

K23-527

BOND NO. 43BCSIX5835

**BID CONTRACT
BETWEEN
THE CITY OF NEW ORLEANS
AND
HARD ROCK CONSTRUCTION CO., LLC
DPW716 – ROW IMPROVEMENTS – DISTRICT D
BID PROPOSAL NO. 2972**

THIS CONTRACT (the “Contract”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “City”) and Hard Rock Construction Co., LLC, represented by Jason Juneau, Member/Estimator (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. 2972 on April 5, 2023 (the “ITB”) seeking a contractor to provide right-of-way improvements in District D (Project No. DPW716) (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 right-of-way improvements in District D 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 May 3, 2023 (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 City’s General Contract Terms and Conditions, 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 total maximum aggregate amount payable by the City pursuant to this Contract is not to exceed **TWO MILLION TWO HUNDRED NINETY – NINE THOUSAND THREE HUNDRED THIRTY – NINE AND 00/100 DOLLARS (\$2,299,339.00)**. This is a requirements contract and is not binding as to any specific quantity.

IV. CONTRACT TIME

Construction duration for this Project is **260 Working Days** commencing upon the issuance of the Notice to Proceed by the City.

V. THE SURETY’S OBLIGATIONS

A. Performance and Payment Bonds. Hartford Fire 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 **\$2,299,339.00**; 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 **\$2,299,339.00**.

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

Bid Contract – ITB No. 2972
City of New Orleans and Hard Rock Construction Co., LLC
DPW716 – ROW Improvements – District D
K23 – 527; BRASS No. 4893

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.

(Signatures contained on the following page)

Bid Contract – ITB No. 2972
City of New Orleans and Hard Rock Construction Co., LLC
DPW716 – ROW Improvements – District D
K23 – 527; BRASS No. 4893

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

THE CITY OF NEW ORLEANS

BY: _____

LATOYA CANTRELL,
MAYOR

Executed on this 26th of June, 2023.

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: Tracy Tye

HARD ROCK CONSTRUCTION CO., LLC

BY: _____

JASON JUNEAU,
MEMBER / ESTIMATOR

FEDERAL TAX I.D. NO. 72-1139123

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

Agency Name: ELLSWORTH CORPORATION
Agency Code: 43-480815

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Charles F. Cowand, Anthony Currera, Alexander J. Ellsworth, Ralph J. LeBlanc,
Kathryn Moore, Norma Touns of METAIRIE, Louisiana

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by [X], and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

Joelle L. LaPierre, Assistant Vice President

Joelle L. LaPierre

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

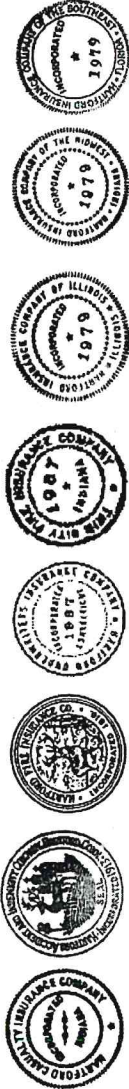


Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____

Signed and sealed in Lake Mary, Florida.



Keith Dozois

Keith D. Dozois, Assistant Vice President



HARDROC-02

KJUNOT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/5/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ellsworth Corporation 3636 S. I-10 Service Road W. Suite 100 Metairie, LA 70001	CONTACT NAME Karen C Junot PHONE (A/C, No, Ext): (504) 455-4545 287 FAX (A/C, No.): (504) 888-6645 E-MAIL ADDRESS: Karen.J@ellsworthcorporation.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Gray Insurance Company	NAIC # 36307
INSURER B : Endurance American Insurance Company	10641
INSURER C : Axis Surplus Insurance Company	26620
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION (INSURANCE)	POLICY NUMBER	POLICY EFFECT DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PROJECT ☐ LOC OTHER:		XSGL100083	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	X AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐		XSAL100090	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	X UMBRELLA LIAB EXCESS LIAB ☒ OCCUR CLAIMS-MADE		GXS100260	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ N/A If yes, describe under DESCRIPTION OF OPERATIONS below		XSWC100081	5/1/2023	5/1/2024	X PER STATUTE ☒ OTHER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 Excess of \$4M \$ 5,000,000 Excess of \$5M \$ 5,000,000
B	Excess Liability		ELD30019170301	5/1/2023	5/1/2024	
C	Excess Liability		P00100089060102	5/1/2023	5/1/2024	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Job 4150
RE: DPW716 ROW Improvements - District D

CERTIFICATE HOLDER

CANCELLATION

City of New Orleans 1300 Perdido Street, Room 5E03 New Orleans, LA 70112	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE 	

ACORD 25 (2016/03)

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THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

- A.

Commercial General Liability

General Liability Policy Includes:
Blanket Waiver of Subrogation when required by written contract.
Blanket Additional Insured when required by written contract.
Primary Insurance Wording Included when required by written contract.
Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).
Premises/Operations
Products/Completed Operations
Contractual Liability
Sudden and Accidental Pollution Liability
Occurrence Form
Personal Injury
“In Rem” Endorsement
Cross Liability
Severability of Interests Provision
“Action Over” Claims
Independent Contractors coverage for work sublet
Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.
General Aggregate applies per project or equivalent.
- B.

Automobile Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.
Blanket Additional Insured when required by written contract.
- C.

Workers Compensation Policy Includes:

Blanket Waiver of Subrogation when required by written contract.
U.S. Longshoremen’s and Harbor Workers Compensation Act Coverage
Outer Continental Shelf Land Act
Jones Act (including Transportation, Wages, Maintenance, and Cure),
Death on the High Seas Act & General Maritime Law.
Maritime Employers Liability Limit: \$1,000,000
Voluntary Compensation Endorsement
Other States Insurance
Alternate Employer/Borrowed Servant Endorsement
“In Rem” Endorsement
Gulf of Mexico Territorial Extension
- D.

Excess Liability Policy Includes:

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies
Blanket Waiver of Subrogation when required by written contract.
Blanket Additional Insured when required by written contract.