Zip: BATON ROUGE, LA 70814
Appointment Date: 4/23/2009

Agent: PATRICK ROWE
Address 1: 9333 MAMMOTH AVE
City, State, Zip: BATON ROUGE, LA 70814
Appointment Date: 6/5/2017

Officer(s)

Additional Officers: No

Officer: PATRICK ROWE
Title: Member, Manager
Address 1: 9333 MAMMOTH AVE
City, State, Zip: BATON ROUGE, LA 70814

Officer: KRISTY ROWE
Title: Manager, Member
Address 1: 9333 MAMMOTH AVE
City, State, Zip: BATON ROUGE, LA 70814

Amendments on File (1)

Description	Date
Domestic LLC Agent/Domicile Change	8/3/2022

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GET HELP

Louisiana State Licensing Board for Contractors

Contractor Information

Business Name	TRIUMPH CONSTRUCTION, LLC
Mailing Address	9333 Mammoth Ave. Baton Rouge, LA 70814
Phone Number	(225) 355-3334
Fax Number	(225) 355-5334
Email Address	kristy@tcbr1.com
Website	http://

Active Licenses

License Number	46747
Type	Commercial License
Status	LICENSED
Effective	01/24/2022
Expiration	01/23/2023
First Issued	01/23/2007
License Number	880717
Type	Residential License
Status	LICENSED
Effective	07/30/2022
Expiration	07/29/2024
First Issued	07/29/2010

Classifications

Class	Qualifying Party	Parishes
BUILDING CONSTRUCTION	Patrick Jermaine Rowe	ALL
BUSINESS AND LAW	Patrick Jermaine Rowe	ALL
BUSINESS AND LAW	Patrick Jermaine Rowe	ALL
HIGHWAY, STREET AND BRIDGE CONSTRUCTION	Keith Lawrence Poret	ALL
MUNICIPAL AND PUBLIC WORKS CONSTRUCTION	Keith Lawrence Poret	ALL
RESIDENTIAL CONSTRUCTION	Patrick Jermaine Rowe	ALL

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Triumph Construction, LLC
9333 Mammoth Avenue
Baton Rouge, LA 70814

SURETY:

(Name, legal status and principal place of business)

The Gray Casualty & Surety Company
P.O. Box 6202
Metairie, LA 70009-6202
Mailing Address for Notices

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

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

OWNER:

(Name, legal status and address)

East Baton Rouge Sheriff's Office Purchasing Division
9430 Jackie Cochran Drive
Baton Rouge, LA 70807

BOND AMOUNT:

20%

Twenty Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Bid# 1065 Training Center Parking Lot

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 15th day of March, 2023.

(Witness)

Triumph Construction, LLC

(Principal)

(Seal)

By:

(Title) Member, Manager

The Gray Casualty & Surety Company

(Surety)

(Seal)

By:

(Title) Benjamin Stine

Attorney-in-Fact



(Witness)

Ashlyn Armentor

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY
GENERAL POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Douglas N. McElveen on behalf of each of the Companies named above its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, 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 of suretyship executed under this authority shall exceed the amount of \$10,000,000.

Surety Bond Number: Bid Bond

Principal: Triumph Construction, LLC

Obligee: East Baton Rouge Sheriff's Office Purchasing Division

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 The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the 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 is hereby authorized to attest to the execution of such Power of Attorney, and to attach 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 signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.



By:

Michael T. Gray

Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest:

Mark S. Manguno

Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Lisa S. Millar

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 15th day of March, 2023.



Mark S. Manguno

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company