

K23-1042

**FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND
TERRACON CONSULTANTS, INC.
FOR
ENVIRONMENTAL CONSULTING**

THIS FOURTH AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Terracon Consultants, Inc., represented by Zack L. Dial, its authorized representative (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 (the “**Effective Date**”).

RECITALS

WHEREAS, on October 21, 2019, the City and the Contractor entered into a Professional Services Agreement for Disaster- CDBG Environmental Consulting Services (the “**Agreement**”);

WHEREAS, on October 21, 2020, the City and the Contractor entered into the First Amendment to extend for time and update essential terms and conditions;

WHEREAS, on October 21, 2021, the City and the Contractor entered into the Second Amendment to extend for time and update essential terms and conditions;

WHEREAS, on October 21, 2022, the City and the Contractor entered into the Third Amendment to extend for time and update essential terms and conditions

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the Agreement for continuity of services, to increase compensation, and to update essential terms and conditions;

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

1. Compensation: The compensation described in Article IV of the Agreement, Section B, will be increased by \$483,240.00 from \$91,000.00 to the maximum aggregate amount of compensation payable by the City under this Agreement is not to exceed **FIVE HUNDRED SEVENTY-FOUR THOUSAND TWO HUNDRED FORTY DOLLARS EVEN (\$574,240.00)**

2. Extension. In accordance with Article V of the Agreement, the term is extended for one year from the Effective Date until October 20, 2024.

3. 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.

4. **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.

5. **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.

6. **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.

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank.]


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

CITY OF NEW ORLEANS

BY:  for
LATOYA CANTRELL, MAYOR

Executed on this 15th of October, 2023

**FORM AND LEGALITY APPROVED:
Law Department**

By: 
Printed Name: Tracy Taylor

TERRACON CONSULTANTS, INC.

BY: 
ZACK DIAL, OFFICE MANAGER


FEDERAL TAX I.D.