

**CONTRACT**

**BETWEEN**

**THE CITY OF NEW ORLEANS**

**AND**

**FHP TECTONICS CORPORATION**

This agreement is made and entered into this 17 day of ~~April~~ *May* 2011 by and between the City of New Orleans, herein represented by Mitchell J. Landrieu, Mayor ("City"), and FHP Tectonics Corporation, herein represented by Leo J. Wright, President, ("Contractor").

**WITNESSETH**

**WHEREAS**, the City desires to engage a contractor to render Job Order Contracting services; and

**WHEREAS**, in the purpose, the City issued an Invitation To Bid dated February 25, 2011, thereafter tabulated responsive bids, and identified the Contractor to receive the related contract; and

**WHEREAS**, Contractor, whose office is located at 8725 W. Higgins Road, Suite 200, Chicago, IL 60631 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 **FHP Tectonics Corporation**, the contract for furnishing the City of New Orleans with **JOC General Contractor No. 4**, Item Nos. **All Items**, strictly according to Bid Proposal No. **4511-01035**, and the Contractor's bid thereto dated March 24, 2011, 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.

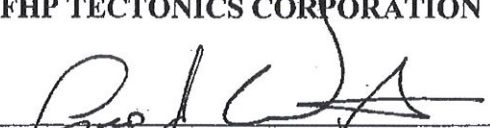
For performance hereunder according to the Bid Proposal, Plans and Specifications, and the Contractor's bid thereunder the City binds and obligates itself to pay the Contractor the amount set forth in the Contractor's bid.

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 consents and yields 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.

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

**FHP TECTONICS CORPORATION**

  
By: LEO J. WRIGHT, VICE PRESIDENT

Tax ID No.: XXXXXXXXXX

**CITY OF NEW ORLEANS**

  
By: MITCHELL J. LANDRIEU, MAYOR

5-19-11

  
By: NANNETTE V. JOLIVETTE BROWN  
CITY ATTORNEY

K12-434

**FIRST AMENDMENT TO CONTRACT  
BETWEEN  
THE CITY OF NEW ORLEANS  
AND  
FHP TECTONICS CORPORATION**

**THIS AGREEMENT** is made and entered into this 2<sup>ND</sup> day of MAY, 2012, by and between the City of New Orleans, represented by Mitchell J. Landrieu, Mayor, ("the City") and FHP Tectonics Corporation, herein represented by TIMOTHY B. STONE ("Contractor"), witnesses that,

**WHEREAS**, on May 17, 2011 the City and the Contractor entered into an agreement for Job Order Contracting services, and

**WHEREAS**, the parties desire to amend the contract to extend the termination date;

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

1. The termination date of the said agreement is extended to **May 16, 2013**.
2. The parties to this agreement reaffirm the validity of all provisions of the original Agreement dated May 17 2011, as amended, save the above changes.

Convicted Felon Provision

The Contractor complies with Section 2-8 (c) of the Code of the City of New Orleans. No Contractor principal, member, or officer has, within the preceding five 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.

Non-Solicitation provision

The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.



Inspector General cooperation provision:

It is agreed that the Contractor will abide by all provisions of City Code §2-1120, including but not limited to City Code §2-1120(12), which requires the contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. In signing this contract, the contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

Ownership Interest provision:

The Contractor shall provide a sworn affidavit listing all persons, natural or artificial, with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor via a counter letter. For the purposes hereof, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavits, the City may, after 30 days' written notice to the prime Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

Subcontractor Reporting provision

The Contractor shall provide a list of all persons, natural or artificial, who are retained by the Contractor at the time of the contract's execution and who are expected to perform work as subcontractors in connection with the Contractor's work for the city. In regard to any subcontractor proposed to be retained by the Contractor to perform work on the contract with the city, the Contractor must provide notice to the city within 30 days of retaining said subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after 30 days' written notice to the prime Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required lists and notices are submitted.

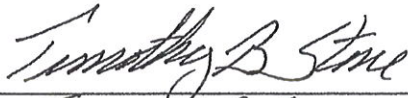
Employee Verification Provision:

Contractor swears that (i) it is in compliance with Louisiana Revised Statutes 38:2212.10, and is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to Contractor a sworn affidavit verifying compliance with items (i) and (ii) above. Contractor acknowledges and agrees that any violation of the provisions of this paragraph may subject this Agreement to cancellation, and may further result in Contractor being ineligible for any public contract for a period of three years from the date the violation is discovered. Contractor further acknowledges and agrees that it shall be liable for any additional costs incurred by the City

occasioned by the cancellation of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of La. R.S. 38:2212.10. Contractor agrees to provide to the City a sworn affidavit attesting to the above provisions if requested by the City to do so; failure to provide such affidavit upon request shall give the City the option to cancel this Agreement.

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

**FHP TECTONICS CORPORATION**



By: Timothy B. Stone

Tax ID No.: [REDACTED]

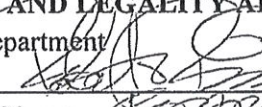
**CITY OF NEW ORLEANS**



By: MITCHELL J. LANDRIEU, MAYOR 7.9.12

**FORM AND LEGALITY APPROVED:**

Law Department

By: 

Printed Name: [REDACTED]



K13-643

**SECOND AMENDMENT TO CONTRACT  
BETWEEN  
THE CITY OF NEW ORLEANS  
AND  
FHP TECTONICS CORPORATION**

THIS AGREEMENT is made and entered into this 17<sup>TH</sup> day of May, 2013, by and between the City of New Orleans, represented by Mitchell J. Landrieu, Mayor, ("the City") and FHP Tectonics Corporation, herein represented by TIMOTHY B. STONE, its SENIOR VICE PRESIDENT, ("Contractor"), witnesses that,

WHEREAS, on May 17, 2011 the City and the Contractor entered into an agreement for Job Order Contracting services, and

WHEREAS, on May 2, 2012 the parties extended the contract through May 16, 2013, and

WHEREAS, the parties desire to amend the contract to extend the termination date;

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

1. The termination date of the said agreement is extended to **May 16, 2014**.
2. The parties to this agreement reaffirm the validity of all provisions of the original Agreement dated May 17 2011, as amended, save the above changes.
3. Convicted Felon Provision: The Contractor complies with Section 2-8 (c) of the Code of the City of New Orleans. No Contractor principal, member, or officer has, within the preceding five 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.
4. Non-Solicitation Provision: The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.
5. Inspector General Cooperation Provision: It is agreed that the Contractor will abide by all provisions of City Code §2-1120, including but not limited to City Code §2-1120(12), which requires the contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. In signing this contract, the contractor agrees that it is subject to the jurisdiction

of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

6. Ownership Interest Provision: The Contractor shall provide a sworn affidavit listing all persons, natural or artificial, with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor via a counter letter. For the purposes hereof, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavits, the City may, after 30 days' written notice to the prime Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

7. Subcontractor Reporting Provision: The Contractor shall provide a list of all persons, natural or artificial, who are retained by the Contractor at the time of the contract's execution and who are expected to perform work as subcontractors in connection with the Contractor's work for the city. In regard to any subcontractor proposed to be retained by the Contractor to perform work on the contract with the city, the Contractor must provide notice to the city within 30 days of retaining said subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after 30 days' written notice to the prime Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required lists and notices are submitted.

8. Employee Verification Provision: Contractor swears that (i) it is in compliance with Louisiana Revised Statutes 38:2212.10, and is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to Contractor a sworn affidavit verifying compliance with items (i) and (ii) above. Contractor acknowledges and agrees that any violation of the provisions of this paragraph may subject this Agreement to cancellation, and may further result in Contractor being ineligible for any public contract for a period of three years from the date the violation is discovered. Contractor further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the cancellation of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of La. R.S. 38:2212.10. Contractor agrees to provide to the City a sworn affidavit attesting to the above provisions if requested by the City to do so; failure to provide such affidavit upon request shall give the City the option to cancel this Agreement.





K14-500

**THIRD AMENDMENT TO CONTRACT  
BETWEEN  
THE CITY OF NEW ORLEANS  
AND  
FHP TECTONICS CORPORATION**

**THIS AGREEMENT** is made and entered into this 17th day of May, 2014, by and between the City of New Orleans, represented by Mitchell J. Landrieu, Mayor, (“the City”) and FHP Tectonics Corporation, herein represented by Timothy B. Stone, (“Contractor”), witnesses that,

**WHEREAS**, on May 17, 2011 the City and the Contractor entered into an agreement for Job Order Contracting services, and

**WHEREAS**, on May 2, 2012 the parties extended the contract through May 16, 2013, and

**WHEREAS**, on May 7, 2013 the parties extended the contract through May 16, 2014, and

**WHEREAS**, the parties desire to amend the contract to extend the termination date;

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

1. The termination date of the said agreement is extended to **May 16, 2015**.
2. The parties to this agreement reaffirm the validity of all provisions of the original Agreement dated May 17 2011, as amended, save the above changes.

Convicted Felon Provision

The Contractor complies with Section 2-8 (c) of the Code of the City of New Orleans. No Contractor principal, member, or officer has, within the preceding five 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.

Non-Solicitation Provision

The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.

Inspector General Cooperation Provision:

It is agreed that the Contractor will abide by all provisions of City Code §2-1120, including but not limited to City Code §2-1120(12), which requires the contractor to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. In signing this contract, the contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

Ownership Interest Provision:

The Contractor shall provide a sworn affidavit listing all persons, natural or artificial, with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor via a counter letter. For the purposes hereof, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavits, the City may, after 30 days' written notice to the prime Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

Subcontractor Reporting Provision

The Contractor shall provide a list of all persons, natural or artificial, who are retained by the Contractor at the time of the contract's execution and who are expected to perform work as subcontractors in connection with the Contractor's work for the city. In regard to any subcontractor proposed to be retained by the Contractor to perform work on the contract with the city, the Contractor must provide notice to the city within 30 days of retaining said subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after 30 days' written notice to the prime Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required lists and notices are submitted.

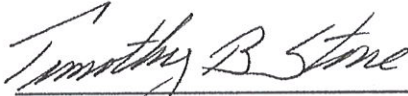
Employee Verification Provision:

Contractor swears that (i) it is in compliance with Louisiana Revised Statutes 38:2212.10, and is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to

Contractor a sworn affidavit verifying compliance with items (i) and (ii) above. Contractor acknowledges and agrees that any violation of the provisions of this paragraph may subject this Agreement to cancellation, and may further result in Contractor being ineligible for any public contract for a period of three years from the date the violation is discovered. Contractor further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the cancellation of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of La. R.S. 38:2212.10. Contractor agrees to provide to the City a sworn affidavit attesting to the above provisions if requested by the City to do so; failure to provide such affidavit upon request shall give the City the option to cancel this Agreement.

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

**FHP TECTONICS CORPORATION**



By: Timothy B. Stone

**CITY OF NEW ORLEANS**



By: MITCHELL J. LANDRIEU, MAYOR

**FORM AND LEGALITY APPROVED:**

Law Department

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

