



**CITY OF NEW ORLEANS
DEPARTMENT OF SANITATION
1300 PERDIDO STREET
SUITE 1W30
NEW ORLEANS, LA 70112**



**Helena Moreno
Mayor**

**Matt Torri
Director**

March 20, 2026

Clerk of Council
City Hall – Room 1E04
1300 Perdido Street
New Orleans, LA 70112

Re: Proposed Amendment to Professional Services Agreement with IV Waste, LLC

Dear Clerk of Council:

Pursuant to Rule 57, please find attached a proposed agreement between the City of New Orleans and IV Waste, LLC, a completed contract summary form, and the related Motion.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Matt Torri".

Matt Torri
mrtorri@nola.gov
Department of Sanitation

Attachments: Contract, contract summary form, motion, check sheet

cc: Justyn Hawkins, Council Chief of Staff
Ashley Becnel, Council Executive Counsel
Elizabeth Brusseau, Director for City Council Relations

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

IV WASTE, LLC

RFP 4564 | SERVICE AREA 5 FRENCH QUARTER AND DOWNTOWN DEVELOPMENT DISTRICT (DDD) SANITATION SERVICES

THIS FIRST AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by Helena N. Moreno, Mayor (the “**City**”), and IV Waste, LLC, represented by Sidney D. Torres, IV, President (the “**Contractor**”). The City and the Contractor are sometimes collectively referred to as the “**Parties**.” The Amendment is effective as of June 23, 2026 (the “**Effective Date**”).

RECITALS

WHEREAS, the City sought to solicit proposal from experienced service providers to provide sanitation services in Service Area 5 (the “**Services**”);

WHEREAS, the City issued Request for Proposal No. 4564 on October 10, 2025, followed by Addendum No. 1 on October 20, 2025, Addendum No. 2 on October 20, 2025, and Addendum No. 3 on October 21, 2025 seeking proposals from qualified contractors to provide sanitation services in Service Area 5 (collectively, the “**RFP**”);

WHEREAS, the Contractor submitted a technical proposal dated October 24, 2025 (“**Technical Proposal**”), and a price proposal dated October 24, 2025 (“**Price Proposal**”);

WHEREAS, the City selected the Contractor to provide sanitation services in Service Area 5 pursuant to the RFP;

WHEREAS, on and effective December 23, 2025, the City and the Contractor entered into a professional services agreement sanitation services in Service Area 5 (the “**Contract**”);

WHEREAS, the Contract provided for an initial term of six (6) months from the Effective Date with the ability to extend the term for no more than three (3) six (6) month periods;

WHEREAS, the current aggregate expenditure for this Contract for sanitation services in Area 5 amounts to \$616,291.94; and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter an amendment to extend the term for eighteen (18) months through December 22, 2027, 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 eighteen (18) months from June 23, 2026, through December 22, 2027.

2. **Price.**

- a. The City and Contractor reaffirm the price proposal submitted by the Contractor in response to the City's RFP No. 4564, as set forth in Part 2 of Attachment "A" to the RFP, which is fully incorporated into the Contract.
- b. **Maximum Amount.** The maximum aggregate amount payable by the City under this Agreement is increased to **\$13,523,668.00**.

3. **Surety's Obligation.**

- a. **Performance Bond.** Philadelphia Indemnity 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 **\$6,026,590.00** for year one of the Contract; and
 - ii. The faithful performance of all work required of the Contractor by this contract in the full sum of **\$6,267,653.60** for year two of the Contract.
- b. **Payment Bond.** Philadelphia Indemnity Insurance Company (the "Surety") intervenes in this Contract and binds itself as surety for:
 - i. The full payment of all payments to be made by the Contractor by this Contract in the full sum of **\$6,026,590.00** for year one of the Contract; and
 - ii. The full payment of all payments to be made by the Contractor by this contract in the full sum of **\$6,267,653.60** for year two of the Contract.
- c. **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.
- d. **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: _____
HELENA N. MORENO, MAYOR

Executed on this _____ of _____, 2026

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

IV WASTE, LLC

BY: _____
SIDNEY D. TORRES, IV, PRESIDENT

FEDERAL TAX I.D.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

BY: _____
AGENT OR ATTORNEY-IN-FACT

PRINT NAME: _____

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



**CONTRACT SUMMARY
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL
BEFORE SUBMISSION TO CLERK OF COUNCIL**

Requesting Department or Agency: _____

Name of Contact Person: _____

Telephone Number: _____

Email Address: _____

Initials of Sponsoring Councilmember(s): _____

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. The purpose and need for the contract: _____

2. The parties involved: _____

3. The obligations, expectations, and deliverables of the parties involved: _____

4. The duration of the contract: _____

5. The cost and any fiscal implications of the contract for the City: _____

6. Describe disadvantaged business enterprise (DBE) participation: _____

