K16-1296

AMENDMENT NO. 7 TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

CDM SMITH, INC.

2012-FEMA-1C-1
LAKEVIEW QUADRANT 1

THIS AMENDMENT (the "**Amendment**") is entered into by and between the City of New Orleans, represented by Mitchell J. Landrieu, Mayor (the "**City**"), and CDM Smith, Inc., represented by, Renee Lapeyrolerie, Client Service Leader (the "**Consultant**"). The City and the Consultant are sometimes collectively referred to as the "**Parties.**" This Amendment is effective as of January 1, 2017 (the "**Effective Date**").

RECITALS

WHEREAS, the City and the Consultant entered into a professional services agreement on October 1, 2012 (the "**Agreement**") for design and construction management services for FEMA-eligible street repairs within the Lakeview neighborhood Quadrant 1 (the "**Project**");

WHEREAS, on February 22, 2013, the City and the Consultant first amended the Agreement to provide additional funding for Phase I(a) Survey services;

WHEREAS, on August 16, 2013, the City and the Consultant amended the Agreement for the second time to extend the term of the Agreement and to delete the retainage requirement;

WHEREAS, on September 26, 2014, the City and the Consultant amended the Agreement for the third time to extend the term of the Agreement;

WHEREAS, on April 14, 2015, the City and the Consultant amended the Agreement for the fourth time to adjust the Consultant's fee based on actual construction bid prices;

WHEREAS, on October 12, 2016, the City and the Consultant amended the Agreement for the fifth time to provide additional funding for Phase V(b) Resident Inspection Services and to extend the term of the Agreement;

WHEREAS, on January 10, 2017, the City and the Consultant amended the Agreement for the sixth time to extend the term of the Agreement; and

WHEREAS, the City and the Consultant, each having authority to do so, desire to again amend the Agreement to extend the term of the Agreement and to compensate CDM for the additional work performed to repackage this Project into two (2) separate bidding packages.

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

A. **EXTENSION**. The term of the Agreement is extended for an additional **SIX (6) MONTHS** from the Effective Date through June 30, 2017.

B. **COMPENSATION**.

1. **Additional Fees for Project Repackaging**. The City will pay a lump sum repackaging fee of **FORTY – FOUR THOUSAND SEVENTY – EIGHT AND 00/100 DOLLARS ($44,078.00)** to compensate the Consultant for increased costs required to revise and reassemble drawings and prepare new cost estimates for the two separate construction projects resulting from the original construction project.

2. **Maximum Compensation**. The total maximum aggregate compensation payable for all services under this Agreement is not to exceed ("NTE") **ONE MILLION EIGHTEEN THOUSAND TWO HUNDRED TWENTY – EIGHT AND 99/100 DOLLARS ($1,018,228.99)**. The City's obligation to compensate the Consultant will not exceed the maximum aggregate amount payable at any time.

C. **CONVICTED FELON STATEMENT**: The Consultant swears that it complies with City Code § 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.

D. **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.

E. **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.

F. **NON - WAIVER:** 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 Consultant, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY: _____ FOR

MITCHELL J. LANDRIEU,
MAYOR

Executed on this 3RD **day of** MAY **, 2017.**

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Name: _____

CDM SMITH, INC.

BY: _____

RENEE LAPEYOLERIE,
CLIENT SERVICE LEADER

CORPORATE TAX I.D. [redacted]