

K17-840

**AMENDMENT NO. 1 TO 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 the date of execution by the City (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**”); and

WHEREAS, City and the Testing Laboratory now desire to amend the Agreement to increase the maximum compensation payable;

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

A. Compensation: The total maximum amount payable stated in Article IV (Compensation) of the Agreement is increased by **ONE MILLION SEVEN HUNDRED FIFTY – THOUSAND AND 00/100 DOLLARS (\$1,750,000.00)** to a Not To Exceed (“**NTE**”) aggregate amount of **TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00)**.

B. Term: The term of the Agreement remains valid through April 17, 2018.

C. 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.

D. 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.

E. Non-Waiver: Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

F. 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: 

**MITCHELL J. LANDRIEU,
MAYOR**

Executed on this 9th day of August, 2017.

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: 

TOLUNAY-WONG ENGINEERS, INC.

BY: 

DUSTIN WALKER, P.E., AGENT/OFFICER

CORPORATE TAX 