K20-1075

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NEW ORLEANS AND GCE SERVICES, LLC

THIS THIRD 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, 2020 (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, the City and Contractor, each having authority to do so, now desire to amend the agreement to modify the scope of work 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. Add in the following obligations:
         1. Conduct level I audits for identified year 3 properties (see Exhibit A, Contractor's Proposal, for specific list), including cost and savings estimates for proposed energy efficiency recommendations;
         2. Create & update recommendation spreadsheets for each department which documents specific energy efficiency recommendations, their

cost and savings estimates, as well as other relevant information requested by City staff;
3. Conduct quarterly department meetings to review energy efficiency recommendations which shall include:
    a. Energy use and savings analysis;
    b. Any outstanding items impeding progress;
4. Conduct biannual Entergy coordination meetings addressing:
    a. Discrepancies in bills;
    b. Proposed rate changes, including analysis of savings realized;
    c. Any relevant topics of discussion;

B. ***Term.*** The Agreement is renewed for an additional two years beginning the Effective Date through January 31, 2022.

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 thirteen payments to the contractor, with the first twelve payments equal to $13,320.00. The final payment will be a retainer in the amount of $13,330.66 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 $173,410.66.

D. ***Invoices.***
  1. The Contractor must submit invoices monthly (unless agreed otherwise between the parties to this Agreement) to the City electronically, via its supplier portal, for goods or services provided under this Agreement no later than 10 calendar days following the end of the period covered by the invoice. Untimely invoices may result in delayed payment for which the City is not liable. At a minimum, each invoice must include, at a minimum, the following information:
  a. Name of Contractor;
  b. Date of Invoice;
  c. Invoice Number;
  d. Contract or Purchase Order Number issued by the City (i.e. K#);
  e. Name of the City Department to be invoiced (i.e. City Civil Service);
  f. Description of the Services completed;
  g. An authorized signature under penalty of perjury attesting to the validity and accuracy of the invoice.
  2. The City may require changes to the form of the invoice and may require additional supporting documentation to be submitted with invoices.

E. ***Payment.*** Unless otherwise agreed by the City, payment terms are NET 30 days upon providing that goods and/or services described under this Agreement have been delivered, installed (if required), rendered, and/or accepted and upon receipt by the City of properly submitted invoice via the City's supplier portal.

F. ***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.

G. ***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.

H. ***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.

I. ***Prior Terms Binding.*** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

J. ***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.

IN WITNESS WHEREOF, the parties hereto have entered into this Second Amendment as of the date set forth herein.

CITY OF NEW ORLEANS

By: ______________________
LaToya Cantrell, Mayor

Form and Legality Approved:
Law Department
City of New Orleans

By: ______________________

Printed Name: ______________________

GCE SERVICES, LLC

____
By: Jacquelyn Dadakis, Chief Operating Officer

Federal Tax I.D. No.

EXHIBIT A

CONTRACTOR'S PROPOSAL

GCE Services proposes to stay engaged 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 2. In total, these buildings represent an annual energy savings potential of approximately $1,125,000 per year. To achieve these savings requires mainly no cost adjustments to operations and set points and ongoing monitoring of systems to ensure operations follows BAS programing.

We propose full energy management support to the 26 buildings listed in Table 1. Energy management includes the following monthly tasks at each building:

1. Consistent monitoring 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 order of operations for equipment controlled by the BAS.
3. Ongoing support regarding measurement of energy performance and comfort, including WegoWise, data loggers, and a submeters.
4. Engagement and training with Property Management staff to ensure the systems are run properly.

The GCE Services team will produce an annual Building Automation System summary report for each building (see Table 2 for timeline):

5. An updated BAS Review identifying current software and programming deficiencies.
6. Updated recommendations for capital or operational changes to achieve efficient scheduling, order of operations, and equipment setpoints.
7. A report on recent trend logs for alarms, temperature, and humidity to identify potentially faulty hardware including thermostats and sensors.
8. A meeting with facility maintenance staff to educate on the importance of regular BAS oversight.
9. Support to facility staff implementing recommended BAS operations and setpoint adjustments.
10. Updated capital improvement tracking spreadsheets by department.

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

11. Quarterly review meetings with Property Management and other relevant departments.
12. Biweekly coordination meeting with Property Management.
13. 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..
14. Design review of internal energy efficiency revolving loan fund mechanism.
15. Up to 80 hour supporting other Property Management projects. Budget

Energy Management

Table 1

Building	SF	EM Cost per month	Annual
Veterans Administration			
CRRC/Low-Barrier Shelter (Floors 1 & 2 –Building F)	29607	$ 444.11	$ 5,329.26
Old Engineering Building (Floors 1-3 – Building H)	16665	$ 249.98	$ 2,999.70
1st Floor Pharmacy – Building G	12000	$ 180.00	$ 2,160.00
MRI Building/Clinic (1st Floor)	14479	$ 217.19	$ 2,606.22
9th & 10th Floors – Building 6	40700	$ 610.50	$ 7,326.00
SubTotal	113,451	$ 1,701.77	$ 20,421.18
Algiers City Court	10500	$ 157.50	$ 1,890.01
Arthur Monday MSC	29875	$ 448.12	$ 5,377.45
Coroner	21607	$ 324.10	$ 3,889.25
Criminal Court	173502	$ 2,602.53	$ 31,230.38
District Attorney Office	55800	$ 837.00	$ 10,044.04
EMS	15636	$ 234.54	$ 2,814.53
Gallier Hall	48000	$ 720.00	$ 8,639.99
Juvenile Justice Center	112000	$ 1,680.00	$ 20,159.98
Municipal Traffic Court	65000	$ 975.00	$ 11,699.99
Allie Mae Williams Municipal Waste Transfer Station	63750	$ 956.25	$ 11,475.00
NOFD Engine CO #29	8800	$ 132.00	$ 1,584.00
NOPD 1st District	9,000	$ 135.00	$ 1,619.99
NOPD 2nd District	17,312	$ 259.68	$ 3,116.16
NOPD 3rd District	11100	$ 166.50	$ 1,998.00
NOPD 5th District	17600	$ 264.00	$ 3,167.98
NOPD 6th District	10800	$ 162.00	$ 1,944.01
NOPD 7th District	19000	$ 285.00	$ 3,420.00
NOPD Headquarters	103651	$ 1,554.76	$ 18,657.11
NOPD Special Operations	17000	$ 255.00	$ 3,060.01
NOPD Training Academy	22700	$ 340.50	$ 4,086.00
Oscar Medrano Health Clinic	17309	$ 259.63	$ 3,115.62
Total		**$ 14,450.89**	**$173,410.66**

Timeline of deliverables:

BAS Reports Schedule:

Payment:

The total value of this contract is **$173,410.66**. For this contract will we invoice in 12 equal payments of **$13,320** on the first of the month with a final, thirteenth retainage payment of **$13,330.66** due for completion of all deliverables.

GCE Services will provide an ASHRAE I audit of city facilities for $0.07 per square foot.