



DEPARTMENT OF PUBLIC WORKS
CITY OF NEW ORLEANS

August 14, 2025

Clerk of Council
City Hall – Room 1E04
1300 Perdido Street
New Orleans, LA 70112

Re: Proposed Contract Amendment #10 with HNTB Corporation
Professional Services – Design, Construction Administration, Inspection Services
– DPW Road Projects -Marconi Drive, Martin Luther King Boulevard and
Morrison Road I & II

To Whom It May Concern:

Pursuant to Rule 57, please find attached a proposed amendment to the agreement between the City of New Orleans and HNTB Corporation and the completed contract summary form.

Respectfully submitted,

A handwritten signature in blue ink, reading "C. Rick Hathaway". The signature is written in a cursive style.

C. Rick Hathaway, Director
clinton.hathaway@nola.gov
Department of Public Works

AMENDMENT NO. 10 TO A PROFESSIONAL SERVICES AMENDMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

HNTB CORPORATION

H.012371 DPW 572 – MARCONI DRIVE (CITY PARK AVE. – I-610)

H.012373 DPW 573 – MLK, JR. BLVD. (ST. CHARLES AVE. – S. CLAIBORNE AVE.)

H.012370 DPW 574 – MORRISON ROAD I (MAYO AVE. – READ BLVD.)

H.012372 DPW 575 – MORRISON ROAD II (READ BLVD. – BULLARD AVE.)

DPW 640 – MORRISON ROAD BRIDGES

THIS TENTH AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and HNTB Corporation, represented by Todd “Dusty” Bastion, Authorized Agent (the “**Contractor**”). The City and the Contractor may sometimes be collectively referred to as the “**Parties**.” The Amendment is effective as of November 23, 2025 (the “**Effective Date**”).

RECITALS

WHEREAS, the City and the Contractor are parties to a professional services agreement dated November 23, 2016 (the “**Agreement**”) for the Contractor to provide professional engineering design, construction administration, and resident inspection services for the following four (4) projects (collectively, the “**Project**”):

DPW 572 – Marconi Drive (City Park Ave. – I-610)

DPW 573 – Martin Luther King, Jr. Blvd. (St. Charles Ave. – S. Claiborne Ave.)

DPW 574 – Morrison Road I (Mayo Ave. – Read Blvd.)

DPW 575 – Morrison Road II (Read Blvd. – Bullard Ave.)

WHEREAS, on November 20, 2017, the City and the Contractor amended the Agreement for the first time to extend its term for continuity of services;

WHEREAS, on April 12, 2018, the City and the Contractor amended the Agreement for the second time to add additional compensation for inspection and restoration design services under Phase III Preliminary Design for the DPW 574 – Morrison Road I and DPW 575 – Morrison Road II projects;

WHEREAS, on February 1, 2019, the City and the Contractor amended the Agreement for the third time to extend its term for continuity of services and to increase compensation for additional design services needed to create a protected bike lane facility for the DPW573 – Martin Luther King, Jr. project;

WHEREAS, on October 3, 2019, the City and the Contractor amended the Agreement for the fourth time to extend its term for continuity of services, to set a price and proceed with construction administration and resident inspection for construction for DPW 572 – Marconi and to add design and preparation plans for DPW 640 Morrison Road Bridges project;

WHEREAS, on May 13, 2020, the City and the Contractor amended the Agreement for the fifth time to extend its term for continuity of services, modify the scope of work, and increase the compensation accordingly;

WHEREAS, on December 29, 2021, the City and the Contractor amended the Agreement for the sixth time to extend its term for continuity of services;

WHEREAS, on August 18, 2022, the City and the Contractor amended the Agreement for the seventh time to extend its term for continuity of services and to increase the Contractor’s fees for DPW573 Martin Luther King, Jr. Blvd and DPW574 Morrison Road I;

WHEREAS, on January 10, 2024, the City and the Contractor amended the Agreement for the eighth time to extend its term for continuity of services;

WHEREAS, on November 26, 2024, the City and the Contractor amended the Agreement for the ninth time to extend its term for continuity of services and increase compensation for additional design, construction administration, and resident inspection services for the combined Morrison project;

WHEREAS, the City and Contractor now desire to amend the Agreement to extend its term for continuity of services and to reduce compensation due to an underrun that was created by an expedited construction schedule resulting in fewer Resident Inspection days than anticipated;

NOW THEREFORE, the City and the Contractor agree as follows:

A. EXTENSION. The term of the Agreement is extended for one (1) additional year from November 23, 2025, through November 22, 2026.

B. COMPENSATION.

1. Fees Reduced by this Amendment. In accordance with DPW572 Marconi Drive project ending in 2019 and an expedited construction schedule resulting in fewer Resident Inspection days than anticipated, the Contractor’s fees are decreased by **\$99,053.65**.

2. Maximum Compensation. The total maximum aggregate compensation payable by the City under this Agreement is not to exceed the amount of **\$3,176,600.71**. The City’s obligation to compensate the Contractor under this Agreement will not exceed the maximum aggregate amount payable at any time, unless increased by a validly executed written amendment.

C. CONVICTED FELON STATEMENT. The Contractor complies with City Code § 2-8(c) and no principal, member, or officer of the Contractor 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.

D. NON-SOLICITATION STATEMENT. The Contactor 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.

E. 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 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.

F. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Amendment, but all of which, when taken together, shall constitute one and the same agreement.

G. 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 the following 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: _____

LATOYA CANTRELL, MAYOR

Executed on this _____ of _____, 2025.

FORM AND LEGALITY APPROVED:

Law Department

By: _____

Printed Name: _____

CITY OF NEW ORLEANS, CITY COUNCIL

BY: _____

CITY COUNCIL PRESIDENT

HNTB CORPORATION

BY: _____

TODD "DUSTY" BASTION, AUTHORIZED AGENT

FEDERAL TAX I.D.



**CONTRACT SUMMARY
TO ACCOMPANY REQUESTS FOR CONTRACT APPROVAL
BEFORE SUBMISSION TO CLERK OF COUNCIL**

Requesting Department or Agency: _____

Name of Contact Person: _____

Telephone Number: _____

Email Address: _____

Initials of Sponsoring Councilmember(s): _____

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. **The purpose and need for the contract:** _____

2. **The parties involved:** _____

3. **The obligations, expectations, and deliverables of the parties involved:** _____

4. **The duration of the contract:** _____

5. **The cost and any fiscal implications of the contract for the City:** _____

6. **Describe disadvantaged business enterprise (DBE) participation:** _____
