

SECOND AMENDMENT TO THE CONTRACT
BY AND BETWEEN
CITY OF NEW ORLEANS
AND
DANA BROWN & ASSOCIATES, INC.
FOR
MILNE CAMPUS STORMWATER RESILIENCE PROJECT

RFQ 2285-02352

THIS SECOND AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Dana Brown & Associates, Inc., represented by Dana Nunez Brown, its President (the “**Contractor**”). The City and the Contractor are sometimes collectively referred to as the “**Parties**.” The Amendment is effective October 26, 2019.

RECITALS

WHEREAS, the City and Consultant entered into a Professional Services Agreement on October 26, 2018 (the “**Agreement**”) for the Contractor to provide Programming, Design, Engineering, Community Engagement, and Contract Administration for the design and construction of the Milne Campus Stormwater Resilience Project (the “**RFQ**”);

WHEREAS, the City and the Consultant entered into a First Amendment effective as of October 26, 2018, to update the record retention clause and the non-discrimination provisions;

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the term and update provisions as follows;

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

1. **Extension**. In accordance with Article VI, sub-section 6, of the Agreement, the term of the Agreement is extended for one year from the Effective Date.

2. **Additional Provisions**: The following provision is added to the Agreement as Article XXXIV, Section Q:

Q. Compliance with City’s Hiring Requirements - Ban the Box.

i. The Contractor agrees to adhere to the City’s hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement,

Contractor must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirements is necessary.

- ii. Failure to maintain compliance with the City's hiring requirements throughout the term of the Agreement, or to provide sufficient written reasons for deviation, is a material breach of this Agreement. Upon learning of any such breach, the City will provide the Contractor notice of noncompliance and allow Contractor thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, the Contractor remains noncompliant, the City may move to suspend payments to Contractor, void the Agreement, or take any such legal action permitted by law or this Agreement.
- iii. This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and the remaining provisions of the Agreement will remain in full force and effect.
- iv. The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

3. **Updated Exhibit.** The Additional Services Report – Not to Exceed, marked as Exhibit F, shall be deleted and replaced in its entirety with the updated **Exhibit F** attached here.

4. **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 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.

5. **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.

6. **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.

7. **Electronic Signature and Delivery.** The City and the Contractor 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 on Next Page]

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IN WITNESS WHEREOF, the City and the Contractor, through their duly authorized representatives, execute this Amendment to be effective as of the Effective Date.

CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

Executed on this 25TH of OCTOBER, 2019

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Andrew Gregorian

DANA BROWN & ASSOCIATES, INC.

BY: 
DANA NUNEZ BROWN, PRESIDENT


FEDERAL TAX I.D. NO.