

# CONTRACTOR CERTIFICATE OF SUBSTANTIAL COMPLETION

DATE OF ISSUANCE: May 21, 2014

PROJECT: Water Tower Altitude Valves

OWNER: St. John the Baptist Parish

OWNER'S Contract No.: \_\_\_\_\_

ENGINEER: Environmental Engineering Services, Inc. ENGINEER'S Project No.: 1304

CONTRACTOR: Mitchell Contracting, Inc.

This Certificate of Substantial Completion applies to Work under the Contract Documents or to the following specified parts thereof:

TO: St. John the Baptist Parish  
Owner

And TO: Mitchell Contracting, Inc.  
Contractor

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

May 12, 2014  
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within 45 days of the above date of Substantial Completion.

EJCEC No. 1910-8-D (1990 Edition)  
Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

**RESPONSIBILITIES:**

**OWNER:** As outlined in the Contract Documents  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR:** As outlined in the Contract Documents  
\_\_\_\_\_  
\_\_\_\_\_

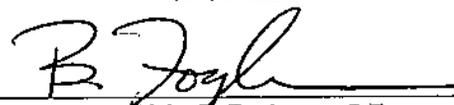
The following documents are attached to and made a part of this Certificate:

Punch lists (5) dated May 20, 2014.

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

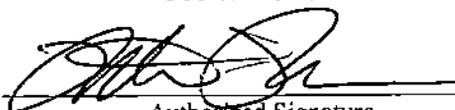
Executed by ENGINEER on MAY 21, 2014

ENVIRONMENTAL ENGINEERING SERVICES, INC.  
ENGINEER

BY:   
Blake L. Fogleman, P.E.

CONTRACTOR accepts this Certificate of Substantial Completion on May, 2014

MITCHELL CONTRACTING, INC.  
CONTRACTOR

BY:   
Authorized Signature

OWNER accepts this Certificate of Substantial Completion on June 10, 2014

ST. JOHN THE BAPTIST PARISH  
OWNER

BY:   
Natalie Robottom, Parish President

**END OF SECTION**











# RESIDENT PROJECT CERTIFICATE OF SUBSTANTIAL COMPLETION REPRESENTATIVE

DATE OF ISSUANCE: May 21, 2014

PROJECT: Water Tower Altitude Valves

OWNER: St. John the Baptist Parish

OWNER'S Contract No.: \_\_\_\_\_

ENGINEER: Environmental Engineering Services, Inc. ENGINEER'S Project No.: 1304

CONTRACTOR: Mitchell Contracting, Inc.

This Certificate of Substantial Completion applies to Work under the Contract Documents or to the following specified parts thereof:

TO: St. John the Baptist Parish  
Owner

And TO: Mitchell Contracting, Inc.  
Contractor

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

May 12, 2014

DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within 45 days of the above date of Substantial Completion.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

**RESPONSIBILITIES:**

**OWNER:** As outlined in the Contract Documents

**CONTRACTOR:** As outlined in the Contract Documents

The following documents are attached to and made a part of this Certificate:

Punch lists (5) dated May 20, 2014.

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

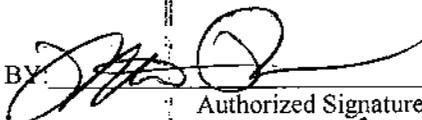
Executed by ENGINEER on MAY 21, 2014

ENVIRONMENTAL ENGINEERING SERVICES, INC.  
ENGINEER

BY:   
Blake E. Fogleman, P.E.

CONTRACTOR accepts this Certificate of Substantial Completion on May 23, 2014

MITCHELL CONTRACTING, INC.  
CONTRACTOR

BY:   
Authorized Signature

OWNER accepts this Certificate of Substantial Completion on June 10, 2014

ST JOHN THE BAPTIST PARISH  
OWNER

BY:   
Natalie Robottom, Parish President

**END OF SECTION**













June 11, 2014

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

Re: St. John the Baptist Parish  
LDHH Drinking Water Loan  
Substantial Completion  
Altitude Valves  
DE Project No. 102-1153

Dear Ms. Milioto:

We are hereby transmitting four partially signed original copies of the substantial completion for the Altitude Valves Project. Please have the Parish President sign these documents and distribute them accordingly. If you have any questions or require additional information please contact us.

Sincerely,

DIGITAL ENGINEERING

A handwritten signature in black ink, appearing to read 'Robert J. Delaune Jr.'.

Robert J Delaune Jr, P.E.  
Vice President

# CHANGE ORDER

(Instructions on next sheet)

NO. 1

PROJECT: Water Tower Altitude Valves

DATE OF ISSUANCE: April 16, 2014 EFFECTIVE DATE: Date of Owner's Signature

OWNER: St. John the Baptist Parish OWNER'S Contract No.: \_\_\_\_\_

ENGINEER: Environmental Engineering Services, Inc. ENGINEER'S Project No.: 1304

CONTRACTOR: Mitchell Contracting, Inc.

You are directed to make the following changes in the Contract Documents:

## Description:

- **CO1-1 Courthouse:** Bury exposed HDPE water lines (\$4,347.50).
- **CO1-2 Courthouse:** Grading of site to drain (\$5,630.00).
- **CO1-3 Walnut:** Replace 8" flanged valve (\$842.00).
- **CO1-4 Walnut:** Install 10" MJ gate valve on existing line (3,844.50).
- **CO1-5 Reserve:** Extend maintenance slab (\$2,460.00).
- **CO1-6 Reserve:** Extend 16" spool pipe by 10' (\$4,189.00).
- **CO1-7 Reserve:** Tie-in modification (\$28,425.00).
- **CO1-8 Belle Terre:** Extend 16" spool pipe by 10' (\$4,189.00).

## Reason for Change Order:

- **CO1-1:** The site currently has multiple HDPE waterlines exposed above ground. This item is to bury all lines to proper depths and install the emergency valve connection for the EOC.
- **CO1-2:** Existing site conditions does not allow for proper drainage. This item is to grade the site properly to drain water away from the water tower structure.
- **CO1-3:** The tower had an 8" drain valve leaking. This item was for a new valve and installation.
- **CO1-4:** The tower had no true isolation valve. This item is for a 10" gate valve to allow only the tower to be shut off when necessary.
- **CO1-5:** The tower has a foundation ring that interferes with proposed piping installation. This item is to extend the maintenance slab past the foundation.
- **CO1-6:** The tower has a foundation ring that interferes with proposed piping installation. This item is to extend above ground piping by 10' to avoid conflict with the foundation.
- **CO1-7:** The tower has a single tie-in to distribution lines near tower site. This item allows for individual tie-in isolation of all distribution lines.
- **CO1-8:** The tower has a foundation ring and pile cap that interferes with both the existing and proposed piping installation. This item is to extend above ground piping by 10' to avoid conflict with the foundation.



St. John The Baptist  
Eliana DeFrancesch, Clerk of Court  
Recorded 7/11/2014 at 10:56 AM  
0002 Pages  
0000330463-MO

# ORIGINAL CERTIFICATE OF SUBSTANTIAL COMPLETION

DATE OF ISSUANCE: May 21, 2014

PROJECT: Water Tower Altitude Valves

OWNER: St. John the Baptist Parish OWNER'S Contract No.: \_\_\_\_\_

ENGINEER: Environmental Engineering Services, Inc. ENGINEER'S Project No.: 1304

CONTRACTOR: Mitchell Contracting, Inc.

This Certificate of Substantial Completion applies to Work under the Contract Documents or to the following specified parts thereof:



St. John The Baptist  
Eliana DeFrancesch, Clerk of Court  
Recorded 7/11/2014 at 10:58 AM  
0008 Pages  
**0000330464-MO**

TO: St. John the Baptist Parish  
Owner

And TO: Mitchell Contracting, Inc.  
Contractor

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

May 12, 2014  
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within 45 days of the above date of Substantial Completion.

Consultant's  
Copy



St. John The Baptist  
Eliana DeFrancesch, Clerk of Court  
Recorded 7/11/2014 at 10:53 AM  
0017 Pages  
**0000330462-MO**

STATE OF LOUISIANA  
LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

ENTITY/STATE AGREEMENT  
STATE PROJECT NO. H.009770  
FEDERAL AID PROJECT NO. H009770  
ST. JOHN MISSISSIPPI RIVER EASTBANK MULTI-USE PATH, PHASE 3/3A  
ST. JOHN THE BAPTIST PARISH

THIS AGREEMENT, is made and executed in three originals on this 18<sup>th</sup> day of June, 2014, by and between the Louisiana Department of Transportation and Development, through its Secretary, hereinafter referred to as "DOTD", and St. John the Baptist Parish Council, a political subdivision of the State of Louisiana, hereinafter referred to as ("Entity").

WITNESSETH: That;

WHEREAS, under the provisions of Title 23, United States Code, "Highways", as amended, funds have been appropriated out of the Highway Trust Fund to finance improvement projects under the direct administration of DOTD; and

WHEREAS, the Entity has requested an appropriation of funds to finance a portion of the project as described herein; and

WHEREAS, the DOTD and the Entity entered into a formal agreement on July 31, 2012 for this project; and wishes to amend that agreement to reflect the changes to the program and to certain other changes as described herein; and

WHEREAS, the parties agree that upon final approval of this agreement, it will supercede the July 31, 2012 Original Agreement for this project in its entirety; and

WHEREAS, DOTD is agreeable to the implementation of the Project and desires to cooperate with the Entity as hereinafter provided:

WHEREAS, Entity is required to attend the mandatory Qualification Core Training and reference the Local Public Agency Manual

NOW, THEREFORE, in consideration of the premises and mutual dependent covenants herein contained, the parties hereto agree as follows:

**ARTICLE I: PROJECT DESCRIPTION**

The Recitals set forth above are hereby incorporated herein and expressly made a part of this Agreement.



# Document G701™ - 2001



Recorded 7/11/2014 at 11:01 AM

0020 Pages

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## Change Order

<b>PROJECT (Name and address):</b> Edgard Courthouse - Renovation/Addition 2393 Louisiana Highway 18 Edgard, LA 70049	<b>CHANGE ORDER NUMBER:</b> 003 <b>DATE:</b> June 2, 2014	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR (Name and address):</b> Foret Contracting Group, LLC 354 West Main Street Thibodaux, LA 70301	<b>ARCHITECT'S PROJECT NUMBER:</b> 29067.00 <b>CONTRACT DATE:</b> May 28, 2013 <b>CONTRACT FOR:</b> General Construction	

### THE CONTRACT IS CHANGED AS FOLLOWS:

*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*  
 CO-003.1 Work associated with Proposal Request #004, dated 2/12/2014, to recover the existing acoustic panels in Courtroom Division C-152 with new fabric and provide new finishes in Office/Work-111, Office-112, Office-113 and Office-114; all in accordance with Change Proposal #020, submitted by Foret Contracting Group, LLC, dated 2/28/2014.

ADD: \$9,725.70 to the Contract Sum and no adjustment to the Contract Time.

CO-003.2 Work associated with RFI #047 Response dated 4/7/2014, to provide a 3'-0" x 5'-0" windstorm-rated door at the rooftop mechanical access in lieu of a 3'-0" x 6'-8" door due to the location of an existing steel beam; all in accordance with Change Proposal #021, submitted by Foret Contracting Group, LLC, dated 4/9/2014.

ADD: \$889.90 to the Contract Sum and no adjustment to the Contract Time.

CO-003.3. Work associated with Proposal Request #006, dated 3/25/2014, to provide all materials and labor associated with the new Storage Closet at the Juvenile Services Lobby; all in accordance with Change Proposal #022, submitted by Foret Contracting Group, LLC, dated 5/1/2014.

ADD: \$2,470.60 to the Contract Sum and no adjustment to the Contract Time.

CO-003.4 Work associated with providing a professional moving service for relocation of furniture, boxes and miscellaneous for Phase II construction; all in accordance with Change Proposal #024, submitted by Foret Contracting Group, LLC, dated 5/30/2014.

ADD: \$33,000.00 to the Contract Sum and no adjustment to the Contract Time.

### Attachments:

- Change Proposal #020, dated February 28, 2014.
- Proposal Request #004, dated February 12, 2014.
- Change Proposal #021, dated April 9, 2014.
- RFI #047 Response, dated April 7, 2014.
- Change Proposal #022, dated May 1, 2014.
- Proposal Request #006, dated March 25, 2014.
- Change Proposal #024, dated May 30, 2014

The original Contract Sum was	\$ 2,133,000.00
The net change by previously authorized Change Orders	\$ 23,444.76
The Contract Sum prior to this Change Order was	\$ 2,156,444.76
The Contract Sum will be increased by this Change Order in the amount of	\$ 46,086.20
The new Contract Sum including this Change Order will be	\$ 2,202,530.96

The Contract Time will be unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is September 6, 2014

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have

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User Notes:

(961375275)



# AIA Document G714™ - 2007



St. John the Baptist  
Eliana DeFrancesch, Clerk of Court  
Recorded 7/11/2014 at 11:07 AM  
0002 Pages  
0000330466-MO

## Construction Change Directive

<b>PROJECT:</b> <i>(Name and address)</i> Edgard Courthouse - Renovation/Addition 2393 Louisiana Highway 18 Edgard, LA 70049	<b>DIRECTIVE NUMBER:</b> 002 <b>DATE:</b> June 2, 2014	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONSULTANT:</b> <input type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR:</b> <i>(Name and address)</i> Foret Contracting Group, LLC 354 West Main Street Thibodaux, LA 70301	<b>CONTRACT FOR:</b> General Construction <b>CONTRACT DATED:</b> May 28, 2013 <b>ARCHITECT'S PROJECT NUMBER:</b> 29067.00	

You are hereby directed to make the following change(s) in this Contract:  
*(Describe briefly any proposed changes or list any attached information in the alternative)*

CCD-002: Provide Horizontal Sliding, Accordion-Type Fire Door, model McKeon AC8400, with a 3'-6" swing egress door, in lieu of the specified model McKeon AC8800; including all required modifications to electrical and fire alarm connections, as required.

### PROPOSED ADJUSTMENTS

- The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
  - Lump Sum of \$
  - Unit Price of \$ per
  - As provided in Section 7.3.3 of AIA Document A201-2007
  - As follows:

- The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is 0 days.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

Chenevert Architects LLC  
**ARCHITECT** *(Firm name)*  
 8300 Earhart Boulevard, Suite 101,  
 New Orleans, LA 70118  
**ADDRESS**

*Norman J. Chenevert*  
**BY** *(Signature)*

Norman J. Chenevert, AIA  
*(Typed name)*

June 2, 2014  
**DATE**

St. John the Baptist Parish  
**OWNER** *(Firm name)*  
 1801 W. Airline Highway  
 Laplace, LA 70068  
**ADDRESS**

*Natalie Robottom*  
**BY** *(Signature)*

Natalie Robottom  
*(Typed name)*

6/12/14  
**DATE**

Foret Contracting Group, LLC  
**CONTRACTOR** *(Firm name)*  
 354 West Main Street  
 Thibodaux, LA 70301  
**ADDRESS**

*Benton A. Foret*  
**BY** *(Signature)*

Benton A. Foret, Manager  
*(Typed name)*

6/23/14  
**DATE**



# AIA Document G701™ – 2001

## Change Order

<b>PROJECT (Name and address):</b> Hurricane Isaac Recovery LaPlace Fire Station 54 220 Woodland Drive LaPlace, LA 70068	<b>CHANGE ORDER NUMBER:</b> 001 <b>DATE:</b> 5/30/2014	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR (Name and address):</b> Family Homes By Tommy & Sheila, Inc. 1116 Bellevue Drive LaPlace, LA 70068	<b>ARCHITECT'S PROJECT NUMBER:</b> TBD <b>CONTRACT DATE:</b> 1/30/2014 <b>CONTRACT FOR:</b> Disaster Renovations	

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*

This change order includes additional scope of work items not included in the original bid/contract contract due to additional unforeseen damages at SJBP Fire Station #54, as well as deductions relating to adjusted quantities from scope of work items that were included in the original bid and contract. The scope of work and cost adjustments related to this change order are as follows:

Item Description	QTY	Unit	Unit Price	Total Cost
<b>Credits:</b>				
Credit for original bid/contract quantity, duplex electrical outlets	69	Each	\$25.00	(\$1,725.00)
Credit for original bid/contract quantity, 3-conductor branch wiring	300	LF	\$12.98	(\$3,894.00)
<b>Additional Scope:</b>				
Sub-contractor low bid to remove and replace electrical breakout box,	1	LS	\$8,652.00	\$8,652.00
Remove replace all branch wiring, correct all damage to incoming service				
Remove and replace all damaged duplex electrical outlets (Corrected Quantity)	42	Each	\$18.00	\$ 756.00
Provide Supervision of sub-contractor during change order scope of work	10	Hour	\$55.00	\$ 550.00
	Change Order #1 Subtotal:			\$4,339.00
Contractor Overhead	10	%	N/A	\$ 433.90
Contractor Profit	10	%	N/A	\$ 433.90
	Change Order #1 Total:			\$5,206.80

The original Contract Sum was	\$	76,022.55
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	76,022.55
The Contract Sum will be increased by this Change Order in the amount of	\$	5,206.80
The new Contract Sum including this Change Order will be	\$	81,229.35

The Contract Time will be increased by Fifteen (15) days.  
 The date of Substantial Completion as of the date of this Change Order therefore is 06/20/14

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.



# AIA Document G701™ - 2001

## Change Order

<b>PROJECT (Name and address):</b> Hurricane Isaac Recovery Woodland Drive Fire Station #54 & Belle Pointe Fire Station #55 LaPlace, LA 70068	<b>CHANGE ORDER NUMBER:</b> 002 <b>DATE:</b> 6/5/2014	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR (Name and address):</b> Family Homes By Tommy & Sheila, Inc. 1116 Bellevue Drive LaPlace, LA 70068	<b>ARCHITECT'S PROJECT NUMBER:</b> TBD <b>CONTRACT DATE:</b> 1/30/2014 <b>CONTRACT FOR:</b> Disaster Renovations	

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*  
 This change order includes additional scope of work items not included in the original bid/contract contract due to additional unforeseen damages to the roof systems at SJBP Fire Stations #54 & #55. Damages to the roofing systems at these two facilities have been determined by the Owner's Project Manager as not being storm-related, and as such are not eligible for FEMA disaster recovery funding. The scope of work and cost adjustments related to this change order are as follows:

Sub-contractor to remove protruding metal roof batten strips, clean exposed roof seams of all existing dirt and existing sealant, install new sealant to ensure roofing systems are water-tight, reinstall and anchor existing batten strips, and where necessary, fabricate and install new batten strips over all damages seams. Sub-Contractor is also responding for thoroughly cleaning work-site of all trash, scrap and materials at completion of work.

Contractor to provide supervision over all Sub-contractor work, and ensure roofing systems at both stations are water-tight once repairs are completed.

Item Description	QTY	Unit	Unit Price	Total Cost
Sub-contractor to perform all repairs outlined in proposal and scope of work.	2	LS	\$7,340.00	\$14,680.00
Contractor to supervise sub-contractor during change order scope of work	20	Hours	\$55.00	\$1,100.00
Change Order #2 Subtotal:				\$15,780.00
Contractor Overhead	10	%	N/A	\$1,468.00
Contractor Profit	10	%	N/A	\$1,468.00
Change Order #2 Total:				\$18,716.00

The original Contract Sum was	\$	76,022.55
The net change by previously authorized Change Orders	\$	5,206.80
The Contract Sum prior to this Change Order was	\$	81,229.35
The Contract Sum will be increased by this Change Order in the amount of	\$	18,716.00
The new Contract Sum including this Change Order will be	\$	99,945.35

The Contract Time will be increased by Fifteen (15) days.  
 The date of Substantial Completion as of the date of this Change Order therefore is 07/05/14

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.



# Document G701™ – 2001

## Change Order

<b>PROJECT (Name and address):</b> Hurricane Isaac Recovery LaPlace Fire Station 51 521 Hemlock Street LaPlace, LA 70068	<b>CHANGE ORDER NUMBER:</b> 003 <b>DATE:</b> 6/24/2014	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR (Name and address):</b> Family Homes By Tommy & Sheila, Inc. 1116 Bellevue Drive LaPlace, LA 70068	<b>ARCHITECT'S PROJECT NUMBER:</b> TBD <b>CONTRACT DATE:</b> 1/30/2014 <b>CONTRACT FOR:</b> Disaster Renovations	

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*  
 This change order is written to deduct the bid value of the scope of work for SJB Fire Station #51, as the Owner has decided not to move forward with repairs on this facility. The scope of work and cost adjustments related to this change order are as follows:

Item Description	QTY	Unit	Unit Price	Total Cost
Credits:				
Credit for original bid/contract quantity, cleaning concrete floors (bay area)	6,000	SF	\$1.35	(\$8,100.00)
Credit for original bid/contract quantity, cleaning & caulking of roof panels	6,342	SF	\$1.60	(\$10,147.20)
Credit for original bid/contract quantity, cleaning concrete floors (tool room)	225	SF	\$1.35	(\$ 303.75)
The original Contract Sum was			\$	76,022.55
The net change by previously authorized Change Orders			\$	23,922.80
The Contract Sum prior to this Change Order was			\$	99,945.35
The Contract Sum will be decreased by this Change Order in the amount of			\$	18,550.95
The new Contract Sum including this Change Order will be			\$	81,394.40

The Contract Time will be unchanged by zero (0) days.  
 The date of Substantial Completion as of the date of this Change Order therefore is 07/05/14

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

<u>Royal Engineers &amp; Consultants, LLC</u> ARCHITECT (Firm name)	<u>Family Homes by Tommy &amp; Sheila, Inc.</u> CONTRACTOR (Firm name)	<u>St John the Baptist Parish</u> OWNER (Firm name)
<u>4298 Elysian Fields Avenue</u> <u>New Orleans, LA 70122</u> ADDRESS	<u>1116 Bellevue Drive</u> <u>LaPlace, LA 70068</u> ADDRESS	<u>1801 W. Airline Highway</u> <u>LaPlace, LA 70068</u> ADDRESS
<u><i>Scott Reddoch</i></u> BY (Signature)	<u><i>[Signature]</i></u> BY (Signature)	<u><i>Natalie Robottom</i></u> BY (Signature)
<u>Scott Reddoch</u> (Typed name)	<u>Tommy Berthelot</u> (Typed name)	<u>Natalie Robottom</u> (Typed name)
<u>6/03/2014</u> DATE	<u>7-7-14</u> DATE	<u>7/7/14</u> DATE



ACT OF DEDICATION

FROM: MONICARLO LLC STATE OF LOUISIANA  
TO: ST. JOHN THE BAPTIST PARISH PARISH OF ST. JOHN THE BAPTIST

BEFORE ME, the undersigned notary public, and in the presence of the two undersigned competent witnesses, personally came and appeared:

MONICARLO, LLC, a Louisiana Limited Liability Company, represented by Carl Monica, its Manager, pursuant to a Certificate of Authority attached hereto, who declared that it is the owner of Parcel A-1 of Glencoe Plantation, St. John the Baptist Parish, Louisiana.

Said appearer has had and caused the above described property to be surveyed and platted by Stephen P. Flynn, into 2 Parcels, all in accordance with and pursuant to a resubdivision plan dated June 24, 2013, which said plan is filed as Map 872; which plan has been approved by ordinance #13-33 on September 11, 2013; all pursuant to La. R. S. 33:5051.

Said appearer does by these presents, now and forever, dedicate Parcel 1-SJBP on the aforesaid map to public use, unto and in favor of St. John the Baptist Parish.

There is excepted from this dedication the dumpster pad shown on the survey.

THUS DONE AND PASSED at Laplace, Louisiana, on the 13<sup>th</sup> day of May, 2014, in the presence of the two undersigned competent witnesses, who sign these presents with the appearers and me, Notary, after reading of the whole.

WITNESSES:

MONICARLO, LLC

Robert S. Sardes, Jr.  
Stephen P. Flynn, II  
STEPHEN P. FLYNN, II

BY: Carl Monica  
CARL MONICA, MANAGER

William D. Hegans  
NOTARY PUBLIC  
William D. Hegans  
Bar Roll #10/231



# AIA Document G701™ – 2001

## Change Order

<b>PROJECT (Name and address):</b> Edgard Courthouse - Renovation/Addition 2393 Louisiana Highway 18 Edgard, LA 70049	<b>CHANGE ORDER NUMBER:</b> 003 <b>DATE:</b> June 2, 2014	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR (Name and address):</b> Foret Contracting Group, LLC 354 West Main Street Thibodaux, LA 70301	<b>ARCHITECT'S PROJECT NUMBER:</b> 29067.00 <b>CONTRACT DATE:</b> May 28, 2013 <b>CONTRACT FOR:</b> General Construction	

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*  
 CO-003.1 Work associated with Proposal Request #004, dated 2/12/2014, to recover the existing acoustic panels in Courtroom Division C-152 with new fabric and provide new finishes in Office/Work-111, Office-112, Office-113 and Office-114; all in accordance with Change Proposal #020, submitted by Foret Contracting Group, LLC, dated 2/28/2014.

ADD: \$9,725.70 to the Contract Sum and no adjustment to the Contract Time.

CO-003.2 Work associated with RFI #047 Response dated 4/7/2014, to provide a 3'-0" x 5'-0" windstorm-rated door at the rooftop mechanical access in lieu of a 3'-0" x 6'-8" door due to the location of an existing steel beam; all in accordance with Change Proposal #021, submitted by Foret Contracting Group, LLC, dated 4/9/2014.

ADD: \$889.90 to the Contract Sum and no adjustment to the Contract Time.

CO-003.3. Work associated with Proposal Request #006, dated 3/25/2014, to provide all materials and labor associated with the new Storage Closet at the Juvenile Services Lobby; all in accordance with Change Proposal #022, submitted by Foret Contracting Group, LLC, dated 5/1/2014.

ADD: \$2,470.60 to the Contract Sum and no adjustment to the Contract Time.

CO-003.4 Work associated with providing a professional moving service for relocation of furniture, boxes and miscellaneous for Phase II construction; all in accordance with Change Proposal #024, submitted by Foret Contracting Group, LLC, dated 5/30/2014.

ADD: \$33,000.00 to the Contract Sum and no adjustment to the Contract Time.

**Attachments:**

- Change Proposal #020, dated February 28, 2014.
- Proposal Request #004, dated February 12, 2014.
- Change Proposal #021, dated April 9, 2014.
- RFI #047 Response, dated April 7, 2014.
- Change Proposal #022, dated May 1, 2014.
- Proposal Request #006, dated March 25, 2014.
- Change Proposal #024, dated May 30, 2014

The original Contract Sum was	\$ 2,133,000.00
The net change by previously authorized Change Orders	\$ 23,444.76
The Contract Sum prior to this Change Order was	\$ 2,156,444.76
The Contract Sum will be increased by this Change Order in the amount of	\$ 46,086.20
The new Contract Sum including this Change Order will be	\$ 2,202,530.96

The Contract Time will be unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is September 6, 2014

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have

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User Notes:

(961375275)

CHANGE ORDER NO. 1

DATE: June 9, 2014

PROJECT NAME: St. John the Baptist Parish Proposed Sewer Force Main Three

Extensions (Robin Street Area and River Forest)

JOB NUMBER: S-84-116

OWNER: St. John the Baptist Parish

CONTRACTOR: Mixson Utility Services

PROJECT ENGINEER: C. J. Savoie Consulting Engineers, Inc.



St. John The Baptist  
Elana DeFrancesch, Clerk of Court  
Recorded 7/11/2014 at 10:51 AM  
0003 Pages

**0000330461-MO**

Change Order to contract made and agreed upon on January 31, 2014 between above owner and contractor. This Change Order shall be binding upon said contract and the plans and specifications as set forth therein:

**NATURE OF CHANGE:**

<u>Item</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Cost</u>
Directional Boring to Install 6" PE SDR11 Sewer Force Main	1,600	LF	\$ 31.00	\$ 49,600.00
6" Tie-in to existing sewer force main	1	EA	\$ 3,630.00	\$ 3,630.00
6" Tie-in to existing sewer manhole	1	EA	\$ 7,030.00	\$ 7,030.00
Grading and Earthwork (Sod, Seed, Cleanup)	1	EA	\$ 7,840.00	\$ 7,840.00
Construction Signs and Barricades	1	EA	\$ 1,900.00	\$ 1,900.00
Mobilization	1	EA	\$ 2,000.00	\$ 2,000.00
			Total:	\$ 72,000.00
<b>Contract Amount</b> .....				<b>\$ 246,520.00</b>
<b>Previous Change Order (Increase or Decrease)</b> .....				<b>\$ 0.00</b>
<b>This Change Order (Increase)</b> .....				<b>\$ 72,000.00</b>
<b>New Total Contract Amount</b> .....				<b>\$ 318,520.00</b>
<b>Number of Days (Increase or Decrease)</b> <u>0</u> Days				

APPROVED:

Natalie Robottom

Natalie Robottom  
Parish President

CONTRACTOR:

Seth T. Mixson

Seth Mixson, President  
Mixson Utility Services

[Signature]  
Witness

ENGINEER:

[Signature]

C. J. Savoie, P. E.  
C. J. Savoie Consulting Engineers, Inc.

**TEMPORARY SERVITUDE GRANT**

STATE OF LOUISIANA

UNITED STATES OF AMERICA

TO: ST. JOHN THE BAPTIST PARISH

BY: PORT OF SOUTH LOUISIANA

BE IT KNOWN, that on this 3<sup>rd</sup> day of June, 2014

PORT OF SOUTH LOUISIANA (hereinafter referred to as Grantor,)

does hereby grant, donate, transfer, and deliver unto the St. John the Baptist Parish, hereinafter referred to as Grantee, a temporary servitude, for a period not to exceed two (2) years, beginning on 7/1/14 and ending on 6/30/16, and does hereby convey to the Grantee the following described working temporary servitude described as follows:

**A portion of Grantor's Property located in Reserve, St. John the Baptist Parish, Louisiana:  
Access to the batture of Grantee in front of its existing water plant across the property and  
batture of Grantor as shown on the attached survey**

This temporary working servitude is dedicated for the purpose of Grantee constructing a waterline under the Mississippi River and shall be effective only upon the acceptance by the Grantee for the required period of time to complete this work. This is a temporary one-time servitude.

Grantee hereby agrees and obligates itself to repair any damages to the premises caused by Grantee and to restore the property, within 48 hours, to as near to its condition prior to such damage as is practicable and pay all damages occurring to the fences, buildings, or other structures belonging to Grantor resulting from the exercise of the rights herein granted. As further consideration for the granting of this servitude or easement, Grantee shall indemnify and save harmless, the Grantor from and against any and all detriments, damages, losses, claims, demands, suits, costs, or other expenses which Grantor may suffer, sustain, or be subjected to, caused either wholly or in part, directly or indirectly, by reason of the use of the above premises pursuant to the rights granted herein. Grantee shall name the Port of South Louisiana and Archer Daniels Midland Company ("ADM") as additional insureds, and shall provide the Grantee with a



St. John The Baptist  
Eliana DeFrancesch, Clerk of Court  
Recorded 7/11/2014 at 11:22 A  
0002 Pages  
**0000330470-CO**



SERVITUDE OF PASSAGE UNITED STATES OF AMERICA

BY: ST. JOHN THE BAPTIST PARISH STATE OF LOUISIANA

TO: ENTRE NOUS LLC PARISH OF  
ST. JOHN THE BAPTIST

**BE IT KNOWN**, that before the undersigned witnesses and notaries public,

**PERSONALLY CAME AND APPEARED**

**St. John the Baptist Parish**, represented herein by Natalie Robottom, Parish President duly authorized by Ordinance 14-26 of the St. John the Baptist Parish Council dated JUNE 25, 2014, ~~2013~~, a certified copy of which is attached,

(hereinafter referred to as Grantor)

And

**ENTRE NOUS LLC (TIN XX-XXX5983)**, a Louisiana Limited Liability Company, domiciled in St. John the Baptist Parish, represented herein by Joan Boudreaux in accordance with a Certificate of Authority attached hereto (hereinafter referred to as Grantee) hereby agree and covenant as follows:

Grantor hereby declares that it grants unto Grantee, its successors and assigns, a certain predial servitude of passage over and across:

A 40' strip in Foxwood Manor Subdivision, St. John the Baptist Parish, Louisiana as more specifically shown on a plat attached hereto as Exhibit 1 and descriptions designated as Parcel 1 and Parcel 2.

It is stipulated and agreed that the right of use of the passageway herein described and granted herein is intended to and does confer on the grantee only the



**CASH SALE**

**UNITED STATES OF AMERICA**

**BY:** Entre Nous LLC

**STATE OF LOUISIANA**

**TO:** St. John the Baptist Parish

**PARISH OF ST. JOHN THE BAPTIST**

**BE IT KNOWN**, that before the undersigned witnesses and notaries

public

**PERSONALLY CAME AND APPEARED**

**ENTRE NOUS LLC (TIN XX-XXX5983)**, a Louisiana Limited Liability Company, domiciled in St. John the Baptist Parish, represented herein by Joan Boudreaux in accordance with a Certificate of Authority attached hereto;

hereinafter, whether one or more, referred to as "Vendor" who declared that vendor does by these presents grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver, with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which vendor has or may have against all preceding owners and vendors, unto:

St. John the Baptist Parish, represented herein by Natalie Robottom, Parish President duly authorized by Ordinance ~~1345~~ of the St. John the Baptist Parish Council dated June 25, 2014 <sup>14-27</sup> ~~und 13-45~~, 2013, a certified copy of which is attached,

hereinafter, whether one or more, referred to as "Purchaser", here present accepting, and purchasing for purchaser's heirs and assigns, and acknowledging due delivery and possession thereof, all and singular the following described property, to-wit:

(see attached Property Description)

To have and to hold the above described property unto the said purchaser, and its assigns forever.

Vendor does hereby expressly reserve unto itself, its successors and assigns, oil, gas and other minerals in, on and under the above described land. Vendor does further waive all surface rights and rights to explore for, mine, drill and all other

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

**ORIGINAL**

**THIS AGREEMENT** is dated as of the 1<sup>st</sup> day of October in the year 2013 by and between St. John the Baptist Parish (hereinafter called OWNER) and Mitchell Contracting, Inc. (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:

Water Tower Altitude Valves

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

Water Tower Altitude Valves

EES Project No. 1304

**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 **180** 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 **225** 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 (\$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 (\$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 Work, a Lump Sum of:
- |   |                       |
|---|-----------------------|
| <u>Three Hundred Thirty-Two Thousand Eight Hundred</u><br><u>and Fifty Dollars and No Cents</u> | <u>(\$332,850.00)</u> |
| (Price in Words)  | (Price in number)     |

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

#### **Article 5 - PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. ENGINEER will process applications for Payment 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:

90% 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.

90% (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 90% 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 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 00500-6, 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.
- 8.6 General Conditions (Blue pages) 1 to 39.
- 8.7 Supplementary Pages (Pink Pages) 1 to 8.
- 8.8 Specifications bearing the title Water Tower Altitude Valves and consisting of 6 divisions, as listed in the table of contents thereof.
- 8.9 Drawings consisting of a cover sheet and sheets numbered 2 to 15, inclusive with each sheet bearing the following general title:  
Water Tower Altitude Valves
- 8.10 Addenda Numbers 1, inclusive.
- 8.11 CONTRACTOR'S Bid (Copy), inclusive, marked Exhibit A.
- 8.12 Documentation submitted by CONTRACTOR prior to Notice of Award (Pages N/A to N/A, inclusive).
- 8.13 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 paragraphs 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 October 1, 2013  
(which is the Effective date of the Agreement).

OWNER

CONTRACTOR

St. John the Baptist Parish  
By: Natalie Robottom  
Natalie Robottom, Parish President

Mitchell Contracting, Inc.  
By: Mitchell Bond  
Mitchell Bond, PRESIDENT

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest \_\_\_\_\_

Attest Holly Bond  
Holly Bond, ~~President~~ Secretary

Address for giving notices  
1801 West Airline Highway  
LaPlace, LA 70068

Address for giving notices  
545 Southdown Loop  
Covington, LA 70433

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

License No. 58085

Agent for service of Process: \_\_\_\_\_

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

**END OF SECTION**

# CONSTRUCTION PERFORMANCE BOND

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

**CONTRACTOR** (Name and Address)

Mitchell Contracting, Inc.  
545 Southdown Loop  
Covington, LA 70433

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

The Gray Casualty and Surety Company  
4401 N. I-10 Service Road  
Suite 200  
Metairie, LA 70006

**OWNER** (Name and Address)

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

**CONSTRUCTION CONTRACT**

Date: October 1, 2013

Amount: \$332,850.00

Description (Name and Location): Water Tower Altitude Valves

**BOND**

Date: (Not Earlier than Construction Contract Date) October 1, 2013

Amount: \$332,850.00

Modifications to this Bond Form: None

**CONTRACTOR AS PRINCIPAL**

Company: (Corp. Seal)  
Mitchell Contracting, Inc.

Signature: [Signature]  
Name and Title: Mitchell Bond, President

**SURETY**

Company: (Corp. Seal)  
The Gray Casualty and Surety Company

Signature: [Signature]  
Name and Title: Cathy P. Grace, 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.

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 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

# CONSTRUCTION PAYMENT BOND

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

**CONTRACTOR** (Name and Address)

Mitchell Contracting, Inc.  
545 Southdown Loop  
Covington, LA 70433

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

The Gray Casualty and Surety Company  
4401 N. I-10 Service Road  
Suite 200  
Metairie, LA 70006

**OWNER** (Name and Address)

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

**CONSTRUCTION CONTRACT**

Date: October 1, 2013  
Amount: \$332,850.00  
Description (Name and Location): Water Tower Altitude Valves

**BOND**

Date: (Not Earlier than Construction Contract Date) October 1, 2013  
Amount: \$332,850.00  
Modifications to this Bond Form: None

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corp. Seal)  
Mitchell Contracting, Inc.

Signature: [Signature]

Name and Title: President Mitchell Contracting

**SURETY**

Company: \_\_\_\_\_ (Corp. Seal)  
The Gray Casualty and Surety Company

Signature: [Signature]

Name and Title: Cathy P. Grace, 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 after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2(ii) 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. 810 Belle Terre Boulevard, LaPlace, Louisiana 70068 (985) 653-0185
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THE GRAY INSURANCE COMPANY  
THE GRAY CASUALTY & SURETY COMPANY

179237

**GENERAL POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint **Cathy P. Grace and Sharon Carughi of Baton Rouge, Louisiana jointly or severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12<sup>th</sup> day of September, 2011.



By: *Michael T. Gray*  
Michael T. Gray  
President, The Gray Insurance Company  
and  
Vice President,  
The Gray Casualty & Surety Company

Attest: *Mark S. Manguno*  
Mark S. Manguno  
Secretary,  
The Gray Insurance Company,  
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 12<sup>th</sup> day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



*Lisa S. Millar*  
Lisa S. Millar, Notary Public, Parish of Orleans  
State of Louisiana  
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 1<sup>st</sup> day of October, 2013.



*Mark S. Manguno*  
Mark S. Manguno, Secretary  
The Gray Insurance Company  
The Gray Casualty & Surety Company

# CORPORATE RESOLUTION

A meeting of the Board of Directors of Mitchell Contracting Inc.  
a corporation organized under the laws of the State of LOUISIANA and domiciled  
IN LOUISIANA was held this 22 day of July, 2013 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 Mitch Pounds 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, Holly Pounds hereby certify that I am the Secretary of  
Mitchell Contracting a corporation created under the laws of the State of  
Louisiana domiciled in St. Tammany/Convent; 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 22 day of  
July 2013, as said resolution appears of record in the Official  
minutes of the Board of Directors in my possession this 22 day of  
July 2013

Holly Pounds  
Secretary

END OF SECTION

### **Hold Harmless**

To the fullest extent permitted by law, Company/Consultant shall indemnify, hold harmless, and defend the Parish Council and all of its Agents and Employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Company.

### **Non-assign Ability**

No Company/Consultant shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the Parish. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

### **Exclusions**

Pursuant to Louisiana Revised Statute 38:2227, Company must certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent Federal crimes. Consultant must further certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to theft, identify theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery, contractors' misapplication of payments, malfeasance in office, or their equivalent Federal crimes within the five (5) years prior to submitting the proposal.

### **Disclosure**

Company/Consultant must disclose whether it provides services or pays commissions to any employee or elected official of St. John the Baptist Parish. If so, company must disclose to whom services are provided and/or commissions are paid. Both positive and negative responses must be submitted.

### **E-Verify Program**

Pursuant to Louisiana Revised Statute 38:2212.10, contractor must certify that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under a contract with St. John the Baptist Parish has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program. Contractor must verify the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America.

**SAINT JOHN THE BAPTIST PARISH  
NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT**  
(Pursuant to La. R.S. 38:2224 and La. R.S. 23:1726(B))

STATE OF LOUISIANA

PARISH/COUNTY OF St. Tammany

Before me, the undersigned authority, came and appeared,

I, Mitch Poulos, the owner/authorized representative of

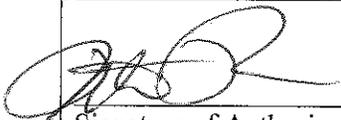
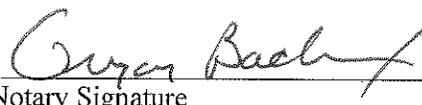
Mitchell Contracting, Inc.  
Company/Individual/Legal Entity Name

who, being first duly sworn, deposed and state that I personally and as an authorized representative of the above identified legal person executes this continuing affidavit stating that neither the above named Contractor nor a person acting on its behalf, either directly or indirectly, employed, paid, nor promised any gift, consideration or commission to any person or legal entity to procure or assist in procuring this public contract, other than persons regularly employed by Contractor whose services were in the regular course of their duties for Contractor in connection with the construction, alteration or demolition of a public building or project.

The above named Contractor, if awarded, continually affirms that no part of the contract price received by Contractor 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 were in the regular course of their duties for Contractor.

The above named Contractor hereby attests and certifies that it does not have any unpaid assessment or penalty levied against it regarding unemployment compensation and currently does and will continue to properly classify each employee.

Contractor verifies that Contractor will collect an affidavit in this form from any approved subcontractor and forward a copy to: Saint John the Baptist Parish, 1801 West Airline Hwy, LaPlace, Louisiana 70068, no later than five business days after contracting with its subcontractor; however, in no instance shall the affidavit be received after commencement of work by the subcontractor.

 Signature of Authorized Signatory	SUBSCRIBED AND SWORN BEFORE ME ON THIS <u>19</u> DAY OF <u>SEPT</u> 20 <u>13</u>
<u>Mitch Poulos</u> Printed Name of Signatory	 Notary Signature
<u>PRESIDENT</u> Title of Authorized Signatory	Printed Notary Name: <u>GREGORY BADAUX</u>
<u>Water Tower Alteration - View / EES No. 1354</u> Project Name/Number	Notary/Bar Roll Number: <u>18558</u>
	My Commission is for/expires on: <u>N/A</u>

PAST CRIMINAL CONVICTIONS OF BIDDERS ATTESTATION (LA. R.S. 38:2227)

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BEFORE ME, the undersigned Notary Public PERSONALLY CAME AND APPEARED,

I, Mitch Bonds, (Appearer) the owner/authorized representative of

Mitchell Contracting, Inc.  
Company / Individual / Legal Entity Name

Appearer, as a Bidder on the herein named Project, does hereby attest that:

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

- (a) Public bribery (R.S. 14:118)
- (b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:230)

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

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

Mitchell Contracting, Inc.  
Name of Bidder

  
Signature of Authorized Signatory of Bidder

Water Alteration - Varn / EES No 1304  
Project Name/Number

PRESIDENT  
Title of Authorized Signatory

SUBSCRIBED AND SWORN BEFORE ME ON THIS 19 DAY OF Sept, 20 13.

  
Notary Signature

Printed Notary Name: Gregory Badoux

Notary/Bar Roll Number: 18558

My Commission is For/Expires: N/A

E-VERIFY AFFIDAVIT

STATE OF LOUISIANA

PARISH OF St. Tammany

BEFORE ME, the undersigned Notary Public PERSONALLY CAME AND APPEARED,

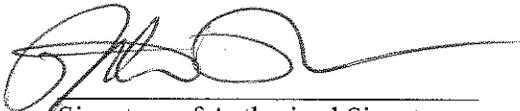
I, Mitchell Rouss, the owner/authorized representative of

Mitchell Contracting, Inc.  
Company/Individual/Legal Entity Name

who hereby personally and as the authorized representative of the above identified legal person executes this affidavit, as the undersigned Contractor verification of its current and future compliance with L.S.A. R.S. 38:2212.10, stating affirmatively that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under a contract with St. John the Baptist Parish has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program. The Contractor hereby verifies the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United States or legal aliens as defined by now effective immigration laws of the United States of America.

Contractor shall not assign this Contract or any monies due or to become due hereunder, or subcontract any part of the Work without the prior written consent of St. John the Baptist Parish.

Contractor verifies that Contractor will collect an affidavit in this form from any approved subcontractor and forward a copy to: St. John the Baptist Parish, 1801 West Airline Hwy, LaPlace, Louisiana 70068, no later than five business days of contracting with its subcontractor; however, in no instance shall the affidavit be received after commencement of work by the subcontractor.

  
Signature of Authorized Signatory

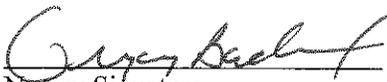
3/19/13  
Date E-Verify ID Assigned

Mitchell Rouss  
Printed Name of Signatory

645927  
E-Verify ID

PRESIDENT  
Title of Authorized Signatory

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF 19, Sept, 2013

  
Notary Signature

Printed Notary Name: Gregory Badewk

Notary/Bar Roll Number: 18558

My Commission is For/Expires: N/A

## BOND CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Holly Rums, certify that I am the Secretary of the Corporation named as Principal in the within Bond; that Alton Rums, who signed the said bond on behalf of the Principal was then PRESIDENT of said Corporation; 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 by authorizing of this governing body.

Holly Rums  
(Corporate Seal)

SECRETARY  
(Title)

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

**END OF SECTION**

# INSURANCE REQUIREMENTS

**St. John the Baptist Parish Council**  
1801 West Airline Highway, LaPlace, LA 70068

Contractor shall obtain, pay for and keep in force, at its own expense, minimum insurance effective in all localities where contractor may perform the work hereunder, with such carriers as shall be acceptable to Council:

**A. Statutory Workman's Compensation** covering all state and local requirements and Employer's Liability Insurance covering all persons employed by Contractor in connection with this agreement.

The limits for "A" above shall be not less than:

1. Employers liability limits of \$1,000,000/\$1,000,000/\$1,000,000.
2. Some contracts may require USL&H or maritime coverage. This should be checked out with Insurance Dept. /Legal Dept.
3. No excluded classes of owners/officers or employees shall be allowed on Council's premises.

**WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be indicated on certificate.**

**B. Commercial General Liability**, including:

1. Contractual liability assumed by this agreement
2. Owners and Contractor's Protective Liability (if Contractor is a General Contractor) may be required.
3. Personal and advertising liability
4. Completed operations
5. Medical payments

The limits for "B" above shall not be less than:

1. \$1,000,000 each occurrence limit
2. \$2,000,000 general aggregate limit
3. \$1,000,000 products/completed operations aggregate limit
4. \$1,000,000 personal and advertising injury limit
5. \$50,000 fire damage limit
6. \$5,000 medical expense limit (desirable but not mandatory)

**St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be indicated on certificate.** Some contracts may require Protection and Indemnity coverage. This should be checked out with Insurance Dept. /Legal Dept.

**C. Comprehensive Automobile Liability** covering all owned, hired, and other non-owned vehicles of the Contractor.

The limits for "C" above shall not be less than:

1. \$1,000,000 CSL

**St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included on certificate.**

**D. Professional Liability Insurance** covering the Wrongful Acts of those professional firms and individuals performing services for SJB.

Certain classifications of service providers will be required to provide evidence of Professional Liability Insurance. Examples of these providers include but are not limited to: Professional Engineers, Architects, Land Surveyors, Attorneys, and IT Consultants.

The limits for "D" above shall not be less than:

1. \$1,000,000 CSL

**WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council shall be included on the Certificate.**

**OTHER SPECIFIC COVERAGE RELATED TO THE TASK BEING PERFORMED MAY BE REQUIRED, i.e. Builders Risk, Installation Floater.**

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement prior to commencement of work. Vendor shall maintain insurance in full force and effect during the entire period of performance of work. All policies must have a thirty (30) day non-cancellation clause giving the Parish thirty (30) days prior written notice in the event a policy is changed or canceled.

## **CERTIFICATES**

A W-9 form is to be furnished prior to work being issued.

**When applicable, a current St. John the Baptist Parish Occupational License is to be maintained. Yearly, a copy of such license shall be provided to the Director of Purchasing.**

**WHEN APPLICABLE, A CURRENT LOUISIANA STATE CONTRACTOR'S LICENSE SHOULD BE FURNISHED.**



**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: \_\_\_\_\_ Mitchell Contracting, Inc.

By: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
Holly Pound  
\_\_\_\_\_  
Cory Bush

**END OF SECTION**

LOUISIANA UNIFORM PUBLIC WORK BID FORM

Exhibit A

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

BID FOR: Water Tower Altitude Valves  
EES Project No. 1304

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., LaPlace, LA.

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. <u>1</u>	Addendum Date: <u>7/16/13</u>	Addendum No. _____	Addendum Date: _____
Addendum No. _____	Addendum Date: _____	Addendum No. _____	Addendum Date: _____
Addendum No. _____	Addendum Date: _____	Addendum No. _____	Addendum Date: _____

TOTAL BASE BID: For all work required by the Bidding Documents, the lump sum of:

Three hundred thirty-two thousand  
eight hundred and fifty Dollars (\$ 332,850.00)  
(price in words) (price in numbers)

ALTERNATE NO. 1: None.

NAME OF BIDDER: MITCHELL CONTRACTING, INC

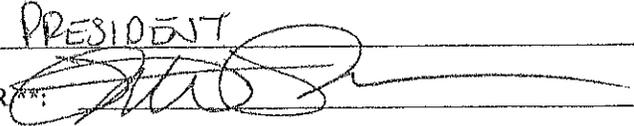
ADDRESS OF BIDDER: 545 Southdown Loop  
Covington, LA 70433

TELEPHONE NUMBER AND E-MAIL ADDRESS: 1-985-845-7948

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 58085

NAME OF AUTHORIZED SIGNATORY OF BIDDER: MITCH POWERS

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: PRESIDENT

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER: 

DATE: 7/23/13

\* 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.

# BID BOND

BIDDER (Name and Address)

Mitchell Contracting, Inc.

545 South Down Loop

Covington, LA 70433

SURETY (Name and Address of Principal Place of Business)

The Gray Insurance Company

4401 N. I-10 Service Road, Suite 200

Metairie, LA 70006

OWNER (Name and Address)

St. John the Baptist Parish

1801 West Airline Highway

LaPlace, Louisiana 70068

BID

BID DUE DATE: July 23, 2013

PROJECT (Brief Description including Location) Water Tower Altitude Valves  
St. John the Baptist Parish, Louisiana

BOND

BOND NUMBER: N/A - Bid Bond

DATE: (Not later than Bid Due Date): July 23, 2013

PENAL SUM: Five Percent of Bid Amount (5%)

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

Mitchell Contracting, Inc. (SEAL)

Bidder's Name and Corporate Seal

By: [Signature]  
Signature and Title PRESIDENT

Attest: [Signature]  
Signature and Title SECRETARY

The Gray Insurance Company (SEAL)

Surety's Name and Corporate Seal

By: [Signature]  
Signature and Title Cathy P. Grace, Attorney-in-Fact  
(Attach Power of Attorney)

Attest: See Attached Power of Attorney  
Signature and Title See Attached Power of Attorney

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.

By: [Signature]  
Cathy P. Grace, LA Resident Agent

BJCDC NO. 1910.24-C (1999 Edition)

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 statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

END OF SECTION

THE GRAY INSURANCE COMPANY  
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint Cathy P. Grace and Sharon Carughi of Baton Rouge, Louisiana jointly or severally on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12<sup>th</sup> day of September, 2011.



By:

*Michael T. Gray*

Michael T. Gray  
President, The Gray Insurance Company  
and  
Vice President,  
The Gray Casualty & Surety Company

Attest:

*Mark S. Manguno*

Mark S. Manguno  
Secretary,  
The Gray Insurance Company,  
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 12<sup>th</sup> day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



*Lisa S. Millar*

Lisa S. Millar, Notary Public, Parish of Orleans  
State of Louisiana  
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 23<sup>rd</sup> day of July 2013



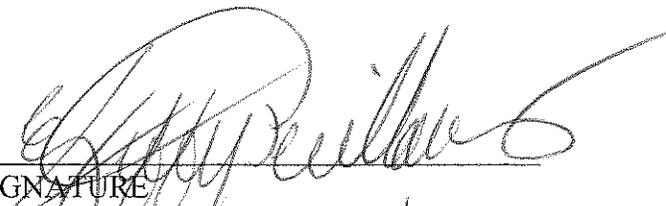
*Mark S. Manguno*

Mark S. Manguno, Secretary  
The Gray Insurance Company  
The Gray Casualty & Surety Company

**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  
TYPE OR PRINT NAME

DATE 9/25/13



## ST. JOHN THE BAPTIST PARISH COUNCIL

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

August 19<sup>th</sup>, 2013

*Division A*

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

*Division B*

Jaclyn Hotard  
1805 W. Airline Hwy.  
LaPlace, LA 70068  
Office 985-625-1702

*District I*

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

*District II*

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

*District III*

Lennix Mader, 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  
16 Windsor Court  
LaPlace, LA 70068  
Cell 985-579-4377

*District VI*

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

*District VII*

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

**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, August 13<sup>th</sup>, 2013.**

**“Councilman Gauff moved and Councilman Perrilloux seconded the motion to grant administration authorization to award the contract for Water Tower Altitude valves to the low bidder Mitchell Contracting Inc. in the amount of \$332,850.00 contingent upon the bid documents review and approval by the Louisiana Department of Health & Hospitals and closing of the Louisiana Department of Health & Hospitals Drinking Water Revolving Loan. The motion passed with Councilman Wilson 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 13<sup>th</sup> day of August, 2013.**

August 19<sup>th</sup>, 2013  
  
**Jackie Landeche**  
**Council Secretary**  
**St. John the Baptist Parish Council**