

K20-809

BOND NO. GS53000118

BID CONTRACT
BETWEEN
THE CITY OF NEW ORLEANS
AND
INFINITY CONSTRUCTION AND TRUCKING, LLC
RR008 – BLACK PEARL GROUP B (FRC)
BID PROPOSAL NO. 654

THIS CONTRACT (the “Contract”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “City”) and Infinity Construction and Trucking, LLC, represented by Michael Crossley, Owner (the “Contractor”). The City and the Contractor may sometimes be referred to as the “Parties”. This Contract is effective as of the date of execution by the City (the “Effective Date”).

RECITALS

WHEREAS, the City issued an Invitation to Bid No. 654 on June 24, 2020 and its Addenda No. 1 dated June 30, 2020 and No. 2 dated July 15, 2020 (collectively, the “ITB”) seeking a contractor to provide FEMA-eligible roadway construction services for RR008 – Black Pearl Group B (FRC) (the “Project”), as provided in the ITB;

WHEREAS, the Contractor submitted the lowest responsive and responsible bid in response to the City’s ITB, and the City desires to award the Contract to the Contractor; and

NOW THEREFORE, the City grants and confirms to the Contractor the Contract to provide roadway construction services on streets within the Black Pearl Group B neighborhood in accordance with the ITB, and the City and the Contractor, for good and valuable consideration, agree as follows:

I. THE CONTRACTOR’S OBLIGATIONS

The Contractor will perform all obligations of the Contract, and be subject to all terms and conditions set forth, in the Contract and in the following documents that are incorporated fully into this Contract by reference: the ITB; the Contractor’s Bid dated July 22, 2020 (the “Contractor’s Bid”); all documents, drawings, and specifications incorporated or referenced in the ITB and/or the Contractor’s Bid, including, but not limited to, any and all terms, conditions, documents, drawings, and/or specifications contained in the June 2015 Proposal and Construction Specifications for FEMA Funded Recovery Roads Program, including, but not limited to, the City’s General Contract Terms and Conditions, Special Conditions for FEMA Contracts, and the City’s General Specifications for Street Paving (2015 ed.).

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.

III. COMPENSATION

The maximum aggregate amount payable by the City pursuant to this Contract is **FIVE MILLION ONE HUNDRED THIRTEEN THOUSAND NINE HUNDRED SEVENTY – NINE AND 00/100 DOLLARS (\$5,113,979.00)**.

IV. CONTRACT TIME

Construction duration for this Project is **270 Working Days** commencing upon the issuance of the Notice to Proceed by the City.

V. THE SURETY'S OBLIGATIONS

A. Performance and Payment Bonds. The Gray Insurance Company (the "Surety") intervenes in this Contract and binds itself as surety for:

1. The faithful performance of all work required of the Contractor by this Contract in the full sum of \$5,113,979.00; and
2. The full payment by the Contractor of all payments to be made by the Contractor under this Contract in the full sum of \$5,113,979.00.

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 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 subcontractors; or furnished to subcontractors, and used in the construction, erection, alteration, performance or repairs of the work required by the Contract; (3) promptly pays for all materials

Bid Contract – ITB No. 654
City of New Orleans and Infinity Construction and Trucking, LLC
RR008 – Black Pearl Group B (FRC)
K20 – 809; BRASS No. 1905

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 expenses 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 payment.

VI. 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, falsification, or destruction of public records.

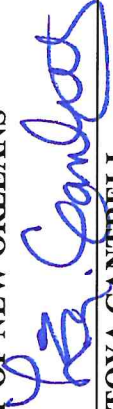
B. Non-Solicitation Statement. The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Contract. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, 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 the 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 effect to vary or alter any terms or conditions of this Contract.

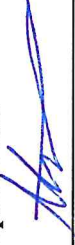
IN WITNESS WHEREOF, the City, the Contractor, and the Surety, through their duly authorized representatives, execute this Contract.

THE CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL,
MAYOR

Executed on this 30th of September, 2020.

FORM AND LEGALITY APPROVED:
Law Department

By: 

Printed Name: Andrew Gregorian

INFINITY CONSTRUCTION AND
TRUCKING, LLC

BY: 
MICHAEL CROSSLEY,
OWNER

FEDERAL TAX

THE GRAY INSURANCE COMPANY

BY: 
JILL K. TUCKER,
ATTORNEY-IN-FACT

[ORIGINAL BOND AND POWER OF ATTORNEY MUST BE ATTACHED TO CONTRACT]

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

For Internal Use Only:
Insurance Underwriters LTD
09/18/2020 14:53 1739460016224

GENERAL POWER OF ATTORNEY

Bond Number: GS53000118 **Principal:** Infinity Construction & Trucking, LLC

Project: RR008 - Black Pearl Group B (FRC) Bid Proposal No. 654

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, William H. Ellsworth, 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 \$10,000,000.00.

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 12th day of September, 2011.



By:

Michael T. Gray

Michael T. Gray
President, The Gray Insurance Company

and

Vice President,
The Gray Casualty & Surety Company

State of Louisiana

ss:

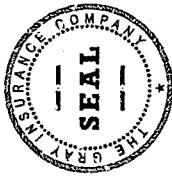
Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and 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.



Lisa S. Millar

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life



Mark S. Manguno

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company

I, Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and foregoing 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 Companies, this day of 2020