

K21-1406

AMENDMENT NO. TWO TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF NEW ORLEANS
BY AND THROUGH
THE NEW ORLEANS AVIATION BOARD
AND
GARVER, LLC

THIS AMENDMENT is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "City"), by and through the New Orleans Aviation Board, represented by the Hon. Michael G. Bagneris, Chairman, (the "Board") (the City and the Board are collectively referred to as "Airport"), and Garver LLC, represented by Michael Griffin, PE, Senior Vice President (the "Contractor"). The Airport and the Contractor are sometimes collectively referred to as the "Parties." The Amendment is effective August 15, 2021 (the "Effective Date").

RECITALS

WHEREAS, on August 15, 2019, the Airport and the Contractor entered into a Professional Services Agreement to provide professional services including engineering design services for the extension of Taxiway Golf-West ("the Agreement");

WHEREAS, the First Amendment, dated August 15, 2020, exercised the first of four, one-year renewal periods and allocated additional funding for the Contractor's continued services;

WHEREAS, the Airport and the Contractor, each having the authority to do so, desire to enter this Amendment to exercise the second of four, one-year renewal periods and allocate additional funding; and

WHEREAS, the Board approved this Amendment at its meeting held on July 15, 2021.

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

1. **Extension.** In accordance with Article 12 of the Agreement, the term is extended for an additional year from the Effective Date through August 14, 2022.
2. **Compensation.** The maximum amount payable for the services to be provided during the one-year term under this Amendment is not increased at this time. The total amount of remuneration for this Agreement remains a total amount not to exceed \$3,794,694.00. Any amount allocated under any prior contract year which remains unexpended at the conclusion of the contract year when it was allocated originally shall be available for expenditure during any subsequent contract year.
 - a. **Cost Recovery.** In accordance with Section 2-8.1 of the New Orleans Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Contractor shall reimburse the NOAB or disgorge anything of value or economic benefit received from the NOAB if the Contractor fails to meet its contractual obligations.
3. **Additional Miscellaneous Provisions.** The following terms and conditions are added to the Agreement:

Declared Disaster

- A. **Declaration.** During the declaration of an emergency by federal, state, and/or local government, the Contractor shall provide support to the Airport on an as-needed and task-order-driven basis.

Because of the uncertainty of the scale and/or type of emergency, the services to be provided by the Contractor will vary and may need to be adjusted as needs are identified. The Contractor may be requested to provide a range of services. Said services may need to be rendered on a continual basis (24 hours / 7 days per week) during the declaration of an emergency.

- B. Task Order. Notification and Personnel.** Prior or during the declaration of an emergency, the Airport will notify the Contractor via task order if the Airport requires the Contractor's support. Upon activation by task order, the Contractor will provide the Airport with contact information of personnel assigned to the task order; and coordinate with the Airport to identify any personnel available to meet the Airport's needs.
- C. Purchase Order.** Once services are identified, the City will issue a purchase order to the Contractor. The City will issue a subsequent purchase order in case of additional needs for services, or may issue a modified purchase order if changes are made to the initial purchase order.
- D.** The Contractor will ensure that the Airport is provided with timely and accurate reports and other documentation, as requested.

Living Wages

- A. 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.
- 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 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 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 (ii) 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 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.

Payment of Invoices.

Contractor shall submit invoices monthly for work performed in the immediate prior month. The Airport will take a minimum of 45 days to process all invoices and pay applications. All payments will be made by check and no other form of payment will be issued. Payments will only be delivered by U.S. Mail; no other method of delivery will be permitted. Contractor consents to the foregoing payment schedule and will make adequate arrangements to accommodate the Airport’s pay schedule. Contractor shall not request payment before the expiration of this 45-day period and will not contact the airport, its representatives, or Board Members to inquire about the status of payments or otherwise expedite the foregoing pay schedule.

Change Order Recordation.

The Contractor will perform any applicable recordation requirements set forth in La. R.S. 38:2192 and La. R.S. 38:2222, including without limitation the payment of any associated costs. The Contractor will provide the Airport with a copy of each recordation within 30 days after approval of the associated plan change or amendment.

311 Integration.

The Contractor will provide work progress updates and other information as required by the Airport through the City’s designated customer service system (“NOLA 311”) within 48 hours of any event.

The Contractor is responsible for ensuring that it has the capabilities to use NOLA 311 as required by this paragraph and will not be entitled to any additional compensation for the performance of these requirements.

4. **Required Federal Contract Provisions.** The Consultant agrees to continue to comply with the Required Federal Contract Provisions attached to the original Agreement as Exhibit C.
5. **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 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.
6. **Non-Solicitation Statement.** The Contractor swears that it has not employed or retained any company or person, to solicit or secure this Amendment other than a 1) bona fide employee working solely for Contractor; 2) consultant representing the Contractor; or 3) an attorney representing the Contractor. The Contractor has not paid or agreed to pay any person, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment other than a 1) bona fide employee working solely for Contractor; 2) consultant representing the Contractor; or 3) an attorney representing the Contractor.
7. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.
8. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Amendment, but all of which, when taken together, shall constitute one and the same agreement.
9. **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.

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[SIGNATURES CONTAINED ON NEXT PAGE]

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

CITY OF NEW ORLEANS

BY: 

Latoya Cantrell, Mayor

Executed on this 23 of February, 2022

FORM AND LEGALITY APPROVED:

Law Department

By: 

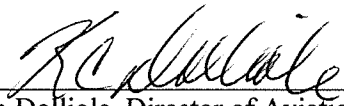
Printed Name: Tracy Tyler

[BOARD SIGNATURES CONTAINED ON NEXT PAGE]

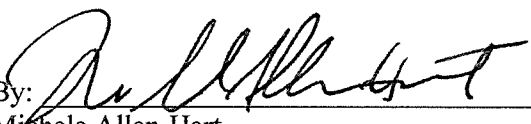
Approved by resolution of the New Orleans Aviation Board dated **July 15, 2021** and directing the Chairman and Director of Aviation to execute the same:

NEW ORLEANS AVIATION BOARD

By:  2/17/22
Hon. Michael G. Bagneris, Chairman Date
New Orleans Aviation Board

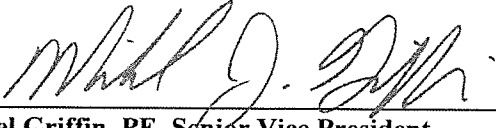
By:  2-18-22
Kevin Dolliole, Director of Aviation Date
New Orleans Aviation Board

Reviewed as to form and legality:

By:  2/17/2022
Michele Allen-Hart Date
General Counsel and Deputy Director of Legal Affairs
New Orleans Aviation Board

[CONTRACTOR SIGNATURE CONTAINED ON NEXT PAGE]

Garver, LLC

BY: 

Michael Griffin, PE, Senior Vice President


FEDERAL TAX I.D. OR SOCIAL SECURITY NO.