

SECTION 00 52 43

AGREEMENT FORM – UNIT PRICE

THIS AGREEMENT is by and between City of West Monroe
(hereinafter called OWNER) and Benchmark Construction Group of Louisiana, LLC
(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Improvements to the existing walking trails within Kiroli Park in West Monroe, Louisiana including Milling, Excavation, Class II Base Course, and Asphaltic Concrete with ancillary items.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Kiroli Park Walking Trail Improvements
West Monroe, Louisiana

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by:

Lazenby & Associates, Inc.
2000 North 7th Street
West Monroe, LA 71291

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 270 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 300 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$400.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$400.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 5.01.A below:

A. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

a. 95 % of Work completed (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95 % of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100 % of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

E. CONTRACTOR does not consider that any 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 Documents.

F. CONTRACTOR 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 Contract Documents.

G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7, inclusive);
2. Performance Bond (pages 1 to 4, inclusive);
3. Payment Bond (pages 1 to 4, inclusive);
4. General Conditions (pages 1 to 42, inclusive);
5. Supplementary Conditions (pages 1 to 11, inclusive);
6. Specifications as listed in the table of contents of the Project Manual;
7. Drawings consisting of a cover sheet and plan sheets, inclusive, with each sheet bearing the following general title: Kiroli Park Walking Trail Improvements;
8. Addenda (numbers 1 to 2, inclusive);
9. Exhibits to this Agreement (enumerated as follows):

- a. Notice to Proceed (1 page);
- b. CONTRACTOR's Bid (pages 1 to 6, inclusive);

10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Written Amendments;
- b. Work Change Directives;
- c. Change Order(s).

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

9.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, 2024 (which is the Effective Date of the Agreement).

OWNER:

City of West Monroe

By: _____
Staci Albritton Mitchell, Mayor

[CORPORATE SEAL]

Attest _____

Address for giving notices:

2305 North 7th Street

West Monroe, Louisiana 71291

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

Designated Representative:

Name: Staci Albritton Mitchell

Title: Mayor

Address: 2305 North 7th Street

West Monroe, Louisiana 71291

Phone: (318) 396-2600

Facsimile: _____

CONTRACTOR:

Benchmark Construction Group of Louisiana, LLC

By: _____

[CORPORATE SEAL]

Attest _____

Address for giving notices:

382 Guthrie Road

Sterlington, LA 71280

License No. 47179
(Where applicable)

Agent for service of process: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)
Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

END OF DOCUMENT

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: City of West Monroe
2305 North 7th Street
West Monroe, LA 71291

BID FOR: Kiroli Park Walking Trail Improvements
West Monroe, Louisiana
L&A, Inc. Project No. 21E041.00

The undersigned bidder hereby declares and represents that she/he: a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Lazenby & Associates, Inc. and dated: July 9, 2024

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following ADDENDA: (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) 1 + 2

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * but not alternates) the sum of:

one million seven hundred six thousand & ninety five Dollars (\$ 1,076,095)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

two hundred & eighty four thousand four hundred Dollars (\$ 284,487)
+ eighty seven

Alternate No. 2 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

one hundred & thirty one thousand one hundred & Dollars (\$ 131,163)
sixty three

Alternate No. 3 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

N/A Dollars (\$)

NAME OF BIDDER: Benchmark Construction Group of LA LLC

ADDRESS OF BIDDER: 382 Guthrie Rd
Sterlington LA 71280

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 47179

NAME OF AUTHORIZED SIGNATORY OF BIDDER: Zach Briston

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: Owner

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: [Signature]

DATE: 9/11/24

THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

** A CORPORATE RESOLUTION OR WRITTEN EVIDENCE of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA R.S. 38:2218(A) attached to and made a part of this bid.

LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

BID FOR: Kiroli Park Walking Trail Improvements
West Monroe, Louisiana
L&A, Inc. Project No. 21E041.00

TO: City of West Monroe
2305 North 7th Street
West Monroe, LA 71291

(Owner to provide name of project and other identifying information)

(Owner to provide name and address of owner)

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

CLEARING AND GRUBBING			REMOVAL OF STRUCTURES & OBSTRUCTIONS			CLASS II BASE COURSE (6" THICK) (STONE, CRUSHED CONCRETE OR SOIL CEMENT, 6% BY VOLUME)			AGGREGATE SURFACE COURSE (NET SECTION)			ASPHALTIC CONCRETE			COLD PLANING ASPHALTIC PAVEMENT (4" THICK)			CROSS DRAIN PIPE (12" STEEL)			RIPRAP (30 LB., 18" THICK)		
DESCRIPTION: REF. NO.	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	UNIT PRICE	UNIT OF MEASURE	QUANTITY	UNIT PRICE EXTENSION (Quantity times Unit Price)	DESCRIPTION: REF. NO.	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	UNIT PRICE	UNIT OF MEASURE	QUANTITY	UNIT PRICE EXTENSION (Quantity times Unit Price)	DESCRIPTION: REF. NO.	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	UNIT PRICE	UNIT OF MEASURE	QUANTITY	UNIT PRICE EXTENSION (Quantity times Unit Price)	DESCRIPTION: REF. NO.	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt. #	UNIT PRICE	UNIT OF MEASURE	QUANTITY	UNIT PRICE EXTENSION (Quantity times Unit Price)
201-01-00100		25,000	LUMP SUM	1	25,000	202-01-00100		15,000	LUMP SUM	1	15,000	302-02-02000		26	SQUARE YARD	6282.5	163,345	401-01-00100		130	CUBIC YARD	115.4	15,002
502-03-00100		188,475	SQUARE YARD	6282.5	188,475	509-01-00100		70	SQUARE YARD	6282.5	439,775	701-01-01000		250	LINEAR FEET	20	5000	711-01-03020		100	SQUARE YARD	146	14,600

Word for "DESCRIPTION" is to be provided by the Owner.
All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.

LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

BID FOR: Kiroli Park Walking Trail Improvements
West Monroe, Louisiana
L&A, Inc. Project No. 21E041.00

TO: City of West Monroe
2305 North 7th Street
West Monroe, LA 71291

(Owner to provide name of project and other identifying information)

(Owner to provide name and address of owner)

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

TEMPORARY SIGNS AND BARRICADES			
DESCRIPTION: REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE EXTENSION (Quantity times Unit Price)
713-01-00100	1	LUMP SUM	5,000
MOBILIZATION			
DESCRIPTION: REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE EXTENSION (Quantity times Unit Price)
727-01-00100	1	LUMP SUM	55,000
PLASTIC PAVEMENT MARKING (THERMOPLASTIC 90 MIL)(4" WIDTH)			
DESCRIPTION: REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE EXTENSION (Quantity times Unit Price)
732-01-01000	192	LINEAR FEET	25
CONCRETE ROOT BARRIER			
DESCRIPTION: REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE EXTENSION (Quantity times Unit Price)
TC-MSC-18080	2266	LINEAR FEET	53
PROJECT SIGN			
DESCRIPTION: REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE EXTENSION (Quantity times Unit Price)
S-001	1	LUMP SUM	5,000
FINAL CLEANUP & EROSION CONTROL			
DESCRIPTION: REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE EXTENSION (Quantity times Unit Price)
S-002	1	LUMP SUM	20,000
CLEARING AND GRUBBING			
DESCRIPTION: REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE EXTENSION (Quantity times Unit Price)
201-01-00100	1	LUMP SUM	15,000
REMOVAL OF STRUCTURES & OBSTRUCTIONS			
DESCRIPTION: REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE EXTENSION (Quantity times Unit Price)
202-01-00100	1	LUMP SUM	5,000

Wordings for "DESCRIPTION" is to be provided by the Owner.

All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.

LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

TO: City of West Monroe
2305 North 7th Street
West Monroe, LA 71291

BID FOR: Kiroli Park Walking Trail Improvements
West Monroe, Louisiana
L&A, Inc. Project No. 21E041.00

(Owner to provide name and address of owner)

(Owner to provide name of project and other identifying information)

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION: <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt. # 1		CLASS II BASE COURSE (6" THICK) (STONE, CRUSHED CONCRETE OR SOIL CEMENT, 6% BY VOLUME)	
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE
302-02-02000	1310.8	SQUARE YARD	30
			39,324
DESCRIPTION: <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt. # 1		AGGREGATE SURFACE COURSE (NET SECTION)	
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE
401-01-00100	25.9	CUBIC YARD	250
			6475
DESCRIPTION: <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt. # 1		ASPHALTIC CONCRETE	
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE
502-03-00100	1310.8	SQUARE YARD	35
			45,878
DESCRIPTION: <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt. # 1		COLD PLANING ASPHALTIC PAVEMENT (4" THICK)	
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE
509-01-00100	1310.8	SQUARE YARD	75
			98,310
DESCRIPTION: <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt. # 1		TEMPORARY SIGNS AND BARRICADES	
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE
713-01-00100	1	LUMP SUM	5,000
			5,000
DESCRIPTION: <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt. # 1		MOBILIZATION	
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE
727-01-00100	1	LUMP SUM	25,000
			25,000
DESCRIPTION: <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt. # 1		CONCRETE ROOT BARRIER	
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE
TC-MSC-18080	575	LINEAR FEET	60
			34,500
DESCRIPTION: <input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt. # 1		FINAL CLEANUP & EROSION CONTROL	
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE
S-002	1	LUMP SUM	10,000
			10,000

Wordings for "DESCRIPTION" is to be provided by the Owner.

All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.

LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

TO: City of West Monroe
2305 North 7th Street
West Monroe, LA 71291

BID FOR: Kiroli Park Walking Trail Improvements
West Monroe, Louisiana
L&A, Inc. Project No. 21E041.00

(Owner to provide name and address of owner)

(Owner to provide name of project and other identifying information)

UNIT PRICES: This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

CLEARING AND GRUBBING			REMOVAL OF STRUCTURES & OBSTRUCTIONS			CLASS II BASE COURSE (6" THICK) (STONE, CRUSHED CONCRETE OR SOIL CEMENT, 6% BY VOLUME)			AGGREGATE SURFACE COURSE (NET SECTION)			ASPHALTIC CONCRETE			COLD PLANING ASPHALTIC PAVEMENT (4" THICK)			TEMPORARY SIGNS AND BARRICADES			MOBILIZATION		
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt. # 2	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE		
201-01-00100	1	LUMP SUM	5,000	5,000																			
202-01-00100	1	LUMP SUM	5,000	5,000																			
302-02-02000	399.4	SQUARE YARD	40	15,976																			
401-01-00100	8.7	CUBIC YARD	860	7,482																			
502-03-00100	399.4	SQUARE YARD	50	19,970																			
509-01-00100	399.4	SQUARE YARD	75	29,955																			
713-01-00100	1	LUMP SUM	2,500	2,500																			
727-01-00100	1	LUMP SUM	20,000	20,000																			

Working for "DESCRIPTION" is to be provided by the Owner.

All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.

UNIT PRICE FORM

West Monroe, LA 71291

L&A, Inc. Project No. 21E041.00

(Owner to provide name of project and other identifying information)

[illegible][illegible]

All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.

SECTION 00 43 13

BID BOND

BIDDER (Name and Address):

Benchmark Construction Group of LA LLC
382 Guthrie Rd
Sterlington LA

SURETY (Name and Address of Principal Place of Business):

Lexon Insurance Company
12890 Lebanon Rd
Mount Juliet TN 37122

OWNER (Name and Address):

City of West Monroe
2305 North 7th Street
West Monroe, LA 71291

BID

BID DUE DATE: 9 12 24

PROJECT (Brief Description Including Location):

Kiroli Park Walking Trail Improvements
West Monroe, Louisiana L&A, Inc. Project No. 21E041.00

BOND

BOND NUMBER: _____

DATE (Not later than Bid due date): 9.11.24

PENAL SUM: Five Percent (5%) of the amount bid
(Words) (Figures)

IN WITNESS WHEREOF, 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

Benchmark Construction Group of LA LLC (Seal)
Bidder's Name and Corporate Seal

By: [Signature]
Signature and Title

Attest: [Signature] Witness
Signature and Title

SURETY

Lexon Insurance Company (Seal)
Surety's Name and Corporate Seal

By: [Signature]
Gary T. Eastman Signature and Title
(Attach Power of Attorney)

Attest: [Signature]
Signature and Title

- Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

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.

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 and 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 or 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.

END OF DOCUMENT

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation ('EAC'), Endurance American Insurance Company, a Delaware corporation ('EAIC'), Lexon Insurance Company, a Texas corporation ('LIC'), and/or Bond Safeguard Insurance Company, a South Dakota corporation ('BSIC'), each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Gary Eastman is 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 hereof in excess of the sum of **One Hundred Million (\$100,000,000.00)**

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 board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC, 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 each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC 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 hereto 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 25th day of May, 2023.

Endurance Assurance Corporation

Endurance American Insurance Company

Lexon Insurance Company

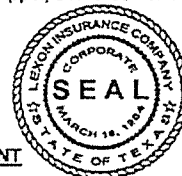
Bond Safeguard Insurance Company

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

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

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

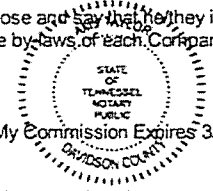
Richard M Appel
 By: Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 25th day of May, 2023, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

Amy Taylor
 By: Amy Taylor, Notary Public - My Commission Expires 3/9/27



CERTIFICATE

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 board of directors of each Company by unanimous written consent effective the 30th day of March, 2023 for BSIC and LIC and the 17th day of May, 2023 for EAC and EAIC 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, MATTHEW E. CURRAN, MARGARET HYLAND, SHARON L. SIMS, CHRISTOPHER L. SPARRO, 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 11th day of September, 20 24

Daniel S. Longe
 By: Daniel S. Longe, 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

State of
Louisiana
Secretary of
State



COMMERCIAL DIVISION
225.925.4704

Fax Numbers
225.932.5317 (Admin. Services)
225.932.5314 (Corporations)
225.932.5318 (UCC)

Name	Type	City	Status
BENCHMARK CONSTRUCTION GROUP OF LOUISIANA, L.L.C.	Limited Liability Company	STERLINGTON	Active

Previous Names

BENCHMARK GROUP OF LOUISIANA, L.L.C. (Changed: 7/2/2007)

THE BRISTER GROUP, L.L.C. (Changed: 6/26/2006)

Business: BENCHMARK CONSTRUCTION GROUP OF LOUISIANA, L.L.C.

Charter Number: 35896112K

Registration Date: 3/10/2005

Domicile Address

382 GUTHRIE RD
STERLINGTON, LA 71280

Mailing Address

C/O ZACHARY SCOTT BRISTER
382 GUTHRIE ROAD
STERLINGTON, LA 71280

Status

Status: Active

Annual Report Status: In Good Standing

File Date: 3/10/2005

Last Report Filed: 4/1/2024

Type: Limited Liability Company

Registered Agent(s)

Agent:	ZACHARY SCOTT BRISTER
Address 1:	382 GUTHRIE ROAD
City, State, Zip:	STERLINGTON, LA 71280
Appointment Date:	3/10/2005

Officer(s)

Additional Officers: No

Officer:	ZACHARY SCOTT BRISTER
Title:	Manager, Member
Address 1:	382 GUTHRIE RD.
Address 2:	382 GUTHRIE RD
City, State, Zip:	STERLINGTON, LA 71280

Amendments on File (3)

Description	Date
Name Change	6/26/2006
Name Change	7/2/2007
Domestic LLC Agent/Domicile Change	4/28/2010

Print