

AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT**BETWEEN****THE CITY OF NEW ORLEANS****AND****MEYER ENGINEERS LTD**

THIS THIRD (3RD) AMENDMENT (the "Amendment") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "City"), and Meyer Engineers LTD represented by Richard C Meyer, President (the "Contractor"). The City and the Contractor are sometimes each referred to as a "Party," and collectively, as the "Parties." The Amendment is effective as if the date of execution by the City (the "Effective Date").

RECITALS

WHEREAS, on February 4, 2021, the City and the Contractor entered into a Professional Services Agreement to provide professional services including Architectural & Engineering design Services for renovations at Skelly Rupp Stadium (the "Agreement"); and

WHEREAS, on March 4, 2022, the Parties entered into the Amendment No. 1 to increase the compensation and extend the contract performance time; and

WHEREAS, on June 20th, 2023, the City and the Consultant entered into Amendment No. 2 to the Agreement to extend the term under the Agreement and.

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

1. Extension. the term extended in amendment #2 remains unchanged for an additional one year from 3rd February 2023 through 2nd February 2024.

2. Compensation. The compensation described in Article/Section 7 of the Agreement is increased by \$180,028.91, from \$340,898.09 to a total amount not to exceed \$520,927.00.

- Basic fee increase is \$176,928.91 per FP&C formula for an AFC = \$4,640,000.00
- Reimbursable cost for additional Geotechnical report = \$3,100.00
- Total compensation increase = \$180,028.91

3. Additional Miscellaneous Provisions. The following terms and conditions are added to the Agreement:

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

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

7. **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.

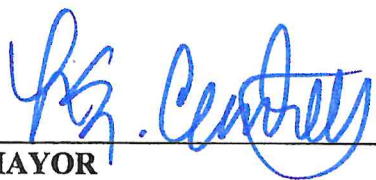
8. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original 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 Agreement.

CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

Executed on this 2nd day of November, 2023

FORM AND LEGALITY APPROVED:
Law Department

By: 

Printed Name: Tracy Tyler

MEYER ENGINEERS LTD

BY: 
RICHARD C. MEYER, PRESIDENT


FEDERAL TAX I.D. OR SOCIAL SECURITY NO.