

AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
EJES INCORPORATED

RR061 – GENTILLY WOODS GROUP F (FRC)

THIS THIRD AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and EJES Incorporated, represented by Edwin B. Jones, President/CEO (the “**Engineer**”). The City and the Engineer are sometimes collectively referred to as the “**Parties**.” This Amendment is effective as of October 10, 2021 (the “**Effective Date**”).

RECITALS

WHEREAS, the City and the Engineer are parties to a professional services agreement dated effective October 10, 2019 (the “**Agreement**”) for the performance of professional engineering design and construction administration services for FEMA-eligible roadway repairs on assigned streets within the **RR061 Gentilly Woods Group F** neighborhood (the “**Project**”);

WHEREAS, on October 8, 2020, the City and the Engineer amended the Agreement for the first time to add additional waterline design as requested by the Sewerage and Water Board of New Orleans and to increase the compensation accordingly;

WHEREAS, on March 15, 2021, the City and the Engineer amended the Agreement for the second time to add additional sewer line design as requested by the Sewerage and Water Board of New Orleans, to increase the compensation accordingly, and to include the updated federal contract clauses to ensure FEMA compliance and reimbursement;

WHEREAS, resident inspection services are needed for the Project as it moves into the construction phase;

WHEREAS, in response to the City’s request, the Engineer submitted a supplemental proposal dated June 2, 2021 (the “**Supplemental Proposal**”) to provide resident inspection services under Phase V(c), and the City has accepted the Engineer’s Supplemental Proposal;

WHEREAS, the City and the Engineer, each having the authority to do so, desire to enter this Amendment to extend the term for continuity of services and to provide fees for Phase V(c) Resident Inspection services;

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

A. **EXTENSION.** The term of this Agreement is extended for one (1) year from October 10, 2021 through October 9, 2022.

B. **COMPENSATION.** The Engineer's fees are adjusted as follows:

1. **Additional Fees Added by this Amendment.** Fees in the amount of \$129,780.00 are added for Phase V(c) Resident Inspection services. These fees are to be paid at the hourly rate of \$70.00 per hour.

2. **Maximum Compensation.** The total maximum aggregate compensation payable by the City is increased from \$1,141,735.00 to a not to exceed amount of \$1,271,515.00. The City's obligation to compensate the Contractor under this Agreement will not exceed the maximum aggregate amount payable at any time unless increased by a validly executed written amendment.

C. **LIVING WAGES.**

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

2. **Compliance.** To the fullest extent permitted by law, the Engineer agrees to abide by City Code Sections 70-801, *et seq.*, which requires, in pertinent part, the following:

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

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

\$11.19 per hour for any work performed on or before December 31, 2021;

\$13.25 per hour for any work performed on or before December 31, 2022;

\$15.00 per hour for any work performed on or before December 31, 2023; and

\$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.

5. **Subcontract Requirements.** As required by Section 70-804 of the City Code, the Engineer, 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.

6. **Reporting.** On or before January 31st and upon request by the City, the Engineer 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 1
340 Poydras Street – Suite 1800
New Orleans, Louisiana 70112

7. **Compliance Monitoring.** Covered Employers under this Agreement 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 Engineer 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 Engineer 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 Engineer, payroll records and employee paychecks; and (ii) that the City may audit such records of the Engineer as he or she reasonably deems necessary to determine compliance with the Living Wage standards.

8. **Remedies.** If the Engineer fails to comply with the Living Wage requirements during the term of the Agreement, 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.

D. **CONVICTED FELON STATEMENT.** The Engineer swears that it complies with City Code § 2-8(c). No Engineer principal, member, or officer has, within the preceding

five 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.

E. NON – SOLICITATION STATEMENT. The Engineer 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 Engineer 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.

F. ELECTRONIC SIGNATURE AND DELIVERY. The Parties 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.

G. 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.

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

CITY OF NEW ORLEANS

BY: [Signature] **FDR**
LATOYA CANTRELL, MAYOR

Executed on this 24th day of September, 2021.

FORM AND LEGALITY APPROVED:

Law Department

By: [Signature]
Printed Name: Tracy Tyle

EJES INCORPORATED

BY: Edwin B. Jones SR
EDWIN B. JONES, SR., PRESIDENT/CEO

CORPORATE TAX I.D. [Redacted]