

K21-010

**AMENDMENT NO. 5 TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN**

**THE CITY OF NEW ORLEANS,
NEW ORLEANS BUILDING CORPORATION,
AND**

DANA BROWN & ASSOCIATES, INC.

THIS FIFTH AMENDMENT (the "Amendment") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "City"), the New Orleans Building Corporation, represented by Cynthia M. Connick, Chief Executive Officer (the "NOBC"), and Dana Brown & Associates, Inc., represented by Dana Nunez Brown, President (the "Consultant"). The City and the Consultant are sometimes each referred to as a "Party," and collectively, as the "Parties." The Amendment is effective as of the date of execution by the City (the "Effective Date").

RECITALS

WHEREAS, on October 12, 2016, the City, NOBC, and the Consultant entered into a Professional Services Agreement for the purpose of providing professional design and contract administration services for the Spanish Plaza Renovation Project and Area Riverfront Master Plan (the "Agreement");

WHEREAS, on November 1, 2017, the City, NOBC, and the Consultant entered into Amendment No. 1 to extend the term of the Agreement for one year;

WHEREAS, on February 11, 2019, the City, NOBC, and the Consultant entered into Amendment No. 2 to extend the term of the Agreement;

WHEREAS, on June 29, 2020, the City, NOBC, and the Consultant entered into Amendment No. 3 to extend the term and increase the compensation under the Agreement;

WHEREAS, on November 13, 2020, the City, NOBC, and the Consultant entered into Amendment No. 4 to extend the term of the Agreement; and

WHEREAS, the City and the Consultant, each having the authority to do so, desire to enter this Amendment to correct and increase the compensation under the Agreement;

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

I. Compensation.

- a. Correction of Previous Maximum Amount. The total maximum amount not to exceed for the Agreement, as amended by Amendments 1 through 4, was stated as \$1,050,444.48. The total maximum amount not to exceed was misstated and is removed and replaced to read \$879,329.24.
- b. Increase to Maximum Amount. The compensation described in Article V and VI of the Agreement is increased by \$3,580.00, from \$879,329.24 to a total amount not to exceed \$882,909.24. The compensation is provided for work associated with construction Change Order No. 7.

2. **Convicted Felon Statement.** The Consultant swears that it complies with City Code Section 2-8(c). No Consultant 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.

3. **Non-Solicitation Statement.** The Consultant 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 Consultant 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.

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

5. **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.

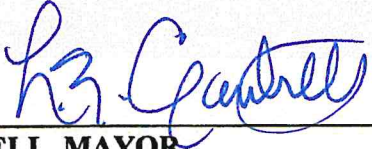
6. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original 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, NOBC, and the Consultant, through their duly authorized representatives, execute this Agreement.

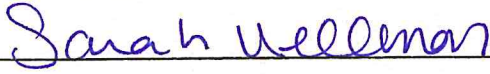
CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

Executed on this 28TH of January, 2021

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Sarah Wellman

NEW ORLEANS BUILDING CORPORATION

BY: _____
CYNTHIA M. CONNICK, CHIEF EXECUTIVE OFFICER

DANA BROWN & ASSOCIATES, INC.

BY: 
DANA NUNEZ BROWN, PRESIDENT


FEDERAL TAX I.D.