

Lafayette Parish Recording Page

Louis J. Perret
Clerk of Court
P.O. Box 2009
Lafayette, LA 70502-2009
(337) 291-6400

First MORTGAGOR

LAF-CITY PARISH CONSOLIDATED GOVERN

First MORTGAGEE

TO WHOM

Index Type : MORTGAGES

File Number : 2022-00004963

Type of Document : CONTRACT

Recording Pages : 10

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana.

Louis J Perret
Clerk of Court



On (Recorded Date) : 02/04/2022

At (Recorded Time) : 10:00:23AM



Doc ID - 043684360010

CONTRACT - CONSTRUCTION MANAGEMENT AT RISK

THIS CONTRACT, made and entered into this 3rd day of February, 2022 by and between the Lafayette City-Parish Consolidated Government, Lafayette, Louisiana, hereinafter called "LCG", and Rigid Constructors, LLC of 3091 Highway 104, Opelousas, Louisiana 70570, in the State of Louisiana, hereinafter called the "Contractor".

WITNESSETH:

WHEREAS: LCG has caused the necessary Contract Documents to be prepared for defining the following construction project to be installed for the Lafayette City-Parish Consolidated Government, hereinafter referred to as the "Project;"

Bayou Vermilion Flood Control Project

WHEREAS: LCG has advertised a Request for Qualifications for Construction Management at Risk, has received statements of qualifications from contractors, analyzed same and duly awarded a contract to the "Contractor", for pre-construction services as hereinafter set forth and as stated more in detail in the Contract Documents to wit: Request for Qualifications, Standard Specifications, Supplemental Specifications, Special Provisions, Performance and Payment Bonds, Drawings and Plans, all of which documents are made a part of this Contract; and

WHEREAS: It is agreed and understood this Contract is only for the Contractor to perform Pre-Construction Services and any construction services requested by LCG prior to execution of a Guaranteed Maximum Price Amendment, and to prepare and submit its Guaranteed Maximum Price proposal, all as set forth in the Contract Documents. The Contract Documents describe the conditions under which this Contract may be amended to include construction services for the Project.

NOW, THEREFORE, it is hereby agreed that for the sum of Twenty Thousand and No/Hundredths Dollars (\$20,000.00) to be paid by LCG to the Contractor, the Contractor agrees to perform all of the pre-construction services and to prepare and submit to LCG its Guaranteed Maximum Price proposal in accordance with the Contract Documents, which are as much a part of the Contract as if repeated verbatim herein.

IT IS FURTHER AGREED AND UNDERSTOOD between the parties hereto that LCG may request and the Contractor may perform construction services prior to execution of a Guaranteed Maximum Price Amendment, and the Contractor shall be paid for such work in accordance with the Contract Documents, which are as much a part of the Contract as if repeated verbatim herein.

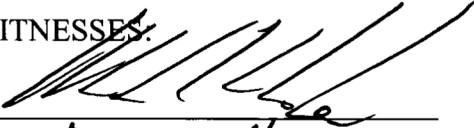
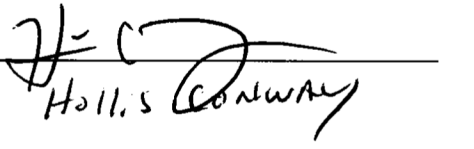
IT IS FURTHER AGREED AND UNDERSTOOD between the parties hereto that if the parties are unable to agree upon constructability, construction phasing and sequencing, the Guaranteed Maximum Price for the Project, the maximum number of contract days to complete Phase 1 of the Project, and to negotiate an amendment to this Contract setting forth their agreement to the foregoing, LCG will readvertise and publicly bid the Project utilizing the design-bid-build delivery method, and the Contractor will be prohibited by law from bidding on the Project.

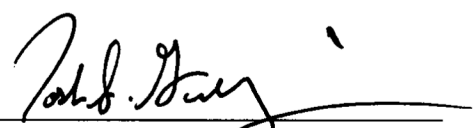
IT IS FURTHER AGREED AND UNDERSTOOD that no amendment or modification of any of the terms or provisions of this Contract shall be valid or binding unless contained in a writing signed by the authorized representatives of the parties.

IN WITNESS THEREOF: The parties have hereto set their hands and seals on the day and year above written.

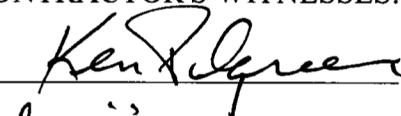
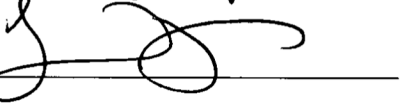
Executed in Two (2) Counterparts

LAFAYETTE CITY-PARISH
CONSOLIDATED GOVERNMENT
LAFAYETTE, STATE OF LOUISIANA

WITNESSES:

MICHAEL HICKS

HOLLIS CONWAY

BY: 
JOSHUA S. GUILLORY
MAYOR-PRESIDENT

CONTRACTOR:

CONTRACTOR'S WITNESSES:

KEN R. GREEN



BY: 
Signature
NAME: Cody Fortier
Type or print name
TITLE: CEO
Type or print title

EXHIBIT A

Affidavit Regarding Criminal Convictions (La. R.S. 38:2227)

STATE OF LOUISIANA

PARISH OF Lafayette

Project Name: Bayou Vermillion Flood Control

Project Number: _____

Date of Submission: 01/20/2022

BEFORE ME, the undersigned authority, duly commissioned and qualified within and for the state and parish aforesaid, personally came and appeared Cody Fortier representing Rigid Constructors, LLC who, being by me first duly sworn deposed and said that he has read and signed this affidavit and does hereby agrees under oath that:

A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named above has been convicted of, or has entered a plea of guilty or nob o contendere to any of the following state crimes or equivalent federal crimes: Public bribery (LA R.S. 14:118); Corrupt influencing (LA R.S. 14: 120); Extortion (LA R.S. 14:66); and/or Money laundering (LA R.S. 14:230).

B. Within the past five (5) years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nob o contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes: Theft (LA R.S. 14:67); Identity Theft (LA R.S. 14:67.16); Theft of a business record (LA R.S. 14:67.20); False accounting (LA R.S. 14:70); Issuing worthless checks (LA R.S. 14:71); Bank fraud (LA R.S. 14:71.1); Forgery (LA R.S. 14:72); Contractor misapplication of payments (LA R.S. 14:202); and/or Malfeasance in office (LA R.S. 14:134).

WITNESSES:

Joy Bess

[Signature]

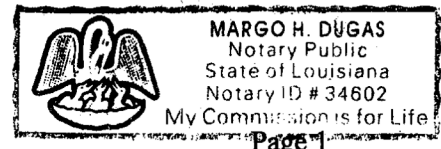
AFFIANT:

By: [Signature]
Name: Cody Fortier
Title: CEO

Sworn to and subscribed before me this 18 day of January, 2022, 2019.

[Signature]

Notary Public



Request for Qualifications
Construction Management at Risk
Bayou Vermilion Flood Control Project

EXHIBIT B

SECTION H

Affidavit for Verification of Employees (La. R.S. 38:2212.10)

STATE OF LOUISIANA

PARISH OF Lafayette

BEFORE ME, the undersigned authority, duly commissioned and qualified within and for the state and parish aforesaid, personally came and appeared Cody Fortier representing Rigid Constructors, LLC who, being by me first duly sworn deposed and said that he has read and signed this affidavit and does hereby agree under oath that:

- A. Affiant is registered and participates in a status verification system to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens.
- B. If awarded the contract, Affiant shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
- C. If awarded the contract, Affiant shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (B) of this Subsection.

WITNESSES:

Joy Bey
[Signature]

AFFIANT:

By: [Signature]
 Name: Cody Fortier
 Title: CEO

Sworn to and subscribed before me this 18 day of January, 2022
2019.

[Signature]
 Notary Public

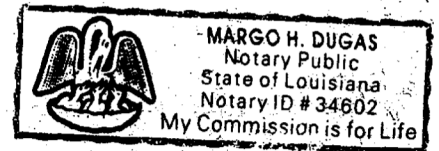


EXHIBIT C

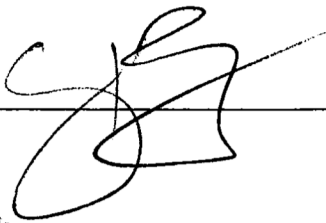
AFFIDAVIT OF NON-COLLUSION

STATE OF Louisiana

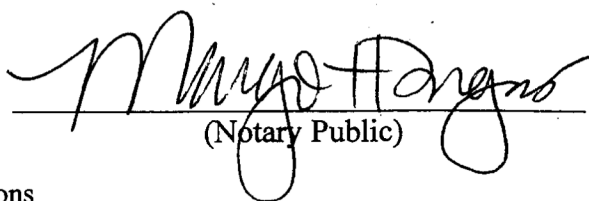
PARISH OF Lafayette

This 14 day of January, 2022, personally came and appeared before me, the undersigned Notary Public, duly commissioned and qualified within and for the Parish of Lafayette, State of Louisiana, Cody Fortier, who, after being by me duly sworn, did depose and say that he has been selected as Contractor for the Lafayette Consolidated Government on **Bayou Vermilion Flood Control Project** and that he does hereby certify in compliance with L.R.S. 38:2224 that he has employed no person, corporation, firm, association or other organization, either directly or indirectly, to secure the Contract for the above mentioned public project, other than persons regularly employed by him whose services in connection with the construction of said public project or in securing the Contract for same were in the regular course of their duties for him; and, that no part of the contract price received, or to be received, by him 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 him whose services in connection with the construction of said public project were in the regular course of their duties for him, and further declares that he has in no way entered into a collusion to increase the cost of the project and has no knowledge of such collusion on the part of any sub-contractor or suppliers of material to him for this project.

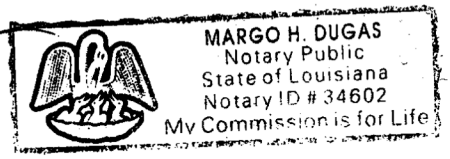
APPEARER FURTHER DECLARES that he will, in all respects, comply with the public contract laws of the State of Louisiana, including Title 38 of the Louisiana Revised Statutes, and particularly Section 2224 of said Title 38 of the Louisiana Revised Statutes.



Sworn to and subscribed before me this 18 day of January, 2022.



(Notary Public)



Request for Qualifications
Construction Management at Risk
Bayou Vermilion Flood Control Project

Bond # 7901017650

SECTION F

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned Rigid Constructors, LLC as
Principal, and

Nationwide Mutual Insurance Company a Corporation duly authorized to transact business in the State of Louisiana, as Surety, are held and firmly bound unto the Lafayette City-Parish Consolidated Government, existing under the laws of the State of Louisiana, in the penal sum of

Twenty Thousand and 0/100 Dollars (\$20,000.00) lawful money of the United States, for the payment of which will and truly to be made, the said surety does hereby bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally, by these presents as follows:

WHEREAS, the Principal has entered into a Contract with the Lafayette City-Parish Consolidated Government, bearing the date of February 3, 2022, for Bayou Vermillion Flood Control Project, which shall be completed by midnight June 30, 2022, upon certain terms and conditions, completely set out in said Contract; and

WHEREAS, it was one of the conditions of award by the Consolidated Government, pursuant to which the contract hereinabove referred to was entered into, that these presents shall be executed:

NOW, THEREFORE the conditions of this obligation are such that if the Principal shall in all respects fully comply with the terms and conditions of said Contract and his obligations thereunder, including the specifications, proposals and plans therein referred to and made a part thereof, and such alterations as may be made on such plans and specifications as therein provided for, and shall indemnify and save harmless the Consolidated Government against or from all costs, expenses, damages, injury or loss, to which the Consolidated Government may be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence, or default including patent infringement on the part of the Principal, his agents or employees, in the execution of performance of said Contract, and shall promptly pay all claims for damages or injury to property and for work done, or skill, tools, machinery, supplies, labor and materials furnished and debts incurred by the Principal in or about the performance of the work contracted for, this obligation to be void.

And the Surety, for value received hereby stipulates and agrees that no change, extension of time, or alteration or addition to the terms of the Contract or the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

PERFORMANCE AND PAYMENT BOND

This bond shall be for the use of the Consolidated Government and all persons doing work or furnishing skill, tools, machinery or materials for the purpose of the Contract herein above referred to.

In Testimony whereof, the Principal and the Surety have caused these presents to be duly signed and sealed in two (2) counterparts this 3rd day of February, 2022.

EXECUTED IN TWO (2)

COUNTERPARTS
WITNESSES:

Thomas Cochrane
Alex Rhodes
Linda Sunday
Priscilla Pugh

Rigid Constructors, LLC

BY [Signature]

Nationwide Mutual Insurance Company

BY Mary E. Rhodes
LA. LICENSE NO. 555153
Mary E. Rhodes, Attorney In Fact

SURETY COMPANY CONTACT INFORMATION:

Name: Nationwide Mutual Insurance Company

Phone: 614-249-7111

Fax: N/A

Mailing Address: One West Nationwide Blvd., FSSC-RR

Columbus, OH 43215-2220

Request for Qualifications
Construction Management at Risk
Bayou Vermillion Flood Control Project

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

AMY L DOUGAY; CHARLES E REAGIN, III; CHARLOTTE RAMSEY; CHARLOTTE L WRIGHT; CHRISTOPHER BOONE; DAVID FORTENBERRY; DEBBIE DUNAWAY; DEWEY B MASON; JAMES ELEY BRASHIER; JOSEPH BEATTIE; KATHLEEN SCARBOROUGH; KIMBERLY BARHUM; LISA BUTLER; MARKHAM R MCKNIGHT; MARY E RHODES; PATRICK MASON; STEPHANIE S MCKNIGHT; STEVEN P THIBODEAUX; SUSAN SKRMETTA; TAWANDA A WEATHERSPOON; THOMAS M SANDAHL; TRENT J SANDAHL; TROY P WAGENER; WILLIAM G MCKNIGHT;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Suzanne C. Delio
Notary Public, State of New York
No. 02DE6126649
Qualified in Westchester County
Commission Expires September 16, 2021

[Handwritten signature of Suzanne C. Delio]
Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 31st day of February, 2022.

[Handwritten signature of Laura B. Guy]

Assistant Secretary

EXHIBIT H



CF00000-01

JLH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2021

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 have ADDITIONAL INSURED provisions or 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 Dwight Andrus Insurance 500 Dover Blvd. Sta. 110 Lafayette, LA 70503	CONTACT NAME: _____ PHONE (A/C, No., Ext.): (337) 981-7300 FAX (A/C, No.): (337) 984-2166 E-MAIL ADDRESS: customerservice@andrus.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B: American Casualty Company Of Reading, Pennsylvania</td> <td>20427</td> </tr> <tr> <td>INSURER C: Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER D: Louisiana Workers' Comp. Corp.</td> <td>22350</td> </tr> <tr> <td>INSURER E: Clear Blue Insurance Co Inc</td> <td>28860</td> </tr> <tr> <td>INSURER F: Travelers Casualty & Surety Co of America</td> <td>31194</td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Casualty Company	20443	INSURER B: American Casualty Company Of Reading, Pennsylvania	20427	INSURER C: Continental Insurance Company	35289	INSURER D: Louisiana Workers' Comp. Corp.	22350	INSURER E: Clear Blue Insurance Co Inc	28860	INSURER F: Travelers Casualty & Surety Co of America
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INSURED Rigid Constructors, LLC 3861 Ambassador Caffery Parkway, Suite 175 Lafayette, LA 70503														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (RSD) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____		7012170900	3/11/2021	3/11/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMPL BENEFITS A \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		7011876010	3/11/2021	3/11/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		7011876024	3/11/2021	3/11/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A <input checked="" type="checkbox"/> Y N/A		155403D	3/11/2021	3/11/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Commercial Umbrella		WCCNCEL000103801	3/11/2021	3/11/2022	Limit \$ 5,000,000
F	Employment Practices		107060697	3/11/2020	3/11/2023	*SEE BELOW*

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 ACTUAL POLICY FORMS & ENDORSEMENTS ARE AVAILABLE UPON REQUEST FOR REVIEW

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER Lafayette City-Parish Consolidated Government, its officials, employees, and volunteers PO Box 4017-C Lafayette, LA 70502	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2018/03)

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