

# 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  
CHALMETTE, LA 70043

**First MORTGAGOR**

PARISH OF ST BERNARD

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**First MORTGAGEE**

L & A CONTRACTING COMPANY

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**Description :** WITH BOND -PROJECT RAW WATER INTAKE ACCESS BRIDGE REPLACEMENT

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## 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) : 03/15/2016

At (Recorded Time) : 11:35:12AM



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## AGREEMENT

THIS AGREEMENT, made the 11<sup>th</sup> day of March, 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 **L & A Contracting Company** (*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

### **Raw Water Intake Access Bridge Replacement Project** **FEMA PW 16844**

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 **Raw Water Intake Access Bridge Replacement Project**, in accordance with the CONTRACTOR's written bid proposal dated **December 1, 2015**, a copy of which is attached hereto and made a part hereof.

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

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

## ARTICLE II.

The Project has been designed by **Burk-Kleinpeter, Inc.**, who is hereinafter called ARCHITECT/ENGINEER and who is to act as OWNER's representative, to assume all duties and responsibilities and to have the rights and authority assigned to ARCHITECT/ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

## ARTICLE III.

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

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

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

## ARTICLE IV.

That OWNER shall pay to CONTRACTOR for performance of the Work embraced in this Contract, in accordance with the Contract Documents, and CONTRACTOR shall accept as full compensation therefor, the sum (subject to adjustment as provided in the Contract Documents) of **One Million One Hundred Eighty Thousand One Hundred Ninety One Dollars and Twenty Cents (\$ 1,180,191.20)** 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** consecutive calendar days from the date specified in the "Notice 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 of **One Thousand** Dollars (**\$ 1,000.00**) for each and every calendar day after the time specified in Article V for Substantial Completion of the Work until the Work is determined to be substantially complete in accordance with the Contract Documents. After Substantial Completion, if the CONTRACTOR shall neglect, fail, or refuse to complete the Work within the time specified in Article V for final completion, or any proper extension thereof granted by the OWNER, CONTRACTOR shall owe OWNER liquidated damages in the amount of **One Thousand** Dollars (**\$ 1,000.00**) for each day after the time specified in Article V for final completion until the Work is determined to be finally completed in every respect in accordance with the Contract Documents.

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

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

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

## **ARTICLE VII.**

NOT USED IN THIS CONTRACT

## **ARTICLE VIII.**

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

provided in the General Conditions.

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

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

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

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

#### ARTICLE IX.

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

1. This Agreement.
2. Performance, Payment, and other Bonds.
3. Insurance Certificates
4. Notice to Proceed
5. Standard General Conditions of the Construction Contract
6. Special Provisions
7. Contract Documents (drawings and specifications) bearing the title **Raw Water Intake Access Bridge Replacement Project, FEMA PW 16844** Addenda Numbers 1 to 3, inclusive
8. Bid Form
9. Documentation submitted by CONTRACTOR prior to Notice of Award.
10. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to the General Conditions.

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

## ARTICLE X.

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

1. CONTRACTOR has visited the Site, 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.

L & A Contracting Company  
(CONTRACTOR)

By: D. Lee Sims

Title: D. LEE SIMS, PRESIDENT

Date: \_\_\_\_\_

(SEAL & ATTEST)

C. J. SUTHERLAND  
CORP BIELSTEIN

Address for giving notices:

P.O. Box 16749

Hottiesburg, Ms. 39401

cbielsteine@landacontracting.com

License No. 02755

PARISH OF ST. BERNARD  
STATE OF LOUISIANA  
(OWNER)

By: Guy McInnis

Guy McInnis  
Parish President, ST. BERNARD PARISH

(SEAL & ATTEST)

Teri L. Dostoy

Dalene Zornen

LOUISIANA UNIFORM PUBLIC WORK BID FORM

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

BID FOR: Raw Water Intake Access Bridge Replacement
Project FEMA PW 16844

The undersigned bidder hereby declares and represents that she/he: a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Burk-Kleinpeter, Inc., 4176 Canal Street, New Orleans, Louisiana 70119. Phone: (504)-486-5901 and dated: October, 2015

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) #1-11/9/15, #2-11/12/15, #3-11/24/15

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 ONE HUNDRED EIGHTY THOUSAND ONE HUNDRED NINETY ONE AND TWENTY CENTS Dollars (\$ 1,180,191.20)

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 (\$ N/A)

Alternate No. 2 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of: N/A Dollars (\$ N/A)

Alternate No. 3 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of: N/A Dollars (\$ N/A)

NAME OF BIDDER: L&A CONTRACTING COMPANY
ADDRESS OF BIDDER: 100 SIMS ROAD
HATTIESBURG, MS. 39401

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 22755

NAME OF AUTHORIZED SIGNATORY OF BIDDER: O. LEE SIMS

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: PRESIDENT

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*: O. Lee Sims

DATE: 12-1-15

\* 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)(e) or RS 38:2212(O)

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

ADDENDUM #3

L&A CONTRACTING CO.
P.O. BOX 16749
HATTIESBURG, MS 39404-6749

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

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

BID FOR: Raw Water Intake Access Bridge Replacement Project  
FEMA PW 16844

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)
S-001	1	LUMP SUM	\$140,000.00	\$140,000.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #	CONSTRUCTION LAYOUT		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
S-002	1	LUMP SUM	\$40,000.00	\$40,000.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #	CLEARING AND GRUBBING		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
S-003	0.35	ACRE	\$13,500.00	\$4,725.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #	REMOVAL AND DISPOSAL OF 1 1/2" STEEL GUARDRAIL		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
S-004	1,640.0	LF	\$2.71	\$4,452.80
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #	REMOVAL AND DISPOSAL OF 4" THICK PRECAST CONCRETE PANELS		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
S-005	8,200.0	SF	\$1.35	\$11,070.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #	REMOVAL AND DISPOSAL OF STRUCTURAL STEEL		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
S-006	73.80	TON	\$150.00	\$11,070.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #	REMOVAL AND DISPOSAL OF TIMBER LATERAL BRACING		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
S-007	1,312.0	LF	\$1.70	\$2,230.40
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #	REMOVAL AND DISPOSAL OF TREATED TIMBER PILES		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
S-008	80	EA	\$57.00	\$4,560.00

APPENDIX #1

I SA CONTRACTING CO.  
P.O. BOX 10700  
METairie, LA 70002-0700  
PHONE: 504-885-4444

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #	REMOVAL AND DISPOSAL OF WOODEN CURB	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	1.800 0	LF	\$ 1.26	\$ 2268 00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #	REMOVAL AND DISPOSAL OF EXISTING CONCRETE CURB AND DECK SLAB	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	15 0	LF	\$ 611 28	\$ 9168 00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #	REMOVAL AND DISPOSAL OF EXISTING STEEL WEEBULAR GALVARD ALI.	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	45 0	LF	\$ 186 70	\$ 1600 50

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #	REMOVAL AND DISPOSAL OF EXISTING CONDUITS	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	1	LS	\$ 7000 00	\$ 7000 00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #	FURNISH AND INSTALL CLASS "B" TREATED TRUSSER TEST PILE (60' LONG)	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	1	EA	\$ 13677 00	\$ 13677 00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #	FURNISH AND INSTALL CLASS "B" TREATED TRUSSER PILES (60' LONG)	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	5.284 0	LF	\$ 17 00	\$ 89,160 00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #	FURNISH AND INSTALL TREATED TRUSSER LATERAL BRACING	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	46	EA	\$ 360 00	\$ 16560 00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #	FURNISH AND INSTALL PRECAST CONCRETE PILE CAPS	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	45	EA	\$ 2143 00	\$ 186462 00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #	FURNISH AND INSTALL 3" THICK PRECAST CONCRETE PANEL	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	8.340 0	SF	\$ 38 00	\$ 315780 00

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #	FURNISH AND INSTALL 1 1/2" DIA. GALVANIZED STEEL GUARDRAIL	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
REF. NO.	1.770 0	LF	\$ 64.64	\$ 114501 00

ADDENDUM #3

1665 LINDEN AVE UNIT 317  
 407 W 17th St  
 ANTI-BROKER, SAN ANTONIO, TX

LEBA CONTRACTING CO.  
 P.O. BOX 16749  
 HATTIESBURG, MS 39404-6749

ADDENDUM #3

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #	ELECTRICAL LIGHTING - ROADWAY LIGHT FIXTURES		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
S-019	16	EA	\$6934.00	\$110,944.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #	REMOVAL AND DISPOSAL OF LIGHT AND UTILITY POLES		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
S-020	10	EA	\$2160.00	\$21,600.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #	REMOVAL AND DISPOSAL OF 1" WATER LINE		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
S-021	1	LS	\$945.00	\$945.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #	REMOVAL AND DISPOSAL OF SHED STRUCTURE		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
S-022	1	EA	\$5542.00	\$5542.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #	REMOVAL AND DISPOSAL OF PILE CLUSTERS		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
S-023	3	EA	\$1298.00	\$3894.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #	REMOVAL AND DISPOSAL OF PAVED PLATFORM AND PILING		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
S-024	1	EA	\$11,083.00	\$11,083.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #	FURNISH AND INSTALL NEW METAL BRIDGE		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
S-025	600	SF	\$245.25	\$147,150.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt #	FURNISH AND INSTALL NEW WATER LINE		
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
S-026	1	LS	\$48,000.00	\$48,000.00

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: Prepared in accordance with R.S. 38-2-212.  
 HISTORICAL NOTE: Prepared by the Office of the Governor, Division of Administration, Office of Facility Planning and Control, LR 35-1522 (August 2009)  
 Larry W. Jones  
 Assistant Comptroller

# BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we,

L & A Contracting Company

P.O. Box 16749 Hattiesburg, MS 39404

as Principal, hereinafter called the Principal, and

Liberty Mutual Insurance Company

175 Berkeley Street Boston, MA 02116

a corporation duly organized under the laws of the State of MA

as Surety, hereinafter called the Surety, are held and firmly bound unto

St. Bernard Parish Government Department of Public Works

1125 E. St. Bernard Highway Chalmette, LA 70043

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5% )

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Raw Water Intake Access Bridge Replacement Project, FEMA PW16844

NOW THEREFORE, the condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

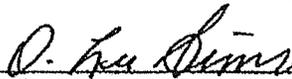
Signed and sealed this 17th day of November A.D. 2015

L & A Contracting Company

(Principal)

(Seal)

By:



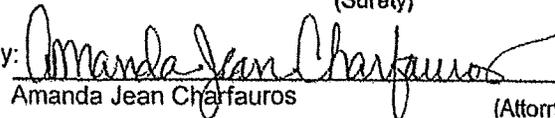
D. LEE SIMS (Title) PRES.

Liberty Mutual Insurance Company

(Surety)

(Seal)

By:



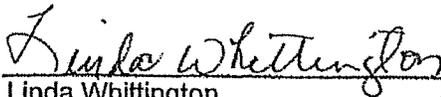
Amanda Jean Charfauros

(Attorney-In-Fact)

Bottrell Insurance



CORY BIELSTEIN (Witness)



Linda Whittington (Witness)

Countersigned By:



Stephen L. Cory, LA Resident Agent

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 residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amanda Jean Charfauros of the city of Jackson, state of MS its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: L & A Contracting Company

Obligee Name: St. Bernard Parish Government Department of Public Works

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18<sup>th</sup> day of November, 2013.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 18<sup>th</sup> day of November, 2013, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS – Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation –** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization –** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17<sup>th</sup> day of November, 2015.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

**CORPORATE RESOLUTION**

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF  
L&A CONTRACTING COMPANY, INCORPORATED.

AT THE MEETING OF DIRECTORS OF L&A CONTRACTING COMPANY  
INCORPORATED, DULY NOTICED AND HELD ON NOV. 30, 2015,  
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED.  
IT WAS:

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

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

Stacie D. Pitts  
SECRETARY-TREASURER STACIE D. PITTS

NOVEMBER 30, 2015  
DATE

NON-COLLUSION AND NON-SOLICITATION AFFIDAVIT

PROJECT: RAW WATER INTAKE ACCESS BRIDGE REPLACEMENT  
PROJECT, FEMA PW 16844

STATE OF LOUISIANA

PARISH OF ST. BERNARD

BEFORE ME, the undersigned authority, personally came and appeared,

D. LEE SIMS, PRESIDENT  
(Name of Authorized Representative of Bidder)

who after being by me duly sworn, deposed and said that he is the fully authorized  
PRESIDENT of

LFA CONTRACTING COMPANY  
(hereinafter referred to as bidder), the party who submitted a bid for  
RAW WATER INTAKE ACCESS BRIDGE which bid was received by St.  
Bernard Parish on DEC. 21, 2015  
and said affiant further said:

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

AFFIDAVIT

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

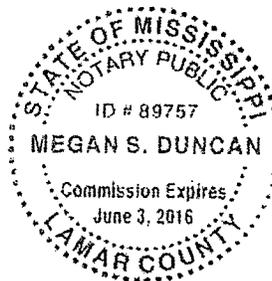
D. Lee Sims  
Authorized Signature  
D. LEE SIMS

SWORN TO AND SUBSCRIBED

BEFORE ME THIS FIRST

DAY OF DECEMBER, 2015

Megan S. Duncan  
NOTARY PUBLIC



1000 CONTR...  
P.O. BOX...  
MEMPHIS, TN...

# State of Louisiana



## State Licensing Board for Contractors

This is to Certify that:

L & A CONTRACTING CO.  
P O Box 16749  
Hattiesburg, MS 394046749

is duly licensed and entitled to practice the following classifications  
BUILDING CONSTRUCTION; ELECTRICAL WORK (STATEWIDE); HEAVY  
CONSTRUCTION; HIGHWAY, STREET AND BRIDGE CONSTRUCTION; MUNICIPAL  
AND PUBLIC WORKS CONSTRUCTION



Expiration Date: December 02, 2016

License No: 755

*Will S. McOP*  
Director

Witness our hand and seal of the Board dated,  
Baton Rouge, LA 3rd day of December 2013

*Ben E. Green*

Chairman

*Andy H. Young*

Secretary-Treasurer

This License Is Not Transferrable

**Case Administration**

- Initial Verification
- View Cases

**User Administration**

- Change Password
- Pwd Challenge Q&A
- Change Profile

**Site Administration**

- Add User
- View Users
- Maintain Company
- Terminate Company Participation

**Reports**

- View Reports

**Company Information**

**Company Name:** C & S Contracting Company  
**Company ID Number:** 102517

**Physical Location:**

**Address 1:** 101 Sims Rd.  
**Address 2:**  
**City:** Hattiesburg  
**State:** MS  
**Zip Code:** 39401  
**County:** FORREST

**Mail**  
**Address**  
**City**  
**State**  
**Zip Code**

**Employer Identification Number:** 640333731  
**Total Number of Employees:** 20 to 99  
**Corporate / Parent Company:**

**Organization Designation:**

**Employer Category:** Federal Contractor  
**Federal Contractor Category:** None of these categories apply  
**Employees being verified:** All new hires and all existing employees assigned to a Federal contract

**NAICS Code:** 237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION

**Total Hiring Sites:** 1

**Total Points of Contact:** 1

ADDENDUM NUMBER 1

NOVEMBER 9, 2015

ST. BERNARD PARISH GOVERNMENT  
RAW WATER INTAKE ACCESS BRIDGE

FEMA PW: 16844

BKI PROJECT NO.14.044-0100

FROM:

**BURK-KLEINPETER, INC.**  
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS  
4176 CANAL STREET, NEW ORLEANS, LA 70119-5994  
(504) 486-5901 FAX (504) 483-6228

TO: PROSPECTIVE BIDDERS

This addendum forms a part of the Contract Documents and modifies the original drawings and specifications dated OCTOBER 2015 as noted below. Acknowledge receipt of this addendum in the space on the previously provided Bid Form. Failure to do so may subject the Bidder to disqualification. Bidder is responsible to disseminate this addendum to all subcontractors and material suppliers concerned.

**CONTRACTOR QUESTIONS**

**Questions from: L&A Contracting, Cory Bielstein**

ADD-1-1 Are the pile to be creosote or CCA treated?

*Engineer Response:* Yes. Pile shall follow LADOTD Blue book standard. Creosote and CCA are both approved treatments. Section 1014.03.

ADD-1-2 Is this considered coastal or freshwater?

*Engineer Response:* It is considered freshwater.

ADD-1-3 What is the budget for this project?

*Engineer Response:* The Engineer's Estimate is approximately \$1,275,000.00.

ADD-1-4 Where does the test pile go?

*Engineer Response:* The test pile shall be located at Bent 10 (Station 3+34.00) on the west pile row. The test pile shall be a production pile.

L&A CONTRACTING LLC  
P.O. BOX 16749  
MARTINSBURG, MS 39404-0677

ADDENDUM NUMBER 2

NOVEMBER 12, 2015

ST. BERNARD PARISH GOVERNMENT  
RAW WATER INTAKE ACCESS BRIDGE

FEMA PW: 16844

BKI PROJECT NO.14.044-0100

FROM:

**BURK-KLEINPETER, INC.**  
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS  
4176 CANAL STREET, NEW ORLEANS, LA 70119-5994  
(504) 486-5901 FAX (504) 483-6228

TO: PROSPECTIVE BIDDERS

This addendum forms a part of the Contract Documents and modifies the original drawings and specifications dated OCTOBER 2015 as noted below. Acknowledge receipt of this addendum in the space on the previously provided Bid Form. Failure to do so may subject the Bidder to disqualification. Bidder is responsible to disseminate this addendum to all subcontractors and material suppliers concerned.

**GENERAL**

St. Bernard Parish has requested changes to instructions to bidders for this project and Contractors have requested additional time to review the site conditions of the access bridge. The review and incorporation of these comments cannot be completed before seventy-two hours prior to the original project Bid Date time. Therefore, **the Bid Opening for the referenced project will be postponed for fourteen calendar days. The Bid Opening will be held at 2:00 p.m., on Tuesday, December 1, 2015.** The location of the bid opening remains unchanged. The changes to the instruction to bidders and addition site information will be made in a future addendum.

1 & A CONTRACTING CO  
P.O. BOX 16749  
HATTIESBURG, MS 39404-6749

ADDENDUM NUMBER 3

NOVEMBER 24, 2015

ST. BERNARD PARISH GOVERNMENT  
RAW WATER INTAKE ACCESS BRIDGE

FEMA PW: 16844

BKI PROJECT NO.14.044-0100

FROM:

**BURK-KLEINPETER, INC.**  
ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS  
4176 CANAL STREET, NEW ORLEANS, LA 70119-5994  
(504) 486-5901 FAX (504) 483-6228

TO: PROSPECTIVE BIDDERS

This addendum forms a part of the Contract Documents and modifies the original drawings and specifications dated OCTOBER 2015 as noted below. Acknowledge receipt of this addendum in the space on the previously provided Bid Form. Failure to do so may subject the Bidder to disqualification. Bidder is responsible to disseminate this addendum to all subcontractors and material suppliers concerned.

**GENERAL**

ADD-3-1 The Contractor shall submit the following items with the Bid:

- a. Louisiana Public Work Bid Form
- b. Bid Security or Bid Bond. See La R.S. 38:2212(B)(2)
- c. Corporate Resolution Authorizing Signing of Bid. See La R.S. 38:2212(B)(2) or such documents that comply with La R.S. 38:2212 (B)5)

ADD-3-2 The apparent low bid Contractor shall submit the following items within 10 calendar days of the bid opening:

- a. Employment Status Verification Affidavit. See La R.S. 38:2212 (B)(3)(a)
- b. Non Collusion and Non Solicitation Affidavit. See La R.S. 38:2224
- c. Attestation Clause See La R.S. 38:2227
- d. Preliminary Project Schedule (Instruction to Bidders)
- e. Schedule of Values (Instruction to Bidders) – Not Required if Unit Price Bid form is used.

ADD-3-3 The light fixtures locations shown on drawings C5-C7 shall not be used in this project. The Contractor shall use the lighting layout shown on E2-E5.

L&A CONTRACTING CO.  
P O. BOX 16749  
HATTIESBURG, MS 39404-6749

ADDENDUM NO. 3

Page 1 of 8

BKI No. NO.14.044

**Central Auction House Bid Details for Listing: Raw Water Intake Access Bridge Project No. FEMA PW 16844**

**BidID: 9451**

**Vendor: LandAContracting**

**Vendor number: 00755**

**Bid amount: \$0.00**

**Delivery: 0 Days**

**Bid details: St. Beard Parish Govement Dept. of Public Works 1125 East St. Beard Highway Chalmette, La. 70043 Raw Water Intake Access Bridge Replacement FEMA PW 16844 LA Contractor License No. 00755**

CONTRACT DOCUMENTS  
AND  
TECHNICAL SPECIFICATIONS

FOR THE

FEMA PW 16844

ST. BERNARD PARISH

RAW WATER INTAKE ACCESS BRIDGE

FOR THE

ST. BERNARD PARISH GOVERNMENT

BKI NO. NO.14.044

OCTOBER 2015

BURK-KLEINPETER, INC.

ENGINEERS, ARCHITECTS, PLANNERS, ENVIRONMENTAL SCIENTISTS

4176 CANAL STREET  
BKI NO. NO.14.044

NEW ORLEANS, LA  
SET NO. \_\_\_\_\_

LEA CONTRACTING CO  
P.O. BOX 1074  
HATTIESBURG, MS 39404-6748

**HOLD HARMLESS AGREEMENT**

If Contractor is the successful bidder, then L&A CONTRACTING COMPANY agrees to protect,  
(Contractor)

defend, indemnify, save, and hold harmless the Parish of Saint Bernard, the Saint Bernard Parish Council, the Directors of all Saint Bernard Parish Departments, Agencies, Boards, and Commissions, their officers, agents, servants, and employees, including volunteers, from and against any and all claims, demands, expense, and liability arising out of injury or death to any person, or the damage, loss, or destruction of property which may occur or in any way grow out of any act or omission of L&A CONTRACTING COMPANY, its agents, servants, and employees,

(Contractor)

or any and all costs, expense, and/or attorney fees incurred by the Parish of Saint Bernard as a result of any claims, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the Parish of Saint Bernard, the Saint Bernard Parish Council, the Directors of all Saint Bernard Parish Departments, Agencies, Boards, and Commissions, their officers, agents, servants, and employees, including volunteers.

L&A CONTRACTING COMPANY agrees to investigate, handle, respond to, provide defense for, and  
(Contractor)

defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false, or fraudulent.

Accepted By: D. LEE SIMS

Company Name: L&A CONTRACTING COMPANY

Signature: D. Lee Sims

Title: PRESIDENT

Date Accepted: March 11, 2016

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

L&A Contracting Company

(Name of Contractor)

P.O. Box 16749, Hattiesburg, MS 39404

(Address of Contractor)

a Mississippi Corporation, hereinafter called "PRINCIPAL," and

Liberty Mutual Insurance Company

(Name of Surety)

175 Berkeley Street, Boston, MA 02116

(Address of Surety)

hereinafter called "SURETY," are held and firmly bound unto Saint Bernard Parish, Louisiana, hereinafter called "OWNER," in the penal sum of One Million One Hundred Eighty Thousand One Hundred Ninety-One Dollars & 20/100 Dollars (\$ 1,180,191.20 ) 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 11<sup>th</sup> day of March, 2016, a copy of which is hereto attached and made a part hereof for the construction of:

**RAW WATER INTAKE ACCESS BRIDGE REPLACEMENT PROJECT**  
**FEMA PW 16844**

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 FOUR (4) counterparts, each one of which shall be deemed an original, this the 11<sup>th</sup> day of March, 2016.

WITNESSES:

  
C.T. SUTHERLAND

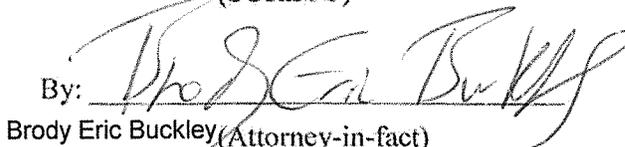
L&A Contracting Company  
(PRINCIPAL)

  
CORY BIELSTEIN

By:   
Title: PRESIDENT

Liberty Mutual Insurance Company  
(SURETY)

  
Peggy Jackson

By:   
Brody Eric Buckley (Attorney-in-fact)

  
Wes Price

Bottrell Insurance, P.O. Box 1490, Jackson, MS 39215-1490  
(Address)

Countersigned By:  
  
Stephen L. Cory/Resident LA Agent

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

**LABOR AND MATERIALS PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

L&A Contracting Company  
(Name of Contractor)

P.O. Box 16749, Hattiesburg, MS 39404  
(Address of Contractor)

a Mississippi Corporation, hereinafter called "PRINCIPAL," and

Liberty Mutual Insurance Company  
(Name of Surety)

175 Berkeley Street, Boston, MA 02116  
(Address of Surety)

hereinafter called "SURETY," are held and firmly bound unto Saint Bernard Parish, Louisiana, hereinafter called "OWNER," in the penal sum of One Million One Hundred Eighty Thousand One Hundred Ninety-One Dollars & 20/100 Dollars (\$ 1,180,191.20 ) 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 11<sup>th</sup> day of March, 2016, a copy of which is hereto attached and made a part hereof for the construction of:

**RAW WATER INTAKE ACCESS BRIDGE REPLACEMENT PROJECT**  
**FEMA PW 16844**

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 FOUR (4) counterparts, each one of which shall be deemed an original, this the 11<sup>th</sup> day of March, 2016.

WITNESSES:

  
C.T. SUTHERLAND

L&A Contracting Company

(PRINCIPAL)

  
CORY BIELSTEIN

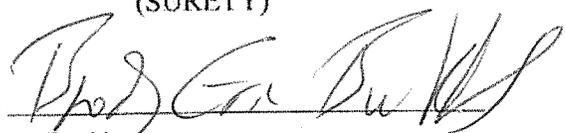
By: D. Lee Sims O. LEE SIMS

Title: PRESIDENT

Liberty Mutual Insurance Company

(SURETY)

  
Peggy Jackson

By:   
Brody Eric Buckley (Attorney-in-fact)

  
Wes Price

Bottrell Insurance, P.O. Box 1490, Jackson, MS 39215-1490

(Address)

Countersigned By:

  
Stephen L. Cory/Resident LA Agent

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

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED 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.

Certificate No. 7080409

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

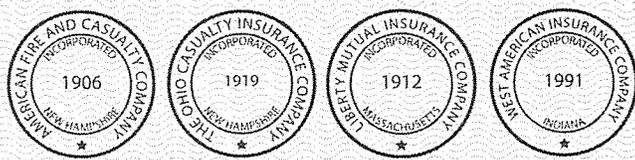
Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amanda Jean Charfauros; Angela Bullie; Brody Eric Buckley; Jason J. Young; Jerry E. Horner Jr; Jerry G. Veazey Jr; Jim A. Armstrong; Linda D. Whittington; Peggy L. Jackson; S. Lyle Bates Jr; Stephen Wesley Price Jr; Trina Cobb; William E. Howard Jr

all of the city of Jackson, state of MS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of August, 2015.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 6th day of August, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



THE GRAY INSURANCE COMPANY

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

A. Commercial General Liability

General Liability Policy Includes:

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

B. Automobile Liability Policy Includes:

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

C. Workers Compensation Policy Includes:

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

D. Excess Liability Policy Includes:

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



# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

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 ARTHUR J GALLAGHER 111 VETERANS BLVD SUITE 1130 METAIRIE LA 70005		PHONE (A/C, No, Ext): 504-888-1100	COMPANY ESSEX INSURANCE COMPANY (A M BEST RATING A XV) TEN PARKWAY NORTH DEERFIELD IL 60015	
FAX (A/C, No): 504-888-1299	E-MAIL ADDRESS: edward_murphy@ajg.com			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #:				
INSURED L & A CONTRACTING COMPANY 100 SIMS ROAD HATTIESBURG MS 39401		LOAN NUMBER	POLICY NUMBER TO BE ASSIGNED	
		EFFECTIVE DATE 02/17/2016	EXPIRATION DATE 02/17/2017	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
		THIS REPLACES PRIOR EVIDENCE DATED:		

### PROPERTY INFORMATION

#### LOCATION/DESCRIPTION

RAW WATER INTAKE ACCESS BRIDGE REPLACEMENT PROJECT IN ST BERNARD PARISH, LOUISIANA  
PROJECT # 16844

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
ALL RISKS BUILDERS RISKS, INCLUDING FLOOD COVERAGE	\$ 1,180,191	SEE BELOW

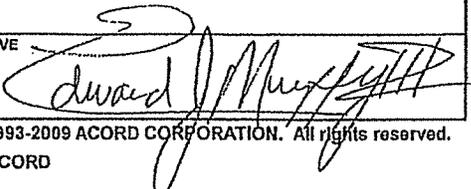
### REMARKS (Including Special Conditions)

DEDUCTIBLES: \$ 5,000 ANY ONE OCCURRENCE EXCEPT FOR LOSSES CAUSED BY A FLOOD, THEN THE DEDUCTIBLE WILL BE \$ 75,000; LOSSES CAUSED BY WIND OR HAIL WILL BE SUBJECT TO A DEDUCTIBLE OF \$ 75,000  
POLICY ENHANCEMENTS WILL INCLUDE TRANSIT IN THE AMOUNT OF \$ 100,000; TEMPORARY STORAGE IN THE AMOUNT OF \$ 100,000  
OWNER & SUBS OF ALL TIERS ARE ADDITIONAL INSURED'S UNDER POLICY  
WAIVER OF SUBROGATION WHERE REQUIRED BY WRITTEN CONTRACT

### 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 GOVERNMENT 8201 WEST JUDGE PEREZ DRIVE CHALMETTE, LA 70043	<input type="checkbox"/> MORTGAGEE	<input checked="" type="checkbox"/> ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE	<input checked="" type="checkbox"/> OWNER
LOAN #		
AUTHORIZED REPRESENTATIVE 		

ACORD 27 (2009/12)

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