

Ord.

2015-0477

**INTRODUCED BY: V.J. ST. PIERRE, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. 16-1-11

An ordinance to approve and authorize the execution of a contract with Barriere Construction Co., LLC for the construction of the H.010843 Ormond Boulevard Pavement Rehabilitation in the amount of \$1,648,790.42.

WHEREAS, sealed bids was received by Louisiana Department of Transportation and Development (LaDOTD) on October 14, 2015 for the H.010843 Ormond Boulevard Pavement Rehabilitation; and,

WHEREAS, the low bidder, Barrier Construction Co., LLC submitted a bid of \$1,648,790.42 and has been accepted by St. Charles Parish; and,

WHEREAS, it is necessary that the St. Charles Parish Council by virtue of this ordinance give authority to execute this contract to the Parish President.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Barriere Construction Co., LLC for the construction of the H.010843 Ormond Boulevard Pavement Rehabilitation, is hereby approved and accepted, in the amount of \$1,648,790.42.

SECTION II. That the Parish President is hereby authorized to execute said contract documents in accordance to LaDOTD policies on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 12th day of January, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *W. Benedetto*
 SECRETARY: *[Signature]*
 DLVD/PARISH PRESIDENT: *[Signature]*
 APPROVED: *[Signature]* DISAPPROVED: _____
 PARISH PRESIDENT: *[Signature]*
 RETD/SECRETARY: *[Signature]*
 AT: *2:00pm* RECD BY: *[Signature]*

RECORDED IN THE ST. CHARLES PARISH
 CLERK OF COURT OFFICE
 ON February 3, 2016
 AS ENTRY NO. 412367
 IN MORTGAGE/CONVEYANCE BOOK
 NO. 1652 FOLIO 660

REFERENCE

ORD. 16-8-6

Jason T. Mahood
Checked by: 11/06/2015 Date

**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT**



**CONTRACT
FOR**

PARISH OF ST. CHARLES

FEDERAL AID PROJECT

**STATE PROJECT NO. H.010843
ORMOND BLVD. PAVEMENT REHAB
ST. CHARLES PARISH**

**STATE OF LOUISIANA
PARISH OF ST. CHARLES
CONTRACT**

This agreement is made and executed in two (2) originals, between the Parish of St. Charles, acting through the Parish President, hereafter designated as the "Contracting Agency," and Barriere Construction Co., L.L.C., hereafter designated as the "Contractor."

The Louisiana Department of Transportation and Development, hereafter designated as "Department" did advertise for, receive and accept a bid from the Contractor for work on a construction project for the Contracting Agency identified as,

DBE GOAL PROJECT

STATE PROJECT NO. H.010843

FEDERAL AID PROJECT NO. H010843

DESCRIPTION: ORMOND BLVD. PAVEMENT REHAB

PARISH: ST. CHARLES

LENGTH: 3.000 miles.

TYPE: COLD PLANING ASPHALTIC CONCRETE, PAVEMENT PATCHING, FULL DEPTH PATCHING OF JOINTED CONCRETE PAVEMENT, SUPERPAVE ASPHALTIC CONCRETE OVERLAY AND RELATED WORK.

LIMITS: State Project No. H.010843: LOCATED ON ORMOND BOULEVARD FROM ITS JUNCTION WITH ROUTE LA 48 TO ITS JUNCTION WITH ROUTE US 61.

The Contractor's submission is evidenced by a copy of the "Vendor's Bid Information Sheet" incorporated herein as part of the Contract Documents defined hereafter.

In consideration of the agreements herein contained, to be performed by the parties hereto and of the payments hereafter agreed to be made, it is mutually agreed by both parties that:

CONTRACT DOCUMENTS

The contract consists of the "Contract Documents" including but not limited to the following:

- a. Agreement (This Instrument)
- b. Vendor's Bid Information Sheet
- c. Louisiana Standard Specifications for Roads and Bridges, 2006 Edition (hereafter referred to as "2006 Standard Specifications")
- d. Construction Proposal (Notice to Contractors, Required Federal Aid Construction Contract Provisions, Required Federal Aid DBE Participation Contract Provisions, Special Provisions, Supplemental Specifications, Schedule of Items)
- e. Plans
- f. Plan revisions
- g. Three (3) Addenda made or issued prior to receipt of bids
- h. Payment, Performance, and Retainage Bonds or Retainage Agreement.

For these purposes, all of the provisions contained in the listed Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full. The Contract Documents are kept in the official file at the Contracting Agency together with the acknowledgment of receipt correspondence signed by the Contractor.

**STATE OF LOUISIANA
PARISH OF ST. CHARLES
CONTRACT**

INTENT OF CONTRACT

In accordance with the 2006 Standard Specifications and the Contract Documents, the Contractor agrees to the terms and requirements for the intent of the contract to provide all materials, equipment and labor and perform the work required to complete the project in a thorough and workmanlike manner, to the satisfaction of the appropriate official of the Contracting Agency.

CONTRACT AMOUNT

The Contractor did submit as advertised with his (her) bid, a dollar value amount for each of the items designated in the construction proposal on the "Schedule of Items" and that the "Schedule of Items," attached hereto and incorporated herein as part of the Contract Documents, submitted by the contractor, establish that the total contract amount for this project is **ONE MILLION SIX HUNDRED FORTY-EIGHT THOUSAND SEVEN HUNDRED NINETY AND 42/100 DOLLARS (\$1,648,790.42)** as obtained by a summation of the product of the unit bid price submitted by the contractor for each item multiplied by the item quantity as estimated by the Department. The Contractor agrees to accept and the Contracting Agency agrees to pay for the work at the prices stipulated in this contract in lawful money of the United States in a timely manner as set forth in the 2006 Standard Specifications.

PARTICIPATION IN PAYMENT ADJUSTMENT (ASPHALT CEMENT AND FUELS) STATEMENT

In accordance with electronic bid documents, the contractor has elected to be subject to the Payment Adjustment Provision (Asphalt Cement and Fuels) as contained in the construction proposal.

CONTRACT TIME

The entire contract shall be completed in all details and ready for final acceptance within **seventy (70) working days**. Performance of work on this contract shall begin on the date stipulated in the "Notice to Proceed" and shall be completed within the time specified in the Contract Documents, subject to such extensions as may be authorized.

ALTERATION OF CONTRACT

In accordance with the 2006 Standard Specifications and the Contract Documents, the Contractor agrees to the terms and requirements for alteration of the contract.

STIPULATED DAMAGES

Contractor agrees to the assessment of Stipulated Damages as provided in the Subsection 108.08 of the 2006 Standard Specifications as amended by the Contract Documents.

DAMAGE CLAIMS

Contractor acknowledges that he/she has reviewed and understands Subsection 107.17 of the 2006 Standard Specifications and specifically agrees to be bound by the terms and conditions thereof.

JOINT EFFORT

This Agreement shall be deemed for all purposes prepared by the joint efforts of the parties hereto and shall not be construed against one party or the other as a result of the preparation, drafting, submittal or other event of negotiation, drafting or execution of the Agreement.

STATE OF LOUISIANA
PARISH OF ST. CHARLES
CONTRACT FOR STATE PROJECT NO. H.010843

This contract shall become effective on the date all parties hereto have signed the same.

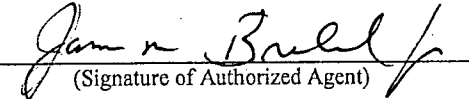
In witness whereof, the Contracting Agency, and the Contractor, has also hereunto subscribed their name.

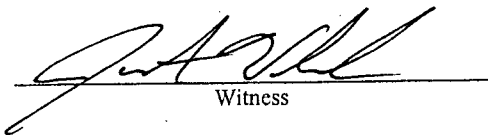
BARRIERE CONSTRUCTION CO., L.L.C.
CONTRACTOR

61-0624047

(Federal Identification Number)


Witness

By: 
(Signature of Authorized Agent)


Witness

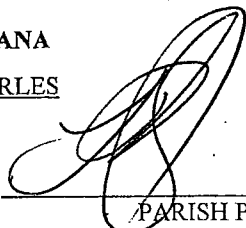
11-23-15

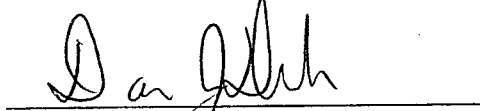
(Date)

James M. Breland Jr. - Division Manager
Typed or Printed Name and Title

STATE OF LOUISIANA
PARISH OF ST. CHARLES


Witness

By: 
PARISH PRESIDENT


Witness

1/14/16
(Date)

Vendor 1 of 5: Barriere Construction Co., LLC (06276002)
Call Order 002 (Proposal: H.010843.6)

Bid Information

Proposal County: St. Charles
Vendor Address: 1 Galleria Blvd
Suite 1650
Metairie, LA, 70001
Signature Check: Bert_A_Wilson_06276002
Time Bid Received: October 13, 2015 06:10 PM
Amendment Count: 1

Bid Checksum: CF3B3CAC
Bid Total: \$1,648,790.42
Items Total: \$1,648,790.42
Time Total: \$0.00

Bidding Errors:
None.

Vendor 1 of 5: Barriere Construction Co., LLC (06276002)
Call Order 002 (Proposal: H.010843.6)

Bid Bond Information

Projects:	Bond Maximum:
Counties:	State of Incorporation:
Bond ID: SLA15680652	Agency Execution Date:
Paid by Check: No	Surety Name: surety2000
Bond Percent:	Bond Agency Name:

**FORM CS-6AAA
BIDDERS ASSURANCE DBE PARTICIPATION**

S.P.#	H:010843.6	Contract Amount: \$	1,648,790.42
F.A.P.#	H010843	DBE Goal Percentage:	7.00
Letting Date:	10/14/2015	DBE Goal Dollar Value: \$	115,415.33

By its signature affixed hereto, the contractor assures the DOTD that one of the following situations exists (check only one box):

- The Project goal will be met or exceeded.
 A portion of the project goal can be met, as indicated below. Good faith effort documentation is attached.
 DBE Goal Participation Amount _____ % \$ _____

The contractor certifies that each firm listed is currently on the DBE list as maintained by DOTD and is certified for the items of work shown on the attachment(s). The contractor having assured that the goal for DBE participation prescribed in the special provisions will be met or exceeded, or that the portion of the DBE goal will be met or exceeded, attests that negotiations are in progress or complete and that a subcontract(s) will be executed with the firm(s) listed below within 60 calendar days after award of contract.

NAME OF DBE FIRMS(S)	INTENDED SUBCONTRACT PRICE*
SOUTHERN SYNERGY, L.L.C.	163,634.50
<input type="checkbox"/> Additional Firms	PAGE TOTAL \$ 163,634.50

*For supplier list only the value of the subcontract that can be credited toward the DBE goal. This amount shall be equal to the amount shown for the supplier on the Attachment to Form CS-6AAA. Details are listed on the attachment(s) to Form CS-6AAA.

The contractor assessed the capability and availability of named firm(s) and sees no impediment to prevent award of subcontract(s) as described on the attachments.

The contractor shall evaluate the subcontract work or services actually performed by the DBE to ensure that a commercially useful function is being served in accordance with the Required Contract Provisions for DBE Participation in Federal Aid Construction Contracts. The contractor understands that no credit toward the DBE goal will be allowed for a DBE that does not perform a commercially useful function.

NAME OF CONTRACTOR	BARRIERE CONSTRUCTION CO., LLC
AUTHORIZED SIGNATURE	<i>Dawn D'Angelo</i>
TYPED OR PRINTED	Dawn D'Angelo
TITLE	Project Manager
CONTRACTOR'S DBE LIAISON OFFICER	Dawn D'Angelo
(typed or printed name)	
PHONE NUMBER	985-331-3548
DATE	10/21/15
TAX ID#	610624047

DOTD OFFICE USE ONLY	<input checked="" type="checkbox"/> DBE	<input type="checkbox"/> SBE	REQUIREMENTS MET
	SIGNATURE _____		DATE _____

ATTACHMENT TO FORM CS-6AAA

S.P.#	H.010843.6	F.A.P.#	H010843
NAME OF DBE: SOUTHERN SYNERGY, L. L. C.			
PHONE#	985-359-9953	CONTACT PERSON: NGUYEN, LAM	

Fully describe the work to be performed (furnish materials and install, labor only, supply only, manufacture, hauling, etc.) quantity, unit price, and dollar value for each item to be subcontracted to the DBE listed below.

ITEM NO.	DESCRIPTION OF WORK & ITEM	QUANTITY	UNIT PRICE	\$ VALUE	
713-02-00500	F&I, TEMPORARY PAVEMENT MARKINGS (24" WIDTH)	135.000	1.00	135.00	
713-03-02000	F&I, TEMPORARY PAVEMENT MARKINGS (BROKEN LINE) (4" WIDTH) (10FT L)	0.220	500.00	110.00	
713-04-01000	F&I, TEMPORARY PAVEMENT MARKINGS (SOLID LINE) (4" WIDTH)	16,682	625.00	10,427.50	
713-05-00100	F&I, TEMPORARY PAVEMENT LEGENDS & SYMBOLS (ARROW)	8,000	50.00	400.00	
713-05-00300	F&I, TEMPORARY PAVEMENT LEGENDS & SYMBOLS (ONLY)	4,000	45.00	180.00	
713-05-00400	F&I, TEMPORARY PAVEMENT LEGENDS & SYMBOLS (RR CROSSING)	7,000	80.00	560.00	
727-01-00100	MOBILIZATION, MOBILIZATION	1,000	5,000.00	5,000.00	
731-02-00100	F&I, REFLECTORIZED RAISED PAVEMENT MARKERS	71,000	50.00	3,550.00	
732-04-02000	F&I, PLASTIC PAVEMENT STRIPING (4" WIDTH) (THERMOPLASTIC 125 MIL)	16,500.000	1.25	20,625.00	
732-01-02040	F&I, PLASTIC PAVEMENT STRIPING (8" WIDTH) (THERMOPLASTIC 125 MIL)	330,000	5.00	1,650.00	
<input checked="" type="checkbox"/> Additional Items				ITEMS PAGE TOTAL \$	\$42,637.50

Describe the types of assistance, if any, the contractor will provide to any DBE on this project.

None

The contractor and DBE subcontractor attest that a subcontract will be executed for the items of work listed above. The contractor acknowledges that it will only receive credit toward the DBE goal if the subcontractor performs a commercially useful function. The DBE understands that it is responsible for performing a commercially useful function.

DBE CONTRACTOR'S SIGNATURE		<i>Lam Nguyen</i>
TYPED OR PRINTED NAME		Lam Nguyen
TITLE		Ces
DATE	10/20/15	TAX ID# 280341482
PRIME CONTRACTOR'S SIGNATURE		<i>Dawn D'Angelo</i>
TYPED OR PRINTED NAME		Dawn D'Angelo
TITLE		Sr Project Manager
DATE	10/21/15	

ATTACHMENT TO FORM CS-6AAA (con't)

S.P.#	H010843.6	F.A.P.#	H010843
NAME OF DBE: SOUTHERN SYNERGY, L.L.C.			
PHONE#	985-359-9953	CONTACT PERSON: NGUYEN LAM	

ITEM NO.	DESCRIPTION OF WORK & ITEM	QUANTITY	UNIT PRICE	\$ VALUE
732-01-02080	F&I PLASTIC PAVEMENT STRIPING (24" WIDTH) (THERMOPLASTIC 125 MIL)	135.000	20.00	2,700.00
732-02-02000	F&I PLASTIC PAVEMENT STRIPING (SOLID LINE) (4" WIDTH) (THERMOPLA)	11.340	5,500.00	59,690.00
732-02-02020	F&I PLASTIC PAVEMENT STRIPING (SOLID LINE) (6" WIDTH) (THERMOPLA)	5.344	6,000.00	32,064.00
732-03-02000	F&I PLASTIC PAVEMENT STRIPING (BROKEN LINE) (4" WIDTH) (THERMOPL)	0.158	2,500.00	395.00
732-03-02010	F&I PLASTIC PVMT STRIP (DOTTED LINE) (4" W) (2 FT L) (THERMO 90 MIL)	0.333	3,000.00	999.00
732-03-02020	F&I PLASTIC PAVEMENT STRIPING (BROKEN LINE) (6" WIDTH) (THERMOPL)	0.333	3,000.00	999.00
732-04-01080	F&I PLASTIC PAVEMENT LEGENDS AND SYMBOLS (ARROW - LEFT TURN)	7.000	300.00	2,100.00
732-04-01100	F&I PLASTIC PAVEMENT LEGENDS AND SYMBOLS (ARROW - RIGHT TURN)	3.000	300.00	900.00
732-04-02000	F&I PLASTIC PAVEMENT LEGENDS AND SYMBOLS (BICYCLE)	39.000	500.00	19,500.00
732-04-15020	F&I PLASTIC PAVEMENT LEGENDS AND SYMBOLS (ONLY)	4.000	350.00	1,400.00
732-04-18000	F&I PLASTIC PAVEMENT LEGENDS AND SYMBOLS (RR CROSSING)	7.000	750.00	5,250.00
732-05-00100	F&I REMOVAL OF EXISTING MARKINGS	2.000	7,500.00	15,000.00
<input checked="" type="checkbox"/> Additional Items		ITEMS PAGE TOTAL \$		\$120,997.00



LOUISIANA DEPARTMENT OF
TRANSPORTATION & DEVELOPMENT

10/15/2015

Contract Schedule

Page 1 of 4

Contract ID: H.010843.6

Project(s): H.010843.6

Awarded Vendor: 06276002

Barriere Construction Co., LLC

SECTION 1

General Items

\$1,648,790.42

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0001	502-01-00100 Superpave Asphaltic Concrete	6,280.000 TON	75.00		471,000.00	
0002	502-01-00200 Superpave Asphaltic Concrete, Drives, Turnouts and Miscellaneous	395.000 TON	75.00		29,625.00	
0003	509-01-00100 Cold Planing Asphaltic Pavement	60,680.000 SQYD	1.00		60,680.00	
0004	509-02-00100 Contractor Retained Reclaimed Asphaltic Pavement	2,528.330 CUYD	1.00		2,528.33	
0005	510-01-00200 Pavement Patching (12" Minimum Thickness)	1,530.000 SQYD	50.00		76,500.00	
0006	602-05-03040 Full Depth Patching of Jointed Concrete Pavement (48.1 square yards and over) (6" Thick)	567.000 SQYD	85.00		48,195.00	
0007	602-05-03120 Full Depth Patching of Jointed Concrete Pavement (48.1 square yards and over) (8" Thick)	136.000 SQYD	95.00		12,920.00	
0008	602-05-03160 Full Depth Patching of Jointed Concrete Pavement (48.1 square yards and over) (9" Thick)	2,080.000 SQYD	100.00		208,000.00	
0009	707-01-00200 Concrete Curb (Barrier)	2,684.000 LNFT	12.00		32,208.00	
0010	707-01-00300 Concrete Curb (Mountable)	580.000 LNFT	12.00		6,960.00	
0011	713-01-00100 Temporary Signs and Barricades	LUMP SUM			85,000.00	



LOUISIANA DEPARTMENT OF
TRANSPORTATION & DEVELOPMENT

10/15/2015

Contract Schedule

Page 2 of 4

Contract ID: H.010843.6

Project(s): H.010843.6

Awarded Vendor: 06276002

Barriere Construction Co., LLC

SECTION 1

General Items

\$1,648,790.42

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0012	713-02-00500 Temporary Pavement Markings (24" Width)	135.000 LNFT	0.75		101.25	
0013	713-03-02000 Temporary Pavement Markings (Broken Line) (4" Width) (10' Length)	0.220 MILE	500.00		110.00	
0014	713-04-01000 Temporary Pavement Markings (Solid Line) (4" Width)	16.684 MILE	300.00		5,005.20	
0015	713-05-00100 Temporary Pavement Legends & Symbols (Arrow)	8.000 EACH	50.00		400.00	
0016	713-05-00300 Temporary Pavement Legends & Symbols (ONLY)	4.000 EACH	45.00		180.00	
0017	713-05-00400 Temporary Pavement Legends & Symbols (RR Crossing)	7.000 EACH	80.00		560.00	
0018	714-01-00100 Slab Sodding (Bermuda Grass)	750.000 SQYD	7.00		5,250.00	
0019	727-01-00100 Mobilization	LUMP SUM			150,000.00	
0020	731-02-00100 Reflectorized Raised Pavement Markers	71.000 EACH	50.00		3,550.00	
0021	732-01-02000 Plastic Pavement Striping (4" Width) (Thermoplastic 125 mil)	16,500.000 LNFT	1.30		21,450.00	
0022	732-01-02040 Plastic Pavement Striping (8" Width) (Thermoplastic 125 mil)	330.000 LNFT	5.75		1,897.50	



LOUISIANA DEPARTMENT OF
TRANSPORTATION & DEVELOPMENT

10/15/2015

Contract Schedule

Page 3 of 4

Contract ID: H.010843.6

Project(s): H.010843.6

Awarded Vendor: 06276002

Barriere Construction Co., LLC

SECTION 1

General Items

\$1,648,790.42

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0023	732-01-02080 Plastic Pavement Striping (24" Width) (Thermoplastic 125 mil)	135.000 LNFT	22.00		2,970.00	
0024	732-02-02000 Plastic Pavement Striping (Solid Line) (4" Width) (Thermoplastic 90 mil)	11.340 MILE	3,800.00		43,092.00	
0025	732-02-02020 Plastic Pavement Striping (Solid Line) (6" Width) (Thermoplastic 90 mil)	5.344 MILE	6,000.00		32,064.00	
0026	732-03-02000 Plastic Pavement Striping (Broken Line) (4" Width) (Thermoplastic 90 mil)	0.158 MILE	2,600.00		410.80	
0027	732-03-02010 Plastic Pvmt Strip (Dotted Line)(4" W)(2' L)(Thermo 90 mil)	0.333 MILE	3,000.00		999.00	
0028	732-03-02020 Plastic Pavement Striping (Broken Line) (6" Width) (Thermoplastic 90 mil)	0.333 MILE	3,000.00		999.00	
0029	732-04-01080 Plastic Pavement Legends and Symbols (Arrow - Left Turn)	7.000 EACH	300.00		2,100.00	
0030	732-04-01100 Plastic Pavement Legends and Symbols (Arrow - Right Turn)	3.000 EACH	350.00		1,050.00	
0031	732-04-02000 Plastic Pavement Legends and Symbols (Bicycle)	39.000 EACH	500.00		19,500.00	
0032	732-04-15020 Plastic Pavement Legends and Symbols (ONLY)	4.000 EACH	200.00		800.00	



LOUISIANA DEPARTMENT OF
TRANSPORTATION & DEVELOPMENT

10/15/2015

Contract Schedule

Page 4 of 4

Contract ID: H.010843.6

Project(s): H.010843.6

Awarded Vendor: 06276002

Barriere Construction Co., LLC

\$1,648,790.42

SECTION 1 General Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0033	732-04-18000 Plastic Pavement Legends and Symbols (RR Crossing)	7.000 EACH	750.00		5,250.00	
0034	732-05-00100 Removal of Existing Markings	2.000 MILE	7,500.00		15,000.00	
0035	740-01-00100 Construction Layout	LUMP SUM			50,000.00	
0036	NS-500-00360 Saw Cutting Asphaltic Concrete Pavement Over Portland Cement Concrete Composite Pavement	33,770.000 LINE	0.10		3,377.00	
0037	602-05-02040 Full Depth Patching of Jointed Concrete Pavement (16.1 square yards to 48.0 square yards) (6" Thick)	216.000 SQYD	100.00		21,600.00	
0038	602-05-02120 Full Depth Patching of Jointed Concrete Pavement (16.1 square yards to 48.0 square yards) (8" Thick)	361.000 SQYD	115.00		41,515.00	
0039	602-05-02160 Full Depth Patching of Jointed Concrete Pavement (16.1 square yards to 48.0 square yards) (9" Thick)	1,528.000 SQYD	125.00		191,000.00	
Total Bid:						\$1,648,790.42

STATE OF LOUISIANA
PAYMENT, PERFORMANCE, AND RETAINAGE BONDS

Be it known that **Barriere Construction Co., L.L.C.**, as Principal, and
Federal Insurance Company

_____, as Surety(ies), authorized to do
business in Louisiana, hereby bind themselves, in solido, to the Parish of St. Charles, and other potential claimants,
for all obligations incurred by the Principal under its contract for the construction of **STATE PROJECT NO.
H.010843, FEDERAL AID PROJECT NO. H010843, DESCRIPTION: ORMOND BLVD. PAVEMENT
REHAB, PARISH: ST. CHARLES**, in the full contract amount of **ONE MILLION SIX HUNDRED FORTY-
EIGHT THOUSAND SEVEN HUNDRED NINETY AND 42/100 DOLLARS (\$1,648,790.42)**. The obligations
of the Principal and Surety(ies) under these payment, performance, and retainage bonds shall continue in full force
and effect until all materials, equipment, and labor have been provided, AND all requirements contained in the
contract, plans, and specifications have been completed in a timely, thorough, and workmanlike manner. The parties
acknowledge that these bonds are given under the provisions and limitations contained in La. R.S. 48:250 et seq.

By this instrument(s), the Principal and Surety(ies) specifically bind themselves, their heirs, successors, and assigns,
in solido, under the following bonds:

PAYMENT BOND. To the Parish of St. Charles, and all "Claimants," as defined in La. R.S. 48:256.5 in
the full contract amount of **ONE MILLION SIX HUNDRED FORTY-EIGHT THOUSAND SEVEN
HUNDRED NINETY AND 42/100 DOLLARS (\$1,648,790.42)**, in order to secure the full and timely claims
under the project. The parties agree this bond is statutory in nature and governed by La. R.S. 48:256.3.
Claims pursuant to La. R.S. 48:256.3 shall be delivered to the Contracting Officer of the Contracting Agency.

PERFORMANCE BOND. To the Parish of St. Charles, in the full contract amount of **ONE MILLION
SIX HUNDRED FORTY-EIGHT THOUSAND SEVEN HUNDRED NINETY AND 42/100 DOLLARS
(\$1,648,790.42)**, in order to secure the full and faithful performance and timely completion of the project
according to its plans and specifications, inclusive of overpayments to the contractor and stipulated damages
as assessed.

RETAINAGE BOND. To the Parish of St. Charles, in the full sum of **EIGHTY-TWO THOUSAND
FOUR HUNDRED THIRTY-NINE AND 52/100 DOLLARS (\$82,439.52)**, five percent (5%) of the
contract amount, in lieu of the sums required to be withheld from progress payments under La. R.S. 48:256.1,
inclusive of overpayments to the contractor and stipulated damages as assessed.

CONTRACTOR OPTION: RETAINAGE
I, Principal, elect to exercise my option to have five percent retainage withheld from all payments in lieu of
the above retainage bond.
By: _____
Principal

**STATE OF LOUISIANA
PAYMENT, PERFORMANCE, AND RETAINAGE BONDS**

In witness whereof we have signed this instrument as dated.

Sandra Legendre
Witness
J. Hernandez
Witness

BARRIERE CONSTRUCTION CO., L.L.C.
By James M. Breland Jr.
Principal
James M. Breland Jr. - Division Manager
Typed or Printed Name and Title

11-23-15
Date

Federal Insurance Company
Surety

Clairie Parcell
Witness
J. Hernandez
Witness

By Melanie Stern
Attorney-in-Fact (Seal)
Melanie Stern, Attorney-in-Fact
Typed or Printed Name

11-23-15
Date

Surety

Witness

Witness

By _____
Attorney-in-Fact (Seal)

Typed or Printed Name

Date

A copy of the contract and subsequent correspondence/communication from LA DOTD or the contracting agency with respect to the contract bonds should be directed to:	
(FOR SURETY 1)	(FOR SURETY 2)
<u>Cory, Tucker & Larrowe, Inc.</u> Bonding Agency or Company Name	_____ Bonding Agency or Company Name
<u>Melanie Stern</u> Local Agent or Representative	_____ Local Agent or Representative
<u>P.O. Box 6646</u> Address	_____ Address
<u>Metairie, LA 70009-6646</u>	_____
<u>(504) 834-5080</u> Phone Number	_____ Phone Number
<u>(504) 835-7726</u> Fax Number	_____ Fax Number



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Bert Guiberteau Jr. and Eileen Hebert of Baton Rouge, Louisiana; Stephen L. Cory, Michael Seaman, Melanie Stern, Jill K. Tucker and Pamela K. Tucker of Metairie, Louisiana

each as their true and lawful Attorney- In- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **29th** day of **January, 2015**.

Dawn M. Chloros, Assistant Secretary

Matthew E. Lubin, Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

On this **29th** day of **January, 2015** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Matthew E. Lubin, and knows him to be Vice President of said Companies; and that the signature of Matthew E. Lubin, subscribed to said Power of Attorney is in the genuine handwriting of Matthew E. Lubin, and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 16, 2019**

Notary Public

CERTIFICATION

Extract from the By- Laws of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- In- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **23rd** day of **November, 2015**.



Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS

LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com