

**AMENDMENT NO. FOUR TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
GCE SERVICES, LLC**

THIS FOURTH AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and GCE Services, LLC, represented by Jacquelyn Dadakis, Chief Operating Officer (the “**Contractor**”). The City and the Contractor are sometimes referred to as the “**Parties.**” The Amendment is effective as of February 1, 2022 (the “**Effective Date**”).

RECITALS

WHEREAS, on February 2, 2016 the City and the Contractor entered into a professional services agreement to provide energy efficiency audits of building systems and operations of City-owned facilities to reduce utility consumption and expenses;

WHEREAS, on February 2, 2017 the City and the Contractor entered into a First Amendment to the Agreement to ensure continuity of services;

WHEREAS, on February 2, 2018 the City and the Contractor entered into a Second Amendment to the Agreement to modify the scope of work, increase compensation, and extend the term of the Agreement ensure continuity of services;

WHEREAS, on February 1, 2020 the City and the Contractor entered into a Third Amendment to the Agreement to modify the scope of work and extend the term of the Agreement ensure continuity of services;

WHEREAS, the City and Contractor, each having authority to do so, now desire to amend the agreement to modify the scope of work, modify the maximum aggregate compensation, and extend the term of the Agreement to ensure continued service;

WHEREAS, the Contractor is agreeable to continuing its performance of services under and subject to the terms of the Agreement; and

NOW, THEREFORE, the City and Contractor, for the consideration and under the conditions set forth, agree as follows:

A. Scope of Agreement. The Agreement is amended as follows:

a. Under Article I, the Contractor’s Obligations, Section A, Services:

i. Remove items 2, 9, & 11-13;

ii. Addition of the following obligations:

1. Consistent monitoring of BAS systems including identifying and communicating alarms, monitoring of compliance to schedules and set points, identification of programming faults, and active management of schedules (see Exhibit A, Contractor’s Proposal, for specific list).
2. Engagement with facility staff and Property Management to identify and implement comfortable and efficient set points, system

schedules, and sequence of operations for equipment controlled by the BAS.

3. Ongoing support regarding measurement of energy performance and comfort, including WegoWise, data loggers, and submeters.
4. Engagement and training with Property Management staff to ensure the systems are run properly.
5. Conduct quarterly meetings with Property Management and other relevant departments.
6. Conduct biweekly coordination meeting with Property Management
7. Support creation and review of any documentation and reports regarding energy management, WegoWise, and EnergySmart projects to be presented to Mayor or City Council.
8. Design review of internal energy efficiency revolving loan fund mechanism.

B. Term. The Agreement is renewed for an additional year beginning the Effective Date through January 31, 2023.

C. Compensation. Article III, Section B is amended as follows:

a. The compensation shall be as follows:

- i. Over the term of this agreement, the City will make five payments to the contractor, with the first four payments equal to \$34,612.00. The final payment will be a retainer in the amount of \$34,616.00 and be paid upon the completion of all deliverables under this contract.

b. The maximum aggregate amount payable by the City under this Amendment is \$173,064.00.

D. Additional Miscellaneous Provisions. The following terms and conditions are added to the Agreement, as amended:

ARTICLE XI - 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 Contractor 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.

E. Subcontract Requirements. As required by Section 70-804 of the City Code, the Contractor, 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.

F. Reporting. On or before January 31st and upon request by the City, the Contractor 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

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

H. **Remedies.** If the Contractor 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.

Article XII - FORCE MAJEURE

A. **Event.** An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the City at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by City); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of City, provided such event was not caused by the negligence or misconduct of City, by the failure of City to comply with applicable laws, or by the breach of this Agreement.

B. **Notice.** To seek the benefit of this Article, the City must provide notice in writing to the Contractor stating: (1) an event triggering this Article has occurred; (2) the anticipated effect of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Agreement is being suspended

C. **Effect.**

1. Upon the occurrence of a Force Majeure event, for which the City has provided required notice, the City may, at its sole discretion:
 - a. Suspend this Agreement for a duration to be set by the City, not to exceed 90 days. During such time of suspension, the Parties will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, the Contractor must take all commercially reasonable actions to mitigate against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the City; or
 - b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to Contractor and without any further compensation due.
2. Notwithstanding Section C(1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

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- E. **Cost Recovery.** In accordance with Section 2-8.1 of the Municipal Code entitled "Cost recovery in contracts, cooperative endeavor agreements, and grants," to the maximum extent permitted by law, the Contractor shall reimburse the City or disgorge anything of value or economic benefit received from the City if the Contractor fails to meet its contractual obligations.
- F. **Convicted Felon Statement.** Contractor swears that it complies with City Code § 2-8(c). No principal, member, or officer has, within the preceding five (5) 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.
- G. **Non-Solicitation Statement.** Contractor 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. Contractor 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.
- H. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.
- I. **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 Contractor, 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: Andrew Gregorin

GCE SERVICES, LLC

BY: 

JACQUELYN DADAKIS, CHIEF OPERATING OFFICER

FEDERAL TAX I.D.

EXHIBIT A CONTINUED ON NEXT PAGES

EXHIBIT A

CONTRACTOR'S PROPOSAL

GCE Services proposes to stay engaged for the period of Dec. 2021 through November 2022, providing energy management to the city facilities with BAS Systems that allow off site access and control. A full list of these buildings is provided in Table 1 on the following page. In total, these buildings represent an annual energy savings potential of approximately \$1,125,000 per year. To achieve these savings requires consistent attention to operations and set points and ongoing monitoring of systems to ensure equipment is running in auto mode and maintain comfort conditions in the building.

We propose full energy management support for the 23 buildings listed in Table 1 representing 1.4 million sq. ft. of conditioned space. Energy management includes the following tasks at each building:

1. Consistent monitoring of BAS systems including identifying and communicating alarms, monitoring compliance to schedules and set points, identification of programming faults, and active management of schedules.
2. Engagement with facility staff and Property Management to identify and implement comfortable and efficient set points, system schedules, and sequence of operations for equipment controlled by the BAS.
3. Ongoing support regarding measurement of energy performance and comfort, including WegoWise, data loggers, and submeters.
4. Engagement and training with Property Management staff to ensure the systems are run properly.

In addition, GCE Services will provide the following services under this contract:

5. Quarterly review meetings with Property Management and other relevant departments.
6. Biweekly coordination meeting with Property Management.
7. Support of creation and review of any documentation and reports regarding energy management, WegoWise, and EnergySmart projects to be presented to Mayor or City Council.
8. Design review of internal energy efficiency revolving loan fund mechanism.

Energy Management

Table 1

Building	SqFt	EM Cost per month	Annual
Algiers City Court	10,500	\$ 108.00	\$ 1,296.00
Arthur Monday MSC	29,875	\$ 305.00	\$ 3,660.00
City Hall	370,000	\$ 3,774.00	\$ 45,288.00
Coroner	21,607	\$ 221.00	\$ 2,652.00
Criminal Court	173,502	\$ 1,770.00	\$ 21,240.00
Criminal Evidence Bldg	64,014	\$ 653.00	\$ 7,836.00
District Attorney Office	55,800	\$ 570.00	\$ 6,840.00
EMS	15,636	\$ 160.00	\$ 1,920.00
Gallier Hall	48,000	\$ 490.00	\$ 5,880.00
Juvenile Justice Center	140,000	\$ 1,428.00	\$ 17,136.00
Allie Mae Williams	63,750	\$ 651.00	\$ 7,812.00
NOFD HQ	8,800	\$ 90.00	\$ 1,080.00
NOPD 1st District	9,000	\$ 92.00	\$ 1,104.00
NOPD 2nd District	17,312	\$ 177.00	\$ 2,124.00
NOPD 3rd District	11,100	\$ 114.00	\$ 1,368.00
NOPD 5th District	17,600	\$ 180.00	\$ 2,160.00
NOPD 6th District	10,800	\$ 111.00	\$ 1,332.00
NOPD 7th District	19,000	\$ 194.00	\$ 2,328.00
NOPD Headquarters	103,651	\$ 1,058.00	\$ 12,696.00
NOPD Special Operations	17,000	\$ 174.00	\$ 2,088.00
NOPD Training Academy	22,700	\$ 232.00	\$ 2,784.00
Oscar Medrano Health Clinic	17,309	\$ 177.00	\$ 2,124.00
VA	165,897	\$ 1,693.00	\$ 20,316.00
Total	1,412,853	\$ 14,422.00	\$173,064.00

Payment:

The total value of this contract is **\$173,064.00**. For this contract will we invoice quarterly in 4 equal payments of **\$34,612.00** on the following dates 12/1/21, 3/1/22, 6/1/22, 9/1/22 with a final, fifth retainage payment of **\$34,616.00** due after completion of the contract on 11/30/22.