

Bond Number: 1839902

K08-857
DPW 08-04 04

CONTRACT

BETWEEN

THE CITY OF NEW ORLEANS

AND

WALLACE C. DRENNAN, INC.

THIS AGREEMENT, made and entered into this 13th day of November, 2008, by and between the City of New Orleans, herein represented by **C. RAY NAGIN, MAYOR** (hereinafter referred to as "City") and **WALLACE C. DRENNAN, INC.** (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, the City desires to engage a contractor to provide municipal street improvements to Desire Street (N. Roman St. – N. Dorgenois): and

WHEREAS, in the purpose, the City issued an Invitation to Bid dated July 11, 2008 thereafter tabulated responsive bids, and identified the Contractor to receive the related contract; and

WHEREAS, Contractor, whose office is, located at 1500 Nine Mile Point Road, Westwego, LA 70094, is qualified: and has the necessary expertise, and both the City and the Contractor desire to enter 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, the contract for furnishing the City of New Orleans with **Street Project No.: DPW-2000 -D - 01**, Item Nos. **All Items**, for the period of **One Year** effective date hereof, strictly according to Bid Proposal No. **500C - 00550**, the Plans and Specifications identified therewith maintained on file with the City of New Orleans, and the Contractor's bid thereto dated August 19, 2008, the whole to be completed in conformity with and for the consideration and terms and conditions herein and therein set forth. The said Plans and Specifications are incorporated herein by reference. The said Bid Proposal **No.: 500C- 00550** and the Contractor's bid thereto, a copy of which is attached hereto and made 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 said 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 Hanover Insurance Company as Surety,

Who declared that it has read and taken full cognizance of the hereinbefore written contract between the City of New Orleans and the said Contractor and does hereby bind itself as surety for the faithful performance of all work called for in the said contract by the said contractor in the full sum of **Four Million Six Hundred and Eighty - Eight Thousand Nine Hundred Thirty-five dollars and Zero Cents (\$4,688,935.00) Dollars**; and does further bind and obligate itself 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 **Four Million Six Hundred and Eighty - Eight Thousand Nine Hundred Thirty-five dollars and Zero Cents (\$4,688,935.00)**; 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 obligation 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; or furnished to sub-contractors, and used in the construction, erection, alteration, performance 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 and sub-contractor, or to the sub-contractor, for the use in machines used in the construction, erection, alteration, performance 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 premises, 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 connection with the aforesaid contract.

CERTIFIED COPY OF
EXCERPT OF MINUTES OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF
WALLACE C. DRENNAN, INC.

Held on October 12, 2006
1500 Nine Mile Point Road
Westwego, LA

I, Becky Speyrer, Assistant Secretary of Wallace C. Drennan, Inc., do hereby certify the following to be a true and correct excerpt of the minutes of the meeting of the Directors of the Corporation held on October 12, 2006; and that the following RESOLUTIONS passed at that meeting are still in full force and effect:

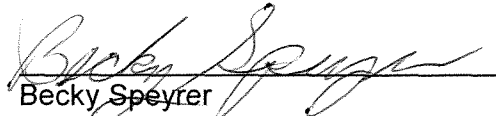
* * *

"...it was further RESOLVED that the President, Wallace C. Drennan, III, be authorized to act for Wallace C. Drennan, Inc., in all phases of the operations of its business, to sign all contracts, bid applications and bids, to manage the business of the corporation, to make loans, execute banking resolutions, sign checks, deposit and withdraw funds, execute payment and performance bonds, make purchase of vehicles, equipment, materials and supplies for the corporation; to sell vehicles, equipment materials and supplies of the corporation; or lease or purchase movable or immovable property and improvements on behalf of the corporation; to hire and fire employees; to manage and oversee construction jobs; to estimate and submit bids; to procure advertising packets, bid packages and other documents necessary to formulate bids for construction work; to manage and oversee the maintenance, scheduling and uses of equipment within the corporation; to direct, manage and supervise labor and construction work; generally, without limitation, to sign all documents and perform all acts necessary for the conducting of the operation and business of Wallace C. Drennan, Inc., as its President; and also the President should have general and specific powers on behalf of the corporation to carry out and work with the Assistant Secretary of the corporation in carrying out the banking business of the corporation; to deposit and withdraw funds; to make loans, to sign checks in accordance with the banking resolution contained hereinbelow; to execute mortgages or chattel mortgages, or documents pursuant to the Uniform Commercial Code as necessary to purchase equipment,

materials or property; to execute all necessary banking documents, banking resolutions, loan documents, drafts, continuing guaranties, or other banking documents; and generally to perform any act and execute any document necessary to carry out the banking and financial business of Wallace C. Drennan, Inc., in cooperation with the duties and responsibilities of the Assistant Secretary of the corporation."

* * *

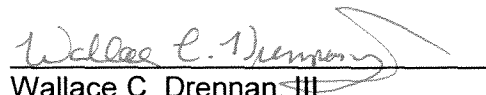
New Orleans, Louisiana
October 12, 2006


Becky Speyrer
Assistant Secretary
Wallace C. Drennan, Inc.

CERTIFICATE

I, the undersigned President of Wallace C. Drennan, Inc., do certify that the above and foregoing resolution was unanimously adopted at a meeting of the Board of Directors of the Said Corporation held on October 12, 2006, and that the same is in full force and effect this date.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said corporation this _____ day of _____, 2008.


Wallace C. Drennan, III
President
Wallace C. Drennan, Inc.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint
Stephen L. Cory, Pamela K. Tucker, Melanie Stern, Bert Guiberteau and/or Eileen Hebert

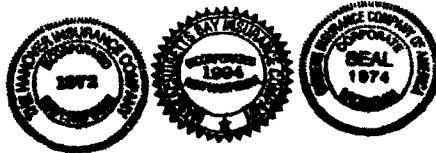
of **Baton Rouge, LA** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:
Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this **9th** day of **May**, 2008.



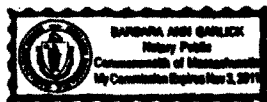
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Mary Jeanne Anderson, Vice President

Robert K. Grennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **9th** day of **May** 2008, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Barbara A. Harlick
Notary Public

My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this _____ day of _____, 2008.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Stephen L. Brault, Assistant Vice President

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

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

IN WITNESS WHERE OF

ATTEST;

CITY OF NEW ORLEANS

Cheryl Mendy
Cheryl Mendy

BY:

C. Ray Nagin
C. RAY NAGIN, MAYOR

Michelle Droncel
Michelle Droncel

WALLACE C. DRENNAN, INC.

Becky Spivey
Pam Laaser

BY:

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

Louise Johnson

HANOVER INSURANCE COMPANY

BY:

Melanie Stern
MELANIE STERN,
ATTORNEY - IN - FACT

Nancy Barber

72-0521173

FOREM AND LEGALITY APPROVED

FEDERAL CORPORATION TAX ID

J. Clark
Law Department, City of New Orleans

K08-859

INVITATION TO BID
CITY OF NEW ORLEANS, DEPARTMENT OF FINANCE, PURCHASING BUREAU
CITY HALL, 1300 PERDIDO ST., ROOM 4W07, NEW ORLEANS, LA 70112

Email: purchasing@cityofno.com

THIS IS A FORMAL CITY BID SOLICITATION FOR WORKS, GOODS, OR NON-PROFESSIONAL SERVICES. INTERESTED PERSONS SHOULD CAREFULLY READ AND ATTEND ALL STATED INFORMATION AND REQUIREMENTS, INCLUDING SUCH CONTAINED IN ATTACHMENTS.

REQUIREMENT TYPE:	☒ Public Works ☐ Materials, Equipment, Supplies ☐ Non-professional Services	PROPOSAL NO. 500C-00550	ISSUE DATE: 7/11/2008
		SPONSORING CITY DEPT. OR AGENCY: Public Works	
REQUIREMENT DESCRIPTION: (as detailed in Attachment A) St. Project No. DPW-2000-D 01			
BID CONFERENCE:	☐ None	☐ Optional	☒ Mandatory-The City will receive bids only from persons/firms shown on the City's attendance list.
	Date: 8/5/2008	Time: 10:00 am	Place: ☒ Public Works Conference Room, Rm 6W03, 6 th Fl. City Hall ☐ Purchasing Conf. Room, #4W05, 4 th Fl. City Hall, 1300 Perdido St., New Orleans, LA 70112
<i>Note: The City may prepare a conference report showing attendance, summarized Q&A, and matters discussed. The City will publish any such report by Invitation to Bid Addendum posted to the Purchasing website (http://www.purchasing.cityofno.com/bso/login.jsp) and provide it in the Purchasing Bureau two working days after the conference. The published conference report is the exclusive, authoritative record of City statements at the conference.</i>			

BID INSTRUCTIONS: Failure to satisfy instructions may render bids non-responsive and remove them from the competition. Bid submissions are City property. Bidders should mark documents or information claimed confidential and justify any claimed exemption from public records disclosure. The City will not credit blanket confidentiality claims. All bids remain valid for 60 DAYS after the final bid deadline. Specification references to certain brands, makes, or manufacturers state only the general style, type, character, and quality desired. Equivalent products are acceptable. The City is not responsible for bid costs. Procurements produce no exclusive right to City work or purchases. Bidders commit to abide by City Code, Chap. 2, Art. XIII, Sect. 9-1120, as adopted by City Ordinance No. 22,888 M.C.S. (relative to the operations and authority of the City Inspector General). BIDDERS SHOULD CLOSELY MONITOR THE PURCHASING WEBSITE FOR NEW OR REVISED SPECIFICATIONS, BID INSTRUCTIONS, NOTICES, ETC.			
SUBMISSIONS DUE:	Date: 8/19/2008	Time: 2:00 pm	Place: Purchasing Bureau, Room 4W07 City Hall, 1300 Perdido St., New Orleans, LA 70112
<i>Note: The City will not accept or consider bids delivered by fax, or by e-mail, at any other location, or past the deadline.</i>			
SUBMISSION PACKAGE:	Sealed envelope bearing the proposal number. <i>Note: Bidders should submit bids according to means that produce a written proof of delivery. The City will not credit delivery claims lacking a written proof of delivery.</i>		
PRICING:	APPLIES? ☒ YES ☐ NO Bidders shall quote prices in the unit of measure specified, excluding excise and/or sales taxes unless otherwise provided, F.O.B. agency warehouse or job site designated by the Purchasing Bureau within City limits.		
REQUIRED CONTENTS:	(1) Typed or printed bid, bearing original signature IN INK by the bidder or authorized representative, on the bid form provided as Attachment "C" hereto, with required attachments, <u>and receipt of all addenda acknowledged.</u> (2) EVIDENCE OF THE SIGNING OFFICIAL'S AUTHORITY ACCORDING TO LA. REVISED STATUTE 38:2212.A.(1)(C)		
OTHER CONTENTS:	REQUIRED? ☒ YES ☐ NO (For "construction undertaking" valued \$50,000 or more or "hazardous materials" work valued \$1 or more.) A COPY OF THE BIDDER'S APPLIED CURRENT LICENSE(S) in the following project classification(s): Municipal and Public Works Construction. NOTE: THE BIDDER MUST SHOW HIS LICENSE NUMBER ON THE BID ENVELOPE.		
	REQUIRED? ☒ YES ☐ NO A bid bond or security in an amount not less than ☐ \$ ☒ five percent (5%) of bid amount, conditioned on the bidder's failure to execute a contract with the City to supply the specified goods or services. The City will accept a cashier's check, certified check or satisfactory bid bond payable to the City of New Orleans. <i>The City will retain bid securities of the three lowest bidders until the Contract is executed or until final bid disposition. The City will return other bid securities after the bid canvass. At contract execution, the City will return bid securities not forfeit for failure to execute a contract with the City.</i>		
DBE NOTICE:	APPLIES? ☒ YES ☐ NO See Attachment "D."		
OTHER:	APPLIES? ☒ YES ☐ NO See Attachment "E."		

AWARD: The City will open the bids in public at ☒ the Purchasing Bureau or ☐ immediately following the bid deadline. It may require additional information from bidders and conduct inquiries to determine the bidder's responsibility or the accuracy of furnished information. Subject to merit-based cancellation and confirmed city funding, the City will award the procurement to the responsible bidder that submitted the lowest responsive bid. The City may award any options or separate work categories separately or together.

CONTRACT:

TYPE:	☐ None: Thing or service obtained by purchase order. ☐ Fixed Price: Gets the specified thing(s) or service(s) at the bid price. ☒ Requirements/Price Protection: Gets a commitment to supply the thing(s) or service(s) at bid price at City request during term.
TERM:	APPLIES? ☒ YES ☐ NO ☒ 1 year[s] with City option to renew. ☒ As provided in specifications, terms, & conditions.
PROVISIONS:	APPLIES? ☒ YES ☐ NO The contract will contain the additional terms and conditions shown at Attachment "B" hereto.
ADDITIONAL NEEDS: Selected Bidder Must Satisfy Indicated Needs Before It Receives A Contract.	REQUIRED? ☒ YES ☐ NO PERFORMANCE BOND: Supply a performance bond acceptable to the City within ten days after notice of award, issued in the sum of: ☒ 100_% of bid amount. ☐ \$ _ _ ☐ Specified amount
	REQUIRED? ☒ YES ☐ NO PAYMENT BOND: Supply a payment bond acceptable to the City within ten days after notice of award, issued in the sum of: ☒ 100_% of bid amount. ☐ \$ _ _ ☐ Specified amount
	REQUIRED? ☒ YES ☐ NO INSURANCE: Supply Insurance certificates showing coverage required in the specifications.
	REQUIRED? ☒ YES ☐ NO PERMITS: Supply copy of all applicable and required permits and licenses;
	REQUIRED? ☒ YES ☐ NO TAX CLEARANCE: Supply a City tax clearance showing no delinquency in City taxes. (See Attachment E)
FEES:	The contractor is responsible for any recordation, notary, and copy fees.

POINT OF CONTACT:

Direct inquiries to: Name: Boa Vu Address: 1300 Perdido St. Telephone (504) 658-8000. E-mail: bv@cityofno.com.

NOTE: Solicitation changes issue by formal addendum ONLY.

ATTACHMENTS:

APPLIES? ☒ YES ☐ NO	"A" Specifications
APPLIES? ☒ YES ☐ NO	"B" Contract Terms and Conditions
APPLIES? ☒ YES ☐ NO	"C" Bid Form
APPLIES? ☒ YES ☒ NO	"D" DBE Notice
APPLIES? ☒ YES ☐ NO	"E" Other notices, instructions, etc.

INVITATION TO BID
CITY OF NEW ORLEANS

ATTACHMENT "C"
BID FORM

COMPLETE IN INK

Bidder Information:

Business Name: Wallace C. Drennan, Inc. Business Tax ID No: 72-0521173

Business Address: Post Office Box 15438
New Orleans, LA 70175-5438

Business Phone: 504-828-8000 (Ext. 102) Business Fax No: 504-836-2939

Business E-mail: bspeyrer@wallacedrennan.com

By: 
Signature
Wallace c. Drennan, III
Printed Name
President
Printed Title
August 19, 2008
Date

By initialing below,	One (1)	Two (2)	Three (3)
Bidder acknowledges receipt of addenda issued	8/13/08		

Bid is valid for NINETY DAYS after the bid deadline.

Attach evidence of the signing person's authority to enter the bid according to La. R. S.
38:2212.A.(1)(c).

INVITATION TO BID
CITY OF NEW ORLEANS, DEPARTMENT OF FINANCE, PURCHASING BUREAU
CITY HALL, 1300 PERDIDO ST., ROOM 4W07, NEW ORLEANS, LA 70112

Email: purchasing@cityofno.com

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REQUIREMENT TYPE:	☒ Public Works ☐ Materials, Equipment, Supplies ☐ Non-professional Services	PROPOSAL NO. 500C-00550	ISSUE DATE: 7/11/2008
		SPONSORING CITY DEPT. OR AGENCY: Public Works	
REQUIREMENT DESCRIPTION: (as detailed in Attachment A) St. Project No. DPW-2000-D 01			
BID CONFERENCE:	☐ None	☐ Optional	☒ Mandatory-The City will receive bids only from persons/firms shown on the City's attendance list.
	Date: 8/5/2008	Time: 10:00 am	Place: ☒ Public Works Conference Room, Rm 6W03, 6 th Fl. City Hall ☐ Purchasing Conf. Room, #4W05, 4 th Fl. City Hall, 1300 Perdido St., New Orleans, LA 70112
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BID INSTRUCTIONS: Failure to satisfy instructions may render bids non-responsive and remove them from the competition. Bid submissions are City property. Bidders should mark documents or information claimed confidential and justify any claimed exemption from public records disclosure. The City will not credit blanket confidentiality claims. All bids remain valid for 60 DAYS after the final bid deadline. Specification references to certain brands, makes, or manufacturers state only the general style, type, character, and quality desired. Equivalent products are acceptable. The City is not responsible for bid costs. Procurements produce no exclusive right to City work or purchases. Bidders commit to abide by City Code, Chap. 2, Art. XIII, Sect. 9-1120, as adopted by City Ordinance No. 22,888 M.C.S. (relative to the operations and authority of the City Inspector General). **BIDDERS SHOULD CLOSELY MONITOR THE PURCHASING WEBSITE FOR NEW OR REVISED SPECIFICATIONS, BID INSTRUCTIONS, NOTICES, ETC.**

SUBMISSIONS DUE:	Date: 8/19/2008	Time: 2:00 pm	Place: Purchasing Bureau, Room 4W07 City Hall, 1300 Perdido St., New Orleans, LA 70112
<i>Note: The City will not accept or consider bids delivered by fax, or by e-mail, at any other location, or past the deadline.</i>			
SUBMISSION PACKAGE:	Sealed envelope bearing the proposal number. <i>Note: Bidders should submit bids according to means that produce a written proof of delivery. The City will not credit delivery claims lacking a written proof of delivery.</i>		
PRICING:	APPLIES? ☒ YES ☐ NO Bidders shall quote prices in the unit of measure specified, excluding excise and/or sales taxes unless otherwise provided, F.O.B. agency warehouse or job site designated by the Purchasing Bureau within City limits.		
REQUIRED CONTENTS:	(1) Typed or printed bid, bearing original signature IN INK by the bidder or authorized representative, on the bid form provided as Attachment "C" hereto, with required attachments, and receipt of all addenda acknowledged. (2) EVIDENCE OF THE SIGNING OFFICIAL'S AUTHORITY ACCORDING TO LA. REVISED STATUTE 38:2212.A.(1)(C)		
OTHER CONTENTS:	REQUIRED? ☒ YES ☐ NO (For "construction undertaking" valued \$50,000 or more or "hazardous materials" work valued \$1 or more.) A COPY OF THE BIDDER'S APPLIED CURRENT LICENSE(S) in the following project classification(s): Municipal and Public Works Construction. NOTE: THE BIDDER MUST SHOW HIS LICENSE NUMBER ON THE BID ENVELOPE. REQUIRED? ☒ YES ☐ NO A bid bond or security in an amount not less than ☐ \$ ☒ five percent (5%) of bid amount, conditioned on the bidder's failure to execute a contract with the City to supply the specified goods or services. The City will accept a cashier's check, certified check or satisfactory bid bond payable to the City of New Orleans. <i>The City will retain bid securities of the three lowest bidders until the Contract is executed or until final bid disposition. The City will return other bid securities after the bid canvass. At contract execution, the City will return bid securities not forfeit for failure to execute a contract with the City.</i>		
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	REQUIRED? ☒ YES ☐ NO PAYMENT BOND: Supply a payment bond acceptable to the City within ten days after notice of award, issued in the sum of: ☒ 100 % of bid amount. ☐ \$ _ _ ☐ Specified amount
	REQUIRED? ☒ YES ☐ NO INSURANCE: Supply Insurance certificates showing coverage required in the specifications.
	REQUIRED? ☒ YES ☐ NO PERMITS: Supply copy of all applicable and required permits and licenses;
	REQUIRED? ☒ YES ☐ NO TAX CLEARANCE: Supply a City tax clearance showing no delinquency in City taxes. (See Attachment E)
FEES:	The contractor is responsible for any recordation, notary, and copy fees.

POINT OF CONTACT:

Direct inquiries to: Name: Boa Vu Address: 1300 Perdido St. Telephone (504) 658-8000. E-mail: bv@cityofno.com.

NOTE: Solicitation changes issue by formal addendum ONLY.

ATTACHMENTS:

APPLIES? ☒ YES ☐ NO	"A" Specifications
APPLIES? ☒ YES ☐ NO	"B" Contract Terms and Conditions
APPLIES? ☒ YES ☐ NO	"C" Bid Form
APPLIES? ☒ YES ☒ NO	"D" DBE Notice
APPLIES? ☒ YES ☐ NO	"E" Other notices, instructions, etc.

CITY OF NEW ORLEANS
DEPARTMENT OF PUBLIC WORKS

BID DOCUMENTS

FOR

STREETS CAPITAL IMPROVEMENT PROGRAM

PROJECT NO. DPW – 2000 – D 01

DESIRE STREET
(N. Roman to N. Dorgenois)

June, 2008

INVITATION TO BID CITY OF NEW ORLEANS

BID DOCUMENTS

ATTACHMENTS	
"A"	SPECIFICATIONS: General Specifications & Project Specifications Project Specifications are available at Ridgeway's, 433 O'Keefe Street New Orleans, LA 70113, (504) 522-3831
"B"	CONTRACT TERMS AND CONDITIONS
"C"	BID FORM (Including Proposal Letter & Schedule of Bid Items)
"D"	DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM Forms DBE-1 & DBE-2
"E"	E1) SOLICITATION: There are Federal Funds involved in this project. E2) DOCUMENTS: Plans are available at Ridgeway's 433 O'Keefe Street New Orleans, LA 70113, (504) 522-3831 E3) BIDDER'S CERTIFICATIONS E4) CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS.

**INVITATION TO BID
CITY OF NEW ORLEANS**

ATTACHMENT "B"

CONTRACT TERMS AND CONDITIONS

1. **EQUAL EMPLOYMENT OPPORTUNITY:** In all hiring or employment made possible by, or resulting from this contract, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure that the Contractors employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.
2. **ASSIGNABILITY:** The Contractor shall not assign any interest in this agreement and shall not transfer any interest in the same without prior written consent of the City of New Orleans.
3. **CONFLICT OF INTEREST:** In the interest of ensuring that efforts of the Contractor do not conflict with the interests of the City, and in recognition of the Contractor's responsibility to the City, the Contractor agrees to decline any offer of employment if its independent work on behalf of the City is likely to be adversely affected by the acceptance of such employment. The initial determination of such a possibility rests with the Contractor. It is incumbent upon the Contractor to notify the City and provide full disclosure of the possible effects of such employment on the Contractor's independent work in behalf of the City. Final decision on any disputed offers of other employment for the Contractor shall rest with the City.
4. **INDEMNIFICATION:** The Contractor shall indemnify and save the City harmless against any and all claims, demands, suits, judgments of sums of money to any party accruing against the City for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any act or omission or the operation of the Contractor, its agents, servants or employees while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Contractor hereunder and shall also hold the City harmless from any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of its obligation under this Agreement.
5. **ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE:** Contractor herein expressly agrees and acknowledges that it is an independent contractor as defined in R.S. 23:1021 (6) and as such, it is expressly agreed and understood between the parties hereto, in entering into this services agreement, that the City of New Orleans shall not be liable to the Contractor for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana, and further, under the provisions of R.S. 23:1034 anyone employed by the Contractor shall not be considered an employee of the City for the purpose of Worker's Compensation coverage.

6. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION

COVERAGE: Contractor herein expressly declares and acknowledges that it is an independent contractor, and as such is being hired by the City under this agreement for hire as noted and defined in R.S. 23:1472 (E), and therefore, it is expressly declared and understood between the parties hereto, in entering into this services agreement, or agreement for hire, and in connection with unemployment compensation only, that:

- a. Contractor has been and will be free from any control or direction by the City over the performance of the services covered by this contract; and
- b. Services to be performed by Contractor are outside the normal course and scope of the City's usual business; and
- c. Contractor has been independently engaged in performing the services listed herein prior to the date of this agreement.

Consequently, neither Contractor nor anyone employed by Contractor shall be considered an employee of the City for the purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

7. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS: It is expressly agreed and understood between the parties entering into this services agreement that the Contractor, acting as an independent agent, shall not receive any sick and annual leave benefits from the City of New Orleans.

8. JURISDICTION & CHOICE OF LAWS: The Contractor hereby consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans, and does hereby formally waive any pleas of jurisdiction on account of the residence elsewhere of the Contractor. This Agreement shall be construed and enforced in accordance with the laws of the State of Louisiana, excepting its conflict of laws provisions.

9. DURATION: The services to be provided under the terms of this agreement shall begin upon execution of contract and shall end no later than twelve (12) months after. It is understood and acknowledged by all signers to this Agreement that work described under these terms is to be accomplished during the time period specified herein. The terms, conditions and duration of this agreement may be modified by an executed, written amendment to this Agreement.

10. EXTENSION: This agreement may be extended at the option of the City, provided that funds are allocated by the Council of the City of New Orleans and the extension of the agreement facilitates the continuity of services provided herein. This agreement may be extended by the City on an annual basis for no longer than five one year periods.

11. CANCELLATION: Either party to this contract may terminate the agreement at any time during the term of the agreement by giving the other party written notice of said intention to terminate at least (30) days before the date of termination.

12. SOLICITATION: The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.

PROPOSAL NO. 500C-00550

PROPOSAL

FOR

PROJECT NO. DPW-2000 – D01
DESIRE STREET
(N. Roman – N. Dorgenois)

NEW ORLEANS, LA August 19, ,2008

TO: THE BUREAU OF PURCHASING
City of New Orleans, Louisiana.

Gentlemen:

I (or) We Wallace C. Drennan, Inc. hereby propose to construct the items hereinafter described at the unit price bid; furnishing all supplies, materials, equipment, tools, labor, supervision, and services required for this work; with all work conforming to the General Specifications for Street Paving, to the Special Specifications attached hereto; and to the plans for the work at the above described location.

TOTAL BASE BID	\$ <u>4,688,935.00</u>
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The City reserves the right to accept or reject any and all bids.
The City reserves the right to reduce, delete or increase the quantity of any item in the proposal.

NOTES:

- 1) All Bidders are required to bid on all items and transfer the total to this sheet. Each prospective bidder shall submit one (1) original and two (2) copies of the proposal package.
- 2) "Responsive Bidders are required to fill out all applicable sections of Pages 95 and 102 of the Supplemental Conditions for Federally Assisted water/wastewater infrastructure (Latest Revision Attached "EPA Pink Sheets").
- 3) For detailed description of bid items, refer to Parts I – XII of the General Specifications for Street Paving of the City of New Orleans, the Technical Provisions contained in these Special Specifications, and Descriptions of Special items in this section.
- 4) Public Bid Law requires that this project be awarded within forty-five (45) days of the bid opening.

I (or) We further propose to complete all of the work described in the contract documents within the time stipulated below:

This project shall be completed within 168 working days after receipt of the work order.

Should the Contractor fail to complete the work within the time specified in this proposal form and allowed by the Director, as provided for in these specifications, the Contractor shall pay to the City of New Orleans, not as a penalty, but as acknowledged liquidated damage, the sum of \$650.00 for each and every work day that the Contractor is delinquent past the stipulated total contract time.

The Bidder agrees to use its best efforts to fully comply with the DBE Program, including all reporting requirements and any specific contracts goals for DBE participation.

BIDDER: Wallace C. Drennan, Inc.
Business Tax ID # 72-0521173
By: Wallace C. Drennan, III 8/19/08
Signature and Title Wallace C. Drennan, III Date
President
ADDRESS OF BIDDER: Street and Number 1500 Nine Mile Point Road
City and Zone Westwego, LA 70094
Parish and State Jefferson Parish, Louisiana
Business Phone 504-828-8000 (Ext. 102)
Fax 504-836-2939
E-mail Address bspeyrer@wallacedrennan.com

OFFICERS OF THE CORPORATION

OR

MEMBERS OF PARTNERSHIP

1. Wallace C. Drennan, III
Post Office Box 15438
New Orleans, LA 70175-5438

Pres. 1. _____

2. _____

Vice Pres. 2. _____

3. Becky Speyrer Assistant Secty.
Post Office Box 15438
New Orleans, LA 70175-5438

3. _____

4. _____

4. _____

CORPORATION OF

Chartered Under the Laws of the State of Louisiana
Louisiana Contractor's License Number: 1033

SCHEDULE OF BID ITEMS (BASE BID)			PROJECT NO. DPW - 2000-D01			
ITEM NUMBER	Approx. Quantity	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
C201(01)	1 LS	CLEARING AND GRUBBING at <u>One hundred thousand</u> dollars and <u>No</u> cents per lump sum	100,000	00	100,000	00
C202(01)	1 LS	REMOVAL OF STRUCTURES AND OBSTRUCTIONS at <u>Two thousand</u> dollars and <u>No</u> cents per lump sum	2,000	00	2,000	00
C202(52)(C)	8,900 SY	REMOVAL AND DISPOSAL OF EXIST. PCC PAVEMENT W/ASPH. OVERLAY at <u>Twenty-two</u> dollars and <u>No</u> cents per square yard	22	00	195,800	00
C202(52)(D)	3,700 SY	REMOVAL AND DISPOSAL OF EXIST. SIDEWALKS, DRIVEWAY, FOOT LAP at <u>Twenty-one</u> dollars and <u>No</u> cents per square yard	21	00	77,700	00
C202(52)(F)	5,400 LF	REMOVAL AND DISPOSAL OF EXIST. CURB AND GUTTER BOTTOM at <u>No</u> dollars and <u>No</u> cents per linear foot	0	00	0	00
C202(52)(I)	480 SY	REMOVAL AND DISPOSAL OF EXIST. ASPHALTIC CONCRETE PAVEMENT at <u>Three</u> dollars and <u>No</u> cents per square yard	3	00	1,440	00
C202(55)	1,200 LF	SAW CUT CONCRETE CURB, PAVEMENT, SIDEWALK, DRIVEWAY, ETC. ACCORDING TO PLANS (2" DEPTH) at <u>No</u> dollars and <u>Ten</u> cents per linear foot	0	10	120	00
C202(56)	700 LF	SAW CUT, WHEEL CUT, OR SPADE CUT EXISTING ASPHALT at <u>No</u> dollars and <u>Ten</u> cents per linear foot	0	10	70	00
C203(51)	5,850 CY	ROADWAY EXCAVATION (THEORETICAL SECTION) at <u>Five</u> dollars and <u>No</u> cents per cubic yard	5	00	29,250	00

SCHEDULE OF BID ITEMS (BASE BID)			PROJECT NO. DPW - 2000-D01			
ITEM NUMBER	Approx. Quantity	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
C203(58)	400 CY	UNSUITABLE SUBGRADE EXCAVATION & FILLING at <u>One hundred</u> dollars and <u>No</u> cents per cubic yard	100	00	40,000	00
C203(59)	10,000 SY	GEOTEXTILE FABRIC FOR STABILIZATION at <u>One</u> dollars and <u>No</u> cents per square yard	1	00	10,000	00
C302(51)	2,300 CY	BASE COURSE (THEORETICAL SECTION) at <u>Eighty-eight</u> dollars and <u>No</u> cents per cubic yard	88	00	202,400	00
C501(53)	700 SY	ASPHALTIC CONCRETE WEARING COURSE (2") at <u>Fifty</u> dollars and <u>No</u> cents per square yard	50	00	35,000	00
C509(51)	700 SY	COLD PLAINING ASPHALTIC PAVEMENT (2") at <u>No</u> dollars and <u>No</u> cents per square yard	0	00	0	00
C601(54)(I)	9,200 SY	REINFORCED CONCRETE PAVEMENT (9" THICK) at <u>Eighty-five</u> dollars and <u>No</u> cents per square yard	85	00	782,000	00
C601(56)(K)	450 SY	REINFORCED CONCRETE BUS PAD (10" THICK) at <u>Ninety-five</u> dollars and <u>No</u> cents per square yard	95	00	42,750	00
C701(53)(E)	740 LF	REINFORCED CONCRETE PIPE (12" DIA.) at <u>One hundred twenty</u> dollars and <u>No</u> cents per linear foot	120	00	88,800	00
C701(53)(F)	700 LF	REINFORCED CONCRETE PIPE (15" DIA.) at <u>One hundred twenty-five</u> dollars and <u>No</u> cents per linear foot	125	00	87,500	00
C701(53)(G)	400 LF	REINFORCED CONCRETE PIPE (18" DIA.) at <u>One hundred thirty-five</u> dollars and <u>No</u> cents per linear foot	135	00	54,000	00

SCHEDULE OF BID ITEMS (BASE BID)			PROJECT NO. DPW - 2000-D01			
ITEM NUMBER	Approx. Quantity	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
C701(53)(I)	300 LF	REINFORCED CONCRETE PIPE (24" DIA) at <u>Two hundred</u> dollars and <u>No</u> cents per linear foot	200	00	60,000	00
C701(53)(J)	320 LF	REINFORCED CONCRETE PIPE (27" DIA) at <u>Two hundred five</u> dollars and <u>No</u> cents per linear foot	205	00	65,600	00
C701(53)(K)	580 LF	REINFORCED CONCRETE PIPE (30" DIA) at <u>Two hundred ten</u> dollars and <u>No</u> cents per linear foot	210	00	121,800	00
C701(53)(L)	500 LF	REINFORCED CONCRETE PIPE (36" DIA) at <u>Three hundred</u> dollars and <u>No</u> cents per linear foot	300	00	150,000	00
C701(54)(F)	30 LF	RCPA (11" X 18", 15" EQUIV.) at <u>Two hundred</u> dollars and <u>No</u> cents per linear foot	200	00	6,000	00
C701(54)(M)	68 LF	RCPA (44" X 27", 36" EQUIV.) at <u>Three hundred fifty</u> dollars and <u>No</u> cents per linear foot	350	00	23,800	00
C701(59)(F)	2 EA	REINFORCED CONCRETE WYE OR ARCH EQUIV. (12" X 15") at <u>Five hundred</u> dollars and <u>No</u> cents per each	500	00	1,000	00
C701(59)(K)	2 EA	REINFORCED CONCRETE WYE OR ARCH EQUIV. (12" X 30") at <u>Eleven hundred</u> dollars and <u>No</u> cents per each	1,100	00	2,200	00
C701(59)(L)	3 EA	REINFORCED CONCRETE WYE OR ARCH EQUIV. (12" X 36") at <u>Twelve hundred</u> dollars and <u>No</u> cents per each	1,200	00	3,600	00
C701(59)(M)	1 EA	REINFORCED CONCRETE WYE OR ARCH EQUIV. (15" X 24") at <u>One thousand</u> dollars and <u>No</u> cents per each	1,000	00	1,000	00

SCHEDULE OF BID ITEMS (BASE BID)			PROJECT NO. DPW - 2000-D01			
ITEM NUMBER	Approx. Quantity	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
C701(59)(N)	1 EA	REINFORCED CONCRETE WYE OR ARCH EQUIV. (15" X 30") at <u>Eleven hundred</u> dollars and <u>No</u> cents per each	1,100	00	1,100	00
C701(70)(B)	50 EA	DRAIN HOUSE CONNECTIONS (6" PVC) FROM NEW DRAIN LINE TO BACK OF CURB at <u>Five hundred</u> dollars and <u>No</u> cents per each	500	00	25,000	00
C701(71)(B)	500 LF	YARD DRAIN SERVICE LINE (6" PVC), B.O.C. TO PROPERTY LINE at <u>Thirty</u> dollars and <u>No</u> cents per linear foot	30	00	15,000	00
C701(71)(C)	750 LF	YARD DRAIN SERVICE LINE (8" PVC) at <u>Twenty</u> dollars and <u>No</u> cents per linear foot	20	00	15,000	00
C702(52)(J)	146 VFH	NO. 1 STANDARD DRAIN MANHOLE at <u>Six hundred seventy-five</u> dollars and <u>No</u> cents per vertical foot height	675	00	98,550	00
C702(52)(K)	46 VFH	NO. 2 STANDARD DRAIN MANHOLE at <u>Seven hundred seventy</u> dollars and <u>No</u> cents per vertical foot height	770	00	35,420	00
C702(52)(L)	27 VFH	NO. 3 STANDARD DRAIN MANHOLE at <u>Eight hundred thirty-five</u> dollars and <u>No</u> cents per vertical foot height	835	00	22,545	00
C702(52)(M)	4 EA	SPECIAL DRAIN MANHOLE (S&WB STD. D-3937) at <u>Eight thousand</u> dollars and <u>No</u> cents per each	8,000	00	32,000	00
C702(53)(L)	28 EA	TYPE "C" CATCH BASIN ADJUSTMENT at <u>Thirty-six hundred</u> dollars and <u>No</u> cents per each	3,600	00	100,800	00
C702(53)(N)	3 EA	DOUBLE NO. 1 CATCH BASIN at <u>Six thousand</u> dollars and <u>No</u> cents per each	6,000	00	18,000	00

SCHEDULE OF BID ITEMS (BASE BID)			PROJECT NO. DPW - 2000-D01			
ITEM NUMBER	Approx. Quantity	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
C702(53)(T)	8 EA	SINGLE MOUNTABLE CATCH BASINS at <u>Thirty-six hundred</u> dollars and <u>No</u> cents per each	3,600	00	28,800	00
C702(54)(A) (1)	10 EA	ADJUST MANHOLE OR DROP INLET UP TO 6" at <u>Five hundred</u> dollars and <u>No</u> cents per each	500	00	5,000	00
C702(54)(A) (3)	12 EA	ADJUST MANHOLE OR DROP INLET OVER 6" at <u>One hundred</u> dollars and <u>No</u> cents per each	100	00	1,200	00
C702(54)(I)	20 VFH	REHABILITATE SEWER MANHOLE (FULL CEMENTITIOUS LINING) at <u>One hundred</u> dollars and <u>No</u> cents per vertical foot height	100	00	2,000	00
C702(55)(C)	50 EA	6" DRAIN CLEAN OUT FOR ROOF DRAINS at <u>Two hundred fifty</u> dollars and <u>No</u> cents per each	250	00	12,500	00
C706(51)(A)	2,000 SY	CONCRETE SIDEWALK (4" THICK) at <u>Sixty-six</u> dollars and <u>No</u> cents per square yard	66	00	132,000	00
C706(52)(C)	1,200 SY	CONCRETE SIDEWALK (6" THICK) at <u>Eighty</u> dollars and <u>No</u> cents per square yard	80	00	96,000	00
C706(54)(C)	360 SY	SIDEWALK AT INTERSECTION INCLUDING HANDICAPPED RAMPS (6" THICK) at <u>One hundred</u> dollars and <u>No</u> cents per square yard	100	00	36,000	00
C706(58)	50 SY	RELAYING BRICK SIDEWALK at <u>Fifty</u> dollars and <u>No</u> cents per square yard	50	00	2,500	00
C706(60)	50 SY	RELAYING STONE SIDEWALK at <u>Fifty</u> dollars and <u>No</u> cents per square yard	50	00	2,500	00
C707(55)	5,400 LF	CONCRETE MOUNTABLE CURB WITH OR WITHOUT DOWELS (STRAIGHT, CIRCULAR OR DEPRESSED) at <u>Ten</u> dollars and <u>No</u> cents per linear foot	10	00	54,000	00

SCHEDULE OF BID ITEMS (BASE BID)			PROJECT NO. DPW - 2000-D01			
ITEM NUMBER	Approx. Quantity	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
C713(51)	1 LS	TEMPORARY SIGNS, BARRICADES, AND PAVEMENT MARKINGS at <u>Twenty-five thousand</u> dollars and <u>No</u> cents per lump sum	25,000	00	25,000	00
C714(51)	600 SY	SODDING at <u>Ten</u> dollars and <u>No</u> cents per square yard	10	00	6,000	00
C717(51)	1 LS	SEEDING at <u>Two thousand</u> dollars and <u>No</u> cents per lump sum	2,000	00	2,000	00
C719(55)	20 SY	GRAVEL BED AND FILTER CLOTH OVER TREE ROOTS at <u>One</u> dollars and <u>No</u> cents per square yard	1	00	20	00
C719(60)	1 LS	TREE TRIMMING at <u>Five hundred</u> dollars and <u>No</u> cents per lump sum	500	00	500	00
C719(61)	5 EA	ROOT PRUNING at <u>Three hundred</u> dollars and <u>No</u> cents per each	300	00	1,500	00
C719(62)	5 EA	ROOT TRENCHING at <u>One hundred</u> dollars and <u>No</u> cents per each	100	00	500	00
C723(52)	200 CY	BATTURE SAND FOR DRESSING, GRANULAR MATERIAL FOR OTHER ADJUSTMENTS (TRUCK MEASURE) at <u>Fifty</u> dollars and <u>No</u> cents per cubic yard	50	00	10,000	00
C724(51)(A)	200 SY	ASPHALTIC CONCRETE REPAIR at <u>Eighty-eight</u> dollars and <u>No</u> cents per square yard	88	00	17,600	00
C724(51)(C)	100 SY	CONCRETE PAVEMENT REPAIR at <u>One hundred fifty</u> dollars and <u>No</u> cents per square yard	150	00	15,000	00
C724(55)	150 TON	POTHOLE REPAIR ON ACCESS ROUTE at <u>Fifty</u> dollars and <u>No</u> cents per ton	50	00	7,500	00

SCHEDULE OF BID ITEMS (BASE BID)			PROJECT NO. DPW - 2000-D01			
ITEM NUMBER	Approx. Quantity	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
C727(51)	1 LS	MOBILIZATION <u>Three hundred</u> at <u>thirty-three thousand</u> dollars and <u>No</u> cents per lump sum	63 333,000	00	333,000	00
C729(72)	1 EA	PROJECT SIGN at <u>One thousand</u> dollars and <u>No</u> cents per each	64 1,000	00	1,000	00
C729(71)(B)	15 EA	STREET NAME SIGN ON NEW POST at <u>Two hundred fifty</u> dollars and <u>No</u> cents per each	65 250	00	3,750	00
C741(51)(C)	3,100 LF	8" NEW WATER MAIN WITH MAIN LINE FITTINGS at <u>Seventy-five</u> dollars and <u>No</u> cents per linear foot	66 75	00	232,500	00
C741(52)(C)	6 EA	NEW 8" VALVE at <u>Fifty-four hundred</u> dollars and <u>No</u> cents per each	67 5,400	00	32,400	00
C741(54)	7 EA	NEW FIRE HYDRANT at <u>Fifty-four hundred</u> dollars and <u>No</u> cents per each	68 5,400	00	37,800	00
C741(55)(B)	125 EA	REPLACE 1" WATER HOUSE CONNECTION (FROM MAIN TO METER) at <u>Five hundred fifty</u> dollars and <u>No</u> cents per each	69 550	00	68,750	00
C741(55)(C)	1 EA	REPLACE 1-1/2" WATER HOUSE CONNECTION (FROM MAIN TO METER) at <u>Six hundred seventy</u> dollars and <u>No</u> cents per each	70 670	00	670	00
C741(71)(C-01)	3 EA	8" WATERLINE OFFSET UP TO 24" at <u>Five hundred</u> dollars and <u>No</u> cents per each	71 500	00	1,500	00
C741(74)	6 EA	NEW WATER VALVE MANHOLE at <u>Thirty-seven hundred</u> dollars and <u>No</u> cents per each	72 3,700	00	22,200	00
C741(75)	63 EA	REMOVE MUD AND DEBRIS FROM WATER METER BOX at <u>Fifty</u> dollars and <u>No</u> cents per each	73 50	00	3,150	00
C741(76)	32 EA	ADJUST COMPLETE WATER METER BOX TO GRADE at <u>One hundred</u> dollars and <u>No</u> cents per each	74 100	00	3,200	00

SCHEDULE OF BID ITEMS (BASE BID)			PROJECT NO. DPW - 2000-D01			
ITEM NUMBER	Approx. Quantity	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
C741(77)	32 EA	REPLACE BROKEN WATR METER BOX (3/4" TO 1") at <u>Five hundred</u> dollars and <u>No</u> cents per each	75 500	00	16,000	00
C742(51)(C)(B)	220 LF	INSTALL SEWER MAIN (8" PVC, 6.01' - 8.00') at <u>One hundred fifty</u> dollars and <u>No</u> cents per linear foot	76 150	00	33,000	00
C742(51)(C)(C)	1200 LF	INSTALL SEWER MAIN (8" PVC, 8.01' - 10.00') at <u>One hundred fifteen</u> dollars and <u>No</u> cents per linear foot	77 115	00	138,000	00
C742(51)(C)(D)	410 LF	INSTALL SEWER MAIN (8" PVC, 10.01' - 12.00') at <u>Two hundred twenty-five</u> dollars and <u>No</u> cents per linear foot	78 225	00	92,250	00
C742(51)(C)(E)	400 LF	INSTALL SEWER MAIN (8" PVC, 12.01' - 14.00') at <u>Three hundred thirty</u> dollars and <u>No</u> cents per linear foot	79 330	00	132,000	00
C742(55)	56 VFH	INSTALL SEWER MANHOLE at <u>Nine hundred</u> dollars and <u>No</u> cents per vertical foot height	80 900	00	50,400	00
C742(57)(C)(B)	1 EA	SEWER POINT REPAIR UP TO 10' (8" PVC, 0' - 8.00') at <u>Five thousand</u> dollars and <u>No</u> cents per linear foot	81 5,000	00	5,000	00
C742(58)(C)(B)	10 LF	SEWER POINT REPAIR BEYOND 10' (8" PVC, 0' - 8.00') at <u>Two hundred</u> dollars and <u>No</u> cents per linear foot	82 200	00	2,000	00
C742(59)(B)	85 EA	REPLACE SEWER HOUSE CONNECTION FROM NEW MAIN TO PROPERTY LINE (6") at <u>Twenty-nine hundred</u> dollars and <u>No</u> cents per each	83 2,900	00	246,500	00
C742(62)	5 EA	REPLACE EXISTING SEWER HOUSE CONNECTION FROM EXIST. MAIN UP TO PROPERTY LINE at <u>Thirty-five hundred</u> dollars and <u>No</u> cents per each	84 3,500	00	17,500	00
CS-1	1 LS	ENGINEERING LAYOUT at <u>Sixty-six thousand</u> dollars and <u>No</u> cents per lump sum	85 66,000	00	66,000	00

SCHEDULE OF BID ITEMS (BASE BID)			PROJECT NO. DPW - 2000-D01			
ITEM NUMBER	Approx. Quantity	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
CS-2	6 EA	POTHOLING TO VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO TRENCHING (0-6') at <u>Nine hundred</u> dollars and <u>No</u> cents per each	86 900	00	5,400	00
CS-3	6 EA	POTHOLING TO VERIFY LOCATION OF EXISTING UTILITIES PRIOR TO TRENCHING (GREATER THAN 6') at <u>Eleven hundred</u> dollars and <u>No</u> cents per each	87 1,100	00	6,600	00
CS-4	40 EA	REMOVE MANHOLE/CATCH BASIN at <u>Fifty</u> dollars and <u>No</u> cents per each	88 50	00	2,000	00
CS-5	5 EA	YARD DRAIN INLET at <u>Fifteen hundred</u> dollars and <u>No</u> cents per each	89 1,500	00	7,500	00
CS-6	5 EA	REPLACE MANHOLE FRAME AND COVER at <u>Five hundred</u> dollars and <u>No</u> cents per each	90 500	00	2,500	00
CS-7	10,000 SY	GEOGRID at <u>Three</u> dollars and <u>No</u> cents per square yard	91 3	00	30,000	00
CS-8	2,500 LF	REMOVE EXIST. DRAIN LINES, VARIOUS SIZES, NOT IN TRENCH OF NEW UTILITIES at <u>Ten</u> dollars and <u>No</u> cents per linear foot	92 10	00	25,000	00
CS-9	50 EA	ADJUST SEWER/DRAIN CLEANOUT at <u>One hundred</u> dollars and <u>No</u> cents per each	93 100	00	5,000	00
CS-10	4 EA	MODIFIED S&WB STD. D-3937 at <u>Nine thousand</u> dollars and <u>No</u> cents per each	94 9,000	00	36,000	00
CS-11	100 LF	8" DUCTILE IRON WATERMAIN WITH MAIN LINE FITTINGS at <u>Two hundred fifty</u> dollars and <u>No</u> cents per each	95 250	00	25,000	00
TOTAL BASE BID \$ <u>4,688,935.00</u> (IN FIGURES) (ITEM NOS. C201(01) through CS-11 inclusive) (IN WORDS) <u>Four million, six hundred eighty-eight thousand, nine</u> DOLLARS <u>hundred thirty-five</u> AND <u>No</u> CENTS						

NOTE: All Bidders are required to bid on all items and transfer the total amount to the first page of the proposal.

PHONE
(504) 828-8000
FAX
(504) 836-2839

WCD
Wallace C.
Drennan, Inc.
General Contractors
P.O. BOX 15438
NEW ORLEANS, LA 70175-5438

LA CONTRACTOR'S
LICENSE NO. 1033

August 19, 2008

City of New Orleans
Purchasing Department
1300 Perdido Street, Room 4W07
New Orleans, LA 70112

RE: City of New Orleans Project No. DPW2000-D 01
Desire Street (N. Roman to N. Dorgenois)

To Whom It May Concern:

In accordance with the specifications, we propose to use the following subcontractors for our EDBE. They are all currently certified by the Sewerage and Water Board of New Orleans and/or the LA DOTD UCP under their EDBE Programs.

Prince Dump Truck Service	\$ 610,000.00 trucking and hauling
1 st Impressions Custom Concrete	\$ 250,000.00 paving
Baker Concrete	\$ 310,000.00 materials

Should you need any additional information, please do not hesitate to contact me.

Very truly yours,

Wallace C. Drennan, Inc.


Wallace C. Drennan, III

WCD,III/bs

CONSTRUCTING FOR OVER 50 YEARS

ATTACHMENT "D"

**DISADVANTAGED BUSINESS ENTERPRISE
(DBE) PROGRAM**

INVITATION TO BID
CITY OF NEW ORLEANS

ATTACHMENT "D"

Disadvantaged Business Enterprise (DBE) Program

DBE Program Compliance. The requirements of the City's DBE Program apply to this contract. It is the policy of the City of New Orleans to practice nondiscrimination based on social and economic disadvantage, race, color, sex, gender, disability or national origin. All firms qualifying under this solicitation are encouraged to submit proposals/bids. Award of this contract shall be conditioned upon satisfying the requirements of the DBE Program. A DBE contract goal of 35 percent has been established for this contract. The offeror/bidder shall agree to use its best efforts, as determined by the DBE Compliance Officer in accordance with the factors set forth in the DBE Program, to meet the contract goal for DBE participation in the performance of this contract.

DBE Participation. The apparent lowest responsive bidder, as determined by the Department Head after review of the bid responses, shall be required to submit the following information to the DBE Compliance Officer within ten (10) days of receipt of written notification that the bidder/offeror is the apparent lowest responsible bidder:

- i. The names and addresses of all DBE firms that will participate in the contract;
- ii. The dollar amount commitment of the participation of each DBE firm participating in the contract;
- iii. Written confirmation from the named DBE(s), verifying their participation in the contract as provided in the commitments made under (i) and (ii) above; and
- iv. If the contract goal is not met, evidence of best efforts.

Upon receipt of the above-referenced materials, the DBE Compliance Officer shall then make a determination as to whether the bidder was responsive as to the DBE contract goal. If it is determined that the bidder was responsive to the DBE contract goal, the contract shall be awarded to such bidder, provided that such bidder is otherwise deemed to be a responsive bidder. If it is determined that the bidder was non-responsive to the DBE contract goal, the bid shall be rejected as non-responsive, and the next apparent lowest responsive bidder, as determined by the Department Head, shall be required to comply with the procedures set forth herein in this Section.

FORM DBE-1

05/04

DISADVANTAGED BUSINESS ENTERPRISE (DBE) RESPONSIVENESS FORM

This form, or a similar form, should be provided by the lowest responsible Prime Contractor within ten (10) days of receipt of written notification by the DBE Compliance Officer.

The undersigned bidder/offeror or has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

____ The bidder/offeror is committed to a minimum of ____ % DBE utilization on this contract.
____ The bidder/offeror (if unable to meet the DBE goal of ____ %) is committed to a minimum of ____ % DBE utilization on this contract and will submit documentation demonstrating best efforts.

Name of bidder/offeror's firm: _____

State Registration No.: _____

By: _____
(Signature) (Title)

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____ Tel: _____

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above.
The estimated dollar value of this work is \$ _____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this DBE Responsiveness Form and Affirmation shall be null and void.

FORM DBE-2

05/04

EVIDENCE OF BEST EFFORTS

This form should be provided by the lowest responsible bidder within ten (10) days of receipt of written notification by the DBE Compliance Officer if the bidder/offeror is unable to meet the DBE goal. The DBE Compliance Officer shall be responsible for determining whether the general contractor has made his best efforts to achieve the DBE Program contracting objectives in either bid submission commitments or, upon award of the contract, actual achievement of their stated contractual DBE participation commitment. In making this determination, the DBE Compliance Officer shall consider the following factors:

Name of Bidder/offeror's firm: _____

Address: _____

City: _____

State: _____

Zip: _____

Tel: _____

PRE-BID MEETINGS: Whether the general contractor or subcontractor attended any pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.

_____ **SUBCONTRACTORS LISTS:** Whether the general contractor or subcontractor requested from the Mayor's Office of Economic Development a list of certified DBEs.

_____ **SMALL CONTRACTS:** Whether the general contractor or subcontractor broke down contracts into dollar or work units to facilitate DBE participation, as consistent with the nature of the work to be performed and its relationship to other aspects of the project.

_____ **FOLLOW-UP:** Whether the general contractor or subcontractor followed up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.

_____ **ADVERTISEMENT:** Whether the general contractor or subcontractor advertised in general circulation and trade association publications concerning subcontracting opportunities, and allowed subcontractors reasonable time to respond.

_____ **GOOD FAITH NEGOTIATIONS:** Whether the general contractor or subcontractor negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

_____ **INFORMATION:** Whether the general contractor or subcontractor provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.

_____ **WRITTEN NOTICE:** Whether the general contractor or subcontractor took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.

_____ **COMMUNITY RESOURCES:** Whether the general contractor or subcontractor used the services available to DBE community organizations, DBE contractors' groups, local state and federal disadvantaged business assistance offices, disability rights organizations, and other organizations that provide assistance in the recruitment and placement of DBE firms.

_____ **CONTRACT RECORDS:** Whether the general contractor or subcontractor has maintained the following records for each DBE that bids on any subcontract:

1. Name, address and telephone number;
2. A description of information provided by the general contractor or subcontractor; and,
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the bidder was deemed unqualified to perform the job.

ATTACHMENT “E”

**INVITATION TO BID
CITY OF NEW ORLEANS**

ATTACHMENT "E"

1. **SOLICITATION:** There are Federal Funds involved in this project.
2. **DOCUMENTS:** Bid Documents may be downloaded from the City website at www.cityofno.com, City Purchasing Portal or may be obtained from Ridgeway's, 433 O'Keefe St. New Orleans, La. 70113, (504) 522-3831. A deposit in the amount of \$50.00 is required if obtained through Ridgeway's. Bidding Documents will be issued only in complete sets. Deposits on the first set of documents furnished bona fide prime bidders will be fully refunded upon return in good useable condition within ten (10) days after receipt of the bids. For all others returning sets, the deposit less actual cost of reproduction will be refunded within ten (10) days after receipt of bids.
3. **BIDDER'S CERTIFICATIONS**
4. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

BIDDER'S CERTIFICATIONS

Project Name Desire Street (N. Roman to N. Dorgenois) Project Number DPW-2000-D 01

Contract For City of New Orleans, Department of Finance, Purchasing Bureau

The following certifications must be completed by the bidder for each contract.

A. EQUAL EMPLOYMENT OPPORTUNITY:

- () I have developed and have on file at my each establishment affirmative action programs pursuant to 41 CFR Part 60-2.
- (☒) I have participated in previous contract(s) or subcontract(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375. I have filed all reports due under the requirements contained in 41 CFR 60-1.7.
- () I have not participated in previous contract(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375.
- (☒) I will obtain a similar certification from any proposed subcontractor(s), when appropriate.

B. NONSEGREGATED FACILITIES

- (☒) I certify that I do not and will not maintain any facilities provided for my employees in a segregated manner, or permit my employees to perform their services at any location under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award of any federally assisted subcontract exceeding \$10,000 which is not exempt from the equal opportunity clause as required by 41 CFR 60-1.8.

I understand that a false statement on this certification may be grounds for rejection of this bid proposal or termination of the contract award.

Wallace C. Drennan, III President
Typed name and Title of Bidder's Authorized Representative

Wallace C. Drennan 8/19/08
Signature of Bidder's Authorized Representative Date

Wallace C. Drennan, Inc.
Post Office Box 15438
New Orleans, LA 70175-5438
Name and Address of Bidder

ATTACHMENT "E4"

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**



EPA Project Control Number

DPW-2000-D 01

Desire St. (N. Roman to N
Dorgenois)

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Washington, DC 20460

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Wallace C. Drennan, III

President

Typed Name & Title of Authorized Representative

Wallace C. Drennan

8/19/08

Signature of Authorized Representative

Date

Wallace C. Drennan, Inc.

Post Office Box 15438

New Orleans, LA 70175-5438

☐ I am unable to certify to the above statements. My explanation is attached.



C. RAY NAGIN
MAYOR

CITY OF NEW ORLEANS
DEPARTMENT OF PUBLIC WORKS

1300 PERDIDO STREET - STE. 6W03 - NEW ORLEANS - LA 70112
(504) 658-8001 - FAX 658-8007



ROBERT MENDOZA
DIRECTOR

ADDENDUM NO. ONE (1)

August 13, 2008

Subject: City Project No: **DPW2000-D01 - DESIRE STREET**
Bid Proposal: **500C-00550** - Opening Date: **August 19, 2008** at 2:00 p.m.

To: ALL PROSPECTIVE BIDDERS

The Bid Documents are hereby amended and/or clarified in this addendum as follows:

I. GENERAL: No trench boxes shall be used for installation of utility lines for this project.

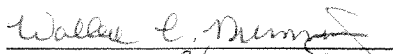
II. SCHEDULE OF BID ITEMS: Page 9, Item No. CS-11.

Replace "per each" in the third column with "per linear foot"

Note: This addendum will be made part of the bid and contract documents. The addendum cover sheet with the contractor's authorized signature and all revised schedule of bid items must be attached to the proposal.


Project Manager

Bidder's Authorized Signature


Date: 8/13/08

cc: Robert Mendoza, Director
Andree Cohen, Bureau of Purchasing
Nguyen D. Phan, Chief Engineer
N-Y and Associates

MEETING PPE-BID

PROJECT #

DPW 2000 - DOI

Date

Aug. 5, 2005

Street Name (s)

DESIRE ST.

	NAME	REPRESENTING	PHONE NO.	E-mail
1	Noble Eninn	Covenant Construction Inc.	225-216-3359	covenantgeneral@bellsouth.net
2	ANTHONY STANTON	JC PATIN Group	504-569-9000 FAX 569-9002	stanton-anthony@hotmail.com
3	CARMEL GUNDEE	WALLACE C. DRENNAN INC.	504-812-9069	CGUNDEE@WALLACE.DRENNAN.COM
4	Ray Lockwood	Command Construction Inc.	504-887-8795 Fax - 887-8906	ray-command@bellsouth.net
5	John Solomon	Kass Bros	504-348-9018 Fax 504-340-0339	jsolomon@kassbros.com
6	JONATHAN MARCEL	BOH BROS. CONSTRUCTION CO.	504-821-2400 (FAX) 821-0714	JMARCEL@BOHBROS.COM
7	Patrick Kelly	VAG	504 362 6370 FAX 504 365 8319	PKRdeg-mi.com
8	MAURICE RANKINS	AUGILLARD CONST. COMPANY, INC.	504-945-2233 504-945-8922 FAX	MAURICEOFYOUNGS@YAHOO.COM 504-329-0419 CELL #
9	HARREL HUSKEY	HARRIS BUILDER LLC	504-328-2590 504 340-9050	hhuskey@harrisbuilder.com
10	AMRITENDU MAJI	N-Y ASSOC. Inc.	504-885-0500 -885-0595(FAX)	amaji@n-yassociates.com
11	Chris McLellan	Hard Rock Construction	504 835-1050 837-0420	cmclellan@hardrockconstruction.com
12	René G Duplantis	Barriere Construction	504-256-7884 504-369-3186 (F)	rened@barriere.com
13	RONNIE FRANK	Hallmark GEP	504-799-7379 504 366-5411 (504) 214-1944	rfrank007@yahoo.net
14	BRAD CAILLOVET	BARRIERE CONST.		bradc@barriere.com
15	Kevin Boufleur	HEATHCOTE Const.	(504) 715 0195	Kevin Kevin.Boufleur@yahoo.com
16	Brad Vu	DPW	658-8041	bdvu@cityofno.com

OFFICE
OF THE
CLERK OF
COURT

2008 AUG 19 P 1:37

WALLACE C. DRENNAN, INC.

GENERAL CONTRACTORS
P.O. BOX 15438
NEW ORLEANS, LA. 70175-5438



LA CONTRACTOR'S LICENSE
No. 1033

BID TO: City of New Orleans
Department of Finance, Purchasing Bureau
City Hall, 1300 Perdido Street, Room 4W07
New Orleans, LA 70112

BID FOR: Proposal No. 500C-00550
Street Project No. DPW-2000-D 01
Desire Street (N. Roman to N. Dorgenois)

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **WALLACE C. DRENNAN, INC.**
(Here insert full name and address or legal title of Contractor)
P.O. Box 15438, New Orleans, LA 70175
as Principal, hereinafter called the Principal, and **THE HANOVER INSURANCE COMPANY**
(Here insert full name and address or legal title of Surety)
440 Lincoln Street, Worcester, MA 01653
a corporation duly organized under the laws of the State of New Hampshire
as Surety, hereinafter called the Surety, are held and firmly bound unto **City of New Orleans, The Bureau of**
(Here insert full name and address or legal title of Owner)
Purchasing, 1300 Perdido Street, Room 4W07, New Orleans, LA 70112
as Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%) of the Amount Bid**
Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.
WHEREAS, the Principal has submitted a bid for **Proposal No. 500C-00550, St. Project No. DPW-2000-D 01**
(Here insert full name, address and description of project)
Desire Street (N. Roman to N. Dorgenois), New Orleans, LA

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 19th day of August XX 2008

Bucky Dargatzis
(Witness)

WALLACE C. DRENNAN, INC.
(Principal) (Seal)
Wallace C. Drennan
Wallace C. Drennan, III, President

Joelle Bordelon
Countersigned: (Witness)
Louisiana Resident Agent:

THE HANOVER INSURANCE COMPANY
(Surety) (Seal)
Pamela K. Tucker
Pamela K. Tucker, (Title)
Attorney-in-Fact

By: *Pamela K. Tucker*
Pamela K. Tucker, Metairie, LA



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint
Stephen L. Cory, Pamela K. Tucker, Melanie Stern, Bert Guiberteau and/or Eileen Hebert

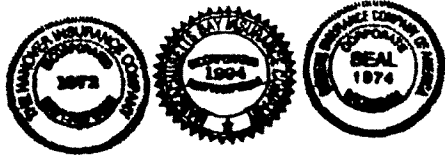
of **Baton Rouge, LA** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:
Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this 9th day of May, 2008.



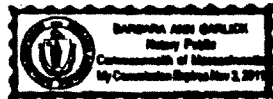
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Mary Jeanne Anderson, Vice President

Robert K. Grennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 9th day of May 2008, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Notary Public

My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 19th day of August, 2008.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Stephen L. Brault, Assistant Vice President