

CONTRACT AGREEMENT  
FOR THE  
LAPLACE (PEAVINE) BOAT LAUNCH  
REPAIRS AND IMPROVEMENTS

PROJECT NO. 48 PARA 3602  
FUNDING BY LOUISIANA OFFICE OF COMMUNITY DEVELOPMENT –  
DISASTER RECOVERY UNIT

MARCH 7, 2016

BURK-KLEINPETER, INC.  
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

4176 CANAL STREET  
BKI NO. NO.13.044

NEW ORLEANS, LA.  
SET NO. \_\_\_\_\_

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FOR THE

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NEW ORLEANS, LA.

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# LOUISIANA UNIFORM PUBLIC WORK BID FORM

**TO:** St John the Baptist Parish  
1801 W. Airline Highway  
LaPlace LA 70068  
Purchasing & Procurement Department

**BID FOR:** LaPlace (Peavine) Boat Launch Repairs  
and Improvements  
Project Number

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: \_\_\_\_\_

Burk-Kleinpeter, Inc. and dated: September 1, 2015  
(Owner to provide name of entity preparing bidding documents.)

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) ADDENDUM No. 1.

**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:

TWO HUNDRED THOUSAND, FOUR HUNDRED THIRTY-THREE AND SEVENTY SIX CENTS Dollars (\$ 200,433.76 )

**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** (Add repairing the existing pier and constructing an additional 100 feet of pier) for the lump sum of:

EIGHTY SIX THOUSAND, THREE HUNDRED NINE AND NINETY EIGHT CENTS Dollars (\$ 86,309.98 )

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

N/A Dollars (\$ N/A )

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

N/A Dollars (\$ N/A )

**NAME OF BIDDER:** COASTAL MARINE CONTRACTORS, LLC

**ADDRESS OF BIDDER:** 330 BAYOU LIBERTY ROAD  
SLIDELL, LA 70458

**LOUISIANA CONTRACTOR'S LICENSE NUMBER:** 53308

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** TRAVIS WARRINER

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** MEMBER

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

**DATE:** OCTOBER 6, 2015

\* 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.

\*\* If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212(O).

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

Addendum #1

**LOUISIANA UNIFORM PUBLIC WORK BID FORM  
UNIT PRICE FORM**

**TO:** St John the Baptist Parish  
1801 W. Airline Highway  
LaPlace LA 70068  
Purchasing & Procurement Department

**BID FOR:** LaPlace (Peavine) Boat Launch Repairs  
and Improvements  
Project Number

**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 checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	Mobilization for Dredging	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
1	Lump	Lump Sum	\$24,720.00	\$24,720.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	Dredging		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
2	3525	Cubic Yard	\$43.09	\$151,892.25
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	Navigation Buoy w/ Light Assembly		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
3	8	Each	\$1,000.00	\$8,000.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	Exterior Lighting		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
4	1	Lump Sum	\$5,776.51	\$5,776.51
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	Hydro Seeding		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
5	2.45	Acre	\$4,100.00	\$10,045.00
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.#	Mobilization for Pier Construction		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
6	Lump	Lump Sum	\$20,000.00	\$20,000.00
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.#	Class "B" Treated Timber Piles		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
7	800	Linear Foot	\$50.00	\$40,000.00
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.#	Treated Timber		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
8	4.50	MFBM	\$4,244.44	\$19,099.98
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.#	Galvanized Steel Fabrications		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
9	1,400	Pound	\$5.15	\$7,210.00

**Wording 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;**

**BURK-KLEINPETER, INC.**

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

CHAIRMAN OF THE BOARD  
WM. R. "BIFF" BURK, III, PE

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4176 CANAL STREET, NEW ORLEANS, LA 70119-5994  
TELEPHONE (504) 486-5901 FAX (504) 488-1714  
P.O. BOX 19087, NEW ORLEANS, LA 70119-0087  
WWW.BKIUSA.COM



OVER 100 YEARS OF SERVICE

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EMERITUS  
JOSEPH H. PRANGE, JR., PE

WILLIAM R. BURK, JR., 1912-1986

October 28, 2015

Mr. Travis Warriner  
Coastal Marine Contractors, L.L.C.  
330 Bayou Liberty Road  
Slidell, LA 70458

Re: LaPlace (Peavine) Boat Launch  
Repairs and Improvements  
CDBG Project No. 48 PARA 3602  
BKI Project NO.13.044

Dear Mr. Warriner:

St. John the Baptist Parish has awarded your bid for the LaPlace (Peavine) Boat Launch Repairs and Improvements. CDBG Funding has been secured for both the Base Bid as well as Alternate #1. Per the contract agreement, attached are six copies of the construction plans, specifications, and addenda for your use on the project.

We look forward to continue working with you and your staff on this important assignment.

Sincerely,

BURK - KLEINPETER, INC.  
ENGINEERS, ARCHITECTS, PLANNERS,  
AND ENVIRONMENTAL SCIENTISTS

Henry M. Picard, III, P.E., P.L.S.  
Vice President

CC: Laverne Saulny – St. John the Baptist Parish



SECTION 00 52 13

AGREEMENT

THIS AGREEMENT, made and executed in SIX (6) original copies on this 07 day of  
MARCH in the year 20 16 by and between:

St. John the Baptist Parish

(hereinafter called the OWNER) and

Coastal Marine Contractors, L.L.C.

(hereinafter called the CONTRACTOR)

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

Article 1 WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents in conjunction with:

LaPlace (Peavine) Boat Launch Repairs and Improvements

Article 2. ENGINEER.

The Plans and Specifications have been prepared by Burk-Kleinpeter, Inc., 4176 Canal St. New Orleans, LA 70119 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 completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1 The Work will be substantially completed within 120 calendar days (Base Bid – 60 days, Add Alternate #1 – 60 days) from the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and the OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof

allowed in accordance with Article 12 of the General Conditions. They 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 the amount of Five Hundred Dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete.

Article 4. CONTRACT PRICE.

4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds the sum of (subject to adjustment as provided in the Contract Documents):

Two Hundred Eighty Six Thousand Seven Hundred Forty Three & 74/100-----  
----- Dollars (\$ 286,743.74 ).

Article 5. PAYMENT PROCEDURES.

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.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, once each month during construction. All progress payments will be on the basis of progress of the Work measured by the schedule of values established in paragraph 2.9 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.

5.2 Pursuant to LA R.S. - 38:2248 (Public Contract Law), Owner shall withhold retainage from each progress payment until payment is due under the terms and conditions governing substantial completion or final payment. Retainage shall be ten percent of the amount of work completed to date if the contract amount is up to \$500,000 and five percent of the work complete to date if the contract amount is over \$500,000.

5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions and Supplementary Conditions SC-9. OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER

Article 6. CONTRACTOR'S REPRESENTATIONS.

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

6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work site, locality and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

6.2 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

6.3 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

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

Article 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the contract between OWNER and CONTRACTOR, attached hereto and made a part hereof, consist of the documents listed in Table of Contents, and the documents identified below.

- a. Bid
- b. Bid Bond
- c. Agreement
- d. Payment Bond
- e. Performance Bond
- f. Notice of Award
- g. Notice to Proceed (To be provided at a later date)
- h. Drawings prepared by Burk-Kleinpeter, Inc., Sheets 1-22 dated September 1, 2015.
- i. Specifications prepared by Burk-Kleinpeter, Inc. dated September 1, 2015.
- j. Addendum #1 prepared by Burk-Kleinpeter, Inc. dated September 24, 2015.

Article 8. MISCELLANEOUS.

8.1 Terms used in this Contract which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents 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.

8.3 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.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Contract the day and year first above written.

OWNER

CONTRACTOR

St. John the Baptist Parish

Coastal Marine Contractors, L.L.C.

72-6001235  
Federal Identification No.

20-1504767  
Federal Identification No.

Natalie Robottom  
By Natalie Robottom

[Signature]  
By Travis Warriner

Title Parish President

Title Member

Attest [Signature]

Attest [Signature]

Address for giving notices

Address for giving notices

1801 W. Airline Highway

330 Bayou Liberty Road

LaPlace, LA 70068

Slidell, LA 70458

License No. 53308

Agent for service of process:

GARY LEBLANC

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

(SEAL)

**COASTAL  
MARINE  
CONTRACTORS, LLC**

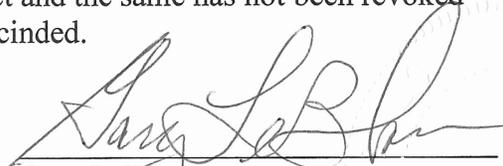
P.O. Box 1112  
Slidell, LA 70459  
(985) 641-6243 Off  
(985) 641-6223 Fax  
[www.coastalmc.com](http://www.coastalmc.com)

CORPORATE RESOLUTION

I, Gary LeBlanc, Corporate Secretary of Coastal Marine Contractors, LLC, hereby certify that the following is a true copy of a RESOLUTION duly adopted by Coastal Marine Contractors, LLC, which is in full force and effect on this date.

Be it resolved that Travis Warriner, Member, be and is hereby appointed, constituted and designated as Agent and Attorney-In-Fact of the Organization with full power and authority to act on behalf of this Organization in all negotiations, bidding, concerns and transactions, including but not limited to, the execution of all Bids, Papers, Documents, Affidavits, Bonds, Sureties, Contracts and Acts and to receive and receipt thereof all purchase orders and notices issued pursuant to the provisions of any such Bid or Contract; this Corporation hereby ratifying, approving, confirming and accepting each and every such Act performed by said Agent and Attorney-In-Fact.

I hereby certify the foregoing to be true and correct and the same has not been revoked or rescinded.



Gary LeBlanc  
CORPORATE SECRETARY  
Coastal Marine Contractors, LLC

02-05-16  
DATE

SECTION 00 61 13.13

PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS:** that Coastal Marine Contractors, L.L.C. (Name of Contractor)  
330 Bayou Liberty Road, Slidell, LA 70458 (Address of Contractor)  
 a Corporation (Corporation, Partnership, or Individual),  
 hereinafter called Principal, and SureTec Insurance Company (Name of Surety)  
1330 Post Oak Blvd., Suite 1100 Houston, TX 77056 (Address of Surety)  
 hereinafter called Surety, are held and firmly bound unto St. John the Baptist Parish (Name of Owner)  
1801 W. Airline Highway LaPlace, LA 70068 (Address of Owner)  
 hereinafter called Owner, in the penal sum of Two Hundred Eighty Six Thousand Seven Hundred Fort Three and 74/100 Dollars, \$( 286,743.74 ) in lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain contract with the Owner, dated the 07 day of MARCH, 20 16, a copy of which is hereto attached and made a part hereof for the construction of:

LaPlace (Peavine) Boat Launch Repairs and Improvements

**NOW, THEREFORE**, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

**PROVIDED, FURTHER**, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications.

**PROVIDED, FURTHER**, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

**IN WITNESS WHEREOF**, this instrument is executed in Six (6) counterparts, each one of which shall be deemed an original, this the 07 day of MARCH, 20 16.

ATTEST:

[Signature]  
(PRINCIPAL) SECRETARY

(SEAL)

[Signature]  
WITNESS AS TO PRINCIPAL

ATTEST:

[Signature]  
WITNESS AS TO SURETY

Coastal Marine Contractors, L.L.C.

PRINCIPAL (BIDDER)

By: [Signature]  
AUTHORIZED OFFICER-OWNER-PARTNER

330 Bayou Liberty Road

Slidell, LA 70458

ADDRESS

SureTec Insurance Company

SURETY

By: [Signature] (SEAL)  
ATTORNEY-IN-FACT

Meghann C. Turner

TYPED OR PRINTED NAME

**COUNTERSIGNATURE**

I certify that I am, as of the date of this Bond, contracted with the surety company or bond issuer as an agent of the company or issuer as a licensed agent in the State of Louisiana in good standing with the Louisiana Insurance Commission.

By: [Signature]

Meghann C. Turner

TYPED OR PRINTED NAME

479209

AGENT LICENSE NUMBER

Surety Bond Brokers

NAME OF AGENCY

6709 Perkins Road

Baton Rouge, LA 70808

ADDRESS

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

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.

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, GARY LISBLANC, certify that I am the Secretary of the Corporation named as Principal in the within bond; that TRAVIS WARRINOR who signed the said bond on behalf of the Principal was then MEMBER of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to on behalf of said corporation by authority of this governing body.

Signature :

Gary Lisblanc  
SECRETARY  
(Corporate Seal)

Title:

**CERTIFICATE AS TO SURETY**

I, Meghann C. Turner, certify that I am the Attorney-in-Fact of the Surety who signed the bond. I certify that we are licensed to do business in the State of Louisiana and are currently recognized by the U. S. Department of the Treasury as acceptable sureties.

Signature:

Meghann C. Turner  
Meghann C. Turner, Attorney-in-Fact

Title:

Power of Attorney for person signing for surety company must be attached to bond.

END OF SECTION 00 61 13.13

SECTION 00 61 13.16

PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS:** that Coastal Marine Contractors, L.L.C. (Name of Contractor)  
330 Bayou Liberty Road, Slidell, LA 70458 (Address of Contractor)  
 a Corporation (Corporation, Partnership, or Individual),  
 hereinafter called Principal, and SureTec Insurance Company (Name of Surety)  
1330 Post Oak Blvd., Suite 1100 Houston, TX 77056 (Address of Surety)  
 hereinafter called Surety, are held and firmly bound unto St. John the Baptist Parish (Name of Owner)  
1801 W. Airline Highway LaPlace, LA 70068 (Address of Owner)  
 hereinafter called Owner, in the penal sum of Two Hundred Eighty Six Thousand Seven Hundred Fort Three and 74/100 Dollars, \$( 286,743.74 ) in lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain contract with the Owner, dated the 07 day of MARCH, 2016, a copy of which is hereto attached and made a part hereof for the construction of:

LaPlace (Peavine) Boat Launch Repairs and Improvements

**NOW, THEREFORE**, if the Principal shall promptly make payment to all persons, firms, Subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said Work, and for all labor, performed in such Work whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

**PROVIDED, FURTHER**, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications.

**PROVIDED, FURTHER**, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

**IN WITNESS WHEREOF**, this instrument is executed in Six (6) counterparts, each one of which shall be deemed an original, this the 07 day of MARCH, 2016.

ATTEST:

[Signature]  
(PRINCIPAL) SECRETARY

(SEAL)

[Signature]  
WITNESS AS TO PRINCIPAL

ATTEST:

[Signature]  
WITNESS AS TO SURETY

Coastal Marine Contractors, L.L.C.  
PRINCIPAL (BIDDER)

By: [Signature]  
AUTHORIZED OFFICER-OWNER-PARTNER

330 Bayou Liberty Road  
Slidell, LA 70458  
ADDRESS

SureTec Insurance Company  
SURETY

By: Meghann C. Turner (SEAL)  
ATTORNEY-IN-FACT

Meghann C. Turner  
TYPED OR PRINTED NAME

COUNTERSIGNATURE

I certify that I am, as of the date of this Bond, contracted with the surety company or bond issuer as an agent of the company or issuer as a licensed agent in the State of Louisiana in good standing with the Louisiana Insurance Commission.

By: Meghann C. Turner  
Meghann C. Turner  
TYPED OR PRINTED NAME

6709 Perkins Road Baton Rouge, LA 70808  
ADDRESS

479209  
AGENT LICENSE NUMBER

Surety Bond Brokers  
NAME OF AGENCY

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

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.

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, GARY LE BLANC, certify that I am the Secretary of the Corporation named as Principal in the within bond; that TRAVIS WARRINER who signed the said bond on behalf of the Principal was then MEMBER of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to on behalf of said corporation by authority of this governing body.

Signature :

Gary LeBlanc

Title:

SECRETARY  
(Corporate Seal)

**CERTIFICATE AS TO SURETY**

I, Meghann C. Turner, certify that I am the Attorney-in-Fact of the Surety who signed the bond. I certify that we are licensed to do business in the State of Louisiana and are currently recognized by the U. S. Department of the Treasury as acceptable sureties.

Signature:

Meghann C. Turner

Title:

Meghann C. Turner, Attorney-in-Fact

Power of Attorney for person signing for surety company must be attached to bond.

END OF SECTION 00 61 13.16

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents,** That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Mary Catherine Turner, Meghann C. Turner, Garrett Turner

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million Dollars and no/100 (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2016 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

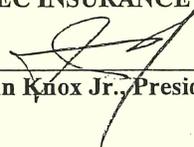
*Be it Resolved,* that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved,* that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof,** SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

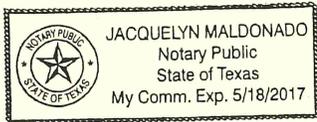
SURETEC INSURANCE COMPANY

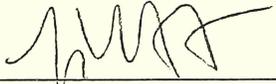
By:   
John Knox Jr., President



State of Texas                      ss:  
County of Harris

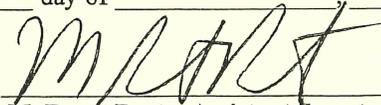
On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; 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 Company; and that he signed his name thereto by like order.



  
Jacquelyn Maldonado, Notary Public  
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this \_\_\_\_\_ day of \_\_\_\_\_, A.D.

  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SECTION 00 61 26

BID BOND FORMS

\*\*\* Coastal Marine Contractors, LLC

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \*\*\* as Principal, and SureTec Insurance Company, as Surety, are hereby held and firmly bound into Parish of St. John the Baptist, as owner in the penal sum of Five Percent (5%) of Total Amount Bid for which, well and truly to be made, hereby jointly and severally bind ourselves, our heirs, executives, administrators, successors and assigns.

Signed, this 6th day of October, 2015.

The condition of the above obligation is such that whereas the Principal has submitted to Parish of St. John the Baptist, a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the Laplace (Peavine) Boat Launch Repairs and Improvements.

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/her 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 stipulates and agrees, that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of 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 these presents to be signed by their proper officers, the day and year first set forth herein above.

Coastal Marine Contractors, LLC

Principal: By: [Signature] (L.S.)

Surety: SureTec Insurance Company

By: Meghann C. Turner  
Meghann C. Turner, Attorney-in-Fact

SEAL

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, GARY LE BLANC, certify that I am the Secretary of the Corporation named as Principal in the within bond; that TRAVIS WARRINER who signed the said bond on behalf of the Principal was then MEMBER of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, for, and on behalf of said corporation by authority of this governing body.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

(Corporate Seal)

**CERTIFICATE AS TO SURETY**

I, Meghann C. Turner, certify that I am the Attorney-in-Fact of the Surety who signed the bond. I certify that we are licensed to do business in the State of Louisiana and are currently recognized by the U. S. Department of the Treasury as acceptable sureties.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Power of Attorney for person signing for surety company must be attached to bond.

END OF SECTION 00 61 26

# SureTec Insurance Company

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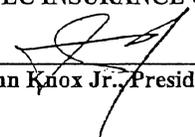
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*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

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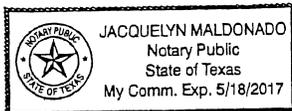
SURETEC INSURANCE COMPANY

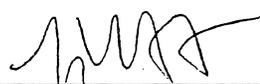
By:   
John Knox Jr., President



State of Texas                    ss:  
County of Harris

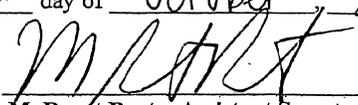
On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; 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 Company; and that he signed his name thereto by like order.



  
Jacquelyn Maldonado, Notary Public  
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 6<sup>th</sup> day of October, 2015, A.D.

  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Laris Insurance Agency, LLC 810 Crescent Ave. P.O. Box 559 Lockport LA 70374	CONTACT NAME: Gia Morris	
	PHONE (A/C, No. Ext): (985) 532-5576 FAX (A/C, No): (985) 532-5001 E-MAIL ADDRESS: gia@larisinsurance.com	
INSURED Coastal Marine Contractors, LLC P. O. Box 1112 Slidell LA 70459	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Atlantic Specialty Ins Co	27154
	INSURER B: Houston Specialty Ins Co	12936
	INSURER C: Underwriters at Lloyds	
	INSURER D: PMA Insurance Group & ALMA	
	INSURER E: Starr Indemnity & Liability Co	38318
	INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 2015/07

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			B5JH9063215	7/14/2015	7/14/2016	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000	
							MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000	
	OTHER:						\$	
B	AUTOMOBILE LIABILITY			HSLR180465300	7/14/2015	7/14/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist combined \$ 100,000	
C	UMBRELLA LIAB			TMU406644	7/14/2015	7/14/2016	EACH OCCURRENCE \$ 10,000,000	
	EXCESS LIAB						AGGREGATE \$ 10,000,000	
	DED	RETENTION \$		TRC406645	7/14/2015	7/14/2016	EACH OCCURRENCE \$ 5,000,000	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			063268Y WC STATE	7/14/2015	7/14/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	ALMA0140901 WC USL	7/14/2015	7/14/2016	E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
C	HULL & MACHINERY			TRM406642	7/14/2015	7/14/2016	AGREED VALUE SEE SCHEDULE	
	PROTECTION & INDMENITY			TRM406643	7/14/2015	7/14/2016	EACH OCCURRENCE \$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

E.) Policy #V1395015, Pollution Liability \$1,000,000 per occurrence, 7/14/2015 to 7/14/2016.

See Attached Addendum Pages to this Certificate for Additional Coverage Information. Allen Warriner and Tommy Kilbride are excluded from Workers Compensation Coverage.

**CERTIFICATE HOLDER**

Rchopin4@bkusa.com

Burk-Kleinpeter, Inc.  
Attn: Rene Chopin  
4176 Canan Street  
New Orleans, LA 70119

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ross Laris/GIAM



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## Additional Named Insureds

### Other Named Insureds

Coastal Dredging Co., Inc.

Corporation, Additional Named Insured

Pearl River Navigation LLC

Limited Liability Company, Additional Named Insured

## COMMENTS/REMARKS

The Certificate of Insurance to which this addendum is a part of does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon. If any provisions of this addendum conflicts in whole or in part with the terms of the insurance policy(ies), then the provisions of the insurance policy(ies) will prevail.

### Named Insured:

Coastal Marine Contractors, LLC  
Coastal Dredging Company, Inc.  
Pearl River Navigation, LLC

Navigation Limits: Inland and Coastal waters of US Gulf Coastal states from Brownsville, TX to Carrabelle, FL including Intracoastal Waterways, Lakes, Bays and Sounds of LA, MS, TX and AL.

### Hull -

American Institute Hull (June 6, 1977)

Primary and Non-Contributory

Additional Insured/Waiver of Subrogation (Blanket) as per written contract.

### P&I, Collision/Towers -

SP-23 Form

Primary and Non-Contributory

Additional Insured/Waiver of Subrogation (Blanket) as per written contract.

P&I is a per occurrence policy, including Maritime Employers Liability Crew coverage, Jones Act and Death on the High Seas. Including new and/or added and/or acquired and/or chartered and/or managed vessels automatically held covered.

### Pollution Liability -

Pollution is a per occurrence policy.

Additional Insured/Waiver of Subrogation (Blanket) as per written contract.

### Marine Comprehensive General Liability -

Including Products/Completed Operations

Limited Pollution Buyback (72 hour) Endorsement

Primary and Non-Contributory

Including Blanket Waiver of Subrogation as required by written contract

Including Blanket Additional Insureds as required by written contract

Including Action/Over Indemnity Buyback

Gulf of Mexico Extension

In REM

Ship Repairer's Liability

### Workers Compensation -

Limited Other States Insurance

U.S. Longshoremen's & Harborworkers' Act

Blanket Waiver of Subrogation as required by written contract

Alternate Employer

Gulf of Mexico Extension

Outer Continental Shelf Lands Act

### Commercial Automobile Liability -

Blanket Waiver of Subrogation as required by written/signed contract

Blanket Additional Insured as required by written/signed contract

### Excess Liability -

Per Occurrence, Follow form

Additional Assured/Waiver of Subrogation (Blanket) as required by written contract.

Total Liability Limits including Excess: General Liability \$16,000,000; Auto Liability \$16,000,000; Employers Liability \$16,000,000; P&I \$16,000,000; Pollution \$16,000,000

## COMMENTS/REMARKS

All policies will provide thirty (30) days notice of cancellation, (except ten (10) days for non-payment of premium), as well as changes to the policy, only to the first named insured. We are diligently working to resolve this global issue with the carriers, whereby specifically named additional insureds will be afforded cancellation notification also.

### Schedule of Vessels:

"WEST PEARL RIVER": Tug boat - Hull \$192,000; P&I \$1,000,000; Pollution \$1,000,000; Bumpershoot \$15,000,000 xs \$1,000,000.

"MYSTIC" (Port Risk) : Model Bow Tug boat - Hull \$50,000; P&I \$1,000,000; Pollution \$1,000,000; Bumpershoot \$15,000,000 xs \$1,000,000

"JOHN OUZTS" (Port Risk): Lugger Tug - Hull \$150,000; P&I \$1,000,000; Pollution \$1,000,000; Bumpershoot \$15,000,000 xs \$1,000,000

"JERSEY": Push Boat - Hull \$90,000; P&I \$1,000,000; Pollution \$1,000,000; Bumpershoot \$15,000,000 xs \$1,000,000

"CAPT. TRAVIS": Push Boat - Hull \$300,000; P&I \$1,000,000; Pollution \$1,000,000; Bumpershoot \$15,000,000 xs \$1,000,000

"LOU III: Work boat - Hull Collision only \$10,000; P&I \$1,000,000; Pollution \$1,000,000; Bumpershoot \$15,000,000 xs \$1,000,000

"MARSHMASTER": Quater Barge - Hull \$150,000; P&I \$1,000,000; Pollution \$1,000,000; Bumpershoot \$15,000,000 xs \$1,000,000

"CMC 125": Deck Barge - Hull Collision only \$10,000; P&I \$1,000,000; Pollution \$1,000,000; Bumpershoot \$15,000,000 xs \$1,000,000

"2413": Deck Barge - Hull Collision only \$10,000; P&I \$1,000,000; Pollution \$1,000,000; Bumpershoot \$15,000,000 xs \$1,000,000

"HUDSON HANDLER" (Port Risk): Crane/Deck Barge - Hull \$100,000; P&I \$1,000,000; Pollution \$1,000,000; Bumpershoot \$15,000,000 xs \$1,000,000

"7004": Crane/Deck Barge - Hull \$50,000; P&I \$1,000,000; Pollution \$1,000,000; Bumpershoot \$15,000,000 xs \$1,000,000

"CMC-160": Deck Barge - Hull \$50,000; P&I \$1,000,000; Pollution \$1,000,000; Bumpershoot \$15,000,000 xs \$1,000,000

"DEBROAH K WARRINER" (Port Risk): Tug Boat - Hull \$350,000; P&I \$1,000,000; Pollution \$1,000,000; Bumpershoot \$15,000,000 xs \$1,000,000

"POPEYE": Crane/Deck Barge - Hull \$100,000; P&I \$1,000,000; Pollution \$1,000,000; Bumpershoot \$15,000,000 xs \$1,000,000

"CMC 129": Deck Barge - Hull \$75,000; P&I \$1,000,000; Pollution \$1,000,000; Bumpershoot \$15,000,000 xs \$1,000,000

"CLAYTON TRE W": Push Boat - Hull \$351,000; P&I \$1,000,000; Pollution \$1,000,000; Bumpershoot \$15,000,000 xs \$1,000,000

"CMC MAC 1": Production Barge - Hull \$750,000; P&I \$1,000,000; Pollution \$1,000,000; Bumpershoot \$15,000,000 xs \$1,000,000

"HOLLYWOOD 212": Storage Barge - Hull \$150,000; P&I \$1,000,000; Pollution \$1,000,000; Bumpershoot \$15,000,000 xs \$1,000,000

## COMMENTS/REMARKS

"MS ASHLEY": Push Boat - Hull \$100,000; P&I \$1,000,000; Pollution \$1,000,000; Bumbershoot \$15,000,000 xs \$1,000,000

"MADAM ROSE": Push Boat - Hull \$100,000; P&I \$1,000,000; Pollution \$1,000,000; Bumbershoot \$15,000,000 xs \$1,000,000

"CMC 100": Deck Barge - Hull \$50,000; P&I \$1,000,000; Pollution \$1,000,000; Bumbershoot \$15,000,000 xs \$1,000,000

"CMC 126": Deck Barge - Hull \$25,000; P&I \$1,000,000; Pollution \$1,000,000; Bumbershoot \$15,000,000 xs \$1,000,000

"CMC 127": Deck Barge - Hull \$25,000; P&I \$1,000,000; Pollution \$1,000,000; Bumbershoot \$15,000,000 xs \$1,000,000



## Additional Named Insureds

### Other Named Insureds

Coastal Dredging Co., Inc.

Corporation, Additional Named Insured

Pearl River Navigation LLC

Limited Liability Company, Additional Named Insured

## COMMENTS/REMARKS

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Coastal Dredging Company, Inc.  
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Pollution Liability -  
Pollution is a per occurrence policy.  
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Marine Comprehensive General Liability -  
Including Products/Completed Operations  
Limited Pollution Buyback (72 hour) Endorsement  
Primary and Non-Contributory  
Including Blanket Waiver of Subrogation as required by written contract  
Including Blanket Additional Insureds as required by written contract  
Including Action/Over Indemnity Buyback  
Gulf of Mexico Extension  
In REM  
Ship Repairer's Liability

Workers Compensation -  
Limited Other States Insurance  
U.S. Longshoremen's & Harborworkers' Act  
Blanket Waiver of Subrogation as required by written contract  
Alternate Employer  
Gulf of Mexico Extension  
Outer Continental Shelf Lands Act

Commercial Automobile Liability -  
Blanket Waiver of Subrogation as required by written/signed contract  
Blanket Additional Insured as required by written/signed contract

Excess Liability -  
Per Occurrence, Follow form  
Additional Assured/Waiver of Subrogation (Blanket) as required by written contract.

Total Liability Limits including Excess: General Liability \$16,000,000; Auto Liability \$16,000,000; Employers Liability \$16,000,000; P&I \$16,000,000; Pollution \$16,000,000

## COMMENTS/REMARKS

All policies will provide thirty (30) days notice of cancellation, (except ten (10) days for non-payment of premium), as well as changes to the policy, only to the first named insured. We are diligently working to resolve this global issue with the carriers, whereby specifically named additional insureds will be afforded cancellation notification also.

### Schedule of Vessels:

"WEST PEARL RIVER": Tug boat - Hull \$192,000; P&I \$1,000,000; Pollution \$1,000,000; Bumpershoot \$15,000,000 xs \$1,000,000

"MYSTIC" (Port Risk) : Model Bow Tug boat - Hull \$50,000; P&I \$1,000,000; Pollution \$1,000,000; Bumpershoot \$15,000,000 xs \$1,000,000

"JOHN OUZTS" (Port Risk): Lugger Tug - Hull \$150,000; P&I \$1,000,000; Pollution \$1,000,000; Bumpershoot \$15,000,000 xs \$1,000,000

"JERSEY": Push Boat - Hull \$90,000; P&I \$1,000,000; Pollution \$1,000,000; Bumpershoot \$15,000,000 xs \$1,000,000

"CAPT. TRAVIS": Push Boat - Hull \$300,000; P&I \$1,000,000; Pollution \$1,000,000; Bumpershoot \$15,000,000 xs \$1,000,000

"LOU III: Work boat - Hull Collision only \$10,000; P&I \$1,000,000; Pollution \$1,000,000; Bumpershoot \$15,000,000 xs \$1,000,000

"MARSHMASTER": Quater Barge - Hull \$150,000; P&I \$1,000,000; Pollution \$1,000,000; Bumpershoot \$15,000,000 xs \$1,000,000

"CMC 125": Deck Barge - Hull Collision only \$10,000; P&I \$1,000,000; Pollution \$1,000,000; Bumpershoot \$15,000,000 xs \$1,000,000

"2413": Deck Barge - Hull Collision only \$10,000; P&I \$1,000,000; Pollution \$1,000,000; Bumpershoot \$15,000,000 xs \$1,000,000

"HUDSON HANDLER" (Port Risk): Crane/Deck Barge - Hull \$100,000; P&I \$1,000,000; Pollution \$1,000,000; Bumpershoot \$15,000,000 xs \$1,000,000

"7004": Crane/Deck Barge - Hull \$50,000; P&I \$1,000,000; Pollution \$1,000,000; Bumpershoot \$15,000,000 xs \$1,000,000

"CMC-160": Deck Barge - Hull \$50,000; P&I \$1,000,000; Pollution \$1,000,000; Bumpershoot \$15,000,000 xs \$1,000,000

"DEBROAH K WARRINER" (Port Risk): Tug Boat - Hull \$350,000; P&I \$1,000,000; Pollution \$1,000,000; Bumpershoot \$15,000,000 xs \$1,000,000

"POPEYE": Crane/Deck Barge - Hull \$100,000; P&I \$1,000,000; Pollution \$1,000,000; Bumpershoot \$15,000,000 xs \$1,000,000

"CMC 129": Deck Barge - Hull \$75,000; P&I \$1,000,000; Pollution \$1,000,000; Bumpershoot \$15,000,000 xs \$1,000,000

"CLAYTON TRE W": Push Boat - Hull \$351,000; P&I \$1,000,000; Pollution \$1,000,000; Bumpershoot \$15,000,000 xs \$1,000,000

"CMC MAC 1": Production Barge - Hull \$750,000; P&I \$1,000,000; Pollution \$1,000,000; Bumpershoot \$15,000,000 xs \$1,000,000

"HOLLYWOOD 212": Storage Barge - Hull \$150,000; P&I \$1,000,000; Pollution \$1,000,000; Bumpershoot \$15,000,000 xs \$1,000,000

## COMMENTS/REMARKS

"MS ASHLEY": Push Boat - Hull \$100,000; P&I \$1,000,000; Pollution \$1,000,000; Bumpershoot \$15,000,000 xs \$1,000,000

"MADAM ROSE": Push Boat - Hull \$100,000; P&I \$1,000,000; Pollution \$1,000,000; Bumpershoot \$15,000,000 xs \$1,000,000

"CMC 100": Deck Barge - Hull \$50,000; P&I \$1,000,000; Pollution \$1,000,000; Bumpershoot \$15,000,000 xs \$1,000,000

"CMC 126": Deck Barge - Hull \$25,000; P&I \$1,000,000; Pollution \$1,000,000; Bumpershoot \$15,000,000 xs \$1,000,000

"CMC 127": Deck Barge - Hull \$25,000; P&I \$1,000,000; Pollution \$1,000,000; Bumpershoot \$15,000,000 xs \$1,000,000

LaPlace (Peavine) Boat Launch Repairs and Improvements  
NAME OF PROJECT

48 PARA 3602  
PROJECT NUMBER

**ATTESTATIONS**

Appearer, as a Bidder on the above-entitled Public Works Project, does hereby attest that:

**LA. R.S. 38:2227 PAST CRIMINAL CONVICTIONS OF BIDDERS**

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

- (a) Public bribery (R.S. 14:118)
- (b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:23)

B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67.16)
- (c) Theft of a business record (R.S.14:67.20)
- (d) False accounting (R.S. 14:70)
- (e) Issuing worthless checks (R.S. 14:71)
- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Contractors; misapplication of payments (R.S. 14:202)
- (i) Malfeasance in office (R.S. 14:134)

**LA. R.S. 38:2212.10 Verification of Employees**

- A. Appearer is registered and participates in a status verification system to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens.
- B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
- C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

Coastal Marine Contractors, L.L.C.  
NAME OF BIDDER

TRAVIS WARRINER  
NAME OF AUTHORIZED SIGNATORY OF BIDDER

02-05-16  
DATE

MEMBER  
TITLE OF AUTHORIZED SIGNATORY OF BIDDER

  
SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER

**SECTION 3 CERTIFICATION OF SELECTED BIDDER**

Coastal Marine Contractors, L.L.C.

LaPlace (Peavine) Boat Launch Repairs and Improvements  
48 PARA 3602

Name of Prime Contractor

Project Name and Number

The undersigned hereby certifies that:

**(SELECT I OR II)**

I. A. The positions listed under part B that have been filled by \_\_\_\_\_  
(Name of Prime Contractor) since being notified of contract selection on  
\_\_\_\_\_ (Date) were not filled to circumvent the contractor's obligations to  
provide employment opportunities, including training positions, for Section 3  
residents, as required by Section 3 of the Housing and Urban Development Act of  
1968 and the implementing regulations, 24 CFR Part 135.

B. Employment Positions filled since \_\_\_\_\_ (Date of Selection).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OR**

II. No employment positions have been filled since 10-28-15 (Date of Selection).

TRAVIS WARRINER, MEMBER

Name & Title of Signer (Print or Type)

[Signature]

Signature

02-05-16

Date

NOTICE: This Certification must be made BEFORE contract execution (24 CFR 135 135.38(e)).

**CONTRACTOR OR SUBCONTRACTOR**

(if either contract exceeds \$100,000)

**Section 3 Plan Format**

\_\_\_\_\_ Coastal Marine Contractors, L.L.C. \_\_\_\_\_ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City of \_\_\_\_\_ LaPlace. \_\_\_\_\_

- A. To ascertain from the locality's LCDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the City the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U. S .Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. \*To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Plan including utilization goals and the specific steps planned to accomplish these goals.
- E: \*To ensure that subcontracts, which are typically let on a negotiated rather than a bid basis, in areas other than Section 3 covered project areas, are also let on a negotiated basis whenever feasible, if let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- G. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

\*Loans, grants, contracts, and subsidies for \$100,000 and less are exempt.

- I. To appoint or recruit an executive official of the company or agency as the Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
- J. To list on Table A information related to subcontracts to be awarded.
- K. To list on Table B all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of Coastal Marine Contractors, L.L.C., we the undersigned have read and fully agree to this Section 3 Plan and become a party to the full implementation of this program.

  
 \_\_\_\_\_  
 Signature

MEMBER  
 \_\_\_\_\_  
 Title

02-15-16  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date



**TABLE B**  
**ESTIMATED PROJECT WORKFORCE BREAKDOWN**

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Job Category	Total Estimated Positions	No. Positions Currently Occupied by Permanent Employees	No. Positions Not Currently Occupied	No. Positions To Be Filled w/ LIPAR*
Officers/Supervisors	1	1	Ø	Ø
Professionals				
Technicians				
Housing Sales/Rental/Mgmt.				
Office Clerical				
Service Workers				
Others				

TRADE:

Journeyman				
Apprentices				
Maximum No. Trainees				
Others	6	6	Ø	Ø

TRADE:

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

\* Lower Income Project Area Residents (LIPAR). Individuals residing within the Parish in which the grantee is located and whose family income does not exceed 80% of the median income of the State or domicile parish.

  
 Company