

K19-158

FIRST AMENDMENT TO THE CONTRACT
BY AND BETWEEN
CITY OF NEW ORLEANS
AND
STANTEC CONSULTING SERVICES, INC.

RFQ 500C-02349

BLUE & GREEN CORRIDORS PROGRAMMING 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 Stantec Consulting Services, Inc., represented by Dan Grandal, Vice President (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-02349 seeking a qualified persons to provide professional design, engineering, and construction management services for resilience, stormwater management, and/or green infrastructure-blue and green corridors (the "RFQ");

WHEREAS, the Consultant submitted a proposal dated March 28, 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 into this Amendment to modify the language 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 Article II(B)3, the term “Additional Services” shall be deleted and replaced with “As Needed Services.”
- B. 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).
- C. 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).
- D. In (now) Article II(H)(2)(e), the term “Additional Services” shall be deleted and replaced with “As Needed Services.”
- E. In Article II(L), all references to “Additional Services” shall be deleted and replaced with “As Needed Services.”
- F. In Article V(A)(1)(g)(ii), the term “Additional Services” shall be deleted and replaced with “As Needed Services.”
- G. In Article V(A)(7), the term “Additional Services” shall be deleted and replaced with “As Needed Services.”
- H. In Article V(C), the term “Additional Services” shall be deleted and replaced with “As Needed Services.”
- I. 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.
- J. **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.
- K. **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.

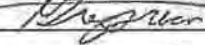
CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR


Executed on this 28 of February, 2019

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Andrew Gregorian

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

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[Exhibit F Attached Separately]

Task Number	Task Description	Labor Hours By Personnel Category												Total Hours	Total Labor Charges	Other Direct Costs	Other Subcontractants Costs	Total Fee (Labor + TODC)	Assignment	
		1	2	3	4	5	6	7	8	9	10	11	12							
Date		\$266	\$210	\$190	\$156	\$101	\$83	\$127	\$84	\$32	\$182									
001A	Project Scoping & Pre-Design																			
	1.0 Initial Scoping Meeting	2	20	8	8		8		8		2	2	48	\$7,900	\$0	\$0	\$7,900			
	1.1 Visioning Exercise	8	40	10	4	10	4	10	4	10	4	82	\$14,626	\$0	\$0	\$14,626				
	1.2 Project Scope Report	8	60	40	40	30	20	8	16	182	16	182	\$30,554	\$0	\$0	\$30,554				
	1.3 Project Scoping Workshop	8	70	40	40	30	20	8	2	158	2	158	\$28,166	\$0	\$0	\$28,166				
	Subtotal	26	190	98	0	0	78	0	46	16	16	470	\$81,246	\$0	\$0	\$81,246				
001B	Community Engagement																			
	1.4 Public Meetings (30, 60, 90, and Pre Construction)	8	32	20	20	20	4	16	4	120	4	120	\$18,344	\$500	\$0	\$18,844				
	1.5 Public Engagement Booths at Local Events	8	40	20	20	40	4	4		132		132	\$20,500	\$2,000	\$0	\$22,500				
	1.6 Public Design Activities	8	60	20	40	60	4	4		188		188	\$28,268	\$3,000	\$0	\$31,268				
	1.7 Community Meetings	16	32	20	20	32	4	4		128		128	\$20,556	\$1,000	\$0	\$21,556				
	1.8 Workshop/Cherrettes	16	32	20	20	32				120		120	\$19,836	\$1,000	\$0	\$20,836				
	1.9 Online Engagement	8			100					108		108	\$11,780	\$1,000	\$0	\$12,780				
	1.10 Future Envisioned Community Engagement Strategies	20	100	50	100	50	20	20		460		460	\$69,770	\$30,000	\$0	\$99,770				
	Subtotal	76	304	150	100	270	284	0	44	28	0	1,256	\$189,054	\$38,500	\$0	\$227,554				
002A	Conceptual & Schematic Design (0-30%)																			
	2.3 Conceptual Project Report (10%)	75	620	200	200	80	150	375	80	1,780	80	1,780	\$282,440		\$0	\$282,440				
	2.4 Conceptual Cost Estimate (10%)	8	20	20	20	20				148		148	\$27,688		\$0	\$27,688				
	2.5 Project Schematic Report (30%)	90	700	250	250	90	180	450	90	2,100	90	2,100	\$332,010		\$0	\$332,010				
	2.6 Design Review Committee (30%)	2	8		8	8	4	4	4	26		26	\$3,692		\$0	\$3,692				
	Subtotal	175	1,348	470	470	170	338	0	829	174	80	4,054	\$645,830	\$0	\$0	\$645,830				
002B	Survey																			
	2.7 High Priority Streets Topographical Survey											0	\$0	\$367,053	\$0	\$367,053				
	2.8 Medium Priority Streets Topographical Survey											0	\$0	\$161,233	\$0	\$161,233				
	2.9 Playground Areas Topographical Survey											0	\$0	\$11,900	\$0	\$11,900				
	2.10 Complete Streets Topographical Survey											0	\$0	\$142,992	\$0	\$142,992				
	Subtotal	0	0	0	0	0	0	0	0	0	0	0	\$0	\$683,178	\$0	\$683,178				
002C	Geotechnical Analysis																			
	2.11 High Priority Area Geotechnical Analysis and Report											0	\$0	\$84,357	\$0	\$84,357				
	2.12 Medium Priority Area Geotechnical Analysis and Report											0	\$0	\$39,719	\$0	\$39,719				
	2.13 Playground Areas Geotechnical Analysis and Report											0	\$0	\$22,049	\$0	\$22,049				
	2.14 Complete Streets Area Geotechnical Analysis and Report											0	\$0	\$18,948	\$0	\$18,948				
	Subtotal	0	0	0	0	0	0	0	0	0	0	0	\$0	\$165,073	\$0	\$165,073				
002D	Hydraulic Modeling Services																			
	2.14 30% Hydraulic Model and Report	16	40	80	80	30	20	16	20	202	16	202	\$34,118	\$0	\$0	\$34,118				
	2.15 60% Hydraulic Model and Report	16	70	160	60	30	30	40	30	376	30	376	\$61,696	\$0	\$0	\$61,696				
	2.16 90% Hydraulic Model and Report	16	40	80	30	20	16	20	16	202	16	202	\$34,118	\$0	\$0	\$34,118				
	Subtotal	48	150	320	170	80	62	0	80	62	0	780	\$129,932	\$0	\$0	\$129,932				
003	Environmental Services (if requested)																			
	3.1 To Be Determined if requested	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0				
	Subtotal	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0				
004A	Design Development (30-60%)																			
	4.1 Preliminary Design Report	8	60	40	500	175	280	350	700	70	8	182	\$30,554	\$0	\$0	\$30,554				
	4.2 Preliminary Plans (60%)	8	20	20	20	4	4	4	4	80	4	80	\$27,688	\$0	\$0	\$27,688				
	4.3 Preliminary Construction Cost Estimate	4	16	16	16	8	8	8	4	44	4	44	\$8,212	\$0	\$0	\$8,212				
	4.4 Plan-in-hand Meeting	2	8		8	8	4	4	4	28		28	\$3,692	\$0	\$0	\$3,692				
	4.5 Design Review Committee (60%)	182	704	578	520	175	322	350	724	86	96	3,735	\$589,471	\$0	\$0	\$589,471				
	Subtotal	182	704	578	520	175	322	350	724	86	96	3,735	\$589,471	\$0	\$0	\$589,471				

STANTEC PROJECT MANAGEMENT SYSTEM (SPMS) - TASK COST REPORT													Assigned:				
Client/Project	City of New Orleans - Department of Public Works Blue and Green Corridors												Personnel Categories:				
													CAD Technician				
Project													Administrative				
													Specialist- Cost Estimator or Architect				
Project Mgr.	Will Bane																
	30-May-18																
Start Date																	
	See Proposal																
Scope																	
Task Number	Task Description	Labor Hours By Personnel Category												Total Labor Charges	Other Direct Costs	Other Subcontractants Costs	Total Fee (Labor + TODC)
		1	2	3	4	5	6	7	8	9	10	Total Hours					
		\$266	\$210	\$190	\$158	\$101	\$95	\$127	\$58	\$52	\$100						
004B	60% BCA Report & O&M Plan																
	4.6 BCA Report (60%)	4	60	10	70	70	70	70	8	8							\$34,010
	4.7 O&M Plan (60%)	4	60	40	60	20	60	24	24								\$40,672
	Subtotal	4	60	10	70	0	70	0	8	0	8	0	222			\$0	\$74,682
005A	Final Design and Construction Document (60-90%)																
	5.1 Advanced Check Plans	120	450	450	400	160	200	300	600	70							\$407,620
	5.2 Final Design Report	8	60	40	40	30	20	8	16								\$30,554
	5.3 Final Specifications	20	80	80	40	40	8	8									\$48,416
	5.4 Final Construction Cost Estimate	8	20	20	20	8	4	4									\$27,688
	5.5 Design Review Committee (90%)	2	8														\$3,692
	Subtotal	128	510	490	400	160	230	300	620	78	16	16	2,932			\$0	\$517,970
005B	Bidding Phase																
	5.6 Bid Support (Addenda, Question Response)	16	80	55	20	20	20	10	24								\$41,674
	5.7 Bid Review and Recommendation	4	8					8	2								\$3,840
	Subtotal	20	88	55	20	20	20	0	10	32	2	267			\$0	\$45,514	
006A	Construction Phase/Closeout																
	6.1 Pre-Construction Meeting	4	16	16			4		4								\$8,212
	6.2 Progress Meetings	40	250	200	200	160	160	40	40								\$120,020
	6.3 Review and Track Submittals	8	130	200	200	160	160	80	80								\$89,988
	6.4 Review and Track RFIs	32	160	200	200	190	80	80	80								\$106,902
	6.5 Site Visits	15	80	80	160	80	80	40	40								\$48,230
	6.6 Review Quantities and Pay Applications	8	80	80	150	150	80	20	80								\$37,758
	6.7 As-Built Drawings	8	40	60	80	80	20	80	8								\$38,404
	Subtotal	52	396	616	0	0	324	0	124	0	1,312	0	1,312			\$0	\$449,514
006B	Resident Inspection Services																
	6.7 To Be Determined if requested	0	0	0	0	0	0	0	0	0	0	0	0				\$0
	Subtotal	0	0	0	0	0	0	0	0	0	0	0	0			\$0	\$0
Grand Total		511	2,756	1,624	1,160	735	1,092	350	1,723	374	192	10,517	2,703,213			38,500	\$3,589,964