

K23-684

Bond No. GS53000276

**CONTRACT
BETWEEN
THE CITY OF NEW ORLEANS
AND
SAFE WASH SOLUTIONS, LLC.
BID PROPOSAL NO.: 2993
GRAFFITI REMOVAL SERVICES**

THIS CONTRACT is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “City”), and **Safe Wash Solutions, LLC.**, represented by Maison McDaniel, Manager (the “Contractor”). The Agreement is effective as of the date of execution by the City (the “Effective Date”).

RECITALS

WHEREAS, on **April 12, 2023**, the City issued an Invitation to Bid No. **2993** and **Addendum No. 1 on April 20, 2023**, seeking a contractor to provide qualified contractors to support a proactive and comprehensive approach to graffiti abatement (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 **qualified contractors to support a proactive and comprehensive approach to graffiti abatement** 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 **May 11, 2023** (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.

Line: 1		
Description:	Unit	Total
Power washing- 0-500 Sq. Ft.	SF	3.00
Line: 2		
Description:	Unit	Total
Power washing- 500+ Sq. Ft.	SF	2.25
Line: 3		
Description:	Unit	Total
Paint- 0-500 Sq. Ft.	SF	2.50
Line: 4		
Description:	Unit	Total
Paint- 500+ Sq. Ft.	SF	2.00
Line: 5		
Description:	Unit	Total
Chemical/Solvents- 0-500 Sq. Ft.	SF	3.00
Line: 6		
Description:	Unit	Total
Chemical/Solvents- 500+ Sq. Ft.	SF	2.25
Line: 7		
Description:	Unit	Total
Sandblasting- 0-500 Sq. Ft.	SF	5.00
Line: 8		
Description:	Unit	Total
Sandblasting -500+ Sq. Ft.	SF	5.00
Line: 9		
Description:	Unit	Total
Other removal method: _____ 0-500 Sq. Ft.	SF	Ø
Line: 10		
Description:	Unit	Total
Other removal method: _____ 500+ Sq. Ft.	SF	Ø
Line: 11		
Description:	Unit	Total
Fee for removal that is above 8 feet that requires ladders and/or scaffolding.	EA	Ø
Line: 12		
Description:	Unit	Total
Fee for removal that is above 8 feet that requires a mechanical lift (boom, scissor, or personal lift)	EA	\$900 per day
Line: 13		
Description:	Unit	Total
Fee for graffiti removal during non-regular Business hours (7a.m.-5p.m. M-F)	EA	Ø

ARTICLE III - THE SURETY'S OBLIGATIONS

A. Performance and Payment Bonds. THE GRAY CASUALTY & SURETY COMPANY (the "Surety") intervenes in this Contract and binds itself as surety for:

1. for the faithful performance of all work required of the Contractor by this Contract in the full sum of \$41,666.67; and

2. The full payment by the Contractor of all payments to be made by the Contractor under this Contract the full sum of \$41,666.67.

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 the 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 sub-contractors; or furnished to sub-contractors, 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 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 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 of payment.

ARTICLE IV - 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, 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.

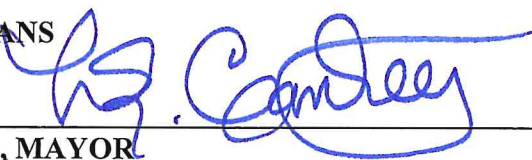
D. Entire Agreement. This Contract, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this

Contract and are without effect to vary or alter any terms or conditions of this Contract.
[The remainder of this page is intentionally left blank]

[SIGNATURES CONTAINED ON NEXT PAGE]

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

CITY OF NEW ORLEANS

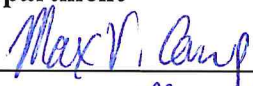
BY: 

LATOYA CANTRELL, MAYOR

Executed on this 2nd of August, 2023.

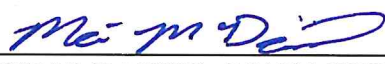
FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Max V. Camp

SAFE WASH SOLUTIONS, LLC.

BY: 

MAISON McDANIEL, MANAGER


FEDERAL TAX I.D.

THE GRAY CASUALTY & SURETY COMPANY

BY: 

JEFFREY E. KROPP, AGENT OR ATTORNEY-IN-FACT

[ORIGINAL POWER OF ATTORNEY
MUST BE ATTACHED TO THIS CONTRACT]

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: GS53000276

Principal: Safe Wash Solutions, LLC

Project: Graffiti Removal Services, Bid Proposal No. 2993

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: **Edwin D. Schlesinger, Catherine R. Froeba, Jack T. Landry, Laura Burns, Jill K. Tucker, and Jeffrey E. Kropp 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 \$25,000,000.00.

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 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of 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.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance 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 Company this day of , 2023 .

Mark S. Manguno

I, Leigh Anne Henican, Secretary of 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 Company this day of , 2023 .

Leigh Anne Henican

