

# Construction Performance Bond

Bond No: GRLA30996

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

**CONTRACTOR (Name and Address):**

Utility Constructors, Inc.  
P.O. Box 13627  
Jackson, MS 39236

**SURETY (Name and Principal Place of Business):**

Granite Re, Inc.  
14001 Quailbrook Drive  
Oklahoma City, OK 73134

**OWNER (Name and Address):**

Lake Forest Elementary Charter School Corporation  
12000 Hayne Boulevard  
New Orleans, LA 70128

**CONSTRUCTION CONTRACT**

Date: July 15, 2015

Amount: Three Hundred Eighty-Two Thousand Nine Hundred Three Dollars and 00/100 (\$382,903.00)

Description (Name and Location): Lake Forest Charter School Rear Campus Site Preparation  
New Orleans, Louisiana

**BOND**

Date (Not earlier than Construction Contract Date):

Amount: Three Hundred Eighty-Two Thousand Nine Hundred Three Dollars and 00/100 (\$382,903.00)

Modifications to this Bond Form:

**CONTRACTOR AS PRINCIPAL**

Company: Utility Constructors, Inc. (Corp. Seal)

Signature: [Signature]  
Name and Title: Gregory M. Lovelace  
President

**SURETY**

Company: Granite Re, Inc. (Corp. Seal)

Signature: [Signature]  
Name and Title: John E. Marchetti  
Attorney-In-Fact

**CONTRACTOR AS PRINCIPAL**

Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

**SURETY**

Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

EJCDC No. 1910-28A (1984 Edition)

Prepared through the joint efforts of The Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - 3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
  - 3.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
  - 4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
  - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
  - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
    2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
  - 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
  - 6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions:
  - 12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 12.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
  - 12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

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

# Construction Payment Bond

Bond No: GRLA30996

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

**CONTRACTOR (Name and Address):**

Utility Constructors, Inc.  
P.O. Box 13627  
Jackson, MS 39236

**SURETY (Name and Principal Place of Business):**

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14001 Quailbrook Drive  
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New Orleans, Louisiana

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Amount: Three Hundred Eighty-Two Thousand Nine Hundred Three Dollars and 00/100 (\$382,903.00)

Modifications to this Bond Form:

**CONTRACTOR AS PRINCIPAL**

Company: Utility Constructors, Inc. (Corp. Seal)

Signature: [Signature]  
Name and Title: Henry N. Boylax  
President

**SURETY**

Company: Granite Re, Inc. (Corp. Seal)

Signature: [Signature]  
Name and Title: John E. Marchetti  
Attorney-In-Fact

**CONTRACTOR AS PRINCIPAL**

Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

**SURETY**

Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

EJCDC No. 1910-28B (1984 Edition)

Prepared through the joint efforts of the Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, American Institute of Architects, American Subcontractors Association, and the Associated Specialty Contractors.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

6.2. Pay or arrange for payment of any undisputed amounts.

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

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract

and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner. Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

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

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

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

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

#### 15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

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

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

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

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

# GRANITE RE, INC.

## GENERAL POWER OF ATTORNEY

**Know all Men by these Presents:**

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

JOHN E. MARCHETTI; DAVID RAY ROBERTSON; JOHN G. RAINES; KELLI E. BURNUM; SHARON TARVER; RITA G. CLARK; JESSICA HARRIS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

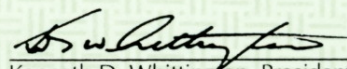
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

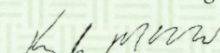
JOHN E. MARCHETTI; DAVID RAY ROBERTSON; JOHN G. RAINES; KELLI E. BURNUM; SHARON TARVER; RITA G. CLARK; JESSICA HARRIS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 10<sup>th</sup> day of June, 2015.

STATE OF OKLAHOMA    )  
                                  ) SS:  
COUNTY OF OKLAHOMA )



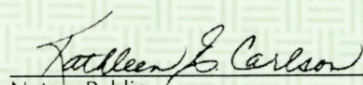
  
\_\_\_\_\_  
Kenneth D. Whittington, President

  
\_\_\_\_\_  
Kyle P. McDonald, Treasurer

On this 10<sup>th</sup> day of June, 2015, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
August 8, 2017  
Commission #: 01013257



  
\_\_\_\_\_  
Kathleen E. Carlson  
Notary Public

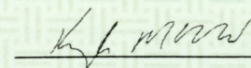
### GRANITE RE, INC. Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this  
15 day of July, 20 15.



  
\_\_\_\_\_  
Kyle P. McDonald, Secretary/Treasurer



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/14/2015

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 <b>MARCHETTI, ROBERTSON &amp; BRICKELL</b> 1062 Highland Colony Parkway P. O. Box 3348 Ridgeland MS 39158-3348	CONTACT NAME: <b>Kelli Johnson</b>	
	PHONE (A/C No. Ext): <b>(601) 605-3150</b> FAX (A/C No.): <b>(601) 605-4082</b>	
INSURED <b>Utility Constructors, Inc.</b> P.O. Box 13627 Jackson MS 39236	E-MAIL ADDRESS: <b>kjohnson@mrbins.com</b>	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: <b>Brierfield Insurance Co.</b>	
	INSURER B: <b>LUBA Workers' Comp</b>	
	INSURER C: <b>Ace American Ins. Co.</b>	
	INSURER D:	
	INSURER E:	
	INSURER F:	


**COVERAGES**      **CERTIFICATE NUMBER: 14/15 Master COI**      **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						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	Y	CPP0014943	9/1/2014	9/1/2015	MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB0015023	9/1/2014	9/1/2015	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y				WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A	028000018960114	9/1/2014	9/1/2015	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Rented / Leased Eqpt			I21078451 003	9/1/2014	9/1/2015	Limit - Any One Item \$250,000
							Deductible \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Orleans Parish School Board, Lake Forest Elementary Charter Shool Coporation and Meyers Engineers, Ltd are additional insureds on General Liability & Business Auto as required by written contract & only with respects to operations of the named insured. Waiver of Subrogation is afforded on General Liability, Business Auto & Workers Compensation as required by written contract and only with respects to operations of the named insured.

**CERTIFICATE HOLDER****CANCELLATION**

Lake Forest Elementary Charter School Cor 12000 Haynes Blvd New Orleans, LA 70128	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  John Marchetti/KEJ 

ACORD 25 (2010/05)

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INS025 (201005).01

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DATE (MM/DD/YYYY)  
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PRODUCER MARCHETTI, ROBERTSON & BRICKELL 1062 Highland Colony Parkway P. O. Box 3348 Ridgeland MS 39158-3348	CONTACT NAME: Kelli Johnson
	PHONE (A/C, No, Ext): (601) 605-3150 FAX (A/C, No): (601) 605-4082
INSURED Utility Constructors, Inc. P.O. Box 13627 Jackson MS 39236	E-MAIL ADDRESS: kjohnson@mrbins.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Brierfield Insurance Co.
	INSURER B: LUBA Workers' Comp
	INSURER C: Ace American Ins. Co.
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 14/15 Master COI REVISION NUMBER:

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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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	X	Y	CPP0014943	9/1/2014	9/1/2015	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	Y	CA 0021987	9/1/2014	9/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			UMB0015023	9/1/2014	9/1/2015	EACH OCCURRENCE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
							AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	028000018960114	9/1/2014	9/1/2015	WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Rented / Leased Eqpt			I21078451 003	9/1/2014	9/1/2015	Limit - Any One Item \$250,000 Deductible \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Orleans Parish School Board, Lake Forest Elementary Charter Shool Coporation and Meyers Engineers, Ltd are additional insureds on General Liability & Business Auto as required by written contract & only with respects to operations of the named insured. Waiver of Subrogation is afforded on General Liability, Business Auto & Workers Compensation as required by written contract and only with respects to operations of the named insured.

CERTIFICATE HOLDER  Meyer Engineers, Ltd. 4937 Hearst Street Metairie, LA 70001	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  John Marchetti/KEJ

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification.

# STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and



AMERICAN CONSULTING  
ENGINEERS COUNCIL



Issued and Published Jointly By

**National Society of  
Professional Engineers**

*Professional Engineers In Private Practice*



AMERICAN SOCIETY OF  
CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
*a practice division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General



Contractors of America

Construction Specifications Institute



This Standard Form of Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. The suggested language for instructions of bidders contained in the Guide to the Preparation of Instructions to Bidders (No. 1910-12, 1996 Edition) is also carefully interrelated with the language of this Agreement. Comments concerning their usage are contained in the EJCDC User's Guide (No. 1910-50). See also Guide to the Preparation of Supplementary Conditions (No. 1910-17, 1996 Edition).

MS970416

00502 - 1

EJCDC No. 1910-8-A-1 (1996 Edition)



Note to User

Certain states and federal agencies require provisions in public contracts which permit Contractors to deposit acceptable securities with Owner or a stakeholder in lieu of retainage. Many Owners will not accept this procedure except where required by Laws or Regulations. In the event such a procedure is required, the provisions of this Agreement and possibly those of the other Contract Documents dealing with retainage should be amended, and an attorney should be consulted to prepare the revised language. Among the issues to be addressed by such language are: initial and subsequent valuations of the securities, right to withdraw excess collateral and obligation to deposit additional collateral as market value changes, who is entitled to interest and dividends on deposited collateral, responsibilities of stakeholder, may collateral be freely sold in the event of Contractor default and method of such sale, and application of Uniform Commercial Code and state and federal security laws to the arrangement.

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National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314-2715

American Consulting Engineers Council  
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers  
345 East 47th Street, New York, NY 10017

**EJCDC  
STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A STIPULATED PRICE**

**THIS AGREEMENT** is by and between Lake Forest Elementary Charter School Corporation  
(hereinafter called **OWNER**) and Utility Constructors, Inc.  
(hereinafter called **CONTRACTOR**).

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

**ARTICLE 1 - WORK**

**1.01 CONTRACTOR** shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Lake Forest Charter School Rear Campus Site Preparation  
A/E Project No. 20-1511

**ARTICLE 2 - THE PROJECT**

**2.01** The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Lake Forest Charter School Rear Campus Site Preparation

**ARTICLE 3 - ENGINEER**

**3.01** The Project has been designed by Meyer Engineers, Ltd.

who is hereinafter called **ENGINEER** and who is to act as **OWNER**'s representative, assume all duties and responsibilities, and have the rights and authority assigned to **ENGINEER** in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

30 days from Notice to Proceed

A. The Work will be substantially completed on or before July 20, 2015, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions ~~on or before~~  
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

[or]

4.02 Days to Achieve Substantial Completion and Final Payment

~~A. The Work will be substantially completed on or before XXXXX days after the date when the Contract Time~~  
~~commenced as provided in paragraph 14.07 of the General Conditions and completed and ready for final payment in~~  
~~accordance with paragraph 14.07 of the General Conditions within XXXXX days after the date when the Contract Time~~  
~~commenced.~~

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$ 100.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$ 100.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.



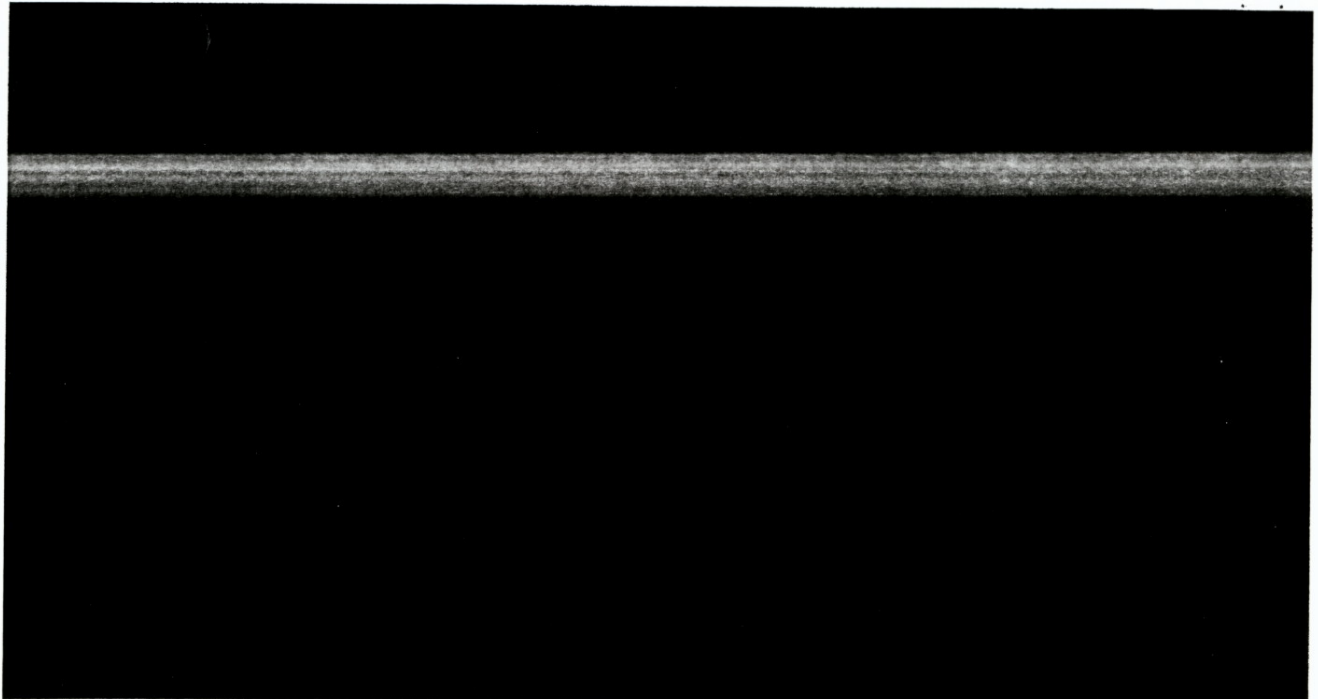
ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work other than Unit Price Work, a Lump Sum of:

Three Hundred Eighty-Two Thousand Nine Hundred Three and 00/100	(\$ 382,903.00 )
(use words)	(figure)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.



As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

C. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

NOTES TO USER

1. If adjustment prices for variations from stipulated Base Bid quantities have been agreed to, insert appropriate provisions. See BF-4.
2. Depending upon the particular project bid form used, use A-5.01.A alone, A-5.01.A and A-5.01.B together, A-5.01.B alone, or A-5.01.C alone, deleting those not used and renumbering accordingly. If A-5.01.C is used, CONTRACTOR's Bid is attached as an exhibit and listed in A-9.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

a. 90 % of Work completed (with the balance being retainage). ~~From the Work completed 10% will be withheld by ENGINEER until the quality and progress of the Work has been satisfactory to OWNER and ENGINEER. OWNER, or any other person or entity, may determine that as long as the quality and progress of the Work remain satisfactory to them, there will be no retainage on account of Work substantially completed. In the event the retainage payments prior to Substantial Completion will be 10% of the Work completed less the aggregate of payments previously made and~~

b. 90 % of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 90 % of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 10 % of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 18 % per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

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

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

*NOTE TO USER*

1. *If the reports and/or drawings referred to in A-8.01.D do not exist, either modify A-8.01.D or delete A-8.01.D and renumber accordingly.*

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

*NOTE TO USER*

1. *If the reports and/or drawings referred to in A-8.01.D do not exist, delete the phrase "additional or supplementary" in the first sentence of A-8.01.E.*

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 10, inclusive);
2. Performance Bond (pages 1 to 2, inclusive);
3. Payment Bond (pages 1 to 2, inclusive);
4. Other Bonds (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive); None

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. General Conditions (pages 1 to 42, inclusive);
6. Supplementary Conditions (pages 1 to 15, inclusive);
7. Specifications as listed in the table of contents of the Project Manual;
8. Drawings consisting of \_\_\_\_\_ Exhibit No. 1 - Exhibit No. 5 \_\_\_\_\_, inclusive, \_\_\_\_\_  
\_\_\_\_\_
9. Addenda (numbers 1 \_\_\_\_\_, inclusive);
10. Exhibits to this Agreement (enumerated as follows):
  - a. ~~Notice to Proceed (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive);~~
  - b. CONTRACTOR's Bid (pages 1 to 14, inclusive);
  - c. Documentation submitted by CONTRACTOR prior to Notice of Award \_\_\_\_\_  
\_\_\_\_\_
  - d. \_\_\_\_\_;

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Written Amendments;
- b. Work Change Directives;
- c. Change Order(s).

B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

## ARTICLE 10 - MISCELLANEOUS

### 10.01 *Terms*

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

### 10.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 *Successors and Assigns*

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

### 10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 10.05 *Other Provisions*

#### NOTE TO USER

1. *Insert other provisions here if applicable.*



IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

**NOTE TO USER**

1. See I-21 and correlate procedures for format and signing between the two documents.

This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_ (which is the Effective Date of the Agreement).

**OWNER:**

Lake Forest Elementary Charter School Corporation

By: *[Signature]*

[CORPORATE SEAL]

Attest: *[Signature]*

Address for giving notices:

12000 Hayne Boulevard

New Orleans, LA 70128

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

Designated Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

**CONTRACTOR:**

Utility Constructors, Inc.

By: *[Signature]*

[CORPORATE SEAL]

Attest: *[Signature]*

Address for giving notices:

P.O. Box 13627

Jackson, MS 39236

License No. 40136

(Where applicable)

Agent for service of process: \_\_\_\_\_

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

\* \* \*

LOUISIANA UNIFORM PUBLIC WORK BID FORM

TO: LAKE FOREST CHARTER SCHOOL  
1200 HAYNE BOULEVARD  
NEW ORLEANS, LA 70128

BID FOR: LAKE FOREST CHARTER SCHOOL REAR  
CAMPUS SITE PREPARATION  
A/E PROJECT NO. 20-1511

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: MEYER ENGINEERS, LTD. and dated: MAY 13, 2015.

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) #1 dated July 1, 2015

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

Three Hundred Eighty Two Thousand Nine Hundred and Three Dollars and No/100's Dollars (\$ 382,903<sup>00</sup>)

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

**Alternate No. 1** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of: NONE  
Dollars (\$ \_\_\_\_\_)

**Alternate No. 2** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of: NONE  
Dollars (\$ \_\_\_\_\_)

**Alternate No. 3** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of: NONE  
Dollars (\$ \_\_\_\_\_)

**NAME OF BIDDER:** Utility Constructors, Inc.

**ADDRESS OF BIDDER:** P.O. Box 13627  
Jackson MS 39236

**LOUISIANA CONTRACTOR'S LICENSE NUMBER:** 40136

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** Jarrod Madison

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** Vice-President

**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*:** 

**DATE:** July 7th, 2015

\* 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.

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

**TO:** LAKE FOREST CHARTER SCHOOL  
1200 HAYNE BOULEVARD  
NEW ORLEANS, LA 70128

**BID FOR:** LAKE FOREST CHARTER SCHOOL REAR  
CAMPUS SITE PREPARATION  
A/E PROJECT NO. 20-1511

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

DESCRIPTION: <input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# <b>FILL MATERIAL</b>				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)
1	1	CY	\$ 16.00	\$ 16.00

DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

DESCRIPTION: <input type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# _____				
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION (Quantity times Unit Price)

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

ADDENDUM NO. 1

JULY 1, 2015

LAKE FOREST CHARTER SCHOOL  
REAR CAMPUS SITE PREPARATION

A/E PROJECT NO. 20-1511

LAKE FOREST CHARTER SCHOOL  
OWNER

MEYER ENGINEERS, LTD.  
ENGINEER AND ARCHITECT

NOTICE TO BIDDERS:

This Addendum shall be considered part of the Contract Documents for the same above mentioned project as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original Contract Documents, this Addendum shall govern and take precedence.

Bidders are hereby notified that they shall make any necessary adjustments in their estimates on account of this Addendum. It will be construed that each Bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

- AD1.1 Project Manual, Section 00033, Advertisement for Bids: Sealed bids will be received by Lake Forest Charter School at the Office of Meyer Engineers, Ltd., 4937 Hearst Street, Suite 1B, Metairie, LA 70001 until 2:00 P.M., July 7, 2015. Late bids will not be accepted. Bids will be opened and publicly read aloud at 2:00 P.M. at the aforementioned address.
- AD1.2 Project Manual, Exhibits, Exhibit No. 4, Gravel Parking Area Section. Delete this exhibit in its entirety.
- AD1.3 NOTE: Due to the incorrect address in the advertisement for the pre-bid meeting held on June 29, 2015, the pre-bid is **NOT** mandatory to bid this project.
- AD1.4 There was a Pre-Bid Conference held on Monday, June 29, 2015. Attached is the meeting memo numbered AD1-2 thru AD1-4.
- AD1.5 Plan Holders:

Plan Rooms:

Dodge Data & Analytics, 3315 Central Avenue, Hot Springs, AR 71913  
iSqFt, 6178 Macon Road, Memphis, TN 38134  
Construction Market Data, 30 Technology Pkwy. S., Ste. 100, Norcross, GA 30092

Contractors:

Beverly Industries, LLC, 1218 River Road, Bridge City, LA 70094  
Utility Constructors, 2262 Maddox Road, Jackson, MS 39209  
Durr Construction, 817 Hickory Avenue, Harahan, LA 70123  
Hamps Construction, 1319 Newton Street, New Orleans, LA 70114  
Hard Rock Construction, 2305 L&A Road, Metairie, LA 70001  
Cycle Construction, 6 East Third Street, Kenner, LA 70062  
The McDonnell Group, LLC, 3350 Ridgelake Dr., Ste. 170, Metairie, LA 70072  
Murphy Construction, P.O. Box 1008, Chalmette, LA 70044

\*\*\*

AD1 - 1 of 4

*Sam M. [Signature]*  
Utility Constructors  
July 7, 2015

20-1511.MIS

LAKE FOREST CHARTER SCHOOL REAR CAMPUS SITE PREPARATION  
PRE-BID MEETING MEMORANDUM  
A/E PROJECT NO. 20-1511 JUNE 29, 2015

The pre-bid meeting was held on Monday, June 29, 2014 at 2:00 p.m., at the Lake Forest Charter School on Hayne Blvd., New Orleans, Louisiana. The attendee list is attached. The following items were discussed:

1. Brief description of the project scope was provided.
2. 30 Calendar Days to complete construction on the project with \$100/DAY liquidated damages.
3. An addendum will be issued to provide meeting minutes as well as any changes made to the plans within the next few days.
4. Owner shall provide and pay for testing if he determines it necessary.
5. Contractor may work on weekends and hours allowed by the City of New Orleans code of ordinances.
6. Contractor shall provide silt fencing erosion control at minimum along canal bank and roadway. Contractor shall provide a minimum 15 feet of grassed area as a buffer around project site.
7. A job sign is not required.
8. Compaction of all placed material shall be a minimum of 90% Density.
9. Contractor shall delete limestone/gravel parking lot and geotextile fabric from the contract.
10. Owner shall provide 4 corner staked for contractor.
11. Contractor shall include in his bid 6 rain days as part of the contract.
12. The low bidder will have until July 10, 2015, Friday at 5:00pm, to submit to engineer a report of their source of material to be used along with a geotechnical report on material to be used. If apparent low bidder fails to identify their source and provide a geotechnical report in a timely manner then the next low bidder will be notified that they have five (5) days to meet this requirement.
13. Contractor shall erect a viewing tower at the entrance to allow for an owner's representative to observe all trucks for proper loads. Contractor shall provide haul tickets to owner's representative.

**SIGN-IN SHEET**

A/E PROJECT NO.: 20-1511  
 PROJECT NAME: Lake Forest Charter School Rear Campus Site Preparation  
 DATE: 6/29/2015  
 LOCATION: Lake Forest Charter School (1200 Hayne Blvd)

NAME	COMPANY	PHONE	FAX	EMAIL
1 Matt Falati	Meyer Engineers, Ltd.	504-885-9892	504-887-5056	mfalati@meyer-e-l.com
2 NAYAN KAPURJON	CYCLE CONSTRUCTION CO	504-467-1444	504-467-1222	NKAPURJON@CYCLECONSTRUCTION.COM
3 Brian Tenette	PEERZ APC	504-584-5100	504-584-5140	Calphonso@e-perez.com btenette@e-perez.com
4 Glenda Allen	K-Belle Consultants	504-488-0222	504-617-7797	gallen@k-belle.com
5 Edward Wood	Alaphy Construction/Trucking	504-799-5024	504-277-0077	e.wood@alaphy.com
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NAME	COMPANY	PHONE#	E-MAIL
J. HS	Cuzan	504 570 3089	CuzanServices@gmail.com
Clayton Daigle	Hard Rock	504-835-1050	JJuneau@HardRockconstruction
LANNY CARAUX	Beverly Const. Co.	985-264-8725	LANNY@Beverlyinc.com
Sidney Robert	Tuna Construction	504.202.3427	Sidney@TunaConstruction.com
Teeay lovealac	UT. City Construction	601-922-9355	Tlovealac@uci-ms.com
Ricky Silk	Eastover Excavators LLC	318-8051776	RSilk1955@yahoo.com <del>RSilk</del>
Leon Dupclay	Clay Construction Group	504-327-5272	info@clayconstructiongroup.com

**AFFIDAVIT**

STATE OF LOUISIANA  
LAKE FOREST CHARTER SCHOOL

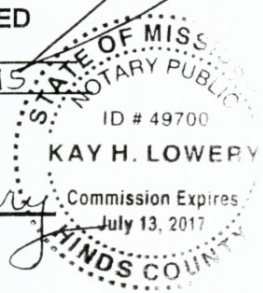
BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED Jarrod Madison, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE IS THE FULLY AUTHORIZED Vice President OF Utility Constructors Inc. (HE REIN AFTER REFERRED TO AS BIDDER) THE PARTY WHO SUBMITTED A BID FOR Lake Forest Charter School Rear Campus Site Preparation WHICH BID WAS RECEIVED BY CITY OF WESTWEGO ON July 7, 2015 AND SAID AFFIANT FURTHER SAID:

- 1) That bidder employed no person, corporation, firm, association or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the bidder whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for bidder; and
- 2) That no part of the contract price received by bidder 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 bidder whose services in connection with the construction of the public building or project were in the regular course of their duties for bidder.
- 3) Said bid is genuine and the bidder has not colluded, conspired or agreed directly or indirectly with any other bidder to offer a sham or collusive bid.
- 4) Said bidder has not in any manner, directly or indirectly, agreed with any other person to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to induce any other person to refrain from bidding.
- 5) Said bidder is not intended to secure an unfair advantage of benefit from the Lake Forest Charter School or in favor of any person interested in the proposed contract.

[Signature]

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS 6<sup>th</sup>  
DAY OF July, 2015

Kay H. Lowery  
NOTARY PUBLIC



Revised 8/24/05



**CORPORATE RESOLUTION**

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF  
Utility Constructors, Inc  
INCORPORATED.

AT THE MEETING OF DIRECTORS OF Utility Constructors, Inc  
INCORPORATED, DULY NOTICED AND HELD ON December 12, 2014,  
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED.  
IT WAS:

RESOLVED. THAT Jarrod Madison, BE AND IS  
HEREBY APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND  
ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND  
AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS,  
BIDDING, CONCERNS AND TRANSACTIONS WITH THE LAKE FOREST CHARTER  
SCHOOL OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS,  
INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS,  
DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO  
RECEIVE AND RECEIPT THEREFOR ALL PURCHASE ORDERS AND NOTICES  
ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT,  
THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND  
ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND  
ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE  
A TRUE AND CORRECT COPY OF AN  
EXCERPT OF THE MINUTES OF THE  
ABOVE DATED MEETING OF THE  
BOARD OF DIRECTORS OF SAID  
CORPORATION, AND THE SAME HAS  
NOT BEEN REVOKED OR RESCINDED.

Kay Lowery  
SECRETARY-TREASURER

July 6, 2015  
DATE

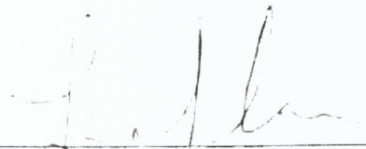
CONSENT OF THE DIRECTORS OF  
Utility Constructors, Inc.  
TO ACTION WITHOUT A MEETING  
December 12, 2014

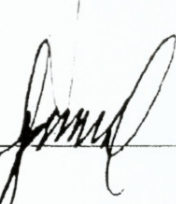
The undersigned, being all of the directors of Utility Constructors, Inc. (the "Corporation") do hereby consent to the following resolution by signing their written consent hereto:

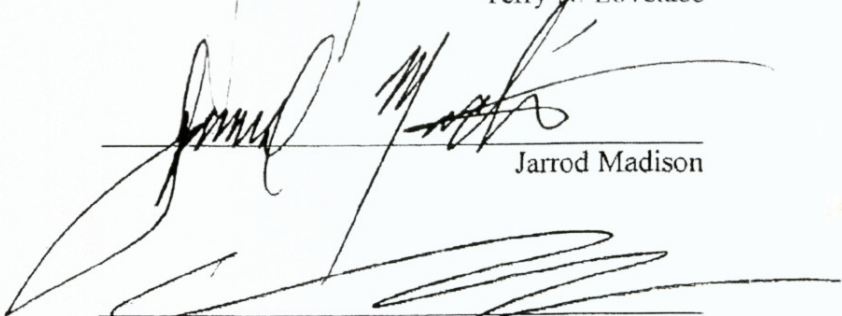
RESOLVED, that for the next fiscal year the officers of the Corporation shall be as follows: Terry N. Lovelace, President, Farris Gibbs, Vice President, Christopher Lovelace, Vice President, Jarrod Madison, Vice President, Kay Lowery, Secretary, and Tammie Lowery, Treasurer.

That pursuant to Section 79-4-8.21 of the Mississippi Code of 1972, as amended, all of the directors entitled to vote on the action hereinabove have signed this consent, or a duplicate thereof, evidencing their consent to the action taken, and have delivered same to the Corporation for inclusion in the minutes or filing with the corporate records.

Dated as of the 12th day of December, 2014.

  
\_\_\_\_\_  
Terry N. Lovelace

  
\_\_\_\_\_  
Jarrod Madison

  
\_\_\_\_\_  
Christopher Lovelace

original

# UTILITY CONSTRUCTORS, INC.

*Utility & Commercial Contractors*

## **Clay Borrow Source**

Project: Lake Forest Charter School  
Rear Campus Site Preparation

July 7, 2015

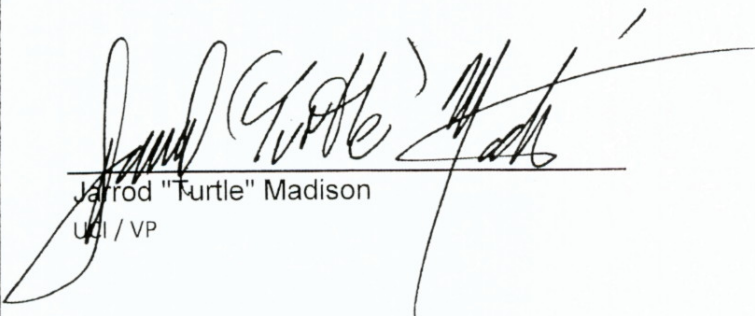
Engineer: Meyer Engineers, LTD  
4937 Hearst Street, Suite 1B  
Metairie, LA 7001

Bid Date: July 7, 2015 @ 2:00 P.M.

Gentleman,  
Per addendum number 1 dated July 1, 2015, Utility Constructors, Inc. is submitting East Over Pit located in New Orleans East as it's supplier of materials for the above referennced project.

Attachments:

1. Geotechnical Report on borrow material



Jarrod "Turtle" Madison  
UCI / VP

# Geotechnical Engineering Associates, LLC

Post Office Box 86, Brandon, MS 39043  
1700 West Government Street, Building A, Suite D, Brandon, MS 39042



David M. Coleman, P.E. Principal Engineer

Phone: 601-824-2060

Fax: 601-824-2466

September 11, 2014

RE: Materials Testing Services  
Eastover Pit Materials Testing  
New Orleans East, LA  
GEA Project: 14057

Geotechnical Engineering Associates, LLC (GEA) is pleased provide materials testing services to Utility Contractors to evaluate the soils of 6 cells within the Eastover Pit located in New Orleans East, Louisiana. The samples were collected by GEA at the pit on August 26, 2014.

Six soil samples were submitted for visual classification (ASTM D 2488), moisture content (ASTM D 2216), Atterberg Limit determination (ASTM D4318), and sieve analysis (ASTM D 442), Salinity (Method 2520-2011) and Standard Effort Compaction Test (ASTM D 698). This testing was performed in accordance with the guidelines established by the American Society for Testing and Materials (ASTM). Table 1 provides the results of these tests.

Cell #	Description Unified Soil Classification	Natural Moisture Content %	Atterberg Limit Determination			Percent Passing 200	Salinity (SU)
			Liquid Limit	Plastic Limit	Plasticity Index		
Cell 1A	Brown and gray Clay	34.7%	61	23	38	97.6%	2.25
Cell 1B	Brown and gray Clay	34.3%	62	22	40	97.3%	1.87
Cell 2	Brown and gray Clay	30.0%	64	22	42	98.5%	2.74
Cell 3A	Brown and gray Clay	33.0%	66	23	43	97.9%	2.83
Cell 3B	Brown and gray Clay	31.1%	63	24	39	99%	2.91
Cell 4	Brown and gray Clay	35.1%	65	24	41	99.4%	2.08

We appreciate the opportunity to provide these testing services. If we can answer any questions or provide any additional information, please call.

Sincerely,  
**GEOTECHNICAL ENGINEERING ASSOCIATES, LLC**

David M. Coleman, P. E.

DMC/jjj  
Electronic Submittal: [ucilovelace@yahoo.com](mailto:ucilovelace@yahoo.com)  
Geotechnical Engineering Associates, LLC  
Louisiana Certificate of Authority No. 4083  
Expires September 30, 2015

State of Louisiana  
Professional  
State Licensing Board for Contractors

This is to Certify that:

UTILITY CONSTRUCTORS, INC.  
P. O. Box 13627  
Jackson, MS 39236

is duly licensed and entitled to practice the following classifications

MUNICIPAL AND PUBLIC WORKS CONSTRUCTION; SPECIALTY: EARTHWORK, DRAINAGE AND LEVEES



Witness our hand and seal of the Board dated,  
Baton Rouge, LA 18th day of April 2015

*M. S. McCoy*  
Director

*See next page*  
Chairman

This License is Not Transferable

*Andy Shaw*  
Secretary-Treasurer

Expiration Date: April 17, 2016

License No: 40136