

K18-420

**AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
RICHARD C. LAMBERT CONSULTANTS, L.L.C.**

**MIS-14-03
ISAAC DRAINAGE POINT REPAIRS**

THIS AMENDMENT (the "**Amendment**") is entered into by and between the City of New Orleans, represented by Mitchell J. Landrieu, Mayor (the "**City**"), and Richard C. Lambert Consultants, L.L.C., represented herein by its duly authorized representative, Richard C. Lambert, Manager (the "**Consultant**"). The City and the Consultant are sometimes collectively referred to as the "**Parties**." This Amendment is effective as of May 5, 2018 (the "**Effective Date**").

RECITALS

WHEREAS, the City and the Consultant were parties to a Professional Service Agreement dated May 5, 2015 ("**Agreement**") for the Consultant to provide design, engineering, and construction management and inspection services for the Isaac Drainage Point Repairs Project No. MIS-14-03 (the "**Project**");

WHEREAS, on November 1, 2017, the City and the Consultant amended the Agreement for the first time to (1) extend its term to include the construction administration and inspection phase and (2) increase the maximum amount of compensation payable under the Agreement;

WHEREAS, the City and the Consultant now seek to further amend the Agreement to extend its term for continuity of services;

NOW THEREFORE, the City and the Consultant, for good and valuable consideration, agree as follows:

A. Extension: The term of the Agreement is extended for an additional one (1) year from May 5, 2018 through May 4, 2019.

B. Rate of Compensation: Section A of Article III of the Agreement, as amended, is further amended as follows:

| | |
|-------------------------------------|--------------------------|
| Phase I. Scoping | \$ 170,600.00 (Lump Sum) |
| Phase II. Design & Bidding Services | \$ 48,063.00 (Lump Sum) |
| Phase III. Construction Management: | |
| (a) Construction Administration | \$ 73,815.00 |
| (b) Resident Inspection | <u>\$ 111,288.00</u> |
| Total: | \$ 403,766.00 |

C. **Maximum Compensation:** The total maximum aggregate amount payable by the City for all services performed under this Agreement is not to exceed **FOUR HUNDRED THREE THOUSAND SEVEN HUNDRED SIXTY – SIX AND 00/100 DOLLARS (\$403,766.00)** unless this amount is increased by a validly executed amendment and the City's Department of Finance has certified the availability of the additional funding. The City's obligation to compensate the Consultant under this Agreement will not exceed the maximum aggregate amount payable at any time.

D. **Non-Solicitation Statement:** The Consultant 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 Consultant 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. **Convicted Felon Statement:** The Consultant swears that it complies with City Code §2-8 (c). No Consultant 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.

F. **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.

G. **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 on the following page)

(Remainder of this page intentionally left blank)

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

CITY OF NEW ORLEANS

BY: 

MITCHELL J. LANDRIEU, MAYOR

Executed on this 12th day of April, 2018.

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: 


RICHARD C. LAMBERT, L.L.C.

BY:

RICHARD C. LAMBERT, MANAGER

CORPORATE TAX 