

K23-197

AMENDMENT NO. 8 TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

PRINCIPAL ENGINEERING, INCORPORATED

RR153 – READ BOULEVARD WEST GROUP C (PMO)

THIS EIGHTH AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell Mayor (the “**City**”), and Principal Engineering, Inc., represented by Henry I. Di Franco, Jr., President (the “**Engineer**”). The City and the Engineer are sometimes collectively referred to as the “**Parties**.” This Amendment is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, the City and the Engineer are parties to a professional services agreement dated March 23, 2017 (the “**Agreement**”) for the Engineer to provide professional engineering design and construction administration services for street improvements in the Read Boulevard West Group C neighborhood (the “**Project**”);

WHEREAS, on July 17, 2017, the City and the Engineer amended the Agreement for the first time to modify Article IV. Compensation of the agreement to ensure that Engineer’s fees are cost reasonable and to incorporate the Engineer’s use of the DPW Dashboard into the Agreement;

WHEREAS, on February 11, 2019, the City and the Engineer amended the Agreement for the second time to extend its term for continuity of services;

WHEREAS, on March 20, 2020, the City and the Engineer amended the Agreement for the third time to extend its term for continuity of services, to add survey and design of a waterline replacement for the 4400 – 4900 blocks of Longfellow Drive and 4600 – 4900 blocks of Rosalia Drive, and to increase the Engineer’s compensation accordingly;

WHEREAS, on February 18, 2021, the City and the Engineer amended the Agreement for the fourth time to extend its term for continuity of services;

WHEREAS, on May 3, 2021, the City and the Engineer amended the Agreement for the fifth time to include the updated federal contract clauses to ensure FEMA compliance and reimbursement;

WHEREAS, on January 26, 2022, the City and the Engineer amended the Agreement for the sixth time to extend its term for continuity of services;

WHEREAS, on January 17, 2023, the City and the Engineer amended the Agreement for the seventh time to extend its term for continuity of services;

WHEREAS, additional final design, construction administration, and resident inspection services are needed due to adding storm drain scope to the Project and additional Project time resulting from plan changes;

WHEREAS, in response to the City's request, the Engineer submitted a supplemental proposal dated March 28, 2023 (the "**Supplemental Proposal**") to perform the additional work, 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 increase final design, construction administration, and resident inspection fees due to adding storm drain scope as well as additional time resulting from plan changes;

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

A. **COMPENSATION**: In accordance with the Engineer's Supplemental Proposal, the Engineer's fees are adjusted as follows:

1. **Additional Fees Added by this Amendment**. The Engineer's fees are increased by \$399,939.34 as follows:

CHANGE FROM:

PHASE IV(a). Final Design	\$ 106,688.04
PHASE V(a). Construction Administration	\$ 239,024.84
PHASE V(c). Inspection, Reporting, & Verification	\$ 391,613.40

CHANGE TO:

PHASE IV(a). Final Design	\$ 152,688.04
PHASE V(a). Construction Administration	\$ 262,024.84
PHASE V(c). Inspection, Reporting, & Verification	\$ 722,552.74

Fees for PHASE V(c). Inspection, Reporting, & Verification are to be paid hourly at the rate of \$63.45.

2. **Maximum Compensation.** The total maximum aggregate compensation payable by the City to the Engineer is increased from \$970,049.99 to a not to exceed amount of **\$1,369,989.33**. This amount can only be increased by a validly executed written amendment.

B. 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.

C. 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.

D. 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.

E. 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.

(Signatures contained on the following page)

(Remainder of this page intentionally left blank)

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

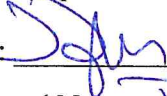
CITY OF NEW ORLEANS

BY: 

LATOYA CANTRELL
MAYOR

Executed on this 10th of June, 2023.

FORM AND LEGALITY APPROVED:
Law Department

By: 

Printed Name: Tracy

PRINCIPAL ENGINEERING,
INCORPORATED

BY: 

HENRY I. DI FRANCO, JR.,
PRESIDENT