K22-492

AMENDMENT NO. 1 TO THE REQUIREMENTS CONTRACT

BETWEEN

THE CITY OF NEW ORLEANS

AND

BEN NELSON GOLF & UTILITY VEHICLES, LLC

BID NO. 6251 – 02383 / JOSEPH BARTHOLOMEW GOLF COURSE – GOLF CARTS

THIS FIRST AMENDMENT (the "**Amendment**") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and Ben Nelson Golf & Utility Vehicles, LLC, represented by Benjamin Nelson, Managing Member (the "**Contractor**"). The City and the Contractor are sometimes collectively referred to as the "**Parties.**" The Amendment is effective as of August 21, 2022 (the "**Effective Date**").

RECITALS

WHEREAS, on August 21, 2018, the City and the Contractor entered into a Services Agreement for the furnishing of all labor, equipment, and material as necessary for the rental and servicing of a golf utility car and a fleet of passenger golf carts for the Department of Parks and Parkways at Joseph Bartholomew Golf Course as stated under ITB No. 6251-02383 (the "**Agreement**"); and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the contract for one additional year.

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

A. ***Extension.*** The Parties agree that the Agreement will continue for a period of one year beginning on the Effective Date of August 21, 2022, and terminating on August 20, 2023.

B. ***Early Termination.*** The City may terminate this contract by providing written notice to the contractor prior to the end of each monthly period. Such notice terminates the Agreement at the end of the month notice was sent.

C. ***Price.*** The Parties reaffirm the rates provided in the Contractor's bid form dated July 17, 2018, submitted in response to the City's ITB.

D. ***Invoices.***

1. The Contractor must submit invoices monthly (unless agreed otherwise between the parties to this Agreement) to the City electronically, via its supplier portal, for goods or services provided under this Agreement no later than 10 calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. At a minimum, each invoice must include, at a minimum, the following information:
   a. Name of Contractor;
   b. Date of Invoice;
   c. Invoice Number;
   d. Contract or Purchase Order Number issued by the City (i.e. K#);

e. Name of the City Department to be invoiced (i.e. City Civil Service);
f. Description of the Services completed;
g. An authorized signature under penalty of perjury attesting to the validity and accuracy of the invoice.

2. The City may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices.

E. ***Payment.*** Unless otherwise agreed by the City, payment terms are NET 30 days upon providing that goods and/or services described under this Agreement have been delivered, installed (if required), rendered, and/or accepted and upon receipt by the City of properly submitted invoice via the City's supplier portal.

F. ***Cost Recovery.*** In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Contractor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations.

G. ***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 statues for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

H. ***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.

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

J. ***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.

(Signatures on the following page)

(Remainder of this page intentionally left blank)

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 2nd **of** September, **202**2

FORM AND LEGALITY APPROVED:
Law Department

By: ______________________________

Printed Name: Andrew Gregorian

BEN NELSON GOLF & UTILITY VEHICLES, LLC

BY: ______________________________
BENJAMIN NELSON, MANAGING MEMBER

[redacted]
CORPORATE TAX I.D.

(*Exhibit "A" contained on the following page*)

EXHIBIT "A" – CONTRACTOR'S RATES

Description	Unit Bid Price Per Item, Per Monthly	Quantity Needed	Extended Bid Price (Price Per Item Per Month x Quantity Needed)
Golf Utility Car, Gasoline-Powered, Cushman Hauler 800X or Club Car Carry All 300 (OR APPROVED EQUAL) minimum 13.5 hp engine	$135.67	1	$135.67
New Green colored Golf Carts, Gasoline-Powered, E-Z-Go TXT, Yamaha Drive2 or Club Car Tempo (OR APPROVED EQUAL) minimum 13.5 hp engine w/ pedal start	$76.78	65	$4,990.70
	Monthly Total for All Items →		$5,126.37