

K19-058

FIRST AMENDMENT TO THE CONTRACT
BY AND BETWEEN
CITY OF NEW ORLEANS
AND
BATTURE, LLC

RFQ 500C-02348

ST. ANTHONY GREEN STREETS – PROGRAM AND DESIGN SERVICES

THIS FIRST AMENDMENT (the “Amendment”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “City”), and Batture, LLC, represented by Jennifer Snape, P.E., Principal (the “Consultant”). The City and the Contractor are sometimes collectively referred to as the “Parties.” The Amendment is effective as of April 26, 2018 (the “Effective Date”).

RECITALS

WHEREAS, on February 26, 2018, the City issued Request for Qualifications No. 500C-02348 seeking a 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 Consultant submitted a proposal dated April 4, 2018, and the City has selected the Consultant to perform the professional services described in the RFQ;

WHEREAS, the City and Consultant entered into a Professional Services Agreement on April 26, 2018 (the “Agreement”); and

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the term and to updated and add essential 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 19 of Attachment B: Contract Terms and Conditions of the RFQ, the term is extended for one year from April 26, 2019 through April 25, 2020.

2 Additional Exhibit. The Consultant Cost Proposal is attached herein and expressly incorporated into the Agreement as **Exhibit F**.

3 Updated Language. The language of the specified Articles shall be updated to read as follows:

- A. In the second Whereas clause, delete “proposal” and replace with “a statement of qualifications.”
- B. In Article II(B)3, the term “Additional Services” shall be deleted and replaced with “As Needed Services.”
- C. In Article II(H)(2)(d)(2), the subsection number for the paragraph beginning with, “Maintain and submit to the Owner . . .” shall be changed from “i” to “e” so this subsection becomes Article II(H)(2)(e).
- D. In Article II(H)(2)(d)(2), the subsection number for the paragraph beginning with, “Submit a CD containing digital files . . .” shall be changed from “ii” to “f” so this subsection becomes Article II(H)(2)(f).
- E. In (now) Article II(H)(2)(e), the term “Additional Services” shall be deleted and replaced with “As Needed Services.”
- F. In Article II(L), all references to “Additional Services” shall be deleted and replaced with “As Needed Services.”
- G. In Article V(A)(1)(g)(ii), the term “Additional Services” shall be deleted and replaced with “As Needed Services.”
- H. In Article V(A)(7), the term “Additional Services” shall be deleted and replaced with “As Needed Services.”
- I. In Article V(C), the term “Additional Services” shall be deleted and replaced with “As Needed Services.”
- J. The language of Section B: Additional Services of Article V: Compensation shall be deleted and replaced with the following:
 - B. Payment to the Consultant for Additional Services shall be made per the Consultant’s Fee Proposal.
- K. **Records Retention and Access.** The language of Section B of Article VIII: Records Retentions and Access shall be deleted and replaced with the following:
 - The Consultant shall retain all records connected with this Agreement for **five years** from the official date of the closeout of the grant.
- L. **Non-Discrimination.** The language of Sections A and B of Article XV: Non-Discrimination shall be deleted and replaced with the following:
 - A. Equal Employment Opportunity.** In all hiring or employment made possible by, or resulting from this Agreement, there (1) will not be any discrimination against any employee or applicant for employment because of race, color,

religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure that the Consultant's employees are treated during employment without regard to their race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. Non-Discrimination. In the performance of this Agreement, the Consultant will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with the Consultant in any of Consultant's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Consultant. The Consultant agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

4 Additional Provision. The following language shall be added to Article V: Compensation as **Section E: As Needed Services.**

E. Payment to the Consultant for As Needed Services shall be made on the basis of the Consultant's and the Consultant's subconsultant's current hourly billing rates offered to preferred clients, which rates are listed in the Consultant Cost Proposal (Exhibit F). No additional surcharges shall be added to the Owner-approved As Needed Services hourly billing rates, whether for overhead, profit, or anything else.

5 Price. The City and the Contractor reaffirm the price proposal submitted by the Contractor in response to the City's RFQ.

6 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.

7 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.

8 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.

9 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]

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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: *L. Cantrell*
LATOYA CANTRELL, MAYOR

Executed on this 28 of February, 2019

FORM AND LEGALITY APPROVED:
Law Department

By: *A. Gregorian*

Printed Name: Andrew Gregorian

BATTURE, LLC

BY: *Jennifer Snape*
JENNIFER SNAPE, P.E., PRINCIPAL

[PERFORMANCE AND PAYMENT BONDS ATTACHED SEPARATELY]

[Exhibit F Attached Separately]

