

# St. Bernard Parish Conformed Copy

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**Randy S. Nunez**  
**Clerk of Court**  
St. Bernard Parish Courthouse  
Chalmette, LA 70044  
(504) 271-3434

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**Received From :**

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

**First MORTGAGOR**

ST BERNARD PARISH GOVERNMENT

**First MORTGAGEE**

WALLACE C DRENNAN INC

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**Index Type :** MORTGAGES

**File Number :** 601711

**Type of Document :** AGREEMENT

**Book :** 1805      **Page :** 630

**Recording Pages :** 25

**Description :** AGREEMENT W BOND -PROJECT WATERLINE REPLACEMENT #1.5, PW NO DWRLF 1005

## Recorded Information

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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) : 06/28/2016

At (Recorded Time) : 4:08:50PM



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## AGREEMENT

THIS AGREEMENT, made the 27<sup>th</sup> 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 Wallace C. Drennan, Inc. (*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 Waterline Replacement Project 1.5, PW No. DWRLF-1005.

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 Waterline Replacement Project 1.5, PW No. DWRLF-1005, in accordance with the CONTRACTOR's written bid proposal dated May 17, 2016, a copy of which is attached hereto and made a part hereof.

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

performed or furnished by CONTRACTOR for the Work included in and covered by OWNER's official award of this Contract to CONTRACTOR; such award being based on the acceptance by OWNER of CONTRACTOR's bid.

## **ARTICLE II.**

The Project has been designed by Digital Engineering and Imaging, 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 Four hundred twenty four thousand eight hundred fifteen Dollars (\$ 424,815.00 ) 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 90 consecutive calendar days from the date specified in the "Order to Proceed" as the starting date for the Contract Time. The time allowed for completion of this project includes days of inclement weather as provided below and any time required for final clean-up of this project site. If agreed to by both parties in a written change order, the contract time may be extended 30 calendar days, or a fraction thereof.

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

Monthly Anticipated Adverse Weather Days\*

<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 five hundred dollars (**\$ 500.00**) 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 five hundred dollars (**\$ 500.00**) 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 **Waterline Replacement Project 1.5, PW No. DWRLF-1005**, Addenda numbers 1 to 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.

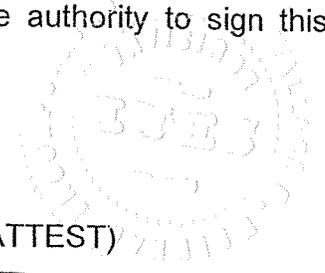
CONTRACTOR yields to the jurisdiction of the 34th Judicial District Court and formally waives any pleas of lack of jurisdiction, in the event of suit under this Agreement.

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.

(The remainder of the page intentionally left blank)

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

Wallace C. Drennan, III  
(CONTRACTOR)



By: Wallace C. Drennan, III (SEAL & ATTEST)

Title: President

Date: June 20, 2016

Pam Lanson

Address for giving notices:

1500 Nine Mile Point Road

Westwego, LA 70094

License No. 1033

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

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

Leri J. Sorbey

Faith Rogas



# LOUISIANA UNIFORM PUBLIC WORK BID FORM

## UNIT PRICE FORM

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

BID FOR: St. Bernard Parish  
 Drinking Water Revolving Loan Fund  
 Waterline Replacement Project 1.5  
 Project No. DWRLF-1005  
 (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.

DESCRIPTION	REMOVAL OF STRUCTURES AND OBSTRUCTIONS <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
202-01-00100		1	LUMP SUM	\$5,000.00	\$5,000.00
<b>DESCRIPTION: REMOVAL OF PORTLAND CEMENT CONCRETE PAVEMENT <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#</b>					
202-02-02021		200	SY	\$ 20.00	\$4,000.00
<b>DESCRIPTION: REMOVAL OF CONCRETE WALKS AND DRIVES <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#</b>					
202-02-06100		1035	SY	\$ 1.00	\$1,035.00
<b>DESCRIPTION: TEMPORARY EROSION CONTROL <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#</b>					
204-01-10000		1	LUMP SUM	\$ 100.00	\$ 100.00
<b>DESCRIPTION: TRAFFIC MAINTENANCE AGGREGATE <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#</b>					
402-01-00100		100	CY	\$ 5.00	\$ 500.00
<b>DESCRIPTION: PORTLAND CEMENT CONCRETE <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#</b>					
601-01-00300		200	SY	\$ 75.00	\$15,000.00
<b>DESCRIPTION: CONCRETE WALK (4" THICK) <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#</b>					
706-01-00300		675	SY	\$ 60.00	\$40,500.00
<b>DESCRIPTION: CONCRETE DRIVE (6" THICK) <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#</b>					
706-02-00200		360	SY	\$ 70.00	\$25,200.00

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

DESCRIPTION:	HANDICAPPED CURB RAMPS <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY	UNIT OF MEASURE			
706-04-00100	8	EACH	\$ 1,500.00		\$ 12,000.00
DESCRIPTION:	SLAB SODDING (ST. AUGUSTINE) <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY	UNIT OF MEASURE			
714-01-00600	550	SY	\$ 7.00		\$ 3,850.00
DESCRIPTION:	MOBILIZATION <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY	UNIT OF MEASURE			
727-01-00100	1	LUMP SUM	\$ 2,200.00		\$ 2,200.00
DESCRIPTION:	REFLECTORIZED RAISED PAVEMENT MARKERS <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY	UNIT OF MEASURE			
731-02-00100	6	EACH	\$ 50.00		\$ 300.00
DESCRIPTION:	MAINTENANCE OF TRAFFIC, TEMP. SIGNS, AND BARRICADES <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY	UNIT OF MEASURE			
NS-MNT-20032	1	LUMP SUM	\$ 5,000.00		\$ 5,000.00
DESCRIPTION:	EXPLORATORY EXCAVATION <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY	UNIT OF MEASURE			
S-001	8	EACH	\$ 600.00		\$ 4,800.00
DESCRIPTION:	FIELD ENGINEERING AND SURVEYING <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY	UNIT OF MEASURE			
S-002	1	LUMP SUM	\$ 5,000.00		\$ 5,000.00
DESCRIPTION:	WATER MAIN (UP TO 2") (HDPE) <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY	UNIT OF MEASURE			
W-006	150	LF	\$ 20.00		\$ 3,000.00
DESCRIPTION:	WATER MAIN (8") (PVC C900) <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY	UNIT OF MEASURE			
W-108	2150	LF	\$ 63.00		\$ 135,450.00
DESCRIPTION:	GATE VALVE AND VALVE BOX (2") <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY	UNIT OF MEASURE			
W-402	1	EACH	\$ 500.00		\$ 500.00

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

DESCRIPTION:	GATE VALVE AND VALVE BOX (8") <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY	UNIT OF MEASURE			
W-408	13	EACH	\$ 1,500.00		\$ 19,500.00
DESCRIPTION:	PIPE RESTRAINTS (8") <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY	UNIT OF MEASURE			
W-708	20	EACH	\$ 66.00		\$ 1,320.00
DESCRIPTION:	TRANSITIONAL COUPLINGS (12") <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY	UNIT OF MEASURE			
W-812	1	EACH	\$ 5,000.00		\$ 5,000.00
DESCRIPTION:	DUCTILE IRON FITTINGS <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY	UNIT OF MEASURE			
W-901	1000	POUNDS	\$ 15.00		\$ 15,000.00
DESCRIPTION:	FIRE HYDRANT ASSEMBLY <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY	UNIT OF MEASURE			
W-902	6	EACH	\$ 3,000.00		\$ 18,000.00
DESCRIPTION:	INSTALLATION OF OWNER-FURNISHED HYDRANT ASSEMBLY <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY	UNIT OF MEASURE			
W-902-A	6	EACH	\$ 2,000.00		\$ 12,000.00
DESCRIPTION:	WATER SERVICE CONNECTION (UP TO 2" POLYETHYLENE) <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY	UNIT OF MEASURE			
W-903-1	25	EACH	\$ 800.00		\$ 20,000.00
DESCRIPTION:	WATER SERVICE CONNECTION (UP TO 2" POLYETHYLENE) (3" CONDUIT DIRECTIONALLY DRILLED) <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY	UNIT OF MEASURE			
W-903-2	18	EACH	\$ 1,800.00		\$ 32,400.00
DESCRIPTION:	ABANDONMENT OF WATERLINE (2") <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY	UNIT OF MEASURE			
W-904	600	LF	\$ .10		\$ 60.00
DESCRIPTION:	ABANDONMENT OF WATERLINE (6") <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY	UNIT OF MEASURE			
W-905	1900	LF	\$ 1.00		\$ 1,900.00

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

DESCRIPTION:	REMOVAL OF FIRE HYDRANTS <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	
W-910	6	EACH	\$ 5,000.00	\$30,000.00
DESCRIPTION:	WATERLINE VERTICAL (UNDER) OFFSET (8") <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	
W-911	3	EACH	\$ 150.00	\$ 450.00
DESCRIPTION:	WATERLINE VERTICAL (OVER) OFFSET (8") <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	
W-912	3	EACH	\$ 250.00	\$ 750.00
DESCRIPTION:	24"x8" TAPPING SLEEVE <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	
W-913	1	EACH	\$ 5,000.00	\$5,000.00

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.

# AIA<sup>®</sup> Document A312<sup>™</sup> – 2010

## Performance Bond

Bond Number: 1834532

**CONTRACTOR:**

*(Name, legal status and address)*  
Wallace C. Drennan, Inc.  
1500 Nine Mile Point Road  
Westwego, LA 70094

**SURETY:**

*(Name, legal status and principal place of business)*  
The Hanover Insurance Company  
440 Lincoln Street  
Worcester, MA 01653

**OWNER:**

*(Name, legal status and address)*  
St. Bernard Parish Government, Department of Public Works  
1125 E St. Bernard Highway  
Chalmette, LA 70043

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**CONSTRUCTION CONTRACT**

Date: June 27, 2016

Amount: Four Hundred Twenty Four Thousand Eight Hundred Fifteen and No/100ths Dollars (\$424,815.00)

**Description:**

*(Name and location)*  
Waterline Replacement Project 1.5, PW No. DWRLF-1005

**BOND**

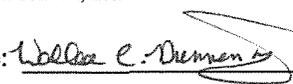
Date: June 27, 2016  
*(Not earlier than Construction Contract Date)*

Amount: Four Hundred Twenty Four Thousand Eight Hundred Fifteen and No/100ths Dollars (\$424,815.00)

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

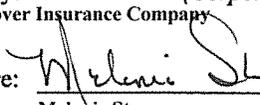
Company: *(Corporate Seal)*  
Wallace C. Drennan, Inc.

Signature:   
Name: Wallace C. Drennan III  
and Title: President

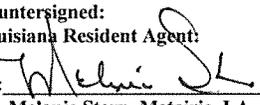
*(Any additional signatures appear on the last page of this Performance Bond.)*

**SURETY**

Company: *(Corporate Seal)*  
The Hanover Insurance Company

Signature:   
Name: Melanie Stern  
and Title: Attorney-in-Fact

Countersigned:  
Louisiana Resident Agent:

By:   
Melanie Stern, Metairie, LA

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

Cory, Tucker & Larrowe, Inc.  
P.O. Box 6646  
Metairie, LA 70009-6646  
(504) 834-5080

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*  
Digital Engineering and Imaging, Inc.  
527 West Esplanade Avenue, Suite 200  
Kenner, LA 70065  
(504) 468-6129

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

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

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

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

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

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

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

Name and Title: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

AIA Document A312™ – 2010. The American Institute of Architects.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY  
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Stephen L. Cory, Pamela K. Tucker, Jill K. Tucker and/or Melanie Stern

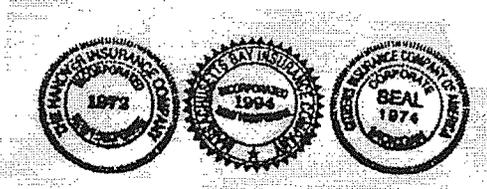
of Metairie, LA and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 4th day of November 2011.



THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Robert Thomas*  
Robert Thomas, Vice President

*Mary Fitzgerald*  
Mary Fitzgerald, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 4th day of November 2011 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

 BARBARA A. GARLICK  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires Sept. 21, 2018

*Barbara A. Garlick*  
Barbara A. Garlick, Notary Public  
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this \_\_\_\_\_ day of \_\_\_\_\_ 20 16

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Glenn Margosian*  
Glenn Margosian, Vice President

# AIA<sup>®</sup> Document A312<sup>™</sup> – 2010

## Payment Bond

Bond Number: 1834532

### CONTRACTOR:

(Name, legal status and address)

Wallace C. Drennan, Inc.  
1500 Nine Mile Point Road  
Westwego, LA 70094

### SURETY:

(Name, legal status and principal place of business)

The Hanover Insurance Company  
440 Lincoln Street  
Worcester, MA 01653

### OWNER:

(Name, legal status and address)

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

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

### CONSTRUCTION CONTRACT

Date: June 27, 2016

Amount: Four Hundred Twenty Four Thousand Eight Hundred Fifteen and No/100ths Dollars (\$424,815.00)

### Description:

(Name and location)

Waterline Replacement Project 1.5, PW No. DWRLF-1005

### BOND

Date: June 27, 2016

(Not earlier than Construction Contract Date)

Amount: Four Hundred Twenty Four Thousand Eight Hundred Fifteen and No/100ths Dollars (\$424,815.00)

Modifications to this Bond:  None  See Section 18

### CONTRACTOR AS PRINCIPAL

Company: Wallace C. Drennan, Inc. (Corporate Seal)

Signature: Wallace C. Drennan III  
Name Wallace C Drennan III  
and Title: President

(Any additional signatures appear on the last page of this Payment Bond.)

### SURETY

Company: The Hanover Insurance Company (Corporate Seal)

Signature: Melanie Stern  
Name Melanie Stern  
and Title: Attorney-in-Fact

Countersigned:  
Louisiana Resident Agent:

By: Melanie Stern  
Melanie Stern, Metairie, LA

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

Cory, Tucker & Larowe, Inc.  
P.O. Box 6646  
Metairie, LA 70009-6646  
(504) 834-5080

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)  
Digital Engineering and Imaging, Inc.  
527 West Esplanade Avenue, Suite 200  
Kenner, LA 70065  
(504) 468-6129

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

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

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

Name and Title: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY  
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

**Stephen L. Cory, Pamela K. Tucker, Jill K. Tucker and/or Melanie Stern**

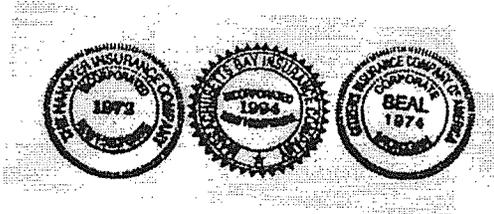
of **Metairie, LA** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

**Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance**

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 4th day of November 2011.



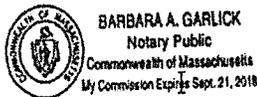
THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas, Vice President

Mary Fitzgerald, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 4th day of November 2011 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



BARBARA A. GARLICK  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires Sept. 21, 2018

Barbara A. Garlick, Notary Public  
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this \_\_\_\_\_ day of \_\_\_\_\_ 20 16 .

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

Glenn Margosian, Vice President



# CERTIFICATE OF LIABILITY INSURANCE

DRENNAN-02      LBARBER

DATE (MM/DD/YYYY)  
6/24/2016

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.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

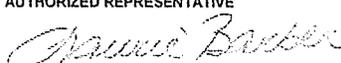
<b>PRODUCER</b> Cory, Tucker & Larrowe, Inc. P. O. Box 6646 Metairie, LA 70009-6646	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): (504) 834-5080      FAX (A/C, No): (504) 835-7726 E-MAIL ADDRESS:																					
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B :</td> <td>National Union Fire Insurance Company</td> <td>19445</td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Zurich American Insurance Company	16535	INSURER B :	National Union Fire Insurance Company	19445	INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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<b>INSURED</b>  Wallace C. Drennan, Inc. 1500 Nine Mile Point Road Westwego, LA 70094 <i>AB</i> <i>6-24-16</i>																						

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	GLO 3757536 09	02/01/2016	02/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	BAP 3757535 09	02/01/2016	02/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION S	X	X	BE 067907844	02/01/2016	02/01/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X WC 3757534 09	02/01/2016	02/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Drinking Water Revolving Loan Fund, Waterline Replacement Project 1.5, PW No. DWRLF-1005

<b>CERTIFICATE HOLDER</b>  St. Bernard Parish Government 8201 West Judge Perez Drive Chalmette, LA 70043	<b>CANCELLATION</b>  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 
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