

K23-351

SIXTH AMENDMENT TO THE AGREEMENT

BY AND BETWEEN

CITY OF NEW ORLEANS

AND

STANTEC CONSULTING SERVICES, INC.

RFQ NO. 500C-02349

BLUE GREEN CORRIDORS PROGRAMMING AND DESIGN SERVICES

THIS SIXTH AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and Stantec Consulting Services, Inc., represented by Dan J. Grandal, Vice President (the “**Consultant**”). The City and the Contractor are sometimes collectively referred to as the “**Parties.**” The Amendment is effective on April 26, 2023 (the “**Effective Date**”).

RECITALS

WHEREAS, the City and the Contractor entered into a Professional Service Agreement on April 26, 2018 (the “**Agreement**”); and

WHEREAS, the City and the Contractor entered into the First Amendment effective as of April 26, 2019, to extend the contract for one year and to update provisions;

WHEREAS, the City and the Contractor, entered into the Second Amendment, effective as of April 26, 2020, to the Agreement to extend for time an update provisions; and

WHEREAS, the City and the Contractor entered into the Third Amendment, effective as of August 11, 2020, to the Agreement to increase by \$546,587.98, update the language, and add additional provisions;

WHEREAS, the City and the Contractor entered into the Fourth Amendment, effective as of April 26, 2021, to the Agreement to extend for time and update provisions; and

WHEREAS, the City and the Contractor entered into the Fifth Amendment, effective as of April 26, 2022, to the Agreement to extend for time and update provisions; and

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

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

1. **Extension.** The term of the Agreement is extended for one year, from the Effective Date through April 25, 2024.

2. **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.

3. **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.

4. **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.

5. **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.

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 28th of April, 2023

FORM AND LEGALITY APPROVED:

Law Department

By: _____

Printed Name: Tracy Tyle _____

STANTEC CONSULTING SERVICES, INC.

BY: _____

DAN J. GRANDAL, P.E., PRINCIPAL

FEDERAL TAX I.D. NO.