

# St. Bernard Parish Certified Copy

Randy S. Nunez  
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Chalmette, LA 70044  
(504) 271-3434

Received From :  
ST BERNARD PARISH SHERIFFS OFFICE  
P O BOX 168  
CHALMETTE, LA 70044

**First MORTGAGOR**

MIKE MUNNA CONSTRUCTION LLC

**First MORTGAGEE**

ST BERNARD PARISH GOVERNMENT

Index Type : MORTGAGES

File Number : 624138

Type of Document : CONTRACT

Book : 1902 Page : 203

Recording Pages : 12

Description : LAND SITE CLEARING PROPOSED FUTURE LIBRARY- LA 39/JUDY DR

## Recorded Information

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

On (Recorded Date) : 05/23/2019

At (Recorded Time) : 4:00:01PM



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CLERK OF COURT  
RANDY S. NUNEZ  
Parish of St. Bernard

I certify that this is a true copy of the attached  
document that was filed for registry and  
Recorded 05/23/2019 at 4:00:01  
Recorded in Book 1902 Page 203  
File Number 624138

Deputy Clerk

/S/MANDY B. FLEETWOOD

## C O N T R A C T

This agreement made and entered into at Chalmette, Louisiana, St. Bernard Parish, Louisiana this day May 3, 2019 by and between the St. Bernard Parish Government, State of Louisiana, HEREIN represented by the President Guy S. McInnis, HEREINAFTER called the Owner and Mike Munna Construction, LLC, represented by Mike Munna, HEREINAFTER called the contractor.

WITNESSETH: That the Owner and the Contractor, for the considerations hereinafter named, agrees as follows:

The Contractor shall furnish all materials, labor and equipment required in the Contract Documents entitled: **“Land Site Clearing, Proposed Future Library – LA 39/Judy Drive”**

All in accordance with the said Contract Documents prepared by the St. Bernard Parish Government Department of Public Works.

The Owner agrees to pay the Contractor for the materials, labor and equipment furnished in accordance with the contract.

### TOTAL CONTRACT PRICE AND TIME

**\$47,600.00**

All materials, labor, equipment and warranties furnished shall be done in accordance with the attached proposal documentation dated April 8, 2019 which shall become a part of this contract.

### Retainage and Substantial Completion

Pursuant to L.S.A.-R.S. 38:2248, Owner shall retain the following percentages of each progress payment until payment is due under the terms and conditions governing retainage payment:

<u>CONTRACT AMOUNT</u>	<u>RETAINAGE</u>
\$0-\$499,999.99	10%
\$500,000 or greater	5%

After final completion of the work, the Contractor shall notify St. Bernard Parish Government to schedule an inspection of the site. If the Engineer/Inspector by his inspection determines that the work is substantially complete he/she shall prepare a list of all items not satisfactorily completed and notify the Contractor in writing that the work is substantially complete and, subject to satisfactory resolution of those items on the list (punch list), is complete. At such time, 90% of the Contract Price for that work shall be due to the Contractor.

Upon determination by Engineer/Inspector that all work has been completed in a satisfactory manner, St. Bernard Parish Government shall provide written acceptance to the Contractor. St. Bernard Parish Government shall record written acceptance with the recorder of Mortgages, the Parish of St. Bernard paying all cost thereof.

The remaining monies due the Contractor (10% of the Contract Price) for the completed work shall be due to Contractor not earlier than 46 days after recordation of Certificate of Parish's acceptance provided the following:

- a. Contractor shall secure and submit clear lien and privilege certificate, signed and sealed by the Recorder of Mortgages, Parish of St. Bernard and dated at least forty-six days (46) after recordation of certificate of acceptance.

After securing the clear lien and privilege certificate the Contractor shall prepare final application for payment and submit to Engineer.

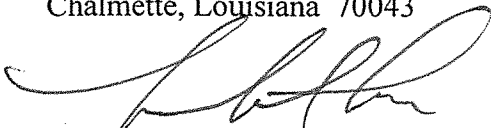
**Performance Bond and Labor & Materials Payment Bond**

~~A Performance Bond and Labor & Materials Payment Bond, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Contractor obligations under the contract documents are attached.~~

**Certificate of Insurance**

A Certificate of Insurance is attached in compliance with the St. Bernard Parish Government Contracts Insurance Requirements.


Mike Munna Construction, LLC  
2200 Plaza Drive  
Chalmette, Louisiana 70043

  
\_\_\_\_\_  
Mike Munna

5-13-2019  
\_\_\_\_\_  
Date

Leri Dookey  
\_\_\_\_\_  
Witness

St. Bernard Parish Government  
8201 West Judge Perez Drive  
Chalmette, Louisiana 70043

  
\_\_\_\_\_  
Guy S. McInnis    *ASB*  
President

5/17/19  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

**Mike Munna Construction, LLC**  
**2200 Plaza Dr**  
**Chalmette, LA 70043**  
**504-650-0063**

**Proposal**

**April 8, 2019**

**TO: St. Bernard Parish Government**  
**Department of Public Works**  
**8201 W. Judge Perez Dr.**  
**Chalmette, LA 70043**

**JOB: Land-Site Clearing for proposed future LIBRARY**  
**Meraux, LA**

This Proposal is for the land-site clearing for the proposed future Library between Bartolo Dr. and Judy Dr. from E. Judge Perez Dr. going back approximately four (4) acres of clearing, as per drawing dimensions.

Removal and disposal of all trees, stumps and brush for the land-site clearing. The job will be left totally clean.

**TOTAL Price for job is \$47,600.**  
**Payment is due upon completion of the job.**

Your consideration in this matter is greatly appreciated.

Sincerely,

Mike Munna

## GENERAL INSURANCE REQUIREMENTS

Any person or company contracting with the St Bernard Parish Government (hereafter referred to as "The Contractor") shall purchase and maintain, for the duration of the contract, insurance for any and all claims including but not limited to injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Contractor, its agents, representatives, volunteers, employees or subcontractors, etc.

### A. MINIMUM SCOPE AND LIMITS OF INSURANCE

#### 1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of Louisiana. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee.

If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law, coverage shall be included and include crewmembers or vessels including transportation, wages, and maintenance with the Employers Liability limit increased to a minimum of \$1,000,000. Coverage with an "In Rem" endorsement should the work to be performed involve watercraft.

#### 2. Commercial General Liability

Commercial General Liability insurance, Broad Form Damage, including Personal and Advertising Injury Liability, Contractual Liability for Contractor's obligation assumed hereunder, Independent Contractors Coverage, Premises/Operations and Products/Completed Operations. There shall be a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (or current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

If applicable, coverage for occurrences results from blasting, explosion or collapse, damage to underground property and injury or destruction of any property resulting there from.

#### 3. Environmental Pollution Liability

~~Pollution Liability insurance, including gradual release as well as sudden and accidental shall have a minimum limit of not less than \$1,000,000 per claim \$2,000,000 Aggregate. Higher limits may be required based on work being performed. This policy should be on an Occurrence basis. Coverage should include the contractor's self-performed work and extend to that of their contractors.~~

~~A claims-made form will be acceptable with a policy period inception date of no later than the first day of anticipated work under this contract and an expiration date of no earlier than 30 days after anticipated completion of all work under the contract shall be provided. There shall be an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy.~~

4. **Commercial Automobile Liability**

Commercial Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (or current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

5. **Excess Umbrella**

Excess Umbrella insurance may be used to meet the minimum requirements for General Liability and Automobile Liability only.

6. **Aircraft & Watercraft Liability**

~~When used by contractor in connection with the work described hereunder, such insurance to include all leased, hired or other non-owned aircraft or watercraft.~~

~~Minimum Liability Limits: Aircraft: \$10,000,000  
Watercraft: Limits up to the value of the vessel or  
\$ 5,000,000, whichever is greater.~~

~~Watercraft to have "In Rem" endorsement. Protection and Indemnity Insurance on all watercraft owned, operated and/or chartered by a contractor.~~

7. **Professional Liability (Errors & Omissions) Insurance**

~~Insurance shall be maintained appropriate to the Contractors profession, with limits no less than \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. St. Bernard Parish Government does not have to be named as an additional Insured on this policy.~~

8. **Flood Insurance**

~~Flood insurance is required on all *eligible* construction contracts.~~

a. ~~If at the time of the contract, there is a current NFIP flood insurance policy in effect that the St. Bernard Parish Government purchases through the NFIP~~

~~but the construction cost increases the value of the building within the \$500,000 NFIP limit, the contractor is responsible for any additional NFIP premium to bring the coverage up to the greater of the fully completed project value or the amount of the construction contract including any amendments or change orders, including content coverage, if such is part of the construction contract.~~

- ~~b. If at the time of the contract, there is a current NFIP flood insurance policy in effect that the St. Bernard Parish Government purchases through the NFIP, Excess Flood Insurance is required if the construction cost increases the value of the location above the NFIP \$500,000 maximum policy limit. Coverage shall be equal to the greater of the fully completed project value or the amount of the construction contract including any amendments or change orders and shall be upon the entire work included in the contract, including content coverage, if such is part of the construction contract.~~

~~Excess Flood Insurance may be provided by the contractor as part of a Builders Risk policy in lieu of a separate Excess Flood policy but either type of flood insurance coverage is acceptable.~~

- ~~c. If St. Bernard Parish Government does not have a current NFIP flood insurance policy in place, the contractor shall obtain flood insurance. Coverage may be through the NFIP for the first layer up to the \$500,000 maximum policy limits allowed. Should the fully completed project value or the amount of the construction contract including any amendments or change orders exceed the \$500,000 NFIP maximum policy limit, an Excess Flood insurance policy or Builders' Risk policy which includes flood insurance coverage is required, including content coverage, if such is part of the construction contract.~~

- ~~d. Contractor shall be responsible for obtaining the elevation certificate should one be needed to secure insurance coverage. For new construction, upon completion of the job, the contractor shall furnish the St. Bernard Parish Government with an elevation certificate for each building which is part of the contract.~~

#### ~~9. Builder's Risk~~

~~Builder's Risk Insurance shall be in an amount equal to the greater of the fully completed project value or the amount of the construction contract including any amendments or change orders and shall be upon the entire work included in the contract. The policy shall provide coverage equivalent to the ISO form number CP 10 20, Broad Form Causes of Loss (extended, if necessary, to include "all perils" of wind, named storm, earthquake, flood collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any~~

~~structure). The policy must include architects' and engineers' fees necessary to provide plans, specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril, not to exceed 10% of the cost of the repair and/or replacement.~~

~~The policy must include coverage for the Owner, Contractor and any subcontractors as their interests may appear.~~

~~The Contractor shall:~~

- ~~a. Be responsible for all deductibles and self-insured retentions;~~
- ~~b. Be responsible for all work in progress until final completion;~~
- ~~c. Procure and maintain for the duration of the work and until acceptance by owner, an All Risk Builders Risk Policy, including Flood and Named Windstorms;~~
- ~~d. Name the St. Bernard Parish Government as a Loss Payee or Named Insured;~~
- ~~e. Provide proof of coverage.~~

## **B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

The Contractor shall be responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions must be declared to and accepted by the St. Bernard Parish Government.

## **C. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

### **1. General Liability and Automobile Liability Coverage**

- a. The St. Bernard Parish Government, its officers, agents, employees and volunteers shall be named as an Additional Insured with a Waiver of Subrogation as regards negligence by the contractor. ISO Form CG 20 10 (or current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the parish.
- b. The Contractor's insurance shall be primary as respects the St. Bernard Parish Government, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the St. Bernard Parish Government shall be excess and non-contributory of the Contractor's insurance.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.



## 2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the St. Bernard Parish Government, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the St. Bernard Parish Government.

## 3. All Coverage

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the St. Bernard Parish Government. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the St. Bernard Parish Government for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the St. Bernard Parish Government, its officers, agents, employees and volunteers.
- e. If the Contractor maintains higher limits than the minimum show herein, the St. Bernard Parish Government shall be entitled to coverage to the higher limits maintained by the Contractor.
- f. If the Contractor does not maintain proper coverage, he will be given notice to stop work and informed that any such stoppage is a violation of the contract and that the contractor is liable for any losses or delays.

## **D. ACCEPTABILITY OF INSURERS**

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of A-:VI or higher.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M.

Best rating and shall submit another Certificate of Insurance as required in the contract.

**E. VERIFICATION OF COVERAGE**

Contractor shall furnish the St. Bernard Parish Government with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the St. Bernard Parish Government y before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The St. Bernard Parish Government reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the St. Bernard Parish Government, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

**F. SUBCONTRACTORS**

The Contractor shall include all subcontractors as an insured under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The St. Bernard Parish Government reserves the right to request copies of subcontractor's Insurance policies or Certificates of Insurance at any time.

**G. WORKERS COMPENSATION INDEMNITY**

In the event Contractor is not required to provide or fails to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the St. Bernard Parish Government, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the St. Bernard Parish Government, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the St. Bernard Parish Government, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

## **H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the St. Bernard Parish Government, all Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the St. Bernard Parish Government, Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto.

*NOTE: Certain jobs may have risks and exposures that require additional or specific insurance requirements. If there are any questions, please contact Stephanie Bradbury, Risk Manager for the St. Bernard Parish Government at 504-278-4246 or email at [sbradbury@sbsp.net](mailto:sbradbury@sbsp.net).*

