

K10-706

Bond No. 1933775

CONTRACT

BETWEEN

THE CITY OF NEW ORLEANS

AND

WALLACE C.DRENNAN, INC

FOR

**DPW 2005 – C05
URQUHART STREET
(ELYSIAN FIELDS AVE. TO FRANKLIN AVE.)**

THIS AGREEMENT is made and entered into this 8 day of December 2010, by and between the CITY OF NEW ORLEANS, herein represented by **MITCHELL J. LANDREIU, MAYOR** ("City") and **WALLACE C. DRENNAN, INC.**, herein represented by **WALLACE C. DRENNAN III, PRESIDENT** (herein referred to as "Contractor").

WITNESSETH

WHEREAS, The City desires to engage a contractor to provide municipal street improvements to Urquhart Street (Elysian Fields Ave. to Franklin Ave.); and

WHEREAS, in the purpose, the City issued an Invitation To Bid dated June 24, 2010, thereafter tabulated responsive bids, and identified the Contractor to receive the related contract; and

WHEREAS, Contractor, whose office is located 1500 Nine Mile Road, Westwego, LA 70094, is qualified; and has the necessary expertise, and both the City and the Contractor desire to enter into this agreement; and

NOW THEREFORE, the City of New Orleans and the Contractor for the consideration and under the conditions set forth, do agree as follows:

The City hereby grants and confirms unto the said **Contractor** for the consideration and under the conditions set forth, do agree as follows: for

The City hereby grants and confirms unto the said Contractor, the contract for furnishing the City of New Orleans with **Street Project No.: DPW 2005 – C05**, Item Nos. **BASE BID plus Alternate A**, effective date hereof, strictly according to Bid Proposal No.: **500C – 00943**, the Plan Specification identified

therewith maintained on file with the City of New Orleans, and the Contractor's bid thereto dated **July 27, 2010**, the whole to be completed in conformity with and for the consideration and the terms and conditions herein and therein set forth. The said Plans and Specifications are incorporated herein by reference. The said Bid Proposal No.: **500C – 00943** and the Contractor's bid thereto are attached hereto and made a part hereof.

The Contractor binds itself to perform this contract well and faithfully, to observe and comply with all the conditions and stipulations contained in the Bid Proposal, Plans and Specifications and its bid thereunder in every particular, and at all times to abide by and be held amendable and subject thereto, and to this contract

For performance hereunder and according to the Bid Proposal, Plans and Specifications, and the Contractor's bid thereunder the City binds and obligates itself to pay the Contractor the amount set forth in the Contractor's bid.

And now to these presents personally came and intervened **THE HANOVER INSURANCE COMPANY** as Surety,

Who declared that they have read and taken full cognizance of the hereinbefore written contract between the City of New Orleans and the said Contractor, and does hereby bind themselves as surety for the faithful performance of all work called for in the said contract by the said contractor in the full sum of **three million three hundred thirty - thousand seventy- two dollars and sixty cents** (\$3,330,072.60) and does further bind and obligate themselves as surety for the payment by the said contractor of all payments to be made by the said contractor under the contract, in the full sum of **three million three hundred thirty thousand seventy- two dollars and sixty cents** (\$3,330,072.60) each of the said bonds given herein to be considered separate and distinct, and no payment made by the surety under either shall in any way reduce the obligations of the surety under the other.

NOW THE CONDITION, of this obligations is such that if the said Contractor, shall well and faithfully perform all and singular the obligations assumed by it in the aforesaid contract, and shall promptly pay all wages of laborers, workmen, or mechanics, to be employed by it, for all work done or labor performed by it or by any sub-contractors; and shall promptly pay all furnishers of material, supplied to itself or by subcontractors, or furnished to sub-contractors, and used in the construction, erection, alteration, or repairs of the work called for by the aforesaid contract; and shall promptly pay for all materials or supplies furnished to the said Contractors or by any subcontractor or to the sub-contractor, for the use in machines used in the construction, erection, alteration, or repair of the work specified in the aforesaid contract; and shall fully secure and protect the said City of New Orleans, its legal successor and representative, from all loss or expense of any kind, including premised, including all costs of Court and attorneys fees made necessary or arising from the failure, refusal or neglect of the aforesaid Contractor, to comply with all of the obligations assumed

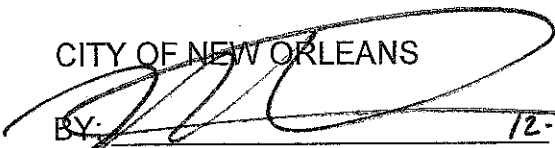
by it ; and likewise to promptly deliver all the work called for by said contract to the City of New Orleans, free from any and all such claims, liens and expenses, then this said bond shall become null and void, otherwise to remain in full force and effect.

No modifications, omissions, additions, in or to the terms of said contract, in the plans or specifications, or in the manner and mode of payment, shall in any manner affect the obligations of the undersigned surety in connections with the aforesaid contract.

The proposed Contractor and its Surety consent and yield to the jurisdiction of the State Civil Courts of the Parish of Orleans, and formally waive and pleas of jurisdiction on account of the residence elsewhere of the Contractor and Surety, under any applicable bond, as well as all pleas of discussion between the Contractor and Surety under any applicable bond.

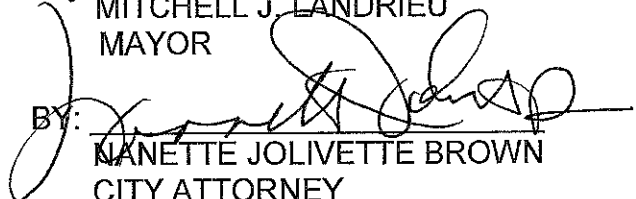
IN WITNESS WHEREOF the parties hereto have made and executed this contract effective the day and year first above written:

CITY OF NEW ORLEANS

BY: 

MITCHELL J. LANDRIEU
MAYOR

12-8-10

BY: 

NANETTE JOLIVETTE BROWN
CITY ATTORNEY

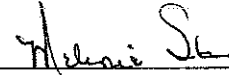
WALLACE C. DRENNAN, INC

BY: 

WALLACE C. DRENNAN, III
PRESIDENT
1500 Nine Mile Point Road
Westwego, LA 70094


CORP. TAXPAYER I.D. NO.:

THE HANOVER INSURANCE
COMPANY


Melanie Stern
Attorney - In - Fact