

AMENDMENT NO. 7 TO A PROFESSIONAL SERVICES AMENDMENT**BETWEEN****THE CITY OF NEW ORLEANS****AND****ALL SOUTH CONSULTING ENGINEERS, LLC****2015-FEMA-HARBOR
BREAKWATER DRIVE**

THIS SEVENTH AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and All South Consulting Engineers, LLC, represented by Timothy P. Bonura, 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 June 8, 2015 (the “**Agreement**”) for the Contractor to provide professional engineering design, construction administration, and resident inspection services for Breakwater Drive and boat launch, which includes FEMA eligible road repairs (Project No. 2015-FEMA-HARBOR) (the “**Project**”);

WHEREAS, on December 15, 2015, the City and the Contractor amended the Agreement for the first time to provide additional compensation for boat launch removal services under Phase III;

WHEREAS, on March 12, 2018, the City and the Contractor amended the Agreement for the second time to extend its term for two years for continuity of services;

WHEREAS, on July 7, 2018, the City and the Contractor amended the Agreement for the third time to extend its term for one year for continuity of services;

WHEREAS, on May 21, 2019, the City and the Contractor amended the Agreement for the fourth time to extend its term for one year for continuity of services;

WHEREAS, on April 7, 2020, the City and the Contractor amended the Agreement for the fifth time to extend its term for one year for continuity of services;

WHEREAS, on October 6, 2020, the City and the Contractor amended the Agreement for the sixth time to adjust design fees based on actual construction costs and to increase fees for resident inspection services; and

WHEREAS, additional design services are needed due to design scope changes required for construction of the parking lot;

WHEREAS, in response to the City's request, the Engineer submitted a supplemental proposal for the additional work dated August 18, 2020 (the "**Supplemental Proposal**"), and the City accepted the Engineer's Supplemental Proposal;

WHEREAS, the City and Contractor now desire to amend the Agreement to the Contractor to increase compensation for the require design scope changes for the parking lot construction;

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

A. COMPENSATION:

1. ***Fees Added by this Amendment.*** In accordance with the Contractor's Supplemental Proposal, the Contractor's fee schedule is modified for Phase IV as follows:

CHANGE FROM:

PHASE IV Final Design	\$ 341,944.22 (Lump Sum)
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CHANGE TO:

PHASE IV Final Design	\$ 360,494.22 (Lump Sum)
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2. ***Maximum Compensation.*** The total maximum aggregate compensation payable by the City to the Consultant is increased by \$18,550.00 from \$926,664.22 to a not to exceed amount of \$945,214.22. This maximum amount is inclusive of all services and cannot be increased except by a validly executed written amendment and the City's Department of Finance has certified the availability of the additional funding. The City's obligation to compensate the Contractor under this Agreement will not exceed the maximum aggregate amount payable at any time.

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. 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.

E. 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

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

CITY OF NEW ORLEANS

BY: _____

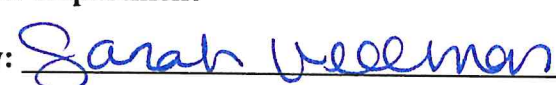

LATOYA CANTRELL, MAYOR

Executed on this 4TH of FEBRUARY, 2021.

FORM AND LEGALITY APPROVED:

Law Department

By: _____



Printed Name: SARAH WELLMAN

ALL SOUTH CONSULTING ENGINEERS, LLC

BY: _____


TIMOTHY P. BONURA, PRESIDENT

FEDERAL _____
