OWNER

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

THIS AGREEMENT is dated as of the 1st day of May in the year 2017 by and between the Parish of St. John the Baptist (hereinafter called OWNER) and The Lemoine Company, L.L.C. (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1 - WORK

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

Reserve Wastewater Treatment Plant

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

Reserve Wastewater Treatment Plant

Article 2 - ENGINEER

The Project has been designed by: Environmental Engineering Services, Inc.
610 Belle Terre Boulevard, LaPlace, Louisiana 70068

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

Article 3 - CONTRACT TIMES

3.1 The Work will be substantially completed within 540 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 585 days after the date when the Contract Times commence to run.

3.2 Liquidated Damages - OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred Dollars and no cents ($500.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Two Hundred Fifty Dollars and no cents ($250.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4 - CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.1 below:

4.1 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 time the estimated quantity of that item as indicated in this paragraph 4.1:

UNIT PRICE WORK

NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED

(SEE ATTACHED SCHEDULE OF UNIT PRICES)
(SEE ATTACHED BID PROPOSAL)

TOTAL OF ALL UNIT PRICES

Eight Million Two Hundred Eleven Thousand Four Hundred Dollars and No Cents	($8,211,400.00)
(Price in Words)	(Price in numbers)

Article 5 - PAYMENT PROCEDURES

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

5.1 Progress payments; Retainage - OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07 of the General Conditions (and in case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1 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 shall determine, or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

95% of Work completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed, in which case of the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

95% (with balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.02 of the General Conditions).

5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to Contractor to 95% of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.02 of the General Conditions.

5.2 Final Payment - 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 6 - INTEREST

No interest will be paid on this project.

Article 7 - CONTRACTOR'S REPRESENTATIVE

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

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in article 8) and the other related data identified in the Bidding Documents including "technical data".

7.2 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, performance or furnishings of the Work.

7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.

7.4 CONTRACTOR has carefully studied all 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. CONTRACTOR accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely upon as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or finishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 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.

7.6 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.

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

Article 8 - CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1 This Agreement, pages 00500-1 to 00500-5, inclusive.
8.2 Construction Performance Bond, pages 00510-1 to 00510-2 and Construction Payment Bond, pages 00520-1 to 00520-2.
8.3 Corporate Resolution, page 00530-1 and Affidavit, pages 00540-1 to 00540-2.
8.4 Hold Harmless Agreement, page 00550-1.
8.5 Notice to Proceed, page 00610-1.
8.5 General Conditions (Blue pages), pages 00700-1 to 00700-39.
8.6 Supplementary Pages (Pink pages), pages 00800-1 to 00800-8.
8.7 Specifications bearing the title Reserve Wastewater Treatment Plant and consisting of an administrative section containing 4 sections and a technical section containing 12 divisions, as listed in the table of contents thereof.
8.8 Drawings consisting of a cover sheet, index sheet and sheets numbered G01 to E11.
8.9 Addenda Numbers 1 to 2, inclusive.
8.10 CONTRACTOR'S Bid (Copy), inclusive, marked Exhibit A.
8.11 Documentation submitted by CONTRACTOR prior to Notice of Award (Pages N/A to N/A, inclusive).
8.12 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

Article 9 - MISCELLANEOUS

9.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except

to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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

9.4 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.

9.5 OTHER PROVISIONS

(State other intentions in this space)

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

This Agreement will be effective on May 1, 2017
(which is the Effective date of the Agreement).

OWNER

St. John the Baptist Parish

By: Natalie Robottom
Natalie Robottom

(CORPORATE SEAL)

Attest _____

Address for giving notices

1801 West Airline Highway
Laplace, Louisiana 70068

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

CONTRACTOR

The Lemoine Company, L.L.C.

By: Vincent Champagne II
Vincent Champagne II
Vice President of Preconstruction

(CORPORATE SEAL)

Attest Donald H. Broussard, Jr.
Donald H. Broussard, Jr.

Address for giving notices

214 Jefferson Street, Suite 200
Lafayette, Louisiana 70501

License No.: 32600

Agent for service of Process: _____
Donald H. Broussard, Jr.
(If CONTRACTOR is a corporation, attach evidence of authority to sign).

END OF SECTION

Bond No. 8244-35-38

CONSTRUCTION PERFORMANCE BOND

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

CONTRACTOR (Name and Address)

The Lemoine Company, L.L.C.
214 Jefferson Street, Suite 200
Lafayette, Louisiana 70501

SURETY (Name and Principal Place of Business)

Federal Insurance Company
15 Mountain View Road
Warren, New Jersey 07059

OWNER (Name and Address)

St. John the Baptist Parish
1801 West Airline Highway
LaPlace, Louisiana 70068

CONSTRUCTION CONTRACT
Date: 5/1/17
Amount: **$8,211,400.00** Eight Million Two Hundred Eleven Thousand Four Hundred and No/100 Dollars
Description (Name and Location): **Reserve Wastewater Treatment Plant**

BOND
Date: (Not Earlier than Construction Contract Date) 5/1/17
Amount: **$8,211,400.00** Eight Million Two Hundred Eleven Thousand Four Hundred and No/100 Dollars
Modifications to this Bond Form:
N/A

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)
The Lemoine Company, L.L.C.

Signature: _____
Name and Title:
Vincent Champagne II
Vice President of Preconstruction

SURETY
Company: (Corp. Seal)
Federal Insurance Company

Signature: _____
Name and Title:
Marc W. Boots
Attorney - In - Fact

(Space is provided below for signatures of additional parties, if required.)

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 American, 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 the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 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

3.2 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; and

3.3 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 bids or negotiated proposals 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 therefore to the Owner; or

2. Deny liability in whole or in part and notify the Owner citing reasons therefore.

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 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 here from 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:	OWNERS' REPRESENTATIVE (Architect, Engineer, or other party): Environmental Engineering Services, Inc. 610 Belle Terre Boulevard, LaPlace, Louisiana 70068 (985) 653-0185

Bond No. 8244-35-38

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (Name and Address)

The Lemoine Company, L.L.C.
214 Jefferson Street, Suite 200
Lafayette, Louisiana 70501

SURETY (Name and Principal Place of Business)

Federal Insurance Company
15 Mountain View Road
Warren, New Jersey 07059

OWNER (Name and Address)

St. John the Baptist Parish
1801 West Airline Highway
LaPlace, Louisiana 70068

CONSTRUCTION CONTRACT
Date: 6/1/17
Amount: **$8,211,400.00** Eight Million Two Hundred Eleven Thousand Four Hundred and No/100 Dollars
Description (Name and Location): **Reserve Wastewater Treatment Plant**

BOND
Date: (Not Earlier than Construction Contract Date) 5/1/17
Amount: **$8,211,400.00** Eight Million Two Hundred Eleven Thousand Four Hundred and No/100 Dollars
Modifications to this Bond Form:
N/A

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)
The Lemoine Company, L.L.C.
Signature: Vincent Champagne II
Name and Title:
Vincent Champagne II
Vice President of Preconstruction

SURETY
Company: (Corp. Seal)
Federal Insurance Company
Signature:
Name and Title:
Marc W. Boots
Attorney - In - Fact

(Space is provided below for signatures of additional parties, if required.)

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, American Subcontractors Association, and the Associated Specialty Contractors.
Reprinted 10/90

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 claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for payment for labor, materials, or equipment furnished 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, which 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 that 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 of after the expiration of one year form 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 or 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 sureties 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 the Bond conflicting with said statutory or legal requirement shall be deemed deleted here from 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, material 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:	OWNERS' REPRESENTATIVE (Architect, Engineer, or other party): Environmental Engineering Services, Inc. 610 Belle Terre Boulevard, LaPlace, Louisiana 70068 (985) 653-0185

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Joseph R. Aulbert, Marc W. Boots, Richard Covington, Ashley Koletar, Vickie Lacy and Maria D. Zuniga of Houston, Texas; Susan Golla of San Antonio, Texas ----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **15th** day of **February, 2017.**

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY

County of Hunterdon ss.

On this **15th** day of **February, 2017** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318685
Commission Expires July 16, 2019

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,

(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and

(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this May 1, 2017

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

CORPORATE RESOLUTION

Limited Liability Company. Corporate Resolution is Not Applicable. See Attached

A meeting of the Board of Directors of _____
a corporation organized under the laws of the State of _____
and domiciled _____ was held this ___ day of _____,
20__ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and, after discussion, was unanimously adopted by said quorum:

BE IT RESOLVED, that _____ is hereby authorized to submit bid proposals and execute agreements on behalf of this corporation with the Parish of St. John the Baptist for the construction of public improvements for the Parish of St. John the Baptist and/or any City within the Parish of St. John the Baptist.

BE IT FURTHER RESOLVED that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the purchasing agency of the Parish of St. John the Baptist, shall have been furnished a copy of said resolution, duly certified.

I, _____ hereby certify that I am the Secretary of _____ a corporation created under the laws of the State of Louisiana domiciled in _____; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the _____day of _____ 20__, as said resolution appears of record in the Official minutes of the Board of Directors in my possession this _____ day of _____ 20__.

Limited Liability Company. Corporate Resolution is Not Applicable. See Attached

_____
Secretary

END OF SECTION

CERTIFICATE OF THE LEMOINE COMPANY, L.L.C.

Pursuant to Article VI of the Articles of Organization of The Lemoine Company, L.L.C. ("Company"), unless and until an authentic act of amendment to the Articles of Organization of the Company is filed in the office of the Louisiana Secretary of State and in each parish in which the Company owns immovable property, persons dealing with the Company may rely upon a certificate bearing the signature of any manager to establish the membership of any member, the authenticity of any records of the Company, or the authority of any person to act on behalf of the Company, including but not limited to the authority to take all actions referred to in LSA-R.S. 12:1318(B).

Pursuant to the authority granted in Article VI of the Articles of Organization of the Company, the undersigned Manager, being one of the Managers of the Company, hereby certifies that Leonard K. Lemoine, Vincent Champagne, II and Donald H. Broussard, Jr., or either of them, have the authority to prepare, execute and submit on behalf of the Company bid proposals to any person or entity and to enter into and execute contracts with any person or entity, containing such terms and provisions as either of them may in their sole discretion deem advisable, for the purposes of promoting the business of the Company, and shall have the authority to execute, deliver, acknowledge, file and record all documents and take all other actions which either of them may deem necessary or advisable in order to carry out the obligations of the Company as set forth in such bid proposals.

Pursuant to the authority granted in Article VI of the Articles of Organization of the Company, the undersigned Manager, being one of the Managers of the Company, hereby certifies that Leonard K. Lemoine, Donald H. Broussard, Jr., Gregory E. Landry, Vincent Champagne II, William M. Lemoine, Seth A. Lemoine, Robert Michael Rice and Timothy Burdette or any one of them, have the authority to prepare, execute and submit on behalf of the

Company subcontract agreements and related change orders to any person or entity and to containing such terms and provisions as any one of them may in their sole discretion deem advisable, for the purposes of promoting the business of the Company, and shall have the authority to execute, deliver, acknowledge, file and record all documents and take all other actions which either of them may deem necessary or advisable in order to carry out the obligations of the Company as set forth in such subcontract agreements or change orders.

This Certificate of Authority supersedes and terminates all prior Certificates of Authority issued by the Company and its Members as of the date hereof.

THUS DONE AND SIGNED on this 8th day of June 2014, in Lafayette, Louisiana.

Leonard K. Lemoine, Manager

This is to certify that this is a true copy of The Lemoine Company, L.L.C.

Donald H. Broussard, Jr.
Secretary/Treasurer/Chief Financial Officer

897146.1

STATE OF LOUISIANA
PARISH OF ST. JOHN THE BAPTIST

PROJECT NAME: **Reserve Wastewater Treatment Plant**

PROJECT NO.: **1108**

LOCATION: **Reserve, Louisiana**

AFFIDAVIT

Before me, the undersigned authority, duly commissioned and qualified with and for the state and parish aforesaid, personally came and appeared Vincent Champagne II representing The Lemoine Company, LLC who, being by me first duly sworn deposed and said that he has read this affidavit and do hereby agree under oath to comply with all provisions herein as follows:

Section 2224 of Chapter 10 of Title 38
of the LA. Revised Statutes
as amended.

(1) That affiant employed no person, corporation, firm, association or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and

(2) That no part of the contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction of the public building or project were in the regular course of their duties for affiant.

The Lemoine Company, LLC

By: Vincent Champagne II
Vincent Champagne II
Vice President of Preconstruction

SWORN TO AND SUBSCRIBED BEFORE ME THIS 27 DAY OF APRIL, 20 17.

NOTARY

END OF SECTION

LIMITED LIABILITY COMPANY

BOND CERTIFICATE AS TO ~~CORPORATE~~ PRINCIPAL

I, Donald H. Broussard, Jr., certify that I am the Secretary of the ~~Corporation~~ Limited Liability Company named as Principal in the within Bond; that Vincent Champagne II, who signed the said bond on behalf of the Principal was then Vice President of Preconstruction of said ~~Corporation;~~ Limited Liability Company that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said ~~corporation~~ Limited Liability Company by authorizing of this governing body.

The Lemoine Company, L.L.C.

(~~Corporate~~ Seal)
Limited Liability Company

Donald H. Broussard, Jr.
Secretary | Treasurer | Chief Financial Officer

Power-of-Attorney for person signing, for
Surety Company must be attached to Bond.

END OF SECTION

HOLD HARMLESS AGREEMENT

OWNER: ST. JOHN THE BAPTIST PARISH
1801 West Airline Highway
LaPlace, Louisiana 70068

ENGINEER: ENVIRONMENTAL ENGINEERING SERVICES, INC.
610 Belle Terre Boulevard
LaPlace, Louisiana 70068

The Contractor shall indemnify and hold harmless the Owner and the Engineers and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense: (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from: and (b) is caused in whole or in part by any negligent act or omission of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not is caused in part by a party indemnified hereunder.

In any and all claims against the Owner or the Engineers, or any of their agents or employees by any employee of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may liable, the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this Agreement shall not extend to the liability of the Engineers, their agents or employees arising out of: (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications: or (2) the giving of or the failure to give directions or instructions by the Engineers, their agents or employees provided such giving or failure to give its primary cause of the injury or damage.

CONTRACTOR: The Lemoine Company, LLC

By: Vincent Champagne II

Vincent Champagne II, Vice President of Preconstruction

WITNESSES: Donald H. Brossard, Jr.

END OF SECTION

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/27/2017

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

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

PRODUCER
Wright & Percy Ins - Baton Rouge
A Division of BancorpSouth Insurance Services
P O Box 3809
Baton Rouge LA 70821-3809

CONTACT NAME: Trent Sandahl
PHONE (A/C, No, Ext): 225-336-3200 FAX (A/C, No):
E-MAIL ADDRESS: switchboard@wright-percy.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Illinois National Insurance Company	23817
INSURER B : National Union Fire Ins Co Pittsbur	19445
INSURER C : New Hampshire Insurance Co.	23841
INSURER D : Indian Harbor Insurance Co.	36940
INSURER E : XL Specialty Insurance Company	37885
INSURER F :	

INSURED LEMOCOM-01
The Lemoine Company LLC
214 Jefferson Street Suite 200
Lafayette LA 70501

COVERAGES CERTIFICATE NUMBER: 715705088 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GL1617021	9/1/2016	9/1/2017	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$15,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			CA8262810	9/1/2016	9/1/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	X ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			BE060476671	9/1/2016	9/1/2017	EACH OCCURRENCE	$25,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$25,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC001593397	9/1/2016	9/1/2017	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D E	Professional/Pollution Equipment Coverage			CE0742083201 UM00052499MA16A	9/1/2016 9/1/2016	9/1/2017 9/1/2017	$5,000,000 Occ. See Remarks	$5,000,000 Aggr.

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

Subject to policy terms, conditions and exclusions; the certificate holder shall be considered a Blanket Additional Insured on a Primary and Non-Contributory basis (on General Liability, Automobile Liability and Excess policies) with a Blanket Waiver of Subrogation (on General Liability, Automobile Liability, Excess and Workers' Compensation policies) in their favor when required by written contract, but only to the extent of the Named Insured's obligation to indemnify, defend and/or hold harmless the certificate holder as required by written contract.

Subject to policy terms, conditions and exclusions, 60 day notice of cancellation shall be given.
See Attached...

CERTIFICATE HOLDER

St. John the Baptist Parish and
Environmental Engineering Services, Inc.
610 Belle Terre Boulevard
LaPlace LA 70068

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Trent Sandahl

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AGENCY CUSTOMER ID: LEMOCOM-01

LOC #:

ACORD® ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Wright & Percy Ins - Baton Rouge		The Lemoine Company LLC 214 Jefferson Street Suite 200 Lafayette LA 70501
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Blanket Alternate Employer on the Workers' Compensation when required by written contract.

Workers' Compensation includes Officers.

With respects to Pollution subject to policy terms, conditions and exclusions: The certificate holder shall be considered a blanket Additional Insured when required by written contract.

With respects to Pollution and Professional subject to the policy terms, conditions and exclusions: The certificate holder shall have a blanket Waiver of Subrogation in their favor when required by written contract.

Equipment Coverage: Leased/Rented: Limit $1,600,000 per item / $3,000,000 per occurrence.

Certificate Holder shown is Additional Insured and Loss Payee with respects to leased/rented equipment when required by written contract. Subject to policy terms and conditions, Loss Payee shall receive the amount The Lemoine Company, LLC is obligated to pay for direct physical loss or damage to contractor's equipment by reason of their assumption of liability in a written contract or written agreement executed prior to the loss or damage for contractor's equipment that you lease or rent.

No Boom Overload Exclusion applies.

Re: Reserve Wastewater Treatment Plant, St. John the Baptist Parish LA, EES Project No. 1108

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EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY): 4/27/2017

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

PRODUCER NAME, CONTACT PERSON AND ADDRESS — PHONE (A/C, No, Ext): 225-336-3200

BancorpSouth Insurance Services, Inc.
4041 Essen Lane, Suite 400
Baton Rouge LA 70809

FAX (A/C, No): 225-336-4536 — E-MAIL ADDRESS:

CODE: — SUB CODE:

AGENCY CUSTOMER ID #:

COMPANY NAME AND ADDRESS — NAIC NO: 24554

XL Insurance America, Inc.
70 Seaview Ave
Stamford CT 06902-6040

IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH

POLICY TYPE: Builders Risk

NAMED INSURED AND ADDRESS
The Lemoine Company LLC
214 Jefferson Street Suite 200
Lafayette, LA 70501

LOAN NUMBER:

POLICY NUMBER: US00078633CA17A

EFFECTIVE DATE: 05/15/2017 — EXPIRATION DATE: 11/15/2018 — ☐ CONTINUED UNTIL TERMINATED IF CHECKED

ADDITIONAL NAMED INSURED(S)
See Remarks for Complete Named Insured

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) ☐ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION
251 Za Rd., Reserve LA 70084

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

PERILS INSURED: ☐ BASIC ☐ BROAD X SPECIAL ☐

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: $ 9,032,540 — DED: 10,000

	YES	NO	N/A		
☐ BUSINESS INCOME ☐ RENTAL VALUE		X		If YES, LIMIT:	Actual Loss Sustained; # of months
BLANKET COVERAGE		X		If YES, indicate value(s) reported on property identified above $	
TERRORISM COVERAGE		X		Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?	X				
IS DOMESTIC TERRORISM EXCLUDED?	X				
LIMITED FUNGUS COVERAGE		X		If YES, LIMIT:	DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)	X				
REPLACEMENT COST	X				
AGREED VALUE		X			
COINSURANCE		X		If YES, %	
EQUIPMENT BREAKDOWN (If Applicable)		X		If YES, LIMIT:	DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	X			If YES, LIMIT:	DED:
- Demolition Costs	X			If YES, LIMIT: 2,000,000	DED: 10,000
- Incr. Cost of Construction	X			If YES, LIMIT: 2,000,000	DED: 10,000
EARTH MOVEMENT (If Applicable)	X			If YES, LIMIT: 9,032,540	DED: 25,000
FLOOD (If Applicable)	X			If YES, LIMIT: 200,000	DED: 25,000
WIND / HAIL INCL ☐ YES ☐ NO Subject to Different Provisions:			X	If YES, LIMIT:	DED:
NAMED STORM INCL ☐ YES ☐ NO Subject to Different Provisions:			X	If YES, LIMIT:	DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	X				

CANCELLATION

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

ADDITIONAL INTEREST

☐ CONTRACT OF SALE ☐ LENDER'S LOSS PAYABLE ☐ LOSS PAYEE
☐ MORTGAGEE

NAME AND ADDRESS
St. John the Baptist Parish and
Environmental Engineering Services, Inc.
610 Belle Terre Boulevard
LaPlace LA 70068

LENDER SERVICING AGENT NAME AND ADDRESS

AUTHORIZED REPRESENTATIVE
D Neal Chaggaris

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AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD® ADDITIONAL REMARKS SCHEDULE

AGENCY BancorpSouth Insurance Services, Inc.	NAMED INSURED The Lemoine Company LLC 214 Jefferson Street Suite 200 Lafayette, LA 70501
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 28 FORM TITLE: EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

REMARKS
Named Insured: The Lemoine Company LLC

Additional Named Insured: St. John the Baptist Parish and Environmental Engineering Services, Inc.; All Sub Contractors, Sub-Sub Contractors and others as required by written contract

Coverage: Builders Risk - Broad (special) cause of loss form

Valuation: Coverage is based on replacement cost basis; no co-insurance

Limits of Insurance:
Hard Cost: $8,211,400
Soft Cost: $821,140
Total Insurance Value: $9,032,540

Sublimits:
Property in Transit: $2,000,000
Offsite Storage: $2,000,000

Deductibles:
AOP: $10,000
Flood: $25,000
Earthquake: $25,000
Named Storm: $250,000
Soft Cost: 30 day waiting period

Re: Reserve Wastewater Treatment Plant, St. John the Baptist Parish LA, EES Project No. 1108

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 Exhibit A

Central Auction House Bid Details for Listing: Reserve Wastewater Treatment Plant

BidID: 14305
Vendor: tlcspecialprojects
Vendor number: 32600
Bid amount: $0.00
Delivery: 0 Days
Bid details: From:
The Lemoine Company, LLC
214 Jefferson Street, Suite 200
Lafayette, LA 70501

Louisiana State Contractor's License No. 32600
Classification - Municipal & Public Works License
Expires March 31, 2018

Sealed Bid Proposal for:
Reserve Wastewater Treatment Plant
EES Project No. 1108

To:
St. John the Baptist Parish Council
1801 West Airline Highway
LaPlace, Louisiana 70068

Print Back

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: St. John the Baptist Parish
1801 West Airline Highway
LaPlace, LA 70068

BID FOR: Reserve Wastewater Treatment Plant
EES Project No. 1108

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Environmental Engineering Services, Inc. and dated: June 2015.

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

Addendum No. 1	Addendum Date: March 8, 2017	Addendum No. 2	Addendum Date: March 15, 2017
Addendum No. N/A	Addendum Date: N/A	Addendum No. N/A	Addendum Date: N/A
Addendum No. N/A	Addendum Date: N/A	Addendum No. N/A	Addendum Date: N/A

TOTAL BASE BID: For all work required by the Bidding Documents, the lump sum of:
Seven Million Nine hundred Sixty one Thousand Four hundred Dollars ($ 7,961,400.00)
(price in words) (price in numbers)

ALTERNATE NO. 1: If concrete embankment is used in lieu of limestone rock, Add to the base bid:
Two hundred Fifty Thousand Dollars ($ 250,000.00)
(price in words) (price in numbers)

NAME OF BIDDER: The Lemoine Company, LLC

ADDRESS OF BIDDER: 214 Jefferson St., Suite 200
Lafayette, LA 70501

TELEPHONE NUMBER AND E-MAIL ADDRESS: 337-366-7720; donald.broussard@lemoinecompany.com

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 32600

NAME OF AUTHORIZED SIGNATORY OF BIDDER: Donald H. Broussard, Jr.

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: Secretary / Treasurer / CFO

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: Donald H. Broussard, Jr.

DATE: 03/21/2017

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.
** If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212(O).

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

TO: St. John the Baptist Parish
1801 West Airline Highway
LaPlace, LA 70068

BID FOR: Reserve Wastewater Treatment Plant
EES Project No. 1108

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

DESCRIPTION:	X Base Bid or ☐ Alt.# ___ Mobilization/Demobilization			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
1	1	Lump Sum	$200,000	$200,000

DESCRIPTION:	X Base Bid or ☐ Alt.# ___ Earthwork			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
2	1	Lump Sum	1,630,000-	1,630,000-

DESCRIPTION:	X Base Bid or ☐ Alt.# ___ Limestone Rip Rap Stabilization			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
3	1	Lump Sum	283,700-	283,700-

DESCRIPTION:	X Base Bid or ☐ Alt.# ___ Headworks			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
4	1	Lump Sum	1,200,000-	1,200,000-

DESCRIPTION:	X Base Bid or ☐ Alt.# ___ Influent Structure			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
5	1	Lump Sum	435,000-	435,000-

DESCRIPTION:	X Base Bid or ☐ Alt.# ___ Chlorine Shed			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
6	1	Lump Sum	450,000-	450,000-

DESCRIPTION:	X Base Bid or ☐ Alt.# ___ Effluent Pump Station			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
7	1	Lump Sum	550,000-	550,000-

DESCRIPTION:	X Base Bid or ☐ Alt.# __ Effluent Structure/Chlorine Contact Structure & Piping			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
8	1	Lump Sum	200,000-	200,000-

DESCRIPTION:	X Base Bid or ☐ Alt.# __ Sulphur Dioxide Structure/Sludge Pump			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
9	1	Lump Sum	400,000-	400,000-

DESCRIPTION:	X Base Bid or ☐ Alt.# __ Aeration Basin			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
10	1	Lump Sum	550,000-	550,000-

DESCRIPTION:	X Base Bid or ☐ Alt.# __ Electrical			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
11	1	Lump Sum	680,000-	680,000-

DESCRIPTION:	X Base Bid or ☐ Alt.# __ ZA Force Main			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
12	1	Lump Sum	600,000-	600,000-

DESCRIPTION:	X Base Bid or ☐ Alt.# __ Pile Foundation			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
13	1	Lump Sum	250,000-	250,000-

DESCRIPTION:	X Base Bid or ☐ Alt.# __ Fencing			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
14	1	Lump Sum	115,000-	115,000-

DESCRIPTION:	X Base Bid or ☐ Alt.# __ Road Upgrade			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
15	1	Lump Sum	337,700-	337,700-

DESCRIPTION:	X Base Bid or ☐ Alt.# __ Water Main			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
16	1	Lump Sum	80,000-	80,000-

DESCRIPTION:	☐ Base Bid or X Alt# 1 Concrete Embankment			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
17	1	Lump Sum	250,000-	250,000-

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

BID BOND

BIDDER (Name and Address)
The Lemoine Company, LLC
214 Jefferson Street, Suite 200
Lafayette, Louisiana 70501

SURETY (Name and Address of Principal Place of Business)
Federal Insurance Company
15 Mountain View Road
Warren, New Jersey 07059

OWNER (Name and Address)
St. John the Baptist Parish
1801 West Airline Highway
LaPlace, Louisiana 70068

BID

BID DUE DATE: March 21, 2017
PROJECT (Brief Description Including Location): Reserve Wastewater Treatment Plant

BOND

BOND NUMBER: Bid Bond
DATE: (Not later than Bid Due Date): March 21, 2017
PENAL SUM: Five Percent of the Greatest Amount Bid (5% GAB)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER	SURETY
The Lemoine Company, LLC (SEAL)	Federal Insurance Company (SEAL)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: Donald H. Broussard, Jr.	By: Maria D. Zuniga
Signature and Title Donald H. Broussard, Jr. Secretary / Treasurer / CFO	Signature and Title (Attach Power of Attorney) Maria D. Zuniga Attorney-In-Fact
Attest: Laurie Brasseaux	Attest: Robert M. Verdin
Signature and Title Laurie Brasseaux, Witness	Signature and Title Robert M. Verdin Resident Agent Lic/No. 85911

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

EJCDC NO. 1910.28-C (1990 Edition)

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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assign to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

3. This obligation shall be null and void if:

   3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
   3.2 All bids are rejected by Owner, or
   3.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of and any all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award, including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United State Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond, a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set for at length. If any provision of any applicable statute, then the provision of said statue shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

END OF SECTION

Chubb Surety	POWER OF ATTORNEY	Federal Insurance Company Vigilant Insurance Company Pacific Indemnity Company	Attn: Surety Department 15 Mountain View Road Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Joseph R. Aulbert, Marc W. Boots, Richard Covington, Ashley Koletar, Vickie Lacy, P. T. Osburn and Maria D. Zuniga of Houston, Texas; Susan Golla of San Antonio, Texas

each as their true and lawful Attorney- In- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 24th day of August, 2015.

Dawn M. Chioros, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

ss.

County of Somerset

On this 24th day of August, 2015 before me, a Notary Public of New Jersey, personally came Dawn M. Chioros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chioros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2019

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"Except as otherwise provided in these By-Laws or by law or as otherwise directed by the Board of Directors, the President or any Vice President shall be authorized to execute and deliver, in the name and on behalf of the Corporation, all agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and the seal of the Corporation, if appropriate, shall be affixed thereto by any of such officers or the Secretary or an Assistant Secretary. The Board of Directors, the President or any Vice President designated by the Board of Directors may authorize any other officer, employee or agent to execute and deliver, in the name and on behalf of the Corporation, agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and, if appropriate, to affix the seal of the Corporation thereto. The grant of such authority by the Board or any such officer may be general or confined to specific instances."

I, Dawn M. Chioros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing extract of the By- Laws of the Companies is true and correct,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

Dawn M. Chioros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3658 e-mail: surety@chubb.com

Form 15-10-0225B- U GEN CONSENT (rev. 07-15)

CORPORATE RESOLUTION

Limited Liability Company. Corporate Resolution is Not Applicable. See attached

A meeting of the Board of Directors of _____ - _____
a corporation organized under the laws of the State of _____ - _____
and domiciled _____ - _____ was held this __ day of _____ - _____,
20__ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and, after discussion, was unanimously adopted by said quorum:

BE IT RESOLVED, that _____ - _____ is hereby authorized to submit bid proposals and execute agreements on behalf of this corporation with the Parish of St. John the Baptist for the construction of public improvements for the Parish of St. John the Baptist and/or any City within the Parish of St. John the Baptist.

BE IT FURTHER RESOLVED that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the purchasing agency of the Parish of St. John the Baptist, shall have been furnished a copy of said resolution, duly certified.

I, _____ - _____ hereby certify that I am the Secretary of _____ - _____ a corporation created under the laws of the State of Louisiana domiciled in _____ - _____; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the _____ - _____ day of _____ - _____ 20__, as said resolution appears of record in the Official minutes of the Board of Directors in my possession this _____ - _____ day of _____ - _____ 20__.

_____ - _____
Secretary

END OF SECTION

CERTIFICATE OF THE LEMOINE COMPANY, L.L.C.

Pursuant to Article VI of the Articles of Organization of The Lemoine Company, L.L.C. ("Company"), unless and until an authentic act of amendment to the Articles of Organization of the Company is filed in the office of the Louisiana Secretary of State and in each parish in which the Company owns immovable property, persons dealing with the Company may rely upon a certificate bearing the signature of any manager to establish the membership of any member, the authenticity of any records of the Company, or the authority of any person to act on behalf of the Company, including but not limited to the authority to take all actions referred to in LSA-R.S. 12:1318(B).

Pursuant to the authority granted in Article VI of the Articles of Organization of the Company, the undersigned Manager, being one of the Managers of the Company, hereby certifies that Leonard K. Lemoine, Vincent Champagne, II and Donald H. Broussard, Jr., or either of them, have the authority to prepare, execute and submit on behalf of the Company bid proposals to any person or entity and to enter into and execute contracts with any person or entity, containing such terms and provisions as either of them may in their sole discretion deem advisable, for the purposes of promoting the business of the Company, and shall have the authority to execute, deliver, acknowledge, file and record all documents and take all other actions which either of them may deem necessary or advisable in order to carry out the obligations of the Company as set forth in such bid proposals.

Pursuant to the authority granted in Article VI of the Articles of Organization of the Company, the undersigned Manager, being one of the Managers of the Company, hereby certifies that Leonard K. Lemoine, Donald H. Broussard, Jr., Gregory E. Landry, Vincent Champagne II, William M. Lemoine, Seth A. Lemoine, Robert Michael Rice and Timothy Burdette or any one of them, have the authority to prepare, execute and submit on behalf of the

Company subcontract agreements and related change orders to any person or entity and to containing such terms and provisions as any one of them may in their sole discretion deem advisable, for the purposes of promoting the business of the Company, and shall have the authority to execute, deliver, acknowledge, file and record all documents and take all other actions which either of them may deem necessary or advisable in order to carry out the obligations of the Company as set forth in such subcontract agreements or change orders.

This Certificate of Authority supersedes and terminates all prior Certificates of Authority issued by the Company and its Members as of the date hereof.

THUS DONE AND SIGNED on this 8th day of June 2014, in Lafayette, Louisiana.

Leonard K. Lemoine, Manager

This is to certify that this is a true copy of The Lemoine Company, L.L.C.

Secretary/Treasurer/Chief Financial Officer

897146.1

State of Louisiana

State Licensing Board for Contractors

This is to Certify that:

LEMOINE COMPANY, L.L.C., THE
214 Jefferson Street, Suite 200
Lafayette, LA 70501

is duly licensed and entitled to practice the following classifications

BUILDING CONSTRUCTION; HEAVY CONSTRUCTION; HIGHWAY, STREET AND BRIDGE CONSTRUCTION; MUNICIPAL AND PUBLIC WORKS CONSTRUCTION

STATE OF LOUISIANA
UNION JUSTICE CONFIDENCE

Witness our hand and seal of the Board dated,
Baton Rouge, LA 9th day of April 2015

Director

Chairman

Secretary-Treasurer

Expiration Date: March 31, 2018

License No: 32600

This License Is Not Transferrable

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, Keith Green Jr, 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

Keith Green JR., Chief Civil Division
TYPE OR PRINT NAME 40th JD District Attorney's Office

DATE MAY 5, 2017

ST. JOHN THE BAPTIST PARISH COUNCIL

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

Division A
Larry Sorapuru, Jr.
502 Hwy. 18 River Road
Edgard, LA 70049
Cell 504-218-9049

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

District I
Kurt Becnel
5605 Hwy. 18 River Road
Town of Wallace
Vacherie, LA 70090
Cell 504-330-6338

District II
Julia Remondet
1805 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-330-7739

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

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

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
Raj Pannu
2169 Augusta Drive
LaPlace, LA 70068
Cell 504-417-3282

April 12th, 2017

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

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 11th, 2017.

"Councilman Sorapuru moved and Councilwoman Remondet seconded the motion to grant administration authorization to award the Wastewater Retention Pond Conversion to Wastewater Treatment Plant to The Lemoine Company, LLC and that in the negotiation of the contact we request DBE's and that an audit be done on the entire project. The motion passed with Councilwomen Hotard, Pannu and Councilman Wright absent."

CERTIFICATION

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 11th day of April, 2017.

April 12th, 2017

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council