

R10302

**CONTRACT**

Bond No. 43BCSFL9031

**BETWEEN**

**THE CITY OF NEW ORLEANS**

**AND**

**RYAN GOOTEE GENERAL CONTRACTORS, LLC**

This agreement is made and entered into this 23<sup>rd</sup> day of August, 2010 by and between the City of New Orleans, herein represented by Mitchell J. Landrieu, Mayor ("City"), and Ryan Gootee General Contractors, LLC, ("Contractor").

**WITNESSETH**

**WHEREAS**, the City desires to engage a contractor to repair Joe W. Brown Indoor Pool;  
and

**WHEREAS**, in the purpose, the City issued an Invitation To Bid dated January 13, 2010, thereafter tabulated responsive bids, and identified the Contractor to receive the related contract;  
and

**WHEREAS**, Contractor, whose office is located at 1613 Justin Road, Metairie, LA 70001, is qualified; and has the necessary expertise, and both the City and the Contractor desire to enter this agreement; and

**NOW THEREFORE**, the City of New Orleans and the Contractor for the consideration and under the conditions set forth, do agree as follows:

The City hereby grants and confirms unto **RYAN GOOTEE GENERAL CONTRACTORS, LLC** the contract for furnishing the City of New Orleans with **REPAIRS TO JOE W. BROWN INDOOR POOL**, Item Nos. All Items, strictly according to Bid Proposal No. 2285-00872, the Plans and Specifications identified therewith maintained on file with the City of

CPRJ-10-0436

New Orleans, and the Contractor's bid thereto dated **March 18, 2010**, for the price of **\$1,656,000.00**, Purchase Order No. \_\_\_\_\_, the whole to be completed in conformity with and for the consideration and the terms and conditions herein and therein set forth. The said Bid Proposal and Plans and Specifications are incorporated herein by reference. The said Contractor's said bid thereto is attached hereto and made a part hereof.

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

For performance hereunder according to the Bid Proposal, Plans and Specifications, and the Contractor's bid thereunder the City binds and obligates itself to pay the Contractor the amount set forth in the Contractor's bid.

And now to these presents personally came and intervened **HARTFORD FIRE INSURANCE COMPANY** as Surety,

Who declared that it has read and taken full cognizance of the hereinbefore written contract between the City of New Orleans and the said Contractor, 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 full sum of **ONE MILLION SIX HUNDRED FIFTY SIX THOUSAND DOLLARS AND NO CENTS (\$1,656,000.00)**; 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 **ONE MILLION SIX HUNDRED FIFTY SIX THOUSAND DOLLARS AND NO CENTS (\$1,656,000.00)**; each of the said bonds given herein to be considered separate and distinct, and no payment made by the surety under either shall in any way 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 sub-contractors; and shall promptly pay all furnishers of material, supplied to itself or by subcontractors, or furnished to sub-contractors, 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 Contractors, or by any sub-contractor, or to the sub-contractor, for the use in 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 City of New Orleans, its legal successors and representatives, from all loss or expense 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 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 City of New Orleans, 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 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, as well as all pleas of discussion between the 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:

*[Handwritten signature]*  
*[Handwritten signature]*

*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*

FORM AND LEGALITY APPROVED

*[Handwritten signature]*  
LAW DEPARTMENT  
CITY OF NEW ORLEANS

CITY OF NEW ORLEANS

*[Handwritten signature]*  
By: MITCHELL J. LANDRIEU, MAYOR

RYAN GOOTEE GENERAL CONTRACTORS, LLC

*[Handwritten signature]*  
By: RYAN P. GOOTEE, PRESIDENT/C.E.O.

Tax ID No.: *[Redacted]*

HARTFORD FIRE INSURANCE COMPANY

By: *[Handwritten signature]*  
KATHLEEN L. BERNI  
ATTORNEY-IN-FACT