



# St. Bernard Parish Government

8201 West Judge Perez Drive  
Chalmette, Louisiana 70043  
504-278-4331 504-278-4330(fax)

Guy McInnis  
Parish President

## REQUEST FOR VIEWING AND/OR RECEIVING PUBLIC RECORDS

Name: ANTHONY C. ANADEO II Date: 3-17-16

Phone No. 504-301-8265 Email Address: bigantaca@cox.net

Address: 1721 ESTEBAN STREET ANABI LA 70032  
Street City/State Zip Code

### Records Requested:

Looking for the Bond # for the work performed  
on the sewer system by Boh Bros by the above  
address and 1717 Esteban Street on 1-28-16 and approximately  
2 weeks ago.

I agree to pay up to \$ \_\_\_\_\_ for the information requested.

I will pick up documents: \_\_\_\_\_ I prefer documents to be mailed: \_\_\_\_\_  
(Additional charges applies)

### FOR OFFICE USE ONLY:

Date request received by SBPG: \_\_\_\_\_

Date records received by Requester: \_\_\_\_\_ Cost: \$ \_\_\_\_\_

Payment Method: Check  Money Order

### NOTE:

Anyone requesting records are required to pay \$.25 per page after the first four (4) pages and an additional \$1.00 per page for faxed documents. (Payment must be paid prior to receiving fax or mailed documents).



Fidelity and Deposit Company of Maryland

600 Red Brook Blvd., 4<sup>th</sup> Floor, Owings Mills, MD 21117

Bond No. 106 050

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, Boh Bros. Construction, Co., L.L.C., 730 South Tonti Street, New Orleans, LA 70119, as Principal, (hereinafter called the "Principal"), and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Owings Mills, Maryland, a corporation duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto St. Bernard Parish Government, Department of Public Works, 1125 East St. Bernard Highway, Chalmette, Louisiana as Obligee, (hereinafter called the "Obligee"), in the sum of FIVE PERCENT (5%) OF THE BID Dollars (\$5% of the Total Amount Bid) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for SEWER POINT REPAIRS FOR PHASE 1 (PW18971) LOCATED IN ST. BERNARD PARISH

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 10<sup>th</sup> day of May A.D. 2011.

Boh Bros. Construction Co., L.L.C. Principal

By: Robert S. Boh (SEAL)  
Robert S. Boh, President and CEO Title

Margaret L. Baggett  
Witness

Fidelity and Deposit Company of Maryland Surety

By: Warren Perkins (SEAL)  
Warren Perkins, Attorney-in-Fact Title  
Louisiana License No. 207325

Margaret L. Baggett  
Witness

### Performance Bond

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

**CONTRACTOR (Name and Address):**

Boh Bros. Construction Co., L.L.C.  
730 South Tonri Street  
New Orleans, Louisiana 70119

**SURETY:** Fidelity & Deposit Company of Maryland

600 Red Brook Blvd., Owings Mills, MD 21117

**OWNER (Name and Address):**

St. Bernard Parish Government, St. Bernard Parish, LA  
8201 West Judge Perez Drive  
Chalmette, Louisiana 70043

**CONSTRUCTION CONTRACT**

Date: March 1, 2013

Amount: \$ 6,936,680.00 Six Million Nine Hundred Thirty Six Thousand, Six Hundred Eighty Dollars & 00/100 DOLLARS

Description (Name and Location): Point Repairs for Phase 1 (PW 18971)

**BOND**

Date (Not earlier than Construction Contract Date): March 1, 2013

Amount: \$ 6,936,680.00 Six Million Nine Hundred Thirty Six Thousand, Six Hundred Eighty Dollars & 00/100 DOLLARS

**Modifications to this Bond:**

None  See Page 3

**CONTRACTOR AS PRINCIPAL**

Company: Boh Bros. Construction Co., L.L.C.

**SURETY**

Company: Fidelity & Deposit Company of Maryland

Signature: [Signature] Corporate Seal

Name and Title: Robert S. Boh,  
President and CEO

Signature: [Signature] Corporate Seal

Name and Title: Margaret I. Baggett,  
Attorney-in-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)

**AGENT or BROKER:**

Willis of Louisiana, Inc.  
909 Poydras St., Suite 1100  
New Orleans, LA 70112  
Attn: Norma H. Ibarra  
504/581-6151

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

Printed in cooperation with the American Institute of Architects (AIA) by Fidelity & Deposit Company of Maryland  
Fidelity & Deposit Company of Maryland vouches that the language in the document conforms exactly to the language used in AIA Document A-312, December 1984 Edition. 1

PRF76001ZZ0601f  
With Modifications

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 Sub-paragraph 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 Sub-paragraph 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 therefor to the Owner; or

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

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related sub-contractors, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction

shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

## 12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the  
MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

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.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page).

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY:

Company:

(Corporate Seal)

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

Name and Title:

Address:

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

Name and Title:

Address: