

K23-585

AMENDMENT NO. 6 TO THE PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

GREENPOINT ENGINEERING, LLC

RR022 – CENTRAL CITY GROUP B (PMOPI)

THIS SIXTH AMENDMENT (the “**Agreement**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and GreenPoint Engineering, LLC, represented by Amer Tufail, P.E., Principal (the “**Engineer**”). The City and the Consultant are sometimes collectively referred to as the “**Parties.**” This Amendment is effective as of the date of execution by the City (the “**Effective Date**”).

RECITALS

WHEREAS, the City and the Engineer are parties to a professional service agreement dated effective August 26, 2019 (the “**Agreement**”) for the Engineer to provide professional engineering design and construction administration services for FEMA-eligible roadway repairs on assigned streets within the Central City Group B neighborhood (the “**Project**”); and

WHEREAS, on July 2, 2020, the City and the Engineer amended the Agreement for the first time to increase compensation for additional survey and scope needed and to adjust project boundaries (“**Amendment No. 1**”);

WHEREAS, on April 9, 2021, the City and the Engineer amended the Agreement for the second time to include the updated federal contract clauses to ensure FEMA compliance and reimbursement;

WHEREAS, on July 13, 2021, the City and the Engineer amended the Agreement for the third time to extend its term for continuity of services;

WHEREAS, on June 29, 2022, the City and the Engineer amended the Agreement for the fourth time to extend its term for continuity of services;

WHEREAS, on November 18, 2022, the City and the Engineer amended the Agreement for the fifth time to correct a typographical error that identified the incorrect amount for Phase II. Preliminary Design;

WHEREAS, additional design and construction administration services are needed to complete the Project as well as to add resident inspection services now that the Project is in construction;

WHEREAS, in response to the City's request, the Engineer submitted a supplemental proposal dated April 18, 2023 (the "Supplemental Proposal") for the Engineer to perform the additional work, and the City has accepted the Engineer's Supplemental Proposal;

WHEREAS, the City and the Engineer, each having the authority to do so, desire to enter this Amendment to extend the term for continuity of services, to increase the fee for design and construction administration, and to add funding for resident inspection services;

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

A. EXTENSION. The term of this Agreement is extended for one (1) year from August 26, 2022 through August 25, 2024.

B. COMPENSATION. In accordance with the Engineer's Supplemental Proposal, the Engineer's fees are adjusted as follows:

1. Fees Added by this Amendment. The Engineer's fees are increased by \$748,189.27 as follows:

CHANGE FROM:

PHASE IV(a). Final Design	\$ 160,611.00
PHASE IV(b). Bid & Award	\$ 26,769.00
PHASE V(a). Construction Administration	\$ 160,611.00
PHASE V(b). Construction Close Out	\$ 26,769.00
PHASE V(c). Inspection, Reporting, & Verification	TBD

CHANGE TO:

PHASE IV(a). Final Design	\$ 343,798.39
PHASE IV(b). Bid & Award	\$ 30,694.31
PHASE V(a). Construction Administration	\$ 428,274.25
PHASE V(b). Construction Close Out	\$ 30,694.31
PHASE V(c). Inspection, Reporting, & Verification	\$ 290,160.00

The fee under Phase V(b) Inspection, Reporting, & Verification is to be paid at the hourly rate of \$72.00.

2. **Maximum Compensation.** The total maximum aggregate compensation payable by the City to the Engineer is increased from \$576,446.00 to a not to exceed amount of \$1,324,635.27. This amount can only be increased by a validly executed written amendment.

C. **CONVICTED FELON STATEMENT.** The Engineer swears that it complies with City Code § 2-8(c). No Engineer 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 Engineer 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 Engineer 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.

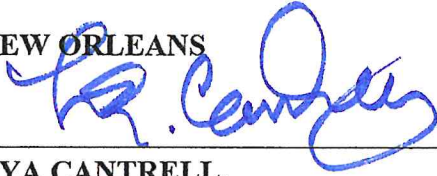
F. **PRIOR TERMS BINDING.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement, as amended, remain in full force and effect.

(Signatures contained on the following page)

(Remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the City and the Engineer, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY: 

LATOYA CANTRELL,
MAYOR

Executed on this 26th day of JUN, 2023

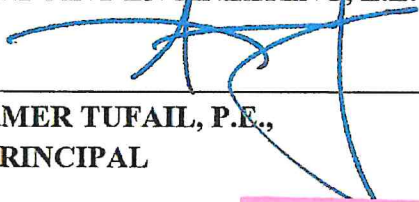
FORM AND LEGALITY APPROVED:

Law Department

By: 

Name: Tracy Tyle

GREENPOINT ENGINEERING, L.L.C.

BY: 

AMER TUFAIL, P.E.,
PRINCIPAL

CORPORATE TAX I.D. 