

St. Bernard Parish Conformed Copy

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Received From :

ST BERNARD PARISH GOVERNMENT
8201 WEST JUDGE PEREZ DRIVE
ATTENTION: RONNIE ALONZO CAO
CHALMETTE, LA 70043

First MORTGAGOR

ST BERNARD PARISH GOVERNMENT

First MORTGAGEE

HARD ROCK CONSTRUCTION LLC

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Description : WITH BOND -PROJECT PAUL DR @ 20 ARPENT CANAL CROSSING

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Bernard Parish, Louisiana

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AGREEMENT

THIS AGREEMENT, made the 6th day of June, 2016, by and between the St. Bernard Parish Government, St. Bernard Parish, Louisiana, referred to in these Contract Documents as "OWNER" acting, as the context requires, either on its own behalf or as the governing authority of the political subdivision which has the legal authority and responsibility for this agreement and for whom the Work is being performed, and acting through its President and his authorized agents, and **Hard Rock Construction, L.L.C.** referred to in these Contract Documents as "CONTRACTOR" (the "Agreement"):

WITNESSETH THAT:

WHEREAS, in accordance with law, OWNER has caused the Contract Documents to be prepared and an Invitation to Bid to be published for and in connection with the St. Bernard Parish Department of Public Works, HMGP Canal Crossing Project – Paul Drive @ 20 Arpent Canal (PW 19331)

WHEREAS, CONTRACTOR, in response to the Invitation to Bid, has submitted to OWNER, in the manner and at the time specified, a sealed bid in accordance with the Instructions to Bidders; and

WHEREAS, OWNER, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined CONTRACTOR to be entitled to the award for the Work in accordance with the law and has duly awarded to CONTRACTOR a contract therefor, for the sum or sums named in CONTRACTOR's bid.

NOW THEREFORE, in consideration of the compensation to be paid to CONTRACTOR and of the mutual agreements herein contained, the parties to these presents have agreed and hereby agree, OWNER, for itself and its successors, and CONTRACTOR for itself, and its successors and assigns, as follows:

ARTICLE I.

A. Owner, through the Parish President of St. Bernard Parish, **Guy S. McInnis**, does hereby grant and confirm unto CONTRACTOR the Contract to perform the Work under St. Bernard Parish Department of Public Works, HMGP Canal Crossing Project – Paul Drive @ 20 Arpent Canal (PW 19331), in accordance with the CONTRACTOR's written bid proposal dated May 17, 2016, a copy of which is attached hereto and made a part hereof.

B. The CONTRACTOR shall perform all Work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Contract and the furnishing of all materials and equipment required to be incorporated in and to form a permanent part of the Work; tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work; and Bond,

insurance and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by CONTRACTOR for the Work included in and covered by OWNER's official award of this Contract to CONTRACTOR; such award being based on the acceptance by OWNER of CONTRACTOR's bid.

ARTICLE II.

The Project has been designed by Royal Engineers & Consultants, L.L.C., who is hereinafter called ARCHITECT/ENGINEER and who is to act as OWNER's representative, to assume all duties and responsibilities and to have the rights and authority assigned to ARCHITECT/ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE III.

A. All notices, letters, and other communications directed to OWNER shall be delivered or addressed and mailed (along with one copy), postage prepaid to the ARCHITECT/ENGINEER at the address in the Invitation to Bid, with one additional copy addressed and mailed to:

St. Bernard Parish Government
Department of Public Works
1125 E. St Bernard Highway
Chalmette, Louisiana 70043

B. In addition, one copy of all correspondence directed to the ARCHITECT/ENGINEER shall be sent to the OWNER. The business address of CONTRACTOR given in this Agreement and CONTRACTOR's office in the vicinity of the Work are both hereby designated as the places to which all notices, letters, and other communications to CONTRACTOR will be mailed or delivered. CONTRACTOR shall notify ARCHITECT/ENGINEER and OWNER of any change of address immediately.

ARTICLE IV.

That OWNER shall pay to CONTRACTOR for performance of the Work embraced in this Contract, in accordance with the Contract Documents, and CONTRACTOR shall accept as full compensation therefor, the sum (subject to adjustment as provided in the Contract Documents) of Six hundred fifty one thousand one hundred six Dollars (\$651,106.00) for all Work covered by and included in the Contract award and designated in the foregoing Article I; payment thereof to be made in current funds in the manner provided in the Contract Documents.

Notwithstanding anything to the contrary in the foregoing, CONTRACTOR acknowledges and agrees that, pursuant to the applicable Laws and Regulations, this Agreement is subject to an annual appropriation dependency requirement to the effect that the renewal and/or continuation of this Agreement is contingent upon the appropriation of

funds to fulfill the requirements of the Agreement. If the OWNER fails to appropriate sufficient monies to provide for payments under this Agreement, the Agreement shall terminate on the last day of the last fiscal year for which funds were appropriated. This ground for termination is in addition to any other grounds that are identified in the General Conditions or the Special Provisions.

Estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ARCHITECT/ENGINEER.

ARTICLE V.

A. All work designed on the Plans and in the Specifications shall be executed and completed in all details (Final Acceptance) within ninety (90) consecutive calendar days from the date specified in the "Order to Proceed" as the starting date for the Contract Time. The time allowed for completion of this project includes days of inclement weather as provided below and any time required for final clean-up of this project site. If agreed to by both parties in a written change order, the contract time may be extended 30 calendar days, or a fraction thereof.

B. The CONTRACTOR shall note that abnormal weather conditions shall not be an automatic cause for time extension. The Contract Time specified above includes an allowance for normal adverse weather days. The following schedule of monthly normal adverse weather conditions is based on locally collected rainfall data and constitutes the baseline for monthly weather time evaluations. Presented are the average number of days during each month that at least a tenth of an inch of rainfall was recorded over a five year evaluation period. Unless other specified, the Contractor's project work schedule shall reflect these anticipated adverse weather delays in all weather-related activities:

Monthly Anticipated Adverse Weather Days*

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
9	6	7	7	8	13	17	11	6	6	6	9

*Calendar Days, based on a five-day work week

ARTICLE VI.

A. OWNER and CONTRACTOR recognize and agree that time is of the essence of this Agreement and that the Work must be completed in every respect appropriate within the applicable time limits set forth in the Contract Documents, commencing from the date specified in the Contract Documents. OWNER and CONTRACTOR further understand and agree that it is difficult at this time to estimate the damage which the delay in completion of the Work would cause the OWNER and that, accordingly, if the CONTRACTOR shall neglect, fail, or refuse to complete the Work in accordance with the Contract Times specified in the Contract Documents, or any extension thereof granted by the OWNER in accordance with the applicable provisions of the Contract Documents then, in addition to

the other stipulated damages provided for in Article VII below, the CONTRACTOR agrees, as a part of the consideration for the award of this Contract, that OWNER shall be entitled to receive the amount or amounts per day set forth in paragraph B below from CONTRACTOR, not as a penalty but as stipulated ("liquidated") damages for delay for such breach of contract, such amounts being specifically herein agreed upon in advance as the measure of damages to the OWNER on account of such delay in the completion of the Work.

B. The CONTRACTOR shall owe OWNER liquidated damages in the amount two thousand dollars (\$ 2,000.00) for each and every calendar day after the time specified in Article V for Substantial Completion of the Work until the Work is determined to be substantially complete in accordance with the Contract Documents. After Substantial Completion, if the CONTRACTOR shall neglect, fail, or refuse to complete the Work within the time specified in Article V for final completion, or any proper extension thereof granted by the OWNER, CONTRACTOR shall owe OWNER liquidated damages in the amount of two thousand dollars (\$ 2,000.00) for each day after the time specified in Article V for final completion until the Work is determined to be finally completed in every respect in accordance with the Contract Documents.

C. The number of calendar days in default shall be calculated exclusive of the day on which the applicable completion time was specified and shall include each and every other calendar day up to and including the day that the CONTRACTOR has been determined to satisfy its obligation for the applicable degree of completion under the Contract Documents.

D. CONTRACTOR further agrees that the expiration of the Contract Time shall, ipso facto, constitute a putting in default where CONTRACTOR has failed to complete the Work in accordance with the applicable Contract Times, and OWNER need not formally place the CONTRACTOR in default, the CONTRACTOR hereby expressly waiving any and all notices of default.

E. CONTRACTOR agrees and consents that the liquidated damages may be deducted from progress payments payable to CONTRACTOR pursuant to the Contract Documents and that CONTRACTOR shall accept the Contract Price, reduced by the aggregate amount of the liquidated damages so deducted, in full satisfaction of all Work executed under the Contract Documents.

ARTICLE VII.

NOT USED IN THIS CONTRACT

ARTICLE VIII.

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

OWNER shall make progress payments on account of the Contract Unit Price on the basis of CONTRACTOR's Applications for Payment as recommended by ARCHITECT/ENGINEER, as provided below. All such payments will be measured by the schedule of values (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

Upon receipt of the Final Application for Payment, OWNER shall pay the remainder of the Contract Price as recommended by ARCHITECT/ENGINEER as provided in the General Conditions and relevant Special Provisions.

Pursuant to LSA-R.S. 38:2248, OWNER shall retain the following percentages of each progress payment until payment is due under the terms and conditions governing retainage payment:

<u>CONTRACT AMOUNT</u>	<u>RETAINAGE</u>
\$0 - \$499,999.99	10%
\$500,000 or greater	5%

ARTICLE IX.

The Contract Documents which comprise the agreement between OWNER and CONTRACTOR, concerning the Work, consist of the documents listed in the Table of Contents, if any, and the documents identified below:

1. This Agreement.
2. Performance, Payment, and other Bonds.
3. Insurance Certificates
4. Notice to Proceed
5. Standard General Conditions of the Construction Contract
6. Special Provisions
7. Contract Documents (drawings and specifications) bearing the title St. Bernard Parish Department of Public Works, HMGP Canal Crossing Project – Bartolo Drive @ 20 Arpent Canal (PW 19329) Addenda numbers _____ 1 _____ to _____ 3 _____, inclusive
8. Bid Form
9. Documentation submitted by CONTRACTOR prior to Notice of Award.
10. 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 the General Conditions.

The documents listed above are attached to this Agreement (except as expressly noted otherwise above).

ARTICLE X.

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

1. CONTRACTOR has visited the Sites, has familiarized himself with and is satisfied as to the nature and extent of the Contract Documents, Work, locality, and as to all general, local and Site conditions and federal, state, and local Laws, and Regulations, which may affect cost, progress, performance or furnishing of the Work.
2. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article IX) and the other related data identified in the Bidding Documents including "technical data."
3. CONTRACTOR understands that no subsurface explorations have been performed by the OWNER for use on this contract and therefore understands that all subsurface explorations necessary for the Contractor's use under this contract shall be performed by the Contractor at its own expense. CONTRACTOR acknowledges that OWNER and ARCHITECT/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, test, 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 furnishing 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.
4. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site(s) that relate to the Work as indicated in the Contract Documents.
5. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Sites, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the

Contract Documents.

6. CONTRACTOR has given ARCHITECT/ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ARCHITECT/ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey an understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE XI.

Terms used in this Agreement which are defined in Part 1 of the General Conditions will have the meanings indicated in the General Conditions unless otherwise defined herein or the context otherwise requires.

No assignment, sublet or transfer by a party hereto of any rights under or interest 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), nor without the consent of the surety unless the surety has waived its right to notice of assignment 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.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, legal representatives, sureties, or guarantors, if any, 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.

CONTRACTOR yields to the jurisdiction of the 34th Judicial District Court and formally waives any pleas of lack of jurisdiction, in the event of suit under this Agreement.

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.

(The remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written in the presence of the undersigned witnesses and each signatory warrants by its signature that it has the appropriate authority to sign this Agreement.

Hard Rock Construction, L.L.C.
(CONTRACTOR)

By: _____ (SEAL & ATTEST)

Title: Member/Vice-President

Date: _____

Kimberly D. Stutte
July 13, 2016

Address for giving notices:

2305 L & A Road

Metairie, LA 70001

License No. 24901

PARISH OF ST. BERNARD
STATE OF LOUISIANA
(OWNER) _____ (SEAL & ATTEST)

By: _____

Guy S. McInnis,
Parish President
ST. BERNARD PARISH

Leri L. Boskey

Jack L. Pagan

LOUISIANA UNIFORM PUBLIC WORK BID FORM

Revised Addendum No. 1

May 6, 2016

TO: St. Bernard Parish Government
Department of Public Works
1125 E. St. Bernard Highway
Chalmette, Louisiana 70043

BID FOR: H M G P Canal Crossing Project
Paul Drive @ 20 Arpent Canal (PW 19331)

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: Royal Engineers & Consultants, L.L.C., 4298 Elysian Fields Ave., Suite B, New Orleans, LA 70122 (504) 283-9400 and dated: April 12, 2016.

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) #1, 5/6/16; #2, 5/10/16; #3, 5/11/16

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * but not alternates) the sum of:

ONE THOUSAND FIFTY SIX DOLLARS (\$1,056.00) ^{\$19/10}

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

_____ Dollars (\$ _____)

Alternate No. 2 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

_____ Dollars (\$ _____)

Alternate No. 3 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

_____ Dollars (\$ _____)

NAME OF BIDDER: Hard Rock Construction, L.L.C.

ADDRESS OF BIDDER: 2305 L & A Road, Metairie, LA 70001

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 24901

NAME OF AUTHORIZED SIGNATORY OF BIDDER: Jeffrey D. Young

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: Member/Vice-President

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: [Signature]

DATE: 5-17-16

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

** If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212(O).

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

Revised Addendum No. 1
 May 6, 2016

TO: St. Bernard Parish Government
 Department of Public Works
 1125 E. St. Bernard Highway
 Chalmette, Louisiana 70043

BID FOR: H M G P Canal Crossing Project
 Paul Drive @ 20 Arpent Canal (PW 19331)

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

Paul Drive @ 20 Arpent Canal (PW 19331)

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Removal and Disposal of Concrete Pavement (Incidental Paving)			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
202-02-A-19331	10	Square Yard	10 ⁰⁰	100 ⁰⁰

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Removal and Disposal of Concrete Pavement (Roadway Pavement)			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
202-02-B-19331	590	Square Yard	10 ⁰⁰	5,900 ⁰⁰

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Removal and Disposal of Concrete Curb			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
202-02-C-19331	240	Linear Foot	1 ⁰⁰	240 ⁰⁰

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Removal and Disposal of Existing Pipe			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
202-02-F-19331	260	Linear Foot	50 ⁰⁰	13,000 ⁰⁰

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Relocation of 12" Water Main			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
202-03-A-19331	1	Lump Sum	30,000 ⁰⁰	30,000 ⁰⁰

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Relocation of 4" Sewer Force Main			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
202-03-B-19331	1	Lump Sum	10,000 ⁰⁰	10,000 ⁰⁰

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Relocation of 6" Sewer Force Main			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
202-03-C-19331	1	Lump Sum	10,000 ⁰⁰	10,000 ⁰⁰

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# General Excavation			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
203-01-19331	175	Cubic Yard	10 ⁰⁰	1,750 ⁰⁰

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Drainage Excavation			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
203-02-19331	840	Cubic Yard	20 ⁰⁰	16,800 ⁰⁰

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Geotextile Fabric			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
203-08-19331	890	Square Yard	1 ⁰⁰	890 ⁰⁰

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Temporary Silt Fencing			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
204-06-19331	500	Linear Foot	Ag 2.00 2.00	1,000 ⁰⁰

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Class II Base Course			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
302-01-19331	140	Cubic Yard	1 ⁰⁰	140 ⁰⁰

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Portland Cement Concrete Pavement (9-inched Thick)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
601-01-02-19331	590	Square Yard	100 ⁰⁰	59,000 ⁰⁰

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Cleaning and Resealing Existing Joints			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
602-02-19331	400	Linear Foot	2 ⁰⁰	800 ⁰⁰

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# A-2000 PVC Drainage Pipe (60")			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
701-03-A-19331	40	Linear Foot	300 ⁰⁰	12,000 ⁰⁰

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# A-2000 PVC Drainage Pipe (36")			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
701-03-B-19331	50	Linear Foot	200 ⁰⁰	10,000 ⁰⁰

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# A-2000 PVC Drainage Pipe (12")			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
701-03-C-19331	20	Linear Foot	100 ⁰⁰	2,000 ⁰⁰

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Corrugated Metal Pipe-60", 12 Gage, Polymer Coated			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
701-12-A-19331	20	Linear Foot	300 ⁰⁰	6,000 ⁰⁰

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Corrugated Metal Pipe-36", 12 Gage, Polymer Coated			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
701-12-B-19331	20	Linear Foot	200 ⁰⁰	4,000 ⁰⁰

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Manholes			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
702-02-19331	3	Each	5000 ⁰⁰	15,000 ⁰⁰

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Adjusting Manhole (Existing Top)			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
702-04-19331	2	Each	500	1,000

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Guard Rail (Single Thrie Beam)(6'-3" post spacing)			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
704-01-19331	100	Linear Foot	70	7,000

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Guard Rail End Treatment			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
704-11-A-19331	4	Each	2,000	8,000

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Concrete (4" Thick)			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
706-01-19331	90	Square Yard	100	9,000

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Concrete (6" Thick)			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
706-02-19331	55	Square Yard	100	5,500

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# 6-inch Barrier Concrete Curb (Integral)			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
707-01-A-19331	120	Linear Foot	20	2,400

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# 5-inch Rollover Concrete Curb (Integral)			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
707-01-B-19331	120	Linear Foot	20	2,400

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Grouted Rip Rap			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
711-01-19331	250	Square Yard	100	25,000

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Temporary Signs and Barricades			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
713-01-19331	1	Lump Sum	5,000	5,000

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Slab Sodding			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
714-01-19331	200	Square Yard	10	2,000

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Granular Material - Sub-Base (Net Section)			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
723-01-02-19331	675	Cubic Yard	15	10,125

Revised Addendum No. 1
May 6, 2016

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Mobilization			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
727-01-19331	1	Lump Sum	50,000	50,000

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Trenching and Backfilling			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
730-01-19331	120	Linear Foot	10	1,200

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# 2" Electrical Conduit with 3 - #6 Conductors			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
730-02-19331	180	Linear Foot	7	1,260

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Fabricated Light Pole Support			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
730-10-19331	1	Each	2,000	2,000

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Removal & Disposal of Light Pole Foundations			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
730-13-19331	1	Each	100	100

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Underground Junction Box			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
730-16-19331	2	Each	1,000	2,000

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Driven Timber Piles			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
804-02-19331	2470	Linear Foot	10	24,700

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Timber Test Pile			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
804-06-19331	1	Each	5,000	5,000

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Loading Test Pile			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
804-09-19331	1	Each	15,000	15,000

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Precast Con-Span Bridge System			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
S-001-19331	1	Lump Sum	225,000	225,000

DESCRIPTION	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Asphalt or PCC Saw Cutting (Per Inch Depth)			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
S-002-19331	600	Linear Foot	1	600

Revised Addendum No. 1
May 6, 2016

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____ Handrail			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
S-003-19331	50	Linear Foot	300	15,000

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____ Preconstruction Video of Site			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
S-006-19331	1	Each	5,000	5,000

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____ Initial Installation & Final Removal of Dams			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
S-007-01-19331	1	Lump Sum	20,000	20,000

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____ Dam Removal & Replacement (First Five (5) Occurrences)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
S-007-02-19331	1	Lump Sum	100	100

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____ Dam Removal & Replacement (Each Additional Occurrence)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
S-007-03-19331	1	Each	100	100

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____ Temporary Relocation of Utilities			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
S-008-19331	1	Each	1	1

Wording for "DESCRIPTION" is to be provided by the Owner.

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

AUTHORITY NOTE: Promulgated in accordance with R.S. 38:2212.

HISTORICAL NOTE: Promulgated by the Office of the Governor, Division of Administration, Office of Facility Planning and Control, LR 35:1522 (August 2009).

Jerry W. Jones
Assistant Commissioner

0908#113

(The remainder of the page intentionally left blank.)

AUTHORITY TO SIGN

Each Bid by a corporation must be accompanied by a resolution of the Board of Directors granting the signer the authority to commit the resources of the corporation, and the resolution shall be affixed with the corporate seal and attested by the Secretary or an Assistant Secretary.

If two or more corporations form a Joint Venture for the Bid, then each corporation shall submit its resolution to support the Bid.

Failure to submit the required authorization(s) will result in the Bid being rejected.

These requirements are in accordance with Section 8-B of the Instructions to Bidders.

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF
Hard Rock Construction, L.L.C., INCORPORATED.

AT THE MEETING OF DIRECTORS OF Hard Rock Construction, L.L.C.
INCORPORATED, DULY NOTICED AND HELD ON April 27, 2013
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED.
IT WAS:

RESOLVED. THAT Jeffrey D. Young, BE AND IS HEREBY
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS
AND TRANSACTIONS WITH THE PARISH OF ST. BERNARD OR ANY OF ITS
AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT
LIMITED TO THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS,
BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT
THEREFOR ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE
PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY
RATIFYING, APPROVING, CONFIRMING AND ACCEPTING EACH AND EVERY
SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND
CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE
ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF
SAID CORPORATION, AND THE SAME HAS NOT BE
REVOKED OR RESCINDED.

Carl Pdg
SECRETARY-TREASURER

5-16-16
DATE

**Bid Bond
SURETY DEPARTMENT**



KNOW ALL MEN BY THESE PRESENTS,

That we, HARD ROCK CONSTRUCTION, L.L.C., 2305 L & A Road, Metairie, LA 70001 as Principal, hereinafter called the Principal, and the Hartford Fire Insurance Company, a corporation created and existing under the laws of the State of CT whose principal office is in One Hartford Plaza, Hartford, CT 06115 as Surety, hereinafter called the Surety, are held and firmly bound unto St. Bernard Parish Government, Department of Public Works, 1125 E. St. Bernard Highway, Chalmette, LA 70043 as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT (5%) OF AMOUNT BID Dollars (\$ 5% A. B.), 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

HMGP CANAL CROSSING PROJECT PAUL DR. @ 20 ARPENT CANAL, PROJECT NO. PW19331

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 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 17th day of May A.D. 2016.

Witness Kimberly D. Stultz

HARD ROCK CONSTRUCTION, L.L.C. (SEAL)

(Principal)

By [Signature] (SEAL)
(Title)
Hartford Fire Insurance Company

Witness Raean Sullroy

By [Signature] (SEAL)
Alexander J. Ellsworth, Attorney-in-fact (Title)

Countersigned:
[Signature]
Alexander J. Ellsworth
Louisiana Resident Agent # 188334

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

Bond T-4

One Hartford Plaza

Hartford, Connecticut 06155

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

Agency Code: 43-480815

KNOW ALL PERSONS BY THESE PRESENTS THAT:

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

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

Brian P. Bordlee, Charles F. Cowand, Anthony Currera, Michele M. Ellsworth, Alexander J. Ellsworth, Lauren T. Guillory, Ralph J. LeBlanc of METAIRIE, Louisiana

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

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



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
 } ss. Hartford
COUNTY OF HARTFORD }

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



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of MAY 17, 2016
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Vice President

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Carl E. Panebiango, certify that I am
the Member/President Secretary of the
Corporation named as Principal in the within bond; that
Jeffrey D. Young who signed the said bond on behalf of
the Principal was then Member/Vice-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 authority of this governing body.

Carl Pdg
(Corporate Seal)

Member/President
(Title)

*Power-of-Attorney for person signing for Surety Company must be attached to bond.

NON-COLLUSION AND NON-SOLICITATION AFFIDAVIT

PROJECT: St. Bernard Parish Government
Department of Public Works
HMGP Canal Crossing Project – Paul Drive @ 20 Arpent Canal
PW 19331

STATE OF LOUISIANA

PARISH OF ST. BERNARD

BEFORE ME, the undersigned authority, personally came and appeared,
Jeffrey D. Young

(Name of Authorized Representative of Bidder)

who after being by me duly sworn, deposed and said that he is the fully
authorized Member/Vice-President of

Hard Rock Construction, L.L.C. (hereinafter referred to as bidder),

the party who submitted a bid for HMGP Canal Crossing Project Paul Drive @ 20 Arpent Canal
which bid was received by St. Bernard Parish on 5-17-16

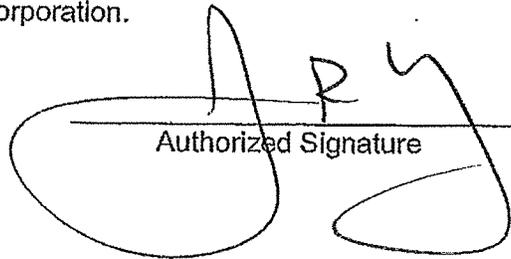
and said affiant further said:

- (1) That bidder employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the bidder whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for bidder; and
- (2) That no part of the contract price received by bidder was paid or will be paid to any persons, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the bidder whose services in connection with construction of the public building or project were in the regular course of their duties for bidder.
- (3) Said bid is genuine and the bidder has not colluded, conspired or agreed, directly or indirectly, with any other bidder to offer a sham or collusive bid.
- (4) Said bidder has not in any manner, directly or indirectly, agreed with any other person to fix the bid price of affiant or any other bidder, or to fix any overhead profit or cost element of said bid price, or that of any other bidder, or to induce any other person to refrain from bidding.

- (5) Said bid is not intended to secure an unfair advantage of benefit from the Parish of St. Bernard or in favor of any person interested in the proposed contract.
- (6) All statements contained in said bid are true and correct.

AFFIDAVIT

- (7) Neither affiant nor any member of his company has divulged information regarding said bid or any data relative thereto to any other person, firm or corporation.



Authorized Signature

SWORN TO AND SUBSCRIBED

BEFORE ME THIS 16th

DAY OF May, 2016

Cyril H. Reisinger II
NOTARY PUBLIC

NAME OF PROJECT: St. Bernard Parish Government
 Department of Public Works
 HMGP Canal Crossing Project – Paul Drive @ 20 Arpent Canal
 PROJECT NUMBER: PW 19331
 DATE OF BID: May 17, 2016

**ATTESTATION CLAUSE REQUIRED BY
 LA. R.S. 38:2227 (PAST CRIMINAL CONVICTIONS OF BIDDERS)**

Appearer, as a Bidder on the above-entitled Public Works 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 below 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) | (c) Extortion (R.S. 14:66) |
| (b) Corrupt influencing (R.S. 14:120) | (d) Money laundering (R.S. 14:23) |

B. Within the past five years from 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 below 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) | (f) Bank fraud (R.S. 14:71.1) |
| (b) Identity Theft (R.S. 14:67.16) | (g) Forgery (R.S. 14:72) |
| (c) Theft of a business record
(R.S.14:67.20) | (h) Contractors; misapplication of
payments (R.S. 14:202) |
| (d) False accounting (R.S. 14:70) | (i) Malfeasance in office (R.S. 14:134) |
| (e) Issuing worthless checks
(R.S. 14:71) | |

Hard Rock Construction, L.L.C.
 NAME OF BIDDER

Jeffrey D. Young
 NAME OF AUTHORIZED SIGNATORY OF BIDDER

5-16-16
 DATE

Member/Vice-President
 TITLE OF AUTHORIZED SIGNATORY OF BIDDER

SIGNATURE OF AUTHORIZED
 SIGNATORY OF BIDDER

SWORN TO AND SUBSCRIBED
 BEFORE ME ON THIS 16th
 DAY OF May, 2016.

Cyril Ho Reingen II
 NOTARY PUBLIC

SAMPLE
Employment Status Verification
AFFIDAVIT
For
St. Bernard Parish Government

STATE OF LOUISIANA

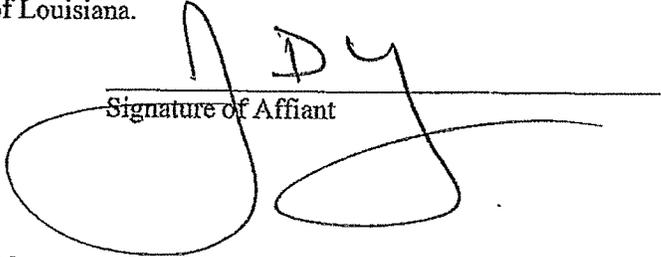
PARISH/COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared,
Jeffrey D. Young, (Affiant) who after being duly sworn, deposed and said that
he/she is the fully authorized Member/Vice-President of Hard Rock Construction, L.L.C.
(Entity), the party who submitted a Bid entitled HMGP Canal Crossing Project Paul Drive @ 20 Arpent
Canal (PW 19331)
to St. Bernard Parish. (Choose one of the following):

Affiant further said:

- (1) Entity is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- (2) Entity shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
- (3) Entity shall require all subcontractors to submit to the Entity a sworn affidavit verifying compliance with statements (1) and (2).

_____ Affiant further said that neither Entity nor subcontractors of Entity have any employees in the State of Louisiana.


Signature of Affiant

SWORN TO AND SUBSCRIBED
BEFORE ME ON THIS 16th
DAY OF May, 20 16.

Cyril H. Razgon II
NOTARY PUBLIC

ESV-1

Project Name: St. Bernard Parish Government
Department of Public Works
HMGP Canal Crossing Project
Paul Drive @ 20 Arpent Canal (PW 19331)

Bid Open Date: May 17, 2016

BIDDERS CHECK LIST

Check off each box as you complete the instructions.

Bid form must be completed in full and signed properly for consideration as a responsive bidder.

Satisfactory evidence of the authority of the person signing on behalf of the individual, firm or partnership must be attached. In the case of a corporation, said authority must be in the form of a corporate resolution as specified on the Louisiana Uniform Public Work Bid Form. The sample corporate resolution provided in the bid documents may be used.
Bids by partnerships must be executed in the partnership name and signed by a partner, whose title and signature must appear on the bid form.

Bidders must acknowledge all addenda. (See the Louisiana Uniform Public Work Bid Form)

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. (See the Louisiana Uniform Public Work Bid Form)

If any bid is \$50,000.00 or more, Louisiana Contractor's License Number must be affixed to the outside of the bid envelope and to the bid form as well as where specified otherwise in the bid documents.

The bid from requires contractor license number – the form does not differ if a bid is above or below \$50,000.

The following will be clearly identified and included on the bid submittal envelope:

- Louisiana Contractor's License Number
- St Bernard Department of Public Works
- Bidder's Name
- Return address
- Project Name

CORPORATE RESOLUTION

BE IT RESOLVED by the Board of Directors of Hard Rock Construction, L.L.C.
in a meeting duly assembled that Jeffrey D. Young, Member/Vice-President of
the Corporation, be, he/she is hereby authorized, empowered, and directed for and on the
Corporation to negotiate for and sign any and all bid proposals and/or contracts which this
Corporation might enter into for the furnishing of services for the Corporation under such terms,
conditions, and stipulations, and for such consideration as he/she might deem to the best
interest of the Corporation.

I, Carl E. Panebiango, Member/President of Hard Rock Construction, L.L.C.
do hereby Certify that the above and foregoing is a true and correct copy of a Resolution
unanimously adopted at a meeting of the Board of Directors of said Corporation held on
the 27th day of April, 2013, at which meeting all members of the Board of Directors
were present and voted thereon and that said Resolution has been spread upon the minute
books of the Corporation, and same is now in full force and effect.

WITNESS MY SIGNATURE THIS 21st day of
April, 2016, at Metairie, Louisiana, 70001.


Signature

FORM OF
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, HARD ROCK CONSTRUCTION, LLC, (Name of Contractor)

a LLC, hereinafter called "Principal," and
HARTFORD FIRE INSURANCE COMPANY, State of (Surety) CONNECTICUT,
hereinafter called the "Surety", are held and firmly bound unto the Parish of St. Bernard,
State of Louisiana, acting herein by and through the Parish Council, the governing
authority for said district, hereinafter called "Owner", in the penal sum of ~~SIX HUNDRED FIFTY ONE~~
~~THOUSAND ONE HUNDRED SIX~~ Dollars (\$^{651,106.00}) in lawful money of the United States,
~~AND 00/100THS~~
for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered
into a certain contract with the Owner, dated the 10th day of
June, 20 , a copy of which is hereto attached and made a part
hereof for the construction of:

St. Bernard Parish Government
Department of Public Works
HMGP Canal Crossing Project
Paul Drive @ 20 Arpent Canal (PW 19331)

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties,
all the undertakings, covenants, terms, conditions, and agreements of said contract during
the original term thereof, and any extensions thereof which may be granted by the Owner,
with or without notice to the Surety, and if he shall satisfy all claims and demands incurred
under such contract, and shall fully indemnify and save harmless the Owner from all costs
and damages which it may suffer by reason of failure to do so, and shall reimburse and
repay the Owner all outlay and expense which the Owner may incur in making good any
default in connection with the construction of such work, and all insurance premiums on
said work, whether by subcontractor or otherwise, then this obligation shall be void;
otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and
agrees that no change, extension of time, alteration or addition to the terms of the contract
or to the work to be performed there under or the specifications accompanying the same
shall in any wise affect its obligation of this bond, and it does hereby waive notice of any
such change, extension of time, alteration or addition to the terms of the contract or to the
work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts, each one of which shall be deemed an original, this the 6th day of June 2016.

WITNESSES:

Ronald A. Struts
John J. Hoey

Sheri J. Ganssen
Michelle Alsworth

HARD ROCK CONSTRUCTION, LLC

Contractor Name

Title:

JEFFREY D. YOUNG, MEMBER/VICE-PRESIDENT

HARTFORD FIRE INSURANCE COMPANY

Surety

By:

Lauren J. Guillory
(Attorney-in-fact) LAUREN T. GUILLORY

ONE HARTFORD PLAZA, HARTFORD, CT 06115

(Address)

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

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
 Bond T-12
 One Hartford Plaza
 Hartford, Connecticut 06155
 email: bond.claims@thehartford.com
 call: 888-266-3488 | fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 43-480815

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

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

Brian P. Bordlee, Charles F. Cowand, Anthony Currera, Alexander J. Ellsworth, William H. Ellsworth, Michele M. Ellsworth, Lauren T. Guillory, Ralph J. LeBlanc of METAIRIE, Louisiana

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

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



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

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



CERTIFICATE

Kathleen T. Maynard

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

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



Kevin Heckman

Kevin Heckman, Assistant Vice President

LABOR AND MATERIALS PAYMENT BOND

KNOWN ALL MEN BY THESE PRESENT:

HARD ROCK CONSTRUCTION, LLC

(Name of Contractor)

2305 L & A ROAD, METAIRIE, LA 70001

(Address of Contractor)

a LLC hereinafter called Principal, and

HARTFORD FIRE INSURANCE COMPANY

(Name of Surety)

ONE HARTFORD PLAZA, HARTFORD, CT 06115

(Address of Surety)

hereinafter called Surety, all held and firmly bound unto the Parish of St. Bernard hereinafter called Owner, in the penal sum of SIX HUNDRED FIFTY ONE THOUSAND ONE HUNDRED SIX AND 00/100THS Dollar s (\$ 651,106.00) in lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, whereas, the Principal entered into a certain contract with the Owner, dated the 16th day of June, 2016, a copy of which is hereto attached and made a part hereof for the construction of:

ST. BERNARD PARISH GOVERNMENT
DEPARTMENT OF PUBLIC WORKS
HMGP CANAL CROSSING PROJECT
Paul Drive @ 20 Arpent Canal (PW 19331)

NOW, THEREFORE, if the Principal shall promptly to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the

terms of the contract or to the work to be performed thereunder or to the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the specifications.

PROVIDED, FURTHER, that no final settlement between Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in ⁴ counterparts, each of which shall be deemed an original, this 10th day of June, 20 16

ATTEST: *cyell*

HARD ROCK CONSTRUCTION, LLC
Principal

BY: *Jeffrey D. Young*
JEFFREY D. YOUNG, MEMBER/VICE-PRESIDENT

ADDRESS: 2305 L & A ROAD
METAIRIE, LA 70001

(SEAL)

Muhd Alsumari

Witness as to Principal

2305 L & A ROAD, METAIRIE, LA 70001
Address

ATTEST: SEE ATTACHED POWER OF ATTORNEY

HARTFORD FIRE INSURANCE COMPANY
Surety

BY: *Lauren T. Guillory*
Attorney-in-Fact LAUREN T. GUILLORY

ADDRESS: ONE HARTFORD PLAZA
HARTFORD, CT 06115

(SEAL)

Note: DATE OF BOND must not be prior to date of Contract:

1. Correct Name of Contractor
2. A Corporation, A Partnership, or an Individual
3. Correct Name of Surety

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
 Bond T-12
 One Hartford Plaza
 Hartford, Connecticut 06155
 email: bond.claims@thehartford.com
 call: 888-266-3488 | fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 43-480815

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

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

Brian P. Bordlee, Charles F. Cowand, Anthony Currera, Alexander J. Ellsworth, William H. Ellsworth, Michele M. Ellsworth, Lauren T. Guillory, Ralph J. LeBlanc of METAIRIE, Louisiana

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

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



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

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



CERTIFICATE

Kathleen T. Maynard

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

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



Kevin Heckman

Kevin Heckman, Assistant Vice President

CERTIFICATE OF LIABILITY INSURANCE

No. 102

DATE (MM/DD/YYYY)
6/2/2016

PRODUCER
Ellsworth Corporation
P. O. Box 810
Metairie, LA 70011-8210

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

COMPANIES AFFORDING COVERAGE

- COMPANY A THE GRAY INSURANCE COMPANY
- COMPANY B
- COMPANY C
- COMPANY D

INSURED
Hard Rock Construction, LLC
2305 L & A Road
Metairie, LA 70001

MD
6/6/16

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	XSGL-074224	4/20/2016	5/1/2019	GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$3,000,000.00 Unlimited
					PERSONAL & ADV INJURY \$1,000,000.00 EACH OCCURRENCE \$1,000,000.00 FIRE DAMAGE (Any one fire) \$50,000.00 MED EXP (Any one person) \$5,000.00 COMBINED SINGLE LIMIT \$1,000,000.00
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	XSAL-075219	4/20/2016	5/1/2019	BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE
					AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EACH ACCIDENT
A	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AGGREGATE EACH OCCURRENCE \$4,000,000.00 AGGREGATE \$4,000,000.00
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	GXS-043139	4/20/2016	5/1/2017	
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	XSWC-070939	4/20/2016	5/1/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH ER
	OTHER				EL EACH ACCIDENT \$1,000,000.00 EL DISEASE - POLICY LIMIT \$1,000,000.00 EL DISEASE - EA EMPLOYEE \$1,000,000.00

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract.
Project No. PW 19331, HMGP Canal Crossing Project Paul Dr. at 20 Arpent Canal

CERTIFICATE HOLDER
St. Bernard Parish Government
Department of Public Works
8201 W. Judge Perez Drive
Chalmette, LA 70043

CANCELLATION
In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder.
AUTHORIZED REPRESENTATIVE

John S. [Signature]
THE GRAY INSURANCE COMPANY

GCF 00 50 01 01 12

BUILDERS RISK COVERAGE DECLARATIONS

The Declarations, Supplemental Declarations, Common Policy Conditions, Commercial Inland Marine Conditions, Coverage Form(s) And Endorsement(s), if any, issued to and forming a part thereof, complete the Commercial Insurance Policy numbered as follows:

**American Zurich Insurance Company
A Stock Company
Administrative Office: 1400 American Lane
Schaumburg, IL 60196**

- New Policy **BR09281199**
 Renewal of
 Rewrite of

THIS IS A COINSURANCE CONTRACT

Please read your policy.

In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy.

1. Named Insured and Mailing Address:

Hard Rock Construction LLC and St. Bernard Parish
Government
2305 L and A Road
Metairie, LA 70001

2. Producer Information:

A Name: ELLSWORTH CORPORATION
PO BOX 8210
METAIRIE, LA 70011-8210
B Telephone # +1 504 455 4545
C Fax # +1 504 888 6645
D Zurich Producer # 16944183
E Field Office Name
F Field Office Code

MD
6/6/16

3. Policy Period – From: 06/06/2016 **To:** 12/06/2016
12:01 a.m. at your mailing address above.

4. Form of Business: Individual Partnership Corporation Joint Venture Other LLC
5. Limits of Insurance (either One-Shot or Reporting Form as indicated below)

SUPPLEMENTAL DECLARATIONS

(If this box is checked, Supplemental Declarations is attached to and forms a part of this policy)

Reporting Form (continuous policy)
 Annual Rate Monthly Rate (HBIS – 4)

- A) Any one building or structure \$
 B) All covered property at all locations \$
 C) Rate Per Report
 D) Premium Per Report
 E) Total Taxes and Surcharges Per Report
 (per attached endorsement – N/A in NY)
 F) Total Fully Earned Policy Premium Per Report

One-Shot (non-reporting form/single structure policy)
 1-4 Family Dwelling Commercial Structure

Property Location

Paul Drive
at Arpent Canal
Chalmette, LA 70043

New Construction

- A) Any one building or structure \$ 651,106
 B) All covered property at all locations \$ 651,106
 (same as A unless otherwise noted)
Remodeling
 D) Renovations and improvements \$ See new construction
 E) Existing buildings or structures \$
 F) Rate \$ 0.145
 G) Premium \$ 944.00
 H) Total Taxes and Surcharges \$ 0.00
 (per attached endorsement)
 I) Total Fully Earned Policy Premium \$ 944.00
 (minimum premium applicable)

6. Deductible: \$500 \$1,000 \$2,500 \$5,000 Other

7. Forms Applicable To This Coverage Part:

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

Countersigned: _____ Date _____ By: _____ Authorized Representative _____

CERTIFICATE OF LIABILITY INSURANCE

PRODUCER Ellsworth Corporation P. O. BOX 810 METAIRIE, LA 70011-8210	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. COMPANIES AFFORDING COVERAGE COMPANY A THE GRAY INSURANCE COMPANY COMPANY B COMPANY C COMPANY D
INSURED Hard Rock Construction, LLC 2305 L & A Road Metairie, LA 70001	

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	XSGI-074224	4/20/2016	5/1/2019	GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	Unlimited \$3,000,000.00
					PERSONAL & ADV INJURY	\$1,000,000.00
					EACH OCCURRENCE	\$1,000,000.00
					FIRE DAMAGE (Any one fire)	\$50,000.00
					MED EXP (Any one person)	\$5,000.00
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	XSAL-075219	4/20/2016	5/1/2019	COMBINED SINGLE LIMIT	\$1,000,000.00
					BODILY INJURY (Per person)	
					BODILY INJURY (Per accident)	
					PROPERTY DAMAGE	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
					OTHER THAN AUTO ONLY	
					EACH ACCIDENT	
					AGGREGATE	
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	GXS-043139	4/20/2016	5/1/2017	EACH OCCURRENCE	\$4,000,000.00
					AGGREGATE	\$4,000,000.00
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	XSWC-070939	4/20/2016	5/1/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTH ER
					EL EACH ACCIDENT	\$1,000,000.00
					EL DISEASE - POLICY LIMIT	\$1,000,000.00
					EL DISEASE - EA EMPLOYEE	\$1,000,000.00
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract.

Ref: St. Bernard DOTD Job 2887

CERTIFICATE HOLDER Lake Borgne Basin Levee District PO Box 216 Violet, LA 70092	CANCELLATION In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder. AUTHORIZED REPRESENTATIVE  THE GRAY INSURANCE COMPANY
---	---

GCF 00 50 01 01 12

THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

A. Commercial General Liability

General Liability Policy Includes:

- Blanket Waiver of Subrogation when required by written contract.
- Blanket Additional Insured (CGL Form# CG 20 10 11 85) when required by written contract.
- Primary Insurance Wording Included when required by written contract.
- Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).
Premises/Operations
Products/Completed Operations
Contractual Liability
Sudden and Accidental Pollution Liability
Occurrence Form
Personal Injury
"In Rem" Endorsement
Cross Liability
Severability of Interests Provision
"Action Over" Claims
Independent Contractors coverage for work sublet
Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.
General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

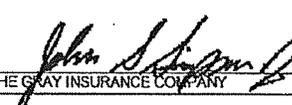
- Blanket Waiver of Subrogation when required by written contract.
- Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

- Blanket Waiver of Subrogation when required by written contract.
- U.S. Longshoremen's and Harbor Workers Compensation Act Coverage
Outer Continental Shelf Land Act
Jones Act (including Transportation, Wages, Maintenance, and Cure),
Death on the High Seas Act & General Maritime Law.
Maritime Employers Liability Limit: \$1,000,000
Voluntary Compensation Endorsement
Other States Insurance
Alternate Employer/Borrowed Servant Endorsement
"In Rem" Endorsement
Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

- Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies
- Blanket Waiver of Subrogation when required by written contract.
- Blanket Additional Insured when required by written contract.

CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YY) 6/3/2016	
PRODUCER Ellsworth Corporation P. O. BOX 810 METAIRIE, LA 70011-8210		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED Hard Rock Construction, LLC 2305 L & A Road Metairie, LA 70001		COMPANIES AFFORDING COVERAGE			
		COMPANY A THE GRAY INSURANCE COMPANY			
		COMPANY B			
		COMPANY C			
		COMPANY D			
COVERAGES					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	XSGL-074224	4/20/2016	5/1/2019	GENERAL AGGREGATE Unlimited
					PRODUCTS - COMP/OP AGG \$3,000,000.00
					PERSONAL & ADV INJURY \$1,000,000.00
					EACH OCCURRENCE \$1,000,000.00
					FIRE DAMAGE (Any one fire) \$50,000.00
	MED EXP (Any one person) \$5,000.00				
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	XSAL-075219	4/20/2016	5/1/2019	COMBINED SINGLE LIMIT \$1,000,000.00
					BODILY INJURY (Per person)
					BODILY INJURY (Per accident)
					PROPERTY DAMAGE
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT
					OTHER THAN AUTO ONLY
					EACH ACCIDENT
					AGGREGATE
A	<input type="checkbox"/> EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	GXS-043139	4/20/2016	5/1/2017	EACH OCCURRENCE \$4,000,000.00
					AGGREGATE \$4,000,000.00
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	XSWC-070939	4/20/2016	5/1/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					EL EACH ACCIDENT \$1,000,000.00
					EL DISEASE - POLICY LIMIT \$1,000,000.00
					EL DISEASE - EA EMPLOYEE \$1,000,000.00
OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract. Ref: St. Bernard DOTD Job 2887					
CERTIFICATE HOLDER			CANCELLATION		
Southeast Louisiana Flood Protection Authority-East CERM Building Room 422 2045 Lakeshore Drive New Orleans, LA 70122			In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder.		
			AUTHORIZED REPRESENTATIVE  THE GRAY INSURANCE COMPANY		
GCF 00 50 01 01 12					

THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

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General Liability Policy Includes:

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- Primary Insurance Wording Included when required by written contract.
- Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).
Premises/Operations
Products/Completed Operations
Contractual Liability
Sudden and Accidental Pollution Liability
Occurrence Form
Personal Injury
"In Rem" Endorsement
Cross Liability
Severability of Interests Provision
"Action Over" Claims
Independent Contractors coverage for work sublet
Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.
General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

- Blanket Waiver of Subrogation when required by written contract.
- Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

- Blanket Waiver of Subrogation when required by written contract.
- U.S. Longshoremen's and Harbor Workers Compensation Act Coverage
Outer Continental Shelf Land Act
Jones Act (including Transportation, Wages, Maintenance, and Cure),
Death on the High Seas Act & General Maritime Law.
Maritime Employers Liability Limit: \$1,000,000
Voluntary Compensation Endorsement
Other States Insurance
Alternate Employer/Borrowed Servant Endorsement
"In Rem" Endorsement
Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

- Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies
- Blanket Waiver of Subrogation when required by written contract.
- Blanket Additional Insured when required by written contract.



Lake Borgne Basin Levee District
P.O. Box 216
6136 E. St. Bernard Highway
Violet, Louisiana 70092
(504) 682-5941 phone
(504) 682-5942 fax
admin@lbbld.com

Nicholas P. Cali
Executive Director
director@lbbld.com

***LAKE BORGNE BASIN LEVEE DISTRICT
GENERAL CONTRACTS
INSURANCE REQUIREMENTS***

CONTRACTOR'S INSURANCE REQUIREMENTS

A. GENERAL PROVISIONS

1. The contractor shall obtain, maintain during the life of the project, and provide copies to Lake Borgne Basin Levee District (LBBLD), hereafter referred to as owner, insurance policies from companies licensed to do business in the State of Louisiana. These insurance policies shall be approved by owner prior to commencement of the work. Copies of the evidence of renewal of these policies shall be obtained and furnished to the owner prior to the expiration date of said policies or when said policies are written for a period shorter than the life of the project.
2. The contractor shall not cause any Insurance Policy to be cancelled or permit it to lapse, and all insurance policies shall include a clause to the effect that the insurance policy or certificate shall not be subject to cancellation or to a reduction in the required coverage or limits of liability until notice has been mailed to the owner stating the date when such cancellation or reduction shall be effective, which shall not be less than thirty (30) days after such notice.
3. If the contractor does not maintain required coverage, he will be given notice to stop work and informed that any such stoppage is a violation of the contract and that he (contractor) is liable for any losses or delays.

B. At all times during the term of this contract, contractor shall maintain at its own expense and without any reimbursement by owner the insurance coverage of the types and in the minimum amounts set forth below:

1. Worker's Compensation and Employer's Liability Insurance to cover contractor's employees including:
 - (a) Benefits at least equal to coverage required by the state of Louisiana. Coverage to include the U.S. Longshoreman's and Harbor Worker's Compensation Act, if such exposure exists.
 - (b) Employer's Liability Coverage with limits of not less than \$1,000,000 bodily injury by accident, \$1,000,000 by diseases – policy limit, and \$1,000,000 by disease – each employee.

- (c) Amendment to Employer's Liability Coverage B – Maritime, to include coverage for crewmembers of vessels including transportation, wages, maintenance and cure with limits of \$1,000,000 any one accident including "In Rem" endorsement should the work to be performed involve any watercraft.
 - (d) Alternate employer endorsement.
- 2. Comprehensive General Liability Insurance with limits of not less than \$1,000,000 for each occurrence and \$2,000,000 in the Aggregate, such insurance to include:
 - (a) Contractual Liability Coverage for contractor's obligation assumed hereunder.
 - (b) Products- completed operations coverage.
 - (c) Coverage for occurrences resulting from blasting, explosion, or collapse, damage to underground property and injury or destruction of any property resulting therefrom.
 - (d) Independent Contractors Coverage.
 - (e) Broad Form Property Damage.
 - (f) Per project aggregate.
- 3. Automobile Liability Insurance including coverage for owned, hired and non-owned automobiles with limits of not less than \$1,000,000 for each occurrence and \$1,000,000 in the Aggregate.
- 4. Aviation Liability Insurance, when aircraft are used by Contractor in connection with the work described hereunder, such insurance to include:
 - (a) Bodily Injury, excluding passengers of \$1,000,000 each person and \$2,000,000 each occurrence; or,
 - (b) Combined Single Limits of \$200,000 each occurrence for bodily injury and property damage including bodily injury to passengers.
 - (c) Coverage shall include all leased, hired, or other non-owned aircraft.
- 5. Marine Insurance, when watercraft are used by a contractor in connection with the work described hereunder, such insurance to include:
 - (a) Protection and Indemnity Insurance on all watercraft, owned, operated and/or chartered by a contractor.
 - (b) Limits up to the value of vessel or \$1,000,000 combined single limit, whichever limit is greater.

(c) In rem endorsement.

6. Professional service providers, such as engineers or contractors who perform services such as a consulting work-site supervisor shall also carry professional liability insurance (either as part of a commercial general liability policy or under a separate professional errors and omissions liability policy) in the amount of \$1,000,000.00 per occurrence and \$2,000,000 in the Aggregate.
7. With respect to the above named policies of insurance, contractor shall furnish evidence that contractor's insurers waive all rights of subrogation against owner and its underwriters and contractor shall also furnish evidence that owner and Southeast Louisiana Flood Protection Authority-East are named as additional insureds on the above named policies of insurance with the exception of the Worker's Compensation Coverage.
8. To expedite contract awards, certificates of insurance, not a copy of the policy will be considered on any lines of insurance. However, at the request of owner, contractor shall furnish certified copies of original policies when deemed necessary.
9. Any insurance or Self-Insurance Program maintained by owner is EXCESS over any valid or collectible insurance maintained by contractor.
10. Should any policies be canceled, the contractor shall immediately notify the Lake Borgne Basin Levee District.
11. The contractor is responsible for requiring and verifying that all subcontractors working on the project maintain these types and levels of insurance coverage.

C. INDEMNITY & HOLD HARMLESS

Contractor shall defend, indemnify and hold harmless owner and the Southeast Louisiana Flood Protection Authority-East from and against any and all claims, damages, losses, and expenses including attorneys' fees, and all other claims of any kind or nature whatsoever, including claims for contribution and/or indemnity arising out of or resulting from the performance, nonperformance or malperformance of the work for which permission was granted provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, death, or damage to property of whatsoever nature, including the loss of use resulting therefrom caused in whole or in part by any negligent or willful acts or omissions of contractor, its subcontractors, or anyone employed by any of them or anyone for whose acts any of them may be liable, unless it is caused solely by the negligence of the owner and/or the strict liability of the owner, its agents and employees. Contractor shall provide the owner with a hold harmless agreement, which is signed by a legally authorized representative(s) of Contractor and signed and dated by a Notary Public.

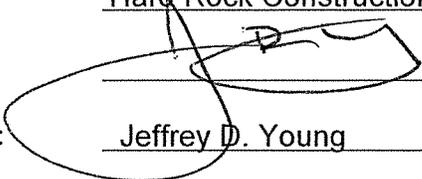
- D. Contractor must furnish an executed and notarized copy of this document acknowledging receipt and acceptance of the requirements, terms and conditions set forth herein. Proof of authority in the form of a copy of a corporate resolution or other signature authorization shall be required to be affixed hereto.

- E. The obligation to carry the insurance required herein shall not limit or modify in any way any other obligations assumed by the contractor under this contract. Contractor shall be held accountable for all insurance coverages, including those of his subcontractors, at every tier. Owner shall not be under any duty to advise contractor in the event the contractor's insurance is not in compliance with this contract.
- F. Named as the certificate holders and named as the additional insured on general liability, automobile liability, aviation liability and marine insurance are as follows:

Lake Borgne Basin Levee District
P.O. Box 216
Violet, LA 70092

&

Southeast Louisiana Flood Protection Authority-East
CERM Building Room 422
2045 Lakeshore Drive
New Orleans, Louisiana 70122

Contractor: Hard Rock Construction, L.L.C.
By: 
Printed Name: Jeffrey D. Young
Title: Member/Vice-President

SWORN TO AND SUBSCRIBED,

before me, Notary Public,

this 3RD day of

June, 2016.

Cyril H. Reisgen II
NOTARY PUBLIC

Cyril H. Reisgen, II
PRINTED NAME

22280/8231
BAR ROLL/NOTARY NUMBER

updated 11/03/2014 MEH