

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification.

**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A STIPULATED PRICE**

*Prepared by*

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and



AMERICAN CONSULTING  
ENGINEERS COUNCIL



Issued and Published Jointly By  
**National Society of  
Professional Engineers**  
*Professional Engineers in Private Practice*



AMERICAN SOCIETY OF  
CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*a practice division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General



Contractors of America

Construction Specifications Institute



This Standard Form of Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. The suggested language for instructions of bidders contained in the Guide to the Preparation of Instructions to Bidders (No. 1910-12, 1996 Edition) is also carefully interrelated with the language of this Agreement. Comments concerning their usage are contained in the EJCDC User's Guide (No. 1910-50). See also Guide to the Preparation of Supplementary Conditions (No. 1910-17, 1996 Edition).

MS970416

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EJCDC No. 1910-8-A-1 (1996 Edition)

**Note to User**

Certain states and federal agencies require provisions in public contracts which permit Contractors to deposit acceptable securities with Owner or a stakeholder in lieu of retainage. Many Owners will not accept this procedure except where required by Laws or Regulations. In the event such a procedure is required, the provisions of this Agreement and possibly those of the other Contract Documents dealing with retainage should be amended, and an attorney should be consulted to prepare the revised language. Among the issues to be addressed by such language are: initial and subsequent valuations of the securities, right to withdraw excess collateral and obligation to deposit additional collateral as market value changes, who is entitled to interest and dividends on deposited collateral, responsibilities of stakeholder, may collateral be freely sold in the event of Contractor default and method of such sale, and application of Uniform Commercial Code and state and federal security laws to the arrangement.

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National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314-2715

American Consulting Engineers Council  
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers  
345 East 47th Street, New York, NY 10017

**EJCDC  
STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A STIPULATED PRICE**

**THIS AGREEMENT** is by and between St. John the Baptist Parish  
(hereinafter called **OWNER**) and Huey Stockstill, Inc.  
(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:

Garyville Timbermill Trail Phase I  
A/E Project No. 20-1218

The work comprises of the construction of ± 1670' of 8' wide asphalt path. The project will start near the Garyville Timbermil Museum and proceed northward along a canal bank for ± 1670'.

**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:

Garyville Timbermill Trail Phase I

**ARTICLE 3 - ENGINEER**

**3.01** The Project has been designed by Meyer Engineers, Ltd.

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 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 paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. ~~For all Work other than Unit Price Work, a Lump Sum of:~~

\_\_\_\_\_ (\$ \_\_\_\_\_)  
(use words) (figure)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:

UNIT PRICE WORK

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Estimated</u>
------------	-------------	-------------	-------------------------------	-------------------	----------------------------

See Attached Quote

TOTAL OF ALL UNIT PRICES One Hundred Two Thousand  
Nine Hundred Ninety-Three and 00/100 \$ 102,993 (dollars)  
(use words)

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

Quote

C. For all Work, at the prices stated in CONTRACTOR's \_\_\_\_\_, 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. 90 % of Work completed (with the balance being retainage). ~~When the Work has been 90% completed as determined by ENGINEER and if the quantity and progress of the Work has been satisfactory to OWNER and ENGINEER, OWNER, on the basis of the schedule of values, may determine that as long as the balance of the progress of the Work remains satisfactory, the balance will be retained on account of Work not yet completed. In which case, the remaining progress payments prior to Substantial Completion will be increased to 90% of the Work completed less the aggregate of payments previously made and~~

b. 90 % of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 90 % 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 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 18 % per annum.

## ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 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 carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

### NOTE TO USER

1. If the reports and/or drawings referred to in A-8.01.D do not exist, either modify A-8.01.D or delete A-8.01.D and renumber accordingly.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary 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

### NOTE TO USER

1. If the reports and/or drawings referred to in A-8.01.D do not exist, delete the phrase "additional or supplementary" in the first sentence of A-8.01.E.

F. 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.

G. 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.

H. 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.

I. 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.

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

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 10, inclusive);
  - ~~2. Performance Bond (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive);~~
  - ~~3. Payment Bond (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive);~~
  4. Other Bonds (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive);
    - a. Construction Performance Bond (pages 1 to 2, inclusive);
    - b. Construction Payment Bond (pages 1 to 2, inclusive);
    - ~~c. \_\_\_\_\_ (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive);~~
  - ~~5. General Conditions (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive);~~
  - ~~6. Supplementary Conditions (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive);~~
  7. Specifications as listed in the table of contents of the Project Manual;
  - ~~8. Drawings consisting of a cover sheet and sheets numbered \_\_\_\_\_ through \_\_\_\_\_, inclusive, with each sheet bearing the following general title: \_\_\_\_\_;~~
  - ~~9. Addenda (numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive);~~
  10. Exhibits to this Agreement (enumerated as follows):
    - ~~a. Notice to Proceed (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive);~~
    - b. CONTRACTOR's <sup>Quote</sup> (pages 1 to 2, inclusive);
    - c. Documentation submitted by CONTRACTOR prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive);
    - d. \_\_\_\_\_;
  11. 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 10 - MISCELLANEOUS

### 10.01 Terms

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

### 10.02 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.

### 10.03 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.

### 10.04 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.

### 10.05 Other Provisions

#### NOTE TO USER

1. Insert other provisions here if applicable.

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.

NOTE TO USER

1. See 1-21 and correlate procedures for format and signing between the two documents.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

St. John The Baptist Parish

Huey Stockstill, Inc.

By: Natalie Robottom  
Parish President Natalie Robottom  
[CORPORATE SEAL]

By: Charles Wale  
Charles Wale, General Manager  
[CORPORATE SEAL]

Attest: [Signature]

Attest: [Signature]

Address for giving notices:

Address for giving notices:

1801 W. Airline Hwy.

P.O. Box 758

LaPlace, LA 70068

Picayune, MS 39466

(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.)

License No. 6487  
(Where applicable)

Agent for service of process: Alliant Insurance Services, Inc

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

Designated Representative:

Designated Representative:

Name: \_\_\_\_\_

Name: Charles Wale

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

Title: General Manager

Address: \_\_\_\_\_

Address: P.O. Box 758

Phone: \_\_\_\_\_

Picayune, Ms. 39466

Phone: 601-798-2981

Facsimile: \_\_\_\_\_

Facsimile: 601-798-3072

\* \* \*

# Construction Performance Bond

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

**CONTRACTOR (Name and Address):**

Huey Stockstill, Inc.  
P.O. Box 758  
Picayune, MS 39466

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

Hartford Accident and Indemnity Company  
One Hartford Plaza  
Hartford, CT 06155

**OWNER (Name and Address):**

St. John the Baptist Parish  
1801 W. Airline Hwy.  
LaPlace, LA 70068

**CONSTRUCTION CONTRACT**

Date:

Amount: One Hundred Two Thousand Nine Hundred Ninety-Three and 00/100 (\$102,993.00)

Description (Name and Location): Garyville Timbermill Trail Phase I - A/E Project No. 20-1218

**BOND**

Date (Not earlier than Construction Contract Date):

Amount: One Hundred Two Thousand Nine Hundred Ninety-Three and 00/100 (\$102,993.00)

Modifications to this Bond Form:

**CONTRACTOR AS PRINCIPAL**

Company: Huey Stockstill, Inc. (Corp. Seal)

Signature: Charles Wale  
Name and Title: Charles Wale, General Manager

**SURETY Hartford Accident and Indemnity Company**

Company: (Corp. Seal)

Signature: Angie M. Strickland  
Name and Title: Angie M. Strickland, Attorney in Fact

**CONTRACTOR AS PRINCIPAL**

Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

**SURETY**

Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

EJCDC No. 1910-28A (1984 Edition)

Prepared through the joint efforts of The Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
  - 3.1. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
    - 3.1.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
    - 3.1.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1.1; and
    - 3.1.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
  - 4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
  - 4.3. Obtain quotes from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
  - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
    2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
  - 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
  - 6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
  - 12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 12.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
  - 12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**

Bond T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 43-230340

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

William L. Painter, Angie M. Strickland of JACKSON, Mississippi

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Wesley W. Cowling*

Wesley W. Cowling, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
Notary Public  
My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of  
Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Vice President

# Construction Payment Bond

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

**CONTRACTOR (Name and Address):**

Huey Stockstill, Inc.  
P.O. Box 758  
Picayune, MS 39466

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

Hartford Accident and Indemnity Company  
One Hartford Plaza  
Hartford, CT 06155

**OWNER (Name and Address):**

St. John the Baptist Parish  
1801 W. Airline Hwy.  
LaPlace, LA 70068

**CONSTRUCTION CONTRACT**

Date:

Amount: One Hundred Two Thousand Nine Hundred Ninety-Three and 00/100 (\$102,993.00)

Description (Name and Location): Garyville Timbermill Trail Phase I - A/E Project No. 20-1218

**BOND**

Date (Not earlier than Construction Contract Date):

Amount: One Hundred Two Thousand Nine Hundred Ninety-Three and 00/100 (\$102,993.00)

Modifications to this Bond Form:

**CONTRACTOR AS PRINCIPAL**

Company: Huey Stockstill, Inc. (Corp. Seal)

Signature: Charles Wale  
Name and Title: Charles Wale, General Manager

**SURETY** Hartford Accident and Indemnity Company

Company: \_\_\_\_\_ (Corp. Seal)

Signature: Angie M. Strickland  
Name and Title: Angie M. Strickland, Attorney in Fact

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_

**SURETY**

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_

EICDC No. 1910-28B (1984 Edition)

Prepared through the joint efforts of the Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, American Institute of Architects, American Subcontractors Association, and the Associated Specialty Contractors.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
  2. With respect to the Owner, this obligation shall be null and void if the Contractor:
    - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
    - 2.2. Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
  3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
  4. The Surety shall have no obligation to Claimants under this Bond until:
    - 4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
    - 4.2. Claimants who do not have a direct contract with the Contractor:
      1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
      2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
      3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
  5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
  6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
    - 6.1. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
    - 6.2. Pay or arrange for payment of any undisputed amounts.
  7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
  8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
  9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
  10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
  11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone for the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to statutes as a defense in the jurisdiction of the suit shall be applicable.
  12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
  13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
  14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
- #### 15. DEFINITIONS
- 15.1. **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
  - 15.2. **Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 15.3. **Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

QUOTE FORM

A/E PROJECT NO. 20-1218

GARYVILLE TIMBERMILL TRAIL - PHASE I

MEYER ENGINEERS, LTD.  
ENGINEER AND ARCHITECT

ST. JOHN THE BAPTIST PARISH  
OWNER

UNIT PRICES: The unit prices shall be used in establishing the adjustment of Contract Price for additions to or deductions from the Work. Unit Prices listed shall include all costs, profit and overhead, and no further surcharges are to be added to any unit price item of work that may be ordered done. Unit Prices accepted by the Owner shall be written into the Contract, and accepted and agreed upon by the parties to the Contract.

ITEM NO.	QUANTITY	ITEM WITH UNIT QUOTE PRICE WRITTEN IN WORDS	UNIT PRICE DOLLARS/CENTS	AMOUNT DOLLARS/CENTS
201-01	1 LS	CLEARING AND GRUBBING @ _____ PER LUMP SUM	\$10,000	\$10,000
306-02	1,670 SY	SCARIFY AND COMPACT EX SUBBASE (6") @ _____ PER SQUARE YARD.	\$5	\$9,018
502-03	1,485 SY	SUPERPAVE ASPHALTIC CONCRETE (LEVEL A) @ _____ PER SQUARE YARD.	\$25	\$37,125
701-03	100 LF	6" PVC CULVERTS UNDER PATH @ _____ PER LINEAR FOOT.	\$27	\$2,700
715-01	50 CY	TOPSOIL @ _____ PER CUBIC YARD.	\$115	\$5,750
717-01	0 LF	SEED @ _____ PER LINEAR FOOT.	\$50	\$0
723-02	150 CY	GRANULAR MATERIAL (VEHICULAR MEASUREMENT) @ _____ PER CUBIC YARD.	\$138	\$20,700
727-01	1 LS	MOBILIZATION @ _____ PER LUMP SUM.	\$13,000	\$13,000
S-001	1 LS	DEGRASS AND DRESS SHOULDERS @ _____ PER LUMP SUM.	\$4,700	\$4,700

TOTAL QUOTE AMOUNT: ONE HUNDRED TWO THOUSAND NINE HUNDRED NINETY THREE DOLLARS AND NO CENTS (\$102,993.00)

The undersigned agrees that this quote/s may not be revoked or withdrawn after the time set for the opening of quotes, but shall remain open for acceptance for a period of 90 calendar days following such time. In case the undersigned be notified in writing by mail, telegraph, or delivery of the acceptance of this quote within 90 days after the time set for the opening of quotes, he agrees to execute, within 12 days from notice, a Contract for the Work for the above-stated amount and at the same time to furnish and deliver to the Owner a Performance Bond and a Payment Bond, each in an amount equal to 100 percent of the Contract Sum

Completion and Damages: The undersigned agrees to commence actual physical Work on the site with an adequate force and within 10 days from date of Notice to Proceed. All work shall be substantially completed within SIXTY (60) consecutive calendar days from Notice to Proceed. The undersigned is aware that the Owner will sustain actual damages in the event of delay in the completion of the Work, that time is of the essence, and therefore, further agrees that he, the Contractor, and his sureties shall be liable for and shall pay to the Owner the sum of SEVENTY-FIVE (\$75) DOLLARS per calendar day applicable to all Work hereby stipulated, as fixed, agreed, and liquidated damages for each calendar day of delay until the Work is completed and accepted by the Owner.

The Owner reserves the right to reject any or all quotes and to waive any informalities.

Respectfully submitted,

Firm: Huey Stockstill, Inc.

Address: P.O. Box 758, Picayune, MS 39466

Phone: 601-798-7662

Contractor's License Number: 6487

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/27/2015

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).

<b>PRODUCER</b> Jackson-Alliant Insurance Services, Inc. 1817 Crane Ridge Drive Suite 300 Jackson MS 39216	<b>CONTACT NAME:</b> Jamie White
	<b>PHONE (A/C, No, Ext):</b> 601-709-4613 <b>FAX (A/C, No):</b> 601-709-4615 <b>E-MAIL ADDRESS:</b> jwhite@alliant.com
<b>INSURED</b> Huey Stockstill, Inc. P.O. Box 758 Picayune MS 39466	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>
	<b>INSURER A:</b> Starr Indemnity & Liability Company      38318
	<b>INSURER B:</b> Travelers Indemnity Co of America      25666
	<b>INSURER C:</b> Travelers Indemnity Company of CT      25682
	<b>INSURER D:</b> Gemini Insurance Company      10833
	<b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**      **CERTIFICATE NUMBER: 1525926434**      **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
B	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	DT-CO-1E003782-TIA-15	2/1/2015	2/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	DT-810-1E020730-TCT-15	2/1/2015	2/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	Y	Y	GVE100113001 1000021519	2/1/2015 2/1/2015	2/1/2016 2/1/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	DTH-UB-8293B730	2/1/2015	2/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Re: Garyville Timbermill Trail Phase 1 A/E Project No. 20-1218; St. John the Baptist Parish is included as an additional insured on all policies except the worker's compensation policy and is provided a waiver of subrogation on all policies as required by written contract.

### CERTIFICATE HOLDER

### CANCELLATION

St. John the Baptist Parish  
1801 W Airline Hwy.  
Laplace LA 70068

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



## ST. JOHN THE BAPTIST PARISH COUNCIL

1805 West Airline Hwy.  
LaPlace, Louisiana 70068  
Office 985-652-1702  
Fax 985-652-1700

*April 15<sup>th</sup>, 2015*

*Division A*  
Lucien J. Gauff, III  
670 W. 2nd Street  
LaPlace, LA 70068  
Cell 504-222-4585

**Natalie Robottom, Parish President**  
**ST. JOHN THE BAPTIST PARISH**  
**1801 W. Airline Hwy.**  
**LaPlace, LA 70068**

*Division B*  
Jaclyn Hotard  
1805 W. Airline Hwy.  
LaPlace, LA 70068  
Office 985-652-1702

**Dear Mrs. Robottom:**

**Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, April 14<sup>th</sup>, 2015.**

*District I*  
Art Smith  
192 E. 12th Street  
Edgard, LA 70049  
Cell 985-379-6028

**“Councilman Gauff moved and Councilwoman Millet seconded the motion to grant administration authorization to enter into an agreement with Huey Stockstill, Inc. for the Garyville Timbermill Trail Phase I in the amount of \$102,993.00. The motion passed with Councilman Wright absent.”**

*District II*  
Ranney Wilson  
820 Garyville Northern  
Garyville, LA 70051  
Cell 985-379-6285

### CERTIFICATION

*District III*  
Lennix Madere, Jr.  
P.O. Box 2617  
Reserve, LA 70084  
Cell 985-379-6188

**I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 14<sup>th</sup> day of April, 2015.**

*District IV*  
Marvin Perrilloux  
2108 Golfview  
LaPlace, LA 70068  
Cell 985-379-6168

**April 15<sup>th</sup>, 2015,**  
  
**Jackie Landeche**  
**Council Secretary**  
**St. John the Baptist Parish Council**

*District V*  
Michael P. Wright  
1805 W. Airline Hwy.  
LaPlace, LA 70068  
Cell 504-717-3936

*District VI*  
Larry Snyder  
1936 Cambridge Drive  
LaPlace, LA 70068  
Cell 985-379-6061

*District VII*  
Cheryl Millet  
1925 Ridgefield Drive  
LaPlace, LA 70068  
Cell 985-296-6046