K20-806

BOND NO. 43BCSIJ4049

BID CONTRACT
BETWEEN
THE CITY OF NEW ORLEANS
AND
HARD ROCK CONSTRUCTION, LLC

RR131 – MILNEBURG GROUP B (FRC)
BID PROPOSAL NO. 656

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, 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. 656 on June 24, 2020 and its Addenda No. 1 dated June 29, 2020, No. 2 dated July 8, 2020, and No. 3 dated July 14, 2020 (collectively, the "**ITB**") seeking a contractor to provide FEMA-eligible roadway construction services for RR131 – Milneburg Group B (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 Milneburg Group B 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 July 21, 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 **SEVEN MILLION ONE HUNDRED THIRTY – SEVEN THOUSAND FIFTY – FOUR AND 30/100 DOLLARS ($7,137,054.30).**

IV. CONTRACT TIME

Construction duration for this Project is **365 Calendar 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 sun of $7,137,054.30; 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 $7,137,054.30.

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: _____
LATOYA CANTRELL,
MAYOR

Executed on this 6th **of** OCTOBER, **2020.**

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: Andrew Gregorjan

HARD ROCK CONSTRUCTION, LLC

BY: _____
JASON JUNEAU,
MEMBER / ESTIMATOR

FEDERAL [redacted]

HARTFORD FIRE INSURANCE COMPANY

BY: _____
NORMA TOUPS,
ATTORNEY-IN-FACT

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

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 *or fax:* 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: ELLSWORTH CORPORATION
Agency Code: 43-480815

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **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, William H. Ellsworth, Ralph J. LeBlanc, Kathryn Moore, Norma Toups 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 ☒, 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 6, 2015 the Companies have caused these presents to be signed by its Senior 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.

John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that 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 he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2021

CERTIFICATE

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 at the City of Hartford.

Kevin Heckman, Assistant Vice President

CITY OF NEW ORLEANS
AFFIDAVIT OF COMPLIANCE WITH CITY'S HIRING REQUIREMENTS

STATE OF Louisiana

PARISH OF Jefferson

Before me, the undersigned authority, came and appeared Jason Juneau, who, after being duly sworn, deposed and said that:

1. He/She is the Member / Estimator (*title*) and authorized representative of Hard Rock Construction, L.L.C. (*entity*), the "Bidder."

2. The Bidder submits the attached proposal in response to City of New Orleans Invitation to Bid # 656.

3. The Bidder hereby confirms that Hard Rock Construction, L.L.C. (*entity*) is

☒ compliant with the City of New Orleans' hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f), unless otherwise excluded by city, state, or federal laws or regulations.

☐ unable to comply with the City of New Orleans' hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f) for the following reasons:

_____

_____

_____.

_____
Bidder Representative (Signature)

Jason Juneau 1255 Peters Road Harvey. LA 70058
(Print or type name) (Address)

Sworn to and subscribed before me, Dustin A. Hanks, Notary Public, this 23rd day of July, 2020.

_____
Notary Public (signature)

Dustin A. Hanks
Notary Public (print)
Notary ID#/Bar Roll # 89132

DUSTIN A. HANKS
NOTARY PUBLIC #89132
State of Louisiana
My Commission is issued for life.

END OF DOCUMENT

State of Louisiana

State Licensing Board for Contractors

This is to Certify that:

HARD ROCK CONSTRUCTION, L.L.C.
1255 Peters Rd
Harvey, LA 70058

is duly licensed and entitled to practice the following classifications

BUILDING CONSTRUCTION; HEAVY CONSTRUCTION; HIGHWAY, STREET AND BRIDGE CONSTRUCTION; MUNICIPAL AND PUBLIC WORKS CONSTRUCTION; SPECIALTY: DRIVEWAYS, PARKING AREAS, ASPHALT AND CONCRETE; SPECIALTY: HIGHWAY AND STREET SUB-SURFACE DRAINAGE AND SEWER WORK; SPECIALTY: PERMANENT OR PAVED HIGHWAYS AND STREETS (CONCRETE); SPECIALTY: RIGGING, HOUSE MOVING, WRECKING AND DISMANTLING

Witness our hand and seal of the Board dated,
Baton Rouge, LA 9th day of March 2020

Director

Chairman

Treasurer

Expiration Date: March 8, 2023

License No: 24901

This License Is Not Transferrable

No. 296

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 8/7/2020

PRODUCER
Ellsworth Corporation
P. O. Box 810
Metairie, LA 70011-8210

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Hard Rock Construction, LLC
1255 Peters Road
Harvey, LA 70058

COMPANIES AFFORDING COVERAGE

COMPANY A: THE GRAY INSURANCE COMPANY
COMPANY B:
COMPANY C:
COMPANY D:

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY ☐ OWNER'S & CONTRACTOR'S PROT	XSGL-074417	5/1/2019	5/1/2022	GENERAL AGGREGATE PRODUCTS – COMP/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person)	$3,000,000.00 $3,000,000.00 $1,000,000.00 $1,000,000.00 $100,000.00 $5,000.00
A	**AUTOMOBILE LIABILITY** X ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	XSAL-075415	5/1/2019	5/1/2022	COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000.00
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY – EA ACCIDENT OTHER THAN AUTO ONLY EACH ACCIDENT AGGREGATE	
A	**EXCESS LIABILITY** ☐ UMBRELLA FORM X OTHER THAN UMBRELLA FORM	GXS-043585	5/1/2020	5/1/2021	EACH OCCURRENCE AGGREGATE	$4,000,000.00 $4,000,000.00
A	**WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY** THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: X INCL ☐ EXCL	XSWC-071144	5/1/2019	5/1/2022	X WC STATU-TORY LIMITS ☐ OTH ER EL EACH ACCIDENT EL DISEASE – POLICY LIMIT EL DISEASE – EA EMPLOYEE	 $1,000,000.00 $1,000,000.00 $1,000,000.00
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract.

PROJECT NUMBER: 2017-RR131 RR131-Milneburg Group B (FRC) PW 21032

CERTIFICATE HOLDER
2658#296

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

CANCELLATION
In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder.

AUTHORIZED REPRESENTATIVE

John S. Gray II

GCF 00 50 01 01 12

THE GRAY INSURANCE COMPANY

Louisiana certificate form:
LDI COI 280990 01 12

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 (CGL Form# CG 20 10 11 85) 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.