

K23-332

BID CONTRACT
BETWEEN
THE CITY OF NEW ORLEANS
AND
KELLY INDUSTRIES, LLC

DPW706 LINCOLN BEACH PARKING LOT CLEARING

THIS CONTRACT (the “**Contract**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”) and Kelly Industries, LLC, represented by Kayla Stutts, its authorized agent (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 Quote on March 1, 2023 (the “**ITQ**”) seeking a contractor to clear the Lincoln Beach parking lot;

WHEREAS, the Contractor submitted the lowest responsive and responsible bid in response to the City’s ITQ, 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 clear the Lincoln Beach parking lot in accordance with the ITQ, 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 March 7, 2023 (the “**Contractor’s Bid**”); all documents, drawings, and specifications incorporated or referenced in the ITQ and/or the Contractor’s Bid.

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 City will pay to the Contractor the lump sum bid amount of \$41,625.00.

IV. CONTRACT DURATION

A. **Initial Duration.** The initial duration of this Contract is ONE (1) YEAR beginning upon the Effective Date.

B. **Extensions.** This Contract may be extended at the option of the City, provided that funds are allocated by the Council of the City and the extension of the Contract facilitates the continuity of services provided herein. This Contract may be extended by the City for 4 additional one-year terms.

V. 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.

E. Electronic Signature and Delivery. The Parties agree that a manually signed copy of this Contract and any other document(s) attached to this Contract delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Contract. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Contract.

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

THE CITY OF NEW ORLEANS

BY: _____


LATOYA CANTRELL,
MAYOR

Executed on this 12th of May, 2023.

FORM AND LEGALITY APPROVED:

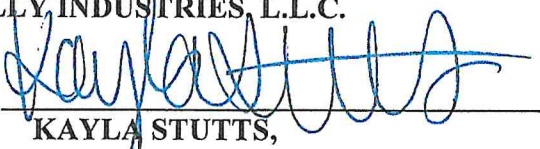
Law Department

By: _____

Printed Name: Tracy Tibo

KELLY INDUSTRIES, L.L.C.

BY: _____


KAYLA STUTTS,
AUTHORIZED AGENT

FEDERAL TAX I.D. NO. _____