K21-1282

CONTRACT

BY AND BETWEEN

THE CITY OF NEW ORLEANS

AND

STALLINGS CONSTRUCTION COMPANY, INC.

BID PROPOSAL NO.: 1356
PRATT PLAYGROUND RENOVATIONS

THIS CONTRACT (the "**Contract**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and Stallings Construction Company, Inc., represented by Susan E. Stallings, President (the "**Contractor**"). The City and the Contractor are sometimes each referred to as a "**Party,**" and collectively, as the "**Parties**." The Contract is effective as of the date of execution by the City (the "**Effective Date**").

RECITALS

WHEREAS, on June 23, 2021, the City issued an Invitation to Bid No. 1356, Addendum No. 1 dated June 30, 2021, Addendum No. 2 dated July 9, 2021, and Addendum No. 3 dated July 16, 2021, seeking a contractor to provide construction services for the Pratt Playground Renovations Project (the "**ITB**");

WHEREAS, the Contractor submitted the lowest responsive bid in response to the ITB; and

WHEREAS, the City desires to award the Contract to the Contractor;

NOW THEREFORE, the City grants and confirms to the Contractor the Contract to provide construction services for the Pratt Playground Renovations Project to the City under the ITB, and the City and the Contractor, for good and valuable consideration, agree as follows:

ARTICLE I - THE CONTRACTOR'S OBLIGATIONS

The Contractor will perform all obligations of the Contractor and be subject to all terms and conditions set forth in this Contract and in the following documents that are incorporated fully into this Contract: the ITB and the Contractor's Bid dated July 22, 2021 (the "**Bid**").

ARTICLE 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.

A. Base Bid	$313,800.00
B. (Not Accepted) Alternate No. 1 – [NO CHANGE]	-
a. Total Bid	$313,800.00

ARTICLE III – LIVING WAGES

A. ***Definitions.*** Unless otherwise expressly provided in this Agreement, Capitalized terms used but not defined herein, shall have the definition attributed to them in Article VIII, Section 70-802 of the City Code.

B. ***Compliance.*** To the fullest extent permitted by law, the Contractor agrees to abide by City Code Sections 70-801, *et seq.*, which requires, in pertinent part, the following:

1. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code ("**Living Wage**");

2. Receipt of at least seven (7) days per year of compensated leave for Covered Employees, as required by Section 70-807 of the City Code; and

3. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which Covered Employees are working that is within the Covered Employer's custody and control, as required by Section 70-810 of the City Code.

C. ***Living Wage.*** In accordance with the Living Wage Ordinance, Living Wage shall be as follows:

1. $11.19 per hour for any work performed on or before December 31, 2021;
2. $13.25 per hour for any work performed on or before December 31, 2022;
3. $15.00 per hour for any work performed on or before December 31, 2023; and
4. $15.00 per hour plus any adjustment provided in subsection D below for any work performed during calendar year 2024 or thereafter.

D. ***Adjusted Living Wage.*** In accordance with Section 70-806(2) of the City Code, the Living Wage shall be annually adjusted for inflation, as defined by the Consumer Price Index calculated by the U.S. Bureau of Labor Statistics as applied to the South Region, except that in no instance shall the Living Wage be adjusted downward. The first adjustment shall become effective on January 1, 2024 using the Consumer Price Index figures provided for the preceding year, and thereafter on an annual basis.

A. ***Subcontract Requirements.*** As required by Section 70-804 of the City Code, the Contractor, beneficiary, or other Covered Employer, prior to entering into a subcontract, shall notify subcontractors in writing of the requirements and applicability of Article VIII – The Living Wage Ordinance ("**Article**"). City contractors and beneficiaries shall be deemed responsible for violations of this Article by their subcontractors.

B. ***Reporting.*** On or before January 31st and upon request by the City, the Contractor shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number of days of compensated leave received by Covered Employees earning less than 130% of the then-prevailing wage during the current term of the Agreement, and provide the identified information to the following:

Office of Workforce Development
Living Wage - Compliance
1340 Poydras Street – Suite 1800
New Orleans, Louisiana 70112

C. ***Compliance Monitoring***. Covered Employers under this Agreement are subject to compliance monitoring and enforcement of the Living Wage requirements by the Office of Workforce Development (the "**OWD**") and/or the Chief Administrative Office ("**CAO**"). Covered Employers will cooperate fully with the OWD and/or the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements. Steps and actions include, but are not limited to, requirements that: (i) the Contractor will cooperate fully with the OWD and the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements; (ii) the Contractor agrees that the OWD and the CAO and their designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, payroll records and employee paychecks; and (ii) that the City may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Living Wage standards.

D. ***Remedies***. If the Contractor fails to comply with the Living Wage requirements during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City, including, but not limited to, the penalties and enforcement mechanisms set forth in Section 70-811 of the City Code.

ARTICLE IV – FORCE MAJEURE

A. ***Event.*** An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of City, provided such event was not caused by the negligence or misconduct of City, by the failure of City to comply with applicable laws, or by the breach of this Agreement.

B. ***Notice.*** To seek the benefit of this Article, the City must provide notice in writing to the Contractor stating: (1) an event triggering this Article has occurred; (2) the anticipated effect of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Agreement is being suspended.

C. ***Effect.***

1. Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:

   a. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the Contractor must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or

   b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to Contractor and without any further compensation due.

2. Notwithstanding Section C(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

ARTICLE V - ADDITIONAL PROVISIONS

A. ***Convicted Felon Statement.*** The Contractor complies with City Code Section 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, or 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 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 Contract and are without effect to vary or alter any terms or conditions of this Contract.

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank.]

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

CITY OF NEW ORLEANS

BY: ______________________________

LATOYA CANTRELL, MAYOR

Executed on this 7th **of** December **, 202**1

FORM AND LEGALITY APPROVED:
Law Department

By: ______________________________

Printed Name: Tracy Tyler

STALLINGS CONSTRUCTION COMPANY, INC.

BY: Susan E Stallings

SUSAN E. STALLINGS, PRESIDENT

72-1086733

FEDERAL TAX I.D.

[ORIGINAL PERFORMANCE AND PAYMENT BONDS MUST BE ATTACHED SEPARATELY TO THIS CONTRACT.]

THE GRAY SURETY

The Gray Insurance Company
The Gray Casualty & Surety Company

Performance Bond

Bond Number: GS50800084

KNOW ALL PERSONS BY THESE PRESENTS, that we, Stallings Construction Co., Inc., as Principal and The Gray Insurance Company, a Louisiana corporation, as Surety, are held and firmly bound unto City of New Orleans, as Obligee, in the sum of: Three Hundred Thirteen Thousand Eight Hundred and No Cents -------------------------------------- $ 313,800.00 for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, Principal has entered into a contract with Obligee, dated 12/7/21 ("Contract") to perform Construction Work for the project described as: Pratt Playground Renovations, 5733 Chatham Dr., New Orleans, LA 70112, CNO Project No K20-938, Bid No. 1356 ("Project") which is incorporated herein by reference.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly and faithfully perform the Construction Work, then this obligation shall be null and void.

Notwithstanding any contrary provision in the Contract Documents, the Surety's obligation hereunder to Obligee shall not arise unless all of the following conditions are satisfied:

1. the Principal is in default under the Contract;
2. the Obligee has declared the Principal to be in default under the Contract and the Obligee has given written notice to the Principal and Surety of such declaration;
3. the Obligee has performed its obligations under the Contract; and
4. Obligee has agreed to pay the Contract Balance in accordance with the terms of the Contract to the Surety or to a completing contractor.

When the Obligee has satisfied the conditions above, the Surety shall have a reasonable period of time to take one of the following actions:

1. Arrange for the Principal, with the consent of the Obligee, to perform and complete the Contract;
2. Obtain bids or negotiated proposals from qualified contractors for a contract for completion of the Construction Work to be done under the Contract and arrange for a contract to be prepared for execution by Obligee and a contractor selected with the Obligee's concurrence same to be secured with performance and payment bonds executed by a qualified surety;
3. Upon entering into an acceptable written takeover agreement with the Obligee, undertake to perform and complete the Construction Work; or
4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances: (a) after investigation, determine the amount for which it may be liable to the Obligee and, as soon as practicable after the amount is

determined, make payment to the Obligee; or (b) deny liability in whole or in part and notify the Obligee, citing reasons for denial.

The Contract Balance shall be credited against the reasonable cost of completing the Construction Work to be performed under the Contract. The Contract Balance shall not be reduced or set off on account of any obligation, contractual or otherwise, except the reasonable construction cost incurred in completing the Contract with the Obligee.

In no event shall the Surety's total obligation exceed the penal amount of this Bond.

Surety's obligation under this Bond terminates upon acceptance of the Construction Work. Any suit by Obligee under this Bond must be instituted before the earlier of (a) the expiration of one year from the date of substantial completion of the Construction Work, or (b) one year after Principal ceased performing the Construction Work, excluding warranty work, whichever occurs first. If the limitation set forth in this Bond is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable, and said period of limitation shall be deemed to have accrued and shall commence to run no later than: (1) the date of substantial completion of the Construction Work, or (2) the date Principal ceased performing Construction Work, excluding warranty work, whichever occurs first.

No right of action shall accrue on this Bond to or for the use of any person or entity other than the Obligee named herein, its heirs, executors, administrators or successors.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or legal requirement shall be deemed incorporated herein. When so furnished, the intent is this Bond shall be construed as a statutory bond.

The term Contract Balance as used herein shall mean the total amount payable by Obligee under the Contract and any amendments thereto, less the amounts heretofore properly paid by Obligee under the Contract. The term Construction Work as used herein shall mean the providing of all labor and/or materials necessary to complete Principal's scope of work under the Contract. The term Contract Documents as used herein shall mean all the documents that comprise the agreement between Principal and Obligee.

Signed and sealed this 7th day of December, 2021.

Stallings Construction Co., Inc.
Principal

By: [signature]

The Gray Insurance Company
Surety

By: Elizabeth M. Blancher
Elizabeth M. Blancher, Attorney-in-Fact

THE GRAY INSURANCE COMPANY
SEAL

THE GRAY SURETY

The Gray Insurance Company
The Gray Casualty & Surety Company

Payment Bond

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WHEREAS, Principal has entered into a contract with Obligee, dated 12/7/21 ("Contract") for: Pratt Playground Renovations, 5733 Chatham Dr., New Orleans, LA 70112, CNO Project No K20-938, Bid No. 1356 ("Project") which is incorporated herein by reference.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payment to all Claimants, as hereinafter defined, for labor and material actually used, consumed or incorporated in the performance of the Construction Work, then is obligation shall be null and void.

Notwithstanding any contrary provision in the Contract Documents, the Surety's obligation hereunder to a Claimant shall not arise unless the following conditions are satisfied:

1. Claimants, who do NOT have a direct contract with the Principal,
   a. Must furnish a written notice of non-payment to the Principal, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed that labor or last furnished those materials included in the Claim; and
   b. Have sent a Claim to the Surety.
2. Claimants, who are employed by or have a direct contract with the Principal, have sent a Claim to the Surety.

The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

No suit or action shall be commenced by a Claimant under this after the expiration of one year from the date: (1) on which the Claimant sent a Claim to the Surety or (2) on which the last labor or service was performed by anyone or the last materials were furnished under the Contract, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

No suit or action shall be commenced by any Claimant other than in a court of competent jurisdiction in the county, parish or other political subdivision of the state in which the project is situated, or in the United States District Court for the district in which the project is situated, and not elsewhere.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision of this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond.

Notice and Claims to the Surety, the Owner or the Principal shall be sent by certified mail, registered mail or postage prepaid, to the address shown on the first page of this Bond.

Definitions:

1. Construction Work shall mean the providing of all labor and/or materials necessary to complete Principal's scope of work under the Contract.
3. Contract Documents shall mean all the documents that comprise the agreement between Principal and Obligee.
4. Claim shall mean a written statement by the Claimant including at a minimum:
    a. The name of the Claimant;
    b. The name of the person for whom the labor was done or materials furnished;
    c. A brief description of the labor or materials furnished;
    d. The date on which the Claimant last performed labor or last furnished materials for the performance of the Contract;
    e. The total amount earned by the Claimant for labor or materials furnished as of the date of the Claim;
    f. The total amount due and unpaid to the Claimant for labor or materials furnished as of the date of the Claim.
5. Claimant shall mean an individual or entity having a direct contract with the Principal or with a subcontractor of the Principal to furnish labor or materials for actual use, consumption or incorporated in the performance of the Construction Work. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Construction Work is located.

Signed and sealed this 7th day of December, 2021.

Stallings Construction Co., Inc.
Principal

By: [signature]

The Gray Insurance Company
Surety

By: Elizabeth M. Blancher

Elizabeth M. Blancher ,Attorney-in-Fact

THE GRAY INSURANCE COMPANY
SEAL

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GS50800084 **Principal:** Stallings Construction Co., Inc.

Project: Pratt Playground Renovations -

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint **Thomas J. McMahon, Jr., Elizabeth M. Blancher, R.L. Swayze, Raymond J. Posecai, Jr., Beverly Jo Baumy, Clint Romig, and Bridget Truxillo of Metairie, Louisiana jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $10,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest: Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

LISA S. MILLAR NOTARY PUBLIC STATE OF LOUISIANA

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies, this day of , .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company

THE GRAY SURETY

The Gray Insurance Company
The Gray Casualty & Surety Company

Performance Bond

Bond Number: GS50800084

KNOW ALL PERSONS BY THESE PRESENTS, that we, Stallings Construction Co., Inc., as Principal and The Gray Insurance Company, a Louisiana corporation, as Surety, are held and firmly bound unto City of New Orleans, as Obligee, in the sum of: Three Hundred Thirteen Thousand Eight Hundred and No Cents --------------------------------------- $ 313,800.00 for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, Principal has entered into a contract with Obligee, dated 12/7/21 ("Contract") to perform Construction Work for the project described as: Pratt Playground Renovations, 5733 Chatham Dr., New Orleans, LA 70112, CNO Project No K20-938, Bid No. 1356 ("Project") which is incorporated herein by reference.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly and faithfully perform the Construction Work, then this obligation shall be null and void.

Notwithstanding any contrary provision in the Contract Documents, the Surety's obligation hereunder to Obligee shall not arise unless all of the following conditions are satisfied:

1. the Principal is in default under the Contract;
2. the Obligee has declared the Principal to be in default under the Contract and the Obligee has given written notice to the Principal and Surety of such declaration;
3. the Obligee has performed its obligations under the Contract; and
4. Obligee has agreed to pay the Contract Balance in accordance with the terms of the Contract to the Surety or to a completing contractor.

When the Obligee has satisfied the conditions above, the Surety shall have a reasonable period of time to take one of the following actions:

1. Arrange for the Principal, with the consent of the Obligee, to perform and complete the Contract;
2. Obtain bids or negotiated proposals from qualified contractors for a contract for completion of the Construction Work to be done under the Contract and arrange for a contract to be prepared for execution by Obligee and a contractor selected with the Obligee's concurrence same to be secured with performance and payment bonds executed by a qualified surety;
3. Upon entering into an acceptable written takeover agreement with the Obligee, undertake to perform and complete the Construction Work; or
4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances: (a) after investigation, determine the amount for which it may be liable to the Obligee and, as soon as practicable after the amount is

determined, make payment to the Obligee; or (b) deny liability in whole or in part and notify the Obligee, citing reasons for denial.

The Contract Balance shall be credited against the reasonable cost of completing the Construction Work to be performed under the Contract. The Contract Balance shall not be reduced or set off on account of any obligation, contractual or otherwise, except the reasonable construction cost incurred in completing the Contract with the Obligee.

In no event shall the Surety's total obligation exceed the penal amount of this Bond.

Surety's obligation under this Bond terminates upon acceptance of the Construction Work. Any suit by Obligee under this Bond must be instituted before the earlier of (a) the expiration of one year from the date of substantial completion of the Construction Work, or (b) one year after Principal ceased performing the Construction Work, excluding warranty work, whichever occurs first. If the limitation set forth in this Bond is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable, and said period of limitation shall be deemed to have accrued and shall commence to run no later than: (1) the date of substantial completion of the Construction Work, or (2) the date Principal ceased performing Construction Work, excluding warranty work, whichever occurs first.

No right of action shall accrue on this Bond to or for the use of any person or entity other than the Obligee named herein, its heirs, executors, administrators or successors.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or legal requirement shall be deemed incorporated herein. When so furnished, the intent is this Bond shall be construed as a statutory bond.

The term Contract Balance as used herein shall mean the total amount payable by Obligee under the Contract and any amendments thereto, less the amounts heretofore properly paid by Obligee under the Contract. The term Construction Work as used herein shall mean the providing of all labor and/or materials necessary to complete Principal's scope of work under the Contract. The term Contract Documents as used herein shall mean all the documents that comprise the agreement between Principal and Obligee.

Signed and sealed this 7th day of December, 2021.

Stallings Construction Co., Inc.
Principal

By: ____________________

The Gray Insurance Company
Surety

By: Elizabeth M. Blancher
Elizabeth M. Blancher, Attorney-in-Fact

THE GRAY INSURANCE COMPANY SEAL

THE GRAY SURETY

The Gray Insurance Company
The Gray Casualty & Surety Company

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Pratt Playground Renovations, 5733 Chatham Dr., New Orleans, LA 70112, CNO Project No K20-938, Bid No. 1356
("Project") which is incorporated herein by reference.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payment to all Claimants, as hereinafter defined, for labor and material actually used, consumed or incorporated in the performance of the Construction Work, then is obligation shall be null and void.

Notwithstanding any contrary provision in the Contract Documents, the Surety's obligation hereunder to a Claimant shall not arise unless the following conditions are satisfied:

1. Claimants, who do NOT have a direct contract with the Principal,
   a. Must furnish a written notice of non-payment to the Principal, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed that labor or last furnished those materials included in the Claim; and
   b. Have sent a Claim to the Surety.
2. Claimants, who are employed by or have a direct contract with the Principal, have sent a Claim to the Surety.

The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

No suit or action shall be commenced by a Claimant under this after the expiration of one year from the date: (1) on which the Claimant sent a Claim to the Surety or (2) on which the last labor or service was performed by anyone or the last materials were furnished under the Contract, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

No suit or action shall be commenced by any Claimant other than in a court of competent jurisdiction in the county, parish or other political subdivision of the state in which the project is situated, or in the United States District Court for the district in which the project is situated, and not elsewhere.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision of this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond.

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    a. The name of the Claimant;
    b. The name of the person for whom the labor was done or materials furnished;
    c. A brief description of the labor or materials furnished;
    d. The date on which the Claimant last performed labor or last furnished materials for the performance of the Contract;
    e. The total amount earned by the Claimant for labor or materials furnished as of the date of the Claim;
    f. The total amount due and unpaid to the Claimant for labor or materials furnished as of the date of the Claim.
5. Claimant shall mean an individual or entity having a direct contract with the Principal or with a subcontractor of the Principal to furnish labor or materials for actual use, consumption or incorporated in the performance of the Construction Work. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Construction Work is located.

Signed and sealed this 7th day of December, 2021.

Stallings Construction Co., Inc.
Principal

By: ______________________

The Gray Insurance Company
Surety

By: Elizabeth M. Blancher
Elizabeth M. Blancher, Attorney-in-Fact

THE GRAY INSURANCE COMPANY SEAL

For Internal Use Only.
Eustis Insurance, Inc.
08/20/2021 14:43 1697736015263

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GS50800084 **Principal:** Stallings Construction Co., Inc.

Project: Pratt Playground Renovations -

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint **Thomas J. McMahon, Jr., Elizabeth M. Blancher, R.L. Swayze, Raymond J. Posecai, Jr., Beverly Jo Baumy, Clint Romig, and Bridget Truxillo of Metairie, Louisiana jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $10,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 12th day of September, 2011.

SEAL By: Michael T. Gray
Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest: Mark S. Manguno
Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

LISA S. MILLAR NOTARY PUBLIC STATE OF LOUISIANA

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies, this day of ,.

SEAL SEAL

Mark S. Manguno
Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company