

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

**MISSISSIPPI GULF COAST COMMUNITY COLLEGE  
JEFFERSON DAVIS CAMPUS  
2226 SWITZER ROAD  
GULFPORT, MS 39507**

**BID FOR:**

**GULF COAST ECOSYSTEM AND HIDENTORY TRAIL**

**DATE:**

**DECEMBER 4, 2018**

**TIME:**

**2:00 P.M.**

**COR #**

**08365-MC**

BID PROPOSAL

Place Gulfport, MS  
Date: 12-4-18

Proposal of Twin L Construction, Inc. (hereinafter called "Bidder"), organized and existing under the laws of the State of MS, doing business as Corporation\*, Mississippi Gulf Coast Community College, (hereinafter called "Owner").

Gentlemen:

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

**GULF COAST HISTORY AND ECOSYSTEM TRAIL  
JEFFERSON DAVIS CAMPUS**

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 **100** calendar days thereafter as stated hereafter in this proposal. Bidder further agrees to pay as liquidated damages, the sum of **\$500.00** for each consecutive calendar day thereafter as hereinafter provided in Article 4.03 of the Agreement Between Owner and Contractor.

Bidder acknowledges receipt of the following addendum:

- (1) 11-26-18
- (2) 11-29-18

\*Insert corporation, partnership or individual as applies.

Bidder agrees to perform all the work described in the specifications and shown on the plans, for the following **BASE BID LUMP SUM AMOUNT**:

Two hundred thirty eight thousand three hundred eighty <sup>20/100</sup> \$ 238,380.40  
(words) (numerals)

Bidder agrees to perform all work described in Addendum #1 and shown on the plans, for the following **ADDITIVE ALTERNATE 1 LUMP SUM AMOUNT (If selected by the Owner)**:

Sixteen thousand seven hundred seventy <sup>60/100</sup> \$ 16,770.60  
(words) (numerals)

Bidder agrees to perform all work described in Addendum #1 and shown on the plans, for the following **ADDITIVE ALTERNATE 2 LUMP SUM AMOUNT (If selected by the Owner):**

Four thousand four hundred forty six + 75/100 (words) \$ 4446.75 (numerals)

*All blank spaces for bid price must be filled in, in ink or type written, in both words and figures. In case of conflict between words and figures, the 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 attached within 10 days and deliver Bonds as required by Article 5 of the General Conditions.

Respectfully submitted:

Address:

By Richard L. Lohm

Twin L Const Inc.

Title President

8292 Firg-twor Rd

(SEAL if by corporation)

Pass Christ. Mn, MS 39571



REQUEST FOR PERMISSION TO SUBCONTRACT

Gentlemen:

I (We) (the prime contractor) (a subcontractor) propose to subcontract the attached items to Commercial Electrical of Long Beach, ms, named in accordance with Special Provisions providing for subcontracting including in our contract. In the event of your disapproval of this subcontractor or your disapproval of performance of such subcontractor at any time, I (we) agree to perform such items of work with my (our) own organization in full compliance with all applicable terms of our contract. I (We) agree that this procedure will not relieve us of any of the responsibilities under our contract.

**It is agreed and understood that the owner has the right to approve subcontractors.** It is agreed and understood that the approval or disapproval of the subcontractor and approval or disapproval of the performance of subcontractor does not create or impute any liability or contractual obligation by and between the subcontractor and the City.

I (We) the prime contractor agree that this procedure will not relieve us of any of the responsibilities and obligations of our contract and I (we) shall indemnify and save harmless the City from all claims, demands, suits, damages, costs, and expenses and loss (including attorney's fees) arising or resulting from this subcontract.

I (We) certify that said party is particularly experienced and equipped for such work and that the subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract and that all pertinent conditions and requirements of our contract with the City covering this project have been explained to the proposed subcontractor, and that when applicable federally required contract provisions are physically incorporated into the agreement furnished to the subcontractor.

I (We) agree to furnish you with certified copies of such subcontract evidence in writing upon request.

**NOTE: The subcontract items of all sub-contractors shall not exceed 30% of contract exclusive of specialty items.**

Abdul Laem  
Contractor's Signature

12-4-18  
Date

\_\_\_\_\_  
Engineer

\_\_\_\_\_  
Date

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ Twin L Construction, Inc. \_\_\_\_\_ as principal, and  
\_\_\_\_\_ Endurance Assurance Corporation \_\_\_\_\_ as Surety, are hereby  
held and firmly bound unto \_\_\_\_\_ Mississippi Gulf Coast Community College \_\_\_\_\_ as Owner  
in the penal sum of \_\_\_\_\_ Five Percent (5%) of Total Amount Bid \_\_\_\_\_  
for the payment of which, well and truly to be made, we hereby jointly and severally bind  
ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 4th day of December, 20 18.

The Condition of the above obligations is such that whereas the Principal has submitted to  
\_\_\_\_\_ Mississippi Gulf Coast Community College \_\_\_\_\_ a certain Bid,

attached hereto and hereby made a part hereof to enter into a contract in writing, for the

\_\_\_\_\_ Gulf Coast History and Ecosystem Trail \_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulated and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Twin L Construction, Inc.

  
*Robert Lee* (L.S.)  
Principal

Endurance Assurance Corporation  
Surety

By: *Garrett Turner*  
Garrett Turner, Attorney-in-Fact

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

ENDURANCE ASSURANCE CORPORATION

POAA000008745 114

POWER OF ATTORNEY

Know all Men by these Presents, that ENDURANCE ASSURANCE CORPORATION, a Delaware corporation (the "Corporation"), with offices at 4 Manhattanville Road, 3rd Floor, Purchase, NY 10577, has made, constituted and appointed and by these presents, does make, constitute and appoint MARY CATHERINE TURNER, GARRETT TURNER, MEGHANN CATHERINE TURNER its true and lawful Attorney(s)-in-fact, at BATON ROUGE in the State of LA and each of them to have full power to act without the other controls, to make, execute and deliver 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 agent and representative, assignments, 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 Corporation for any portion of the penal sum thereof in excess of the sum of TEN MILLION Dollars (\$10,000,000).

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

This appointment is made under and by authority of certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on the 9th of January, 2014, 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 Board of Directors of the Corporation by unanimous written consent on January 9, 2014 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that in granting powers of attorney pursuant to certain resolutions adopted by the Board of Directors of the Corporation by unanimous written consent on January 9, 2014, the signature of such directors and officers and the seal of the Corporation 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 Corporation in the future with respect to any bond or undertaking to which it is attached.

This Power of Attorney shall expire and all authority hereunder shall terminate without notice at midnight (Standard Time where said attorney(s)-in-fact is authorized to act.) December 7, 2019

IN WITNESS WHEREOF, the Corporation has caused these presents to be duly signed and its corporate seal to be hereunto affixed and attested this 21st day of April, 2017 at Purchase, New York.

(Corporate Seal) ATTEST

Marianne L. Wilbert, Senior Vice President

ENDURANCE ASSURANCE CORPORATION

By Sharon L. Sims, Senior Vice President

STATE OF NEW YORK ss: Purchase COUNTY OF WESTCHESTER

On the 21st day of April, 2017 before me personally came SHARON L. SIMS, SENIOR VICE PRESIDENT to me known, who being by me duly sworn, did depose and say that (s)he resides in SECHTELWIS, NEW JERSEY that (s)he is a SENIOR VICE PRESIDENT of ENDURANCE ASSURANCE CORPORATION, the Corporation described in and which executed the above instrument; that (s)he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that (s)he signed his (her) name thereto by like order. (Notarial Seal)



Nicholas James Benenati, Notary Public - My Commission Expires 12/07/2019

CERTIFICATE

STATE OF NEW YORK ss: Purchase COUNTY OF WESTCHESTER

I, CHRISTOPHER DONELAN the PRESIDENT of ENDURANCE ASSURANCE CORPORATION, a Delaware Corporation (the "Corporation"), hereby certify:

- 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of the Corporation 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 Board of Directors of the Corporation by unanimous written consent on January 9, 2014 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 Corporation any and all bonds, undertakings or obligations in surety or co-surety with others: CHRISTOPHER DONELAN, SHARON L. SIMS, MARIANNE L. WILBERT

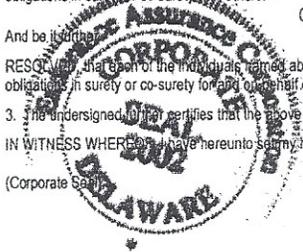
And be it further

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 Corporation.

3. The undersigned, I, do hereby certify 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 4th day of December, 2018

(Corporate Seal)



Christopher Donelan, President

# State of Mississippi

## BOARD OF CONTRACTORS

TWIN L CONSTRUCTION, INC.  
8292 FIRETOWER ROAD  
PASS CHRISTIAN, MS 39571

**ACTIVE**

is duly registered and entitled to perform

- 1) BUILDING CONSTRUCTION 2) MECHANICAL WORK
- 3) MUNICIPAL AND PUBLIC WORKS CONSTRUCTION



*We have herewith set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 19 day of Jan., 2019.*

**CERTIFICATE OF RESPONSIBILITY**

**No. 08365-MC**

Expires Jan. 19, 2019

*Joel A. Canfield,*

CHAIRMAN OF THE BOARD