K22-1022

AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

LAMARQUE FORD, INC.

FOR

FORD OEM REPAIR PARTS

BID NO. 199

THIS THIRD AMENDMENT is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and Lamarque Ford, represented by Ronald Lamarque, President (the "**Contractor**"). The City and the Contractor are sometimes each referred to as a "**Party,**" and collectively, as the "**Parties.**" The Amendment is effective as of December 17, 2022 (the "**Effective Date**").

RECITALS

WHEREAS, on October 18, 2019, the City issued Invitation to Bid No. 199, seeking a contractor to provide all original, genuine, and authorized replacement parts and components for vehicles and equipment manufactured and/or sold by the Ford Motor Company (the "**ITB**");

WHEREAS, on November 7, 2019, the Contractor submitted its bid (the "**Bid**") and was selected by the City as the lowest responsive bidder;

WHEREAS, on December 17, 2019, the City and the Contractor entered into a Professional Services Agreement for the Contractor to provide Ford Motor Company OEM Repair Parts to the City's Equipment Maintenance Division (the "**Agreement**");

WHEREAS, on December 17, 2020, the City and the Contractor amended the Agreement for the first time to extend the term for continuity of services and to update the Agreement's terms and conditions;

WHEREAS, on December 17, 2021, the City and the Contractor amended the Agreement for the second time to extend the term for continuity of services and to update the Agreement's terms and conditions;

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter into this Third Amendment to extend the term of the Agreement for an additional one (1) year for continuity of services through December 16, 2023, and to update the Agreement's terms and conditions;

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

1. ***Extension.*** In accordance with the terms of the Agreement and the ITB, the term is extended for an additional one (1) year from the Effective Date through December 16, 2023, with one renewal period remaining under the Agreement.

2. ***Price***. The City and Contractor reaffirm the price proposal submitted in the Contractor's Bid in response to the ITB.

3. ***Additional Miscellaneous Provisions.*** The following terms and conditions are added to the Agreement:

ARTICLE I- THE CONTRACTOR'S OBLIGATIONS

42. **Change Order Recordation.** The Contractor will perform any applicable recordation requirements set forth in La. R.S. 38:2192 and La. R.S. 38:2222, including without limitation the payment of any associated costs. The Contractor will provide the City with a copy of each recordation within thirty (30) days after approval of the associated plan change or amendment.

ARTICLE IV-HIRENOLA PROGRAM

A. The Contractor agrees to abide by City Code Sections 70-496, *et seq*., to demonstrate good faith efforts to fully carry out the applicable requirements of the HireNOLA Program as defined in the City Code. If the Contractor fails to comply with the requirements of the HireNOLA Program during the term of the Agreement, said failure may result in termination of the Agreement or pursuit of other remedies.

4. ***Special Conditions for FEMA Compliance.*** The "Special Conditions for FEMA Compliance," attached as Exhibit "A" to this Agreement, are expressly incorporated into the Agreement and effective immediately, if the City has indicated it will or may seek reimbursement from FEMA in the procurement documents or upon the City's notice to the Contractor that the City intends to seek reimbursement from FEMA in connection with the work to be performed under this Agreement.

5. ***Convicted Felon Statement.*** The Contractor swears that it complies with City Code Section 2-8(c). No Contractor principal, member, or officer has, within the preceding five (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.

6. ***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.

7. ***Prior Terms Binding.*** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

8. ***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.

9. ***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.

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank.]

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 1st **of** November, **2022.**

FORM AND LEGALITY APPROVED:
LAW DEPARTMENT

By: ______________________________

Printed Name: Andrew Gregorian

LAMARQUE FORD, INC.

BY: ______________________________
RONALD M. LAMARQUE, PRESIDENT

[redacted]
FEDERAL TAX I.D.

[EXHIBIT "A" ON NEXT PAGE]

EXHIBIT "A"

SPECIAL CONDITIONS FOR FEMA COMPLIANCE.

The Contract may be subject to FEMA reimbursement. Notwithstanding any provision of the Contract to the contrary, the following terms and conditions will apply:

A. TERMINATION FOR CAUSE: The City and the Contractor shall each have the right to terminate this Contract for cause, effective immediately upon the giving of written notice to the other party of its intent to terminate and the reasons, therefore. If the termination for cause is subsequently challenged in a court of law and if the challenging party prevails, the termination for cause shall be deemed to be a termination for convenience and shall be effective thirty (30) days from the date that the original written notice of termination for cause was given to the challenging party and no further notice shall be required.

B. TERMINATION FOR CONVENIENCE: The City shall have the right to terminate this Contract without cause by giving the Contractor written notice of its intent to terminate at least thirty (30) days prior to the date of termination. In the event that the City elects to terminate for convenience, the City shall be obligated to pay the Contractor only for those Services performed up to and through the date of termination.

C. RECORDS RETENTION AND ACCESS: The Contractor shall grant the City, the State of Louisiana, the Federal Emergency Administrator, the Comptroller General of the United States, and any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are pertinent to this Contract for the purpose of making audit, examination, and excerpts. The Contractor shall retain all required records for five (5) years or until such time as the State of Louisiana or the City make final payments and all other pending matters related to the Contract are closed.

Version: May 2019 – Purchasing/JPM

D. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS: As applicable, the Contractor shall comply with each of the following, all of which are incorporated herein by reference.

- Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60);
- The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3);

- Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5);
- Standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15);
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871)
- Unless duly suspended or revoked, the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5)
- Any and all applicable requirements as required by Federal Uniform Administrative Requirements (Appendix II to 2 CFR Part 200).

E. DEBARMENT, SUSPENSION, AND INELIGIBILITY: The Contractor represents and warrants that it and its sub-contractors are not debarred, suspended, or placed in ineligibility status in the System for Award Management ("SAM") in accordance with the applicable OMB guidelines relating to government debarment and suspension regulations.

F. REMEDIES AND SANCTIONS AGAINST CONTRACTOR'S DEFAULT: The City retains all rights and recourse under Louisiana law to enforce this Contract or recover damages in connection with any Contractor breach or violation hereof.

[END OF AMENDMENT]