

Office of Community Development
Disaster Recovery Unit
Hazard Mitigation Grant Program

COMBINED PERFORMANCE AND PAYMENT BOND

Roubion Construction Company, Inc./Roubion Roads & Streets Division

(Enter Name of Contractor)

as Principal, and RLI Insurance Company

(Enter Name of Surety)

a Surety Company or Companies *authorized to do business in Louisiana, as Surety, are bound in solido, jointly unto
City of Slidell

(Enter Name of HMGP Grant Applicant)

as Homeowner, and to the State of Louisiana, Division of Administration Office of Community Development, Disaster Recovery Unit ("OCD/DRU") in the sum of
Thirty Four Thousand Twenty Four and 50/100ths

DOLLARS (\$ 34,024.50)

(Enter Total Amount of Contract)

payable in lawful money of the United States, and to this bond do obligate their heirs, successors and assigns.

*In the case of cosureties, the cosureties assume an obligation in the sum of

DOLLARS(\$)

for

and

DOLLARS(\$)

for

This bond is issued in connection with a contract dated 11-27-2012 between Principal and homeowner to perform hazard mitigation activities, which contract is attached hereto and made a part of this agreement. It is agreed by the parties that this bond is given in accordance requirements of policies of OCD-DRU grant program to which the homeowner has applied for advance funding under a grant which may fund the above described contract at least in part. To the extent that the procedure notices of that program require any contract terms to be expressly included in the contract attached hereto, the attached contract shall be deemed amended to include those required terms. By issuance of this bond, the surety acknowledges it is a company in compliance with the surety qualifications set forth in OCD-DRU HM Procedure Notice Number 28, "Elevation Contractor Bond Requirements".

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The condition of this performance bond shall be that should the Principal herein not perform the contract in accordance with the terms and conditions hereof, or shall said Principal not fully indemnify and save harmless the Homeowner, from all cost and damages which he may suffer by said Principal's non-performance then said Surety agrees and is bound to so perform the contract.

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 Homeowner of any extension of time for the performance of the contract, or any forbearance in the part of either the Homeowner 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 obligation to perform the contract shall include the obligation to fulfill warranty obligations in the contract, but only for defects for which such warranty applies and which occur or become apparent within the two years of the completion of the contract. If the Principal provides insurance which applies and to the extent that such insurer promptly protects the homeowner against the defect, Surety's obligation to fulfill warranty obligations shall not apply.

If the above Principal shall truly and faithfully perform said contract according to its terms, covenants and conditions, and if the Principal and all subcontractors of the Principal shall pay for all work done, labor performed, or material or supplies furnished for use in machines used in the performance of said contract, then this obligation to be null and void, otherwise to remain in full force and effect.

The laws of the State of Louisiana shall govern this contract.

In faith whereof we have subscribed this obligation on the dates noted below.

This 5th day of December 2012.

Witnesses to Principal's Signature:

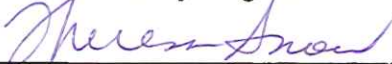
Signature of Witness 1

Printed Name: _____

Signature of Witness 2

Printed Name: _____

Witnesses to Surety's Signature:



Signature of Witness 1

Printed Name: Theresa Snow

Principal:

Company Name of Principal:
Roubion Construction Co., Inc./
Roubion Roads & Streets Division

By:

Signature

Printed Name: _____

Surety:

Company Name of Surety:
RLI Insurance Company

By: 

Signature

Printed Name: Jared T. Strecker Attorney-In-Fact


City of Slidell

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Leslye Blanchard
Signature of Witness 2

Printed Name: Leslye Blanchard

I certify that I am as of the date of this bond a licensed Resident Agent of Louisiana in good standing with the Louisiana Insurance Commission and authorized to countersign this bond on behalf of the Surety or Sureties.

BY 

Jared T. Strecker, Lic # 336987

Typed or Printed Name

Financial Assurance, LLC

Name of Agency

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RLI Surety
 P.O. Box 3967 | Peoria, IL 61612-3967
 Phone: (800)645-2402 | Fax: (309)689-2036
 www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, a(n) Illinois corporation, does hereby make, constitute and appoint:
Mark S. Fruchtnicht, Christopher E. Paulin, Jared T. Strecker, R. Scott Hogan, jointly or severally

in the City of Metairie, State of Louisiana its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 1st day of August, 2012.



RLI Insurance Company

Roy C. Die Vice President

State of Illinois }
 County of Peoria } SS

CERTIFICATE

On this 1st day of August, 2012, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 27th day of November, 2012.

Jacqueline M. Bockler
 Jacqueline M. Bockler Notary Public

RLI Insurance Company

Roy C. Die Vice President

