

K25-683

FIFTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

FREESE AND NICHOLS, INC.

RFQ NO. 96

DILLARD WETLANDS PROGRAMMING AND DESIGN SERVICES

THIS FIFTH AMENDMENT (the “Amendment”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “City”), and Freese and Nichols Inc., represented by Nina Reins, New Orleans Location Manager (the “Contractor”). The City and the Contractor are sometimes each referred to as a “Party”, and collectively, as the “Parties.” The Amendment is effective as of August 24, 2025 (the “Effective Date”).

RECITALS

WHEREAS, August 24, 2020, the City and the Contractor entered into a Professional Services Agreement for the Contractor to provide professional design, engineering, and construction management services for resilience, stormwater management, and/or green infrastructure (the “Agreement”);

WHEREAS, the City and the Contractor entered into the First Amendment effective on August 18, 2021, to extend its term for continuity of services;

WHEREAS, the City and the Contractor entered into the Second Amendment effective on August 18, 2022, to extend its term for continuity of services;

WHEREAS, the City and the Contractor entered into the Third Amendment effective August 17, 2023, to extend its term for continuity of services;

WHEREAS, the City and the Contractor entered into the Fourth Amendment effective July 10, 2024, to extend its term for continuity of services;

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend its term for continuity of services;

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

A. EXTENSION. In accordance with Article VI, sub-section F, of the Agreement, the term of the Agreement is extended for one (1) additional year from August 24, 2025, through August 23, 2026.

B. CONVICTED FELON STATEMENT. The Contractor swears that it complies with City Code Section § 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.

C. 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.

D. 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.

E. 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.

[SIGNATURES CONTAINED ON NEXT PAGE]

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

CITY OF NEW ORLEANS

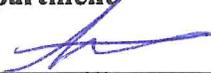
BY: 

LATOYA CANTRELL, MAYOR

Executed on this 29th of July, 2025.

FORM AND LEGALITY APPROVED:

Law Department

By: 

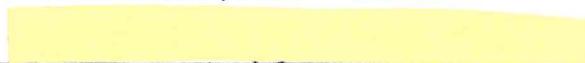
Printed Name: Andrew Gregorian

FREESE AND NICHOLS, INC.

BY: 

NINA REINS, NEW ORLEANS LOCATION MANAGER

7/21/25


CORPORATE TAX I.D.