

K19-1117

AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

BAROWKA AND BONURA ENGINEERS AND CONSULTANTS, L.L.C.

THIS THIRD AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Barowka and Bonura Engineers and Consultants, L.L.C., represented by Jeffrey Bonura, Partner (the “**Contractor**”). The City and the Contractor are sometimes collectively referred to as the “**Parties**.” The Amendment is effective as of January 16, 2020 (the “**Effective Date**”).

RECITALS

WHEREAS, on January 16, 2017, the City and the Contractor entered into a professional services agreement for preparation and submission of applications for funding from FEMA’s Hazard Mitigation Assistance programs (the “**Agreement**”);

WHEREAS, the City and Contractor have amended the Agreement two times to ensure continuity of services; and

WHEREAS, the City and the Contractor, each having the authority to do so, now desire to enter this Amendment to ensure continuity of services by renewing the Agreement and

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

1. **Extension.** In accordance with Article V Section B of the Agreement, the term is extended for an additional one year from the Effective Date through January 15, 2021.
2. **Compensation.** The compensation described in Article IV Section A.1 of the Agreement is amended to add the following language: “Contractor will charge their pre-award fees of \$9,500.00 lump sum per address for all work associated with Application Development (FEMA defined Pre-Award Application Development), Program Grant Activities (FEMA defined Post-Award Grant Administration), construction management (FEMA defined Post-Award Per Parcel Activities), and closeout and final reconciliation (FEMA defined Grant Closeout) of any residential structure elevation or reconstruction project.”
3. **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.

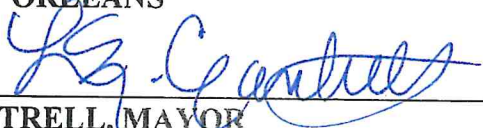
5. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.
6. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment 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.

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[SIGNATURES CONTAINED ON NEXT PAGE]

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

CITY OF NEW ORLEANS

BY: 

LATOYA CANTRELL, MAYOR

Executed on this 13th of December, 2019

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy Tyler

BAROWKA AND BONURA ENGINEERS AND CONSULTANTS, L.L.C.

BY: 

JEFFREY BONURA, PARTNER

