

AMENDMENT NO. 1 TO EMERGENCY CONTRACT
BETWEEN
THE CITY OF NEW ORLEANS
AND
IV WASTE, L.L.C.

THIS FIRST AMENDMENT TO THE EMERGENCY CONTRACT (the "Amendment") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "City"), and IV Waste, L.L.C., represented by Sidney D. Torres IV, Owner (the "Contractor"). The City and the Contractor may sometimes be collectively referred to as the "Parties." The Amendment is effective as of January 1, 2022 ("Effective Date").

RECITALS

WHEREAS, on October 8, 2021 and effective October 2, 2021, the City and the Contractor entered into an Emergency Contract to hire a firm to assist in the collection and disposal of municipal solid waste in the aftermath of Hurricane Ida (the "Contract" or "K21-1220");

WHEREAS, it is necessary to amend the Contract for continuity of services;

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to increase the ceiling price/maximum compensation and to add and/or reaffirm certain terms and provisions.

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

1. Scope of Work. The second paragraph of Exhibit "B" - Scope of Work is hereby amended to read, as follows:

Initial service by Contractor to be provided for thirty calendar days commencing on October 2, 2021. The City and Contractor have the option to continue Contractor's collection and transportation for sixty calendar days thereafter. The City and Contractor are further renewing this Contract until the City has in place a successor capable of ensuring continuity of services.

2. Rate of Compensation. The rate of compensation described in Article III Section A of the Contract is reaffirmed. The City shall pay the Contractor in accordance with the rate contained in the Contractor's Bid Proposal contained in Exhibit "C" to the Contract.

3. Ceiling Price / Maximum Compensation. The ceiling price / maximum compensation described in Article III Section E of the Contract is increased by \$1,500,000 to a total amount not to exceed \$2,500,000.

4. Additional Miscellaneous Provisions. The following terms and conditions are reaffirmed and/or added to the Contract:

Article XI Section J of Exhibit "D" - Convicted Felon Statement. The Contractor swears that it complies with City Code Section 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.

Article XI Section K of Exhibit "D" - 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.

Article VII - Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Amendment, but all of which, when taken together, shall constitute one and the same agreement.

Article VIII - 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.

5. **Exhibit F – The Surety’s Obligations.** Exhibit “F” Section A(1) and Section A(2) are amended by increasing the full sum of the performance bond and payment bond from \$1,000,000 to \$2,500,000 for each respective bond in order to align with the increase to the ceiling price / maximum compensation, as set forth in Article III Section E of the Contract, as amended. Exhibit “F”, as amended, is attached hereto, and is fully incorporated herein.

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

[EXHIBIT “F” AND SIGNATURES CONTAINED ON THE NEXT PAGE(S)]

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

EXHIBIT F - THE SURETY'S OBLIGATIONS

A. Performance and Payment Bonds.

NAME OF SURETY COMPANY: Surety Bond Brokers,
whose principal address is 6709 Perkins Rd.
Baton Rouge, LA 70808 (the "Surety")
intervenes in this Contract and binds itself as surety for:

1. The faithful performance of all work required of the Contractor (IV Waste, L.L.C.) by this Contract in the full sum of **\$2,500,000.00**; and
2. The full payment by the Contractor of all payments to be made by the Contractor under this Contract the full sum of **\$2,500,000.00**.

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

D. Electronic Signature and Delivery. The Parties agree that a manually signed copy of this Exhibit 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 Exhibit. No legally binding obligation shall be created with respect to the Surety until it has delivered or caused to be delivered a manually signed copy of this Exhibit.

[SIGNATURE(S) CONTAINED ON NEXT PAGE(S)]

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

CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

Executed on this 1st of April, 2022

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy Tyl

IV WASTE, L.L.C.

BY: 
SIDNEY D. TORRES, IV., OWNER


FEDERAL TAX I.D.

IN WITNESS WHEREOF, the Surety, through its duly authorized representative,
executes this Amendment.

Surety Bond Brokers
PRINT NAME OF SURETY

BY: Bryan Clarey

PRINT NAME: Bryan Clarey

PRINT TITLE: Controller

FEDERAL TAX I.D.: [REDACTED]

[END OF AMENDMENT]