

K23-726

AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

GREENPOINT ENGINEERING, LLC

RR207 – CENTRAL CITY GROUP E (FRC)

THIS THIRD AMENDMENT (the “**Amendment**”) 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, agent/officer (the “**Engineer**”). The City and the Engineer 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 services agreement dated June 30, 2021 (the “**Agreement**”) for the Engineer to provide professional engineering design and construction administration services for FEMA-eligible roadway repairs on assigned streets within the RR207 – Central City Group E neighborhood (the “**Project**”);

WHEREAS, on February 26, 2022, the City and the Engineer amended the Agreement for the first time to include the updated federal contract clauses to ensure FEMA compliance and reimbursement;

WHEREAS, on May 22, 2023, the City and the Engineer amended the Agreement for the second time to extend the term for continuity of services;

WHEREAS, additional design services are needed for the replacement of water lines and lining and the replacement of sewer lines on the 1100 and 2700 blocks of Magnolia;

WHEREAS, in response to the City’s request, the Engineer submitted a supplemental proposal dated May 24, 2023 (the “**Supplemental Proposal**”) 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 add design services and fees for the replacement of water lines and lining and replacement of sewer lines on the 1100 and 2700 blocks of Magnolia;

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

A. 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 \$288,639.00 as follows:

CHANGE FROM:

PHASE II.	Preliminary Design (Development)	\$ 222,996.00
PHASE IV(a).	Final Design (Construction Documents)	\$ 222,996.00
PHASE IV(b).	Bid & Award	\$ 36,856.00
PHASE V(a).	Construction Administration	\$ 222,996.00
PHASE V(b).	Construction Close Out	\$ 36,856.00

CHANGE TO:

PHASE II.	Preliminary Design (Development)	\$ 326,814.00
PHASE IV(a).	Final Design (Construction Documents)	\$ 326,814.00
PHASE IV(b).	Bid & Award	\$ 39,819.00
PHASE V(a).	Construction Administration	\$ 286,626.00
PHASE V(b).	Construction Close Out	\$ 51,266.00

2. **Maximum Compensation.** The total maximum aggregate compensation payable by the City to the Engineer is increased from \$776,181.00 to a not to exceed amount of \$1,064,820.00. This amount can only be increased by a validly executed written amendment.

B. 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.

C. 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.

D. 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.

E. 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.

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 29th of August, 2023.

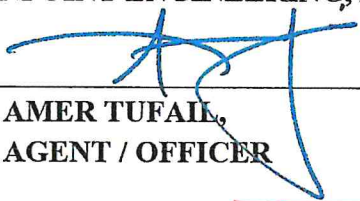
FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy

GREENPOINT ENGINEERING, LLC

BY: 

AMER TUFAIL,
AGENT / OFFICER

CORPORATE TAX I.D. 