

AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

DIGITAL ENGINEERING & IMAGING, INC.

LINCOLN BEACH REDEVELOPMENT SITE ASSESSMENT

THIS FOURTH AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Digital Engineering & Imaging, Inc., represented by Robert J. Delaune, Jr., P.E., Vice President (the “**Contractor**”). The City and the Contractor may sometimes be collectively referred to as the “**Parties**.” The Amendment is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, the City and the Contractor are parties to a professional services agreement dated April 3, 2020 (the “**Agreement**”) for the Contractor to assess the current conditions of Lincoln Beach to determine what measure and remediation would be necessary to re-open the beach to the public (the “**Services**”);

WHEREAS, on February 18, 2021, the City and the Contractor amended the Agreement for the first time to extend its term for continuity of the services;

WHEREAS, on April 29, 2022, the City and the Contractor amended the Agreement for the second time to extend its term for continuity of the services;

WHEREAS, on October 12, 2022, the City and the Contractor amended the Agreement for the third time to add additional engineering and design services and to increase the Contractor’s compensation accordingly;

WHEREAS, the City and the Contractor, both having the authority to do so, desire to enter this Amendment to extend the term of the Agreement for continuity of services;

NOW THEREFORE, the City and the Contractor agree as follows:

A. EXTENSION: The term of the Agreement is extended for one (1) year from April 3, 2023 through April 2, 2024.

B. CONVICTED FELON STATEMENT: The Contractor complies with City Code § 2-8(c) and no principal, member, or officer of the Contractor has, within the preceding 5 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 Contractor 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.

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.

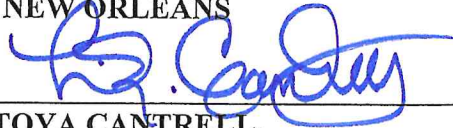
E. PRIOR TERMS BINDING: Except as otherwise provided by this Amendment, the terms and conditions of the Agreement, as amended, remain in full force and effect.

(Signatures contained on the following page)

(Remainder of this page intentionally left blank)

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

CITY OF NEW ORLEANS

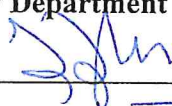
BY: 

LATOYA CANTRELL,
MAYOR

Executed on this 16th of December, 2022

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy Tyle

DIGITAL ENGINEERING & IMAGING, INC.

BY: 

ROBERT J. DELAUNE, JR., P.E.,
VICE PRESIDENT


FEDERAL TAX I.D. NO.