

K21-1014

FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT

BY AND BETWEEN

CITY OF NEW ORLEANS

AND

FREESE AND NICHOLS, INC.

RFQ NO. 96

DILLARD WETLANDS 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 Freese and Nichols, Inc., represented by Nina Reins, New Orleans Location Manager (the “**Contractor**”). The City and the Contractor are sometimes collectively referred to as the “**Parties**.” The Amendment is effective as of August 24, 2021 (the “**Effective Date**”).

RECITALS

WHEREAS, on August 24, 2021, the City and the Contractor entered into a Professional Services Agreement to provide professional design, engineering, and construction management services for resilience, stormwater, management, and/or green infrastructure;

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the term for continuity of services and update provisions;

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 F, of the Agreement, the term of the Agreement is extended for one year, from the Effective Date through August 23, 2022.

2. Amended Provision.

A. Living Wages. The text of Article XXXI, Sections 3 and 4, are deleted in their entirety and replaced with:

3. Living Wage. In accordance with the Living Wage Ordinance, Living Wage shall be as follows:

1. \$11.19 per hour for any work performed on or before December 31, 2021;
2. \$13.25 per hour for any work performed on or before December 31, 2022;

3. \$15.00 per hour for any work performed on or before December 31, 2023; and
 4. \$15.00 per hour plus any adjustment provided in subsection D below for any work performed during calendar year 2024 or thereafter.
4. **Adjusted Living Wage.** In accordance with Section 70-806(2) of the City Code, the Living Wage shall be annually adjusted for inflation, as defined by the Consumer Price Index calculated by the U.S. Bureau of Labor Statistics as applied to the South Region, except that in no instance shall the Living Wage be adjusted downward. The first adjustment shall become effective on January 1, 2024 using the Consumer Price Index figures provided for the preceding year, and thereafter on an annual basis.

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 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.

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 remain in full force and effect.

6. **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 18th of August, 2021.

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy Myles

FREESE AND NICHOLS, INC.

BY: 
NINA REINS, NEW ORLEANS LOCATION MANAGER

[REDACTED]
FEDERAL TAX I.D. NO.