

AMENDMENT NO. 2 TO THE CONTRACT
BETWEEN
THE CITY OF NEW ORLEANS
AND
ADVANCED ENVIRONMENTAL CONSULTING, INC. AND HAMP'S ENTERPRISES,
INC., A JOINT VENTURE
AND
RIVER BIRCH, LLC, AS INTERVENOR
HIGGINS GATE WASTE/DEBRIS REMOVAL

THIS SECOND AMENDMENT (the "**Amendment**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), Advanced Environmental Consulting, Inc. and Hamp's Enterprises, Inc., a Joint Venture, represented by Charlie Hampton, Managing Member ("**Hamp's**"), and River Birch, LLC, as Intervenor, represented by Albert J. Ward, Jr., President ("**River Birch**"). Hamp's and River Birch may sometimes collectively be referred to as the "**Contractor**". The City, Hamp's, and River Birch may sometimes be collectively referred to as the "**Parties**." The Amendment is effective as of the date of execution by the City (the "**Effective Date**").

RECITALS

WHEREAS, the City and Hamp's are parties to a contract dated May 8, 2017 (the "**Contract**") for Hamp's to provide clearance and disposal services at the site formally known as "Higgins Gate Apartments" (the "**Work**") to the City;

WHEREAS, on January 31, 2020, the City and Hamps amended the Contract for the first time to extend its term for continuity of services and to modify the payment terms;

WHEREAS, for administrative ease, River Birch, LLC, the hard waste disposal subcontractor, has requested to be added as a party to the Contract;

WHEREAS, the City, Hamp's, and River Birch now desire to enter into this Amendment to add River Birch as a party to the Contract, to extend its term for continuity of services, and to modify the payment terms;

NOW THEREFORE, the City, Hamp's, and River Birch agree as follows:

A. DIVISION OF SCOPE OF WORK:

1. **Hamp's Scope of Work:** Hamp's will perform the cleanup of hazardous waste material from the Higgins Gate site. The cleanup includes removal of vegetation, white goods, tires, and any other waste and/or material that warrants being removed and hauled to a general landfill. In addition to this, Hamp's is also responsible for the removal, hauling, and dumping of hazardous debris/waste, including Regulated Asbestos Containing Material ("RACM") material to the River Birch landfill.

2. **River Birch's Scope of Work:** River Birch will provide disposal services for the RACM generated by the Higgins Gate project.

B. COMPENSATION:

1. **Rate of Compensation.** The City will pay each party directly for its own scope of work in accordance with the approved fee schedule in Exhibit "A", which is attached and incorporated herein. This Contract does not guarantee any amount of work or compensation except as specifically authorized by the City in accordance with the terms and conditions of this Contract. The stated compensation is inclusive, and includes no additional amounts for, the Contractor's costs, including without limitation all expenses relating to overhead, administration, subcontractors, employees, bid preparation, bonds, scheduling, invoicing, insurance, record retention, reporting, inspections, audits, the correction of errors and omissions, or minor changes within the scope of this Contract. The City will not consider or be obligated to pay or reimburse the Contractor any other charges or fees and the Contractor will not be entitled to any additional compensation or reimbursement, except otherwise specifically provided in the Contract.

2. **Maximum Amount.** The maximum aggregate amount payable by the City under this Agreement is \$600,000.00.

3. **Invoice.** Each party shall invoice the City separately for its scope of work up to three (3) times. Hamp's will verify and certify quantities on River Birch's invoices prior to River Birch submitting its invoice to the City for payment. River Birch will submit to the City Hamp's certification along with its invoice for payment.

C. **EXTENSION:** The term of the Contract is extended for SIX (6) MONTHS from May 8, 2020 through November 7, 2020.

D. **COMPLIANCE WITH THE CITY'S HIRING REQUIREMENTS – BAN THE BOX:** The Contractor agrees to adhere to the City's hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f). Prior to executing this Contract, Contractor must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirements is necessary. Failure to maintain compliance with the City's hiring requirements throughout the term of the Contractor, or to provide sufficient written reasons for deviation, is a material breach of this Contract. Upon learning of any such breach, the City will provide the Contractor notice of noncompliance and allow Contractor thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, the Contractor remains noncompliant, the City may move to suspend payments to the Contractor, void the Contract, or take any such legal action permitted by law or this Contract. This section will not

apply to any contracts excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and the remaining provisions of the Contract will remain in full force and effect. The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

E. NON-DISCRIMINATION:

1. **Equal Employment Opportunity.** In all hiring or employment made possible by, or resulting from this Contract, the Contractor (1) will not be discriminate against any employee or applicant for employment because of race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that the Contractor's employees are treated during employment without regard to their race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, sex, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture, or ancestry.

2. **Non-Discrimination.** In the performance of this Contract, the Contractor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Contractor in any of Contractor's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. The Contractor agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

F. 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.

G. 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 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.

H. 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 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.

I. PRIOR TERMS BINDING: Except as otherwise provided by this Amendment, the terms and conditions of the Agreement, as amended, remain in full force and effect.

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

CITY OF NEW ORLEANS

BY: _____

L. G. Cantrell
LATOYA CANTRELL,
MAYOR

Executed on this 27th of April, 2020.

FORM AND LEGALITY APPROVED:

Law Department

By: _____

Printed Name: _____

Max V. Camp
Max V. Camp

ADVANCED ENVIRONMENTAL CONSULTING, INC. AND
HAMP'S ENTERPRISES, INC., A JOINT VENTURE

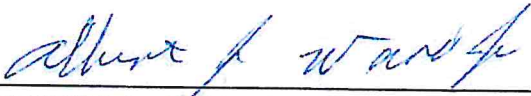
BY: _____

Charlie Hampton
CHARLIE HAMPTON,
MANAGING MEMBER

FEDERAL _____

(Signature for River Birch and Exhibit A contained on the following pages)

RIVER BIRCH, LLC, AS INTERVENOR

BY: 
ALBERT J. WARD, JR.,
PRESIDENT
FEDERAL TAX I.D. 72-1217525

(Exhibit A contained on the following page)

EXHIBIT:

Exhibit A – Approved Fee Schedule

EXHIBIT A – APPROVED FEE SCHEDULE

Fees below will be paid by the City directly to each party.

Fees for Advanced Environmental Consulting, Inc. and Hamp's Enterprises, Inc., a Joint Venture

RACM Material	Municipal Waste / Creosote Piles	Construction Debris / Vegetative Growth	Waste Tires
\$30.00 – Fee per Cubic Yard	\$30.00 – Fee per Ton	\$4.50 – Fee per Cubic Yard	\$20.00 Each Tire
\$6.50 – Trucking/ Freight	\$24.50 – Trucking/ Freight	\$6.50 – Trucking/ Freight	
\$3.25 – Equipment & Operator	\$13.90 – Equipment & Operator	\$3.25 – Equipment & Operator	
\$2.00 – Labor	\$7.50 – Labor	\$2.00 – Labor	
\$1.00 – Materials & Manifests	\$1.00 – Materials & Manifests	\$1.00 – Materials & Manifests	
Subtotal – \$42.75	Subtotal – \$76.90	Subtotal – \$17.25	
\$3.45 – O/H 8%	\$6.15 – O/H 8%	\$1.40 – O/H 8%	
\$3.00 – Profit 7%	\$5.40 – Profit 7%	\$1.21 – Profit 7%	
\$0.85 – Bond 2%	\$1.55 – Bond 2%	\$0.35 – Bond 2%	
Total \$20.00 Per Cubic Yard	Total \$90.00 Per Ton	Total \$20.25 Per Cubic Yard	Total \$20.00 Each Tire

Fees for River Birch, LLC

RACM Material
\$30.00 – Fee per Cubic Yard as measure by the capacity of the delivering vehicle.