

AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

MOTT MACDONALD, LLC

DPW661 – CONTI STREET (BOURBON – CHARTRES)

THIS FOURTH AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Mott MacDonald, LLC, represented by Julia Barker, Senior Vice-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 September 8, 2020 (the “**Agreement**”) for the Engineer’s performance of professional engineering design and construction administration services for roadway improvements on Conti Street from Bourbon Street from Chartres Street (the “**Project**”);

WHEREAS, on October 4, 2021, the City and the Engineer amended the Agreement for the first time to extend its term through September 7, 2022 for continuity of services;

WHEREAS, on February 1, 2022, the City and the Engineer amended the Agreement for the second time to modify Engineer’s scope of work and compensation to include the additional Resident Inspection services;

WHEREAS, on September 2, 2022, the City and the Engineer amended the Agreement for the third time to extend its term through September 7, 2023 for continuity of services;

WHEREAS, additional professional design services and an increase in project scope for Phase 3 of the Conti St. Infrastructure Improvement project to add additional drainage and water line replacements along with full reconstruction of roadway, ADA ramps & sidewalks;

WHEREAS, at the City’s request, the Engineer submitted a supplemental proposal dated September 27, 2022 (the “**Supplemental Proposal**”) to perform the additional work, and the City has accepted the Engineer’s Supplemental Proposal;

WHEREAS, the City and the Engineer, each having the authority to do so, desire to enter this Amendment to modify Engineer’s scope of work and compensation to include the additional Resident Inspection 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 September 7, 2023 through **September 7, 2024**.

B. COMPENSATION. In accordance with the Engineer's Supplemental Proposal, the Engineer's fees are adjusted as follows:

1. Fees Added by this Amendment. Fees for Survey (Phase Ia), Design (Phase Ib, III, IV), Construction Administration (Phase Va) and Supervision (Resident Inspection Phase Vb) are increased by \$ 502,805.00 from \$702,171.00 to \$1,204,976.00.

2. Maximum Compensation. The maximum aggregate amount payable by the City for all services performed under this Agreement is increased from \$702,171.00 to a not to exceed amount of \$ 1,204,976.00. This amount is inclusive of all services and cannot be increased except by a validly executed amendment and the City's Department of Finance has certified the availability of the additional funding. The City's obligation to compensate the Engineer under this Agreement will not exceed the maximum aggregate amount payable at any time.

C. 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.

D. 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.

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 delivered or caused to be delivered a manually signed copy of this Amendment.

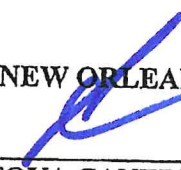
F. PRIOR TERMS BINDING: Except as otherwise provided by this Amendment, the terms and conditions of the Agreement, as amended, remain in full force and effect.

(Signatures contained on the following page)

(Remainder of this page intentionally left blank)

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

CITY OF NEW ORLEANS

BY:  for
LATOYA CANTRELL,
MAYOR

Executed on this 7th day of March, 2023.

CITY OF NEW ORLEANS, CITY COUNCIL

BY: 
COUNCIL PRESIDENT

FORM AND LEGALITY APPROVED:
Law Department

By: 
Printed Name: Tracy Myle

MOTT MACDONALD, LLC

BY: _____
KENDALL KILPATRICK,
EXECUTIVE VICE PRESIDENT

CORPORATE TAX I.D. _____

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

CITY OF NEW ORLEANS

BY: 

LATOYA CANTRELL, MAYOR

for

Executed on this 7th day of March, 2023.

CITY OF NEW ORLEANS, CITY COUNCIL

BY: _____

COUNCIL PRESIDENT

FORM AND LEGALITY APPROVED:

Law Department

By: _____

Printed Name: _____

MOTT MACDONALD, LLC

BY: 

JULIA BARKER,

SENIOR VICE PRESIDENT

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