

K10-535

Bond No. 82039778

**CONTRACT BETWEEN**  
**THE NEW ORLEANS BUILDING CORPORATION**  
**AND**  
**LANDIS CONSTRUCTION COMPANY, LLC**

This agreement is made and entered into this 29th day of June, 2010, by and between the New Orleans Building Corporation ("NOBC"), herein represented by Mitchell J. Landrieu, Mayor, City of New Orleans as President of NOBC, and Landis Construction Company, LLC, ("Contractor").

**WITNESSETH**

**WHEREAS**, the NOBC desires to engage a Contractor to provide improvements to the New Orleans Riverfront- North Peters Street, at the base of Elysian Fields Avenue to Chartres Street, at Mazant Street, from the floodwall to the Mississippi River:

and

**WHEREAS**, in the purpose, the NOBC issued an Invitation to Bid dated March 8, 2010, thereafter tabulated responsive bids, and identified the Contractor to receive the related contract; and the NOBC desires to engage a Contractor to provide repairs to the New Orleans Riverfront- North Peters Street, at the base of Elysian Fields Avenue to Chartres Street, at Mazant Street, from the floodwall to the Mississippi River, as further defined in Exhibit A,

and

**WHEREAS**, Contractor, whose office is located at 8300 Earhart Boulevard, Suite 300 New Orleans, LA 70188, is qualified; and has the necessary expertise, and both the NOBC and the Contractor desire to enter this agreement; and

**NOW THEREFORE**, the NOBC and the Contractor for the consideration and under the conditions set forth, do agree as follows:

The NOBC hereby grants and confirms unto the said Landis Construction Company, LLC, the contract for providing the NOBC with items as per Contract Documents enumerated in Exhibit B for the period of 730 calendar days from the date of Notice to Proceed, strictly according to Bid Proposal No. 8975-00901, and the Contractor's bid thereto, a copy of which is attached hereto as Exhibit C and made part thereof.

The Contractor binds itself to perform this contract well and faithfully, strictly in accordance with said Bid Proposal and its bid thereunder, to observe and comply with all the conditions and stipulations contained in the Bid Proposal in every particular, and at all times to abide by and be held amendable and subject to the terms, penalties and conditions of said Bid Proposal and this

contract.

For the performance hereunder and according to the Bid Proposal, the NOBC binds and obligates itself to pay the amount set forth in its bid.

And now to these presents personally came and intervened Federal Insurance Company, as Surety: Who declared that it has read and taken full cognizance of the hereinbefore written contract between the NOBC and the said Landis Construction Company, LLC, 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 sum of Twenty-Two Million, Nine Hundred Forty Thousand Dollars (\$22,940,000.00); 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 Twenty-Two Million, Nine Hundred Forty Thousand Dollars (\$22,940,000.00); each of the said bonds given herein to be considered separate and distinct, and no payment made by the surety under either shall in anyway 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 subcontractor; and shall promptly pay all furnishers of material, supplied to itself or by subcontractors, or furnished to subcontractors, and used in the construction, erection, alteration, or repairs of the work called for by the aforesaid contract; and shall promptly pay for all materials or supplies furnished to the said Contractor, or by any subcontractor, or to any subcontractor, for the use of machines used in the construction, erection, alteration, or repair of the work specified in the aforesaid contract; and shall fully secure and protect the said NOBC, its legal successor and representative, from all loss or expense of any kind, including premises, and from all loss or expense of any kind, including all costs of Court and attorney's 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 NOBC, 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.

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

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

WITNESSES:

*William Lopez*  
*Ronda Matheron*

~~New Orleans Building Corporation~~

*[Signature]*

By: MITCHELL J. LANDRIEU, MAYOR  
CITY OF NEW ORLEANS AS  
PRESIDENT OF NOBC

WITNESSES:

*Julie Kuhlhand*  
*Bethanne Gathenon*

Landis Construction Company, LLC

*[Signature]*

By: James M. Lewis  
Title: Executive Vice President of Landis  
Construction Co.  
Tax ID No.: [REDACTED]

WITNESSES:

*[Signature]*  
*[Signature]*

Federal Insurance Company

*[Signature]*

By: Kathleen L. Berni  
AGENT AND ATTORNEY-IN-FACT  
Lic 201148

FORM AND LEGALITY APPROVED

*[Signature]*  
LAW DEPARTMENT  
CITY OF NEW ORLEANS