

K20-672

THIRD AMENDMENT TO THE CONTRACT

**BY AND BETWEEN
THE CITY OF NEW ORLEANS
AND**

STANTEC CONSULTING SERVICES, INC.

RFQ NO. 500C-02349

BLUE AND GREEN CORRIDORS PROGRAMMING AND DESIGN SERVICES

THIS THIRD 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 execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, on February 26, 2018, the City issued 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 (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 Services Agreement on April 26, 2018 (the “**Agreement**”);

WHEREAS, the City and the Contractor entered into the First Amendment, effective April 26, 2019, to the Agreement to extend for time and to update provisions;

WHEREAS, the City and the Contractor entered into the Second Amendment, effective April 26, 2020, to the Agreement to extend for time and to update provisions; and

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

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

1. **Compensation.** The Compensation for Basic Fees described in Article V(A)(1)(a) of the Agreement is increased by \$546,587.98. to a total amount not to exceed \$2,774,596.98.
2. **Updated Language.** The language of the specified Articles shall be updated to read as follows:
 - A. In Article II.K.1.a., the term “Scoping Milestones-Stakeholder Meeting, Stewardship Meeting” shall be added.
 - B. In Article II.K.1.c., the term “30% Milestone-Public Meeting” shall be deleted and replaced with “30% Milestones-Visioning Community Meeting, Stewardship Meeting”.
 - C. In Article II.K.1.e., the term “60% Milestone-Public Meeting” shall be deleted and replaced with “60% Milestones-Visioning Community Meeting, Reflection Community Meeting”.
 - D. In Article II.K.1.g., the term “90% Milestone-Public Meeting” shall be deleted and replaced with “90% Milestones-Visioning Community Meeting, Reflection Community Meeting, and Stewardship Meeting”.
 - E. In Article II.K.1.i., add the language “Consultant to coordinate and hold two Stewardship Meetings, one Groundbreaking event, and one Ribbon Cutting event.”
 - F. In Article V.A.1., the language of subsection (a) shall be deleted and replaced with the following:
 - a. The Budget for construction as established by the Owner is \$35,000,000.00. Based on the State of Louisiana FP &C logarithmic formula for the year 2018 with applicable multipliers applied as appropriate to the project, the fee for Basic Services is \$2,774,596.98.
 - G. In Article V.A.1., the language of subsection (b). shall be deleted and replaced with the following:
 - b. Included in this Agreement are additional services for Scoping, Community Engagement, Topographic Survey, Geotechnical Services, Benefit Cost Analysis, and Hydrologic Modeling. The total not to exceed amount for these services is \$1,361,665.00.
 - H. In Article V: Compensation, the language of Section B: Additional Services, shall be deleted and replaced with the following:

Included in this Agreement are additional services for Scoping, Community Engagement, Topographic Survey, Benefit Cost Analysis, Hydraulic Modeling, and Geotechnical Engineering. Partial payments to the Consultant for services rendered will be made by the Owner based upon the percentage of completion of services for each service as shown in the reports of Project progress submitted to the Owner by the Consultant. The reports of progress shall show detail the status of the services, be subdivided appropriately with the estimated percentage of completion for each service, and be on a form and with a division of items as approved by the Owner. The invoice shall also show the total of previous payments on account of this Agreement and the amount due payable as of the date of the current invoice. Consultant shall provide documentation of services rendered, including but not limited to sign in sheets for community engagement meeting; copies of postcards, flyers, or brochures distributed for community engagement; draft and final topographic survey plans; draft and final analysis of benefit-cost ratio; supporting maps or graphics of area benefits; and charts and calculations of area benefits. The fee for these services totals \$1,361,665.00.

Services	Subtotal
Scoping	\$81,246.00
Community Outreach	\$320,558.00
Benefit Cost Analysis	\$124,682.00
Topographic Survey	\$415,053.00
Geotechnical Testing	\$250,194.00
Hydrologic Modeling	\$169,932.00
Additional Services Total	\$1,361,665.00

3. Additional Provisions.

1. Cost Recovery. The following is added to the Agreement as Article XXXIV, Section R:

R. Cost Recovery. In accordance with Section 2-8.1 of the Municipal Code entitled “Cost recovery in contracts, cooperative endeavor agreements, and grants,” to the maximum extent permitted by law, the Contractor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations.

2. Living Wage. The following is added to the Agreement as Article XXXIV, Section S:

S. Living Wage.

1. **Definitions.** Unless otherwise expressly provided in this Agreement, Capitalized terms used but not defined herein, shall have the definition attributed to them in Article VIII, Section 70-802 of the City Code.

2. **Compliance.** To the fullest extent permitted by law, the Contractor agrees to abide by City Code Sections 70-801, *et seq.*, which requires, in pertinent part, the following:

a. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code (“**Living Wage**”);

b. Receipt of at least seven (7) days per year of compensated leave for Covered Employees, as required by Section 70-807 of the City Code; and

c. Post notice in a prominent place regarding the applicability of the Living Wage Ordinance in every workplace in which Covered Employees are working that is within the Covered Employer's custody and control, as required by Section 70-810 of the City Code.

3. **Current Living Wage.** In accordance with the Living Wage Ordinance, the current Living Wage per the Consumer Price Index data is equal to \$11.19. The Contractor shall be responsible for confirming the Current Living Wage by visiting <https://www.nola.gov/economic-development/workforce-development/>.

4. **Adjusted Living Wage.** In accordance with Section 70-806(2) of the City Code, the Contractor acknowledges and agrees that the Living Wage may be increased during the term of the Agreement. Any City contract or City financial assistance agreement (a) extending from one calendar year into the next or (b) with a term of longer than one year, inclusive of any renewal terms or extensions, shall require the Covered Employer to pay the Covered Employee an Adjusted Living Wage, accounting for the annual Consumer Price Index adjustment. The indexing adjustment shall occur each year on July 1st using the Consumer Price Index figures provided for the calendar year ended December 31st of the preceding year, and thereafter on an annual basis.

5. **Subcontract Requirements.** As required by Section 70-804 of the City Code, the Contractor, beneficiary, or other Covered Employer, prior to entering into a subcontract, shall notify subcontractors in writing of the requirements and applicability of Article VIII – The Living Wage Ordinance (“**Article**”). City contractors and beneficiaries shall be deemed responsible for violations of this Article by their subcontractors.

6. **Reporting.** On or before January 31st and upon request by the City, the Contractor shall identify (a) the hourly wage earned by the lowest paid Covered Employee and (b) the number of days of compensated leave received by Covered Employees earning less than 130% of the then-prevailing wage during the current term of the Agreement, and provide the identified information to the following:

Office of Workforce Development

Living Wage - Compliance
1340 Poydras Street – Suite 1800
New Orleans, Louisiana 70112

7. **Compliance Monitoring.** Covered Employers under this Agreement are subject to compliance monitoring and enforcement of the Living Wage requirements by the Office of Workforce Development (the “OWD”) and/or the Chief Administrative Office (“CAO”). Covered Employers will cooperate fully with the OWD and/or the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements. Steps and actions include, but are not limited to, requirements that: (i) the Contractor will cooperate fully with the OWD and the CAO and other City employees and agents authorized to assist in the administration and enforcement of the Living Wage requirements; (ii) the Contractor agrees that the OWD and the CAO and their designees, in the performance of their duties, shall have the right to engage in random inspections of job sites and to have access to the employees of the Contractor, payroll records and employee paychecks; and (ii) that the City may audit such records of the Contractor as he or she reasonably deems necessary to determine compliance with the Living Wage standards.

8. **Remedies.** If the Contractor fails to comply with the Living Wage requirements during the term of the Agreement, said failure may result in termination of the Agreement or the pursuit of other remedies by the City, including, but not limited to, the penalties and enforcement mechanisms set forth in Section 70-811 of the City Code.

3. **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.
4. **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.
5. **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.
6. **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 CONTAINED ON NEXT PAGE]

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

CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

Executed on this 11th of August, 2020

FORM AND LEGALITY APPROVED BY:
Law Department

BY: 

Printed Name: Andren Gregorian

STANTEC CONSULTING SERVICES, INC.

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


FEDERAL TAX I.D.