

K22-1154

AMENDMENT NO. 8 TO THE PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

INTEGRATED LOGISTICAL SUPPORT, INC.

**RR035 – EAST RIVERSIDE, GARDEN DISTRICT, IRISH CHANNEL, & ST. THOMAS
GROUP A (PMOI)**

THIS EIGHTH AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”) and Integrated Logistical Support, Inc., represented by Iam C. Tucker, its 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 March 30, 2017 (the “**Agreement**”) for the Engineer to provide professional engineering design and construction administration services for street improvements in the East Riverside, Garden District, Irish Channel, & St. Thomas Group A (PMOI) Group A neighborhood (the “**Project**”);

WHEREAS, on July 7, 2017, the City and the Engineer amended the Agreement for the first time to modify Article IV. Compensation of the Agreement to ensure that Engineer’s fees are cost reasonable and to incorporate the Engineer’s use of the DPW Dashboard into the Agreement;

WHEREAS, on August 20, 2018, the City and the Engineer amended the Agreement for the second time to increase compensation for surveying services needed under Phase I for additional blocks added to the Project;

WHEREAS, on February 28, 2019, the City and the Engineer amended the Agreement for the third time to extend its term for continuity of services;

WHEREAS, on March 16, 2020, the City and the Engineer amended the Agreement for the fourth time to extend its term for continuity of services;

WHEREAS, on February 11, 2021, the City and the Engineer amended the Agreement for the fifth time to extend its term for continuity of services;

WHEREAS, on May 10, 2021, the City and the Engineer amended the Agreement for the sixth time to include the updated federal contract clauses to ensure FEMA compliance and reimbursement;

WHEREAS, on March 28, 2022, the City and the Engineer amended the Agreement for the seventh time to extend its term for continuity of services;

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, for good and valuable consideration, the City and the Engineer amend the Agreement as follows:

A. EXTENSION. The term of the Agreement is extended for one (1) year from March 30, 2023 through March 29, 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.

(Signature contained on the following pages)

(Remainder of this page intentionally left blank)

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

CITY OF NEW ORLEANS

BY: 

LATOYA CANTRELL,
MAYOR

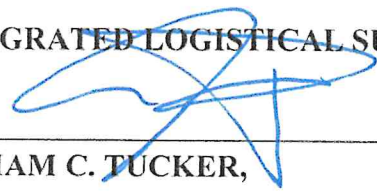
Executed on this 8th day of January, 2022

FORM AND LEGALITY APPROVED:
Law Department

By: 

Printed Name: Tracy Tyle

INTEGRATED LOGISTICAL SUPPORT, INC.

BY: 

IAM C. TUCKER,
PRESIDENT

FEDERAL TAX I.D. 