

CONTRACT

THIS AGREEMENT, made this 11th day of May, 20 10, by and between St. John the Baptist Parish,
(Corporate Name of Owner)

herein called "Owner," acting herein through its Parish President
Natalie Robottom, and
(Title of Authorized Official)

R. J. Daigle & Sons Contractor, LLC a corporation, a partnership, an
~~individual~~ doing business as R.J. Daigle and Sons
(Strike Contractors, Inc.)

of Orleans, Parish of Ascension, and State
of Louisiana, hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

FY 2009 LCDBG/ARRA
Northwest 2nd Street in Reserve, Louisiana
Street and Drainage Improvements

hereinafter called the project, for the sum of five hundred forty-five thousand one hundred seventeen dollars and thirty cents (\$545,117.30) and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the contract; and at his/her (its/their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the General conditions and Supplemental General Conditions and Special Conditions Construction Plans prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by C. J. Savoie Consulting Engineers, Inc., herein entitled the Architect/ Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner to fully complete the project within 120 consecutive calendar days thereafter. The Contractor further agrees to pay, as Liquidated Damages, the sum of \$ 200.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in Paragraph 25, "Payments to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties to these present have executed this contract in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal)
ATTEST:

[Signature]
(Secretary)
[Signature]
(Witness)

St. John the Baptist Parish
(Owner)
By [Signature]
Parish President
(Title)

(Seal)

[Signature]
(Secretary)
[Signature]
(Witness)

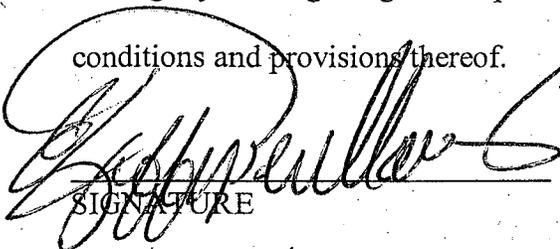
R. J. Daigle & Sons Contractors, LLC
(Contractor)
By [Signature]
Vice President
(Title)
P.O. Box 1960
Gonzales, LA 70707
(Address and ZIP Code)

NOTE: Secretary of the Owner should attest. If Contractor is a corporation, Secretary should attest.

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, E. Jeffrey Perilloux, the duly
authorized and acting legal representative of St. John the Baptist
PARISH do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.


SIGNATURE

E. JEFFREY PERILLOUX
ATTORNEY AT LAW
P.O. BOX 1809
LAPLACE, LA 70069-1809

TYPE OR PRINT NAME

10/18/10
DATE

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that R. J. Daigle & Sons
Contractors, Inc. (Name of Contractor)

P.O. Box 1960, Gonzales, LA 70707 (Address of Contractor)

a Corporation (Corporation, Partnership, or Individual),

hereinafter called Principal, and Hartford Casualty Insurance Company (Name of Surety)

Hartford Plaza, T-4-47, Hartford, CT 06115 (Address of Surety)

hereinafter called Surety, are held and firmly bound unto St. John the Baptist Parish (Name of Owner)

P.O. Box 757, LaPlace, LA 70068 (Address of Owner)

hereinafter called Owner, in the penal sum of Five Hundred Forty-Five Thousand One Hundred Seventeen and 30/100 Dollars, \$(545,117.30)

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 11th day of May, 20¹⁰,

a copy of which is hereto attached and made a part hereof for the construction of:

FY 2009 LCDBG / ARRA

Street and Drainage Improvements on Northwest 2nd St. in Reserve, Louisiana

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 incur 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 6 (Number) counterparts, each one of which shall be deemed an original, this the 7th day of June, 2010.

ATTEST:

Uana Daigle
(PRINCIPAL) SECRETARY

(SEAL)

Karen Kennedy
WITNESS AS TO PRINCIPAL

ATTEST:

See Attached Power of Attorney

S. Coult
WITNESS AS TO SURETY

R. J. Daigle & Sons Contractors, Inc.
PRINCIPAL (BIDDER)

By: Ronnie J. Daigle
AUTHORIZED OFFICER-OWNER-PARTNER

P.O. Box 1960
Gonzales, LA 70707
ADDRESS

Hartford Casualty Insurance Company
SURETY

By: Cathy P. Grace (SEAL)
ATTORNEY-IN-FACT

Cathy P. Grace
TYPE 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: Cathy P. Grace
Cathy P. Grace

TYPED OR PRINTED NAME

197414
AGENT LICENSE NUMBER

HUB International Midwest Limited
NAME OF AGENCY

11606 Southfork Dr., Suite 300
Baton Rouge, LA 70816
ADDRESS

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that R. J. Daigle & Sons Contractors, Inc. (Name of Contractor)

P.O. Box 1960, Gonzales, LA 70707 (Address of Contractor)

a Corporation (Corporation, Partnership, or Individual),

hereinafter called Principal, and Hartford Casualty Insurance Company (Name of Surety)

Hartford Plaza, T-4-47, Hartford, CT 06115 (Address of Surety)

hereinafter called Surety, are held and firmly bound unto St. John the Baptist Parish (Name of Owner)

P.O. Box 757, LaPlace, LA 70068 (Address of Owner)

hereinafter called Owner, in the penal sum of Five Hundred Forty-Five Thousand One Hundred Seventeen and 30/100 Dollars, \$(545,117.30)

in lawful money of the United States for the payment of which sum w 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 wherean, e Principal entered into a certain

contract with the Owner, dated the 11th day of May, 20 10,

a copy of which is hereto attached and made a part hereof for the construction of:

FY 2009 LCDBG / ARRA

Street and Drainage Improvements on Northwest 2nd St. in Rese e, Louisiana

NOW, THEREFORE, if the Principal shall promptly make payment: 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: is 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 6 (Number) counterparts, each one of which shall be deemed an original, this the 7th day of June, 2010.

ATTEST:

Rome Daigle
(PRINCIPAL) SECRETARY

(SEAL)

Karen M. Kennedy
WITNESS AS TO PRINCIPAL

ATTEST:

See Attached Power of Attorney

S. Coulter
WITNESS AS TO SURETY

R. J. Daigle & Sons Contractors, Inc.
PRINCIPAL (BIDDER)

By: Rome J. Daigle
AUTHORIZED OFFICER-OWNER-PARTNER
P.O. Box 1960

Gonzales, LA 70707
ADDRESS

Hartford Casualty Insurance Company
SURETY

By: Cathy P. Grace (SEAL)
ATTORNEY-IN-FACT

Cathy P. Grace
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: Cathy P. Grace

Cath P. Grace

TYPED OR PRINTED NAME

197414

AGENT LICENSE NUMBER

HUB International Midwest Limited
NAME OF AGENCY

11606 Southfork Dr., Suite 300

Baton Rouge, LA 70816

ADDRESS

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

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

P.O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115

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

Agency Code: 43-482992

KNOW ALL PERSONS BY THESE PRESENTS THAT:

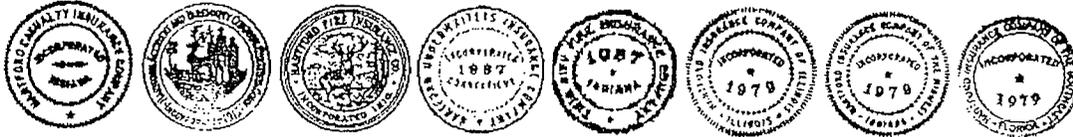
- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws 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:

Brenda Ann Riddle, Henry Lockett Marye, Jr., David W. Alligood, Cynthia V. Wittmer, Cathy P. Grace
of
Baton Rouge, LA

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 January 22, 2004 the Companies have caused these presents to be signed by its Assistant 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.



Paul A. Bergenholtz

Paul A. Bergenholtz, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 1st day of February, 2004, 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 Assistant 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

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant 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 June 7, 2010
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

Producer Compensation Notice



You can review and obtain information on The Hartford's
producer compensation practices at www.thehartford.com
or at 1-800-592-5717.

BID FOR UNIT PRICE CONTRACTS

Place La Place ^{1/2 mile}
Date 4/27/10
Project No. 687241 - Reserve ^{1/2 mile}

Proposal of BJ Daigle & Sons Contractors US
Hereinafter called "Bidder", (a corporation, organized and existing under the laws of the State of Louisiana, a partnership, or an individual doing business as Corporation) * to the St. John Parish Council, hereinafter called "Owner".

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of a
FY 2009 LCDBG/ARRA
Northwest 2nd Street in Reserve, Louisiana
Street and Drainage Improvements

having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the written "Notice to Proceed" of the Owner and to fully complete the project within 120 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum of \$200.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

Bidder acknowledges receipt of the following addendum: n/a

*Insert corporation, partnership, or individual whichever is applicable.

Bidder agrees to perform all the Northwest 2nd St., Reserve, La. work described in the specifications and shown on the plans for the following unit prices:

Item No.	Est. Qty.	Description	Unit Price (Each)	Total
1.	7,600 SY	Plane, Mill and Remove existing asphalt surface	Two dollars and zero cents Dollars & Cents	Fifteen thousand two hundred dollars and zero cents Dollars & Cents
			<u>(\$ 2.00)</u>	<u>(\$ 15,200.00)</u>
2.	8,400 SY	Pulverize to 10" depth	Zero dollars and ninety five cents Dollars & Cents	Seven thousand nine hundred eighty dollars and zero cents Dollars & Cents
			<u>(\$ 0.95)</u>	<u>(\$ 7,980.00)</u>
3.	8,400 SY	10" Soil Cement Base (10% by volume)	Seven dollars and thirty three cents Dollars & Cents	Six one thousand five hundred seventy two dollars and zero cents Dollars & Cents
			<u>(\$ 7.33)</u>	<u>(\$ 61,572.00)</u>
4.	700 Tons	1-1/2" Asphalt Binder Course (LADOTD type 3-1992 Ed.)	Seventy seven dollars and forty six cents Dollars & Cents	Fifty four thousand two hundred twenty two dollars and zero cents Dollars & Cents
			<u>(\$ 77.46)</u>	<u>(\$ 54,222.00)</u>
5.	700 Tons	1-1/2 Asphalt Wearing Course (LADOTD type 3-1992 Ed.)	Eighty six dollars and thirty five cents Dollars & Cents	Sixty thousand four hundred forty five dollars and zero cents Dollars & Cents
			<u>(\$ 86.35)</u>	<u>(\$ 60,445.00)</u>
6.	60 Tons	Tie in Driveways (asphalt)	Eighty six dollars and thirty five cents Dollars & Cents	Five thousand one hundred eighty one dollars and zero cents Dollars & Cents
			<u>(\$ 86.35)</u>	<u>(\$ 5,181.00)</u>
7.	700 SY	Remove & Replace Concrete Driveway Sections (5")	Forty three dollars and ninety three cents Dollars & Cents	Thirty thousand seven hundred fifty one dollars and zero cents Dollars & Cents
			<u>(\$ 43.93)</u>	<u>(\$ 30,751.00)</u>

Item No.	Est. Qty.	Description	Unit Price (Each)	Total
8.	60 SY	Remove & Replace Concrete Sidewalk Sections (5")	Forty three dollars and ninety three cents Dollars & Cents (\$ 43.93)	Two thousand six hundred thirty five dollars and eighty cents Dollars & Cents (\$ 2,635.80)
9.	Lump Sum	Adjust Manhole and Valve Covers	zero Dollars & Cents (\$ 0.00)	zero Dollars & Cents (\$ 0.00)
10.	150 CY	Limestone Shoulders (ASTM 610)	Forty two dollars and fifteen cents Dollars & Cents (\$ 42.15)	Six thousand three hundred twenty two dollars and fifty cents Dollars & Cents (\$ 6,322.50)
11.	50 CY	Limestone Driveways (ASTM 610)	Eighty two dollars and zero cents Dollars & Cents (\$ 82.00)	Four thousand one hundred dollars and zero cents Dollars & Cents (\$ 4,100.00)
12.	3,000 LF	18" Dia. Culverts (PE, PVC or Coated CMP)	Forty six dollars and fifty two cents Dollars & Cents (\$ 46.52)	one hundred thirty nine thousand five hundred sixty dollars and zero cents Dollars & Cents (\$ 139,560.00)
13.	40 LF	36" Dia. Culverts (PE, PVC or Coated CMP)	one hundred fifty dollars and zero cents Dollars & Cents (\$ 150.00)	Six thousand dollars and zero cents Dollars & Cents (\$ 6,000.00)
14.	17 EA	Riser Tee and Grate	Three hundred ninety five dollars and zero cents Dollars & Cents (\$ 395.00)	Six thousand seven hundred fifteen dollars and zero cents Dollars & Cents (\$ 6,715.00)

Item No.	Est. Qty.	Description	Unit Price (Each)	Total
15.	6 EA	Catch Basins Concrete with Grate	one thousand three hundred forty eight dollars and zero cents Dollars & Cents	Eight thousand eighty eight dollars and zero cents Dollars & Cents
			<u>(\$ 1,348.00)</u>	<u>(\$ 8,088.00)</u>
16.	300 CY	Select Fill Material (Compact in-place)	Six dollars and fifty five cents Dollars & Cents	one thousand nine hundred sixty five dollars and zero cents Dollars & Cents
			<u>(\$ 6.55)</u>	<u>(\$ 1,965.00)</u>
17.	1,600 LF	Saw-Cut Exist. Concrete Driveway Sec. (DBL Cut)	Two dollars and fifty five cents Dollars & Cents	Four thousand eighty dollars and zero cents Dollars & Cents
			<u>(\$ 2.55)</u>	<u>(\$ 4,080.00)</u>
18.	Lump Sum	Load, Haul and Remove Existing Materials	Fifty four thousand nine hundred dollars and zero cents Dollars & Cents	Fifty four thousand nine hundred dollars and zero cents Dollars & Cents
			<u>(\$ 54,900.00)</u>	<u>(\$ 54,900.00)</u>
19.	Lump Sum	Clean and Shape Drainage Ditches	Thirty thousand dollars and zero cents Dollars & Cents	Thirty thousand dollars and zero cents Dollars & Cents
			<u>(\$ 30,000.00)</u>	<u>(\$ 30,000.00)</u>
20.	Lump Sum	Signs, Barricades & Traffic Control	Two thousand two hundred forty dollars and zero cents Dollars & Cents	Two thousand two hundred forty dollars and zero cents Dollars & Cents
			<u>(\$ 2,240.00)</u>	<u>(\$ 2,240.00)</u>
21.	Lump Sum	Mobilization	Forty three thousand one hundred sixty dollars and zero cents Dollars & Cents	Forty three thousand one hundred sixty dollars and zero cents Dollars & Cents
			<u>(\$ 43,160.00)</u>	<u>(\$ 43,160.00)</u>

TOTAL OF BID

\$ 545,117.30

Five hundred forty five thousand one hundred seventeen
WRITE OUT
dollars and thirty cents

(Amounts are to be shown in both words and figures. In case of discrepancy, the amounts shown in words will govern.)

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all Bids for just cause.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 45 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by paragraph 29 of the General Conditions:

The Bid Security attached in the sum of 5% of amount bid
(\$5% of amount bid) is to become the property of the owner in the event the contract and bond are not executed within the time set forth above, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By Vance Daigle
(Signature)

Vance Daigle, Vice President
(Title)

Po Box 1960 Gonzales 70769
(Business Address & Zip Code)

(SEAL - if bid is
by a corporation)

The Notice to Proceed will not be given until after the contract is executed. Work will be started within ten (10) calendar days after date of mailing of written Notice to Proceed, shall proceed continuously and shall be completed within 120 consecutive calendar days from the date of the Notice. If not completed within that time, it is understood that the sum of Two Hundred Dollars (\$200.00) per calendar day will be paid to the Owner for each calendar day of delay until the work is satisfactorily completed. The undersigned bidder does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that is made in pursuance of, and subject to all the terms and conditions of the Notice and Instruction to Bidders, the Construction Contracts, the Detailed Specifications, and the Construction Plans, all of which have been examined by the undersigned. The undersigned bidder agrees to execute and deliver the contracts on the forms hereto attached, and for the price named in this proposal, within ten (10) calendar days from the date when a written notice is mailed to said bidder at the address herein given, stating that the contracts have been awarded him and are ready for his signature.

SIGNED:

Vance Daigle

BY: Vance Daigle - B.J. Daigle & Sons

PO Box 1960

Gonzales, LA 70707

(Address)

DATE: 4/27/10

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

RJ Daigle & Sons Contractors, Inc.
PO Box 1960
Gonzales, LA 70707

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
 Yes No
2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No None Required
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

NAME AND TITLE OF SIGNER (Please type)

Vance Daigle, Vice President

SIGNATURE

Vance Daigle

DATE

4/27/10

Replaces Form HUD-4238, CD-1, which is Obsolete

HUD-950.1 (11-78)

SAMPLE

CERTIFICATION OF BIDDER REGARDING SECTION 3
AND SEGREGATED FACILITIES

BJ Daigle & Sons Contractors
Name of Prime Contractor

Northwest 2nd Street
Fiscal Year 2009 LCDBG
American Recovery + Reinvestment Act (ARRA)
Contract # 68742-Reserve
Project Name and Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 Plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).
- (c) Tables A and B were prepared and submitted as part of the bid proceedings.
- (d) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Vance Daigle Vice-President
Name & Title of Signer (Print or Type)

Vance Daigle
Signature

4/27/10
Date

CONTRACTOR

Section 3 Plan Format

BJ Daigle & Sons Contractors Jr.

(Name of contractor) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City of Reserve.

- 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 less than \$100,000 will be exempt.

- I. To appoint or recruit an executive official of the company or agency as 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 B. J. Daige & Sons Contractors Inc. (Name of Contractor), we the undersigned have read and fully agree to this Section 3 Plan, and become a party to the full implementation of this program.

Bonnie J. Daige

Signature

Bonnie J. Daige

President

Title

4/27/10

Date

Vance Daige

Signature

Vance Daige

Vice President

Title

4/27/10

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	2	2	0	0
Professionals	1	1	0	0
Technicians				
Housing Sales/Rental/Mgmt.				
Office Clerical	2	2	0	0
Service Workers				
Others				

TRADE: Processing

Journeyman Operator	3	3	0	0
Labors Apprentices	3	3	0	0
Maximum No. Trainees	0	0	0	0
Fireman Others	2	2	0	0

TRADE: Drainage

Journeyman Operator	3	3	0	0
Labors Apprentices	6	6	0	0
Maximum No. Trainees	0	0	0	0
Fireman Others	1	1	0	0

*Lower Income Project Area Residents. Individuals residing within the City of Reserve whose family income does not exceed 80% of the median income in the State.

B. J. Daigle & Sons Contractors Inc.
Company

**CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

NAME OF PRIME CONTRACTOR

B & D Daigle & Sons Contractors Inc

PROJECT NUMBER

687420-Garyville

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.

SUBCONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

n/a

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

Yes No None Required

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes No

NAME AND TITLE OF SIGNER (Please type)

Vance Daigle, Vice President

SIGNATURE

Vance Daigle

DATE

4/27/10

SAMPLE

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING
SECTION 3 AND SEGREGATED FACILITIES

Northwest 3rd Street
Fiscal Year 2009 LCD#s
ARRA
Contract # 68742-Reserve
Project Name and Number

n/a
Name of Subcontractor

Project Name and Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract,
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000), and
- (c) Tables A and B were prepared and submitted as part of the bid proceedings.
- (d) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Vance Daigle Vice President
Name & Title of Signer (Print or Type)

Vance Daigle
Signature

4/27/10
Date

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CONTRACTOR'S CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (Appropriate Recipient):

St. John the Baptist

c/o

DATE 4/27/10

PROJECT NUMBER (if any) 687921 Rosene

PROJECT NAME North West 2nd Street
FY 2009 CDBG (HRA)

1. The undersigned, having executed a contract with St. John the Baptist Parish
for the construction of the above-identified project, acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract;
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

2. He certifies that:

- (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

(a) The legal name and the business address of the undersigned are: Pa Daigle & Sons Lmtr, LLC
PO Box 1960
Gonzales LA 70707

(b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP

(3) A CORPORATION ORGANIZED IN THE STATE OF Louisiana

(2) A PARTNERSHIP

(4) OTHER ORGANIZATION (Describe)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Bunnie Daigle	President	PO Box 1960 Gonzales LA 70707
Vance Daigle	Vice President	"
CD-60		

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (If none, so state):

NAME	ADDRESS	NATURE OF INTEREST
n/a		

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (If none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION
n/a		

Date 4/27/10

Vance Daigle
(Contractor)

By Vance Daigle

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever, . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBCONTRACTOR'S CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (Appropriate Recipient):

St John Baptist Parish

DATE

4/27/10

PROJECT NUMBER (if any)

68721-Reserve

PROJECT NAME

NITROGEN and
FY 2009 NDEG-ARRA

c/o

1. The undersigned, having executed a contract with

n/a

(Contractor or Subcontractor)

for

n/a

(Nature of work)

in the amount of \$

in the construction of the above-identified project, certifies that:

- (a) The Labor Standards Provisions of The Contract For Construction are included in the aforesaid contract.
 - (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
 - (c) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.
2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, executed by the lower tier subcontractor, in duplicate.
- (a) The workmen will report for duty on or about _____ (Date)

3. He certifies that:

(a) The legal name and the business address of the undersigned are:

n/a

(b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP:

(3) A CORPORATION ORGANIZED IN THE STATE OF:

(2) A PARTNERSHIP:

(4) OTHER ORGANIZATION (Describe)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME

TITLE

ADDRESS

n/a

CD-62

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (If none, so state):

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (If none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION

n/a
(Subcontractor)

By n/a
(Signature)

n/a
(Typed Name and Title)

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part "Whoever, . . . makes, passes, utters, or publishes any statement, knowing the same to be false. . . . shall be (fined not more than \$5,000 or imprisoned not more than two years, or both."

Bidder's Experience List

The following are contracts similar in scope to this project which the Contractor has performed within the past five (5) years:

- Boddy Road Intersection Improvements
- 2057 - IN-01 Road Improvements Ascension
- Addis Place Street Rehabilitation LCDDB FY 2007
- Ascension Intersection Improvements Phase I
- Ascension Intersection Improvements Phase II

Subcontractors List

The following are Subcontractors to be employed by the Contractor:

<u>Name</u>	<u>Description of Work</u>
n/a	

Manufacturers List

- Cement - LaFarge
- Limestone - Vulcan
- Pipe - Contech
- Boxes - Gainey

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/07/2010

PRODUCER 225.647.5767 FAX 225.647.4761
 Waguespack & Associates, Inc.
 12320-1 Highway 44
 Gonzales, LA 70737

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED R J Daigle & Sons Contractors, Inc
 P O Box 1960
 Gonzales, LA 70707

INSURERS AFFORDING COVERAGE NAIC #
 INSURER A Phoenix Insurance Company 25623
 INSURER B Travelers Property & Casualty Co 25674
 INSURER C LWCC 22350
 INSURER D America First Insurance 12696
 INSURER E

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR AD'L LTR RISRO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR	CO-1221P209-PHX	11/10/2009	11/10/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 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
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	810-1221P209-PHX	11/10/2009	11/10/2010	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
B	EXCESS / UMBRELLA LIABILITY X OCCUR CLAIMS MADE	CUP-1221P209-TIL	11/10/2009	11/10/2010	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ DEDUCTIBLE \$ RETENTION \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below	124936-B	06/01/2010	06/01/2011	X WC STATUTORY LIMITS CTP-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	OTHER Inland Marine Contractors Equipment	IM8569620	11/10/2009	11/10/2010	RENTED/LEASED \$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 If required by written contract, certificate holder is an "Additional Insured" for General Liability, Auto Liability and Umbrella Liability and granted a "Waiver of Subrogation" for General Liability, Auto Liability, Umbrella Liability and Workers' Compensation.
 Project FY 2009 LCDBG/ARRA, Street and Drainage Improvements Northwest 2nd Street, Reserve, LA

CERTIFICATE HOLDER
 St John the Baptist Parish
 Office of the Parish Council
 P O Box 757
 LaPlace, LA 70068

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
 Kim M Gautreau

C. J. SAVOIE
CONSULTING ENGINEERS, INC.

ENGINEERS
DESIGNERS
PLANNERS

July 16, 2010

Mr. Vance Daigle
R.J. Daigle & Sons
Contractors, Inc.
P.O. Box 1960
Gonzales, LA 70707

"NOTICE TO PROCEED"

Dear Mr. Daigle:

In accordance with the terms of the contract, authority is hereby granted to commence construction within ten (10) days of the date of this notice on the following described project:

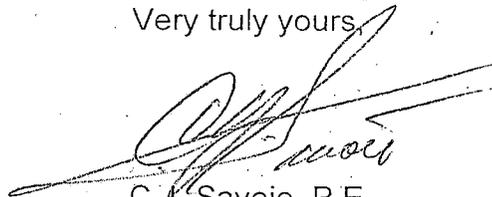
FY 2009 LCDBG/ARRA
Northwest 2nd St.
Street & Drainage Improvements
Reserve, LA

FOR:

ST. JOHN THE BAPTIST PARISH

C. J. Savoie Consulting Engineers, Inc. will serve as Project Engineer, and construction is to be in accordance with Plans and Specifications.

Very truly yours,



C. J. Savoie, P E
Parish Engineer

CJS/mmd