

K20-203

**AMENDMENT NO. FIFTEEN TO
AGREEMENT FOR PROGRAM MANAGEMENT DESIGN SERVICES
BETWEEN
THE CITY OF NEW ORLEANS
BY AND THROUGH
THE NEW ORLEANS AVIATION BOARD
AND
LEO A DALY/ATKINS, a Joint Venture
NOAB PROJECT NO. 8910-01233**

THIS AMENDMENT is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "City") by and through the New Orleans Aviation Board, represented by the Hon. Michael G. Bagneris, Chairman (the "Board") (collectively referred to as "Airport"), and Leo A Daly/Atkins, a Joint Venture, represented by its authorized representatives (the "Consultant"). The Airport and the Consultant are sometimes collectively referred to as the "Parties." The Amendment is effective August 15, 2019 (the "Effective Date").

RECITALS

WHEREAS, on August 24, 2012, the Airport and the Consultant entered into an agreement for design services (the "Agreement") for the Long Term Infrastructure Development Plan;

WHEREAS, the First Amendment, dated November 5, 2013 provided for the first of ten one-year renewal periods extending the term of the Agreement through August 23, 2014;

WHEREAS, the Second Amendment, dated April 10, 2014 provided for an additional allocation of funds;

WHEREAS, the Third Amendment, dated November 10, 2014 provided for the second of ten one-year renewal periods extending the term of the Agreement through August 23, 2015 and an additional allocation of funds;

WHEREAS, the Fourth Amendment, dated April 1, 2015 provided for an additional allocation of funds;

WHEREAS, the Fifth Amendment, dated August 5, 2015 provided for the third of ten one-year renewal periods extending the term of the Agreement through August 23, 2016;

WHEREAS, the Sixth Amendment, dated April 18, 2016 provided for an additional allocation of funds;

WHEREAS, the Seventh Amendment, dated June 16, 2016 provided for the fourth of ten one-year renewal periods extending the term of the Agreement through August 23, 2017 and an additional allocation of funds;

WHEREAS, the Eighth Amendment, dated February 13, 2017 provided for an additional allocation of funds;

WHEREAS, the Ninth Amendment, dated May 25, 2017, provided for the fifth of ten one-year renewal periods extending the term of the Agreement through August 23, 2018 and an additional allocation of funds;

WHEREAS, the Tenth Amendment, dated August 30, 2017, provided for an additional allocation of funds;

WHEREAS, the Eleventh Amendment, dated January 22, 2018, provided for an additional allocation of funds;

WHEREAS, the Twelfth Amendment, dated April 2, 2018, provided for an additional allocation of funds;

WHEREAS, the Thirteenth Amendment, dated November 21, 2018, provided for the sixth of ten one-year renewal periods extending the term of the Agreement through August 23, 2019 and an additional allocation of funds;

WHEREAS, the Fourteenth Amendment, dated September 20, 2018, provided for an additional allocation of funds;

WHEREAS, the Airport and the Consultant, each having the authority to do so, desire to enter into this Amendment to renew this agreement for an additional year and to provide additional funding for continued construction phase and close out services and design services for the Board's administrative spaces;

WHEREAS, the Board approved this Amendment at its meetings held on May 16, 2019 and August 15, 2019; and

NOW THEREFORE, for good and valuable consideration, the Airport and the Consultant amend the Agreement as follows:

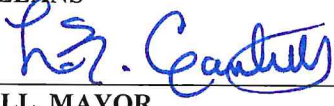
1. **Extension.** In accordance with Article 3 of the Agreement, the term is extended for an additional year from August 24, 2019 through August 23, 2020.
2. **Compensation.** The maximum amount payable for the services to be provided under this Agreement shall increase by \$500,000.00 to a total amount not to exceed \$75,935,288.00.
3. **Convicted Felon Statement.** The Consultant swears that it complies with City Code § 2-8(c). No Consultant 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 Consultant 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 Consultant 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 Agreement remain in full force and effect.
6. **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.
7. **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.

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[SIGNATURES CONTAINED ON NEXT PAGE]

IN WITNESS WHEREOF, the Airport and the Consultant, through their duly authorized representatives, execute this Agreement.

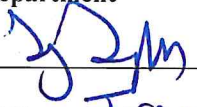
CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

Executed on this 26th of May, 2020

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy Tipton

[NOAB SIGNATURES CONTAINED ON NEXT PAGE]

Please sign in BLUE ink

Approved by resolutions of the New Orleans Aviation Board dated May 16, 2019 and August 15, 2019 directing the Chairwoman and Director of Aviation to execute the same:

NEW ORLEANS AVIATION BOARD

By: Michael Bagneris 1/29/2020
Hon. Michael G. Bagneris, Chairman Date
New Orleans Aviation Board

By: Kevin Dolliole 1-28-2020
Kevin Dolliole, Director of Aviation Date
New Orleans Aviation Board

Reviewed as to form and legality:

By: Michele Allen-Hart 1/29/2020
Michele Allen-Hart Date
General Counsel and Deputy Director of Legal Affairs
New Orleans Aviation Board

[CONSULTANT SIGNATURE CONTAINED ON NEXT PAGE]

Please sign in BLUE ink

**LEO A DALY/ATKINS, a Joint Venture,
doing business as "Crescent City Aviation Team"**

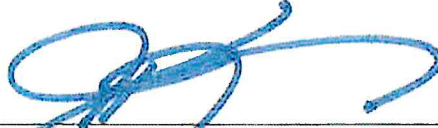
BY: 
JUSTIN JONES, SENIOR VICE PRESIDENT, ATKINS NORTH AMERICA, INC.

59-0896138
FEDERAL TAX I.D. NO.

[CONSULTANT SIGNATURE CONTAINED ON NEXT PAGE]

Please sign in BLUE ink

LEO A DALY/ATKINS, a Joint Venture,
doing business as "Crescent City Aviation Team"



BY: _____
**JOHN J. KRASKIEWICZ, AIA, SENIOR VICE PRESIDENT, CHIEF OPERATIONS
OFFICER, LEO A. DALY COMPANY**

FEDERAL TAX I.D. NO.

Please sign in BLUE ink