

AMENDMENT NO. 7 TO THE PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

MB3, INC. DBA CIVIX

RFP NO. 564 - INFRASTRUCTURE STAFF AUGMENTATION

THIS SEVENTH AMENDMENT (the “**Amendment**”) is entered into by and between the City of New Orleans, represented by LaToya Cantrell, Mayor (the “**City**”), and MB3, Inc. dba Civix, represented by Phillip Braithwaite, Chief Executive Officer (the “**Contractor**”). The City and the Contractor are sometimes each referred to as a “**Party**,” and collectively, 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 Contractor are parties to a professional services agreement dated March 9, 2021 (the “**Agreement**”) for the Contractor to provide professional services including consulting services to support the City’s Infrastructure Team in the design, project management, construction management, communications, database design, Critical Path Method (CPM) project schedule development, maintenance, modifications and claims analysis, cost estimating, and data management to support the delivery of infrastructure projects utilizing capital and grant funds (the “**Services**”);

WHEREAS, on March 22, 2022, the City and the Contractor amended the Agreement for the first time to permit the assignment of the Agreement to MB3, Inc., extend the term for continuity of services, increase compensation under the Agreement, and modify the terms and conditions of the Agreement;

WHEREAS, on March 22, 2023, the City and the Contractor amended the Agreement for the second time to extend its term for continuity of services and to include the updated federal contract clauses to ensure FEMA compliance and reimbursement;

WHEREAS, on March 11, 2024, the City and the Contractor amended the Agreement for the third time to extend its term for continuity of services;

WHEREAS, on June 18, 2024, the City and the Contractor amended the Agreement for the fourth time to update the Contractor’s hourly rates;

WHEREAS, on November 6, 2024, the City and the Contractor amended the Agreement for the fifth time to increase the maximum amount payable under this Agreement;

WHEREAS, on March 11, 2025, the City and the Contractor amended the Agreement for the sixth time to extend its term for continuity of services and increase the maximum amount payable under this Agreement;

WHEREAS, the City and the Contractor, each having the authority to do so, desire to enter this Amendment to extend the term for continuity of services, to revise the Contractor’s positions and hourly rates, and to increase compensation;

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

A. EXTENSION. In accordance with Article V of the Agreement, the term of the Agreement is extended for two (2) additional years, nine (9) months, and twenty-two (22) days from March 9, 2026, through December 31, 2028, to align with the end of the JIRR program.

B. RATE OF COMPENSATION. The City will pay the Contractor in accordance with the following hourly rates of pay by position:

Position	Hourly Rate
Case Manager	\$ 100.00
Purchasing Agent	\$ 125.00
Project Scheduler	\$ 140.00
(Capital) Project Manager	\$ 155.00
Deputy Program Manager	\$ 195.00
(DPW) Project Manager	\$ 175.00
(DPW) Construction Manager	\$ 140.00
Design Reviewer (Roadway)	\$ 155.00
Design Reviewer (Drainage)	\$ 155.00
Design Reviewer (Facilities)	\$ 155.00
Design Reviewer (Parks)	\$ 155.00
Database Designer	\$ 140.00
Cost Estimator	\$ 130.00
Project Data Manager/ Monitor	\$ 140.00
Program Analyst	\$ 140.00
Asset Manager	\$ 125.00
Contractor Project Manager	\$ 200.00
Grants Management Specialist	\$ 120.00
Quality Assurance/ Quality Control (QA/QC)	\$ 120.00

C. FEES ADDED BY THIS AMENDMENT. The City will pay the Contractor an additional **\$11,000,000.00** in compensation for basics services.

D. MAXIMUM AMOUNT. The maximum aggregate amount payable by the City for all services performed under this Agreement is not to exceed **\$21,500,000.00**. This amount is inclusive of all services and cannot be increased except by a validly executed amendment and the City’s Department of Finance has certified the availability of the additional funding. The City’s obligation to compensate the Contractor under this Agreement will not exceed the maximum aggregate amount payable at any time.

E. CONVICTED FELON STATEMENT. The Contractor swears that it complies with City Code Section 2-8(c). No Contractor principal, member, nor officer has, within the preceding five (5) 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.

F. NON-SOLICITATION STATEMENT. The Contractor swears that it has not employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid nor 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.

G. 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.

H. 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 the following page)

(The remainder of this page is intentionally left blank)

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

CITY OF NEW ORLEANS

BY: _____
LATOYA CANTRELL, MAYOR

Executed on this _____ of _____, 2025.

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

CITY OF NEW ORLEANS, CITY COUNCIL

BY: _____
CITY COUNCIL PRESIDENT

MB3, INC. DBA CIVIX

BY: _____
PHILLIP BRAITHWAITE, CHIEF EXECUTIVE OFFICER

CORPORATE TAX I.D.