

K21-1279

**AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF NEW ORLEANS  
AND  
GREENPOINT ENGINEERING, LLC  
2019 DRAINAGE IMPROVEMENTS PROJECT**

**THIS SECOND 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, P.E., Principal (the “**Engineer**”). The City and the Engineer are sometimes collectively referred to as the “**Parties.**” This Amendment is effective as of November 8, 2021 (the “**Effective Date**”).

**RECITALS**

**WHEREAS**, the City and the Engineer are parties to a professional services contract dated November 8, 2019 (the “**Agreement**”) for the to provide professional design, engineering, public works asset management, construction management and/or inspection services to design, assess, build and/or repair streets, sidewalks, drainage systems, utilities, and other public works infrastructure features city-wide as part of the 2019 Drainage Improvements Project (the “**Project**”);

**WHEREAS**, on December 1, 2020, the City and the Engineer amended the Agreement for the first time to extend the term for continuity of services, to increase fees for Phase I Scoping Services, and to add design fees to the Project;

**WHEREAS**, the City and the Engineer, both having the authority to do so, now desire to further amend the Agreement to extend its term for continuity of the services;

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

**A. EXTENSION**: The term of this Agreement is extended for one (1) additional year from November 8, 2021 through November 7, 2022.

**B. LIVING WAGES.**

1. **Definitions.** Unless otherwise expressly provided in this Agreement, Capitalized terms used but not defined herein, shall have the definition attributed to them in Article VIII, Section 70-802 of the City Code.

2. **Compliance.** To the fullest extent permitted by law, the Engineer agrees to abide by City Code Sections 70-801, *et seq.*, which requires, in pertinent part, the following:

- Payment of an hourly wage to Covered Employees equal to the amounts defined in the City Code (“**Living Wage**”);
- 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
- 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.

3. **Current Living Wage.** In accordance with the Living Wage Ordinance, Living Wage shall be as follows:

\$11.19 per hour for any work performed on or before December 31, 2021;

\$13.25 per hour for any work performed on or before December 31, 2022;

\$15.00 per hour for any work performed on or before December 31, 2023; and

\$15.00 per hour plus any adjustment provided in subsection D below for any work performed during calendar year 2024 or thereafter.

4. **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.

5. **Subcontract Requirements.** As required by Section 70-804 of the City Code, the Engineer, 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.

6. **Reporting.** On or before January 31<sup>st</sup> and upon request by the City, the Engineer 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 1  
 340 Poydras Street – Suite 1800  
 New Orleans, Louisiana 70112

7. **Compliance Monitoring.** Covered Employers under this Agreement 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 Engineer 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 Engineer 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 Engineer, payroll records and employee paychecks; and (ii) that the City may audit such records of the Engineer as he or she reasonably deems necessary to determine compliance with the Living Wage standards.

8. **Remedies.** If the Engineer fails to comply with the Living Wage requirements during the term of the Agreement, 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.

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.

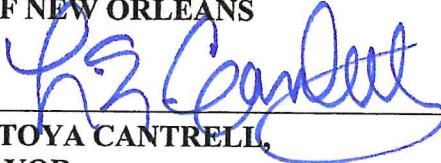
E. **ELECTRONIC SIGNATURE AND DELIVERY:** The Parties agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. 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 Agreement.

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)*


IN WITNESS WHEREOF, the City and the Engineer, through their duly authorized representatives, execute this Amendment.

CITY OF NEW ORLEANS

BY:   
LATOYA CANTRELL,  
MAYOR

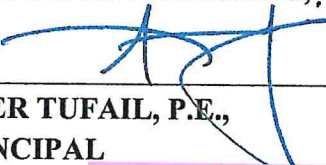
Executed on this 15<sup>th</sup> day of December, 2021.

FORM AND LEGALITY APPROVED:  
Law Department

By: 

Printed Name: Andrew Gregorian

GREENPOINT ENGINEERING, LLC

BY:   
AMER TUFAIL, P.E.,  
PRINCIPAL

  
CORPORATE SEAL