

K22-466

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

PIVOTAL ENGINEERING, LLC

EMERGENCY FACILITY ASSESSMENTS

THIS FIRST AMENDMENT (the "Amendment") is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the "**City**"), and Pivotal Engineering, LLC, represented by Avinash Mehta, Principal (the "**Contractor**" or "**Consultant**"). The City and the Consultant are sometimes each referred to as a "**Party**," and collectively, as the "**Parties**." The Amendment is effective as of the date of execution by the City (the "**Effective Date**").

RECITALS

WHEREAS, on September 27, 2021, the City and the Consultant entered into a Professional Services Agreement for Consultant to provide professional services including emergency facility assessments (the "**Agreement**"); and

WHEREAS, the City and the Consultant, each having the authority to do so, desire to enter this Amendment to extend the duration, increase the compensation, and amend the scope of services of the Agreement.

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

1. **Extension.** In accordance with Article V of the Agreement, the term is extended for an additional one year from September 27, 2022 through September 26, 2023.
2. **Compensation.** The compensation described in Article IV(B) of the Agreement is increased by \$352,460.00, from \$1,200,000.00 to a total amount not to exceed \$1,552,460.00.
3. **Scope of Services.** Article I(A)(1) of the Agreement is revised to read as follows:
 1. Assess Hurricane Damage to City Buildings and Parks. Following assessments, Consultant will remain responsible to assist City in all related engagements with FEMA and the City's insurers and their claims representatives to substantiate Consultant's assessments and prove City's respective claims.
4. **Convicted Felon Statement.** The Consultant swears that it complies with City Code Section 2-8(c). No Consultant 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.
5. **Non-Solicitation Statement.** The Consultant 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 Consultant 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.

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

7. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Amendment, but all of which, when taken together, shall constitute one and the same agreement.

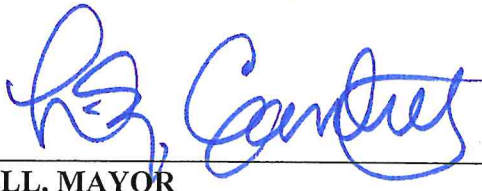
8. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original 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 Consultant, through their duly authorized representatives, execute this Agreement.

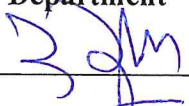
CITY OF NEW ORLEANS

BY: 
LATOYA CANTRELL, MAYOR

Executed on this 3rd of May, 2022

FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tracy Tyle

PIVOTAL ENGINEERING, LLC

BY: 
AVINASH MEHTA, PRINCIPAL


FEDERAL TAX I.D.