

# 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

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**First MORTGAGEE**

BOH BROS CONSTRUCTION CO LLC

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**Description :** AGREEMENT WITH BOND -PROJECT DRINKING WATER REVOLVING LOAN FUND WATERLINE REPLACEMENT

## 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) : 07/28/2016

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## AGREEMENT

THIS AGREEMENT, made the 18<sup>th</sup> day of July, 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 Boh Bros. Construction Co., LLC. (*CONTRACTOR's legal name*) referred to in these Contract Documents as "CONTRACTOR" (the "Agreement"):

WITNESSETH THAT:

WHEREAS, in accordance with law, OWNER has caused the Contract Documents to be prepared and an Invitation to Bid to be published for and in connection with the **Drinking Water Revolving Loan Fund Waterline Replacement Project 1.3, PW No. DWRLF-1003.**

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 **Drinking Water Revolving Loan Fund Waterline Replacement Project 1.3, PW No. DWRLF-1003**, in accordance with the CONTRACTOR's written bid proposal dated June 14, 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 **Meyer Engineers, Ltd.**, 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 six hundred fifty three thousand eight hundred two Dollars (\$1,653,802.00) 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 **270** consecutive calendar days from the date specified in the "Order to Proceed" as the starting date for the Contract Time. The time allowed for completion of this project includes days of inclement weather as provided below and any time required for final clean-up of this project site. If agreed to by both parties in a written change order, the contract time may be extended 30 calendar days, or a fraction thereof.

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

Monthly Anticipated Adverse Weather Days\*

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

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

**ARTICLE VI.**

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

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

B. The CONTRACTOR shall owe OWNER liquidated damages in the amount 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 **Drinking Water Revolving Loan Fund Waterline Replacement Project 1.3, PW No. DWRLF-1003**, 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.

Boh Bros. Construction Co., L.L.C.

(CONTRACTOR)

By:

Robert S. Boh

(SEAL & ATTEST)

Robert S. Boh  
President and CEO

Title:

Date:

July 18, 2016

Malinda Mangrove  
Marie Dubut

Address for giving notices:

730 South Tonti Street

New Orleans, LA 70119

License No. 2179

PARISH OF ST. BERNARD  
STATE OF LOUISIANA

(SEAL & ATTEST)

(OWNER)

By:

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

CAO

Faith Rogers

Dawn Zeun

LOUISIANA UNIFORM PUBLIC WORK BID FORM

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

BID FOR: St. Bernard Parish
Drinking Water Revolving Loan Fund
Waterline Replacement Project 1.3
Project No. DWRLF-1003
(Owner to provide name of project and other identifying information)

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Meyer Engineers, Ltd. and dated: April 29, 2016 (Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following ADDENDA: (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) 1

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 six hundred fifty three thousand eight hundred two Dollars (\$ 1,653,802.00) and NOCENTS.

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

Alternate No. 1 (Owner to provide description of alternate and state whether add or deduct) for the lump sum of: N/A Dollars (\$ )

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

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

NAME OF BIDDER: Boh Bros. Construction Co., L.L.C.
ADDRESS OF BIDDER: 730 South Tonti Street
New Orleans, LA 70119

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 2179
NAME OF AUTHORIZED SIGNATORY OF BIDDER: Robert S. Boh
TITLE OF AUTHORIZED SIGNATORY OF BIDDER: President and CEO

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*: Robert S. Boh
DATE: 06/14/16

\* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.
\*\* If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(B)5.

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

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

TO: ST. BERNARD PARISH GOVERNMENT  
DEPARTMENT OF PUBLIC WORKS  
1125 E. ST. BERNARD HIGHWAY  
CHALMETTE, LA 70043

BID FOR: ST. BERNARD PARISH  
DRINKING WATER REVOLVING LOAN FUND  
WATERLINE REPLACEMENT PROJECT 1.3  
A/E PROJECT NO. 20-1518

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	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
✓ BASE BID REMOVAL OF STRUCTURES AND OBSTRUCTIONS				
REF. NO. 202-01-00100	1	LS	\$20,000	\$20,000
✓ BASE BID REMOVAL OF ASPHALT PAVEMENT (VARIABLE THICKNESS) (INCLUDING FULL DEPTH SAW CUT)				
REF. NO. 202-02-00200	360	SY	8.00	2,880.00
✓ BASE BID REMOVAL OF CONCRETE WALKS AND DRIVES (VARIABLE THICKNESS)				
REF. NO. 202-02-06100	3,655	SY	8.00	29,240.00
✓ BASE BID REMOVAL OF PAVEMENT (VARIABLE THICKNESS) (INCLUDING CONCRETE CURB)				
REF. NO. 202-02-32500	930	SY	8.00	7,440.00
✓ BASE BID TEMPORARY EROSION CONTROL				
REF. NO. 204-01-10000	1	LS	24,000.00	24,000.00
✓ BASE BID TRAFFIC MAINTENANCE AGGREGATE (VEHICULAR MEASUREMENT)				
REF. NO. 402-01-00100	300	CY	90.00	27,000.00
✓ BASE BID ASPHALTIC CONCRETE (TYPE 3 WEARING COURSE) (2" THICK) (DRIVES)				
REF. NO. 501-01-00100(A)	80	SY	45.00	3,600.00
✓ BASE BID ASPHALTIC CONCRETE (TYPE 3 BINDER COURSE) (3" THICK) (DRIVES)				
REF. NO. 501-01-00100(B)	80	SY	55.00	4,400.00
✓ BASE BID ASPHALTIC CONCRETE PAVEMENT PATCHING				
REF. NO. 510-01-00260	160	SY	150.00	24,000.00
✓ BASE BID PORTLAND CEMENT CONCRETE PAVEMENT (8" THICK) (HIGH EARLY STRENGTH)				
REF. NO. 601-01-00100	725	SY	108.00	78,300.00
✓ BASE BID ASPHALTIC AND PORTLAND CEMENT CONCRETE PAVEMENT PATCHING (HIGH EARLY STRENGTH)				
REF. NO. 602-05-03080	180	SY	170.00	30,600.00
✓ BASE BID CONCRETE WALK (4" THICK) (HIGH EARLY STRENGTH)				
REF. NO. 706-01-00300	1,430	SY	62.00	88,660.00
✓ BASE BID CONCRETE DRIVE (6" THICK) (HIGH EARLY STRENGTH)				
REF. NO. 706-02-00200	1,675	SY	74.00	123,950.00

DESCRIPTION:	✓ BASE BID	CONCRETE DRIVE (8" THICK) (HIGH EARLY STRENGTH) (CONTINGENCY ITEM)		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
706-02-00300	50	SY	80.00	4,000.00
DESCRIPTION:	✓ BASE BID	CONCRETE HANDICAP RAMP (4" THICK) (HIGH EARLY STRENGTH)		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
706-04-00100	45	EA	1,500.00	67,500.00
DESCRIPTION:	✓ BASE BID	CONCRETE CURB (ALL TYPES) (HIGH EARLY STRENGTH) (CONTINGENCY ITEM)		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
707-01-00300	150	LF	35.00	5,250.00
DESCRIPTION:	✓ BASE BID	MAINTENANCE OF TRAFFIC, TEMP. SIGNS AND BARRICADES		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
NS-MNT-20032	1	LS	5,000.00	5,000.00
DESCRIPTION:	✓ BASE BID	SLAB SODDING (ST. AUGUSTINE)		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
714-01-00600	4,130	SY	8.00	33,040.00
DESCRIPTION:	✓ BASE BID	MOBILIZATION		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
727-01-00100	1	LS	40,000.00	40,000.00
DESCRIPTION:	✓ BASE BID	STREET LIGHT		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
730-05-10000	4	EA	500.00	2,000.00
DESCRIPTION:	✓ BASE BID	WATER MAIN (8") (PVC/C-900 PIPE)		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
W-108	4,780	LF	49.00	234,220.00
DESCRIPTION:	✓ BASE BID	WATER MAIN (12") (PVC/C-900 PIPE)		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
W-112	2,880	LF	84.00	241,920.00
DESCRIPTION:	✓ BASE BID	WATER MAIN (8") (DUCTILE IRON PIPE)		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
W-208	110	LF	80.00	8,800.00
DESCRIPTION:	✓ BASE BID	WATER MAIN (12") (DUCTILE IRON PIPE)		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
W-212	50	LF	100.00	5,000.00
DESCRIPTION:	✓ BASE BID	GATE VALVE AND VALVE BOX (8")		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
W-408	34	EA	1,600.00	54,400.00
DESCRIPTION:	✓ BASE BID	GATE VALVE AND VALVE BOX (12")		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
W-412	18	EA	2,600.00	46,800.00
DESCRIPTION:	✓ BASE BID	PIPE RESTRAINTS (6")		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
W-706	32	EA	76.00	2,432.00
DESCRIPTION:	✓ BASE BID	PIPE RESTRAINTS (8")		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
W-708	40	EA	100.00	4,000.00

DESCRIPTION	✓ BASE BID			
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
W-712	28	EA	200.00	5,600.00
DESCRIPTION	✓ BASE BID	TRANSITIONAL COUPLINGS (6")		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
W-806	19	EA	270.00	5,130.00
DESCRIPTION	✓ BASE BID	TRANSITIONAL COUPLINGS (8")		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
W-808	5	EA	300.00	1,500.00
DESCRIPTION	✓ BASE BID	TRANSITIONAL COUPLINGS (12")		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
W-812	3	EA	600.00	1,800.00
DESCRIPTION	✓ BASE BID	DUCTILE IRON FITTINGS		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
W-901	20,600	LB	4.00	82,400.00
DESCRIPTION	✓ BASE BID	FIRE HYDRANT ASSEMBLY		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
W-902	12	EA	4,000.00	48,000.00
DESCRIPTION	✓ BASE BID	WATER SERVICE CONNECTION (SHORT) (UP TO 2')		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
W-903-1	87	EA	600.00	52,200.00
DESCRIPTION	✓ BASE BID	WATER SERVICE CONNECTION (LONG) (UP TO 2') (W/CONDUIT)		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
W-903-2	81	EA	900.00	72,900.00
DESCRIPTION	✓ BASE BID	WATER METER & METER BOX (UP TO 2')		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
W-906	58	EA	200.00	11,600.00
DESCRIPTION	✓ BASE BID	ABANDONMENT OF WATERLINE (6")		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
W-908-1	680	LF	6.00	4,080.00
DESCRIPTION	✓ BASE BID	ABANDONMENT OF WATERLINE (8")		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
W-908-2	4,780	LF	7.00	33,460.00
DESCRIPTION	✓ BASE BID	ABANDONMENT OF WATERLINE (12")		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
W-908-3	2,080	LF	10.00	20,800.00
DESCRIPTION	✓ BASE BID	REMOVAL OF FIRE HYDRANT		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
W-910	12	EA	100.00	1,200.00
DESCRIPTION	✓ BASE BID	WATERLINE VERTICAL OFFSET (8") (OVER CONFLICT)		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
W-911A	7	EA	3,000.00	21,000.00
DESCRIPTION	✓ BASE BID	WATERLINE VERTICAL OFFSET (12") (OVER CONFLICT)		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
W-912A	7	EA	4,000.00	28,000.00

DESCRIPTION:	✓ BASE BID	WATERLINE VERTICAL OFFSET (12") (UNDER CONFLICT)		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
W-912B	2	EA	5,000.00	10,000.00
DESCRIPTION:	✓ BASE BID	TAPPING SLEEVE AND VALVE (12")		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
W-913	1	EA	3,500.00	3,500.00
DESCRIPTION:	✓ BASE BID	CONSTRUCTION LAYOUT		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
SP-001-01	1	LS	13,000.00	13,000.00
DESCRIPTION:	✓ BASE BID	EXPLORATORY EXCAVATION		
REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
SP-002-01	24	EA	800.00	19,200.00

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

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

Bond No. 913 47 92

## Performance Bond

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

CONTRACTOR (Name and Address):  
Boh Bros. Construction Co., L.L.C.

730 South Tonti Street  
New Orleans, Louisiana 70119

OWNER (Name and Address):

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

SURETY: Fidelity & Deposit Company of Maryland  
600 Red Brook Blvd., Owings Mills, MD 21117

CONSTRUCTION CONTRACT

Date: 07/18/16

Amount: \$ 1,653,802.00      One Million, Six Hundred Fifty-three Thousand, Eight Hundred Two & 00/100      DOLLARS

Description (Name and Location): Drinking Water Revolving Loan Fund  
Waterline Replacement Project 1.3  
PW No. DWRLF-1003

BOND

Date (Not earlier than Construction Contract Date): 07/18/16

Amount: \$ 1,653,802.00      One Million, Six Hundred Fifty-three Thousand, Eight Hundred Two & 00/100      DOLLARS

Modifications to this Bond:

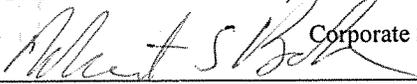
None       See Page 3

CONTRACTOR AS PRINCIPAL

Company: Boh Bros. Construction Co., L.L.C.

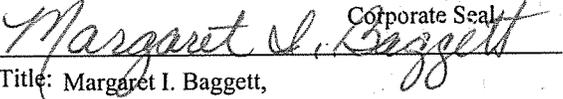
SURETY

Company: Fidelity & Deposit Company of Maryland

Signature:  Corporate Seal

Name and Title: Robert S. Boh,

President and CEO

Signature:  Corporate Seal

Name and Title: Margaret I. Baggett,

Attorney-in-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

Willis of Alabama  
RSA Battle House Tower, 11 N. Water Street  
19th Floor, Suite 19290, Mobile, AL 36602  
Attn: Marsa McNiel  
251/433-0441

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Meyer Engineers, Ltd.  
4937 Hearst Street, Suite 1B  
Metairie, LA 70002

Printed in cooperation with the American Institute of Architects (AIA) by Fidelity & Deposit Company of Maryland

Fidelity & Deposit Company of Maryland  
language used in AIA Document A-312, December 1984 Edition.

vouches that the language in the document conforms exactly to the

1

1 The Contractor and the 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 to participate in conferences as provided in Sub-paragraph 3.1.

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

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. 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; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Sub-paragraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

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

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

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

4.3 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 the 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 Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 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, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen 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 Subparagraph 4.4, and the Owner refuses the payment tendered 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.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, 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. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 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 Paragraph 4; and

6.3 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.

7 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 or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related sub-contractors, purchase orders and other obligations.

9 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 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

shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 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

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

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.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

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

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY:

Company:

(Corporate Seal)

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

Name and Title:

Address:

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

Name and Title:

Address:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Warren PERKINS, Margaret I. BAGGETT and Anne Gwin DUVAL, all of New Orleans, Louisiana, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 12th day of June, A.D. 2014.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gerald F. Haley*

By: \_\_\_\_\_

*Assistant Secretary  
Gerald F. Haley*

*Thomas O. McClellan*

*Vice President  
Thomas O. McClellan*

State of Maryland  
City of Baltimore

On this 12th day of June, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and GERALD F. HALEY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Maria D. Adamski*

\_\_\_\_\_  
Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2015



## Payment Bond

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

CONTRACTOR (Name and Address):  
Boh Bros. Construction Co., L.L.C.  
730 South Tonti Street  
New Orleans, Louisiana 70119

SURETY:  
Fidelity & Deposit Company of Maryland  
600 Red Brook Blvd., Owings Mills, MD 21117

OWNER (Name and Address):  
St. Bernard Parish Government  
Department of Public Works  
1125 E. St. Bernard Hwy., Chalmette, LA 70043

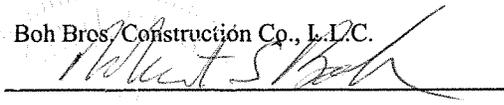
CONSTRUCTION CONTRACT

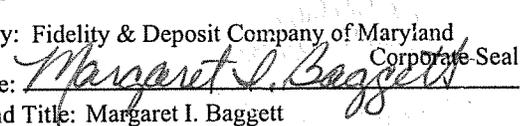
Date: 07/18/16  
Amount: \$ 1,653,802.00      One Million, Six Hundred Fifty-three Thousand, Eight Hundred Two and 00/100      DOLLARS  
Description (Name and Location): Drinking Water Revolving Loan Fund  
Waterline Replacement Project 1.3  
Project No. DWRLF-1003

BOND

Date (Not earlier than Construction Contract Date): 07/18/16  
Amount: \$ 1,653,802.00      One Million, Six Hundred Fifty-three Thousand, Eight Hundred Two and 00/100      DOLLARS  
Modifications to this Bond:       None       See Page 3

CONTRACTOR AS PRINCIPAL

Company: Boh Bros. Construction Co., L.L.C.  
Signature:       Corporate Seal  
Name and Title: Robert S. Boh,  
President and CEO

SURETY  
Company: Fidelity & Deposit Company of Maryland  
Signature:       Corporate Seal  
Name and Title: Margaret I. Baggett  
Attorney-in-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:  
Willis of Alabama  
RSA Battle House Tower, 11 N. Waters Street  
19th Floor, Suite 19290, Mobile, AL 36602  
Attn: Marsa McNiel  
251/433-0441

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):  
Meyer Engineers, Ltd.  
4937 Hearst Street, Suite 1B  
Metairie, LA 70002

1 The Contractor and the 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.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 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 the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 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 payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

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

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, 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.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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

15 DEFINITIONS

15.1 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 Contract. 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.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

Paragraph 4 is amended to insert sub-paragraph 4.3, which states:

4.3 Claimants have furnished to Surety proof of claim duly sworn to by Claimants with adequate supporting documentation proving the amount claimed is due and payable.

Paragraph 5 shall be amended to delete the word "or" and insert the word "and" in its place.

Paragraph 6 and its sub-paragraphs 6.1 and 6.2 shall be deleted in their entirety and replaced with the following:  
When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall, within 90 days of the date when claimant finally completed its satisfactions of the conditions of Paragraph 4 notify the Claimant of the amounts that are undisputed and the basis for challenging any amounts that are disputed, including, but not limited to, the lack of substantiating documentation to support the claim as to entitlement or amount, and the Surety shall pay or make arrangements for payment of any undisputed amount; provided, however, that the failure of the Surety to timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or any part of a claim shall not be deemed to be an admission of liability by the Surety as to such claim or otherwise constitute a waiver of the Contractor's or Surety's defenses to, or right to dispute, such claim. Rather, the Claimant's sole remedy shall be the immediate right, without further notice, to bring suit against the Surety to enforce any remedy available to it under this Bond.

Paragraph 12 shall be amended to add the following paragraph:  
CLAIM NOTICE for the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND INSURANCE COMPANY and/or AMERICAN GUARANTEE AND LIABILITY INSURANCE COMPANY must be sent to the following address: Contract Surety Bond Claims, c/o ZURICH, 1400 American Lane, Schaumburg, IL 60196.

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

CONTRACTOR AS PRINCIPAL (Corporate Seal)  
Company:

SURETY: (Corporate Seal)  
Company:

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

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

Name and Title:

Name and Title:

Address:

Address:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Warren PERKINS, Margaret I. BAGGETT and Anne Gwin DUVAL, all of New Orleans, Louisiana, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 12th day of June, A.D. 2014.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gerald F. Haley*

By: \_\_\_\_\_

*Assistant Secretary  
Gerald F. Haley*

*Thomas O. McClellan*

*Vice President  
Thomas O. McClellan*

**State of Maryland  
City of Baltimore**

On this 12th day of June, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and GERALD F. HALEY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Maria D. Adamski*

*Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2015*







**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>Willis of Florida, Inc.</b>		NAMED INSURED <b>Boh Bros. Construction Co., L.L.C.</b>	
POLICY NUMBER <b>SEE PAGE 1</b>		Attn: Anne-Gwin Duval P. O. Drawer 53266 New Orleans, LA 70153	
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Description of Operations/Locations/Vehicles:**

Workers' Compensation policies include the following extensions of coverage:  
Longshoremen's and Harbor Workers' Act and/or Outer Continental Shelf Act and/or Jones Act and/or Death on the High Seas Act and/or Maritime Employers Liability, including Transportation, Wages, Maintenance & Cure.

Blanket Alternate Employer Endorsement included under Worker's Compensation policy.

St. Bernard Parish Government, its officers, agents, employees and volunteers, Southeast Louisiana Flood Protection Authority-East and Lake Borgne Basin Levee District, Meyer Engineers, Ltd. are included as Additional Insureds as respects to General Liability, Auto Liability and Professional Liability, if required by written contract.

General Liability, Auto Liability, Pollution Liability and Professional Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds if required by written contract.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability, Auto Liability and Workers Compensation if required by written contract and as permitted by law.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2015 forms a part of

Policy No. GL 5388422 issued to BOH BROS. CONSTRUCTION CO., .L.L.C.

By THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL  
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the First Named Insured is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the Insurer received this information after the First Named Insured receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within .. 30 days after the First Named Insured provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the First Named Insured provides such information to the Insurer.

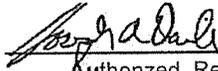
Proof of the Insurer emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. First Named Insured means the Named Insured shown on the Declarations Page of this policy.
2. Insurer means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

  
Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2015 forms a part of

Policy No. CA 5777191 issued to BOH BROS. CONSTRUCTION CO., L.L.C.

By THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL  
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the First Named Insured is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s) ") and has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the Insurer received this information after the First Named Insured receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the First Named Insured provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the First Named Insured provides such information to the Insurer.

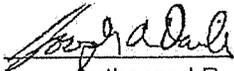
Proof of the Insurer emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. First Named Insured means the Named Insured shown on the Declarations Page of this policy.
2. Insurer means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

  
Authorized Representative

ENDORSEMENT No. 10

This endorsement, effective 12:01 AM: October 1, 2015

Forms a part of policy no: 13200594

Issued to: BOH BROS CONSTRUCTION CO, LLC

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ADVICE OF CANCELLATION TO ENTITIES OTHER THAN THE NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non payment of premium, and

1. The cancellation effective date is prior to this policy's expiration date;
2. The **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)"); and has provided to the **Insurer**, either directly or through its broker of record, either:

(a) the name of the entity shown on the certificate, a contact name at such entity and the mailing address of such entity; or

(b) the email address of the contact at such entity,

and the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") to such Certificate Holders.

Proof of the **Insurer** emailing or mailing of the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations Page of this policy.

All other terms, conditions and exclusions shall remain the same.



\_\_\_\_\_  
Christopher G. Kopser  
AUTHORIZED REPRESENTATIVE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/01/2015 forms a part of Policy No. WC 028-32-8185

Issued to BOH BROS. CONSTRUCTION CO., L.L.C.

By NEW HAMPSHIRE INSURANCE COMPANY

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL  
TO ENTITIES OTHER THAN THE NAMED INSURED  
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 120 days after the **Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE





**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>Willis of Florida, Inc.</b>		NAMED INSURED <b>Boh Bros. Construction Co., L.L.C.</b>	
POLICY NUMBER <b>SEE PAGE 1</b>		Attn: Anne-Gwin Duval P. O. Drawer 53266 New Orleans, LA 70153	
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Description of Operations/Locations/Vehicles:**  
Workers' Compensation policies include the following extensions of coverage:  
Longshoremen's and Harbor Workers' Act and/or Outer Continental Shelf Act and/or Jones Act and/or Death on the High Seas Act and/or Maritime Employers Liability, including Transportation, Wages, Maintenance & Cure.

Blanket Alternate Employer Endorsement included under Worker's Compensation policy.

Southeast Louisiana Flood Protection Authority-East, Lake Borgne Basin Levee District, and St. Bernard Parish Government are included as Additional Insureds as respects to General Liability and Auto Liability if required by written contract.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability, Auto Liability and Workers Compensation if required by written contract and as permitted by law.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01 /2015 forms a part of

Policy No. GL 5388422 issued to BOH BROS. CONSTRUCTION CO., .L.L.C.

By THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL  
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the First Named Insured is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the Insurer received this information after the First Named Insured receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within .. 30 days after the First Named Insured provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the First Named Insured provides such information to the Insurer.

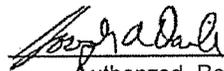
Proof of the Insurer emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. First Named Insured means the Named Insured shown on the Declarations Page of this policy.
2. Insurer means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

  
Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2015 forms a part of

Policy No. CA 5777191 issued to BOH BROS. CONSTRUCTION CO., L.L.C.

By THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL  
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
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3. the Insurer received this information after the First Named Insured receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the First Named Insured provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the First Named Insured provides such information to the Insurer.

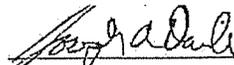
Proof of the Insurer emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

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Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/01/2015 forms a part of Policy No. WC 028328185

Issued to BOH BROS. CONSTRUCTION CO., L.L.C.

By NEW HAMPSHIRE INSURANCE COMPANY

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL  
TO ENTITIES OTHER THAN THE NAMED INSURED  
(WORKERS' COMPENSATION ONLY)

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the Named Insured or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the Named Insured has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the Insurer received this information after the Named Insured receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 120 days after the Named Insured provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the Named Insured provides such information to the Insurer.

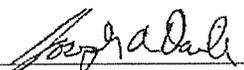
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The following definitions apply to this endorsement:

1. Named Insured means the insured first named employer in Item 1 of the Information Page of this policy.
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All other terms, conditions and exclusions shall remain the same.

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/18/2016

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> Willis of Florida, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No, Ext):</b> (877) 945-7378 <b>FAX (A/C, No):</b> (888) 467-2378 <b>E-MAIL ADDRESS:</b> Certificates@WillisTowersWatson.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Insurance Company of the State of Pennsylvania</td> <td>19429</td> </tr> <tr> <td>INSURER B : New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER C : Illinois Union Insurance Company</td> <td>27960</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Insurance Company of the State of Pennsylvania	19429	INSURER B : New Hampshire Insurance Company	23841	INSURER C : Illinois Union Insurance Company	27960	INSURER D :		INSURER E :		INSURER F :
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<b>INSURED</b>  Boh Bros. Construction Co., L.L.C. Attn: Anne-Gwin Duval P. O. Drawer 53266 New Orleans, LA 70153															

**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"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	GL 5388422	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <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	CA 5777191	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 028328185	10/01/2015	10/01/2016	<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
C	Prof & Poll Liab			CEO G27063809 002	10/01/2014	10/01/2016	Occ. \$1,000,000/Agg. 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Re: St. Bernard Parish - Drinking Water Revolving Loan Fund Waterline Replacement Project 1.3;

Premises Medical Payments is provided only if required by written contract.  
Contractual Liability is included within the General Liability.  
General Liability includes Explosion, Collapse, Underground Hazards (X,C,U).

SEE ATTACHED ACORD 101

<b>CERTIFICATE HOLDER</b>  Lake Borgne Basin Levee District Post Office Box 216 Violet, LA 70092	<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 



**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>Willis of Florida, Inc.</b>		NAMED INSURED <b>Boh Bros. Construction Co., L.L.C.</b> Attn: Anne-Gwin Duval P. O. Drawer 53266 New Orleans, LA 70153	
POLICY NUMBER <b>SEE PAGE 1</b>		NAIC CODE <b>SEE P 1</b>	
CARRIER <b>SEE PAGE 1</b>		EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Description of Operations/Locations/Vehicles:**  
 Workers' Compensation policies include the following extensions of coverage:  
 Longshoremen's and Harbor Workers' Act and/or Outer Continental Shelf Act and/or Jones Act and/or Death on the High Seas Act and/or Maritime Employers Liability, including Transportation, Wages, Maintenance & Cure.

Blanket Alternate Employer Endorsement included under Worker's Compensation policy.

Lake Borgne Basin Levee District, St. Bernard Parish Government and Southeast Louisiana Flood Protection Authority-East are included as Additional Insureds as respects to General Liability and Auto Liability if required by written contract.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability, Auto Liability and Workers Compensation if required by written contract and as permitted by law.

ENDORSEMENT

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Policy No. GL 5388422 issued to BOH BROS. CONSTRUCTION CO., .L.L.C.

By THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL  
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

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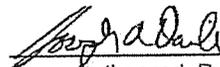
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Authorized Representative

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This endorsement, effective 12:01 A.M. 10/01/2015 forms a part of

Policy No. CA 5777191 issued to BOH BROS. CONSTRUCTION CO., L.L.C.

By THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL  
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the First Named Insured is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the Insurer received this information after the First Named Insured receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the First Named Insured provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the First Named Insured provides such information to the Insurer.

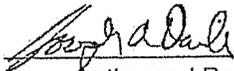
Proof of the Insurer emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. First Named Insured means the Named Insured shown on the Declarations Page of this policy.
2. Insurer means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

  
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 10/01/2015 forms a part of Policy No. WC 028328185

Issued to BOH BROS. CONSTRUCT ION CO. , L.L.C.

By NEW HAMPSHIRE INSURANCE COMPANY

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL  
TO ENTITIES OTHER THAN THE NAMED INSURED  
(WORKERS' COMPENSATION ONLY)

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the Named Insured or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the Named Insured has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the Insurer received this information after the Named Insured receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer,

the Insurer will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 120 days after the Named Insured provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the Named Insured provides such information to the Insurer.

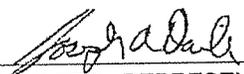
Proof of the Insurer emailing the Advice, using the information provided by the First Named Insured, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. Named Insured means the insured first named employer in Item 1 of the Information Page of this policy.
2. Insurer means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.

  
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AUTHORIZED REPRESENTATIVE



Lake Borgne Basin Levee District  
P.O. Box 216  
6186 E. St. Bernard Highway  
Violet, Louisiana 70092  
(504) 682-5941 phone  
(504) 682-5942 fax  
[admin@lbbld.com](mailto:admin@lbbld.com)

Nicholas P. Cali  
Executive Director  
[director@lbbld.com](mailto:director@lbbld.com)

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

**CONTRACTOR'S INSURANCE REQUIREMENTS**

**A. GENERAL PROVISIONS**

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

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

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

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

(c) In rein endorsement.

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

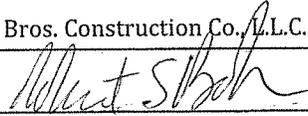
C. INDEMNITY & HOLD HARMLESS

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

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

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

Lake Borgne Basin Levee District P.O. Box 216 Violet, LA 70092	&	Southeast Louisiana Flood Protection Authority-East N.O. Lakefront Airport Terminal Building 6001 Stars & Stripes Blvd., Suite 225 New Orleans, Louisiana 70126
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Contractor:	Boh Bros. Construction Co., L.L.C.
By:	
Printed Name:	Robert S. Boh
Title:	President and CEO

SWORN TO AND SUBSCRIBED,

before me, Notary Public,

this 18th day of

July, 2016.

  
 \_\_\_\_\_  
 NOTARY PUBLIC

Anne Gwin Duval

PRINTED NAME

35523

BAR ROLL/NOTARY NUMBER

Updated 02/17/16 PJS

