K25-174

# SEVENTH AMENDMENT TO THE AGREEMENT
# BY AND BETWEEN
# THE CITY OF NEW ORLEANS
# AND
# STANTEC CONSULTING SERVICES, INC.
# FOR
# ST. BERNARD CAMPUS STORMWATER RESILIENCE PROJECT

## RFP NO. 2285-02258

**THIS SEVENTH 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 April 25, 2025 (the "**Effective Date**").

## RECITALS

**WHEREAS**, the City and the Contractor entered into a Professional Service Agreement on April 25, 2018 (the "**Agreement**");

**WHEREAS**, the City and the Contractor entered into the First Amendment to extend the term for one year, add Exhibit F, and update terms and provisions;

**WHEREAS**, the City and the Contractor entered into the Second Amendment to extend the term for one year and update terms and provisions;

**WHEREAS**, the City and the Contractor entered into the Third Amendment to extend the contract for one year and update terms and provisions; and

**WHEREAS**, the City and the Contractor entered into the Fourth Amendment in to extend the contract for one year and update terms and provisions; and

**WHEREAS**, the City and the Contractor entered into the Fifth Amendment to extend the term for one year for continuity of services, update and add terms and provisions; and

**WHEREAS**, the City and the Contractor entered into the Sixth Amendment to extend the term for one year for continuity of services, and to update essential terms and provisions; and

**WHEREAS**, the City and the Contractor, each having the authority to do so, desire to enter into this Amendment to extend the term to align with the estimated construction completion date, to increase compensation, and to update the language and essential terms and provisions.

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

1. **Extension.** The term of the Agreement is extended two years, from the Effective Date through April 24, 2027.

2. **Increased Funding.**

   a. **Additional Services**. The City is increasing compensation for Resident Inspection by $683,280. This change increases the Total Additional Services total to $1,268,423.

3. **Updated Language.** The language in the Agreement of Article II(G): Construction Phase, Article II(H): Closeout Phase, and Article II(I): Warranty Phase shall be deleted and replaced in their entirety with the following:

**G. CONSTRUCTION ADMINISTRATION**

The Construction Administration Phase will commence with the award of the Construction Contract(s) for the entire project. The services to be performed during construction shall consist of, but may not be limited to, the following:

- Attend pre-construction meeting and prepare meeting agenda and minutes;
- Review, respond, and track material submittals, approve, or take other action, for shop drawings and samples which the Construction Contractor is required to submit (as warranted);
- Obtain a pre-construction video from the Construction Contractor and review it prior to work commencing (if available);
- Review, track, and respond to contractor Requests for Information ("RFIs") within 10 calendar days from receipt;
- Address technical issues arising during construction;
- Conduct progress meetings (weekly or more often as needed) and provide meeting minutes per Article II(J), including summary of action items, to the Department within three (3) working days;
- Perform weekly site visits (or more often as needed);
- Recommend work be rejected while in progress if not in accordance with contract documents and threatens integrity of the design concept;
- Issue necessary interpretations and clarifications of the contract documents and specifications as appropriate (field orders);
- Evaluate and recommend the acceptability of substitute or "or-equal" materials and equipment proposed by the Construction Contractor;
- Review quantities and develop a draft pay application with the Construction Contractor for review by the Department;

- Review final pay applications for Construction Contractor invoicing and recommend payment;
- Prepare the Independent Cost Estimate ("ICE") and Cost Reasonableness Analysis ("CRA") for all field changes and plan changes for approval by the City; and
- Review and approve Project schedule.

A Louisiana-registered Civil Engineer, Architect, and/or Landscape Architect shall oversee the relevant Services. Such personnel shall be qualified for their assignments and shall be approved by the City.

All documents submitted to the City must be signed by the Engineer's Louisiana-registered Civil Engineer, Architect, and/or Landscape Architect assigned to oversee the relevant Services.

All documents shall be submitted within the time period specified by the City.

The Engineer shall observe the progress of the Project as required, with particular emphasis on the requirements of the General and Special Specifications relative to the timely review of submittals, shop drawings and samples, value engineering proposals, and evaluation of substitute materials.

The Engineer shall, in a timely manner, notify the City, through the Director of the Department or the Director's Authorized Representative of all problems that may impact the Project's cost or construction time.

The Engineer will not be responsible for and will not have control or charge of construction means and methods in connection with the work. These duties and responsibilities are exclusively the Construction Contractor's obligation.

The Engineer shall document site visits via weekly written reports and/or via other submission platforms, with photographs. Photographs should be taken from the same angle or site positions each week to document project progression, including a panoramic view of the site. Each photo shall contain information that identifies the date, location, project ID, work being performed and/or defect requiring correction.

The Department will have the authority to reject work based on the Engineer's recommendations that does not conform to the Construction Documents. The Department and the Engineer may require special inspections for testing of the work at any stage of preparation or completion.

The Engineer will not authorize or direct the Construction Contractor to deviate from the plans and specifications without written approval from the City, through its Director of the

Department or the Director's Authorized Representative. The Engineer is not responsible for any costs incurred because of delays in obtaining written authorization by the Department for changes in the plans and/or specifications by the Department or other outside agencies like the Sewerage and Water Board of New Orleans (SWB).

The Engineer shall submit all required documentation and process plan changes in a timely manner.

The Engineer shall submit to the Director or the Director's Authorized Representative for written approval within two (2) working days after signature by the Construction Contractor with the associated ICE and CRA, any plan change that increases the Project's cost or time required prior to the work being authorized. Should the Engineer approve a field change or plan change, which increases the Project's cost or time required, without prior written approval by the Director or the Director's Authorized Representative, the Engineer shall be liable for the increased cost. The Department personnel (designee) authorized to approve such plan changes shall include the Director and Project Manager assigned to the Project.

The Engineer shall be responsible for the payment of any costs associated with the recordation of this Agreement and as well as for the payment of any costs associated with the recordation of any amendment when recordation of such is required.

The Engineer shall verify all pay items of work; quantities completed and prepare and submit partial and final requests for payment on City's forms and/or via other submission platforms for work satisfactorily completed by the Construction Contractor. Quantities shall be derived from the plans and any approved plan change(s).

The preparation of the Construction Contractor's monthly pay request consists of coordinating with the Construction Contractor on quantities in place and submitting to the Department completed pay request form "STS 651" (signed by the Construction Contractor and the Engineer) and form "E-14 Weather and Working Day Report" (signed by the Construction Contractor and the Engineer).

The Construction Contractor will be responsible for preparing its invoice and will submit each invoice directly to the Engineer. The Construction Contractor's monthly pay request consists of the monthly pay request form "STS 651" and "E-14 Weather and Working Day Report", both of which shall be signed by the Construction Contractor and the Engineer. The Engineer shall certify the Construction Contractor's monthly pay request and submit it to the Department for payment within three (3) working days after the Construction Contractor has submitted the signed the invoice OR after the 5th day of the month. Project diary and weekly progress reports shall be submitted within three (3) working days after the 5th day of each month.

In addition to the above services, the Engineer shall develop and coordinate the activities of the testing laboratory designated by the Department to ensure that all materials entering the Project, and the performance of the constructed features, are in accordance with the Project Construction Documents (plans and specifications), Federal, and/or the State's requirements, and the testing budget. The Engineer is responsible for managing the Project budget including testing. The Engineer shall notify the City in advance of the funding running out.

The Engineer shall review all testing reports as submitted by the testing laboratory and shall report to the Department if any of the work or material is not in conformance with the Project's Construction Documents based upon test results. The Engineer shall review reports prepared by the testing laboratory for accuracy. The Engineer shall review and make recommendation for approval of pay requests for the testing laboratory for consistency with the testing performed.

Phase V(a) Deliverables:

1. Prepare and Maintain Weekly Construction Field Observation Reports and Records and submit weekly to the Department and to the Construction Contractor;
2. Provide Weekly Construction Progress Meeting Minutes within three (3) working days;
3. Submit weekly written reports, with photographs;
4. Submit Monthly Pay Requests, Schedule Updates, and Weather Reports three (3) working days of receipt from the Construction Contractor;
5. Prepare Field Change and Plan Change Requests with associated ICE and CA within 30 days from notification of additional cost or additional days are requested and deemed acceptable;
6. Non-Conforming Materials Notifications;
7. Review all reports from Testing Laboratory and recommend to the City a course of action based upon Engineer's review;
8. Recommendation for Approval of Testing Laboratory Pay Request; and
9. Assist the City in maintaining the Testing Budget by determining when such testing will be required in accordance with the General and Special Specifications.

## H. CONSTRUCTION CLOSE OUT AND WARRANTY PERIOD

When notified by the Construction Contractor that, in its opinion, the Project is substantially complete, the Engineer shall verify the Construction Contractor's claim and, if the Engineer concurs, schedule a final walk-through. The Engineer shall conduct and invite all stakeholders to this walk-through. Immediately following the walk-through, the Engineer shall develop a substantial completion punch-list of remaining items with associated costs.

The Engineer shall schedule a final inspection, including any tests of operation. If the Engineer finds all things are satisfactory after completion of this inspection, the Engineer shall

recommend acceptance of the Project to the Director, shall prepare an overrun/underrun statement, and establish the need, if necessary, to impose liquidated damages on the Construction Contractor. The Engineer shall conduct and invite all stakeholders to the final inspection.

Upon completion of this Phase, the Engineer shall submit Record ("As-Built") Drawings of the Project in hard copy and in an electronic format compatible with the Department's CAD and software systems.

Notwithstanding a potential warranty period on other aspects, the Engineer shall conduct monthly inspections during the three (3) year warranty period and provide the Department with detailed quarterly reports with photographs depicting all deficiencies and listing corrective actions for which the Construction Contractor is responsible. The last inspection shall occur thirty-five (35) months from the date of substantial completion.

Phase V(b) Deliverables:

1. Develop a Substantial Completion Punch-list with Associated Costs;
2. Record ("As-Built") Drawings;
3. Final Inspection Report with Project Acceptance Recommendation;
4. Overrun/Underrun Statement; and
5. Monthly Warranty Inspection Reports submitted to the Department quarterly and thirty-five (35) months from the date of substantial completion.

## I. INSPECTION, REPORTING, AND VERIFICATION

The Department may also choose to require the Engineer to provide Resident Inspection services. The field construction inspector(s) duties shall consist of, but may not be limited to, the following in accordance with City standards:

- Observe construction at all times while the Construction Contractor is on-site;
- Inspect, measure, and track (eligible) work completed for pay requests approved by the Construction Contractor and the Engineer and provide this information to the City;
- Notify the Construction Contractor and the Engineer if observe that any work may adversely affect utilities, adjacent areas and/or property, etc.;
- Prepare daily field reports, and/or field books on City's forms and/or via other submission platforms;
- Photograph and/or document work progress on a daily basis for use in the Engineer's weekly reports and in social media posts by the City;
- Document and coordinate with the City, the Engineer, and any secondary agencies for unforeseen items encountered during construction;
- Notify SWB in a timely manner of any drainage, sewer, or water line damages so that such facilities may be properly inspected;

- Notify any other utilities in a timely manner of any facility damages so that such facilities may be properly inspected;
- Coordinate with and monitor work performed by material testing agency, utilities, and other on-site visitors as required;
- Assist the Engineer in the preparation of memorandums or documentation required for field changes or plan changes;
- Verify that Construction Contractor providing adequate traffic control and site safety procedures;
- Prepare incident reports; and
- Notify the City, the Engineer, and Construction Contractor of any safety concerns and potential impacts to the public.

Field construction inspector(s) experienced in roadway and infrastructure construction shall be provided and be on the Project site at all times when construction work is being performed. Such personnel shall be qualified for their assignments and shall be approved by the Department.

During construction, the Engineer and the field construction inspector shall maintain all construction field records normally maintained by the Department. Entries shall be made daily in the Project diary to indicate the Engineer's personnel on the Project, as well as, the forces of the Construction Contractor, the Construction Contractor's equipment, and the work performed.

The field construction inspector shall continually observe the progress of the Project, with particular emphasis on Project site safety and the requirements of the General and Special Specifications relative to the timely rejection of all nonconforming work and materials, the applications of the work forces to particular portions of the work, the conformance of the work to the Construction Contractor's schedule, the timely prosecution of the work and perform any required interviews of the Construction Contractor.

The field construction inspector shall document all pay items of work and quantities completed. Quantities shall be derived from the plans unless otherwise directed.

All documents submitted to the Department must be signed by the Engineer's Louisiana-registered Civil Engineer assigned to oversee Phase V Services.

All reports shall be submitted within the time period specified by the Department.

The Engineer shall notify the Department immediately of all problems that may impact the Project's cost or construction time.

The Engineer and the field construction inspector shall cooperate with the City and any other contractors providing services to the City as needed.

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 CONTAINED ON NEXT PAGE]**

**[The remainder of this page is intentionally left blank.]**

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

**CITY OF NEW ORLEANS**

**BY:** _____ FOR _____
**LATOYA CANTRELL, MAYOR**

**Executed on this** 27th **of** March**, 2025**

**FORM AND LEGALITY APPROVED:**
**Law Department**

**By:** _____

**Printed Name:** Andrew Gregorich

**STANTEC CONSULTING SERVICES, INC.**

**BY:** _____
**DAN J. GRANDAL, P.E., PRINCIPLE**

_____
**FEDERAL TAX I.D.**