

1022-364

FOURTH 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 FOURTH 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, 2022 (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, each having the authority to do so, desire to enter this Amendment to extend the term for one year, increase funding, and update terms and provisions.

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

- 1. Extension.** In accordance with Article VI, sub-section 6, of the Agreement, the term is extended for one year, from the Effective Date through April 24, 2023.

2. Past Term Correction. The Parties acknowledge a typographical error with respect to the Effective Date of the First Amendment, which carried through into subsequent amendments. Therefore, the Parties correct the term of each Amendment as follows: First Amendment's term: April 25, 2019 – April 24, 2020. Second Amendment's term: April 25, 2020 – April 24, 2021. Third Amendment's term: April 25, 2021 – April 24, 2022.

3. Increased funding.

- A. **Basic Services.** The budget for Basic Services is increased by \$440,631.00. This change increases the Basic Services total to \$1,057,449.00.
- B. **Additional Services.** The funding for the following line items is increased as specified:
 - i. Community Outreach (now Community Engagement) is increased by \$139,514.00 to \$209,632.00.
 - ii. Benefit Cost Analysis is increased by \$44,554.00 to \$78,586.00.
 - iii. Topographic Survey is increased by \$98,726.00 to \$173,494.00.
 - iv. Geotechnical Testing is increased by \$24,801 to \$67,033.00.These four changes (a-d) combined increase the Total Additional Services by \$307,595.00 to \$585,143.00.

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

- A. To Article II.K.1.a., add the following as the fourth black bullet point:
“Milestones – Hold one Stakeholder Meeting and one Stewardship Meeting. (*Lead: Consultant.*)”
- 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 three Stewardship Meetings”.
- 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 V.A.1.a shall be deleted and replaced with the following:

a. The Budget for construction as established by the Owner is \$12,977,033.18. The fee for Basic Services is \$,1,057,449.00.

G. In Article V.A.1., the language of V.A.1.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, Hydrologic Modeling, Benefit Cost Analysis, and Environmental Services. 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 total not to exceed amount for these services is \$585,143.

H. Special Conditions for HUD Contracts. The language of Article XXXIV, Section L, of the Agreement shall be deleted in its entirety and replaced with:

The "HUD Compliance Provisions for Professional Services Contracts" attached as Exhibit E to this Agreement are expressly incorporated into the Agreement.

I. Living Wages. The language of Article 2(C) of the Third Amendment, Living Wages, shall be deleted in its entirety and replaced with the following:

ARTICLE - LIVING WAGES

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

B. 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:

1. Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code ("Living Wage");
2. 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
3. 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.

C. 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.

D. 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.

E. 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.

F. 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

G. Compliance Monitoring. Covered Employers under this Amendment 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 (iii) 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.

H. Remedies. If the Contractor fails to comply with the Living Wage requirements during the term of the Amendment, 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.

5. **Deleted Exhibit.** Exhibit F, which was introduced through the First Amendment, has been deleted from the Agreement with respect to its existence and effect.
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.

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[SIGNATURES CONTAINED ON NEXT PAGE]

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

CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

Executed on this 18th of April, 2022.

FORM AND LEGALITY APPROVED:
Law Department

By: 

Printed Name: Tracy Wile

STANTEC CONSULTING SERVICES, INC.

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


FEDERAL TAX I.D.

Stantec Task	Description	Amount
2A	Conceptual/Schematic	\$ 27,404.00
4A	Design Development	\$ 41,107.00
5A	Final Design and CDs	\$ 223,272.00
5B	Bid Phase	\$ 37,212.00
6A	Construction Administration	\$ 111,636.00
		\$ 440,631.00