

K22-1288

**AMENDMENT NO. TWO
TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
BY AND THROUGH THE NEW ORLEANS AVIATION BOARD
AND
GRESHAM SMITH**

ON-CALL ARCHITECTURAL & ENGINEERING DESIGN SERVICES

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 Hon. Michael G. Bagneris, Chairman, (the "Board") (collectively referred to as "Airport") and Gresham Smith, represented by Wilson Rayfield, Jr. Executive Vice President (the "Consultant"). The Airport and the Consultant are sometimes collectively referred to as the "Parties." This Amendment is effective upon execution by the City (the "Effective Date").

RECITALS

WHEREAS, on May 11, 2021, the Airport and the Contractor entered into a Professional Services Agreement for Airport On-Call Architectural & Engineering Design Services (the "Agreement");

WHEREAS, on May 20, 2021, the Board approved an additional funding allocation in the amount of \$1,400,000.00 for the Consultant's continued services;

WHEREAS, on October 21, 2021, the Board approved an additional funding allocation in the amount of \$2,264,040.00 for the Consultant's continued services;

WHEREAS, on February 17, 2022 the Board approved the exercise of the first of four, one-year renewal options;

WHEREAS, on March 17, 2022, the Board approved an additional funding allocation in the amount of \$1,198,531.00 for the Consultant's continued services;

WHEREAS, on September 15, 2022, the Board approved an additional funding allocation in the amount of \$3,754,797.00; and

WHEREAS, the Airport and the Consultant, each having the authority to do so, desire to enter this Amendment to allocate additional funds in the amount of \$7,109,677.00 for the Consultant's continued services; and

WHEREAS, the Board approved this Amendment at its meeting on November 17, 2022.

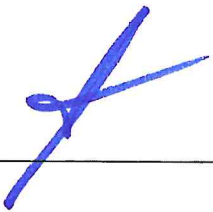
NOW THEREFORE, for good and valuable consideration, the Airport and the Contractor amend the Agreement as follows:

1. **Compensation.** The maximum amount payable for these services to be provided during this Agreement shall increase by \$7,109,677.00 to a total amount not to exceed \$16,477,045.00. Any amount allocated under any prior contract year which remains unexpended at the conclusion of the contract year when it was allocated originally shall be available for expenditure during any subsequent contract year.

- a. **Cost Recovery.** In accordance with Section 2-8.1 of the New Orleans Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Contractor shall reimburse the NOAB or disgorge anything of value or economic benefit received from the NOAB if the Contractor fails to meet its contractual obligations.
2. **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.
3. **Non-Solicitation Statement.** The Contractor swears that it has not employed or retained any company or person, other than a 1) bona fide employee working solely for Contractor; 2) consultant representing the Contractor; or 3) an attorney representing the Contractor. 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 other than a 1) bona fide employee working solely for Contractor; 2) consultant representing the Contractor; or 3) an attorney representing the Contractor.
4. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.
5. **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.
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.

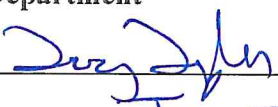
IN WITNESS WHEREOF, the Airport and the Consultant, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY:  for
LaToya Cantrell, Mayor

Executed on this 7th of March, 2023

FORM AND LEGALITY APPROVED:
Law Department

By: 

Printed Name: Tracy Tyler

[BOARD SIGNATURES CONTAINED ON NEXT PAGE]

Approved by resolution of the New Orleans Aviation Board and directing the Director of Aviation and Chairman to execute the same was passed on November 17, 2022.

NEW ORLEANS AVIATION BOARD

By: Michael Bagneris 1/9/23
Hon. Michael Bagneris, Chairman Date
New Orleans Aviation Board

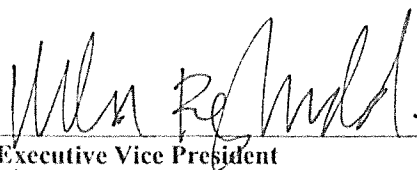
By: Kevin Dolliole 1-5-23
Kevin Dolliole, Director of Aviation Date
New Orleans Aviation Board

Reviewed as to form and legality:

By: Michele Allen-Hart 1/4/23
Michele Allen-Hart Date
General Counsel and Deputy Director of Legal Affairs
New Orleans Aviation Board

[CONSULTANT SIGNATURE CONTAINED ON NEXT PAGE]

GRESHAM SMITH

BY: 

Wilson Rayfield, Jr. Executive Vice President

FEDERAL TAX ID. OR SOCIAL SECURITY NO. _____ D.