

Facility Planning and Control
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

April 10, 2017

Dammon Engineering, Inc.
554 Old Spanish Trail
Slidell, LA 70458

RE: Sewer System Renovation
Bridge City Center for Youth
Bridge City, Louisiana
Project No: 08-403-11-01, Part 01 &
01-107-06B-11, Part U7 (Supplement)

Sir or Madam:

The Notice to Proceed has been issued on the above referenced project. Please schedule a pre-construction conference with the Using Agency, the Contractor, his subcontractors, your office, and this office. **Remember, a pre-construction conference shall not be held without a representative from Facility Planning and Control in attendance.**

Please have the Contractor submit at this conference the requirements listed in Item 1, of Section 15, Pre-Construction Conference Agenda of the Instructions to Designers.

We ask you to furnish all information on the enclosed Final Cost and Construction Data Report, except where noted to be completed by this Department and to return this report to us upon completion of the project.

The Owner will select and contract for testing services after being furnished written information from the Designer as to the type and number of tests to be performed. We will pay for tests that pass, or in case of failure, the first test. The expenses for subsequent tests necessary to verify product acceptability will be borne by the Contractor.

Sincerely,

Mark A. Moses
Director

-Denise Brumfield
Administrative Director

DB/sp
Enclosure
c: ARC Mechanical Contractors, Inc.

Facility Planning and Control
State of Louisiana
Division of Administration

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JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

April 10, 2017

NOTICE TO PROCEED

ARC Mechanical Contractors, Inc.
Post Office Box 6720
Slidell, Louisiana 70469-6720

RE: Project No. 08-403-11-01, Part 01 & 01-107-06B-11, Part U7 (Supplement)

Building - State ID No.: N/A Site Code: 1-26-004

Type of Contract: Sewer System Renovation
Bridge City Center for Youth
Bridge City, Louisiana

Amount of Contract: \$315,900.00

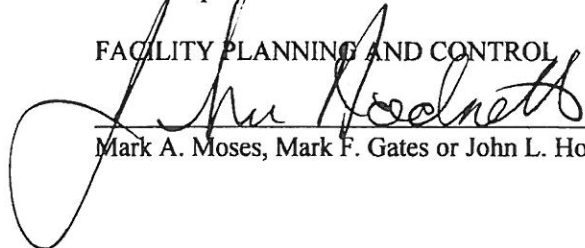
Type of Funding: Capital Outlay

Contract Total Equals: Base Bid Only

You are hereby notified to commence work on the referenced contract on or before **May 1, 2017** and are to fully complete the work (on or before) **August 30, 2017** within **120** consecutive calendar days thereafter. Your contract completion date is therefore **August 30, 2017**.

The contract provides for assessment of the sum of **\$500.00** as liquidated damages for each consecutive calendar day that the work remains incomplete after the above established contract completion date.

FACILITY PLANNING AND CONTROL



Mark A. Moses, Mark F. Gates or John L. Hodnett

MAM:sp
ARCHITECT: Dammon Engineering, Inc.
554 Old Spanish Trail
Slidell, LA 70458

c: Office of State Fire Marshal

FINAL COST AND CONSTRUCTION DATA REPORT

PROJECT NAME: _____ SCHEDULE NUMBER: _____ PART NUMBER _____
 LOCATION _____ SITE CODE: _____ BUILDING I.D. _____
 DESIGNER: _____ BID DATE: _____
 CONTRACTOR: _____ COMPLETION DATE: _____

BUILDING AREA:

ENCLOSED AREA: _____
 COVERED AREA(@1/2 actual) _____

DIVISIONS	COST	PER SQ FT	
		PER CENT	AMOUNT
DIVISION 1	General Requirements	_____	_____
DIVISION 2	Existing Conditions	_____	_____
DIVISION 3	Concrete	_____	_____
DIVISION 4	Masonry	_____	_____
DIVISION 5	Metals	_____	_____
DIVISION 6	Woods and Plastics	_____	_____
DIVISION 7	Thermal & Moisture Protection	_____	_____
DIVISION 8	Openings	_____	_____
DIVISION 9	Finishes	_____	_____
DIVISION 10	Specialties	_____	_____
DIVISION 11	Equipment	_____	_____
DIVISION 12	Furnishings	_____	_____
DIVISION 13	Special Construction	_____	_____
DIVISION 14	Conveying Equipment	_____	_____
DIVISION 21	Fire Suppression	_____	_____
DIVISION 22	Plumbing	_____	_____
DIVISION 23	HVAC	_____	_____
DIVISION 26	Electrical	_____	_____
DIVISION 27	Communications	_____	_____
DIVISION 31	Earthwork	_____	_____
DIVISION 32	Exterior Improvements	_____	_____
DIVISION ____	_____	_____	_____
DIVISION ____	_____	_____	_____
Total		_____	_____

FOR FACILITY PLANNING AND CONTROL USE

Designers Fee: _____
 Administrative Cost _____
 Equipment _____
 Change Orders -- Misc. _____
 Omission or Error _____
 Owner Requested _____
TOTAL PROJECT COST _____

Remarks _____

BUILDING CLASSIFICATION: _____
LIFE SAFETY CLASSIFICATION: _____
BUILDING CODE CLASSIFICATION: _____
 Type of Facility _____
 New _____ Addition _____ Renovation _____ No. of Bldgs. _____ Stories _____
 Number of Beds _____ Cost per Bed _____
 Number of Occupants _____ Cost per Occupant _____
BUILDING CONSTRUCTION DESCRIPTION:
 Site work _____ No. of Parking Spaces _____
 Foundation System _____
 Structural Framing System _____
 Exterior Walls _____
 Insulation Walls _____ Attic _____
 Roof Deck _____
 Insulation _____
 Surface _____
 Interior Partitions _____
 Ceiling System _____
 Finishes Floors _____
 Walls _____
 Ceilings _____
 Specials Construction _____
 Conveying Systems _____
 Sewage Disposal System _____
 Water Supply System _____
 Sprinkler System _____
 Heating System _____ BTUH
 Cooling System _____ Tons
 Electrical System _____

DESIGNER SIGNATURE: _____
 Date: _____

Facility Planning and Control
State of Louisiana
Division of Administration

JOHN BEL EDWARDS
GOVERNOR



JAY DARDENNE
COMMISSIONER OF ADMINISTRATION

April 10, 2017

ARC Mechanical Contractors, Inc.
Post Office Box 6720
Slidell, Louisiana 70469-6720

RE: Sewer System Renovation
Bridge City Center for Youth
Bridge City, Louisiana
Project No: 08-403-11-01, Part 01 &
01-107-06B-11, Part U7 (Supplement)

Sir or Madam:

Please find enclosed the following documents relative to the referenced project:

1. One fully executed copy of the Construction Contract in the amount of **\$315,900.00**
2. Notice to Proceed

This letter constitutes approval of the referenced project by this office.

Facility Planning and Control will record the Construction Contract with the appropriate Clerk of Court's Office. **DO NOT RECORD THIS CONTRACT.**

Sincerely,

Mark A. Moses
Director

Denise Brumfield
Administrative Director

DB/sp
Enclosures

- c: Mr. Curtis Badon, OJJ, via email w/encl.
Dammon Engineering, Inc., w/encl. ✓
Hartford Fire Insurance Company, w/encl.
Mr. Creighton Stout, FP&C, via email w/encl.
Mr. Fred Dugas, FP&C, via email w/encl.

CFMS 737334

CONTRACT BETWEEN OWNER AND CONTRACTOR
AND PERFORMANCE AND PAYMENT BOND

BOND NO. 43BCSHP5638

This agreement entered into this 10th day of April, 2017, by **ARC Mechanical Contractors, Inc.** hereinafter called the "Contractor", whose business address is **Post Office Box 6720, Slidell, Louisiana 70469-6720**, and the State of Louisiana Division of Administration, herein represented by the contracting officer executing this contract, hereinafter called the "Owner".

Witnesseth that the Contractor and the Owner, in consideration of premises and the mutual covenants; consideration and agreement herein contained, agree as follows:

Statement of Work: The contractor shall furnish all labor and materials and perform all of the work required to build, construct and complete in a thorough and workmanlike manner:

Sewer System Renovation
Bridge City Center for Youth
Bridge City, Louisiana
Project No.: 08-403-11-01, Part 01 &
01-107-06B-11, Part U7 (Supplement)
State ID No.: N/A Site Code: 1-26-004

in strict accordance with Contract Documents prepared by:

Dammon Engineering, Inc.
554 Old Spanish Trail
Slidell, LA 70458

It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated **October 1, 2016**, Addenda number(s) N/A, the Instruction to Bidders, Bid Form, General Conditions, Supplementary Conditions, any Addenda thereto, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Construction Documents are incorporated herein by reference with the same force and effect as though said Construction Documents were herein set out in full.

Time for Completion: The work shall be commenced on a date to be specified in a written order of the Owner and shall be completed within 120 consecutive calendar days from and after the said date.

Liquidated Damages: Contractor shall be assessed Liquidated Damages in the amount of **\$500.00** per day for each consecutive calendar day which work is not complete beginning with the first day beyond the completion time.

Compensation to be paid to the Contractor: The Owner will pay and the Contractor will accept in full consideration for the performance of the contract the sum of **Three Hundred Fifteen Thousand Nine Hundred and NO/100 Dollars (\$315,900.00)** which sum represents the **Base Bid Only**.

Performance and Payment Bond: To these presents personally came and intervened MICHELE M. ELLSWORTH, herein acting for HARTFORD FIRE INSURANCE COMPANY, a corporation organized and existing under the laws of the State of CONNECTICUT, and duly authorized to transact business in the State of Louisiana, as surety, who declared that having taken cognizance of this contract and of the Construction Documents mentioned herein, he hereby in his capacity as its Attorney in Fact obligates his said company, as Surety for the said Contractor, unto the said Owner, up to the sum of **Three Hundred Fifteen Thousand Nine Hundred and NO/100 Dollars (\$315,900.00)**. By issuance of this bond, the surety acknowledges they are in compliance with R.S. 38:2219.

The condition of this performance and payment bond shall be that should the Contractor herein not perform the contract in accordance with the terms and conditions hereof, or should said Contractor not fully indemnify and save harmless the Owner, from all cost and damages which he may suffer by said Contractor's non-performance or should said Contractor not pay all persons who have and fulfill

obligations to perform labor and/or furnish materials in the prosecution of the work provided for herein, including by way of example workmen, laborers, mechanics, and furnishers of materials, machinery, equipment and fixtures, then said Surety agrees and is bound to so perform the contract and make said payment(s).

Provided, that any alterations which may be made in the terms of the contract or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the contract, or any other forbearance on the part of either the Owner or the Contractor to the other shall not in any way release the Contractor or the Surety from their liability hereunder, notice to the Surety of any such alterations, extensions or other forbearance being hereby waived.

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1972, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, sex, sexual orientation, religion, national origin, political affiliation, genetic information, age or disabilities. Any act of discrimination committed by Contractor or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

In Witness whereof, the parties hereto on the day and year first above written have executed this agreement in six (6) counterparts, each of which shall, without proof or accountancy for the other counterparts, be deemed an original thereof.

WITNESSES:

Karin Hunter
FP&C Witness #1 Sign Here

Denise Brumfield
FP&C Witness #2 Sign Here

Jacob Boncher
Contractor Witness #1 Sign Here

[Signature]
Contractor Witness #2 Sign Here

Sherry Jensen
Surety Witness #1 Sign Here

Kate Valente
Surety Witness #2 Sign Here

**STATE OF LOUISIANA
DIVISION OF ADMINISTRATION**

BY: *Mark A. Moses*
Mark A. Moses
FP&C Director

BY: *[Signature]*
ARC Mechanical Contractors, Inc.

SURETY:
HARTFORD FIRE INSURANCE COMPANY

BY: *Michele M. Ellsworth*
ATTORNEY IN FACT MICHELE M. ELLSWORTH

ONE HARTFORD PLAZA

HARTFORD, CT 06115
ADDRESS

(860) 547-5000
TELEPHONE NUMBER

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
 Bond T-12
 One Hartford Plaza
 Hartford, Connecticut 06155
 email: bond.claims@thehartford.com
 call: 888-266-3488 | fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 43-480815

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Brian P. Bordlee, Charles F. Cowand, Anthony Currera, Alexander J. Ellsworth, William H. Ellsworth, Michele M. Ellsworth, Lauren T. Guillory, Ralph J. LeBlanc of METAIRIE, Louisiana

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
 Notary Public
 My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **April 10, 2017**.
 Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President