

K22-893

AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

GREENPOINT ENGINEERING, LLC

2019 DRAINAGE IMPROVEMENTS PROJECT

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, 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, 2022 (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, on December 15, 2021, the City and the Engineer amended the Agreement for the second time to extend the term for continuity of services;

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, 2022 through November 7, 2023.

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 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.

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.

(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: [Signature] for
LATOYA CANTRELL,
MAYOR

Executed on this 23rd day of September, 2022.

FORM AND LEGALITY APPROVED:

Law Department

By: [Signature]

Printed Name: Tracy Lyb

GREENPOINT ENGINEERING, LLC

BY: [Signature]
AMER TUFAIL, P.E.,
PRINCIPAL

[Redacted]
CORPORATE TAX I.D.