

K23-341

AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

LINFIELD HUNTER & JUNIUS, INC.

RR028 – DESIRE GROUP C (FRC)

THIS THIRD AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Linfield Hunter & Junius, Inc., represented by Nathan J. Junius, President (the “**Engineer**”). The City and the Engineer are sometimes collectively referred to as the “**Parties**.” This Amendment is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, the City and the Engineer are parties to a professional services agreement dated June 10, 2021 (the “**Agreement**”) for the Engineer to provide professional engineering design and construction administration services for FEMA-eligible roadway repairs on assigned streets within the RR028 Desire Group C neighborhood (the “**Project**”);

WHEREAS, on November 19, 2021, the City and the Engineer amended the Agreement for the first time to add additional Phase I Survey and Phase III Environmental Study services needed to complete design of the Project;

WHEREAS, on April 12, 2022, the City and the Engineer amended the Agreement for the second time to include the updated federal contract clauses to ensure FEMA compliance and reimbursement;

WHEREAS, the City and the Engineer, each having the authority to do so, desire to enter this Amendment to extend its term for continuity of services;

NOW THEREFORE, the City and the Engineer, for good and valuable consideration, agree as follows:

A. EXTENSION. The term of this Agreement is extended for one (1) additional year from June 10, 2023 through June 9, 2024.

B. CONVICTED FELON STATEMENT. The Engineer swears that it complies with City Code § 2-8(c). No Engineer 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.

C. **NON – SOLICITATION STATEMENT.** The Engineer 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 Engineer 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.

D. **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.

E. **PRIOR TERMS BINDING.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement, as amended, remain in full force and effect.

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

CITY OF NEW ORLEANS

BY: _____


LATOYA CANTRELL,
MAYOR

Executed on this 18th of May, 2023.

FORM AND LEGALITY APPROVED:

Law Department

By: _____

Printed Name: Tracy Up

LINFIELD HUNTER & JUNIUS, INC.

BY: _____


NATHAN J. JUNIUS,
PRESIDENT

CORPORATE TAX I.D. _____