

SECTION 00500

AGREEMENT

THIS AGREEMENT is effective as of the \_\_\_\_\_ day of August in the year 2008 by and between the Parish of St. Charles, called the OWNER, and Boh Bros. Construction Co., LLC hereinafter called the CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents for the above Project. The Work is generally described as follows:

The Contract Work generally comprises of the pulverization of the existing road, constructing a soil cement base and asphalt paving the road in the locations shown on the drawings; the installation of 74 each, 4 foot by 4 foot concrete box culverts in 7 designated locations along the Bonnet Carre Spillway Road over a compacted limestone bed of which all concrete box culverts and limestone bedding material will be supplied by the Parish per the U. S. Army Corps of Engineers; and all appurtenances necessary to complete the project as designed.

ARTICLE 2. ENGINEER

The Project has been designed by C. J. Savoie Consulting Engineers, Inc. who is hereinafter called ENGINEER and who will assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

- 3.1 The Contractor shall complete all of the Work under the Contract within 60 calendar days from the date of the Notice to Proceed.
- 3.2 Liquidated Damages - OWNER and CONTRACTOR recognize that the OWNER will suffer direct financial loss if Work is not completed within the Contract times specified in Paragraph 3.1 above plus any extensions thereof allowed in accordance with Article 12 of the General Conditions, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, CONTRACTOR and Surety agree to forfeit and pay OWNER as liquidated damages for delay (but not as a penalty) the amount of \$300.00 for each calendar day that expires after the Contract Time specified in Paragraph 3.1 for final completion and ready for final acceptance until the Work is completed. These amounts represent a reasonable estimate of OWNER's expenses for extended delays and for inspection, engineering services and administrative costs associated with such delay. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the CONTRACTOR by his mere failure to complete the work on or before the date specified shall be deemed in default.

#### ARTICLE 4. CONTRACT PRICE

**CONTRACT PRICE:** The amount to be paid to the Contractor by the Owner for completion of all work hereunder is a lump sum of: (\$ 489,700.00 ) Four Hundred Eighty-Nine Thousand, Seven Hundred Dollars

Contract price is firm and subject only to modification by written change order agreed to by both parties.

#### ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress payments. OWNER shall make progress payments which exceed \$5,000 on account of the Contract price on the basis of CONTRACTOR's Applications for Payment, as recommended by ENGINEER, on or about the thirtieth (30th) day following receipt by the OWNER. Applications for Payments less than \$5,000 shall be accumulated until the next payment period or until final payment.

Progress payments will be based upon estimated quantities of completed contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work on the last day of each month or other mutually agreed regular monthly date ending the progress payment period.

- 5.2 Retainage. Retainage shall be withheld and payments will be made by the OWNER in the payment amount of: 1) ninety percent (90%) of the approved payment applications for projects with contract prices of less than \$500,000; or 2) ninety-five percent (95%) of the approved payment applications for the projects with contract prices of \$500,000 or greater.
- 5.3 Final Acceptance and Final Payment. Upon the final completion of all Work, the CONTRACTOR may request a final inspection and may make a final Application for Payment as provided by Paragraph 14.12 of the General Conditions, upon the OWNER's certificate of final acceptance.

Final acceptance of the Work, based upon the certificate of final acceptance, shall be by resolution of the Council of the Parish of St. Charles.

When substantial completion is granted by the Owner, the Certificate of Substantial Completion is then transmitted to the Contractor for filing with the recorder of mortgages of the Parish of St. Charles. This begins the not less than forty-five (45) day lien period as prescribed for Public Works by Louisiana Revised Statutes 38:2242.

At the expiration of the lien period it is the CONTRACTOR's responsibility to obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is clear of any liens or privileges, and said certificate shall be presented to the OWNER for final

payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.

## ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

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

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.
- 6.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.
- 6.3 CONTRACTOR has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 6.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.2 of the General Conditions. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, CONTRACTOR has or will obtain or perform at no additional cost to the OWNER such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by CONTRACTOR for such purposes.

## ARTICLE 7. CONTRACT DOCUMENTS

The following Contract Documents, which comprise the entire Agreement between OWNER and CONTRACTOR, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:

- 7.1 Agreement
- 7.2 Construction Performance and Payment Bond and Insurance Certificates
- 7.3 Advertisement for Bids
- 7.4 CONTRACTOR's Bid Form
- 7.5 Addenda (Numbers \_\_\_\_ - \_\_\_\_ to \_\_\_\_ - \_\_\_\_ inclusive)
- 7.6 Contract documents bearing the general title "Bonnet Carre Spillway Parish Road Repairs" dated \_\_\_\_\_ July \_\_\_\_\_ 2008.

7.7 Drawings, consisting of a cover sheet dated July 2008 and the sheets listed on Drawing 2 of 8; each sheet bearing the following general title:

" Bonnet Carre Spillway Parish Road Repairs ".

7.8 General Conditions

7.9 General Conditions, pages 00700-1 through 00700-31 and Section 00800, Supplementary Conditions, pages 00800-1 through 00800-25, and Second Supplementary Conditions have been adopted by the St. Charles Parish Council as a Standard General Conditions and Supplementary Conditions for Construction Contracts. Those General Conditions and Supplementary Conditions are to be referred to in the agreement and contract as "GEN.COND, CONST – 7/98 filed in MOB 682, Folio 230 filed with the St. Charles Parish Clerk of Court."

There are no Contract Documents other than those listed above in this Article 7. The Contract may only be amended, modified or supplemented as provided for in the General Conditions.

#### ARTICLE 8. MISCELLANEOUS

8.1 General Conditions, pages 00700-1 through 00700-31 and Section 00800, Supplementary Conditions, pages 00800-1 through 00800-25, and Second Supplementary Conditions have been adopted by the St. Charles Parish Council as a Standard General Conditions and Supplementary Conditions for Construction Contracts. Those General Conditions and Supplementary Conditions are to be referred to in the agreement and contract as "GEN.COND, CONST – 7/98 filed in MOB 682, Folio 230 filed with the St. Charles Parish Clerk of Court."

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the OWNER may assign this contract to the State of Louisiana or any political subdivision, municipality, special district or authority thereof without CONTRACTOR's consent and without recourse.

8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.4 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement effective as of the date first written above. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

OWNER: Parish of St. Charles

CONTRACTOR:

By V. J. St. Pierre

By Robert S. Boh

Title Parish President

Title President and CEO

Attest \_\_\_\_\_

Attest \_\_\_\_\_

END OF SECTION

SECTION 00300

BID FORM

BID SUBMITTAL DATE: August 14, 2008

NAME OF BIDDER: Boh Bros. Construction Co., L.L.C. La. Lic. No. 2179

PROJECT NAME: BONNET CARRE SPILLWAY PARISH ROAD REPAIRS

ST. CHARLES PARISH PROJECT NO: P080701

THIS BID IS SUBMITTED TO: ST. CHARLES PARISH COUNCIL

1. The undersigned Bidder proposes and agrees, if this Bid is accepted to enter into an Agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid Form and the Agreement, and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Bidding Documents, including without limitation those dealing with the disposition of Bid Security.
3. In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and further warrants and represents that:

(a) Bidder has examined copies of all the Bidding Documents, the Advertisement for Bids, the Instructions to Bidders, and of the following Addenda (receipt of all which is hereby acknowledged):

No. <u>None</u>	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

(b) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions, Laws, and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

- (c) Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Information to Bidders and as provided in Paragraph 4.2 of the General Conditions and accepts the determination set forth in Paragraph SC-4.2 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
- (d) Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies (in addition to or to supplement those referred to in (c) (above) which pertain to the subsurface or physical conditions at the site or which otherwise may affect the cost, progress, performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.2 of the General Conditions; and Bidders assumes responsibility for obtaining at no additional cost to Owner such additional examinations, investigations, explorations, tests, reports, or similar information or data as may be required by Bidder for such purposes.
- (e) Bidder has reviewed and checked all information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. Bidder assumes responsibility for obtaining at no additional cost to Owner such additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities as may be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.3 of the General Conditions.
- (f) Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- (g) Bidder has given Engineer written notice of all conflicts errors, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

4.

SCHEDULE OF PRICES  
ST. CHARLES PARISH PROJECT NO. P080701

NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTI-MATED PRICE
1	8" PULVERIZATION AND SOIL CEMENT (10% BY VOLUME)	SY	8,750	<div style="border: 1px solid black; padding: 2px;"> <p align="center">Ten</p> <p align="center">Dollars &amp; Cents</p> <p align="center">(\$ 10.00 No )</p> </div>	\$ 87,500.00
2	1½" ASPHALT BASE COURSE-(LADOTD TYPE 3, 1992 EDITION) (SPECIFIED AREAS ONLY)	TONS	750	<div style="border: 1px solid black; padding: 2px;"> <p align="center">One Hundred</p> <p align="center">Twenty five</p> <p align="center">Dollars &amp; Cents</p> <p align="center">(\$ 125.00 No )</p> </div>	\$ 93,750.00
3	1½" ASPHALT WEARING COURSE-(LADOTD TYPE 3, 1992 EDITION) (SPECIFIED AREAS ONLY)	TONS	750	<div style="border: 1px solid black; padding: 2px;"> <p align="center">One Hundred</p> <p align="center">Twenty five</p> <p align="center">Dollars &amp; Cents</p> <p align="center">(\$ 125.00 No )</p> </div>	\$ 93,750.00
4	8" ASPHALT FINISHED PATCH (DESIGNATED LOCATION)	TONS	125	<div style="border: 1px solid black; padding: 2px;"> <p align="center">Two Hundred</p> <p align="center">Dollars &amp; Cents</p> <p align="center">(\$ 200.00 No )</p> </div>	\$ 25,000.00
5	4' X 4' CONCRETE CULVERT (INSTALLATION ONLY)	UNITS	74	<div style="border: 1px solid black; padding: 2px;"> <p align="center">One thousand</p> <p align="center">Fifty</p> <p align="center">Dollars &amp; Cents</p> <p align="center">(\$ 1,050.00 No )</p> </div>	\$ 77,700.00
6	LIMESTONE SHOULDERS, BEDDING AND ROAD SUB-BASE FOR CULVERTS (INSTALLATION AND COMPACTION ONLY)	LS	LUMP SUM	<div style="border: 1px solid black; padding: 2px;"> <p align="center">Fifteen</p> <p align="center">Thousand</p> <p align="center">Dollars &amp; Cents</p> <p align="center">(\$ 15,000.00 No )</p> </div>	\$ 15,000.00
7	OAK BOARD INSTALLATION (MATERIALS AND PLACEMENT)	LS	LUMP SUM	<div style="border: 1px solid black; padding: 2px;"> <p align="center">Twenty four</p> <p align="center">Thousand</p> <p align="center">Dollars &amp; Cents</p> <p align="center">(\$ 24,000.00 No )</p> </div>	\$ 24,000.00
8	SIGNS & BARRICADES	LS	LUMP SUM	<div style="border: 1px solid black; padding: 2px;"> <p align="center">Twenty five</p> <p align="center">Thousand</p> <p align="center">Dollars &amp; Cents</p> <p align="center">(\$ 25,000 No )</p> </div>	\$ 25,000.00



9	MOBILIZATION	LS	LUMP SUM	Forty Eight	\$ 48,000.00
				Thousand	
				Dollars & Cents	
				(\$ 48,000.00	

TOTAL OF ALL ESTIMATED PRICES: (\$ 489,700.00 )  
Four Hundred Eighty Nine Thousand SEVEN Hundred Dollars. no cents

Unit Prices have been computed in accordance with paragraph 11.9.2 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

5. The Bidder agrees that the Work shall be substantially completed within the prescribed number of calendar days as stipulated in Paragraph 3.1 of the Agreement, and in accordance with Paragraph 14.8 of the General Conditions. Contract Time commences to run as provided in Paragraph 2.3 of the General Conditions, and the Work shall be completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions and Section 00500, Agreement.
6. The following documents are attached to and made a condition of this Bid:
  - (a) Bid Bond (Section 00410); or cashiers check or certified check
  - (b) Questionnaire (Section 00430)
  - (c) Schedule of Suppliers (Section 00450).
  - (d) Bid Security (surety bond, cashiers check, or certified check)
  - (e) Power of Attorney (For Surety Bond only).
  - (f) Noncollusive and Nonsolicitation Affidavit (Section 00480)
  - (g) Corporate Resolution (if by a corporation or joint venture of corporations) (Section 00485).
8. Communications with the Bidder concerning this Bid shall be addressed to:
 

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

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730 South Tonti Street

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New Orleans, Louisiana 70119

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9. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meaning assigned to them in the General Conditions.

Submitted on August 14th, 2008.

by:   
(Signature) Robert S. Boh

Title President and CEO

**IMPORTANT:**

Page five (5) of this bid form must be completed to indicate whether the bidder is an individual or unincorporated firm, a corporation or a joint venture.

BIDDER IS:

**AN INDIVIDUAL**

By \_\_\_\_\_  
(Individual's Name)

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

**A PARTNERSHIP**

By \_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(General Partner's Name and Signature)

Business address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Limited Liability Company

**A CORPORATION**

By Boh Bros. Construction Co., L.L.C.  
Limit Liability Company (Corporation Name)

Louisiana

\_\_\_\_\_  
(State of Incorporation)

Business Address: 730 South Tonti Street, New Orleans, Louisiana 70119

Telephone No.: 504/821-2400

**A JOINT VENTURE**

By \_\_\_\_\_  
(Member's name)

Address \_\_\_\_\_

By \_\_\_\_\_  
(Member's Name)

Address \_\_\_\_\_

**IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID.**

## SECTION 00410

## BID BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned, Boh Bros. Construction Co., L.L.C., as Principal (Bidder), and Fidelity & Deposit Company of Maryland as Surety, are hereby held and firmly bound unto the Parish of St. Charles as Owner, in the penal sum of Five Percent (5%) of the Total Bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 14th day of August, 2008.

The Condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Work specified in Contract No. \_\_\_\_\_ for Bonnet Carre Spillway Parish Road Repairs Project No. P080701

**NOW THEREFORE,**

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish bonds for his faithful performance of said Contract and for furnishing materials in connection therewith and shall in all other respects perform the Agreement created by the acceptance of said Bid, then this obligation shall be void; otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are Corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Bidder): Boh Bros. Construction Co., L.L.C.

Surety:

Fidelity & Deposit Company of Maryland

ADDRESS: 730 South Tonti Street

ADDRESS: 3910 Keswick Road

New Orleans, Louisiana 70119

Baltimore, Maryland 21211

BY: Robert S. Boh (SEAL)

BY: Warren Perkins (SEAL)

TITLE: President and CEO

TITLE: Attorney-in-Fact

SIGNATURE: 

SIGNATURE: 

Countersigned by LA Resident Agent  
Louisiana License No. 207325

Typed name: Warren Perkins

Signature: 

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Louisiana, and the bond shall be countersigned by the resident agent domiciled in and who is licensed to do business in the State of Louisiana.

END OF SECTION

**Power of Attorney**  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Warren PERKINS and Margaret A. LAMERE, both of New Orleans, Louisiana, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed: and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Warren PERKINS, Margaret A. LAMERE, dated May 30, 2003.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 13th day of April, A.D. 2004.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*T. E. Smith*

T. E. Smith

Assistant Secretary

By:

*Paul C. Rogers*

Paul C. Rogers

Vice President

State of Maryland }  
City of Baltimore } ss:

On this 13th day of April, A.D. 2004, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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



*Dennis R. Hayden*

Dennis R. Hayden

Notary Public

My Commission Expires: February 1, 2009

SECTION 00430

QUESTIONNAIRE

The information defined herein shall be furnished by the Bidder as part of its Bid in accordance with Article 17 of the Instructions to Bidders (Section 00100). Separate Questionnaire to be submitted by each member of Joint Venture Bidders. The undersigned warrants the truth and accuracy of all statements and answers herein contained. Failure to complete the Questionnaire in each and every line item, and in its entirety shall render the Bidders proposal non-responsive. Include additional sheets if necessary.

1. Indicate how many years your organization has been in business as a General Contractor. Ninety-nine

2. Describe and give the project name, contract number, completion date, Owner, address, and telephone number of the last project that you completed similar in type, size, and nature as the one proposed:

SP No. #44-05-0004 Route La 323A (La 46-La 39),  
completed May 2008, owner - LDOTD,  
P.O. Box 9180, Bridge City, La. 70096,  
504-437-3100

3. Have you ever failed to complete a contract awarded to you? No. If so, describe where and why:

\_\_\_\_\_  
\_\_\_\_\_

4. Describe in detail, any claims paid or received which occurred in the past five (5) years.

N/A

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Name three contract Owners (individuals or corporations) for which you have performed work and to which you refer (with contact individuals, address and telephone numbers):

- (1) City of New Orleans, Mike Nolan,  
City Hall, New Orleans, La., 504-658-2150
- (2) City of Kenner, Jerry Dillenkotter,  
1905 29<sup>th</sup> St, Kenner, La. 70062, 504-468-7515
- (3) Jefferson Parish, Rodney Jessie,  
1901 Amer Blvd, Metairie, La. 70072, 504-349-5205

6. Have you personally inspected the site of the proposed Work? Yes. Describe any anticipated problems with the site and your proposed solutions:

None

7. Will you Subcontract any part of this Work? No. If so, describe which portions.

8. Identify your intent to use, but not name, Subcontractors for the portions of the Work listed below. Additional information may be required in accordance with the Instructions to Bidders, Article 10.

NA

STRUCTURAL: \_\_\_\_\_

MECHANICAL: \_\_\_\_\_

HVAC: \_\_\_\_\_

ELECTRICAL: \_\_\_\_\_

PLUMBING: \_\_\_\_\_



PAVING: \_\_\_\_\_

STRUCTURAL STEEL: \_\_\_\_\_

GEOTECHNICAL: \_\_\_\_\_

SURVEYING: \_\_\_\_\_

DEWATERING: \_\_\_\_\_

PAINTING: \_\_\_\_\_

OTHER: \_\_\_\_\_

9. Identify all major equipment that you own that is available for the Work:

*Road stabilizer*

*Motor graders*

*Rollers*

*Backhoe*

*Asphalt spreader*

*Power broom*

10. Identify additional major equipment that you will purchase for the Work:

*None*

11. Identify additional major equipment that you will rent for the Work:

*None*

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12. The following is given as a summary of the Financial Statement of the undersigned: (List Assets and Liabilities and use insert sheet if necessary.)

See Attached

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13. State the true and exact, correct, and complete name under which you do business. BIDDER IS:

SOLE PROPRIETORSHIP

\_\_\_\_\_(SEAL)  
(Individual's Signature)

\_\_\_\_\_  
(Individual's Name)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

A PARTNERSHIP

\_\_\_\_\_(SEAL)  
(Partnership Name)

\_\_\_\_\_  
(General Partner's Signature)

\_\_\_\_\_  
(General Partner's Name)

Business address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_

Limited Liability Company

~~A CORPORATION~~

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

Limited Liability Company (Corporation Name)

Louisiana

\_\_\_\_\_  
(State of Incorporation)

By Robert S. Boh

\_\_\_\_\_  
(Name of person authorized to sign)

President and CEO

\_\_\_\_\_  
(Title)

*Robert S Boh*

\_\_\_\_\_  
(Authorized Signature)

Limited Liability Company

~~(Corporate Seal)~~

Attest \_\_\_\_\_

*[Signature]*

Business Address: 730 South Tonti Street, New Orleans, Louisiana 70119

Phone No.: 504/821-2400

14. List the following in connection with the Surety which is providing the Bid Bond:

Surety's Name: Fidelity & Deposit Company of Maryland

Surety's Address: 3910 Keswick Road

Baltimore, Maryland 21211

---

Attn: Thomas Symmes, III

---

Name and address of Surety's resident agent for service of process in Louisiana:

Willis of Louisiana, Inc.

---

650 Poydras Street, Suite 1600

---

New Orleans, Louisiana 70130

---

END OF SECTION

SECTION 00450

SCHEDULE OF SUPPLIERS

The Contract Documents are based upon the equipment or products available from the one or more Suppliers denoted as "A", "B", etc. and as identified in the Specifications. Provisions are made in the Contract Documents for alternative Suppliers whose equipment or product may be deemed equivalent in characteristics, performance, and quality (see Articles 9 and 17 of the Instructions to Bidders and Paragraph 6.7 of the General Conditions). However, the Bidder shall indicate in his Bid which supplier the Bidder intends to use for each item of equipment listed on this form by circling one of the listed suppliers. Should a Bidder fail to circle a named supplier for each item, or if he circles more than one listed supplier, he agrees to provide the item listed as "A."

If the Bidder fails to indicate which listed supplier the Bidder intends to use, the Bidder shall use the supplier listed as "A." If the Bidder circles more than one listed supplier, he shall use the first supplier circled.

SCHEDULE OF SUPPLIERS

BASE BID

NA

Bidder proposes to furnish equipment or materials from the circled Manufacturer or Supplier for each specification item :

<u>ITEM NO.</u>	<u>SPECIFICATION ITEM</u>	<u>EQUIPMENT ITEM OR MATERIAL</u>	<u>MANUFACTURER OR SUPPLIER</u>
1			A. B.
2			A. B.

<u>ITEM NO.</u>	<u>SPECIFICATION ITEM</u>	<u>EQUIPMENT ITEM OR MATERIAL</u>	<u>MANUFACTURER OR SUPPLIER</u>
---------------------	-------------------------------	---------------------------------------	-------------------------------------

Notes

- (1) After receipt of bids, the Contractor may not substitute any Manufacturer or Supplier circled above except as permitted under the Contract Documents. Approval of a Supplier by the Owner shall not waive the requirement for the products furnished by the Manufacturer or Supplier to meet all requirements of the Specifications.
- (2) Similar equipment of the same kind, type or classifications and accessories furnished for various specific equipment shall be the standard product of the same manufacturer and shall be in conformance with Section 01005, Article 1.03(A); i.e., Pumps, Valves, Meters, Controls, etc.

END OF SECTION

SECTION 00480

NON-COLLUSIVE AND NON-SOLICITATION AFFIDAVIT

STATE OF LOUISIANA

ORLEANS

PARISH OF ST. CHARLES

Robert S. Boh

\_\_\_\_\_, being first duly  
(Name of Authorized Representative of Bidder)

sworn, deposes and says that:

- (1) He is the President and CEO of  
(Owner, Partner, Officer, Representative or, Agent)  
Boh Bros. Construction Co., L.L.C., the Bidder, and that  
(Name of Bidder)

the Bidder has submitted the accompanying Bid for the construction of the above Contract, a public project of the Parish of St. Charles, Louisiana;

- (2) He is fully informed respecting the preparation and contents of the Bid and of all pertinent circumstances respecting the Bid;
- (3) The Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract or Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any Bidder, firm, or person to fix the price or prices in the Bid or the Bid of any other Bidder; or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder; or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner, or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees, or parties in interest, including this affidavit;

- (6) That he has employed no one person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he is to receive payment, other than persons regularly employed by him whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for him; and that no part of the contract price to be received by him 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 him whose services in connection with the construction of the public building or project were in the regular course of their duties for him;
- (7) This affidavit is executed in compliance with the provisions of Louisiana Revised Statutes 38:2219.

Bidder Boh Bros. Construction Co., L.L.C.  
By *Robert S Boh*  
Robert S. Boh  
Title President and CEO

Subscribed and sworn to before me

this 14th day of August, 2008 at New Orleans, Louisiana

My commission expires at death

By: *John F. Lipani*  
John F. Lipani, #3975  
SEAL

END OF SECTION



(See Attached)

SECTION 00485

AUTHORITY TO EXECUTE CONTRACT

Limited Liability Company

~~CORPORATE~~ RESOLUTION

A meeting of the Board of Directors of Boh Bros. Construction Co., L.L.C. a  
Limited Liability Company  
~~corporation~~ organized under the laws of the State of Louisiana and domiciled  
in Baton Rouge, LA was held this 1st day of May, 2006 and  
was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted  
by said quorum:

**BE IT RESOLVED**, that Robert S. Boh, President and CEO is  
hereby authorized to submit proposals and execute agreements on behalf of this ~~corporation~~ Limited Liability Company  
Parish of St Charles.

**BE IT FURTHER RESOLVED**, that said authorization and appointment shall remain in full force  
and effect, unless revoked by resolution of this Board of Directors and that said revocation will not  
take effect until the Purchasing Director of the Parish of St. Charles, shall have been furnished a copy  
of said resolution, duly certified.

I, Stephen H. Boh, hereby certify that I am the Secretary of Boh Bros. Construction Co., L.L.C.  
~~a corporation~~ Limited Liability Company created under the laws of the State of Louisiana domiciled in  
Baton Rouge, Louisiana; that the foregoing is a true and exact copy of a resolution adopted by  
a quorum of the Board of Directors of said corporation at a meeting legally called and held  
on the 1st day of May, 2006, as said resolution appears  
of record in the Official Minutes of the Board of Directors in my possession.

This 14th day of August, 2008.

  
\_\_\_\_\_  
**SECRETARY**

Stephen H. Boh, President and CEO

END OF SECTION

**BOH BROS. CONSTRUCTION CO., L.L.C.**

The following is extracted from the minutes of the meeting of the Board of Directors of Boh Bros. Construction Co., L.L.C., held on the 1st day of May, 2006:

"The President noted it was appropriate to re-enact a resolution authorizing signatures on bids, proposals, and other documents on behalf of the Company. Accordingly, on motion duly made and seconded, the following resolution was adopted unanimously:

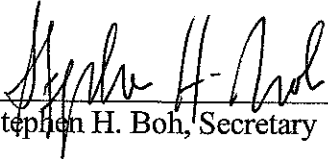
RESOLVED, that the following individuals, or any one of them, be, and they are hereby, authorized and empowered to act on behalf of the Company in the signing of all bids and proposals, contracts and other agreements, labor authorizations and agreements, and in general any and all undertakings in the name of the Company, with full power and discretion; it is further

RESOLVED, that the authority granted them is general and continuing without limitation of any kind or nature: Robert H. Boh, Robert S. Boh, Stephen H. Boh, John F. Lipani, and Michael G. Cullen, Jr."

This authorization has not been revoked, modified, or rescinded and is in full force and effect.

Certified a True and Correct Copy

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

  
Stephen H. Boh, Secretary

Date: August 14, 2008



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

**Main Office**

New Orleans, Louisiana  
 730 South Tonti Street  
 New Orleans, LA 70119  
 P.O. Drawer 53266  
 New Orleans, LA 70153  
 Phone: 504-821-2400  
 Fax: 504-821-0714  
 Contacts: Tom Cronin, Industrial Development  
 Tom Budelman, Project Development

**Branch Office**

Baton Rouge, Louisiana  
 P.O. Box 14239, Baton Rouge, LA 70898  
 12203 Airline Highway, SE Station,  
 Baton Rouge, LA 70817  
 Phone: 225-753-0100  
 Fax: 225-753-0109  
 Contact: Michael G. Cullen, Vice President

**Statistics**

**Founded**

1909. Under present management since 1909

**Financial**

Balance sheet furnished upon request  
 New worth: 2008- \$120 million

**Insurance**

Sample insurance certificate furnished upon request

**Organized**

State of Louisiana

**Banking**

Capital One  
 313 Carondelet Street  
 New Orleans, LA 70130  
 Contact: Mr. David Maheu  
 504-533-5396

**Licensed General Contractor**

Louisiana License #2179  
 Alabama License #20926  
 Arkansas License #0021970402  
 Florida License #CG-C046547  
 Georgia License #2-B0-10  
 Mississippi License #02428  
 Texas License #07010022

**Personnel**

Office staff: 150  
 Engineers and Supervisors: 150  
 Crafts: 1,300

**Bonding**

Fidelity & Deposit Company of Maryland  
 650 Poydras Street, Suite 1200  
 New Orleans, LA 70130  
 Contact: Mr. Thomas H. Symmes  
 504-565-4600  
 Bond Limit: None established

**Safety-EMR Multiplier**

2007: .84  
 2006: .85  
 2005: .80

**Volume**

2007: \$424 million  
 2006: \$456 million  
 2005: \$361 million  
 Project size: \$5,000 to \$300 million

**Dun & Bradstreet**

Rating: 5A-1  
 D&B#: 00-694-7386

**Boh Bros. Officers and Management**

Officers	Title	With Boh Since
Robert H. Boh.....	Chairman of the Board.....	1955
Robert S. Boh.....	President and Chief Executive Officer.....	1981
Stephen H. Boh.....	Vice President, Secretary/Treasurer.....	1989
Ralph W. Junius.....	Vice Chairman of the Board.....	1947
G. Arthur Seaver, III.....	Senior Vice President - Operations.....	1972
Barry J. Esquivel.....	Vice President - Paving Department.....	1972
Dale C. Biggers.....	Vice President - Piling and Marine Department.....	1968
Michael G. Cullen, Jr. ....	Vice President - Baton Rouge Operations.....	1970
Ed Scheuermann.....	Vice President - Heavy Construction.....	1987
J.C. Ryan.....	Vice President - Equipment Department.....	1975
John F. Lipani.....	Vice President - Legal.....	1968
Warren C. Perkins, Jr. ....	Vice President - Risk Management.....	1986
Bill Brundige.....	Division Manager - Pipe.....	1989
Don C. Lipani .....	Division Manager - Northshore Operations.....	1971
Thomas P. Cronin.....	Industrial Development.....	2000

COMBINED BALANCE SHEET - BOH BROS. CONSTRUCTION CO., L.L.C. AND BOH COMPANY, L.L.C.

12/31/06

ASSETS

Current assets:	
Cash and cash equivalents	\$43,083,193
Accounts receivable:	
Completed contracts (incl. retentions: \$610,413)	7,825,659
Uncompleted contracts:	
Progress billings	65,404,026
Retentions	<u>16,309,609</u>
	89,539,294
Est. rev. earned in excess of billings on uncompleted contracts	18,135,118
Inventory, at lower of cost (first-in, first-out method) or market	8,736,087
Securities held to maturity	12,437,518
Prepaid expenses and other current assets	4,084,289
Due from affiliates	<u>6,845,318</u>
<b>TOTAL CURRENT ASSETS</b>	<b>182,860,817</b>
Investments and other assets:	
Securities held to maturity	8,760,354
Cash surrender value of life insurance	23,863,468
Other assets	7,022,698
Investments in partnerships	<u>815,998</u>
	40,462,518
Property, plant and equipment, at cost:	
Land	5,419,030
Buildings	7,593,702
Machinery and equipment	95,799,385
Automobiles and trucks	15,264,238
Furniture and fixtures	4,184,549
Leasehold improvements	<u>611,915</u>
	128,872,819
Less accumulated depreciation and amortization	<u>69,920,807</u>
	58,952,012
<b>TOTAL ASSETS</b>	<b>\$282,275,347</b>

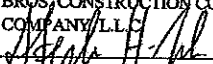
LIABILITIES AND EQUITY

Current liabilities:	
Trade accts. payable (incl. amts. due subs: \$21,468,003)	\$49,092,401
Accrued expenses	3,295,897
Accrued bonuses	11,345,000
Dividends payable	6,635,000
Billings in excess of est. revenues earned on uncompleted contracts	28,121,173
Current portion of long-term debt	<u>3,317,031</u>
<b>TOTAL CURRENT LIABILITIES</b>	<b>101,806,502</b>
Deferred compensation	22,298,943
Long-term debt, less current portion	10,638,943
Accrued expenses	30,062,512
Total members' equity	<u>117,469,267</u>
<b>TOTAL LIABILITIES AND MEMBERS' EQUITY</b>	<b>\$282,275,347</b>

The foregoing balance sheet was taken from the books,  
and is true and correct to the best of our knowledge.

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

BOH COMPANY, L.L.C.

  
Stephen H. Boh, Secretary-Treasurer

# **BOH BROS. CONSTRUCTION CO., L.L.C.**

GENERAL CONTRACTORS

SINCE 1909

LA. LICENSE NO. 2179



730 S. TONTI STREET  
P. O. DRAWER 53266  
NEW ORLEANS, LA. 70153  
PHONE 504/821-2400  
FAX 504/821-0714

## **Chairman of the Board**

Robert H. Boh  
730 South Tonti Street  
New Orleans, LA 70119

## **President and Chief Executive Officer**

Robert S. Boh  
730 South Tonti Street  
New Orleans, LA 70119

## **Vice President and Secretary-Treasurer**

Stephen H. Boh  
730 South Tonti Street  
New Orleans, LA 70119

## **Vice President Operations**

G. Arthur Seaver, III  
730 South Tonti Street  
New Orleans, LA 70119

## **Vice President and General Counsel**

John F. Lipani  
730 South Tonti Street  
New Orleans, LA 70119

## **Vice Chairman of the Board**

Ralph W. Junius  
730 South Tonti Street  
New Orleans, LA 70119

## **Vice President – Paving Department**

Barry J. Esquivel  
730 South Tonti Street  
New Orleans, LA 70119

## **Vice President**

Michael G. Cullen, Jr.  
730 South Tonti Street  
New Orleans, LA 70119

## **Vice President Piling Department**

Dale C. Biggers  
730 South Tonti Street  
New Orleans, LA 70119

## **Vice President and Risk Manager**

Warren C. Perkins, Jr.  
730 South Tonti Street  
New Orleans, LA 70119

## **Vice President**

John C. Ryan  
730 South Tonti Street  
New Orleans, LA 70119

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE  
9-28-2007

**PRODUCER** 877-945-7378  
  
Willis North America, Inc.  
26 Century Blvd.  
P. O. Box 305191  
Nashville, TN 372305191

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED** Boh Bros. Construction Co., L.L.C.  
P. O. Drawer 53266  
New Orleans, LA 70153

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Illinois National Insurance Company	23817-002
INSURER B: American Home Assurance Company	19380-001
INSURER C: American International Specialty Lines In	26883-001
INSURER D:	
INSURER E:	

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

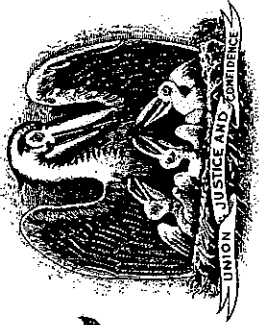
INSR ADD'L LTR INSRG	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	GL 1617161	10/01/2007	10/01/2008	EACH OCCURRENCE \$ 2,000,000
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	GL1617162			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	CA8262859	10/01/2007	10/01/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
C	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	BE4943914	10/01/2007	10/01/2008	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$ \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	WC1593500			<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	WC1593501			E.L. EACH ACCIDENT \$ 1,000,000
B	If yes, describe under SPECIAL PROVISIONS below	WC1593502			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS  
Sample  
  
Workers' Compensation policies include the following extensions of coverage:  
Longshoremen's and Harbor Workers' Act and/or Outer Continental Shelf Act and/or Jones Act and/or Death on the High Seas Act and/ or Voluntary Compensation (Maritime) including Transportation, Wages, Maintenance & Cure.

**CERTIFICATE HOLDER**  
  
Evidence of Insurance

**CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE Willis North America, Inc.  
*Janey McNeill*

# State of Louisiana

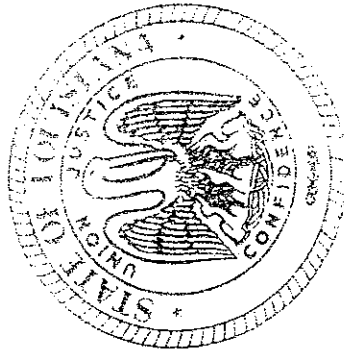


## State Licensing Board for Contractors

This is to Certify that: BOH BROS. CONSTRUCTION CO., L.L.C.  
P.O. Drawer 53266  
New Orleans, LA 701153

# 2008

is duly licensed and entitled to practice the following classifications  
BUILDING CONSTRUCTION; ELECTRICAL WORK (RESTRICTED); HIGHWAY CONSTRUCTION;  
HIGHWAY, STREET AND BRIDGE CONSTRUCTION; MECHANICAL WORK (RESTRICTED);  
MUNICIPAL AND PUBLIC WORKS CONSTRUCTION; SPECIALTY HAZARDOUS WASTE TREATMENT  
OR REMOVAL



until December 31, 2008, when this certificate expires.  
Witness our hand and seal of the Board dated,  
Baton Rouge, La. 1st day of January 2008.

*Charles S. Murrell*  
DIRECTOR

*Boe Tall*  
CHAIRMAN

This License Is Not Transferable *Donald H. Spink*  
SECRETARY-TREASURER

No. 2179