

K13-1134

**AGREEMENT FOR PROFESSIONAL SERVICES**  
**BETWEEN**  
**THE COUNCIL OF THE CITY OF NEW ORLEANS**  
**AND**  
**OXFORD ACOUSTICS, INC.**

**THIS AGREEMENT** made this 15<sup>th</sup> day of September 2013, by and between the Council of the City of New Orleans, herein represented by Jacquelyn Brechtel Clarkson, Council President (hereinafter referred to as "the City"), and Oxford Acoustics, Inc., (hereinafter referred to as "Contractor").

**RECITALS**

**WHEREAS**, pursuant to Motion M-12-02 the Council authorized the Council President to sign a contract with Oxford Acoustics, Inc. to provide professional services for the collection and analysis of data related to sound levels in various parts of the City, as well as an analysis of the City's noise ordinance; and

**WHEREAS**, it is necessary to extend and renew this contract; and

**WHEREAS**, all parties to the agreements dated January 5, 2012 desire to amend the agreement and have the necessary authority to do so; and

**WHEREAS**, by Motion M-13-323 adopted on September 12, 2013, the President of the Council is hereby authorized to sign a contract amendment with Oxford Acoustics, Inc. extending the contract through 2013;

**THEREFORE, IT IS HEREBY AGREED:**

1. To change the termination date of the agreement by deleting the date, "April 30, 2012" on line 28 of page 5 of 6 and inserting in lieu thereof the date "December 31, 2013".
2. To change and expand the scope of services to include the additional services outlined in Attachment "A1".
3. To increase the maximum compensation payable under the terms of this agreement by "\$2392.00" thereby increasing the amount on lines 18 and 29 of page 2 of 6 and line 1 of page 3 of 6 of the Agreement dated January 5, 2012 for the firm of Oxford Acoustics, Inc. The maximum compensation for all services including professional hours and expenses shall not exceed Seventeen Thousand Two Hundred Forty-Two Dollars (\$17,242.00). If there are any necessary and ordinary expenses attached to the work of the firm of Oxford Acoustics, Inc. these expenses shall be reimbursable by the City but the total amount of such expenses, in addition to the fees shall not exceed Seventeen Thousand Two Hundred Forty-Two Dollars (\$17,242.00).
4. To provide that the compensation under this amendment, for work performed after September 12, 2013, shall be made in accordance with the following hourly rate schedule:

Standard Investigation and Reporting	\$125.00/hour
Expert Investigation and Report for Legal Matters	\$187.50/hour
Expert Testimony/Deposition	\$250.00/hour

Payment under this agreement shall be made pursuant to detailed monthly invoices submitted by the firm, subject to review and approval by the City for payment.

5. To provide that all work described in Attachment "A1" will be completed by October 31, 2013.

IN WITNESS THEREOF:

CITY OF NEW ORLEANS

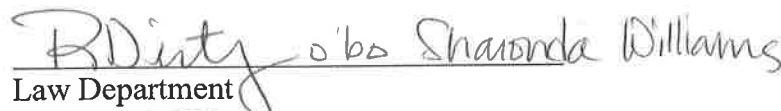
  
Jacquelyn Brechtel Clarkson

Oxford Acoustics, Inc.



By: David S. Woolworth  
Principal, Oxford Acoustics, Inc.  
356 CR 102  
Oxford, MS 38655  
(662) 513-0665  
(662) 701-7534 (m)  
Taxpayer I.D. Number: 20-5072251

Approved:

  
Law Department  
Sharonda Williams  
City Attorney

## **ATTACHMENT "A1"**

### **SCOPE OF SERVICES**

Contractor agrees to provide the following services:

1. Presentation of the initial report to the working group established by Mayor Landrieu and Councilmember Gisleson Palmer and work with them to discuss the report's recommendations.
2. Prepare and provide answers/comments to questions/suggestions from the public that were made at the Council's Housing and Human Needs Committee meeting of August 19, 2013 so that those answers/comments may be posted to the Council's website.
3. Prepare and provide answers to additional questions and comments that are submitted by the public before September 30, 2013- via a comment submission form on the Council's website.
4. Respond to questions posed by Councilmembers and Council staff before September 30, 2013 with regard to the initial report and recommendations.