

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT**BY AND BETWEEN****THE CITY OF NEW ORLEANS****AND****LEGACY | ILSI | WINGATE | DIGITAL CO – VENTURE****RFP 1508****EMERGENCY DRAINAGE ASSESSMENT AND CLEANING, CONSTRUCTION
MANAGEMENT AND DEBRIS MONITORING SERVICES**

THIS FIRST AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Legacy | ILSI | Wingate | Digital Co-Venture, represented by Alcide Tervalon, III, agent/officer (the “**Contractor**”). The City and the Contractor may sometimes each be 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, the City and the Contractor are parties to a professional services agreement dated (the “**Agreement**”) for the Contractor to provide professional services including provide citywide emergency drainage assessment and cleaning, construction management, and debris monitoring services related to Hurricane Ida;

WHEREAS, assessment and construction management of additional 5,000 catch basins is needed;

WHEREAS, in response to the City’s request, the Contractor submitted a supplemental proposal dated February 7, 2022 (the “**Supplemental Proposal**”) to perform the additional work, and the City has accepted the Contractor’s Supplemental Proposal;

NOW THEREFORE, the City and the Contractor, both having the authority to do so, agree as follows:

A. EXTENSION. The term of this Agreement is extended for one (1) year from October 21, 2022 through October 20, 2023.

B. COMPENSATION. In accordance with the Contractor’s Supplemental Proposal, the fees are modified as follows:

1. **Additional Fees Added by this Amendment:** Additional fees in the amount of \$451,675.00 are added for additional assessment and construction management services required as a result of the increase in scope to include an additional 5,000 catch basins.

2. **Maximum Amount:** The total maximum aggregate compensation payable by the City to the Contractor is increased by \$451,675.00 from \$1,358,989.00 to a not to exceed amount of \$1,810,664.00. This amount can only be increased by a validly executed written amendment.

C. 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 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 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.

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 remain in full force and effect.

(Signatures contained on the following page)

(Remainder of this page intentionally left blank)

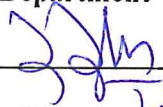
IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL,
MAYOR

Executed on this 8th of August, 2022.

FORM AND LEGALITY APPROVED:
Law Department

By: 
Printed Name: Tracy Tyler

LEGACY/ILSI/WINGATE/DIGITAL CO – VENTURE

BY: 
ALCIDE TERVALON, III,
AGENT/OFFICER


FEDERAL TAX I.D.