

CONSTRUCTION CONTRACT

This **AGREEMENT** made and entered into the _____ day of _____
by and between _____ WGS Contractors, Inc. _____ hereafter, called Contractor and
_____ St. John the Baptist Parish _____ hereafter called Owner.

WITNESSETH: That the Contractor for the consideration hereinafter set out, hereby
agrees with the Owner as follows:

- 1.) That the Contractor shall furnish all the materials and labor and perform all of the
work in the manner and form as provided by the following enumerated plans,
specifications and documents which are attached hereto and made a part thereof,
as if fully contained herein:

"Notice to Bidders, Instruction of Bidders, General Conditions, Plans,
Specifications, Proposals and all addenda hereto attached for

_____ St. John the Baptist Parish/St. Charles Eastbank Waterline _____

_____ Interconnection with Meter Assembly _____

- 2.) That the Contractor is responsible for the recordation of the Contract and Certificate
of Substantial Completion with the Clerk or Court's Office and the Contractor shall
provide the Parish with a copy of the recordation filing information before beginning
construction of any kind.
- 3.) That the Contractor shall commence the work to be performed under this agreement
on a date to be specified in a written order from the Owner and shall fully complete
all work hereunder within _____ 60 _____ consecutive calendar days from that date.

- 4.) The Owner hereby agrees to pay to the Contractor for the faithful performance of this agreement, subject, to additions and deductions as provided in the Specifications or Proposal, in lawful money of the United States as follows:
- The sum of \$ 74,464.00 which, is the amount total unit price contract based on the estimated quantities and the unit prices set forth in the proposal.
- 5.) On or about the 20th day of each calendar month, the Owners shall make partial payment to the Contractor on a basis of a duly certified approved estimate of work performed during the preceding calendar month by the Contractor less ten percent (10%) of the amount to such estimate which is to be retained by the Owner until all work has been performed strictly in accordance with this agreement and until such work has been accepted by the Owner.
- 6.) Final payment on account of this agreement will not be made until the expiration of forty-five (45) days as required by State Statutes, and after such period said final payment will be made upon receipt by the Owner of any certificates or other evidence required by State Statutes to the effect that no labor or material liens have been filed against work.
- 7.) It is mutually agreed between the parties, hereto, that time is of the essence of this Contract and therefore, no notice of default shall be necessary in the event the construction of the work is not complete within the time specified, if being agreed, that from the compensation otherwise to be paid to the Contractor, the Owner may

retain the sum of THREE HUNDRED DOLLARS (\$300.00) per day for each thereafter, Sundays, and holidays included, that the work remains uncompleted which sum shall represent the actual damage which the Owner will have sustained in the event of such default by the Contractors. The Contractor shall also pay the Engineer the sum of _____(~~---0---~~) per day as hereinbefore stipulated, for additional expense incurred by reason of such delay.

- 8.) It is further mutually agreed between the parties hereto that if at anytime after the execution of this agreement and the surety bond hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bond to be unsatisfactory, or if for any reason such bond ceases to be adequate to cover the performance, of the work, the Contractor shall, at his expense, within five (5) days after the receipt or notice from the Owner to do so, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the Owner. In such event no further payment to the Contractor shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the Owner.

9.) The St. John the Baptist Parish is the statutory employer for the Contractor's direct and statutory employees in accordance with legislation enacted by the Louisiana State Legislator's under Act 315 of the 1997 Session. The Contractor agrees to defend, indemnify, and hold harmless the Owner and the Engineer and their respective Officers, Agents, and Employees from and against any and all damages, claims, demands, suits, judgments, and costs, including reasonable Attorney's fees and expenses, for or on account of damage to property and death of or bodily or other personal injury to any person or persons, directly or indirectly arising out or caused or claimed to have been caused by or in connection with the performance of or failure to perform any services provided hereunder by the Contractor, his Subcontractor, or the Contractor Servants, Agents or Employees, and even though caused, occasioned or contributed to, or allegedly caused, occasioned or contributed to by the negligence or other fault of said indemnities or any of them.

IN WITNESS WHEREOF the parties hereto have executed this agreement under their hand on the day and date first written above in, duplicate originals, each of which shall, without proof of accounting for other counterparts, to be deemed an original Contract.

ATTEST:

CONTRACTOR: WGS Contractors Inc.

Elaine Kraemer
Harwin Beaul

SIGN: ✓

Brian Perk

BY: Brian Perk, President

ATTEST:

OWNER: St. John the Baptist Parish

Dana Milato
Asst to CAO

SIGN: Natalie Robottom

BY: Natalie Robottom, Parish President

Extra

WOODLAWN

LOUISIANA UNIFORM PUBLIC WORK BID FORM
UNIT PRICE BID FORM

TO: St. John the Baptist Parish
1801 W. Airline Highway
LaPlace, Louisiana 70068
 (Owner to provide name and address of owner)

BID FOR: St. John the Baptist Parish/ St. Charles Eastbank
waterline interconnection with meter assembly
 (Owner to provide name of project and other identifying information)

600

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.

Bid Proposal

(St. John the Baptist Parish/ St. Charles Eastbank Waterline Interconnection With Meter Assembly)

DESCRIPTION	REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
I. 8" PVC (DR 18) WATERLINE (Incl: Fittings, Bedding, Backfill, Restrainer Glands, and Thrust Blocking)		50	LF	\$ <u>64</u> ⁰⁰ /LF	\$ <u>3200</u> ⁰⁰

DESCRIPTION	REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
II. 8" PE C-906 (SDR 11) WATERLINE BORED (Incl: Adapters & Fittings)		300	LF	\$ <u>64</u> ⁰⁰ /LF	\$ <u>19200</u> ⁰⁰

DESCRIPTION	REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
III. CONNECTION TO EXISTING 12" PVC TRANSMISSION LINE ALONG LA. HWY. 628 (Incl: 12" x 8" Reducer, 8" 45° elbow [2 ea], restrainer glands & thrust blocking)		LUMP SUM	LUMP SUM	\$ <u>5427</u> ⁰⁰	\$ <u>5427</u> ⁰⁰

DESCRIPTION	REF. NO.	QUANTITY	UNIT OF MEASURE	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
IV. CONNECTION TO EXISTING 8" PVC WATERLINE ALONG HOLLYWOOD PARK DR. (Incl: 8" x 8" Hot tapping sleeve & valve with valve box & thrust blocking)		LUMP SUM	LUMP SUM	\$ <u>6637</u> ⁰⁰	\$ <u>6637</u> ⁰⁰

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE:	UNIT PRICE EXTENSION (Quantity times Unit Price)
8" METER ASSEMBLY WITH BACK FLOW (RPZ) PREVENTION SYSTEM incl: Flow meter, Fittings, valves, piping, restrainers, isolation and thrust blocking)	LUMP SUM	LUMP SUM	\$ <u>26000</u>	<u>26000</u>

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE:	UNIT PRICE EXTENSION (Quantity times Unit Price)
1. 6" INSERTION VALVE/ " AC WATERLINE	LUMP SUM	LUMP SUM	\$ <u>10000</u>	<u>10000</u>

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE:	UNIT PRICE EXTENSION (Quantity times Unit Price)
II. CLEANING AND DRESSWORK	LUMP SUM	LUMP SUM	\$ <u>1000</u>	<u>1000</u>

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE:	UNIT PRICE EXTENSION (Quantity times Unit Price)
III. POWER POLE SUPPORT @ HOLLYWOOD & LA. 628 DURING CONSTRUCTION	LUMP SUM	LUMP SUM	\$ <u>1000</u>	<u>1000</u>

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE:	UNIT PRICE EXTENSION (Quantity times Unit Price)
IX. TESTING & CHLORINATION	LUMP SUM	LUMP SUM	\$ <u>1000</u>	<u>1000</u>

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.#			
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE:	UNIT PRICE EXTENSION (Quantity times Unit Price)
X. MOBILIZATION	LUMP SUM	LUMP SUM	\$ <u>1000</u>	<u>1000</u>

Total Bid Price\$ 74464

Seventy four thousand four hundred sixty four dollar
(WRITE OUT)

The Work will not begin until after the contract is executed. The Contractor shall commence the work to be performed under this agreement on a date to be specified in a written order from the Owner and shall fully complete all work hereunder within 60 days. The undersigned bidder does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that is made in

pursuance of, and subject to all the terms and conditions of the Notice and Instruction to Bidders, the Construction Contracts, the Detailed Specifications, and the Construction Plans, all of which have been examined by the undersigned. The undersigned bidder agrees to execute and deliver the contracts on the forms hereto attached, and for the price named in this proposal, within ten (10) calendar days from the date when a written notice is mailed to said bidder at the address herein given, stating that the contracts have been awarded him and are ready for his signature.

SIGNED:

WGS Contractors Inc

BY: Brian Perk

701 C Hickory Street
Thibodaux, LA, 70301
(Address)

DATE: 8/23/2013

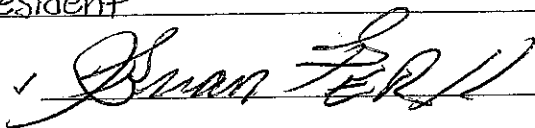
NAME OF BIDDER: WGS Contractors Inc

ADDRESS OF BIDDER: 701 Hickory Street Thibodaux La. 70301

LOUISIANA CONTRACTOR'S LICENSE NUMBER: 27134

NAME OF AUTHORIZED SIGNATORY OF BIDDER: Brian Perk

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: President

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: 

DATE: 8/23/2013

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

** If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212(O).

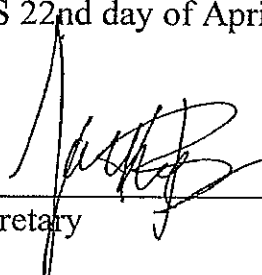
BID SECURITY in the form of a bid bond, certified check or cashier's check as prescribed by LA RS 38:2218.A is attached to and made a part of this bid.

CORPORATE RESOLUTION

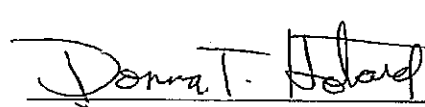
BE IT RESOLVED by the Board of Directors of WGS CONTRACTORS, INC. in a meeting duly assembled that BRIAN J. PERK, PRESIDENT of the Corporation, be, and he is hereby authorized, empowered and directed for and on behalf of the Corporation to negotiate for and sign any and all bid proposals and/or contracts which this Corporation might enter for the furnishing of services for the Corporation under such terms, conditions and stipulates, and for such consideration as he might deem to the best interest of the Corporation.

I, Jackie Lynn Parks Perk, Secretary of WGS Contractors, Inc. do hereby certify that the above and foregoing is a true and correct copy of Resolution unanimously adopted at a meeting of the Board of Directors of said Corporation held on the 22nd day of April, 2013, at which meeting all members of Board of Directors were present and voted thereon and that said Resolution has been spread upon the minute books of the Corporation, and same is in full force and effect.

WITNESS MY SIGNATURE THIS 22nd day of April, 2013,
at Thibodaux, Louisiana.


Secretary

SUBSCRIBED AND SWORN BEFORE ME ON THIS 22ND DAY
OF APRIL 2013.


Notary Signature

DONNA T. HOTARD, ID#15392
NOTARY PUBLIC
MY COMMISSION IS FOR LIFE.

E-VERIFY AFFIDAVIT

STATE OF LOUISIANA

PARISH OF Lafourche

BEFORE ME, the undersigned Notary Public PERSONALLY CAME AND APPEARED,

I, Brian J. Perk, the owner/authorized representative of
WGS Contractors, Inc.
Company/Individual/Legal Entity Name

who hereby personally and as the authorized representative of the above identified legal person executes this affidavit, as the undersigned Bidder/Contractor verification of its current and future compliance with L.S.A. R.S. 38:2212.10, stating affirmatively that it and each individual, firm or corporation associated with it and engaged in the physical performance of services in the State of Louisiana, under a contract with Saint John the Baptist Parish has registered with, is participating in, and shall continue to participate in a federal work authorization program designated as such under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, which is operated by the United States Department of Homeland Security, known as the "E-Verify" program. The Bidder/Contractor hereby verifies the legal status of all existing and new employees in the State of Louisiana by attesting herein that each is a citizen of the United State or legal aliens as defined by now effective immigration laws of the United States of America.

Contractor shall not assign this Contract or any monies due or to become due hereunder, or subcontract any part of the Work without the prior written consent of Saint John the Baptist Parish.

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, 1801 West Airline Hwy, LaPlace, Louisiana 70068, no later than five business days of contracting with its subcontractor; however, in no instance shall the affidavit be received after commencement of work by the subcontractor.

Brian J. Perk
Signature of Authorized Signatory

Brian Perk
Printed Name of Signatory

President
Title of Authorized Signatory

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF June 13, 2013

Donna T. Hotard
Notary Signature

Printed Notary Name: DONNA T. HOTARD, ID#15392

Notary/Bar Roll Number: NOTARY PUBLIC
MY COMMISSION IS FOR LIFE.

My Commission is For/Expires: _____

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

STATE OF LOUISIANA

PARISH OF Lafourche

BEFORE ME, the undersigned Notary Public PERSONALLY CAME AND APPEARED,

I, Brian Perk, (Appearer) the owner/authorized representative of

WGS Contractors Inc.
Company / Individual / Legal Entity Name

Appearer, as a Bidder on the herein named Project, does hereby attest that:

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 herein, including any silent or dormant owner or manager, 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. For five years prior to 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 herein, including any silent or dormant owner or manager, 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) Contractor's misapplication of payments (R.S. 14:202)

- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Issuing worthless checks (R.S. 14:71)
- (i) Malfeasance in office (R.S. 14:134)

WGS Contractors Inc.
Name of Bidder

Brian Perk
Signature of Authorized Signatory of Bidder

St. John the Baptist Parish / St. Charles East bank Water line
Project Name/Number Interconnection with Meter Assembly

President
Title of Authorized Signatory

SUBSCRIBED AND SWORN BEFORE ME ON THIS 22nd DAY OF April
2013

Donna T. Hotard
Notary Signature

Printed Notary Name: DONNA T. HOTARD, ID#101002
Notary/Bar Roll Number: NOTARY PUBLIC
My Commission is For/Expires: MY COMMISSION IS FOR 4 YRS.

N

**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 Lafourche

Before me, the undersigned authority, came and appeared,

I, Brian J. Perk, the owner/authorized representative of

WGS Contractors Inc.
Company/Individual/Legal Entity Name

who, being first duly sworn, depose 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, 1801 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.

<p>Signature of Authorized Signatory <u>Brian J. Perk</u> Printed Name of Signatory <u>Brian J. Perk, President</u> Title of Authorized Signatory <u>President</u> Project Name/Number <u>St. John the Baptist Parish/ St. Charles Eastbank Waterline Interconnection with meter Assembly</u></p>	<p>SUBSCRIBED AND SWORN BEFORE ME ON THIS <u>22nd</u> DAY OF <u>April</u> 201<u>2</u><u>3</u></p>
	<p><u>Donna T. Hotard</u> Notary Signature</p>
	<p>Printed Notary Name: <u>DONNA T. HOTARD, ID#16392</u> NOTARY PUBLIC MY COMMISSION IS FOR LIFE.</p>
	<p>Notary/Bar Roll Number: _____</p>
	<p>My Commission is for/expires on: _____</p>

NON-COLLUSION AFFIDAVIT

STATE OF Louisiana

PARISH OF ~~Assumption~~ Lafourche

Brian J. Perk Being first duly sworn,
deposes and says that:

- 1) He is (Owner) (Partner) (Office) (Representative) or (Agent), of WGS Contractors, Inc., the Bidder that has submitted the attached Bid:
- 2) Such Bid is genuine and is not a collusive or sham Bid:
- 3) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affidavit has 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 for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any advantage against the Owner, or any person interested in the proposed contract, and:
- 4) 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 of its agents, representative, owners, employees, or parties in interest, including this affidavit.

Brian Perk
Brian Perk (Signature of Bidder)

Subscribed and sworn to, this 13th day of June, 20 13.

(The above statement subscribed and sworn to before a Notary Public and must be submitted with the Bid)


Donna T. Hotard

DONNA T. HOTARD, ID#15392
NOTARY PUBLIC
MY COMMISSION IS FOR LIFE.

PERFORMANCE BOND

Conforms with the American Institute of Architects,
A.I.A. Document No. A-311

BOND #: GSM 25545

THE  **GRAY SURETY OFFICE**
2750 Lake Villa Drive Suite 300 Metairie, LA 70002
Phone: (504) 780-7440 FAX: (504) 780-9211

KNOW ALL MEN BY THESE PRESENTS:

That WGS CONTRACTORS, INC. (Full Name of Principal)
of 701-C HICKORY STREET, THIBODAU, LA 70301 (Address of Principal)
hereinafter called the Principal, and ☒ The Gray Casualty & Surety Company ☐ The Gray Insurance Company of Metairie, Louisiana,
a corporation duly organized under the laws of the State of Louisiana, as Surety, hereinafter called the Surety, are held and firmly bound unto
ST. JOHN THE BAPTIST PARISH (Full Name of Obligor) as Obligor, hereinafter called the Obligor,
in the sum of SEVENTY FOUR THOUSAND FOUR HUNDRED SIXTY FOUR AND 00/100 Dollars \$ 74,464.00,
for the payment of which sum and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated _____ DAY of _____ A.D. _____, entered into a
a contract with the Obligor for ST. JOHN THE BAPTIST PARISH/ST. CHARLES EASTBANK WATERLINE (Job Number) (Full Name of Job)
INTERCONNECTION WITH METER ASSEMBLY (Location of Job)
in accordance with Drawings and Specifications prepared by _____ (Full Name of Architect)
of _____ (Address of Architect)
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE PRINCIPAL OF THIS OBLIGATION is such that, if the Principal shall promptly and faithfully perform said
Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Principal shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder,
the Surety may promptly remedy default, or shall promptly:

- Complete the Contract in accordance with its terms and conditions, or
- Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Principal under the Contract and any amendments thereto, less the amount properly paid by Owner or Principal.

(Page 1 of 2)

The Gray Surety Office

2750 Lake Villa Drive Suite 300 Metairie, Louisiana 70002 Phone: (504) 780-7440 Fax: (504) 780-9211

PERFORMANCE BOND

Conforms with the American Institute of Architects,
A.I.A. Document No. A-311

BOND No. GSM 25545

THE **GRAY** SURETY OFFICE
2750 Lake Villa Drive Suite 300 Phone: (504) 780-7440
Metairie, LA 70002 FAX: (504) 780-9211

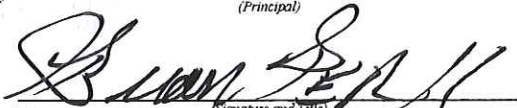
Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

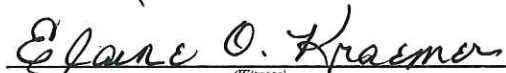
No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of the Owner.

Signed this _____ DAY of _____ A.D. _____

By: WGS CONTRACTORS, INC. SEAL

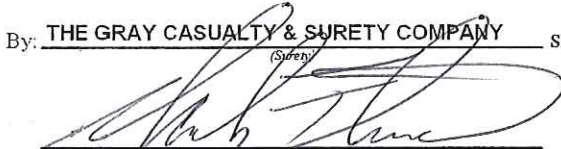
(Principal)


Brian Perk, President


(Witness)

By: THE GRAY CASUALTY & SURETY COMPANY SEAL

(Surety)


CHARLES F. COWAND (Attorney-in-Fact)


(Witness)

(Page 2 of 2)

The Gray Surety Office

2750 Lake Villa Drive Suite 202 Metairie, Louisiana 70002 Phone: (504) 780-7440 Fax: (504) 780-9211

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

175558

GENERAL POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint **Ralph J. LeBlanc, Alexander J. Ellsworth, Charles F. Cowand, Anthony Currera, William F. Wunderlich, and Lauren T. Nuss of Metairie, Louisiana jointly or severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.



By:

Michael T. Gray

Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest:

Mark S. Manguno

Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Lisa S. Millar

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this

day of



Mark S. Manguno

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Jackie Perk, certify that I am the Secretary of
the Corporation named as Principal in the within Bond; that
Brian Perk 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: CORPORATE SECRETARY
Jackie Perk, Secretary

CERTIFICATE AS TO SURETY

I certify that I am

(Name)

Jackie Perk

Secretary

(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.

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

(Seal)
ATTEST:

(Owner)

By: _____
Signature

By: _____
Signature

Typed Name

Typed Name

Title

Title

Witness

(Seal)

WGS CONTRACTORS
(Contractor)

Jackie Perk
(Secretary) Jackie Perk

By Brian J Perk
BRIAN J PERK

PRESIDENT
(Title)

(Witness)

701 C Hickory St.
Thibodaux, LA 70301
Address and Zip Code

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

LABOR AND MATERIAL PAYMENT BOND

Conforms with the American Institute of Architects,
A.I.A. Document No. A-311

THE **GRAY** SURETY OFFICE
2750 Lake Villa Drive Suite 300 Metairie, LA 70002
Phone: (504) 780-7440 FAX: (504) 780-9211

BOND #: GSM 25545

KNOW ALL MEN BY THESE PRESENTS:

That WGS CONTRACTORS, INC. (Full Name of Principal)
of 701-C HICKORY STREET, THIBODAUX, LA 70301 (Address of Principal)
hereinafter called the Principal, and ☒ The Gray Casualty & Surety Company ☐ The Gray Insurance Company of Metairie, Louisiana,
a corporation duly organized under the laws of the State of Louisiana, as Surety, hereinafter called the Surety, are held and firmly bound unto
ST. JOHN THE BAPTIST PARISH (Full Name of Obligor) as Obligor, hereinafter called the Obligor,
in the sum of SEVENTY FOUR THOUSAND FOUR HUNDRED SIXTY FOUR AND 00/100 Dollars \$ 74,464.00,
for the payment of which sum and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated _____ DAY of _____ A.D. _____, entered into a
a contract with the Obligor for ST. JOHN THE BAPTIST PARISH/ST. CHARLES EASTBANK WATERLINE (Full Name of Job)
INTERCONNECTION WITH METER ASSEMBLY (Location of Job)
in accordance with Drawings and Specifications prepared by _____ (Full Name of Architect)
of _____ (Address of Architect)
which contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as
hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void;
otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- 1) A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both,
used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas,
power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- 2) The above named Principal and Surety hereby jointly and severally agree with the Obligor that every claimant as herein defined, who has
not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor
was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit
to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Obligor shall not be liable for the
payment of any costs or expenses of any such suit.
- 3) No suit or action shall be commenced hereunder by any claimant:
 - a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the
following: the Principal, the Obligor, or the Surety above named, within ninety (90) days after such claimant did or performed the
last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the
amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or
performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope
addressed to the Principal, Obligor or Surety, at any place where an office is regularly maintained for the transaction of business,
or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such
service need not be made by a public officer.

(Page 1 of 2)

The Gray Surety Office

2750 Lake Villa Drive Suite 300 Metairie, Louisiana 70002 Phone: (504) 780-7440 Fax: (504) 780-9211

LABOR AND MATERIAL PAYMENT BOND

Conforms with the American Institute of Architects,
A.I.A. Document No. A-311

THE **GRAY** SURETY OFFICE
2750 Lake Villa Drive Suite 300 Metairie, LA 70002
Phone: (504) 780-7440 FAX: (504) 780-9211

BOND No. GSM 25545

- b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- c) Other than in an a state court of competent jurisdiction in and for the country or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
- 4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by the Surety of mechanics' liens, which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed this _____ DAY of _____ A.D. _____

By: WGS CONTRACTORS, INC. SEAL
(Principal)

Brian PERK
(Signature and Title)
Brian PERK President

Elaine O. Kramer
(Witness)

By: THE GRAY CASUALTY & SURETY COMPANY SEAL
(Surety)

Charles F. Coward
(Attorney-in-Fact)
CHARLES F. COWARD

Michele Desrosiers
(Witness)

(Page 2 of 2)

The Gray Surety Office

2750 Lake Villa Drive Suite 300 Metairie, Louisiana 70002 Phone: (504) 780-7440 Fax: (504) 780-9211

GENERAL POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint **Ralph J. LeBlanc, Alexander J. Ellsworth, Charles F. Coward, Anthony Currera, William F. Wunderlich, and Lauren T. Nuss of Metairie, Louisiana jointly or severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$10,000,000.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.



By:

Michael T. Gray

Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest:

Mark S. Manguno

Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Lisa S. Millar

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this

day of



Mark S. Manguno

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company



CERTIFICATE OF LIABILITY INSURANCE

WGSCONT-01 EROUNDTRREE

DATE (MM/DD/YYYY)

4/25/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Arthur J. Gallagher Risk Management Services, Inc.
PO Box 100
Plattenville, LA 70393

CONTACT

NAME:

PHONE (A/C, No, Ext): (985) 369-7272

FAX

(A/C, No): (866) 772-0656

E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC

INSURER A: Bituminous Casualty Corporation

20095

INSURER B: Scottsdale Insurance Company

41297

INSURER C: Bridgefield Casualty Insurance Company

10335

INSURER D:

INSURER E:

INSURER F:

INSURED

WGS Contractors, Inc
701C Hickory Street
Thibodaux, LA 70301

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	CLP3580470	12/15/2012	12/15/2013	EACH OCCURRENCE \$ 1,000,000
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
A	AUTOMOBILE LIABILITY	X	X	CAP3580471	12/15/2012	12/15/2013	GENERAL AGGREGATE \$ 2,000,000
	ANY AUTO						PRODUCTS - COM/OP AGG \$ 2,000,000
	ALL OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	HIRED AUTOS						BODILY INJURY (Per person) \$
B	UMBRELLA LIAB	X		XLS0085905	12/15/2012	12/15/2013	BODILY INJURY (Per accident) \$
	EXCESS LIAB						PROPERTY DAMAGE (PER ACCIDENT) \$
	DED <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/>						EACH OCCURRENCE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						AGGREGATE \$ 5,000,000
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	X	19803730	12/15/2012	12/15/2013	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is named as Additional Insured on General Liability (Form#s GL4665 01/11 and GL4667 01/11), Auto (Form# MAN-AU (01/02) and Umbrella (following form) as required by written contract. Certificate holder is favored with a Waiver of Subrogation in regards to General Liability, Auto, Umbrella (following form) and Workers Compensation as required by written contract.

CERTIFICATE HOLDER

St. John the Baptist Parish
1801 West Airline Hwy
LaPlace, LA 70038

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

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SPECIAL CONDITIONS

I. SCOPE

Insurance, certificates, Contractor's insurance responsibility, commencement, construction schedule, Engineer's responsibility, acceptance for maintenance, Owner's financial responsibility, and Owner's payment responsibility and late payment penalty.

II. INSURANCE

Contractor shall obtain, pay for, and keep in force the following minimum insurance effective in all localities where Contractor may perform the work hereunder, with such carriers as shall be acceptable to Owner.

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

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

- (1) Employees 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 the School Board.
- (3) **St. John the Baptist Parish shall be waived.**
- (4) No excluded classes of personnel or employees shall be allowed on St. John's premises.

- B. **Comprehensive General Public Liability**, including:

Contractual liability assumed by this agreement.

Contractor's Contingent (protective).

Personal & advertising liability.

Completed operations.

Medical payments.

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

- (1) \$1,000,000 each occurrence limit
- (2) \$1,000,000 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) \$50,000 medical expense limit (desirable but necessary)
- (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 shall be named and waived.**
- (9) Some Contracts may require Protection and Indemnity Coverage.
This should be checked with St. John the Baptist Parish.

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 shall be named and waived.**

III. CERTIFICATES

Prior to starting the work, the Contractor shall deliver to the Engineer, certificates in triplicate evidencing that the insurance required in Section SC-02 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.

IV. BOND REQUIREMENTS

The Contractor shall provide a 100% Performance and Payment Bond in an amount equal to the Contract Price or as set forth in the bid specifications and comply with Louisiana Revised Statute 38:2241. The Bonds shall fully indemnify and protect the Owner for the entire length of time of the contract and for a period of one (1) year beyond final acceptance of the project. The said Bonds must be written and secured by a Surety Company licensed in the State of Louisiana. The Surety Company must be certified by the U.S. Department of Treasury Circular 570 as last revised and must have a A-1+ Rating with Standard and Poors, and/or an "A" Rating in the latest edition of the A.M. Best Insurance Report. All Bonds shall be signed by the Attorney-in-Fact with a certified copy of their Power of Attorney for signing along with the Countersignature of a Louisiana Licensed Insurance Agent as provided in Louisiana Revised Statute 38:2216A(2).

V. 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.

VI. COMMENCEMENT OF WORK

The Contractor shall start the work within ten days after he is mailed a "Notice to Proceed". The eleventh calendar days after the Notice is mailed shall be the first day counted in the time allowed for completion.

VII. TIME OF COMPLETION, CONSTRUCTION, SCHEDULE AND DAMAGES

Time is of the essence of the Contract, and all of the work is to be completed within the time limit set in the Contractor's Proposal and incorporated in the Contract.

Immediately after execution and delivery of the contract, and before the first partial payment is made the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivision or work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule.

In the event that the progress of the work should fall behind this schedule, the Contractor shall immediately start working longer hours, or shall employ additional men and equipment on the project or both, as necessary to assure completion of the project within the specified time limit.

If the Contractor shall be delayed in the performance of the work for any unforeseeable cause beyond his control, he shall, upon written application to the Owner within five days of the beginning of such delay, be granted such extension of the time as the Owner may deem equitable and just.

If the time required for completion of the work exceeds the time stipulated in the contract, plus any additions granted by the Owner, the sum of three hundred dollars (\$300.00) per day of additional time shall be deducted from the amount paid the Contractor. This deduction is not a penalty, but a reasonable amount that is estimated the Owner will be damaged because of the Contractor's failure to complete the work within the agreed time.

VIII. 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 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. It shall be the duty of the Engineer to enforce the specifications in a fair unbiased manner.

The Engineer will furnish the street rights-of-way, and benchmarks at each end of the project. It will be the Contractor's responsibility to locate the various items to be constructed, and to establish any additional lines, grades, or elevations that may be needed.

IX. ACCEPTANCE FOR MAINTENANCE

The Owner shall furnish the Contractor with a certificate from his source of financing that the funds are available to meet his financial obligations in connection with this Contract.

X. OWNER'S RESPONSIBILITY

The Owner shall furnish the Contractor with a certificate from his source of financing that the funds are available to meet his financial obligations in connection with his Contract.

XI. OWNER'S PAYMENT RESPONSIBILITY AND LATE PAYMENT PENALTY

The Owner agrees to pay the Contractor on or before the tenth (10) day of each month for work performed or materials delivered during the preceding calendar month as estimated by the Contractor shall submit his estimate to the Engineer no later than the last day of the preceding month and if it is necessary to make corrections or alterations to the estimate the final day for payment shall be extended for the time required to make the adjustments to the monthly payment estimate.

XII. CONTRACTOR'S INVOICING AND WARRANTY

The Contractor shall submit all partial pay invoices on or before the first (1st) day of each month, in accordance with the work schedule, to the Engineer who shall check all items for pay within ten (10) calendar days and submit for payment as he recommends to the Owner for payment. The work for each item submitted for payment must be completed in accordance with the plans and specifications and invoiced according to the unit prices or approved percentages of Lump Sum Priced Contracts in accordance with the Bidder's Proposal. Ten percent (10%) will be retained on all partial pay estimates for projects less than \$500,000.00 in cost and five percent (5%) for projects greater than \$500,000.00 in cost for construction in accordance with these plans and specifications. If all items are completed in accordance with these plans and specifications, a substantial completion shall be recorded with the Clerk of Court in the Parish where work was performed and a five percent (5%) retainage shall be withheld at that time. The remaining five percent (5%) will be paid within forty-five (45) calendar days after final acceptance of the job by the Engineer and provided all liens and other encumbrances have been shown in writing free and clear to the satisfaction of the Owner. The Contractor shall warrant this project in writing against all defective materials and workmanship, hereinafter, for a period of one (1) year from the time of acceptance of the job by the Engineer.

XIII. LIENS

If at any time there shall be evidence of any lien of claims for which the Owner might become liable and which is chargeable to the Contractor, the Owner 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 Owner has already paid to the Contractor all sums due under this contract or the balance remaining unpaid is insufficient to protect the Owner, the Contractor and his surety shall be liable to the Owner for any loss so sustained.

XIV. HOLD HARMLESS AGREEMENT

The Contractor will indemnify and hold harmless the Owner and the Engineer 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 therefrom; 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.

GENERAL ENGINEERING CONDITIONS

PART – 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.

C. THE ENGINEER:

The Engineers shall be as defined in Special Provisions hereof.

D. RESIDENT ENGINEER:

An employee of the Engineers who may be placed in the field to represent the Engineers.

E. THE BIDDER:

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

F. THE CONTRACTOR:

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

G. THE SUBCONTRACTOR:

Any construction agency selected by the Contractor and approved by the Engineers 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. PROPOSAL:

The written offer 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 Owner, if the contract is awarded to him.

L. PLANS:

The plans, cross-sections, working drawings and supplemental drawings, or exact reproductions thereof, approved by the Engineers, 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 Owner 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 completed 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 Engineers, which when duly executed becomes part of the Contract. Change Orders may either increase or decrease the work 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 on the Plans as the contemplated improvement, covered by the Contract.

R. WORK ORDER:

A written notice from the Owner notifying the Contractor to begin the prosecution of the 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.I.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.
(Latest Edition).

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 America

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.:

Prestressed Concrete Institute

GENERAL ENGINEERING CONDITIONS

PART II – INSTRUCTIONS TO BIDDERS

A. QUALIFICATIONS 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. PROPOSALS:

Proposals shall be made out on forms provided by C. J. Savoie Consulting Engineers and shall be enclosed in an envelope endorsed "Proposals", addressed to Owner and delivered in person or mailed to reach 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 Engineers a written request for an interpretation thereof not less than five (5) days prior to the day of opening 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 a 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 Owner 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 Owner.

Where changes ordered by the Owner 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 Owner, the Contractor and the Engineer.

If the Owner and the Contractor are unable to reach an agreement as to the monetary consideration of the Contract addition, the Engineers 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 Resident Engineer 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 Owner 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 or 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 Engineers. All keys shall be tagged and turned over to the Owner.

E. GUARANTEE:

All work as herein specified and/or as indicated on the Plans shall be guaranteed against defects in materials and workmanship for a period of one (1) year, unless otherwise noted, from the date of final acceptance of the work. 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 expense and without cost to the Owner.

GENERAL ENGINEERING CONDITIONS

PART IV – CONTROL OF THE WORK

A. AUTHORITY OR OWNER AND ENGINEERS:

The Engineers, or their authorized representative, 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 arise as to the interpretation of the Plans and Specifications, and all questions as the acceptable completion of the project.

The decision of the Engineers, or their authorized representative, shall be final and binding on all technical questions concerning the execution of the work and interpretation of the Plans and Specifications.

The Owner, or its authorized representative, shall have authority to suspend operations at any time when the work, in Owner's opinion, is not being carried out in conformity with the Plans and Specifications.

B. AUTHORITY AND DUTIES OF THE RESIDENT ENGINEER:

The Resident Engineer 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 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 Resident Engineer will not be authorized to revoke, alter, enlarge, or release any requirement of these Specifications, nor to approve or accept any portion of the work, nor will he be authorized to issue instructions contrary to the Plans and Specifications. He will in no case act as foreman nor will he interfere with management of the work.

C. INSPECTIONS:

The Engineers and authorized representatives, thereof shall be given 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 Engineers or 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 Owner 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 Engineers or authorized representatives thereof shall not be construed as supervision of actual construction nor make the Engineers 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 Owner 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 Owner 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 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 work. A requirement occurring in one 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 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 Engineers. 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 Engineers 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 substitution, and the difference in cost, if any, between the proposed substitution and the material or article include in the based bid as standard. The determination as to whether or not such substitution shall rest solely with the Owner and the Engineers.

All substitutions submitted, shall be on a "turn-key" basis. In other words, any proposed substitution shall include the cost of any necessary building changes, piping change, electrical and other changes in the product for a complete installation as shown or set up in the base bid.

B. SOURCE OF SUPPLY AND QUALITY OF MATERIALS:

The source of supply of each of the materials shall be approved by the Engineers 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 Engineers 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 Engineers, 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 Engineers.

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 Engineers 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 Engineers. The Contractor shall cooperate fully with Engineers 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 this Engineer.

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 Engineers made under the provisions of this Article, the Owner 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 least 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 Owner 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 Owner 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.

The Contractor shall arrange for the removal of any structure or construction made necessary by the use of any machine or facility employed by him and shall be responsible for and costs of changing or moving such structures.

GENERAL ENGINEERING CONDITIONS

PART VII – PROSECUTION AND PROGRESS OF WORK

A. SUBCONTRACTING:

The Engineers 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 Owner 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 Owner.

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 left within the limits of the work.

The Owner 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:

No aliens or foreign, unnaturalized laborers shall be employed on this work. 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 Owner, 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 Owner in the occupancy of such available and useful portions of the work.

F. MATERIAL FURNISHED BY OWNER:

The Owner reserves the right to furnish certain materials to the contractor for use in the consummation of this work. The Contractor shall give the Owner 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 Owner within the time specified, both parties to the Contract mutually agree that the Contractor shall pay the Owner, as acknowledged liquidated damages, an amount determined, affixed and 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 Engineers and shall be deducted and withheld by the Owner 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 Owner, 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 Owner, 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 Owner within the time specified, the Owner 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 or fraction thereof, commencing on the first day of the delinquency and terminating on the date of final acceptance by the Owner 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 Owner 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 Owner of a work order for such remedial work and terminating on the date of Owner's final acceptance of such work.

L. 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.

All workmen employed in the performance for this Contract shall be skilled in their particular trades. No mediocre work shall be accepted or countenanced.

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 subcontract and divisions of the work are executed in proper and workmanlike manner on scheduled time, and with due and proper cooperation.