

St. Bernard Parish Conformed Copy

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

First MORTGAGOR

ST BERNARD PARISH GOVERNMENT

First MORTGAGEE

HARDROCK CONSTRUCTION LLC

Index Type : MORTGAGES

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Description : WITH BOND -PROJECT IMPROVEMENTS TO VIOLET SANITARY SEWER SYSTEM

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

On (Recorded Date) : 06/22/2016

At (Recorded Time) : 3:55:23PM



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AGREEMENT

THIS AGREEMENT, made the 20th 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. (*CONTRACTOR's legal name*) 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 Improvements to Violet Sanitary Sewer System.

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 McInnis, does hereby grant and confirm unto CONTRACTOR the Contract to perform the Work under Improvements to Violet Sanitary Sewer System, in accordance with the CONTRACTOR's written bid proposal dated 5/3/2016, 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 Burk-Kleinpeter, Inc., 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 Five Million Three Hundred Nineteen Thousand Six Hundred Fifty and 00/100 Dollars (\$ 5,319,650.00) 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.

As provided in the Notice to Bidders and Section 12 of the General Conditions, 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 Specifications shall be executed and all systems complete in function if not in all details (Substantial Completion) within **320** consecutive calendar days from the date specified in the "Notice to Proceed" as the starting date for the Contract Time. All work designed on the Plans and in the Specifications shall be executed and completed in all details (Final Acceptance) within **365** 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*

<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
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 of One Thousand dollars (**\$1,000.00**) 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 One Thousand Five Hundred dollars (**\$1,500**) for each day after the time specified in Article V for final acceptance 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 Improvements to Violet Sanitary Sewer System, 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.

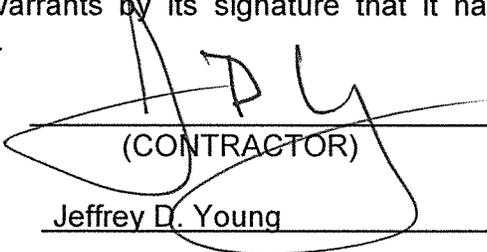
No assignment, sublet or transfer by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due 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.

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.



(CONTRACTOR)

By: Jeffrey D. Young (SEAL & ATTEST)

Title: Vice President

Date: _____

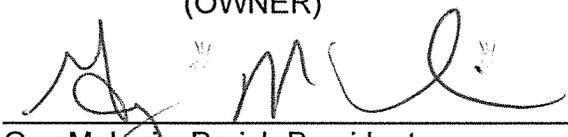
Address for giving notices:

2305 L&A Road

Metairie, LA 70001

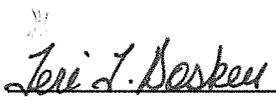
License No. 24901

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

By: 

Guy McInnis, Parish President
ST. BERNARD PARISH 




LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: St. Bernard Parish Government
Department of Public Works
1125 E. St. Bernard Hwy.
Chalmette, LA 70043
(Owner to provide name and address of owner)

BID FOR: Improvements to the Violet Sanitary Sewer System
(Owner to provide name of project and other identifying information)

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: Burk-Kleinpeter, Inc. and dated: March, 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, 4/25/16; #2, 4/26/16; #3, 4/27/16.

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: Four Million Four Hundred Ninety Thousand Seven Hundred Fifty and 1/100 Dollars (\$4,490,750)

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 Construction of New Pump Station VI-17 and Associated Force Main (Add) for the sum of: Eight Hundred twenty eight Thousand Nine Hundred Dollars (\$828,900)

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: 5/3/16

* 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(B)5.

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

LOUISIANA UNIFORM PUBLIC WORK BID FORM

UNIT PRICE FORM

TO: St. Bernard Parish Government
Department of Public Works
1125 E. St. Bernard Hwy.
Chalmette, LA 70043
(Owner to provide name and address of owner)

BID FOR: Improvements to The Violet Sanitary
Sewer System

(Owner to provide name of project and other identifying information)

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.

REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
1	1	Lump Sum	400,000	400,000
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>Pre-Construction Video and Photographs Not Related to Alternate No. 1</u>				
2	1	Lump Sum	6,000	6,000
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>Project Sign (PS V1-05, PS V1-06, PS V1-20)</u>				
3	3	Each	1,000	3,000
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>Demolition of Existing Sewage Pump Station V1-05</u>				
4	1	Lump Sum	10,000	10,000
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>Construct New Sewage Pump Station V1-05</u>				
5	1	Lump Sum	1,000,000	1,000,000
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>Gravity Sewer, 24" Diameter PVC SDR-26, Push-On Joint, Open Cut</u>				
6	260	Linear Feet	500	130,000
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>Sanitary Sewer Manhole, 4' Diameter, All Depths</u>				
7	3	Each	12,000	36,000
DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>Sanitary Sewer Force Main, 12" Ductile Iron Restrained Joint, Open Cut</u>				
8	60	Linear Feet	550	33,000

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	Sanitary Sewer Force Main, 16" Ductile Iron Restrained Joint, Open Cut	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
9	36	Linear Feet	800	28,800
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	Sanitary Sewer Force Main, 16" HDPE DIPS, SDR-11 HDD Installed	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
10	1,050	Linear Feet	165	173,250
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	Tie-In New 16" Sewer Force Main to Existing 18" PCCP at Allo Mumphy Dr. and E. St. Bernard Hwy.	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
11	1	Lump Sum	30,000	30,000
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	Concrete Paving for Pump Station V1-05	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
12	1	Lump Sum	22,000	22,000
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	Decorative Metal Fencing for Pump Station V1-05	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
13	178	Linear Feet	50	8,900
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	Modify Sewage Pump Station V1-06	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
14	1	Lump Sum	600,000	600,000
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	Sanitary Sewer Force Main, 10" Ductile Iron Restrained Joint, Open Cut	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
15	100	Linear Feet	200	20,000
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	16" Steel Casing Installed by Jack and Bore	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
16	68	Linear Feet	1,000	68,000
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	Sanitary Sewer Force Main, 14" HDPE DIPS, SDR-11 HDD Installed	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY:	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
17	4,120	Linear Feet	100	412,000

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	Construct New Sewage Pump Station V1-20		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
18	1	Lump Sum	1,000,000.	1,000,000.
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	Tie-In Existing 18" PCCP Piping to New Piping at Pump Station V1-20		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
19	1	Lump Sum	52,000.	52,000.
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	Concrete Paving for Pump Station V1-20		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
20	1	Lump Sum	18,500.	18,500.
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	Decorative Metal Fencing for Pump Station V1-20		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
21	196	Linear Feet	50.	9,800.
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	Modifications to Existing Violet WWTP Pump Station		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
22	1	Lump Sum	300,000.	300,000.
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	Installation of Air Release Valves		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
23	5	Each	83,000.	415,000.
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	Maintenance of Traffic, Temp. Signs and Barricades Not Related to Alternate No. 1		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
24	1	Lump Sum	25,000.	25,000.
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	By-Pass Pumping for Work Not Related to Alternate No. 1		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
25	1	Lump Sum	65,000.	65,000.
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# 1	Pre-Construction Video and Photographs for PS V1-17 and Associated Force Main		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
26	1	Lump Sum	2,000.	2,000.

DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# 1 Project Sign PS V1-17			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
27	1	Each	2,000.	2,000.
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# 1 Demolition and Modification of Existing Sewage Pump Station V1-17			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
28	1	Lump Sum	10,000.	10,000.
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# 1 Construct New Sewage Pump Station-V1-17			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
29	1	Lump Sum	580,000.	580,000.
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# 1 Sanitary Sewer Force Main, 10" HDPE DIPS, SDR-11 HDD Installed			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
30	2,010	Linear Feet	90.	180,900.
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# 1 Sanitary Sewer Force Main, 10" DI Pipe, Direct Bury			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
31	200	Linear Feet	200.	40,000.
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# 1 Installation of Air Release Valves			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
32	1	Each	83,000.	83,000.
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# 1 Maintenance of Traffic, Temp. Signs and Barricades Associated with PS V1-17 and Associated Force Main			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
33	1	Lump Sum	1,000.	1,000.
DESCRIPTION:	<input type="checkbox"/> Base Bid or <input checked="" type="checkbox"/> Alt.# 1 Bypass Pumping for Work Related to Construction of PS V1-17 and Associated Force Main			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
34	1	Lump Sum	5,000.	5,000.

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned,
HARD ROCK CONSTRUCTION, LLC

as PRINCIPAL, and

HARTFORD FIRE INSURANCE COMPANY

as SURETY, are held and firmly bound unto the Parish of St. Bernard, hereinafter called the "OWNER", in the penal sum of:

FIVE PERCENT OF THE AMOUNT BID

DOLLARS (\$ 5%) lawful money of the United States, for the payment of which sum-well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid dated MAY 3, 2016, for

Improvements to the Violet Sanitary Sewer System for the St. Bernard Parish Government

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same or, if no period be specified, within forty five (45) days after the said opening, and shall within the period specified therefor or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Parish in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Parish the difference between the amount specified in said Bid and the amount for which the Parish may procure the required work or supplies, or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise, to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this day of MAY 3, 2016 the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

(Individual Principal)

(Business Address, including Zip Code)

(Partnership)

(SEAL)

(Business Address, including Zip Code)

ATTEST:

Carl P. [Signature]

BY: _____ Date _____

HARD ROCK CONSTRUCTION, LLC
(Corporate Principal)

2305 L AND A ROAD, METAIRIE, LA 70001

(Business Address, including Zip Code)

BY: _____

AFFIX CORPORATE SEAL

[Signature]
HARTFORD FIRE INSURANCE COMPANY

(Corporate Surety)

ATTEST:

SEE ATTACHED POWER OF ATTORNEY

ONE HARTFORD PLAZA, HARTFORD, CT 06115

(Business Address, including Zip Code)

BY: *Lauren T. Guillory*
AFFIX CORPORATE SEAL
LAUREN T. GUILLORY
ATTORNEY-IN-FACT

Countersigned:

BY: *Lauren T. Guillory* Date MAY 3, 2016
Attorney-in-Fact* LAUREN T. GUILLORY

State of LOUISIANA

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)

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 Currena, 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 }
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 MAY 3, 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.



(Corporate Seal)

Member/President

(Title)

*Power-of-Attorney for person signing for surety company must be attached to bond.

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.

I 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.



SECRETARY-TREASURER

5/3/16

DATE

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 CONNECTICUT (Surety)

HARTFORD FIRE INSURANCE COMPANY, 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 FIVE MILLION THREE HUNDRED NINETEEN THOUSAND SIX HUNDRED FIFTY AND NO/100TH Dollars (\$ 5,319,650.00) in lawful money of the United States, 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 20th day of June, 2016, a copy of which is hereto attached and made a part hereof for the construction of:

**Improvements to the Violet
Sanitary Sewer System
for the
St. Bernard Parish Government**

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 thereunder 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 20th day of June, 2010.

WITNESSES:

Kimberly A. Stuts
Jeff Young

Michelle Edwards

Sherry Janssen

HARD ROCK CONSTRUCTION, LLC

Contractor Name

Title: JEFFREY D. YOUNG, MEMBER / VICE-PRESIDENT

HARTFORD FIRE INSURANCE COMPANY

Surety

By: Lauren T. Guillory
(Attorney-in-fact)

LAUREN T. GUILLORY

(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

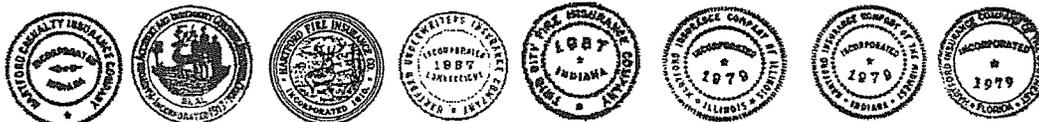
- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws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

CONSTRUCTION PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that HARD ROCK CONSTRUCTION, LLC (Name of Contractor)
2305 L & A ROAD, METAIRIE, LA 70001 (Address of Contractor)
 a LLC (Corporation, Partnership, or Individual),
 hereinafter called Principal, and HARTFORD FIRE INSURANCE COMPANY (Name of Surety)
ONE HARTFORD PLAZA, HARTFORD CT 06115 (Address of Surety) hereinafter called
 Surety, are held and firmly bound unto St. Bernard Parish Government (Name of Owner)
8201 W. Judge Perez Dr., Chalmette, Louisiana, 70043 (Address of Owner) hereinafter called Owner,
 in the penal sum of ~~SIX HUNDRED FIFTY AND 00/100THS~~ ^{FIVE MILLION THREE HUNDRED NINETEEN THOUSAND} Dollars, \$ 5,319,650.00 in lawful money of
 the United States for the payment of which sum well and truly to be made, we bind ourselves, successors,
 and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
 contract with the Owner, dated the 20th day of June, 2016, a copy
 of which is hereto attached and made a part hereof for the construction of:

Improvements to Violet Sanitary Sewer System

NOW, THEREFORE, if the Principal shall promptly make payment 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 value received hereby stipulates and agrees that no
 change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed
 thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this
 Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the
 terms of the contract or to the Work or to the Specifications.

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

IN WITNESS WHEREOF, this instrument is executed in 4 (Number) counterparts, each one of
 which shall be deemed an original, this the 20th day of June,
2016.

ATTEST:

Carl P. DeG
(PRINCIPAL) SECRETARY
CARL E. PANEBIANGO, MEMBER / PRESIDENT
(SEAL)

Kimberly D. Stutts
WITNESS AS TO PRINCIPAL
KIMBERLY D. STUTTS

ATTEST:

Michele Ellsworth
WITNESS AS TO SURETY

PRINCIPAL (BIDDER) HARD ROCK CONSTRUCTION, LLC

By: [Signature]
AUTHORIZED OFFICER-OWNER-PARTNER
JEFFREY D. YOUNG, MEMBER / VICE-PRESIDENT
2305 L & A ROAD, METAIRIE, LA 70001
ADDRESS

HARTFORD FIRE INSURANCE COMPANY
SURETY
By: Lauren T. Guillory (SEAL)
ATTORNEY-IN-FACT
LAUREN T. GUILLORY
TYPED OR PRINTED NAME

COUNTERSIGNATURE

I certify that I am, as of the date of this Bond, contracted with the surety company or bond issuer as an agent of the company or issuer as a licensed agent in the State of Louisiana in good standing with the Louisiana Insurance Commission.

By: Lauren T. Guillory
LAUREN T. GUILLORY
TYPED OR PRINTED NAME

332087
AGENT LICENSE NUMBER

ELLSWORTH CORPORATION
NAME OF AGENCY
P.O. BOX 8210
METAIRIE, LA 70011
ADDRESS

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

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

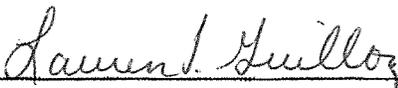
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, CARL E. PANEBIANGO, certify that I am the 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/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to on behalf of said corporation by authority of this governing body.

Signature : 
Title: CARL E. PANEBIANGO, MEMBER / PRESIDENT
(Corporate Seal)

CERTIFICATE AS TO SURETY

I, LAUREN T. GUILLORY, certify that I am the ATTORNEY-IN-FACT (Title) of the Surety who signed the bond. I certify that we are licensed to do business in the State of Louisiana and are currently recognized by the U. S. Department of the Treasury as acceptable sureties.

Signature: 
Title: LAUREN T. GUILLORY, ATTORNEY-IN-FACT

Power of Attorney for person signing for surety company must be attached to 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

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 6/10/2016				
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						
INSURED Hard Rock Construction, LLC 2305 L & A Road Metairie, LA 70001 MD 6/13/16		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	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	<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	
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	AGGREGATE	
					EACH OCCURRENCE	\$4,000,000.00
					AGGREGATE	\$4,000,000.00
A	<input type="checkbox"/> 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. Project: Improvements to the Violet Sanitary Sewer System						
CERTIFICATE HOLDER			CANCELLATION			
St. Bernard Parish Government 8201 W. Judge Perez Drive Chalmette, LA 70043			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 			
GCF 00 50 01 01 12			THE GRAY INSURANCE COMPANY			



CERTIFICATE OF PROPERTY INSURANCE

BHERNAEZ

DATE (MM/DD/YYYY)

6/22/2016

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

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER Ellsworth Corporation 3636 S. I-10 Service Road W. Suite 100 Metairie, LA 70001	CONTACT NAME:		
	PHONE (A/C. No. Ext): (504) 455-4545	FAX (A/C. No): (504) 888-6645	
E-MAIL ADDRESS:			
PRODUCER ADDRESS:			
PRODUCER CUSTOMER ID: HARDROC-02			
INSURED Hard Rock Construction, LLC 2305 L and A Road Metairie, LA 70001 <i>HRB 6-22-16</i>	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Tokio Marine Specialty Insurance Company		23850
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Various locations in Violet, LA

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	PROPERTY				BUILDING	\$
	CAUSES OF LOSS				PERSONAL PROPERTY	\$
	BASIC				BUSINESS INCOME	\$
	BROAD				EXTRA EXPENSE	\$
	SPECIAL				RENTAL VALUE	\$
	EARTHQUAKE				BLANKET BUILDING	\$
	WIND				BLANKET PERS PROP	\$
	FLOOD				BLANKET BLDG & PP	\$
						\$
						\$
	INLAND MARINE	TYPE OF POLICY				\$
	CAUSES OF LOSS					\$
	NAMED PERILS	POLICY NUMBER				\$
						\$
	CRIME					\$
	TYPE OF POLICY					\$
						\$
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$
A	Builder's Risk	CSN0000368	06/07/2016	06/07/2017	X Limit	\$ 5,319,650
						\$

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Flood and Earthquake are included

Project No. 14.007 -- Violet Sewer System Improvements. Certificate holder is included as loss payee.

CERTIFICATE HOLDER St. Bernard Parish Government 8201 West Judge Perez Drive Chalmette, LA 70043	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 