

K22-150

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

MEYER ENGINEERS, LTD.

SKELLY RUPP STADIUM RENOVATIONS

THIS FIRST AMENDMENT (the "Amendment") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "City"), and Meyer Engineers, Ltd., represented by Richard C. Meyer, President (the "Consultant"). The City and the Consultant are sometimes each referred to as a "Party," and collectively, as the "Parties." The Amendment is effective as of February 4, 2022 (the "Effective Date").

RECITALS

WHEREAS, on February 4, 2021, the City and the Consultant entered into a Professional Services Agreement for Consultant to provide architectural and engineering design and construction management services for renovations to the Skelly Rupp Stadium Project (the "Agreement"); and

WHEREAS, the City and the Consultant, each having the authority to do so, desire to enter this Amendment to extend the term, increase the compensation, and modify the terms and conditions of the Agreement;

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

1. **Extension.** In accordance with Article VI of the Agreement, the term is extended for an additional one year from the Effective Date through February 3, 2023.

2. **Compensation.** The compensation described in Article V of the Agreement is increased by \$157,787.01, from \$183,111.08 to a total amount not to exceed \$340,898.09. The increase is provided as follows:

• Geotechnical Services (Reimbursable Expense)	\$4,400
• Rendering for NORDC's Anniversary Celebration (Additional Services)	\$728.00
• Increase to Basic Services Fee, align to updated Probable Cost of Construction	<u>\$152,659.01</u>
<i>Total Increase by this Amendment</i>	<u><u>\$157,787.01</u></u>

3. **Additional Miscellaneous Provisions.** Article XXIV of the Agreement is removed and replaced with the following provisions:

ARTICLE XXIV - 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 Consultant 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.

A. Subcontract Requirements. As required by Section 70-804 of the City Code, the Consultant, 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.

B. Reporting. On or before January 31st and upon request by the City, the Consultant 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

C. **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 Consultant 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 Consultant 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 Consultant, payroll records and employee paychecks; and (iii) that the City may audit such records of the Consultant as he or she reasonably deems necessary to determine compliance with the Living Wage standards.

D. **Remedies.** If the Consultant 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.

4. **Convicted Felon Statement.** The Consultant swears that it complies with City Code Section 2-8(c). No Consultant 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.

5. **Non-Solicitation Statement.** The Consultant 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 Consultant 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 remain in full force and effect.

7. **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.

8. **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.

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank.]

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

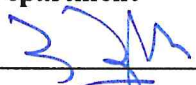
CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

Executed on this 14 of MARCH, 2022

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy Nyle

MEYER ENGINEERS, LTD.

BY: 
RICHARD C. MEYER, PRESIDENT


FEDERAL TAX I.D.