

MOTION

NO. M-26-178

CITY HALL: May 7, 2026

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

WHEREAS, Section 70-10 of the Code of the City of New Orleans requires 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 or providing for legal services must be signed by the President of the City Council; and

WHEREAS, Section 70-10 further provides that the President of the City Council shall not execute any such contract unless authorized to do so by Council motion; and

WHEREAS, the City of New Orleans and Durr Heavy Construction, LLC, after completing the appropriate procurement process detailed within Invitation Bid No. 350, desire to enter into the fourth amendment to a bid contract for emergency demolition services, to extend the term by one year and increase the maximum compensation by \$1,500,000 to an amount not to exceed \$11,500,000.00, attached hereto in substantial conformity as Exhibit A; **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 the fourth Amendment between the City of New Orleans and Durr Heavy Construction, LLC.

BE IT FURTHER MOVED, that the President of the Council is hereby authorized to sign the fourth amendment between the City of New Orleans and Durr Heavy Construction, LLC., as attached hereto as Exhibit A; and

BE IT FURTHER MOVED, that the Clerk of Council shall forward copies of this motion, including Exhibit A, to the City Attorney's Office 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.

EXHIBIT A

**FOURTH AMENDMENT TO THE CONTRACT
BETWEEN**

THE CITY OF NEW ORLEANS

AND

DURR HEAVY CONSTRUCTION, LLC

FOR

ITB No. 350 | EMERGENCY DEMOLITION FOR ECONOMIC RECOVERY

**FOURTH AMENDMENT TO THE CONTRACT
BETWEEN
THE CITY OF NEW ORLEANS
AND
DURR HEAVY CONSTRUCTION, LLC
FOR**

ITB No. 350 | EMERGENCY DEMOLITION FOR ECONOMIC RECOVERY

THIS FOURTH AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by Helena N. Moreno, Mayor (the “**City**”), and Durr Heavy Construction, LLC, represented by Dana R. Stumpf, Chief Executive Officer (the “**Contractor**”). The City and the Contractor are each sometimes referred to as a “**Party**”, and/or collectively referred to as the “**Parties**.” The Amendment is effective as of March 30, 2026 (the “**Effective Date**”).

RECITALS

WHEREAS, the City and the Contractor entered into a contract with a three-year term for emergency demolition services for economic recovery on March 30, 2020 (the “**Agreement**” and “**K20-315**”);

WHEREAS, on March 27, 2023, and effective March 30, 2023, the City and the Contractor entered into an amendment to extend the term for continuity of services and to update essential provisions (the “**First Amendment**” and “**K23-132**”);

WHEREAS, on April 20, 2024, and effective March 30, 2024, the City and the Contractor entered into an amendment to extend the term for continuity of services, update essential terms and provisions, and correct an error in the First Amendment (the “**Second Amendment**” and “**K24-251**”);

WHEREAS, on April 10, 2025, and effective March 30, 2025, the City and the Contractor entered into an amendment to extend the term for continuity of services and to update essential terms and provisions (the “**Third Amendment**” and “**K25-185**”), and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter into this Amendment to extend the term for continuity of services, to increase funds, and to update essential terms and provisions;

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

- 1. Term.** The term is extended for an additional one (1) year from March 30, 2026, through March 30, 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. 350.

3. **Compensation.** The maximum compensation payable by the City for this Agreement is increased by \$1,500,000.00 from \$10,000,000.00 to a maximum amount not to exceed \$11,500,000.00.

4. **Convicted Felon Statement.** The Contractor swears that it complies with City Code Sec 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.

5. **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.

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank]

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

CITY OF NEW ORLEANS

BY: _____
HELENA N. MORENO, MAYOR

Executed on this _____ of _____, 2026.

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

CITY OF NEW ORLEANS, CITY COUNCIL

BY: _____
J.P. MORRELL, CITY COUNCIL PRESIDENT

Signed on this _____ of _____, 2026.

DURR HEAVY CONSTRUCTION, LLC

BY: _____
DANA R. STUMPF, CHIEF EXECUTIVE OFFICER

FEDERAL TAX I.D.

**[ORIGINAL PERFORMANCE AND/OR PAYMENT BOND(S) ARE ATTACHED
SEPERATELY TO THIS CONTRACT]**

Name Anthony Davis Ext. x85057
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 to authorize extension of the term and increase compensation to the contract for Demolition services between the City of New Orleans and Durr Heavy Construction, LLC. The contract is for the vendor to provide emergency and [redacted] demolition services.

1. Anthony J. Davis
Department Head
2. [Signature]
Department of Law
3. [Signature]
Chief Administrative Officer
4. _____
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.



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

Requesting Department or Agency: Department of Code Enforcement

Name of Contact Person: Director Anthony T. Davis

Telephone Number: (504) 657-5057

Email Address: anthony.davis@nola.gov

Initials of Sponsoring Councilmember(s): _____

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. The purpose and need for the contract: To enter into fourth amendment of the agreement between the city of New Orleans and Durr Heavy Construction, LLC. The amendment will extend the agreement for one additional year with a total compensation of \$10 Million.
2. The parties involved: The City of New Orleans (Department of Code Enforcement) and Durr Heavy Construction, LLC.
3. The obligations, expectations, and deliverables of the parties involved: As per the contract, the vendor provides emergency and non-emergency demolition services.
4. The duration of the contract: Effective from 3/30/2026 thru 3/29/2027
5. The cost and any fiscal implications of the contract for the City: Extends the term one year and total compensation remains at \$10M.
6. Describe disadvantaged business enterprise (DBE) participation: 33.6% DBE Participation:
LLJ Environmental Construction (Abatement/Tire Disposal): \$200,000.00
Ovella Enterprises (Demolition): \$3,000,000.00
Kelly Industries (Exterior Walls): \$160,000.00