



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 #3 with Legacy Professional Services, LLC –
RE: Street Light Maintenance Program

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 Legacy Professional Services, LLC and a completed contract summary form.

Respectfully submitted,

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

**AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
LEGACY PROFESSIONAL SERVICES, LLC
RFP 2041**

STREET LIGHT MAINTENANCE MONITORING AND PROGRAM MANAGEMENT

THIS THIRD AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”) and Legacy Professional Services, LLC, represented by Alcide Tervalon, III, Authorized Agent (the “**Contractor**”). The City and the Contractor are sometimes collectively referred to as the “**Parties.**” This Amendment is effective as of July 22, 2025 (the “**Effective Date**”).

RECITALS

WHEREAS, the City and the Contractor are parties to a professional services agreement dated effective July 22, 2022 (the “**Agreement**”) for the Contractor to provide professional services including maintenance monitoring and program management services for the City’s street light system (the “**Project**”);

WHEREAS, on August 2, 2023, the City and the Contractor amended the Agreement for the first time to extend its term for continuity of services;

WHEREAS, on June 20, 2024, the City and the Contractor amended the Agreement for the second time 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. The term of the Agreement is extended for sixty (60) additional days from July 22, 2025, through September 21, 2025.

B. 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 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 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

LEGACY PROFESSIONAL SERVICES, LLC

BY: _____
ALCIDE TERVALON, III, AUTHORIZED AGENT

CORPORATE TAX I.D.



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

Requesting Department or Agency: Department of Public Works

Name of Contact Person: C. Rick Hathaway/Kevin Giroir

Telephone Number: 504-658-8000/504-658-8006

Email Address: clinton.hathaway@nola.gov/kggiroir@nola.gov

Initials of Sponsoring Councilmember(s): _____

PROVIDE THE FOLLOWING CONTRACT DETAILS

1. The purpose and need for the contract: To authorize the Council President to sign the 3rd Amendment to the contract with Legacy Professional Services, LLC for continued management services for City's streetlight system.

2. The parties involved: The City, Department of Public Works and Legacy Professional Services, LLC.

3. The obligations, expectations, and deliverables of the parties involved: Legacy will continue to provide streetlight maintenance monitoring and program management for the City's streetlight system.

4. The duration of the contract: Extends from July 22, 2025 through September 21, 2025.

5. The cost and any fiscal implications of the contract for the City: No change to the \$5,768,640.00 contract amount.

6. Describe disadvantaged business enterprise (DBE) participation: This Professional Service Agreement amendment does have DBE validation Memo included provided by the Office of Supplier Diversity.