

K23-352

FIFTH AMENDMENT TO THE AGREEMENT

BY AND BETWEEN

THE CITY OF NEW ORLEANS

AND

STANTEC CONSULTING SERVICES, INC.

FOR

ST. BERNARD CAMPUS STORMWATER RESILIENCE PROJECT

RFP NO. 2285-02258

THIS FIFTH 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 “**Contractor**”). The City and the Contractor may sometimes be collectively referred to as the “**Parties**.” The Amendment is effective as of April 25, 2023 (the “**Effective Date**”).

RECITALS

WHEREAS, the City and the Contractor entered into a Professional Service Agreement on April 25, 2018 (the “**Agreement**”);

WHEREAS, the City and the Contractor entered into the First Amendment in 2019 to extend the term for one year, add Exhibit F, and update terms and provisions;

WHEREAS, the City and the Contractor entered into the Second Amendment in 2020 to extend the term for one year and update terms and provisions;

WHEREAS, the City and the Contractor entered into the Third Amendment in 2021 to extend the contract for one year and update terms and provisions; and

WHEREAS, the City and the Contractor entered into the Fourth Amendment in 2022 to extend the contract for one year and update terms and 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 one year and update terms and provisions.

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

1. **Extension.** The term is extended for one year, from the Effective Date through April 24, 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.

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

[SIGNATURES CONTAINED ON NEXT PAGE]


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

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 Inle

STANTEC CONSULTING SERVICES, INC.

BY: 
DAN J. GRANDAL, P.E., PRINCIPLE


FEDERAL TAX I.D.