

K20-729

BOND NO. 1081859

BID CONTRACT
BETWEEN
THE CITY OF NEW ORLEANS
AND
WALLACE C. DRENNAN, INC.

RR118 – MARLYVILLE - FONTAINEBLEAU GROUP C (FRC)
BID PROPOSAL NO. 599

THIS CONTRACT (the “**Contract**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”) and Wallace C. Drennan, Inc., represented by Wallace C. Drennan, III, President (the “**Contractor**”). The City and the Contractor may sometimes be referred to as the “**Parties**”. This Contract is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, the City issued an Invitation to Bid No. 599 on May 20, 2020 and its Addenda No. 1 dated June 12, 2020, No. 2 dated June 15, 2020, and No. 3 dated June 17, 2020 (collectively, the “**ITB**”) seeking a contractor to provide FEMA-eligible roadway construction services for RR118 – Marlyville-Fontainebleau Group C (FRC) (the “**Project**”), as provided in the ITB;

WHEREAS, the Contractor submitted the lowest responsive and responsible bid in response to the City’s ITB, and the City desires to award the Contract to the Contractor; and

NOW THEREFORE, the City grants and confirms to the Contractor the Contract to provide roadway construction services on streets within the Marlyville-Fontainebleau Group C neighborhood in accordance with the ITB, and the City and the Contractor, for good and valuable consideration, agree as follows:

I. THE CONTRACTOR’S OBLIGATIONS

The Contractor will perform all obligations of the Contract, and be subject to all terms and conditions set forth, in the Contract and in the following documents that are incorporated fully into this Contract by reference: the ITB; the Contractor’s Bid dated June 23, 2020 (the “**Contractor’s Bid**”); all documents, drawings, and specifications incorporated or referenced in the ITB and/or the Contractor’s Bid, including, but not limited to, any and all terms, conditions, documents, drawings, and/or specifications contained in the June 2015 Proposal and Construction Specifications for FEMA Funded Recovery Roads Program, including, but not

limited to, the City's General Contract Terms and Conditions, Special Conditions for FEMA Contracts, and the City's General Specifications for Street Paving (2015 ed.).

II. THE CITY'S OBLIGATIONS

The City will pay the Contractor at the rates set forth in the Contractor's Bid for the satisfactory performance of this Contract and will perform all obligations of the City, and be subject to all terms and conditions set forth in this Contract and any incorporated documents.

III. COMPENSATION

The maximum aggregate amount payable by the City pursuant to this Contract is **TEN MILLION FIVE HUNDRED SIXTY – SEVEN THOUSAND SEVENTY – ONE AND 40/100 DOLLARS (\$10,567, 071.40)**.

IV. CONTRACT TIME

Construction duration for this Project is **360 Working Days** commencing upon the issuance of the Notice to Proceed by the City.

V. THE SURETY'S OBLIGATIONS

A. Performance and Payment Bonds. The Hanover Insurance Company (the "Surety") intervenes in this Contract and binds itself as surety for:

1. The faithful performance of all work required of the Contractor by this Contract in the full sum of \$10,567, 071.40; and
2. The full payment by the Contractor of all payments to be made by the Contractor under this Contract in the full sum of \$10,567, 071.40.

Each of these bonds is to be considered separate and distinct, and no payment made by the Surety under either bond shall in any way reduce the obligations of the Surety under the other.

B. Acknowledgement of Contract. The Surety represents and warrants that it has fully read and understands the terms of this Contract, including all incorporated documents.

C. Survival and Validity of Bonds. The Surety's bonds shall remain in full force and effect, and shall survive the termination of this Contract, but shall become null and void if the Contractor: (1) well and faithfully performs all and singular obligations assumed by the Contractor in this Contract; (2) promptly pays all wages of laborers, workmen, or mechanics to be employed by the Contractor for all work done or labor performed by the Contractor or by any

subcontractors; or furnished to subcontractors, and used in the construction, erection, alteration, performance or repairs of the work required by the Contract; (3) promptly pays for all materials or supplies furnished to the Contractor, or by any subcontractor, or to any subcontractor, for the use in machines used in the construction, erection, alteration, performance, or repair of the work required by the Contract; (4) fully secures and protects the City, its legal successor and representatives, from all loss or expenses 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 Contractor to comply with all of the obligations assumed by it; and (5) promptly delivers all the work required by the Contract to the City, free from any and all claims, liens, and expenses. The obligations of the Surety will not be affected in any way by any modifications, omissions, or additions in or to the terms of this Contract, the plans or specifications, or in the manner and mode payment.

VI. ADDITIONAL PROVISIONS

A. Convicted Felon Statement. The Contractor complies with City Code § 2-8(c) and no principal, member, or officer of the Contractor has, within the preceding 5 years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, falsification, or destruction of public records.

B. Non-Solicitation Statement. The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Contract.

C. Non – Waiver. The failure of either party to insist upon strict compliance with any provision of this Contract, to enforce any right or to seek any remedy upon the discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default, or breach shall not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right, or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

D. Entire Agreement. This Contract, including all incorporated documents, constitutes the final and complete agreement and understanding between the Parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this effect to vary or alter any terms or conditions of this Contract.

IN WITNESS WHEREOF, the City, the Contractor, and the Surety, through their duly authorized representatives, execute this Contract.

THE CITY OF NEW ORLEANS

BY: [Signature] FOR
LATOYA CANTRELL,
MAYOR

Executed on this 21st of August, 2020.

FORM AND LEGALITY APPROVED:
Law Department

By: [Signature]

Printed Name: Andrew Gregorich

WALLACE C. DRENNAN, INC.

BY: [Signature]
WALLACE C. DRENNAN, III,
PRESIDENT

FEDERAL [Redacted]

THE HANOVER INSURANCE COMPANY

BY: [Signature]
PAMELA K. TUCKER,
ATTORNEY-IN-FACT

[ORIGINAL BOND AND POWER OF ATTORNEY MUST BE ATTACHED TO CONTRACT]

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

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS 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, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Stephen L. Cory, Pamela K. Tucker, Jill K. Tucker, Melanie Stern and/or Michael C. Seaman

Of **Cory, Tucker & Larrowe of Metairie, LA** each individually, if there be more than one named, as its 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, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Seventy Million and No/100 (\$70,000,000) in any single instance

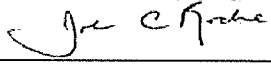
That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it 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 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.

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 Vice President in conjunction with any 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)

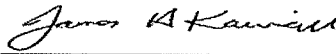
IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 12th day of June, 2018.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


John C. Roche, EVP and President

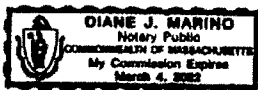


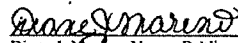
The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS }
COUNTY OF WORCESTER } ss.

On this 12th day of June, 2018 before me came the above named Vice Presidents 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.

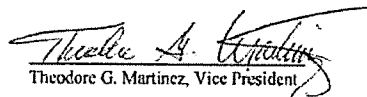



Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned 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.

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

CERTIFIED COPY


Theodore G. Martinez, Vice President