

K23-484

**CONTRACT
BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND**

BEARD EQUIPMENT COMPANY, INC.

BID NO. 2744 MOWING AND TURF MAINTENANCE EQUIPMENT

THIS CONTRACT (the "**Contract**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and Beard Equipment Company, Inc., represented by Herman Bloch, Vice President of Gold & Turf Sales (the "**Contractor**"). The City and the Contractor are sometimes each referred to as a "**Party**," and collectively, as the "**Parties**." The Contract is effective as of the date of execution by the City (the "**Effective Date**").

RECITALS

WHEREAS, on January 20, 2023, the City issued an Invitation to Bid No. 2744 seeking a contractor to provide mowing & turf maintenance equipment (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 mowing and turf maintenance equipment 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 February 13, 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.

ARTICLE III - TERM

The term of this Agreement is five years from the date of execution by the City.

ARTICLE IV - ADDITIONAL PROVISIONS

A. Convicted Felon Statement. The Contractor complies with City Code Section 2-8(c) and no principal, member, or officer of the Contractor 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.

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.

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank.]

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

CITY OF NEW ORLEANS

BY: [Signature]
LATOYA CANTRELL, MAYOR

Executed on this 22nd of June, 2023

FORM AND LEGALITY APPROVED:

Law Department

By: [Signature]

Printed Name: Andrew Gregorian

BEARD EQUIPMENT COMPANY, INC.

BY: [Signature]
HERMAN BLOCH, VP OF GOLF & TURF SALES

[Redacted]
FEDERAL TAX I.D.

[EXHIBIT A "CONTRACTOR'S RATES CONTINUED ON NEXT PAGE"]

EXHIBIT "A" – CONTRACTOR'S RATES

Item	Description	Unit Bid Price Per Item, Per Month	Quantity	Extended Bid Price (Price Per Item Per Month x Quantity Needed)
1	John Deere 2400 Precision Cut Triplex Mower	1005.00	2	2010.00
2	John Deere 2550 Precision Cut Triplex Mower	1127.94	1	1127.94
3	John Deere 7500A Precision Cut Fairway Mower	1754.71	2	3509.42
4	John Deere 2653B Precision Cut Trim and Surrounds Mower	1063.73	2	2127.46
5	John Deere 9009A Terrain Cut Rough Mower	2134.78	1	2134.78
6	John Deere Z997R Diesel w 72 in. 7 Iron Pro Side Discharge Deck	646.57	2	1293.14
7	John Deere 1200A Bunker and Field Rake	442.39	1	442.39
8	John Deere Pro Gator 2020A (Gas)	841.58	2	1683.16
9	John Deere HD200 Select Spray (for ProGators 2020A, 2020 and 2030A, 2030)	458.79	1	458.79
10	TURFCO Torrent 2 Debris Blower	251.19	1	251.19
11	AGRIMETAL 660F	506.54	1	506.54
12	John Deere GATOR™ TX Turf	368.84	2	737.68
Monthly Total for All Items				16282.49\$