

St. Bernard Parish Conformed Copy

Randy S. Nunez
Clerk of Court
St. Bernard Parish Courthouse
Chalmette, LA 70044
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ST BERNARD PARISH GOVERNMENT
8201 W JUDGE PEREZ DRIVE
ATTENTION RONNIE ALONZO CAO
CHALMETTE, LA 70043

First MORTGAGOR

ST BERNARD PARISH GOVERNMENT

First MORTGAGEE

PM CONSTRUCTION AND REHAB LLC

Index Type : MORTGAGES

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Recording Pages : 23

Description : WITH BOND PROJECT -CHALMETTE VISTA SEWER REHABILITATION

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) : 12/07/2016

At (Recorded Time) : 4:08:18PM



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AGREEMENT

THIS AGREEMENT, made the 1st day of December, 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 **PM Construction and Rehab, LLC** (*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 **Chalmette Vista Sewer Rehabilitation, St. Bernard Parish, Louisiana; LDEQ SRF Loan CS221310-04**

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 **Chalmette Vista Sewer Rehabilitation, St. Bernard Parish, LA, LDEQ SRF Loan CS221310-04**, in accordance with the CONTRACTOR's written bid proposal dated **September 8, 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 **N-Y Associates, 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 One Million Two Hundred Forty One Thousand, Four Hundred Twenty Six Dollars (\$1,241,426.00) 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 **180 Days** 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 **Nine Hundred Fifty** dollars (**\$ 950.00**) 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 **Nine Hundred Fifty** dollars (**\$ 950.00**) 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 **Chalmette Vista Sewer Rehabilitation, St. Bernard Parish, LA, LDEQ SRF Loan CS221310-04, Addendum Number AD-1, 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.

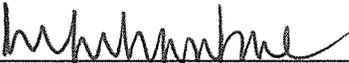
CONTRACTOR yields to the jurisdiction of the 34th Judicial District Court and formally waives any pleas of lack of jurisdiction, in the event of suit under this Agreement.

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.

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.

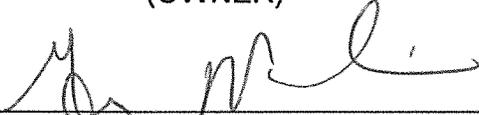
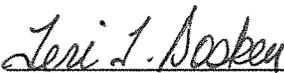
PM Construction and Rehab, LLC
(CONTRACTOR)

By:  (SEAL & ATTEST)
Title: General Manager
Date: _____ 

Address for giving notices:
131 N Richey
Pasadena, TX 77506

License No. 57437

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

By: 
Guy S. Melnhis,
Parish President 
ST. BERNARD PARISH



LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: St. Bernard Parish Government
1125 E. St. Bernard Hwy.
Chalmette, LA. 70043

BID FOR: Chalmette Viste Sewer Rehabilitation
St. Bernard Parish, LA
LDEQ SRF Loan CS221210-04

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: N-Y Associates, Inc. and dated: June 2016
(Owner to provide name of entity preparing bidding documents.)

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 ho

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 Million Two Hundred Forty One Thousand Four Hundred Twenty Six and 00/100s Dollars (\$ 1,241,426.00)

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:

N/A Dollars (\$ _____)

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

N/A Dollars (\$ _____)

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

N/A Dollars (\$ _____)

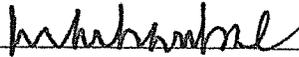
NAME OF BIDDER: PM Construction & Rehab, LLC

ADDRESS OF BIDDER: 131 N. Richey, Pasadena, Texas 77506

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 57437

NAME OF AUTHORIZED SIGNATORY OF BIDDER: Bac Ong

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: Authorized Representative

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: 

DATE: September 7, 2016

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

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

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

**LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM**

TO: St. Bernard Parish Government
1125 E. St. Bernard Hwy.
Chalmette, LA 70043

BID FOR: Chalmette Vista Sewer Rehabilitation
St. Bernard Parish, LA
LDEQ SRF Loan CS221210-04

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

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Mobilization and Demobilization			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
1	1	Lump Sum	\$50,000.00	\$50,000.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# 8" Rehab. Sewer Line by Pipe Bursting Up To 12 Feet Deep			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
2	10,658	LF	\$45.00	\$479,610.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# 8" Rehab. Sewer Line by Pipe Bursting Greater Than 12 Feet Deep			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
3	341	LF	\$45.00	\$15,345.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# 10" Rehab. Sewer Line by Pipe Bursting Up To 12 Feet Deep			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
4	1293	LF	\$55.00	\$71,115.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# 6" Service Lateral by Open Cut 0' to 12' Length.			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
5	443	EA	\$415.00	\$183,845.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# 6" Service Lateral by Open Cut Excess of 12' Length.			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
6	368	LF	\$40.00	\$14,720.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Main Line to Service Line Reconnections.			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
7	443	EA	\$300.00	\$132,900.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# 8" Sewer Point Repairs from 0 to 6 Feet Deep			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
8	1	EA	\$650.00	\$650.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# 8" Sewer Point Repairs from 6 to 8 Feet Deep			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
9	1	EA	\$750.00	\$750.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# 8" Sewer Point Repairs from 8 to 10 Feet Deep.			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
10	1	EA	\$850.00	\$850.00

**LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM**

TO: St. Bernard Parish Government
1125 E. St. Bernard Hwy.
Chalmette, LA, 70043

BID FOR: Chalmette Vista Sewer Rehabilitation
St. Bernard Parish, LA
LDEQ SRF Loan CS221210-04

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>8" Sewer Point Repairs from 10 to 12 Feet Deep</u>				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
11	1	EA	\$950.00	\$950.00

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>Concrete Driveway Restoration.</u>				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
12	43	SY	\$150.00	\$6,450.00

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>Concrete Pavement Restoration.</u>				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
13	75	SY	\$225.00	\$16,875.00

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>Asphalt Pavement Restoration.</u>				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
14	23	SY	\$225.00	\$5,175.00

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>Concrete Residential Sidewalk Restoration.</u>				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
15	31	SY	\$145.00	\$4,495.00

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>Saw Cutting Streets, Driveways, Sidewalks.</u>				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
16	472	LF	\$18.00	\$8,496.00

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>Concrete Curbing Restoration</u>				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
17	100	LF	\$75.00	\$7,500.00

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>Temporary Traffic Maintenance Aggregate</u>				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
18	83	CY	\$50.00	\$4,150.00

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>Sod Replacement</u>				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
19	2500	SY	\$7.00	\$17,500.00

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>Pre-Con Surface Audio/Video Survey</u>				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
20	1	LS	\$800.00	\$800.00

**LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM**

TO: St. Bernard Parish Government
1125 E. St. Bernard Hwy.
Chalmette, L.A. 70043

BID FOR: Chalmette Vista Sewer Rehabilitation
St. Bernard Parish, L.A.
LDEQ SRF Loan CS221210-04

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>Cleanout Replacement</u>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
21	443	EA	\$300.00	\$132,900.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>Replace Manhole Frame and Cover 0" to 8"</u>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
22	3	EA	\$700.00	\$2,100.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>Replace Manhole Frame and Cover Greater than 8"</u>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
23	2	EA	\$750.00	\$1,500.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>Rcset Existing Manhole Frame and Cover</u>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
24	6	EA	\$450.00	\$2,700.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>Repair Manhole Bench and Invert</u>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
25	6	EA	\$475.00	\$2,850.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>Manhole Lining</u>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
26	15	EA	\$2,500.00	\$37,500.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>Additional Excavation for Pipe Bursting 0' to 6'</u>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
27	4	EA	\$350.00	\$1,400.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>Additional Excavation for Pipe Bursting 6' to 8'</u>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
28	3	EA	\$450.00	\$1,350.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>Additional Excavation for Pipe Bursting 8' to 10'</u>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
29	1	EA	\$550.00	\$550.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <u>Additional Excavation for Pipe Bursting 10' to 12'</u>			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (<i>Quantity times Unit Price</i>)
30	1	EA	\$650.00	\$650.00

**LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM**

TO: St. Bernard Parish Government
1125 E. St. Bernard Hwy.
Chalmette, LA 70043

BID FOR: Chalmette Vista Sewer Rehabilitation
St. Bernard Parish, LA
LDEQ SRF Loan CS221210-04

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# Additional Excavation for Pipe Bursting 12' to 14'			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
31	1	EA	\$750.00	\$750.00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# 8" Sanitary Sewer Line Rehabilitation by Cured-in-Place Pipe Lining.			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
32	1,000	LF	\$35.00	\$35,000.00

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

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Jessica Piccirillo, Joann Dombrowski, Marion R. Vail and Russell M. Canterbury of Farmington, CT (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, PM Construction & Rehab, LLC,
(Name of Contractor)

a Corporation, hereinafter

called "Principal", and Arch Insurance Company, State of
(Surety)

Missouri, hereinafter called the "Surety". Are held and firmly bound unto
St. Bernard Parish, Louisiana, (Owner)

hereinafter called "Owner", in the penal sum of One Million Two Hundred Forty-One
Thousand Four Hundred Twenty-Six and 00/100 Dollars

(\$ 1,241,426.00) 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 _____ day of _____,
2016, a copy of which is hereto attached and made apart hereof for the construction of:

**Chalmette Vista Sewer Rehabilitation
St. Bernard Parish, Louisiana
LDEQ SRF LOAN CS221310-04**

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, extensions 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 way 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 counterparts, each one of which shall be deemed an original, this the 1st day of December, 2016.

WITNESSES:



Katharine Medina, Contract Administrator



Laura Scott, Contract Administrator Assistant

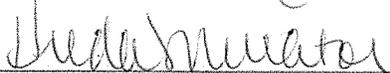
By: PM Construction & Rehab, LLC
(Principal)

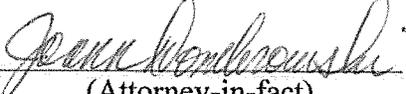


Title: General Manager

Arch Insurance Company
(Surety)





By: 
(Attorney-in-fact)
Joann Dombrowski

3 Parkway, Suite 1500, Philadelphia, PA
(Address) 19102

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

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

PM Construction & Rehab, LLC

(Name of Contractor)

131 N Richey Pasadena, TX 77506

(Address of Contractor)

a _____ Corporation _____, hereinafter called Principal, and

Arch Insurance Company

(Name of Surety)

3 Parkway, Suite 1500, Philadelphia, PA 19102

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the Parish of St. Bernard, State of Louisiana, acting herein by and through the St. Bernard Parish Council, the Governing Authority for said city, hereinafter called Owner, in the penal sum of One Million Two Hundred

Forty-One Thousand Four Hundred Twenty-Six 00/100 Dollars (\$ 1,241,426.00) in lawful money of the Untied States, for the payment of which sum well and truly 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 1st day of December, 2016, a copy of which is hereto attached and made part hereof for the construction of:

**Chalmette Vista Sewer Rehabilitation
St. Bernard Parish, Louisiana
LDEQ SRF LOAN CS221310-04**

NOW, THEREFORE, if the Principal shall promptly pay 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 in connection with the construction of 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 there under or the specifications accompanying the same shall in any way

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 counterparts, each one of which shall be deemed an original, this the 1st day of December, 2016.

ATTEST:

PM Construction & Rehab, LLC
(PRINCIPAL)

BY: [Signature]

ADDRESS 131 N Richey Pasadena, TX 77506

(SEAL)

[Signature]

(Witness as to Principal)

131 N Richey Pasadena, TX 77506

(Address)

ATTEST:

[Signature]

Arch Insurance Company
(Surety)

[Signature]
(Attorney-in-Fact)
Joann Dombrowski

ADDRESS 3 Parkway, Suite 1500

Philadelphia, PA 19102 (SEAL)

[Signature]

Marion R. Vail

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



Secretary's Certificate of
PM CONSTRUCTION & REHAB, LLC
(The "Company")

The undersigned hereby certifies, on behalf of the Company, as follows:

- 1) He is the duly elected and qualified Secretary of the Company
- 2.) The following individuals are the duly elected and qualified officers the company, (each an "Officer" and collectively the "Officers") elected by the Board of Directors of the Company of July 31, 2015 occupying the positions set forth next to their respective names below:

Robert Steinberg, President and Chief Executive Officer

Robert McCrae, Authorized Representative

Bac Ong, Authorized Representative

Christian Abels, Authorized Representative

Wendy Wilkes, Controller and Assistant Secretary

- 3) Each of the Officers is duly authorized, on behalf of the Company, to bid upon and enter into any competitive contract (each a "Bid" and collectively the "Bids") related to the Company's business, and is hereby authorized, on behalf of the Company, to execute and deliver any contracts, agreements or documents required in connection with any such Bid (such authority conferred on the Officers the Board of Directors of the Company effective November 30, 2014)

By 

Robert Steinberg, President and Chief Executive Officer

Dated: September 3, 2015



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
11/28/2016

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

AGENCY Alliant Insurance Services Houston, LLC 5444 Westheimer, Suite 900 Houston, TX 77056		PHONE 832-485-4000 (A/C No. Ext)	COMPANY XL Specialty Insurance Company NAIC#37885	
FAX (A/C No): 713-470-4124	E-MAIL ADDRESS: abreaux@alliant.com			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID#:				
INSURED PM Construction & Rehab, LLC 131 N Richey Pasadena, TX 77506		LOAN NUMBER	POLICY NUMBER UM00035539MA16A	
<i>MD 11/29/16</i>		EFFECTIVE DATE 04/01/2016	EXPIRATION DATE 04/01/2017	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
		THIS REPLACES PRIOR EVIDENCE DATED: 11/16/2016		

PROPERTY INFORMATION

LOCATION / DESCRIPTION
 Location: Work will be performed within the right-of-ways for utility easements within the jurisdiction of the St. Bernard Parish, LA – Chalmette Vista as shown on the contract documents.
 Description: CHALMETTE VISTA SEWER REHABILITATION, LDEQ SRF CS221210-04.
 Duration of Project: 180 DAYS
 Contract Amount: \$1,241,426

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

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Installation Floater Special Form "All Risk" excluding Earthquake and Flood	\$1,241,426	\$2,500*

REMARKS (Including Special Conditions)

Installation Deductibles: \$2,500 except for Named Storm and Flood if applicable.

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS ST. BERNARD PARISH 8201 WEST JUDGE PEREZ DRIVE CHALMETTE, LA 70043	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE <i>L Lewis</i>	