

MOTION

NO. M-25-480

CITY HALL: September 25, 2025

BY: COUNCILMEMBERS GREEN, HARRIS AND KING (BY REQUEST)

WHEREAS, Section 70-10(a) of the New Orleans City Code ordains that certain contracts providing for the aggregate expenditure of more than \$1,000,000.00 in city funds during the initial term and all allowable renewal terms or having an initial term of more than one year must be signed by the president of the City Council; and

WHEREAS, Section 70-10(b) of the New Orleans City Code ordains that the President of the New Orleans City Council (“Council”) shall not execute any such contract unless authorized to do so by Council motion; and

WHEREAS, in accordance with the City’s Invitation to Bid No. 2512, which the City through the Department of Sanitation (“Sanitation”) issued on September 30, 2022 (the “ITB”), the City and MDL Enterprises, LLC (the “Contractor”) now desire to enter into a third amendment to the Bid Contract (the “Contract” or “Bid Contract”) for the purpose of providing skid steers and front-end loader service with operator for one (1) year beginning as of the date of February 6, 2026 (the “Effective Date”); and

WHEREAS, given that the current aggregate expenditure to date currently totals \$2,436,799.79, the parties agree and acknowledge that the City in its sole discretion will continue to purchase services in accordance with the price proposal submitted by the Contractor in response to the City’s Invitation to Bid No. 2512, and to extend the contract term for an additional one (1) year; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS,That the President of the Council shall be added as a signatory to Amendment No. 3 to the Bid Contract between the City of New Orleans and MDL Enterprises, LLC; and

BE IT FURTHER MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the President of the Council is authorized to sign Amendment No. 3 to the Bid Contract between the City of New Orleans and MDL Enterprises, LLC, as attached as Exhibit A; and

BE IT FURTHER MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the Clerk of Council shall forward copies of this motion to the City Attorney's Office, including Exhibit "A", for preparation of the Agreement to effectuate this request.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

AMENDMENT NO. 3 TO THE BID CONTRACT

BETWEEN

THE CITY OF NEW ORLEANS

AND

MDL ENTERPRISES, LLC

**ITB 2512: SUPPLEMENTAL EQUIPMENT FOR SPECIAL EVENTS
SKID STEERS AND FRONT-END LOADERS**

THIS THIRD AMENDMENT (the “**Amendment**”) 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, President (the “**Contractor**”). The City and the Contractor are sometimes collectively referred to as the “**Parties.**” The Amendment is effective as of February 6, 2026 (the “**Effective Date**”).

RECITALS

WHEREAS, the City sought to solicit bids from experienced service providers to provide supplemental equipment and experienced operators to assist with collection of debris and other related tasks (the “**Services**”) resulting from, but not limited to, special events collectively and singularly, (“**Events**”) in a timely, efficient, and cost effective manner;

WHEREAS, the City issued an Invitation to Bid No. 2512 on September 30, 2022, soliciting bids to obtain a requirements(s) contract for supplemental equipment – skid steers and front-end loaders (“**ITB**”);

WHEREAS, the Contractor submitted a bid dated October 11, 2022 (the “**Bid**”);

WHEREAS, on and effective February 6, 2023, the City and the Contractor entered into a bid contract for supplemental equipment (skid steers and front-end loaders) for special events (the “**Contract**”);

WHEREAS, the Contract provided for an initial term of one (1) year from the Effective Date with the ability to extend the term for no more than four (4) one (1) year periods;

WHEREAS, on and effective February 6, 2024, the City and the Contractor, each having the authority to do so, entered an amendment to extend the term of the Contract through February 5, 2025, to modify, reaffirm, or add certain terms and provisions, and to reaffirm that the Surety has intervened and bound itself for the full and faithful performance of the Contract (“**Amendment No. 1**”);

WHEREAS, in accordance with Section 70-10 of the City Code, any contract providing for the aggregate expenditure of more than \$1,000,000.00 in city funds during the initial term and all allowable renewal terms, must be signed by the President of the City Council, in addition to the signatures required by Section 6-308 of the City’s Home Rule Charter;

WHEREAS, to that end, the current aggregate expenditure for this Contract, as amended, for skid steer(s) and front-end loader(s) plus operator(s) amounts to \$1,935,883.12;

WHEREAS, on and effective February 6, 2025, the City and the Contractor, each having the authority to do so, entered an amendment to extend the term of the Contract through February 5, 2026,

to modify, reaffirm, or add certain terms and provisions, and to reaffirm that the Surety has intervened and bound itself for the full and faithful performance of the Contract (“**Amendment No. 2**”); and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter an amendment to extend the term for one (1) year through February 5, 2027, to add the President of the City Council as a signatory, to modify, reaffirm, or add certain terms and provisions, and to reaffirm that the Surety has intervened and bound itself for the full and faithful performance of the Contract.

NOW THEREFORE, for good and valuable consideration, the City and the Contractor amend the Contract as follows:

1. **Extension.** The Contract term is extended for an additional one (1) year from the Effective Date through February 5, 2027.

2. **Price.** The City and Contractor reaffirm the price proposal submitted by the Contractor in response to the City’s Invitation to Bid No. 2512, as set forth in the Bid Form in Attachment “C” to the ITB, and as otherwise set forth in Section 12 and Section 13 Attachment “A” to the ITB, which is fully incorporated into the Contract.

3. **Surety’s Obligation.**

- a. **Performance Bond.** Great Midwest Insurance Company (the “**Surety**”) intervenes in this Contract and binds itself as surety for:
 - i. The faithful performance of all work required of the Contractor by this Contract in the full sum of \$25,000.00.
- b. **Acknowledgement of Contract.** The Surety represents and warrants that it has fully read and understands the terms of this Contract, as amended, 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 Amendment, but shall be become null and void if the Contractor: (1) well and faithfully performs all and singular the obligations assumed by the Contractor in this Contract, as amended; (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, as amended, 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 Amendment, the plans or specifications, or in the manner and mode of payment.

4. **Convicted Felon Statement.** The Contractor swears that it complies with City Code § 2-8(c). No Contractor principal, member, or officer 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.

4. **Non-Solicitation Statement.** The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. 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 Amendment.

5. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Contract, as amended, remain in full force and effect.

6. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment 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 Amendment. 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 Amendment.

[The remainder of this page is intentionally left blank]

[SIGNATURES CONTAINED ON NEXT PAGE]

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

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this _____ of _____, 2025

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

CITY OF NEW ORLEANS, CITY COUNCIL

BY: _____
CITY COUNCIL PRESIDENT

MDL ENTERPRISES, LLC

BY: _____
MICHAEL D. LEE, PRESIDENT

FEDERAL TAX I.D.

GREAT MIDWEST INSURANCE COMPANY

BY: _____
AGENT OR ATTORNEY-IN-FACT

PRINT NAME: _____

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

Name Matt Torri Ext. x7646
Person responsible for routing

**CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK**

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: A motion, pursuant to Rule 57, to add the President of the Council as a signatory to Amendment No. 3 to the bid contract between the City of New Orleans and MDL Enterprises, LLC to provide skid steers and front-end loader service with operator.

- 1. Matt Torri
Department Head
- 2. [Signature]
Department of Law
- 3. [Signature]
Chief Administrative Officer
- 4. [Signature]
Director of Council Relations
- 5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

_____ MOVED: _____
 _____ 2ND: _____
 _____ YEAS: _____
 _____ NAYS: _____
 _____ ABSENT: _____
 _____ RECUSED: _____

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.



LEGISLATIVE SUMMARY

TO ACCOMPANY MOTIONS

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: _____

Name of Contact Person: _____

Telephone Number: _____

Email Address: _____

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE MOTION

Please generally describe the purpose, intent, and effect of the proposed motion.

If the Motion is to appoint an individual to a City Board or Commission, please follow the procedures set forth in Rule 15 of the Council Rules and Regulations.

REQUESTED ADOPTION DATE: _____