

1020-408

SECOND AMENDMENT TO THE CONTRACT
BY AND BETWEEN
CITY OF NEW ORLEANS
AND
STANTEC CONSULTING SERVICES, INC.
FOR
BLUE & GREEN CORRIDORS PROGRAMMING AND DESIGN SERVICES

RFQ 500C-02349

THIS SECOND 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 "**Contractor**"). The City and the Contractor are sometimes collectively referred to as the "**Parties**." The Amendment is effective as of April 26, 2020.

RECITALS

WHEREAS, on February 26, 2018, the City issued a Request for Qualifications No. 500C-02349 seeking 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 Contractor submitted a proposal dated March 28, 2018, and the City selected the Contractor to perform the professional services described in the RFQ;

WHEREAS, the City and the Contractor entered into a Professional Service Agreement on April 26, 2018 (the "**Agreement**"); and

WHEREAS, the City and the Contractor entered into the First Amendment effective as of April 26, 2019, to extend the contract for one year, add exhibit F, and update language provisions;

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the term and update 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 VI, sub-section 6, of the Agreement, the term of the Agreement is extended for one year, from the Effective Date through April 25, 2021

2. **Additional Provisions**:

A. **Ban the Box**. The following provision is added to the Agreement as Article XXXIV, Section Q:

Q. Compliance with City's Hiring Requirements - Ban the Box.

- i. The Contractor agrees to adhere to the City's hiring requirements contained in City Code Sections 2-8(d) and 2-13(a)-(f). Prior to executing this Agreement, Contractor must provide a sworn statement attesting to its compliance with the City's hiring requirements or stating why deviation from the hiring requirements is necessary.
- ii. Failure to maintain compliance with the City's hiring requirements throughout the term of the Agreement, or to provide sufficient written reasons for deviation, is a material breach of this Agreement. Upon learning of any such breach, the City will provide the Contractor notice of noncompliance and allow Contractor thirty (30) days to come into compliance. If, after providing notice and thirty (30) days to cure, the Contractor remains noncompliant, the City may move to suspend payments to Contractor, void the Agreement, or take any such legal action permitted by law or this Agreement.
- iii. This section will not apply to any agreements excluded from the City's hiring requirements by City Code Sections 2-8(d) or (g). Should a court of competent jurisdiction find any part of this section to be unenforceable, the section should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law, or if reformation is not possible, the section should be fully severable and the remaining provisions of the Agreement will remain in full force and effect.
- iv. The Contractor will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

B. Invoices and Payment. To Article V: Compensation, Subsection A: Basic Services, the following language shall be added as subsections 11 and 12:

11. Invoices.

A. The Contractor must submit invoices monthly (unless agreed otherwise between the parties to this Agreement) to the City electronically, via its supplier portal, for goods or services provided under this Agreement no later than 10 calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. At a minimum, each invoice must include, at a minimum, the following information:

- a. Name of Contractor;
- b. Date of Invoice;
- c. Invoice Number;
- d. Contract or Purchase Order Number issued by the City (i.e. K#);
- e. Name of the City Department to be invoiced (i.e. City Civil Service);
- f. Description of the Services completed;

2. Invoices will be processed in accordance with this Article of the Agreement.
3. All invoices must be signed by an authorized representative of the Contractor under penalty of perjury attesting to the validity and accuracy of the invoice.
4. The City may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices.

12. Payment. Unless otherwise agreed by the City, payment terms are NET 30 days upon providing that goods and/or services described under this Agreement have been delivered, installed (if required), rendered, and/or accepted and upon receipt by the City of properly submitted invoice via the City's supplier portal.

3. Updated Exhibit. The Level of Effort Cost Proposal, marked as Exhibit F, shall be deleted and replaced in its entirety with the updated **Exhibit F** attached here.

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.

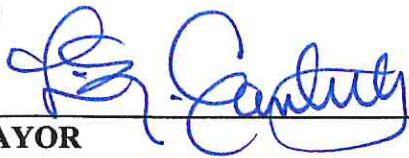
6. Prior Terms Binding. Except as otherwise provided by this Amendment, the terms and conditions of the Agreement, as amended, remain in full force and effect.

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 ON NEXT PAGE]

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 9TH of April, 2020

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Andrew Gregorin

STANTEC CONSULTING SERVICES, INC.

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

11-2167170

FEDERAL TAX I.D. NO.

[EXHIBIT F ON NEXT PAGE]



1615 Poydras Street, Suite 850
New Orleans LA 70112-1241

CONSULTANT WORK ORDER PROPOSAL

April 13, 2018
File: 177310948

Department of Public Works
New Orleans City Hall
1300 Perdido Street, Suite 6E03
New Orleans, LA 70112

Attention: Mary Kincaid
Green Infrastructure Program Manager

Reference: Blue & Green Corridors – Programing & Design Services

Dear Ms. Kincaid,

Stantec Consulting Services Inc., (hereinafter referred to as “Consultant” or “Stantec”) is pleased to submit this proposal for professional engineering services for the “Blue & Green Corridors – Programing & Design Services” project to the City of New Orleans Department of Public Works (hereinafter referred to as the “City”). Our project understanding, assumptions, scope of services, schedule, and fees follow.

I. GENERAL –Understanding of Work

This activity area is the street network of Gentilly including a grid of major boulevards with wide underutilized medians and is defined by Mirabeau Ave from City Park to Elysian Fields, Filmore Ave from London Canal to Peoples Ave, Prentiss Ave from London Canal to People Ave, Robert E Less Blvd from London Canal to Peoples Ave, Peoples Ave from Robert E Lees Blvd to Filmore Ave, and Elysian Fields from Lakeshore Drive to North Peters St. Activities may also include interventions at lots located along Robert E Lee Blvd and Filmore Ave. The activity area provides an opportunity for stormwater management and reduced flood risk, quality multimodal facilities, civic spaces, social cohesion interventions, neighborhood investments in the Gentilly area.

The project area includes several boulevards in Gentilly that are re-envisioned as future blue and green corridors that form a framework for integrating, connecting, and building a more resilient physical, social, and economic environment. The blue corridors may include spaces adapted to store and circulate stormwater runoff and generally include open water, pervious surfaces, planted edges, trees, walking and bicycling facilities, and places for social activities. The green corridors may include spaces adapted to capture and convey stormwater runoff and generally include pervious surfaces, bioswales, trees, and walking and bicycling facilities. The complete streets may be adapted to increase walking, bicycling, transit trips within the Gentilly Resilience District through creative wayfinding, multimodal facilities.

The Blue & Green Corridors is funded through the HUD National Disaster Resilience Competition. Stantec will be adhere to all associated HUD NDRC requirements as outlined in Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act and ensure the project is consistent with the NDR program purpose and objectives, meets the project eligibility criteria listed in 44 CFR 206.434(b)(5) and project selection criteria listed in 44 CFR 206.435(b), and the appropriate level of environmental analysis is



Reference: Blue and Green Corridors

conducted under 44 CFR 10. Stantec will also adhere to requirements in 2 CFR 200.318-326 and the CDBG compliance provisions for professional services contracts.

Stantec will assist the City in the completion of applicable HUD NDR documents and/or reports for submission to HUD and/or the State in developing responses to any requests for information/inquiries from HUD and/or the State.

Based on the RFP guidelines and understanding of the project through coordination with the City, Stantec provides the following scope of work:

II. SCOPE OF WORK

General: PROJECT MANAGEMENT

Stantec will perform general tasks associated with the project including setup and coordination, issue a project management plan, and schedule a kick-off meeting to clearly delineate project scope, deliverables and timeline to stakeholders and the project team. Lines of communication will be clearly established in the Plan. Progress Meetings with the City will be held every month until submittal of the preliminary design submittal. Minutes will be prepared and distributed following all Progress Meetings.

- a. In-House Management - Stantec will provide general project management and coordination including in-house staff review of the project's progress. Stantec will prepare a project management plan including work plan for distribution to city and Stantec's design team members.
- b. Outside Management - Stantec will prepare a detailed work scope narrative and itemized fee schedules for submission to City of New Orleans for review and approval. Stantec will provide general project management and coordination including disseminating interim project data and information to the City.
- c. Account Management - Stantec will provide general project management and coordination with the staff of their accounting department. Stantec will prepare and submit monthly progress reports and invoices.
- d. Project Schedule – Project schedule will be maintained and updated and included with each invoice.

PHASE 1A. SCOPING PHASE:

The Consultant will use their professional experience to work collaboratively with the Program Team, including but not limited to: the Department of Public Works, Capital Projects, the Office of Resilience & Sustainability, relevant City authorities, and City partners to ensure that the proposed design concept responds to a holistic series of performance metrics—both quantitative and qualitative—and will ultimately achieve agreed upon performance targets. In order to achieve the performance targets, the Consultant will conduct the following coordination and workshop meetings:

- The Consultant will prepare for, direct, and actively participate in, an Initial Scoping Meeting at the City. The objective of the Scoping Meeting is for the Consultant to obtain from the City initial conceptual and foundation information necessary to complete the Scoping Phase. The City staff will answer Consultants questions on the Project, provide related data, conduct a site tour, and articulate expected outcomes for the Project which are important to meeting the HUD NDRC requirements.



Reference: Blue and Green Corridors

- The Consultant will prepare for and conduct a Visioning Exercise with the Program Team and agreed upon external constituents (identified in Initial Scoping Meeting). The objective of the Visioning Exercise is to provide a collaborative forum for creativity and innovation that will assist the Consultant to develop consensus on the purpose, components, and opportunities for the Project. The Scoping and Visioning Exercise is expected to provide the Consultant a substantive foundation of the Project, and information required for the Project Scoping Report.
- The Consultant shall then develop the Project Scope Report based on the Initial Scoping and Visioning Exercise meetings. The Project Scope Report will document external coordination, summarizing the Visioning Exercise process, identify site specific opportunities to achieve the performance targets and establish site constraints.
- The Consultant will prepare for and conduct a Project Scoping Workshop with the Program Team. The objective of the Project Scoping Workshop is to collaboratively strategize changes, adjustment and/or modifications to the initial Project Scope Report, which results in an agreed upon preferred Project Scope and to initiate the design phase.
- The Consultant will present the project to the Resilience Project Design Committee (RDRC) at the 30% Schematic Design, 60% Design Development, and 90% Construction Documents milestones for the Committee's feedback and approval to move forward to the subsequent phase.

Phase 1A Deliverables:

1. Initial Scoping Meeting Agenda and Minutes
2. Visioning Exercise Agenda and Minutes
3. Project Scope Report
4. Project Scope Workshop Agenda and Minutes

PHASE 1B. COMMUNITY ENGAGEMENT:

Community and stakeholder engagement is integral to the design process, and the Consultant will work closely with the Department of Public Works, the Capital Projects Administration (CPA), the Office of Resilience & Sustainability (ORS), and its partners to incorporate creative and impactful engagement activities throughout the design timeline. The design process should engage residents early and should be iterative in order to meaningfully incorporate stakeholder and community feedback. In order to achieve these expanded community and stakeholder engagement goals, projects in the Gentilly Resilience District will follow the below framework for outreach within the design process. The lead for each stage is noted in parenthesis. The Consultant is expected to work with the City to develop outreach activities in accordance with this framework and to support activities with developing materials, design renderings, handouts, and taking meeting minutes as needed.

Project Scoping and Pre-Design

- Identify all key stakeholders and begin to reach out. (*Lead: ORS*)
- Identify and convene key internal partner departments based on key project goals, conditions, and locations. (*Lead: ORS & DPW*)



Reference: Blue and Green Corridors

- Begin broader outreach that may further inform project scope and goals. (*Lead: ORS, with support from*)
 - May include pop-up or door-to-door conversations, surveys, citizen science, and storytelling activities
 - ORS will leverage NDR partners and other existing partnerships to conduct this effort

Conceptual & Schematic Design (0-30%)

- Develop a project-specific process map for community outreach activities, goals, and key stakeholders. (*Lead: Consultant*)
- Undertake research into the social patterns, history, key assets and challenges, and urban design typologies of the neighborhood to inform design. (*Lead: Consultant*)
- Utilize tools like the Climate Smart Cities mapping portal and the Adaptation Support Tool to engage residents and internal and external stakeholders in initial project design alternatives. (*Lead: Consultant, with support from ORS & DPW*)
- Propose and design other creative methods for initial project feedback from residents and key stakeholder groups to feed into the initial design. (*Lead: Consultant, with support from ORS & DPW*)

30% Milestone – Public Meeting

- Consider meeting models that best engage residents in learning about resilience concepts and the technical details and alternatives of the project and provide opportunities to share meaningful and productive feedback. This may include providing an opportunity to walk the project site, small group workshops, or formal presentations. (*Lead: DPW & ORS to introduce and facilitate, Consultant to present project details*)
- Get the word out about meetings via targeted mailings, door knocking, Next Door, neighborhood organizations, and other key neighborhood leaders. (*Lead: ORS & DPW*)
- Demonstrate how earlier feedback was incorporated into plans. (*Lead: Consultant*)

Design Development (30-60%)

- Consider tactical or temporary installations on project sites to allow residents and stakeholders to experience proposed design alternatives (*Lead: Design Consultant, with support from ORS & DPW*)
- Utilize creative outreach tactics (pop-up education, tours, neighborhood association visits, print collateral, and social media) to share project details with residents who could not attend public meeting. (*Lead: ORS, with support from Design Consultant*)

60% Milestone – Public Meeting

- Highlight the changes that have been made since 30% Design and how the design has incorporated community and stakeholder feedback and new technical findings. (*Lead: PM & ORS to introduce and facilitate, Consultant to present project details*)
- Get the word out about meetings via targeted mailings, door knocking, Next Door, neighborhood organizations, and other key neighborhood leaders. (*Lead: ORS & DPW*)

Final Design & Construction Document (60-90%)



Reference: Blue and Green Corridors

- Consult with targeted key stakeholder groups to discuss and finalize specific project details. (*Lead: DPW, with support from Consultant & ORS*)
- Utilize creative outreach tactics (pop-up education, tours, neighborhood association visits, print collateral, and social media) to share project details with residents who could not attend public meeting. (*Lead: ORS, with support from Consultant*)

***90% Milestone – Public Meeting**

- Highlight the changes that have been made since 60% Design and how the design has incorporated key stakeholder feedback. Explain in a clear and accessible manner the technical design details and specifications of the project and how they work. (*Lead: DPW & ORS to introduce and facilitate, Design Consultant to present project details*)
- Get the word out about meetings via targeted mailings, door knocking, Next Door, neighborhood organizations, and other key neighborhood leaders.

***Pre-Construction Public Meeting**

- Go over key project details, timeline and location of construction, and community impact. (*Lead: DPW*)

Construction

- Host groundbreaking event with key stakeholders, community partners, consultants, and public-sector representatives. (*Lead: ORS & DPW*)
- Develop creative signage at construction site to show what is happening and what the project will look like when complete. (*Lead: ORS, with support from Consultant and Planning Partners*)

PHASE 2A. CONCEPTUAL & SCHEMATIC DESIGN PHASE:

The Consultant shall develop a conceptual plan and cost estimates for the project, to include general design criteria outlining the potential enhancement elements in the area impacted by the project.

Based on the project conceptual and schematic design, the Consultant will recommend the appropriate level and type of environmental studies to the City as required to provide all documentation necessary for a Categorical Exclusion (CE) or other approval and other related documents in accordance with the National Environmental Policy Act (NEPA), as amended, and applicable regulations and guidelines as part of the Scoping Report submitted to the City.

The Consultant shall develop a Conceptual Project Report based on the results of the survey, H&H study, and the Phase 1A Scoping documents and present this to the Department for approval. This Conceptual Project Report shall include an analysis of the cost, expected benefits, and anticipated drainage system and ecosystem impacts, recommended environmental review, cost-benefit, and life-cycle operational and maintenance costs. Drawings should be considered 10% design stage.

The Consultant shall then develop the Project Schematic Report based on further refinement of the Conceptual Project Report. Upon approval of the Project Schematic Report and at the time of completion of the survey work, the Consultant shall submit to the Department: two (2) sets, full size 24-inches by 36-inches hard copies and electronic files of the Schematic Design Documents. Drawings should be considered 30% design stage.



Reference: Blue and Green Corridors

It is the Consultant's responsibility during Phase 2A to develop a project scope that meets the benefit-cost ratio requirement (at least 1:1 ratio) for a viable HUD NRD project as outlined in 44 CFR 2006.434(b)(5). If this is not achieved, the Consultant may not be given authorization to proceed with further design work.

Phase 2A Deliverables:

1. Applicable Survey Information for the schematic design, including actual survey or LiDAR.
2. 10% (conceptual) design documents.
3. 30% (schematic) design documents.
4. Conceptual cost estimate

PHASE 2B. SURVEY & GEOTECHNICAL ANALYSIS:

Surveying will be performed for preliminary design and to execute the final design. Existing surveys will be gathered and used to the extent possible. Additional data collected for use for final design purposes will be collected by a Louisiana registered Land Surveyor. Survey scope includes a topographic survey of hardscape features within the limits of the apparent right-of-way, incorporation of aerials and existing survey data and will require additional survey necessary to delineate improvements on the plans in areas where existing survey data is not available. A property survey of the lots identified in the project map is included in the scope, as well as apparent right-of-way lines will be established. The preparation and submission of a baseline plot and survey documents shall be in accordance with the standards of surveying practice common in the State of Louisiana.

The scope of work for the geotechnical investigation will consist of field exploration, laboratory testing, engineering analysis, and preparation of a final report in support of the proposed improvements and laboratory analysis. Data from the field exploration and laboratory test programs will be analyzed to develop conclusions and recommendations regarding:

1. Subsurface conditions
2. The existing groundwater level
3. The bearing capacity of the soils for placement of structures or other improvements
4. The shear strength of the soils
5. Settlement characteristics of subsurface materials
6. Geotechnical criteria for design of new foundations

Louisiana One Call will be notified as soon as notice to proceed is received. Louisiana One Call requires 48-hours-notice before subsurface exploration can start.

Phase 2B Deliverables:

1. Topographic Survey
2. Geotechnical Report

PHASE 2C. HYDRAULIC MODELING SERVICES:



Reference: Blue and Green Corridors

Stantec will perform hydraulic modeling to support the design of project components and to identify flood hazard reduction benefits for use in the BCA. Stantec will modify the model to incorporate additional watershed and sewer system detail, as needed, and incorporate proposed project elements as design progresses.

Starting in Phase 2A, Stantec will update the model hydrology and hydraulic drainage network to a level of detail required for modeling of proposed green and grey infrastructure. Topographic survey will be incorporated as necessary. Simulations will be performed for the 1-, 2-, 5-, 10- and 25-year 24-hour storm events. The model will be run iteratively to develop an appropriate design for mitigation of the 10-year 24-hour event. Results of the model (both existing and proposed) will be incorporated into the BCA.

For subsequent design phases, the model will be updated and checked for design revisions. At each phase, the updated model results will be used in the BCA. At project completion, Stantec will submit final modeling or model outputs necessary to update the Drainage Master Plan.

PHASE 3. ENVIRONMENTAL

If requested, the Consultant will be required to perform services required to provide the documentation necessary for a Categorical Exclusion (CE) and other related documents in accordance with the National Environmental Policy Act (NEPA), as amended.

PHASE 4A. DESIGN DEVELOPMENT PHASE

Prior to, during, and subsequent to the commencement of this phase, a monthly design conference will be held between the Consultant with key members of their Integrated Design Team and the Department, relevant City authorities, and the SWB in order to clarify any aspect of the proposed work. The plans provided three days in advance of each meeting shall consist of a title sheet, typical sections, special details, plan and profile drawings, cross sections, design calculations, and preliminary summary sheets. Limits of the work shall be shown on the title sheet. Drawings should be considered 60% design stage by the culmination of this Phase.

The Consultant shall prepare a Preliminary Design Report that shall document design decisions per City and SWB standards and guidance, computations and modeling outcomes used in developing the design, agreed program and project partners (including financial and operations and maintenance, as relevant), updated opinion of probable cost and updated schedule for public engagement, design, and construction.

The Consultant shall provide the City with two (2) sets, full size 24-inches by 36-inches hard copies and electronic files of preliminary plans, together with two (2) copies of the Preliminary Design Report. Upon receipt of comments, if any, the Consultant shall revise the plans accordingly until the preliminary plans are acceptable to the Department. The Consultant shall then submit to the City one (1) full size 24-inches by 36-inches set of reproducible plans, stamped and dated "60% design" for making a complete plan-in-hand review with representatives of the Department, utility companies, and others, at a time and date mutually agreed to in advance. Phase 4A shall be considered complete after the plan-in-hand office and field review have been made. A listing of plan-in-hand comments, additions, and deletions shall be compiled by the Consultant for inclusion in final document. A preliminary construction cost estimate, based on estimated quantities developed from the preliminary plans, shall be submitted with the preliminary plans.

Phase 4A Deliverables:

1. Pre-Design Meeting Notes.
2. Preliminary Plans and Preliminary Design Report (60%).
3. Preliminary construction cost estimate

Design with community in mind



Reference: Blue and Green Corridors

4. Accepted Plans (reproducible) stamped “60% design.”
5. Final Preliminary Design Report to include any revisions and a summary of the plan-in-hand comments to be included in the Final plans.

PHASE 4B. BCA REPORT and O&M Plan

The Consultant shall calculate a Benefit Cost Ratio for the project at 60% design based on the multiple-benefit formulas in the City’s Benefit Cost Analysis submitted to HUD in the NDRC application to justify that the project’s benefits across Resilience, Social, Environmental, and Economic indicators outweigh the costs.

The Consultant shall develop an Operation and Maintenance (O&M) Plan for the City at the 60% design. O&M requirements shall be discussed and agreed to with the City/user during the planning process. In some instances, these requirements may refer to or include manufacturer instructions and operator manuals specific to the products being installed.

Phase 4B Deliverables:

1. BCA Report based on 60% design submittal
2. O&M Plan based on 60% design submittal

PHASE 5A. FINAL DESIGN & CONSTRUCTION DOCUMENT (60-90%)

This phase shall consist of professional design services required for the preparation of complete final construction plans, specification, bid documents, and construction cost estimate. These shall meet the standard requirements of the Department’s general format and content. Specifically, the work under this phase consists of the following, without limitation:

- After the plan-in-hand inspection, the Consultant shall make such changes as necessary to reflect agreements reached at this stage and when authorized in writing by the Department, prepare final plans. The Consultant shall then submit two (2) sets of revised full size 24-inches by 36-inches hard copies and electronic files to the Department. These shall be stamped “Advance Check.”
- A listing of plan-in hand comments, additions, and deletions compiled by the Consultant shall be incorporated into the Finalized Design Report, along with design decisions, final computations, updated construction cost estimate, based on finalized quantities developed from the “Advance Check” plans, and updated schedule.
- The Consultant shall prepare detailed construction contract specifications and bid documents for the project and submit two (2) sets, along with the “Advance Check” prints, to the Department for review. A revised construction cost estimate shall be submitted at this time. Specifications, contract documents, and the construction cost estimate shall be submitted in both hard copy and electronic format using computer software compatible with that used by the City of New Orleans for specifications, contract documents, and cost estimates.
- Upon receipt of the Department’s comments pertaining to plans and specifications, the Consultant shall revise and complete the final contract plans and specifications.

The bid proposal form shall include a summary of all documents required to be submitted with the bid or at some specified time after receipt of bids.



Reference: Blue and Green Corridors

Upon completion and acceptance of final plans and specifications, the Consultant shall submit the original reproducible and printed originals of all specifications and proposal documents to be reproduced by the Department for bids. Final plans and bid documents shall be in electronic format compatible with the Department's CAD and software systems.

The Consultant shall submit a construction cost estimate based on the final contract plans with its plans and proposals.

All plans shall be signed and stamped by a Louisiana Registered Architect, Civil Engineer, and/or Landscape Architect and member of the Consultant's team responsible for each design discipline. If the Department proceeds with bidding the project, the Consultant shall attend the pre-bid and preconstruction conferences and be prepared to address any questions regarding the design work. The Consultant shall assist the City with preparing addenda and responses to bidder's questions.

Phase 5A Deliverables:

1. "Advance Check" plans and Specifications.
2. Finalized Design Report with design decisions, final computations, updated construction cost estimate, based on finalized quantities developed from the "Advance Check" plans, and updated schedule.
3. Final Plans, Specifications, Computations, and Construction Contract Cost Estimate.
4. Bid Proposal Package.

PHASE 5B. BIDDING & AWARD PHASE

The Consultant shall prepare addenda, as necessary, respond to bidders' questions, attend bid openings, prepare bid tabulation sheets and check documentation submitted with bids for completeness. The Consultant shall submit the bid tabulation and award recommendation letter to the City within three (3) working days of the bid opening. The award recommendation letter shall report on completeness and technical correctness of the bids received.

Phase 5B Deliverables:

1. Addenda, Questions and Answer Responses
2. Bid Opening Meeting Minutes
3. Award Letter Recommendation Letter

PHASE 6A. CONSTRUCTION PHASE (CA SERVICES)

Services to be performed by the Consultant during construction shall consist of the following:

- Attend a pre-construction meeting and prepare a meeting agenda and minutes
- Review and track material submittals, approve, or take other appropriate action, for shop drawings and samples which the contractor is required to submit (as warranted)
- Review and track contractor Requests for Information (RFIs), and respond as necessary
- Attend progress meetings
- Perform occasional site visits at intervals appropriate to various stages of construction



Reference: Blue and Green Corridors

- Recommend work be rejected while in progress if not in accordance with contract documents and / or threatens integrity of the design concept
- Issue necessary interpretations and clarifications of the contract documents and specifications as appropriate
- Evaluate and coordinate with the City regarding acceptability of substitute or "or-equal" materials and equipment proposed by the contractor. (This time will be charged as time and materials based on standard hourly rates)
- Review quantities and pay applications for contractor invoicing and recommend payment

A Louisiana-registered Civil Engineer, Architect, and/or Landscape Architect shall be in charge of the services. Such personnel shall be qualified for their assignments and shall be approved by the City. Documents submitted to the City shall be signed by Stantec's Louisiana-registered Civil Engineer, Architect, and/or Landscape Architect assigned to be in charge of the services. Reports shall be submitted within the time period specified by the City. Stantec will, in a timely manner, inform the City of any drainage, sewer, and water damages so that such facilities may be properly inspected. The Consultant 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. Stantec shall, in a timely manner, notify the City, through the Director of the Department of Public Works or the Director's Authorized Representative of all problems which may impact the project's cost or construction time.

At the completion of the work by the contractors, the Consultant shall perform a complete site walk-through with the City and Contractor and compile/issue a punch list of items remaining to be completed for final acceptance. Stantec will follow up when items are stated as complete by the contractor.

Upon completion of this Agreement, the Consultant shall submit "As Built" drawings based on contractor redlines and surveys of the project in hard copy and in an electronic format compatible with the Department's CAD and software systems.

Additional construction administration requirements will be in accordance to RFP requirements.

Phase 6A Deliverables:

1. Construction Field Records
2. Monthly Pay Requests, Schedule Updates and Weather Reports
3. Plan Change Requests
4. Non-Conforming Materials Notifications
5. Recommendation for Approval of Testing Laboratory Pay Request
6. As-Built Drawings
7. Final Inspection Report
8. Overrun/Underrun Statement
9. Warranty Inspection Report

Phase 6B – Resident Inspection Services

If requested by the City, the Consultant will provide Resident Inspection services that may include, but may not be limited to:



Reference: Blue and Green Corridors

- Observe construction at all times the contractor is working on critical work items
- Inspect, measure, and appropriately track (eligible) work completed for pay requests and provide this information to the CA.
- Prepare daily field reports, and/or field books
- Photograph and/or document work progress
- Document and coordinate with A/E & the City for unforeseen items encountered during construction
- Coordinate with and monitor work performed by material testing agency, utilities, and other on-site visitors as required
- Prepare memorandums or documentation required for field changes
- Verify contractor is providing adequate traffic control and site safety procedures
- Prepare incident reports

Field construction inspector(s) experienced in roadway 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 Consultant shall maintain all construction field records normally maintained by the Department. Entries shall be made daily in the project diary to indicate the Consultant's personnel on the project, as well as, the forces of the Construction Contractor, the Construction Contractor's equipment, and the work performed.

The Consultant 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 portion(s) 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 Consultant shall document all pay items of work and quantities completed. Quantities shall be derived from the plans unless otherwise directed.

The Consultant shall forward the Construction Contractor's monthly updated schedule of work with the partial payment requests and weather reports. All documents submitted to the Department must be signed by the Consultant's Louisiana-registered Civil Engineer, Architect, and/or Landscape Architect assigned to be in charge of the Services.

The Consultant 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.

III. SCHEDULE OF WORK – TIME OF PERFORMANCE

Consultant shall submit the Deliverables and perform the Work as depicted in the tables below:



Reference: Blue and Green Corridors

PRELIMINARY SCHEDULE OF DELIVERABLES		
Phase or ID Number	Drawing Name or Deliverable	Duration (Calendar Days)
NTP	Notice to Proceed / Award	
1A	Project Scoping & Pre-Design	61
1B	Community Engagement	610
2A	Conceptual & Schematic Design (0-30%)	123
2B	Survey & Geotechnical Analysis	245
2C	Hydraulic Modeling Services	610
3	Environmental (if required)	N/A
4A	Design Development (30-60%)	151
4B	60% BCA Report	15
5A	Final Design and Construction Document (60-90%)	122
5B	Bidding Phase	153
6A	Construction Phase / Closeout	TBD
6B	Resident Inspection Services	TBD

**See attachment 1 for Milestone Schedule Matrix. Schedule shall be further discussed with CITY and adjusted as needed. The Consultant can only maintain schedule within their control if review schedules are met, client provided information is timely and scope changes are not requested.*

IV. FEE PROPOSAL

Fees have been calculated in accordance with Louisiana FPC fee curves and regulations. Please find Exhibit "B" spreadsheet for calculated fee based on a construction cost of \$28,000,000.

Due to the complexity of the project the city has decided to separate the project into phases as detailed in the RFP and summarized in this proposal, a modification factor of 1.15 is being used in the calculation.

The total compensation for basic services based on the Louisiana FP&C spreadsheet is \$2,228,321.

The below breakdown is in accordance with Louisiana FMC criteria with some additional weight to phase 1A and 1B due to the added effort required by the project schedule and necessary upfront work necessary for these deliverables.

SUMMARY OF COMPENSATION			
Phase or Activity	Major Task name and/or Activity Description	Fee Amount	Fee Basis
1A	Project Scoping & Pre-Design	\$81,246	Not to Exceed
1B	Community Engagement	\$227,554	Not to Exceed
2A	Conceptual & Schematic Design (0-30%)	\$645,830	Lump Sum
2B	Survey & Geotechnical Analysis	\$848,251	Not to Exceed



Reference: Blue and Green Corridors

2C	Hydraulic Modeling Services	\$130,000	Not to Exceed
3	Environmental (if required)	TBD	Time and Materials
4A	Design Development (30-60%)	\$569,471	Lump Sum
4B	60% BCA Report & O&M Plan	\$74,682	Not to Exceed
5A	Final Design and Construction Document (60-90%)	\$517,970	Lump Sum
5B	Bidding Phase	\$45,514	Lump Sum
6A	Construction Phase / Closeout	\$449,224	Lump Sum
6B	Resident Inspection Services	TBD	Time and Materials
	Total Basic Services Fee (2A,4A,5A,5B, 6A)	\$2,228,299	Lump Sum
	Grand Total Fee	\$3,589,964	

V. PRICING ADDITIONAL SERVICES

Prior to proceeding with any additional services Stantec shall prepare a detailed scope of work and price proposal based on the project needs and established hourly rates. This proposal shall be reviewed by the City and approved prior to proceeding on the services. The City may modify the scope of work as they see fit. Services will be provided as an hourly and reimbursable expense not to exceed a cap, if requested.

VI. DATA PROVIDED BY CITY

City shall provide the Consultant with the following (as available):

- Permitting Fees and necessary signatures.
- Relevant Plans Developed by others in CAD format if available
- As-built and available records.
- Existing topographic Data
- Existing geotechnical information
- Latest Standard Specifications, Front End Documents, Details, and Standard Plans
- Executed contract between CITY and Consultant.

VII. ASSUMPTIONS

- A mutually satisfactory contract shall be offered and executed between the Consultant and the City allowing for sufficient time to meet RFP (funding) specified deadlines.
- City shall provide comments in timely manner in accordance with the agreed-upon schedule to meet the schedule for review phases and provide one comprehensive, consolidated list from all reviewers and stakeholders.

VIII. EXCLUSIONS

- Design or work within private property.
- Lighting design
- USFWS Coordination (Section 7 of the Endangered Species Act Coordination)
- Habitat assessments



Reference: Blue and Green Corridors

- Endangered species surveys
- Archaeological or historic surveys
- Noise analysis
- Right of way acquisition services - All services will be inside existing right of way.
- Historical restoration or preservation
- Water and sewerage facilities design that may need to be relocated or damaged by construction
- Environmental contamination investigation or cleanups.

IX. DBE REQUIREMENTS

Consultant agrees to comply with 35% DBE requirements to the greatest extent possible as required by the City regulations and will coordinate the reporting. Gaea Consulting, Outreach Process Partners, LLC, Kenall, Inc. and Batture, LLC, ILSI Engineering, LLC, are qualified DBE sub-consultants that are part of the design team. If needed, additional qualified sub-consultants will be added to team.

X. PROJECT MANAGER

CONSULTANT'S Project Manager for this Work Order assignment will be William Bane, P.E., a Louisiana-registered professional engineer.

Prepared and submitted by:

Daniel J. Grandal, P.E., LEED AP
Principal

CITY – City of New Orleans Department of Public Works

Approved by:

Mary Kincaid

Date