

K18-354

**AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF NEW ORLEANS  
AND  
TOLUNAY-WONG ENGINEERS, INC.**

**RR – TES – 17 – 11  
GEOTECHNICAL ENGINEERING & MATERIAL TESTING SERVICES**

**THIS AMENDMENT** (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by Mitchell J. Landrieu, Mayor (the “**City**”), and Tolunay – Wong Engineers, Inc., herein represented by Dustin Walker, P.E., its authorized agent/officer (the “**Testing Laboratory**”). The City and the Testing Laboratory may sometimes be referred to as the “**Parties**”. This Amendment is effective as of April 18, 2018 (the “**Effective Date**”).

**RECITALS**

**WHEREAS**, the City and the Testing Laboratory are parties to a professional services agreement dated April 18, 2017 (the “**Agreement**”) for the provision of geotechnical engineering and materials testing services (the “**Services**”);

**WHEREAS**, on August 9, 2017, the City and the Testing Laboratory amended the Agreement for the first time to increase the total maximum aggregate compensation payable; and

**WHEREAS**, the City and the Testing Laboratory, both having the authority to do so, now desire to amend for the Agreement for the second time to extend its duration for continuity of services.

**NOW THEREFORE**, for good and valuable consideration, the City and the Testing Laboratory amend the Agreement as follows:

**A. Extension:** The term of the Agreement is extended for one (1) year from the Effective Date through April 17, 2019.

**B. Convicted Felon Statement:** The Testing Laboratory swears that it complies with City Code § 2-8(c). No Testing Laboratory 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.

**C. Non-Solicitation Statement:** The Testing Laboratory 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 Testing Laboratory 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.

**D. 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.

**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.

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

**CITY OF NEW ORLEANS**

BY:  <sup>FOR</sup>  
MITCHELL J. LANDRIEU, MAYOR


Executed on this 27<sup>th</sup> day of March, 2018.

**FORM AND LEGALITY APPROVED:**  
**Law Department**

By: \_\_\_\_\_

Printed Name: 

**TOLUNAY-WONG ENGINEERS, INC.**

BY:   
DUSTIN WALKER, P.E., AGENT/OFFICER

**CORPORATE TAX**