

MOTION

NO. M-25-500

CITY HALL: September 25, 2025

BY: COUNCILMEMBER GIARRUSSO (BY REQUEST)

SECONDED BY:

WHEREAS, Section 70-10(a) of the New Orleans City Code ordains that certain contracts providing for the aggregate expenditure of more than \$1,000,000.00 in city funds during the initial term and all allowable renewal terms or having an initial term of more than one year must be signed by the president of the City Council; and

WHEREAS, Section 70-10(b) of the New Orleans City Code ordains that the President of the New Orleans City Council (“Council”) shall not execute any such contract unless authorized to do so by Council motion; and

WHEREAS, the City of New Orleans’ completed the procurement process in March 2021 and the City of New Orleans contracted with then GCR Inc. 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; and

WHEREAS, GCR Inc. transferred its assets to MB3, Inc., which includes GCR Inc.’s interest in the Agreement; and

WHEREAS, Article XIV, Section (B) of the Agreement permitted an assignment by GCR Inc. with the City’s written permission; and

WHEREAS, on March 9, 2022, the City and the Contractor entered into Amendment No.1 to permit the assignment of the Agreement to MB3, Inc., extend the term, increase compensation under the Agreement, and modify the terms and conditions of the Agreement; and

WHEREAS, MB3 Inc. agreed to assume all of GCR Inc.’s rights and obligations in the execution of Amendment No.1; and

WHEREAS, on March 22, 2023 and again on March 11, 2024, the City and the Contractor entered into Amendments No. 2 and No. 3, respectively, to extend the term for continuity of services; and

WHEREAS, on June 18, 2024, the City and the Contractor entered into Amendment No. 4 to update the Contractor's hourly rates; and

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; and

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; and

WHEREAS, the parties desire to enter into Amendment No. 7 to the professional services agreement, which will extend the term of the Agreement for two additional years through December 31, 2028, set hourly rates for Contractor staff, and increase the maximum amount payable under this agreement from \$10,500,000.00 to \$21,500,000.00, an increase of \$11,000,000.00 for the continuity of services, as more fully provided for in Amendment No. 7, attached hereto as Exhibit "A"; **NOW THEREFORE**

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the President of the Council shall be added as a signatory to the Amendment No. 7 to the professional services agreement between the City of New Orleans and MB3 Inc DBA Civix, which is attached hereto as Exhibit "A".

BE IT FURTHER MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the Clerk of Council shall forward copies of this motion and Amendment No. 7 to the professional services agreement to the City Attorney's Office to effectuate this request.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF, AND RESULTED AS FOLLOWS:

YEAS:

NAYS:

ABSENT:

AND THE MOTION WAS ADOPTED.

EXHIBIT “A”

AMENDMENT NO. 7 TO THE PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

MB3, INC. DBA CIVIX

INFRASTRUCTURE STAFF AUGMMENTATION

AMENDMENT NO. 7 TO THE PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF NEW ORLEANS

AND

MB3, INC. DBA CIVIX

RFP NO. 564 - INFRASTRUCTURE STAFF AUGMMENTATION

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.

Calendar No.

(Rev)

(Exp)

Name PATRICK JUDGE 504-658-8689
Ext. 504-657-4858
Person responsible for routing

**CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK**

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: Motion to authorize the City Council of the City of New Orleans to authorize that the President of the Council be added as a signatory to the Amendment No. 7 to the professional services agreement between the City of New Orleans and MB3 Inc DBA Civix. Amendment No. 7 will extend the existing Agreement through December 31, 2028, set hourly rates of Contractor staff, and increase the maximum amount of the Agreement from \$10,500,000 to \$21,000,000.

- 1. [Signature] Department Head
- 2. [Signature] PDU Director
- 3. [Signature] Deputy CAO
- 4. [Signature] Department of Law
- 5. [Signature] Chief Administrative Officer
- 6. [Signature] Director of Council Relations
- 7. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

- _____ MOVED:
- _____ 2ND:
- _____ YEAS:
- _____ NAYS:
- _____ ABSENT:
- _____ RECUSED:

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature. REF. POLICY MEMORANDUM NO. 3



LEGISLATIVE SUMMARY

TO ACCOMPANY MOTIONS

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: _____

Name of Contact Person: _____

Telephone Number: _____

Email Address: _____

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE MOTION

Please generally describe the purpose, intent, and effect of the proposed motion.

If the Motion is to appoint an individual to a City Board or Commission, please follow the procedures set forth in Rule 15 of the Council Rules and Regulations.

REQUESTED ADOPTION DATE: _____