

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

Owner:	Lincoln Parish Police Jury	Owner's Project No.:	
Engineer:	Shuler Consulting Company	Engineer's Project No.:	3112
Contractor:	Specialty Trackhoe and Dozer Service, Inc.	Contractor's Project No.:	
Project:	2021 Capital Improvement Plan, Walnut Creek Road and Eaves Road Bridge Replacement		

This  Preliminary  Final Certificate of Substantial Completion applies to:

All Work  The following specified portions of the Work:

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Date of Substantial Completion: October 5, 2021.

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities:  None  As follows:

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Amendments to Contractor's Responsibilities:  None  As follows:

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The following documents are attached to and made a part of this Certificate:

Punch List; Warranty Bond

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This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer: Shuler Consulting Company

By (signature): \_\_\_\_\_

Name (*printed*): Henry Shuler

Title: P. E.

Date: \_\_\_\_\_

Owner: Lincoln Parish Police Jury

By (*signature*): \_\_\_\_\_

Name (*printed*): Richard I. Durrett

Title: President

Date: \_\_\_\_\_

Contractor: Specialty Trackhoe and Dozer Service, Inc.

By (signature): \_\_\_\_\_

Name (*printed*): Jonathan Fryday

Title: Vice-President

Date: \_\_\_\_\_

**Final Inspection Punch List  
2021 Capital Improvement Plan,  
Walnut Creek Road  
and  
Eaves Road  
Bridge Replacement  
Lincoln Parish Police Jury  
Lincoln Parish, Louisiana**

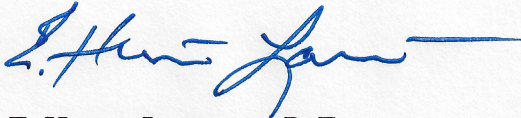
**September 28, 2021**

A final inspection of the project was made by E. Hunter Lancaster, P.E., on behalf of Shuler Consulting Company on this date.

The major work components were found to be complete and in conformance with the plans and specifications. The following close out items were noted as requiring final attention:

1. Porta Johns to be removed from both bridge locations. (Value of item \$200)

Shuler Consulting Company

A handwritten signature in blue ink, appearing to read "E. Hunter Lancaster", with a long horizontal flourish extending to the right.

E. Hunter Lancaster, P. E.

**WARRANTY BOND**

<p><b>Contractor</b></p> <p>Name: <b>Specialty Trackhoe and Dozer Service, Inc.</b></p> <p>Address <i>(principal place of business)</i>:  <b>6600 Broadacres Road</b>  <b>Shreveport, LA 71119</b></p>	<p><b>Surety</b></p> <p>Name:</p> <p>Address <i>(principal place of business)</i>:</p>
<p><b>Owner</b></p> <p>Name: <b>Lincoln Parish Police Jury</b></p> <p>Address <i>(principal place of business)</i>:  <b>P. O. Box 979</b>  <b>Ruston, LA 71273-0979</b></p>	<p><b>Construction Contract</b></p> <p>Description <i>(name and location)</i>:  <b>2021 Capital Improvement Plan, Walnut Creek Road and Eaves Road Bridge Replacement Lincoln Parish, Louisiana</b></p> <p>Original Contract Price: <b>\$679,434.12</b>  Final Contract Price: <b>\$697,180.62</b></p> <p>Effective Date of Contract: <b>May 12, 2021</b>  Contract's Date of Substantial Completion: <b>October 5, 2021</b></p>
<p><b>Bond</b></p> <p>Bond Amount: <b>\$697,180.62</b></p> <p>Date of Bond: _____</p> <p>Modifications to this Bond form:  <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 9</p>	
<p>Bond Period: Commencing 1 day after Substantial Completion of the Work under the Construction Contract, and continuing until <b>one (1) year</b> after such Substantial Completion.</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Contractor as Principal</p> <p style="text-align: center;">Specialty Trackhoe and Dozer Service, Inc.</p> <p style="text-align: center;"><i>(Full formal name of Contractor)</i></p>	<p>Surety</p> <p style="text-align: center;">_____</p> <p style="text-align: center;"><i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By: _____</p> <p style="text-align: center;"><i>(Signature)</i></p>	<p>By: _____</p> <p style="text-align: center;"><i>(Signature) (Attach Power of Attorney)</i></p>
<p>Name: <u>Leo Stephen Nichols</u></p> <p style="text-align: center;"><i>(Printed or typed)</i></p>	<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>
<p>Title: <u>President</u></p>	<p>Title: _____</p>
<p>Attest: _____</p> <p style="text-align: center;"><i>(Signature)</i></p>	<p>Attest: _____</p> <p style="text-align: center;"><i>(Signature)</i></p>
<p>Name: <u>Jonathan Fryday</u></p> <p style="text-align: center;"><i>(Printed or typed)</i></p>	<p>Name: _____</p> <p style="text-align: center;"><i>(Printed or typed)</i></p>
<p>Title: <u>Vice President</u></p>	<p>Title: _____</p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

Section 00 65 36 - Warranty Bond

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract's Correction Period Obligations. The Construction Contract is incorporated herein by reference.
2. If the Contractor performs the Correction Period Obligations, the Surety and the Contractor shall have no obligation under this Warranty Bond.
3. If Owner gives written notice to Contractor and Surety during the Bond Period of Contractor's obligation under the Correction Period Obligations, and Contractor does not fulfill such obligation, then Surety shall be responsible for fulfillment of such Correction Period Obligations. Surety shall either fulfill the Correction Period Obligations itself, through its agents or contractors, or, in the alternative, Surety may waive the right to fulfill the Correction Period Obligations itself, and reimburse the Owner for all resulting costs incurred by Owner in performing Contractor's Correction Period Obligations, including but not limited to correction, removal, replacement, and repair costs.
4. The Surety's liability is limited to the amount of this Warranty Bond. Renewal or continuation of the Warranty Bond will not modify such amount, unless expressly agreed to by Surety in writing.
5. The Surety shall have no liability under this Warranty Bond for obligations of the Contractor that are unrelated to the Construction Contract. No right of action will accrue on this Warranty Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
6. Any proceeding, legal or equitable, under this Warranty 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 must be instituted within two years after the Surety refuses or fails to perform its obligations under this Warranty Bond.
7. Written notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown in this Warranty Bond.
8. Definitions
  - 8.1. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page of this Warranty Bond, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 8.2. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
  - 8.3. *Correction Period Obligations*—The duties, responsibilities, commitments, and obligations of the Contractor with respect to correction or replacement of defective Work, as set forth in the Construction Contract's Correction Period clause, EJCDC® C-700, Standard General Conditions of the Construction Contract (2018), Paragraph 15.08, as duly modified.
  - 8.4. *Substantial Completion*—As defined in the Construction Contract.
  - 8.5. *Work*—As defined in the Construction Contract.
9. Modifications to this Bond are as follows: None.