

K23-116

AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

AERIAL HYDRAULICS, INC.

INVITATION TO BID No. 2297-02460

THIS FOURTH AMENDMENT is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “City”) and Aerial Hydraulics, Inc, represented by Wayne J. Abadie, President (the “Contractor”). The City and the Contractor are sometimes collectively referred to as the “Parties.” The Amendment is effective as of May 2, 2023 (the “Effective Date”).

RECITALS

WHEREAS, on May 2, 2019, the City and the Contractor entered into a professional services agreement for repairs and services to OEM heavy trucks and miscellaneous construction equipment (the “Agreement”); and

WHEREAS, in the past three years, the Parties have amended the Agreement three times to extend the term of the Agreement for a period of one year and to modify the Agreement’s terms and conditions; and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the Agreement for one (1) additional year for continuity of services; and

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

1. **Extension.** The Agreement is extended for an additional one (1) year from the Effective Date through May 1, 2024.

2. **Price.** The City and Contractor reaffirm the price proposal submitted by the Contractor in response to the City’s Invitation to Bid No. 2297-02460.

3. **Convicted Felon Statement.** The Contractor swears that it complies with City Code § 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.

4. **Non-Solicitation Statement.** The Contractor swears that it has not employed nor 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 nor 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.

5. **Cost Recovery.** In accordance with Section 2-8.1 of the Municipal Code entitled “Cost recovery in contracts, cooperative endeavor agreements, and grants,” to the maximum extent permitted by law, the Contractor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations

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

7. **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.

8. **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.

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[SIGNATURES CONTAINED ON NEXT PAGE]

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

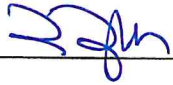
CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

FOR

Executed on this 8th of March, 2023.

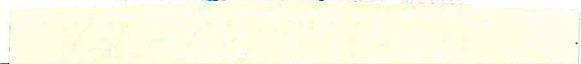
FORM AND LEGALITY APPROVED:
LAW DEPARTMENT

BY: 

PRINTED NAME: Tracy Tyle

AERIAL HYDRAULICS, INC.

BY: 
WAYNE J. ABADIE, PRESIDENT


FEDERAL TAX I.D.