K22-1335

BID CONTRACT
BETWEEN
THE CITY OF NEW ORLEANS
AND
MDL ENTERPRISES, LLC

BID PROPOSAL NO. 2511
SUPPLEMENTAL EQUIPMENT FOR SPECIAL EVENTS – STREET SWEEPERS AND FLUSHERS

THIS CONTRACT (the "**Contract**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**") and MDL Enterprises, LLC, represented by Michael D. Lee, Owner (the "**Contractor**"). The City and the Contractor are sometimes each referred to as a "**Party**" or collectively as the "**Parties.**" The 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. 2511 on September 30, 2022, to obtain a requirement(s) contract for Supplemental Equipment for Special Events – Street Sweepers and Flushers (the "**ITB**"); and

WHEREAS, the Contractor submitted the lowest responsive bid in response to the ITB and the City desires to award the Contract to the Contractor.

NOW THEREFORE, the City grants and confirms to the Contractor the Contract to provide Supplemental Equipment for Special Events – Street Sweepers and Flushers to the City under 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 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 October 11, 2022 (the "**Bid**").

II. THE CITY'S OBLIGATIONS

The City will pay the Contractor at the rate 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.

Total Hourly Rate for Street Sweeper and Flusher with Operator	
One (1) Sweeper and Operator	$305.00 per hour

One (1) Flusher and Operator	$290.00 per hour

III. THE SURETY'S OBLIGATIONS

A. ***Performance Bond.*** *Lexington National Insurance Corporation,* (the "**Surety**") intervenes in this Contract and binds itself as surety for the faithful performance of all work required of the Contractor by this Contract in the full sum of $100,000.

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 Bond.*** The Surety's bond 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) 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 (3) 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.

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 Contract 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 persons, other than a bonafide 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 of subsequent default or breach.

D. ***Entire Contract*.** This Contract, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, weather oral or written, are superseded by this Contract and are without effect to very 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 documents(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 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.

[SIGNATURES CONTAINED ON NEXT PAGE]

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

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

CITY OF NEW ORLEANS

BY:______________________________ for
LATOYA CANTRELL, MAYOR

Executed on this 7th **of** March **, 2023.**

FORM AND LEGALITY APPROVED:
Law Department

By:______________________________

Printed Name: Tracy Taylor

MDL ENTERPRISES, LLC

BY: Michael D Lee
MICHAEL D. LEE, OWNER

[redacted]
TAX I.D.

LEXINGTON NATIONAL INSURANCE CORPORATION

BY:______________________________
AGENT OR ATTORNEY-IN-FACT

PRINTED NAME: Kevin R. Wojtowicz, Attorney-In-Fact

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

LEXINGTON NATIONAL
INSURANCE CORPORATION

P.O. Box 6098
Lutherville, Maryland 21094-6098
888-888-2245

Bond # L259953-2149

Annually Renewable Performance Bond

KNOW ALL MEN BY THESE PRESENTS: That MDL Enterprises, LLC (hereinafter called the "Principal"), and Lexington National Insurance Corporation (hereinafter called "Surety") are held and firmly bound unto City of New Orleans (hereinafter called "Obligee"), in the full and just sum of One hundred thousand and 0/100 Dollars ($100,000.00), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated 02/__/2023 entered into a Contract with the Obligee, which contract is hereby referred to and made a part hereof.

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the performance of said contract for a period of one year.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that if the Principal shall well and truly perform each and every obligation in said Contract at the time and in the manner specified during the term of this bond, and shall reimburse said Obligee for any loss which said Obligee may sustain by reason of failure or default on the part of said Principal, than this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions:

1. This bond is for the term beginning 02/__/2023 and ending 02/__/2024. The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety. Neither non-renewal by the surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this Bond.
2. In the event of default by the Principal, Obligee shall deliver to Surety by certified mail, a written statement of the facts of such default, within thirty (30) days of the occurrence. In the event of default, the Surety will have the right and opportunity, at its sole discretion to: a) cure the default; b) assume the remainder of the Contract and to perform or sublet same; c) or to tender to the Obligee funds sufficient to pay the cost of completion less the balance of the Contract price up to an amount not to exceed the penal sum of the bond. In no event shall the Surety be liable for fines, penalties, liquidated damages, or forfeitures assessed against the Principal.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted upon the Surety within one year from termination or expiration of the bond term.
4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrator or successors of Obligee.
5. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force.
6. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in the underlying Contract, then the terms of this bond shall prevail.
7. This bond shall not bind the Surety unless the bond is accepted by the Obligee. The acknowledgement and acceptance of this bond is demonstrated by signing where indicated below. If this obligation is not accepted by way of signature of the Obligee below, this bond shall be deemed null and void.

Signed and sealed this _____ day of February, 2023.

PRINCIPAL:
(seal) Michael G Lee
(name & title) Michael G. Lee-owner

SURETY:
K Ca
Attorney-in-Fact

THE ABOVE TERMS AND CONDITIONS OF THIS BOND HAVE BEEN REVIEWED AND ACCEPTED BY THE (OBLIGEE).

ACKNOWLEDGED AND ACCEPTED BY OBLIGEE:
By: ______________________
Printed Name/Title: ______________________
Date: ____________

PLEASE RETURN A COPY OF ACCEPTED BOND TO: Lexington National Insurance Corporation, P.O. Box 6098, Lutherville, MD 21094

IMPORTANT NOTICE – THIS POWER OF ATTORNEY IS VOID IF "LNIC Original" WATERMARK IS NOT PRESENT

POWER OF ATTORNEY
Lexington National Insurance Corporation

Lexington National Insurance Corporation, a corporation duly organized under the laws of the State of Florida and having its principal administrative office in Baltimore County, Maryland, does hereby make, constitute and appoint:

Charles Nielson, Edward Ward, Kevin R. Wojtowicz, Shawn Burton, Jarrett Merlucci, David Hoover, Michael Megahan, Brett Rosenhaus, Jessica P. Reno, Laura Mosholder

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surety any bond or undertaking of $6,000,000 or less. This Power of Attorney is void if used for any bond over that amount.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Company on February 15, 2018:

Be it Resolved, that the President or any Vice-President shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, contracts, or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company's liability thereunder and any such instruments so executed by any Attorney-in Fact shall be binding upon the Company as if signed by the President and sealed by the Corporate Secretary.

RESOLVED further, that the signature of the President or any Vice-President of LEXINGTON NATIONAL INSURANCE CORPORATION may be affixed by facsimile to any power of attorney, and the signature of the Secretary or any Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of such power, or any such power or certificate bearing such facsimile signature or seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed with respect to any bond to which it is attached continue to be valid and binding upon the Company.

IN WITNESS WHEREOF, the Company have caused this instrument to be signed and their corporate seal to be hereto affixed.

LEXINGTON NATIONAL INSURANCE CORP. INCORPORATED 1989 FLORIDA

Ronald A. Frank, President

State of Maryland
County of Harford County, SS:

Before me, a notary public, personally appeared, Ronald A. Frank, President of Lexington National Insurance Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Commission Expires: 05/23/24

Notary

ALYSSA BARNES NOTARY PUBLIC HARFORD COUNTY, MD

I, Lisa R. Slater, Secretary of Lexington National Insurance Corporation, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Baltimore, Maryland this 3rd day of May, 2022.

Corporate Seal:

Lisa R. Slater, Secretary

Attached to bond signed this ____ day of February, 2023

F:\lnic\Power of Attorney form CS 2021 with Watermark Seal

NHC NIELSON, WOJTOWICZ, NEU & ASSOCIATES
A NIELSON HOOVER GROUP COMPANY

ACRISURE®
AGENCY PARTNER

February 3, 2023

Re:

Bond Number:	L259953-2149
Obligee:	City of New Orleans
Principal:	MDL Enterprises, LLC
Description:	BID PROPOSAL NO. 2511 SUPPLEMENTAL EQUIPMENT FOR SPECIAL EVENTS – STREET SWEEPERS AND FLUSHERS

Dear Ladies and Gentlemen:

Please supply us with the following information for the above captioned final bond:

Executed Contract with Date: X________________________________

This letter is also giving **MDL Enterprises, LLC** as Principal and/or **City of New Orleans** as Obligee, the authority to complete these bonds by dating the bonds with the contract date, bond execution date, bond initial and expiration dates, and dating the Power of Attorney . **The contract date MAY BE THE SAME date as the execution of the bond or PRIOR to the execution date of the bonds.**

We will forward this information onto your surety company upon our receipt. Please return as soon as possible.

Thank you for your cooperation.

Sincerely,

Kevin R. Wojtowicz, Attorney-In-Fact

1000 Central Avenue
Suite 200
St. Petersburg, FL 33705
P: 727.209.1803
F: 727.209.1335
W: nielsonbonds.com