ST JOHN THE BAPTIST PARI
ELIANA DEFRANCESCH Clerk of Cour
I certify that this is a true copy of the
original filing that was recorded on:
11/12/2020 11:52AM
376066- MO
Deputy Clerk

CONTRACT

THIS AGREEMENT, made this 12th day of October, 2020, by and between

St. John the Baptist Parish herein called "Owner," and Vantage Contractors, L.L.C.

Parish of East Baton Rouge, and State of Louisiana Hereinafter Called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

CONTRACT "A"
CLEARING & SNAGGING

Hereinafter called the project, for the sum of * dollars ($ *) and all Construction in connection therewith, under the terms as stated in the General and Special Conditions of the contract; and at his (hers or their) own proper cost and expense to furnish all labor, Supervisory Personnel, materials, supplies, machinery, equipment, tools, other accessories and all appurtenances necessary to complete the said project in accordance with the General Conditions, Special Conditions, Plans and all other required drawings for further explanation of matter thereof, all Contract Documents including Construction Specifications, Bid Proposal, and Addenda, as prepared by C. J. Savoie Consulting Engineers, Inc., herein entitled the Engineer, and as enumerated in General and Special Conditions, and Bond and Insurance Documents, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner to fully complete the project within the Contract time. The Contract shall end on December 31, 2021. The Contractor further agrees to pay, as liquidated damages, the sum of $300.00 for each consecutive calendar day of delay until the work is satisfactorily completed.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in Specifications, General and Special Conditions.

*Payments for Quantities in accordance with Unit Prices attached BP-1 through BP-4 as submitted by the Contractor.

IN WITNESS WHEREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal)
ATTEST:

St. John the Baptist Parish
(Owner)

By: _____
Signature

Jackie Landeche
Typed Name

Council Secretary
Title

Deanna Schexnayder
Witness

By: _____,
Jaclyn Hotard, President

Jaclyn Hotard
Typed Name

President
Title

(Seal)

Vantage Contractors, L.L.C.
(Contractor)

By _____
Brad Roberts

President
(Title)

18212 E. Petroleum Drive

Baton Rouge, Louisiana 70809
Address and Zip Code

_____
(Secretary)

_____
(Witness)

NOTE: Secretary of the Owner should attest. If Contractor is a corporation, secretary should attest.

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, Brad Roberts, the duly authorized and acting legal representative of Vantage Contractors, L.L.C.

do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements have been duly executed by the proper parties thereto acting through their duly authorized representatives, that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

SIGNATURE

Brad Roberts
TYPE OR PRINT NAME

October 12, 2020
DATE

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: St. John the Baptist Parish
1811 W. Airline Highway
LaPlace, Louisiana 70068
(Owner to provide name and address of owner)

BID FOR: St. John the Baptist Parish
2020 Parishwide Canals
Bid "A" Clearing & Snagging
(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:

C.J. Savoie Consulting Engineers, Inc. and dated: July 2020
(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, 2.

TOTAL BASE BID "A": For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" * but not alternates) the sum of:

Three Hundred Fifty-Four Thousand Six Hundred Forty Dollars ($ 354,640.00)

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

Alternate No. 1: *(Owner to provide description of alternate and state whether add or deduct)* for the lump sum of:

N/A Dollars ($ N/A)

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

N/A Dollars ($ N/A)

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

N/A Dollars ($ N/A)

NAME OF BIDDER: Vantage Contractors, L.L.C.

ADDRESS OF BIDDER: 18212 E. Petroleum Dr.
Baton Rouge, LA 70809

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 69168

NAME OF AUTHORIZED SIGNATORY OF BIDDER: Brad Roberts

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: President

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER:**

DATE:

THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:

* 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.

**** A CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by 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 R.S. 38:2218(A) attached to and made a part of this bid.

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE FORM

TO: St. John the Baptist Parish
1811 W. Airline Highway
LaPlace, Louisiana 70068

(Owner to provide name and address of owner)

BID FOR: St. John the Baptist Parish
2020 Parishwide Canals
Bid "A"
Clearing & Snagging
(Owner to provide name of project and other identifying information)

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

DESCRIPTION:	✓Base Bid or ☐ Alt.# ___ **MOBILIZATION, DEMOBILIZATION, BONDING & INSURANCE**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
IA.	1	SITE	$ 60,965.00 /SITE	$ 60,965.00

DESCRIPTION:	✓Base Bid or ☐ Alt.# ___ **LARGE TRACK BACKHOE EXCAVATOR**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
IIA.	10	ACRES	$ 7,215.00 /AC.	$ 72,150.00

DESCRIPTION:	✓Base Bid or ☐ Alt.# ___ **MARSH BUGGY EXCAVATOR**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
IIIA.	5	ACRES	$ 7,329.60 /AC.	$ 36,648.00

DESCRIPTION:	✓Base Bid or ☐ Alt.# ___ **DOZER (CAT. D-5 OR EQUIV.)**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
IVA.	50	HOURS	$ 252.88 /HR.	$ 12,644.00

DESCRIPTION:	✓Base Bid or ☐ Alt.# ___ **RUBBER TIRE BACKHOE (MIDSIZE)**			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
VA.	50	HOURS	$ 230.72 /HR.	$ 11,536.00

DESCRIPTION:	✓Base Bid or ☐ Alt.# ___ SMALL SKID STEER BACKHOE (BOBCAT)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
VIA.	100	HOURS	$ 230.20 /HR	$ 23,020.00

DESCRIPTION:	✓Base Bid or ☐ Alt.# ___ RUBBER TIRE FRONT-END LOADING GRAPPLE			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
VIIA.	100	HOURS	$ 226.64 /HR.	$ 22,664.00

DESCRIPTION:	✓Base Bid or ☐ Alt.# ___ 12' X 20' FLOATING BARGE-DEBRIS LOAD/EQUIPMENT MOUNT			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
VIIIA.	30	DAYS	$ 217.50 /DAY	$ 6,525.00

DESCRIPTION:	✓Base Bid or ☐ Alt.# ___ 15' X 30' FLOATING BARGE-DEBRIS LOAD/EQUIPMENT MOUNT			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
IXA.	30	DAYS	$ 217.50 /DAY	$ 6,525.00

DESCRIPTION:	✓Base Bid or ☐ Alt.# ___ UTILITY TRUCK/TOOL TRANSPORT			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
XA.	10	DAYS	$ 826.50 /DAY	$ 8,265.00

DESCRIPTION:	✓Base Bid or ☐ Alt.# ___ TOOLS/CHAINSAWS, AXES, SHOVELS, ETC.			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
XIA.	30	DAYS	$ 275.50 /DAY	$ 8,265.00

DESCRIPTION:	✓Base Bid or ☐ Alt.# ___ BANK AND SITE EROSION CONTROL/SILT FENCE			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
XIIA.	5,000	LF	$ 5.44 /LF	$ 27,187.00

DESCRIPTION:	✓Base Bid or ☐ Alt.# ___ SURVEYING-BASELINE FLAGGING (8000 LF MIN.)			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
XIIIA.	1	SITE	$ 41,325.00 /SITE	$ 41,325.00

DESCRIPTION:	✓Base Bid or ☐ Alt.# ___ PROGRESS REPORTING & DOCUMENTATION			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
XIVA.	1	SITE	$ 9,671.00 /SITE	$ 9,671.00

DESCRIPTION:	✓Base Bid or ☐ Alt.# ___ SIGNS AND BARRICADES			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION *(Quantity times Unit Price)*
XVA.	1	SITE	$ 7,250.00 /SITE	$ 7,250.00

Wording for "DESCRIPTION" is to be provided by the Owner.
All quantities are estimated. The contractor will be paid based upon actual quantities as verified by the Owner.

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Vantage Contractors, LLC
18212 E. Petroleum Drive
Baton Rouge, LA 70809

SURETY:
(Name, legal status and principal place of business)
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:
(Name, legal status and address)
St. John The Baptist Parish
1811 West Airline Hwy.
LaPlace, LA 70068

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

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

BOND AMOUNT: Five Percent (5%) of the Amount Bid----------

PROJECT:
(Name, location or address, and Project number, if any)
2020 Parishwide Canal Drainage Improvements – Bid/Contract "A" Clearing & Snagging

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

Init.
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If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 28th day of August , 2020

	Vantage Contractors, LLC
	(Contractor as Principal) *(Seal)*
(Witness)	President
	(Title)
	Liberty Mutual Insurance Company
	(Surety) *(Seal)*
(Witness)	*(Title)* Mary E. Rhodes, Attorney-In-Fact

Init. /

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Liberty Mutual. SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: 8203020 - 969123

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint,

Kadie C. Crawford, Rhonda S. Crooks, Markham R. McKnight, Stephanie S. McKnight, William G. McKnight, Charles E. Reagin III, Mary E. Rhodes, Trent J. Sandahl, Thomas M. Sandahl, Steven P. Thibodeaux, Tawanda A. Weatherspoon, Charlotte L. Wright

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of January, 2020.

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

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

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 24th day of January, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of August, 2020

By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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

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

ADDENDUM NO. 1
2020 Parishwide Canal Drainage Improvements
Contract "A" Clearing & Snagging Contract "B" Dredging/Excavation
Page 5

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDUM #1 via fax or return mail prior to bid. Fax # (985) 369-7735

Vantage Contractors, LLC
Company

18212 E Petroleum Dr
Mailing Address

Baton Rouge, LA 70809

Contractor's Signature

ADDENDUM NO. 2
2020 PARISHWIDE CANAL DRAINAGE IMPROVEMENTS
CONTRACT "A" CLEARING & SNAGGING CONTRACT "B" DREDGING/EXCAVATION
PAGE 4

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDUM #2 via fax or return mail prior to bid. Fax # (985) 369-7735

Vantage Contractors, LLC
Company

18212 E. Petroleum Dr.
Mailing Address

Baton Rouge, LA 70809

Contractor's Signature

(NOT REQUIRED TO BE SUBMITTED WITH BID)
SUBMIT BY THE LOW BIDDER WITHIN 10 DAYS AFTER BID OPENING

ATTESTATIONS AFFIDAVIT

ST. JOHN THE BAPTIST PARISH 2020 PARISHWIDE CANALS CONTRACTS "A" & "B"
NAME OF PROJECT

Before me, the undersigned notary public, duly commissioned and qualitied in and for the parish and state aforesaid, personally came and appeared Affiant, who after being duly sworn, attested as follows:

LA R.S. 38:2227 PAST CRIMINAL CONVICTIONS OF BIDDERS

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

(a) Public bribery (R.S. 14:118)
(b) Corrupt influencing (R.S. 14:120)
(c) Extortion (R.S. 14:66)
(d) Money laundering (R.S. 14:230)

B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

(a) Theft (R.S. 14:67)
(b) Identity Theft (R.S. 14:67.16)
(c) Theft of a business record (R.S.14:67.20)
(d) False accounting (R.S. 14:70)
(e) Issuing worthless checks (R.S. 14:71)
(f) Bank fraud (R.S. 14:71.1)
(g) Forgery (R.S. 14:72)
(h) Contractors; misapplication of payments (R.S. 14:202)
(i) Malfeasance in office (R.S. 14:134)

LA R.S. 38:2212.10 VERIFICATION OF EMPLOYEES

A. Appearer is registered and participates in a status verification system to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens.

B. If awarded the contract, Appearer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.

C. If awarded the contract, Appearer shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

(NOT REQUIRED TO BE SUBMITTED WITH BID)
SUBMIT BY THE LOW BIDDER WITHIN 10 DAYS AFTER BID OPENING

LA R.S. 23:1726(B) CERTIFICATION REGARDING UNPAID WORKERS COMPENSATION INSURANCE

A. R.S. 23:1726 prohibits any entity against whom an assessment under Part X of Chapter 11 of Title 23 of the Louisiana Revised Statutes of 1950 (Alternative Collection Procedures & Assessments) is in effect, and whose right to appeal that assessment is exhausted, from submitting a bid or proposal for or obtaining any contract pursuant to Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 and Chapters 16 and 17 of Title 39 of the Louisiana Revised Statutes of 1950.

B. By signing this bid /proposal, Affiant certifies that no such assessment is in effect against the bidding/proposing entity.

Vantage Contractors, LLC. — NAME OF BIDDER

Brad Roberts — NAME OF AUTHORIZED SIGNATORY OF BIDDER

8/31/20 — DATE

President — TITLE OF AUTHORIZED SIGNATORY OF BIDDER

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER

WITNESSES:

Yen Hoang

Tiffany Hardy

Sworn to and subscribed before me this 31st day of August, 2020.

Notary Public

MARK C. MACMURDO
Notary Public
State of Louisiana
East Baton Rouge Parish
Notary ID # 148246
My Commission is for Life

SAINT JOHN THE BAPTIST PARISH
NON-SOLICITATION AND UNEMPLOYMENT AFFIDAVIT

(Pursuant to La. R.S. 38:2224 and La. R.S. 23:1726(B))

STATE OF Louisiana

PARISH/COUNTY OF East Baton Rouge

Before me, the undersigned authority, came and appeared,

I, Brad Roberts, the owner/authorized representative of

Vantage Contractors
Company/Individual/LegalEntity Name

who, being first duly sworn, deposed and state that I personally and as an authorized representative of the above identified legal person executes this continuing affidavit stating that neither the above named Contractor nor a person acting on its behalf, either directly or indirectly, employed, paid, nor promised any gift, consideration or commission to any person or legal entity to procure or assist in procuring this public contract, other than persons regularly employed by Contractor whose services were in the regular course of their duties for Contractor in connection with the construction, alteration or demolition of a public building or project.

The above named Contractor, if awarded, continually affirms that no part of the contract price received by Contractor was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services were in the regular course of their duties for Contractor.

The above named Contractor hereby attests and certifies that it does not have any unpaid assessment or penalty levied against it regarding unemployment compensation and currently does and will continue to properly classify each employee. Contractor verifies that Contractor will collect an affidavit in this form from any approved subcontractor and forward a copy to: Saint John the Baptist Parish, 1811 West Airline Hwy, LaPlace, Louisiana 70068, no later than five business days after contracting with its subcontractor; however, in no instance shall the affidavit be received after commencement of work by the subcontractor.

BRD
Signature of Authorized Signatory

Brad Roberts
Printed Name of Signatory

President
Title of Authorized Signatory

2020 Parishwide Canal Drainage Improvements
Project Name/Number

SUBSCRIBED AND SWORN BEFORE ME ON THIS
31st DAY OF August 2020.

Notary Signature

Printed Notary Name:

MARK C. MACMURDO
Notary Public
State of Louisiana
East Baton Rouge Parish
Notary ID # 148246
My Commission is for Life

Notary/Bar Roll Number:

My Commission is for/expires on:

AFFIDAVIT OF ACCEPTANCE OF APPOINTMENT
BY DESIGNATED REGISTERED AGENT
ACT 769 of 1987

TO: THE STATE CORPORATION DEPARTMENT
STATE OF LOUISIANA

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

On this 9th day of May, 2012, before me, a Notary Public, in and for the Parish and State aforesaid, personally came and appeared:

BRADLEY D. ROBERTS, who is known to me to be the person, and who being duly sworn, acknowledged to me that he does hereby accept appointment as the Registered Agent of VANTAGE CONTRACTORS, L.L.C. which is a limited liability company authorized to transact business in the State of Louisiana, pursuant to the provisions of La. Rev. Stat. 12:1301, et seq.

Bradley D. Roberts

BRADLEY D. ROBERTS

SWORN TO AND SUBSCRIBED
BEFORE ME, THIS 9th
DAY OF May, 2012

Notary Public

RICHARD BROWN 42677
My commission is for life

600 North Street, Baton Rouge, 70802 (225) 765-2301 Text-To-Verify: 1 (855) 999-7896

Louisiana State Licensing Board for Contractors

Contractor Information

Business Name	Vantage Contractors LLC
Mailing Address	P. O. Box 82412 BATON ROUGE, LA 70884
Phone Number	(225) 319-5615
Email Address	brad@land-hawk.com
Website	http://

Active Licenses

License Number	69168
Type	Commercial License
Status	LICENSED
Effective	10/17/2019
Expiration	10/17/2020
First Issued	10/17/2019

Classifications

Class	Qualifying Party	Parishes
BUILDING CONSTRUCTION	Bradley David Roberts	ALL
BUSINESS AND LAW	Bradley David Roberts	ALL
HEAVY CONSTRUCTION	Jacob Charles Philipp	ALL
HIGHWAY, STREET AND BRIDGE CONSTRUCTION	Jacob Charles Philipp	ALL

Certification Regarding

Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or Voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local Terminated for cause of default.

(2) Where the Prospective primary participant is unable to certify to any of the statements in this Certification, such prospective primary participant shall attach an explanation to this proposal

Business Name: Vantage Contractors, L.L.C.

Date 9/8/20 By Brad Roberts, President

Name and Title of Authorized Representative

Signature of Authorized Representative

Federal Recycling Program Printed on Recycled Paper

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal ," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to check the Non-Procurement List
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

This form was electronically produced by Elite Federal Forms, Inc.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/8/2020

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER
BXS Insurance
4041 Essen Lane, Suite 400
Baton Rouge LA 70809

License#: PC-1092395

CONTACT NAME: William McKnight
PHONE (A/C, No, Ext): 225-336-3200 FAX (A/C, No): 225-336-4536
E-MAIL ADDRESS: ella.butler@bxsi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Colony Insurance Company	39993
INSURER B : Louisiana Work Comp Corporation	22350
INSURER C : Travelers Property Casualty Co of America	25674
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Vantage Contractors, LLC
P O Box 82412
Baton Rouge LA 70884

VANTCON-02

COVERAGES **CERTIFICATE NUMBER:** 2081612552 **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	X COMMERCIAL GENERAL LIABILITY			103GL003266300	12/11/2019	12/11/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			103GL003266300	12/11/2019	12/11/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			XS4247343	12/11/2019	12/11/2020	EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			172396	12/13/2019	12/13/2020	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Equipment			5P147788	11/6/2019	11/6/2020	Rented/Leased Deductible	250,000 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Subject to policy terms, conditions, limits and exclusions; If required by written contract, certificate holder shall be considered a blanket Additional Insured, Primary & Non-Contributory on the General Liability, Auto Liability, Excess Liability and granted blanket Waiver of Subrogation on the General Liability, Auto Liability, Excess Liability and Workers Compensation policies but only with respect to the insured's liability arising out of their work.
RE: Parishwide Canal Drainage Improvements Certificate holder includes St. John the Baptist Parish Council

CERTIFICATE HOLDER

St. John the Baptist Parish Government
1811 W Airline Highway
LaPlace LA 70068

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
William McKnight

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Bond # 022227526

PERFORMANCE-PAYMENT BOND

KNOWN ALL MEN BY THESE PRESENTS: That we Vantage Contractors, LLC (Name of Contractor) 18212 E. Petroleum Dr, Baton Rouge, LA 70809 a Limited Liability Company, doing business as Vantage Contractors, LLC, hereinafter called "Principal" and Liberty Mutual Insurance Company (Surety) of 175 Berkeley Street, Boston, MA 02116, State of Massachusetts, hereinafter called the "Surety," are held and firmly bound unto St. John the Baptist Parish (Owner), Louisiana, hereinafter called "Owner" in the penal sum of One Million Dollars and 0/100 cents ($1,000,000.00) in lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain Contract with the Owner, dated the 12th day of October 20 20 a copy of which is hereto attached and made apart hereof for the construction of:

CONTRACT "A"
CLEARING & SNAGGING

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertaking, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner with or without notice to the Surety, and if he/she shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premium on said work, and for all labor performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract

or the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or the specifications.

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

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts each, one (1) of which shall be deemed an original, this 12th day of October 2020

ATTEST:

Vantage Contractors, LLC
(Principal)

(SEAL)_____
(Principal Secretary)

By _____

_____
Witness as to Principal

18212 E. Petroleum Dr, Baton Rouge, LA 70809
(Address-Zip Code)

18212 E. Petroleum Dr, Baton Rouge, LA 70809
(Address-Zip Code)

ATTEST:

(SEAL) Tawanda Weatherspoon
(Surety)

Liberty Mutual Insurance Company
(Surety)

_____
(Witness as to Surety)

By _____
(Attorney-in-Fact)
Mary E. Rhodes, Attorney In Fact

Countersigned

By _____
Attorney-in-Fact
State of Louisiana

Mary E. Rhodes, Attorney In Fact
LA License # 555153

NOTE: Date of Bond must be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

PERFORMANCE-PAYMENT BOND

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Brad Roberts, certify that I am the Secretary of the Corporation named as Principal in the within Bond; that Brad Roberts who signed the said bond on behalf of the Principal was then President of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, for, and on behalf of said corporation by authority of this governing body.

(Corporate Seal)

Title: President

CERTIFICATE AS TO SURETY

I certify that I am Mary E. Rhodes (Name), Attorney In Fact (Title),

of the Surety who signed the bond. I certify that we are licensed to do business in the State of Louisiana and are currently recognized by the U. S. Department of the Treasury as acceptable sureties.

Mary E. Rhodes

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

Bond # 022227526

LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Vantage Contractors, LLC
(Name of Contractor)

18212 E. Petroleum Dr, Baton Rouge, LA 70809
(Address of Contractor)

a Limited Liability Company Corporation, Partnership, Individual, the State of Louisiana hereinafter called Principal, and Liberty Mutual Insurance Company
(Name of Surety)

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

a corporation of the State of Massachusetts, authorized to do business as surety in the State of Louisiana, hereinafter called Surety, all held and firmly bound unto the St. John the Baptist Parish hereinafter called Owner, in the penal sum of One Million and 0/100 Dollars ($1,000,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated 12th day of October, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

CONTRACT "A"
CLEARING & SNAGGING

NOW THEREFORE, if the Principal shall promptly pay to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such contract, any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said work and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or to the specifications accompanying the same shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the specifications.

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

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts, each of which shall be deemed an original, this 12th day of October 20 20.

ATTEST:

Vantage Contractors, LLC

Principal

By: _____

Address: 18212 E. Petroleum Dr, Baton Rouge, LA 70809

(SEAL)

_____

Witness as to Principal

18212 E. Petroleum Dr, Baton Rouge, LA 70809

Address

ATTEST:

_____

Tawanda Weatherspoon

Liberty Mutual Insurance Company

Surety

By: _____

Mary E. Rhodes Attorney-in-Fact

Address: 175 Berkeley Street

(SEAL)

175 Berkeley Street

Boston, MA 02116

Boston, MA 02116

Address

NOTE: Date of Bond must not be prior to date of Contract:

LABOR AND MATERIALS PAYMENT BOND

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: 8203020 - 969123

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kadie C. Crawford, Rhonda S. Crooks, Markham R. McKnight, Stephanie S. McKnight, William G. McKnight, Charles E. Reagin III, Mary E. Rhodes, Trent J. Sandahl, Thomas M. Sandahl, Steven P. Thibodeaux, Tawanda A. Weatherspoon, Charlotte L. Wright

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of January, 2020.

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

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

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 24th day of January, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of October, 2020.

By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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

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

SPECIAL CONDITIONS

SPECIAL CONDITIONS

I. SCOPE

Insurance, certificates, Contractor's insurance responsibility, Hold Harmless Agreement, license requirements, Commencement of Work, Time of Completion, Public Works or Utilities Department responsibility, Parish payment responsibility and Liens.

II. INSURANCE

Contractor shall obtain, pay for and keep in force, at its own expense, minimum insurance effective in all localities where Contractor may perform the work hereunder, with such carriers as shall be acceptable to Council:

A) ***Statutory Workman's Compensation*** covering all state and local requirements and Employer's Liability Insurance covering all persons employed by Contractor in connection with this agreement.

The limits for "A" above shall be not less than:

1.) Employers liability limits of $1,000,000/$1,000,000/$1,000,000
2.) Some contracts may require USL&H or maritime coverage. This should be checked out with Insurance Dept/Legal Dept.
3.) **WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.**
4.) No excluded classes of personnel or employees shall be allowed on Council's premises.

B) ***Commercial General Liability,*** including:

1) Contractual liability assumed by this agreement
2) Owners and Contractor's Protective Liability (if Contractor is a General Contractor)
3) Personal and advertising liability
4) Completed operations
5) Medical payments

The limits for "B" above shall not be less than:

1) $1,000,000 each occurrence limit
2) $2,000,000 general aggregate limit other than products-completed operations
3) $1,000,000 personal and advertising injury limit
4) $1,000,000 products/completed operations aggregate limit
5) $50,000 fire damage limit
6) $5,000 medical expense limit (desirable but not mandatory)
7) $1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1 + 2 above. Must include BFCGL endorsement.

8) **St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.**
9) Some contracts may require Protection and Indemnity coverage. This should be checked out with Insurance Dept./Legal Dept.

C) ***Comprehensive Automobile Liability*** covering all owned, hired and other non-owned vehicles of the Contractor.

The limits for "C" above shall not be less than:

(1) $1,000,000 CSL
(2) **St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate.**

III. CONTRACTORS INSURANCE RESPONSIBILITY

The Contractor at his expense shall maintain adequate physical damage insurance in the amounts and against the perils desired by the Contractor on all items of Contractor's equipment including tools which are owned or rented by the Contractor or for which the Contractor is liable and which are not to remain as part of the permanent construction.

IV. HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, Contractor will indemnify and hold harmless the Parish and their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claims, damage loss of expense is attributable to bodily injury, sickness, diseases, or death, or to injury to or destruction of tangible property including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them by be liable.

V. EXCLUSIONS

Pursuance to Louisiana Revised Statute 38:2227, Contractor must certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to public bribery, corrupt influencing, extortion, money laundering or their equivalent Federal Crimes. Consultants must further certify that he has not been convicted of, or has not entered into a plea of guilty or nolo contendere to theft, identity theft, theft of a business record, false accounting, issuing worthless checks, bank fraud, forgery; Contractor's misapplication of payments, malfeasance in office, or their equivalent Federal Crimes within the five (5) prior to submitting the proposal.

VI. DISCLOSURE

Company/Consultant must disclose whether it provides services or pays commissions to any employee or elected official of St. John the Baptist Parish. If so, company must disclose to whom services are provided and/or commissions are paid. Both positive and negative responses must be submitted.

VII. LICENSE REQUIREMENTS

A) LICENSES

(1) When applicable, a current St. John the Baptist Parish Occupational License is to be maintained during the duration of this contract. Yearly, a copy of such license shall be provided to the Director of Purchasing.
(2) When applicable, a current Louisiana State Contractor's License should be furnished or as stated in the "Scope of Work."

VIII. CERTIFICATES & TAX FORMS

Prior to starting the work, the Contractor shall deliver to the Parish, certificates in triplicate evidencing that the insurance required in Section SC2 above is in effect. Such certificates shall provide that the Insurer shall give the Owner fifteen (15) days written notice of any material change in or cancellation of such insurance.

The Contractor shall submit to the Purchasing Department, a W-9 Tax Form for the Company prior to any work being issued.

IX. COMMENCEMENT OF WORK

The Contractor shall start the work within ten (10) days after he has received a Purchase Order for a designated task or assigned project to complete.

X. TIME OF COMPLETION CONSTRUCTION SCHEDULE

Time is of the essence to complete each project per the Purchase Order request. The Contractor shall diligently pursue the required task to complete each project within a reasonable time limit. Excessive time delays that are unreasonable for completing each project without justification may result in termination.

XI. ENGINEER'S RESPONSIBILITY

The term "Engineer" refers to the firm of C.J. Savoie Consulting Engineers, Inc., which has been designated by the Owner as its contracted engineering representative for this project. The Engineer's Responsibility is as stated in the General Conditions of the Contract as supplemented here. Computations of quantities that are the basis for payment estimates, both monthly and final, will be checked and approved by the Engineer prior to submission to the Public Works Department for final approval. It shall be the duty of the Engineer to enforce the specifications in a fair unbiased manner.

XII. PUBLIC WORKS OR UTILITIES RESPONSIBILITY

The term "Parish" refers to the Public Works Department or Utilities Department and its staff personnel which has been designated by the Parish as its representative for this project. The responsibility is as stated in the General Conditions of the Contract as supplemented here.

The Parish shall designate the right-of-way limits and the beginning and end points for each project.

It will be the Contractor's responsibility to mark and maintain the field limited areas of construction and to establish any additional lines, grade, or elevations that may be needed.

XIII. PARISH PAYMENT RESPONSIBILITY

The Parish's Contracted Engineer, C.J. Savoie Consulting Engineers, Inc., shall submit all partial pay invoices to the Public Works Department or Utilities Department, for the completed Contracted work. The Public Works Department or Utilities Department shall then submit the approved invoices to the St. John the Baptist Parish Finance Department and payment shall be within thirty (30) days from the date of Public Works Department or Utilities Department's approval.

XIV. LIENS

If at any time there shall be evidence of any lien of claims for which the Parish might become liable and which is chargeable to the Contractor, the Parish shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient for completed indemnifications against such lien or claim. In the event the Parish has already paid to the Contractor all sums due under this Contract or the balance remaining unpaid is insufficient to protect the Parish, the Contractor and his surety shall be liable to the Parish for any loss so sustained.

GENERAL ENGINEERING CONDITIONS

PART I - DEFINITION OF TERMS

A. GENERAL:

Whenever in these Specifications, Addenda, Proposal, Contract and Bond, the following terms are used, the intent and meaning shall be interpreted as follows.

B. THE OWNER:

The Owner shall be as defined in Special Provisions hereof and is contractually titled as St. John the Baptist Parish for these specifications and is designated as the "Parish" throughout these documents.

C. THE ENGINEER:

The Engineers shall be as defined in Special Provisions hereof.

D. PARISH REPRESENTATIVE:

An employee of the Parish Public Works Department or Parish Consulting Engineer who may be placed in the field to represent the Parish.

E. THE BIDDER:

Any qualified individual, firm or corporation submitting a proposal for the equipment or services specified herein, acting directly or through an agent.

F. THE CONTRACTOR:

The agency selected by the Parish and to whom the Contract is awarded by said Parish.

G. THE SUBCONTRACTOR:

Any construction agency selected by the Contractor and approved by the Parish to handle any phase of the contract work.

H. SURETY:

The licensed corporate body which is bound with and for the Contractor and which is primarily liable and responsible for payment of all obligations pertaining to and for the acceptable performance of the work required by the Contract.

I. **LABORATORY:**

Any testing laboratory designated or approved by the Engineers to perform tests on materials entering the work.

J. **BID PROPOSAL:**

The written offer and E-verify Affidavit of the bidder to perform the contemplated work and furnish the necessary materials when made out on the prescribed form and properly signed and guaranteed.

K. **BID SECURITY:**

The security designated in the "Proposal Form" to be furnished by the Bidder as a guarantee of good faith to enter into a Contract with the Parish, if the contract is awarded to him.

L. **PLANS (Only when required per the Parish):**

The plans, cross-sections, working drawings and supplemental drawings, or exact reproductions thereof, approved by the Parish, which show the location, character, dimensions, and details of the work to be done, and which are to be considered as a part of the Contract supplementary to these Specifications.

M. **SPECIFICATIONS:**

The direction, provisions and requirements contained herein setting out or relating to the method and manner of performing the work or to the quantities and qualities of material and labor to be furnished under this Contract.

N. **CONTRACT:**

The written agreement between the Parish and the Contractor covering the performance of the work and the furnishing of labor, materials, tools, equipment, incidentals and service necessary for the completion of the same. The Contract shall be mutually understood to include "Plans", "Specifications", "Addenda", "Alternates", "Proposal", and "Performance Bond", also any and all "Change Orders", which are required to complete the construction of the work in a satisfactory and acceptable manner.

O. **CHANGE ORDERS:**

A written agreement between the Owner and the Contractor, with the approval of the Parish, which when duly executed becomes part of the Contract. Change Orders may either increase or decrease the work or contractual time to be performed under the Contract.

P. **PERFORMANCE BOND:**

The approved form of security furnished by the Contractor and his surety as a guarantee of the proper performance of the work and payment for all materials or other obligations contracted by him in the prosecution thereof.

Q. **THE WORK:**

All work specified herein or indicated in the Specifications as the contemplated improvement, covered by the Contract.

R. **PURCHASE ORDER:**

A written notice from the Parish notifying the Contractor of the work to be performed at a designated location and to begin the execution of that work.

S. **A.A.S.H.O.:**

Association of State Highway Officials.

T. **A . C . I .**

American Concrete Institute.

U. **A. I. S.C.**

American Institute of Steel Construction.

V. **A.G.A.:**

American Gas Association.

W. **A.1.S.I.:**

American Iron and Steel Institute.

X. **A.P.I.:**

American Petroleum institute.

Y. **A.R.E.A.:**

American Railroad Engineering Association.

Z. **A.S.A.**

American Standards Association.

AA. **A.S.C.E.:**

American Society of Civil Engineers.

BB. **A.S.M.E.:**

American Society of Mechanical Engineers.

CC. **A.S.T.M.:**

American Society of Testing Materials.

DD. **A.W.W.A.:**

American Water Works Association.

EE. **C.T. I.:**

Cooling Tower Institute.

FF. **D.E.M.A.:**

Diesel Engines Manufacturers Association.

GG. **D.E.M.A. STANDARD PRACTICES:**

The Standard Practices for Stationary Diesel and Gas Engines of the D. E. M. A.

HH. **H.E.I.:**

Heat Exchange Institute.

II. **I.E.E.E.:**

Institute of Electronic and Electrical Engineers.

JJ. **I.P.C:**

Institute of Printed Circuitry.

KK. **I.S.A.:**

Instrument Society of American.

LL. **M.S.S.:**

Manufacturers Standardization Society of the Valve and Fitting Industry.

MM. N.B.F.U.:

National Board of Fire Underwriters.

NN. N.E.M.A.:

National Electrical Manufacturers Association.

OO. N.E.S.C.:

National Electrical Safety Code.

PP. N.R.M.A.:

National Ready-Mix Association.

QQ. P. C.I.

Pre-stressed Concrete Institute.

GENERAL ENGINEERING CONDITIONS

PART II - INSTRUCTIONS TO BIDDERS

A. QUALIFICATION OF BIDDERS:

Bidders must be capable of performing the various items of work bid upon. They may be required after bidding to furnish a satisfactory statement covering experience in similar work, a list of machinery, plant organizations and other equipment available for the proposed work, and such statement of their financial resources as may be deemed necessary.

B. BID PROPOSAL:

Bid Proposals shall be made out on forms provided by the Parish and shall be enclosed in an envelope endorsed "Bids" for the designated title shown on the front of the Specifications and addressed to the Parish and delivered in person or mailed to reach the address prior to opening of bids.

C. INTERPRETATION OF DOCUMENTS:

If any person who contemplates submitting a bid for the proposed contract is in doubt as to the meaning of any part of the Plans, Specifications or other proposed Contract Documents, he may submit to the Parish a written request for an interpretation thereof not less than five (5) days prior to the day of opening of bids. Interpretation of the proposed documents will be made only by Addenda issued before bidding, a copy of such Addenda will be mailed or delivered to each person receiving a set of such Contract Documents.

D. EXAMINATION OF SITE, DRAWINGS, ETC.:

Each bidder shall visit the site of the proposed work and shall fully acquaint himself with conditions relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under this Contract. Bidders shall thoroughly examine and be familiar with the Plans and Specifications.

The failure or omission of any bidder to examine Plans, Specifications and General Contract Documents or to visit the site and acquaint himself with conditions there existing, shall in no way relieve the bidder from any obligation with respect to his bid or to the Contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

E. **ADDENDA:**

Any addenda, details or supplemental drawings issued during the preparation of bids shall be included in the proposal, and shall become part of the Contract Documents. Subcontractors shall be taken as prima facie evidence of compliance with this section.

F. **BID SECURITY:**

Bid security shall be as stated in the Advertisement for Bidders.

G. **BID PRICE:**

The price bid shall cover furnishing of all materials, tools, labor, transportation, local, State and Federal taxes, Old Age Benefit, Social Security, services and equipment necessary to construct the work in full conformity with Plans and Specifications, Addenda and Contract Document.

GENERAL ENGINEERING CONDITIONS

PART III - SCOPE OF THE WORK

A. ADDITIONAL WORK OR CHANGES:

Without invalidating the Contract, the Parish may make reasonable changes by altering, adding to, or deducting from the work, the Contract Price being adjusted accordingly. No claim for extra work or materials shall be allowed and no alteration of or deduction from the work shall be made unless same is ordered in writing by the Parish.

Where changes ordered by the Parish involve a monetary consideration, the Contract shall be adjusted by negotiation with the terms of said negotiation being expressed in a supplemental agreement of CHANGE ORDER signed by the Parish and the Contractor.

If the Parish and the Contractor are unable to reach an agreement as to the monetary consideration of the Contract addition, the Parish may order the Contractor to do such work on a force account or cost plus basis.

For force account or cost plus work, the Contractor shall be paid the actual reasonable cost of labor and materials entering permanently into the work, plus not to exceed fifteen percent (15%) to cover overhead and profit. The Contractor shall furnish itemized weekly statements to the Parish of the cost of all such work, together with original receipted bills for all materials used and freight charges used and vouchers for labor and equipment engaged therein.

B. CHANGES, INCREASE OR DIMINUTION:

The Parish shall have the right to increase or decrease the amount of work to be done under the Contract at any time or times during the life of the Contract provided that the total increase of diminution does not exceed twenty percent (20%) of the original Contract Price. The total increase or decrease may be applied to any one (1) item or to any number of items, or any item or items may be entirely eliminated. No allowances will be made for real or supposed loss of anticipated profits on account of such increases or diminution.

C. MAINTENANCE OR WORK:

The Contractor shall maintain the work during construction and until the work is finally accepted.

All cost of maintenance work during construction and before the work is finally accepted shall be included in the bid prices quoted for the work; the Contractor will not be paid any additional amount for maintenance work.

D. **FINAL CLEANING-UP:**

Upon completion of the work, all excess materials, temporary structures and debris resulting from construction shall be removed from the limits of the project, and the completed work left in a neat and presentable condition throughout. All property, both public and private, which has been damaged during the prosecution of the work, shall be restored in an acceptable manner. Materials cleared from the project may not be, deposited on the property adjacent thereto unless such disposal is approved by the Parish. All keys shall be tagged and turned over to the Public Works Department or Parish Consulting Engineer.

E. **GUARANTEE:**

All work as herein specified and/or as indicated on the Plans shall be guaranteed against defects in materials and workmanship from the date of completion and final acceptance by the Owner. The Contractor shall, within a reasonable time after receipt of written notice thereof, make good any defects in materials or workmanship which may develop during said one-year period, and any damage to other work caused by such defects or the repairing of same, at his own expenses and without cost to the Parish.

GENERAL ENGINEERING CONDITIONS

PART IV - CONTROL OF THE WORK

A. AUTHORITY OR OWNER AND ENGINEERS:

The Parish, or their Contracted Representative, being C.J. Savoie Consulting Engineers, Inc., shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work and shall decide all questions which may arise as to the interpretation of the Plans and Specifications, and all questions as the acceptable completion of the project.

The decision of the Contracted Representative, shall be final and binding on all technical questions concerning the execution of the work and interpretation of the Plans and Specifications.

The Parish or their contracted representative, shall have authority to suspend operations at any time when the work, in their opinion, is not being carried out in conformity with the Plans and Specifications.

B. AUTHORITY AND DUTIES OF THE PUBLIC WORKS DEPARTMENT'S REPRESENTATIVE:

The Parish's Contracted Consulting Engineer's Representative will be authorized to inspect all work done and materials furnished. Such inspections may extend to all or to any part of the work and to the preparation or manufacture of the materials to be used.

He may be stationed on the work to report to the Contracted Engineers as to the progress of the work and the manner in which it is being performed, to call attention whenever it appears that materials furnished or work performed fails to fulfill requirement of the Specifications. The Public Works Department's or the Parish's Contracted Consulting Engineer's Representative will not be authorized to revoke, alter, enlarge, or release any requirement of these Specifications contrary to the Engineer's designed and approved Plans and Specifications. He will in no case act as foreman nor will he interfere with management of the work.

C. **INSPECTIONS:**

The Parish's Contracted Consulted Engineer shall be provided every facility for ascertaining whether or not the work performed and materials used are in accordance with the requirements and intent of the Plans and Specifications.

Failure of the Parish authorized representatives during the progress of the work to discover or reject materials or work not in accordance with the Plans, Specifications and the Contract Documents, shall not be considered an acceptance thereof or a waiver of defects therein; and payment to the Contractor or partial or entire occupancy by the Parish shall not be construed to be an acceptance of the work or materials which are not strictly in accordance with the Plans, Specifications or Contract Documents.

Moreover, the undertaking of inspections by the Parish's Contracted Consulting Engineer as representatives thereof shall not be construed as supervision of actual construction nor make the Parish or their authorized representatives responsible for providing a safe place of safe conditions for the performance of work under the Contract by the Contractor, or Contractor's employees or those of Suppliers or Subcontractors, or for access, visits, use work, travel or occupancy by any persons and the Contractor agrees to indemnify and hold the Parish and their authorized representatives harmless from all claims for damages for personal injury (including accidental death) and property damage which may arise from any operations under this contract, including claims by employees of the Contractor or of any Subcontractor or Supplier.

D. **NOTICE AND SERVICE THEREOF:**

Any notice to the Contractor from the Parish relating to any part of this contract shall be in writing, shall be considered delivered and the service thereof completed when said notice is posted, by registered mail, to the said Contractor at his last given address, or delivered in person to said Contractor or his authorized representative on the work.

E. **DEFECTIVE WORK:**

All work which has been rejected shall be satisfactory remedied, or else removed and replaced in an acceptable manner by the Contractor, and no additional compensation shall be allowed for such correction, removal or replacement.

F. COORDINATION OF PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS:

The Plans, the Specifications, the Special Provisions and all supplementary documents are essential parts of this Contract. They are intended to be complementary, to describe and provide for a complete project. A requirement occurring in one segment of the project work is as binding as though occurring in all. In case of a discrepancy, figured dimensions, unless obviously incorrect, shall govern over scaled dimensions; Specifications shall govern over Plans and Special Provisions shall govern over both Plans and General Conditions. The Contractor shall take no advantage of any error or omission of dimensions in the Plans or of any discrepancy between Plans and Specifications. The Parish Contracted Consulting Engineer will make such corrections and supply such omitted dimensions as may be necessary and its interpretation shall be final.

G. SHOP DRAWINGS:

The Contractor and Subcontractor shall furnish all shop drawings required by the Plans and Specifications or requested by the Parish. Shop drawings shall be submitted for approval in six (6) copies, two (2) copies of which will be returned, approved or corrected. Approval of shop drawings by the Parish's Contracted Consulting Engineer shall not relieve the Contractor or Subcontractor from responsibility for errors or omission therein, and the Contractor shall be fully responsible for furnishing materials, devices, and layouts of proper dimensions, size, quantity, quality, and performance characteristics to efficiently perform the requirements and intent of the Contract Documents.

GENERAL ENGINEERING CONDITIONS

PART V - CONTROL OF MATERIALS

A. MANUFACTURED ARTICLES:

Wherever in these Specifications certain equipment, materials or manufactured products are called for or described, such are specified to establish a standard of quality and it will be so called for, and that the Contractor's proposal, if accepted, will constitute a contractual obligation to furnish the specified equipment, materials or articles.

If Contractors bid on substitute materials or offer alternate bids, they must state with their bid a complete description of the proposed substation, and the difference in cost, if any, between the proposed substitution and the material or article include in the base bid as standard. The determination as to whether or not such substitution shall rest solely with the Parish and the Public Works Department or Parish Consulting Engineer.

B. SOURCE OF SUPPLY AND QUALITY OF MATERIALS:

The source of supply of each of the materials shall be approved by the Parish before the delivery is started. Representative preliminary samples of the character and quantity prescribed shall be submitted by the Contractor or producer for examination and testing. Only materials tested and found to conform to the requirements of these Specifications and approved by the Parish shall be used in the work. All materials proposed to be used may be inspected or tested at any time during their preparation and use. If, after trial, it is found that sources of supply which have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from other approved sources.

No material, which after approval, has in any way become unfit for use shall be used in the work. Stored material even though approved before being stored shall be inspected prior to use in the work and shall meet the requirements of the Specifications at the time of its use.

C. **LIST OF MATERIAL AND EQUIPMENT:**

Within thirty (30) days after the signing of the Contract, the Contractor shall submit to the Parish, in duplicate, a list of all materials and equipment ordered for the project, the manufacturers or agents from whom ordered, catalog and type number, quantity ordered, and the promised delivery date on each item. Any subsequent changes in list of materials, manufacturer's type, quantity or delivery dates shall be promptly brought to the attention of the Parish.

D. **STORAGE OF MATERIALS:**

Materials shall be stored so as to insure the preservation of their fitness for the work, and in a manner that leaves the material accessible to inspectors. Storage shall not interfere with the prosecution of the work or with public travel.

E. **TESTING OF MATERIALS:**

The Parish will appoint and the Contractor will pay for the services of a competent Testing Laboratory testing of recognized standing for the testing and control of materials entering into the construction of this project.

The Contractor shall furnish, without additional charge, samples of various materials, laboratory testing as required by the Parish. The contractor shall cooperate fully with Parish and the Testing Laboratory in the making of the required tests.

F. **DEFECTIVE MATERIALS:**

All materials not conforming to the requirements of these Specifications shall be considered as defective and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work, unless otherwise permitted by the Parish.

No rejected material, the defects of which have been subsequently corrected, shall be used until approval has been given. Upon failure on the part of the Contractor to forthwith comply with any order of the Parish made under the provisions of this Article, the Parish shall have authority to remove and replace defective material and to deduct the cost of removal and replacement from any monies due or to become due to the Contractor under this Contract.

GENERAL ENGINEERING CONDITIONS

PART VI - LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC:

A. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability Insurance shall be in accordance with the "Special Conditions" section of these specifications.

B. PUBLIC SAFETY AND CONVENIENCE:

The contractor shall at all times so conduct his work as to insure the lease practicable obstruction to traffic. The convenience of the general public and the protection of persons and property shall be adequately provided for by the Contractor.

C. MAINTENANCE OF EXISTING TRAFFIC:

Suitable facilities shall be provided for maintaining public travel, and every effort shall be made to reduce any necessary inconvenience to said public travel to the minimum. Precautions shall be taken for the adequate protection of the public and the workmen during the prosecution of the work.

D. BARRICADES, DANGER SIGNS, ETC.:

The Contractor shall provide, erect and maintain all necessary barricades, danger signals, and signs, provide a sufficient number of watchmen and take all necessary precautions for the protection of the work and workmen and for the safety of the public.

E. SANITARY CONDITIONS:

The Contractor shall provide and maintain in a neat, sanitary condition, such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the State Department of Health and Hospitals in the State in which the work is being done or of other authorities having jurisdiction. He shall commit no public nuisance.

F. RIGHT-OF-WAY

The Parish will furnish the Contractor with all necessary right-of-way for the prosecution of his work. The right-of-way herein referred to is understood to mean only the permission to use and pass through the location or space in any street or highway or through any public or private property in which the Contractor is to construct the work, and does not obligate the Parish to remove or change or be responsible for any structure for which the Contractor is obligated, or for any wires, lamps or other overhead, surface or underground construction which may interfere with the operation or movement of the Contractor's equipment.

GENERAL ENGINEERING CONDITIONS

PART VII - PROSECUTION AND PROGRESS OF WORK

A. SUBCONTRACTING:

The Parish shall have the right of approval or rejection of Subcontractors proposed for this work by the Contractor. If the Contractor sublets any part of this Contract, the Contractor shall be as fully responsible to the Parish for the acts and omissions of his Subcontractor and of the persons either directly or indirectly employed by his Subcontractor, as he is for the acts and omissions of persons directly employed by him.

B. ASSIGNMENT:

Neither party to the Contract shall assign or sublet his entire interest in this Contract without written consent of the other, nor shall the Contractor assign any monies due or to become due to him under this Contract, without previous written consent of the Parish.

C. COOPERATION WITH PUBLIC UTILITIES:

The Contractor shall be responsible for notifying all public utilities or other interested parties to make necessary adjustments of utility structures or appurtenances affected by the work.

The Contractor will be responsible for any damage done by him to any utility structure owned or controlled by any agency, public or private. He shall perform and carry on the work so as not to interfere with or damage utility structures mentioned herein or shown on the Plans or discovered during construction, which are to be left within the limits of the work.

The Parish will not be responsible for any delay or inconvenience to the Contractor in carrying out the work resulting from the existence, removal or adjustment of any public utility. Additional costs incurred as a result thereof shall be the expense of the Contractor.

D. LABOR:

All persons employed must be legal citizens of the United States of America or a legal alien verified by a Status verification system as defined under LSA R.S. 38:2212.10. Preference shall be given to local labor where available.

All labor, as well as mechanics, must be proficient in their respective trades as no mediocre work will be accepted.

Contractors must comply with all local ordinances and State laws regarding labor and mechanics in effect at the time of the signing of this Contract or passed during the construction of the work. The Contractor shall include in his bid and pay all Federal and State taxes or assessment on labor.

E. OWNER'S RIGHT TO OCCUPANCY:

The Parish, or any other person under authority and permission granted by the Owner, shall have the right to use, at any time, any and all portions of the work that have reached a stage of completion as to permit such occupancy, provided such occupancy does not hamper the Contractor or prevent the efficient completion of the Contract. The Contractor obligates himself to permit such use, and to use every effort to facilitate the Parish in the occupancy of such available and useful portions of the work.

F. MATERIAL FURNISHED BY OWNER:

The Parish reserves the right to furnish certain materials to the contractor for use in the consummation of this work. The Contractor shall give the Parish proper credit on the contract amount for such materials furnished. The credit given shall be based on the present market price of that material.

G. TIME OF COMPLETED WORK:

The work covered by the Plans, Specifications and Contract Documents must be completed sufficient for acceptance within the time specified in the Contract and/or Special Provisions hereof.

H. LIQUIDATED DAMAGES:

As time is of the essence in this Contract, should the Contractor fail to complete the work sufficient for acceptance by the Parish within the time specified, both parties to the Contract mutually agree that the Contractor shall pay the Parish, as acknowledged liquidated damages, in the amount of $300.00 affixed an agreed (as stipulated in the Contract and/or Special Provisions hereof) per calendar day that he is delinquent, which amount shall be reported by the Public Works Department or Parish Consulting Engineer and shall be deducted and withheld by the Parish from the balance due or to become due the Contractor under the terms of this Contract.

This provision for liquidated damages shall be effective between the parties ipso facto without necessity for demand or putting in default by any notice or other means than by the terms of this Contract, the Contractor hereby waiving any such other notice of default and specially acknowledging that Contractor shall be deemed to be in default by the mere act of his failure to complete the work within the time specified, or within any valid extension of such time hereunder.

I. **EXTENSIONS OF TIME:**

Extensions of time will be granted to the Contractor upon receipt of written request for such extensions, provided that such delays were occasioned by the Parish, by Acts of God (provided such Acts of God were not preceded by some fault of the Contractor without which the delay would not have occurred) or by causes entirely beyond the Contractor's control. In the event additional time is earned by the Contractor under the terms of this Agreement, or is granted by the Parish, such fact shall not be interpreted as a waiver of the full obligation on the part of the Contractor to complete the work within the extended time. Request for extension shall be made within five (5) days following the event occasioning the delay.

J. **DELAYED CONSTRUCTION PAYMENT:**

In addition to the liquidated damages provided for in Item H of this Section (and as stipulated in the Contract and/or Special Provisions thereof), and irrespective of whether liquidated damages are in fact assessed, should the Contractor fail to complete the work sufficient for acceptance by the Parish within the time specified, the Parish shall assess and deduct from any balance due or to become due the Contractor under the terms of this Contract the sum of One Thousand Two Hundred and No/100 ($1,200.00) Dollars for each period of thirty (30) days of fraction thereof, commencing on the first day of the delinquency and terminating on the date of final acceptance by the Parish to the Engineers for supervisor services rendered during such delinquency period.

K. **REMEDIAL WORK:**

If, after final acceptance of the work, the Contractor shall be required to make good any defects in material or workmanship or to repair damage to other work, as provided in Section III, Item E, the Contractor shall pay to the Parish for the account of the Engineers a Supervisory Fee equal to One Thousand Two Hundred and No/100 ($1,200.00) Dollars for each thirty (30) day period of fraction thereof commencing on the date of issuance by the Parish of a work order for such remedial work and terminating on the date of Parish's final acceptance of such work.

L. **TERMINATION FOR CAUSE:**

PARISH may terminate this Agreement for cause based upon the failure of the CONTRACTOR to comply with the terms and/or conditions of this Agreement; provided that PARISH shall give the CONTRACTOR written notice specifying the CONTRACTOR'S failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. The Agreement shall terminate thirty (30) calendar days from the date the notice was mailed.

The CONTRACTOR may terminate this Agreement for cause based upon the failure of the PARISH to comply with the terms and/or conditions of this Agreement, provided that CONTRACTOR shall give the PARISH written notice specifying the PARISH'S failure to perform and provide thirty (30) calendar days' notice, from mailing of the notice, to cure and/or remedy the stated non-compliance. This Agreement shall terminate thirty (30) calendar days from the date of the notice was mailed.

Notwithstanding the above, the CONTRACTOR will not be relieved of liability to PARISH for damages sustained by PARISH by virtue of any breach of this Agreement by the CONTRACTOR, and PARISH may withhold any payments to the CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due PARISH from the CONTRACTOR is determined.

M. **TERMINATION FOR CONVENIENCE:**

PARISH may terminate this Agreement at any time by giving thirty (30) days written notice to the CONTRACTOR. The CONTRACTOR shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

N. **SUPERVISION AND GENERAL FOREMAN:**

The Contractor shall employ and keep on the work at all times a competent general superintendent or foreman as his representative and, in the absence of the Contractor from work, instructions given or notices served on this superintendent shall be binding upon the Contractor.

Any superintendent, foreman or workman employed on this project who disregards orders or instructions, does not perform this work in a proper, skillful and expeditious manner or is otherwise objectionable, shall be removed from the work and shall be replaced by a suitable superintendent, foreman or workman.

The Contractor shall personally see to it that all subcontracts and divisions of the work are executed in proper and workmanlike manner on scheduled time, and with due and proper cooperation.

ST. JOHN THE BAPTIST PARISH COUNCIL

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District VII
Thomas Malik
1811 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-402-0302

September 23rd, 2020

Jaclyn Hotard, Parish President
ST. JOHN THE BAPTIST PARISH
1811 W. Airline Hwy.
LaPlace, LA 70068

Dear Mrs. Hotard:

Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, September 22nd, 2020.

"Councilman Arcuri moved and Councilman Malik seconded the motion to grant administration authorization to award the bid for the 2020 Parish wide Canal Drainage Improvements, Clearing and Snagging to Vantage Contractors, LLC. The motion passed unanimously."

CERTIFICATION

I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 22nd day of September, 2020.

September 23rd, 2020,

Jackie Landeche
Council Secretary
St. John the Baptist Parish Council