**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN**

**THE CITY OF MANDEVILLE AND**

**NEEL-SCHAFFER, INC.**

**MANDEVILLE LAKEFRONT WETLANDS**

**RESETORATION PROJECT**

**THIS FIRST AMENDMENT** (the “**Amendment**”) is entered into by and between the City of Mandeville, represented by Clay Madden, Mayor (the “**City**”), and Neel-Schaffer, Inc., represented by William D. Lancaster, P.E., Agent/Officer (the “**Consultant**”). The City and the Consultant are sometimes referred to 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 Consultant are parties to a professional services agreement dated on April 14, 2021 (the “**Agreement**”) to update plans and specifications and perform bidding, construction administration, and inspection services to restore the wetlands at the Galvez Outfall and construct a pedestrian path between Lakeshore Drive and Sunset Point Park as specified by the Department of Public Works;

**WHEREAS,** in response to the City’s request, the Consultant submitted a supplemental proposal to provide additional survey, design, and bidding services for the Lakefront Wetlands Restoration Project (the “Project”); and

**WHEREAS,** the City and the Consultant now desire to further amend the Agreement to add additional survey, design, and bid & award services for the Lakefront Wetlands Restoration Project and to increase compensation accordingly;

**NOW THEREFORE**, the City and the Consultant amend the Agreement as follows:

**A. SERVICES:** The following survey, design, and bid & award services are added to the Consultant Scope of Work for the **Lakefront Wetlands Restoration Project:**

**1.** Extend the Bike Path from the western seawall on Lakeshore Drive to the nearest multi-use/pedestrian path (approximately 1000’); and

**2.** Add lighting to the pedestrian path from Sunset Point to Lakeshore Drive.

**B. COMPENSATION:**

**1. *Fees Added for Lakefront Wetlands Restoration Project*.** The following fees are added for Survey, Design, and Bid & Award Services in accordance with the Consultant’s proposal:

Phase I. Survey $ 7,150.00

Phase II. Preliminary Design $ 16,152.09

Phase IV(a) Final Design $ 10,768.06

Phase IV(b) Bid & Award $ 1,416.85

**Subtotal for Services $ 35,487.00**

**2. *Maximum Amount*.** The total maximum aggregate amount payable by the City for all services performed under this Agreement increased by **$35,487.00** for a not to exceed amount of **$369,391.00.** The City’s obligation to compensate the Consultant will not exceed the

maximum aggregate amount payable at any time absent a validly executed amendment.

**C. CONVICTED FELON STATEMENT:** The Consultant swears that 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.

**D. 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.

**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.

**F. 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.

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

**CITY OF MANDEVILLE**

**BY: CLAY MADDEN,** **MAYOR**

**Executed on this day of** , **2021.**

**FORM AND LEGALITY APPROVED: Law Department**

**By:**

**Printed Name:**

**NEEL-SCHAFFER, INC.**

**BY: WILLIAM D. LANCASTER,** **VICE-PRESIDENT**

**CORPORATE TAX I.D.**