

1020-408

SECOND AMENDMENT TO THE CONTRACT
BY AND BETWEEN
CITY OF NEW ORLEANS
AND
STANTEC CONSULTING SERVICES, INC.
FOR
BLUE & GREEN CORRIDORS PROGRAMMING AND DESIGN SERVICES
RFQ 500C-02349

THIS SECOND 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 Grandal, Vice President (the “**Contractor**”). The City and the Contractor are sometimes collectively referred to as the “**Parties.**” The Amendment is effective as of April 26, 2020.

RECITALS

WHEREAS, on February 26, 2018, the City issued a Request for Qualifications No. 500C-02349 seeking qualified persons to provide professional design, engineering, and construction management services for resilience, stormwater management, and/or green infrastructure relating to the St. Anthony Green Streets (the “**RFQ**”);

WHEREAS, the Contractor submitted a proposal dated March 28, 2018, and the City selected the Contractor to perform the professional services described in the RFQ;

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, add exhibit F, and update language provisions;

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

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

1. **Extension.** In accordance with Article VI, sub-section 6, of the Agreement, the term of the Agreement is extended for one year, from the Effective Date through April 25, 2021
2. **Additional Provisions:**
 - A. **Ban the Box.** The following provision is added to the Agreement as Article XXXIV, Section Q:

Q. Compliance with City's Hiring Requirements - Ban the Box.

- i. The Contractor agrees to adhere to the City's hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement, Contractor must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirements is necessary.
- ii. Failure to maintain compliance with the City's hiring requirements throughout the term of the Agreement, or to provide sufficient written reasons for deviation, is a material breach of this Agreement. Upon learning of any such breach, the City will provide the Contractor notice of noncompliance and allow Contractor thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, the Contractor remains noncompliant, the City may move to suspend payments to Contractor, void the Agreement, or take any such legal action permitted by law or this Agreement.
- iii. This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and the remaining provisions of the Agreement will remain in full force and effect.
- iv. The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

B. Invoices and Payment. To Article V: Compensation, Subsection A: Basic Services, the following language shall be added as subsections 11 and 12:

11. Invoices.

A. The Contractor must submit invoices monthly (unless agreed otherwise between the parties to this Agreement) to the City electronically, via its supplier portal, for goods or services provided under this Agreement no later than 10 calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. At a minimum, each invoice must include, at a minimum, the following information:

- a. Name of Contractor;
- b. Date of Invoice;
- c. Invoice Number;
- d. Contract or Purchase Order Number issued by the City (i.e. K#);
- e. Name of the City Department to be invoiced (i.e. City Civil Service);
- f. Description of the Services completed;

2. Invoices will be processed in accordance with this Article of the Agreement.
3. All invoices must be signed by an authorized representative of the Contractor under penalty of perjury attesting to the validity and accuracy of the invoice.
4. The City may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices.

12. Payment. Unless otherwise agreed by the City, payment terms are NET 30 days upon providing that goods and/or services described under this Agreement have been delivered, installed (if required), rendered, and/or accepted and upon receipt by the City of properly submitted invoice via the City's supplier portal.

3. Updated Exhibit. The Level of Effort Cost Proposal, marked as Exhibit F, shall be deleted and replaced in its entirety with the updated **Exhibit F** attached here.

4. 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.

5. 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.

6. 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.

7. 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.

[SIGNATURES ON NEXT PAGE]

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 9TH of April, 2020

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Andrew Gregorich

STANTEC CONSULTING SERVICES, INC.

BY: 
DANIEL GRANDAL, P.E., VICE PRESIDENT

11-2167170

FEDERAL TAX I.D. NO.

[EXHIBIT F ON NEXT PAGE]