

K23-347

AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

MSMM ENGINEERING, LLC

RR115 – LOWER NINTH WARD SOUTH 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 MSMM Engineering, LLC, represented by Manish Mardia, President (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 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 Lower Ninth Ward South Group E neighborhood (the “**Project**”);

WHEREAS, on April 16, 2021, the City and the Engineer amended the Agreement for the first time to include these updated federal contract clauses to ensure FEMA compliance and reimbursement, to extend the duration for continuity of services, and to increase compensation for Resident Inspection Services;

WHEREAS, on July 6, 2022, the City and the Engineer amended the Agreement for the second time to extend the duration for continuity of services, and to increase compensation for Resident Inspection Services;

WHEREAS, additional resident inspection services are needed to complete the Project due to various construction delays;

WHEREAS, in response to the City’s request, the Engineer submitted a supplemental proposal dated October 19, 2022 (the “**Supplemental Proposal**”) to perform the additional resident inspection services, 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 and to increase compensation 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 the Agreement is extended for one (1) year from August 26, 2023 through August 25, 2024.

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

1. **Additional Fees Added by this Amendment.** In accordance with the Engineer's Supplemental Proposal, \$92,880.00 is added for additional resident inspection services under Phase V(c). This amount is to be billed at the hourly rate of \$72.00.

2. **Maximum Compensation.** The total maximum aggregate compensation payable by the City to the Engineer is increased by \$92,880.00 from \$899,276.00 to a not to exceed amount of **\$992,156.00**. The City's obligation to compensate the Engineer under this Agreement will not exceed the maximum aggregate amount payable at any time unless 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.

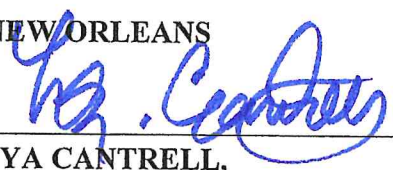
F. **PRIOR TERMS BINDING.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement, as amended, remain in full force and effect.

(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

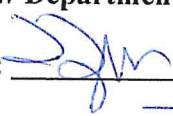
BY: 

LATOYA CANTRELL,
MAYOR

Executed on this 15th day of May, 2023.

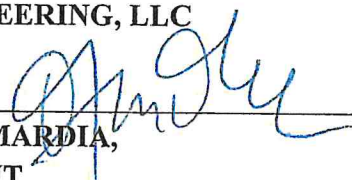
FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy Tipton

MSMM ENGINEERING, LLC

BY: 

MANISH MARDIA,
PRESIDENT


CORPORATE TAX I.D.