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AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF NEW ORLEANS
AND
LEGEND CONSULTING GROUP LIMITED

THIS AGREEMENT is made and entered into as of the 1st day of January 2013 and between the Council of the City of New Orleans, represented by Stacy Head, President of the Council (hereinafter referred to as “City”) and the firm of Legend Consulting Group Limited (hereinafter referred to as “Contractor”)

WITNESSETH

WHEREAS, to address the complex legal and technical issues necessary to properly meet its responsibility, the Council has selected Legend Consulting Group Limited, in accordance with the competitive selection process required by the Home Rule Charter; and

WHEREAS, pursuant to Rule 45, the City Council adopted Motion M-11-406 on September 1, 2011, directing the Council staff to issue a Request for Qualifications to initiate a competitive selection process to obtain consultants with expertise essential to assisting the Council in effectuating its regulatory authority over electric and gas utilities in New Orleans; and

WHEREAS, pursuant to Motion M-11-577 the City Council approved the recommendation of the Council Utilities Committee that the firm of Legend Consulting Group Limited be retained to provide utility consulting services in the area of the Council’s electric and gas regulatory responsibility; and

1 **WHEREAS**, the Council desires to authorize a contract amendment and
2 extension with Legend Consulting Group Limited to assist in meeting the Council's
3 regulatory responsibility to the City and its ratepayers; and

4 **WHEREAS**, by Motion M-12-457 adopted on December 6, 2012 the President
5 of the Council is hereby authorized to sign a contract amendment with Legend
6 Consulting Group Limited extending the contract through 2013 and increasing the
7 maximum compensation under such contract by Two Million Three Hundred Thousand
8 Dollars (\$2,300,000.00), now, therefore

9 **WHEREAS**, all parties to the agreement dated January 1, 2012 desire to amend
10 the agreement and have the necessary authority to do so.

11 **THEREFORE, IT IS HEREBY AGREED:**

- 12 1. To increase the maximum compensation payable under the terms of this
13 agreement by "\$2,300,000.00" thereby increasing the amount on lines 21
14 and 22 of page 3 of 12 and lines 1 and 2 of page 4 of 12 of the Agreement
15 dated January 1, 2012 for Legend Consulting Group Limited. The
16 maximum compensation for all services including professional hours and
17 expenses shall not exceed Four Million Two Hundred Five Thousand
18 Dollars (\$4,205,000.00). If there are any necessary and ordinary expenses
19 attached to the work of the firm of Legend Consulting Group Limited
20 these expenses shall be reimbursable by the City but the total amount of
21 such expenses, in addition to the fees shall not exceed Four Million Two
22 Hundred Five Thousand Dollars (\$4,205,000.00).

1 2. To change the termination date of the agreement by deleting the date,
2 "December 31, 2012" on line 16 of page 8 of 12 and inserting in lieu
3 thereof the date "December 31, 2013".

4 3. To change the hourly compensation for professional services under such
5 as follows:

6	Managing Partners	up to \$375.00 per hour
7	Executive Consultants	up to \$340.00 per hour
8	Senior Consultants	up to \$275.00 per hour
9	Supervising Engineer/Analyst/Economist	up to \$250.00 per hour
10	Senior Engineer/Analyst/Economist	up to 225.00 per hour
11	Engineer/Analyst/Economist	up to \$175.00 per hour
12	Executive Administrative Assistant	up to \$125.00 per hour

13 4. Convicted Felon
14 The Contractor swears that it complies with Section 2-8 (c) of the Code of
15 the City of New Orleans. No Contractor principal, member, or officer has,
16 within the preceding five years, been convicted of, or pled guilty to, a
17 felony under state or federal statutes for embezzlement, theft of public
18 funds, bribery, or falsification or destruction of public records.

19 5. Non-Solicitation
20 The Contractor swears that it has not employed or retained any company
21 or person, other than a bona fide employee working solely for him, to
22 solicit or secure the subject contract. The Contractor has not paid or
23 agreed to pay any person, other than a bona fide employee working for

1 him, any fee, commission, percentage, gift, or any other consideration
2 contingent upon or resulting from the subject contract.

3 6. Inspector General Cooperation

4 It is agreed that the contractor or applicant will abide by all provisions of
5 City Code §2-1120, including but not limited to City Code §2-1120(12),
6 which requires the contractor to provide the Office of Inspector General
7 with documents and information as requested. Failure to comply with
8 such requests shall constitute a material breach of the contract. In signing
9 this contract, the contractor agrees that it is subject to the jurisdiction of
10 the Orleans Parish Civil District Court for purposes of challenging a
11 subpoena.

12 7. Ownership Interest

13 The Contractor shall provide a sworn affidavit listing all persons, natural
14 or artificial, with an ownership interest in the Contractor and stating that
15 no other person holds an ownership interest in the contractor via a counter
16 letter. For the purposes hereof, an "ownership interest" shall not be
17 deemed to include ownership of stock in a publicly traded corporation or
18 ownership of an interest in a mutual fund or trust that holds an interest in a
19 publicly traded corporation. If the Contractor fails to submit the required
20 affidavits, the City may, after 30 days' written notice to the prime
21 Contractor, take such action as may be necessary to cause the suspension
22 of any further payments until such the required affidavits are submitted.
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8. Subcontractor Reporting

The Contractor shall provide a list of all persons, natural or artificial, who are retained by the Contractor at the time of the contract's execution and who are expected to perform work as subcontractors in connection with the Contractor's work for the city. In regard to any subcontractor proposed to be retained by the Contractor to perform work on the contract with the city, the Contractor must provide notice to the city within 30 days of retaining said subcontractor. If the Contractor fails to submit the required lists and notices, the City may, after 30 days' written notice to the prime Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required lists and notices are submitted.

1 IN WITNESS WHEREOF:

2 ATTEST

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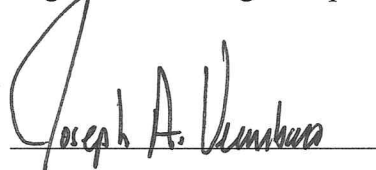
CITY COUNCIL

Stacy Head
City Council President

8 _____
9 Martha R Simons

Legend Consulting Group Limited

10 _____
11 Charlette Deluir


Joseph A. Vumbaco

By: Joseph A. Vumbaco
President
8055 East Tufts Avenue
Suite 1250
Denver, Colorado 80237-2835
841153900
Federal ID Number

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19 Approved: 
20 Law Department
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