

**THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL
MEMBER KRELLER AND SECONDED FOR ADOPTION BY
COUNCIL MEMBER _____**

RESOLUTION NO. 22-50

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE
AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO AMEND THE
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF
MANDEVILLE AND NEEL- SCHAFFER, INC. FOR THE MANDEVILLE
LAKEFRONT WETLANDS RESTORATION PROJECT AND PROVIDING FOR
OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City desires to amend the Professional Services Agreement with Neel-Schaffer, Inc. (“Consultant”), through which Consultant provides professional engineering services to the City for the Mandeville Lakefront Wetlands Restoration Project and has been in effect since April 14, 2021; and

WHEREAS, the April 14, 2021 Professional Services Agreement (“Agreement”) is attached to the Resolution, and all terms set forth therein are to be renewed with the exception of those terms that have been set forth in Amendment No. 2 to the Agreement, which is also attached hereto; and

WHEREAS, the Agreement was 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 which modifies and updates the plans, specifications, and quantities as requested by the City to remove part of the construction scope, which reduces the engineer’s fees for Bid and Award Phase, Construction Administration Phase and Resident Inspection Services, resulting in a no net change in total fees; and

WHEREAS, the City and the Consultant now desire to further amend the Agreement to modify and update the plans, specifications, and quantities as requested by the City for the Lakefront Wetlands Restoration Project and to increase compensation accordingly;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mandeville, hereby authorizes and empowers the Mayor of the City to amend the April 14, 2021 Professional Services Agreement with Neel-Schaffer, Inc., as set forth in Amendment No. 2 to the Professional Services Agreement to address the professional engineering needs of the Lakefront Wetlands Restoration Project.

With the above resolution having been properly introduced and duly seconded, the vote was as follows:

AYES:
NAYS:
ABSTENTIONS:
ABSENT:

and the resolution was declared adopted this _____ day of _____, 2022.

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MANDEVILLE
AND
NEEL-SCHAFFER, INC.
MANDEVILLE LAKEFRONT WETLANDS
RESETORATION PROJECT

THIS SECOND 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 design 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 design services for the Lakefront Wetlands Restoration Project and to adjust compensation accordingly;

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

- A. **SERVICES**: The following design services are added to the Consultant Scope of Work for the **Lakefront Wetlands Restoration Project**:

Modify and update the existing plans and specifications and modify quantities to incorporate the removal of,

1. The pathway along Lakeshore Drive; and
2. The bridge across the Galvez Canal to Lakeshore Drive; and
3. The pathway lighting on the berm.

B. COMPENSATION:

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

Basic Services (Lump Sum)

Phase IV(a) Final Design (Revised Plans and Specifications)	\$ 18,085.00
Phase IV(b) Bid & Award (Removal of Lighting Support)	\$ (1,416.85)
<u>Phase V Construction Administration (Reduced Construction Price)</u>	<u>\$ (11,228.15)</u>
Subtotal	\$ 5,440.00

Additional Services (Hourly, NTE)

<u>Resident Inspection (Reduced Construction Time)</u>	<u>\$ (5,440.00)</u>
Subtotal	\$ (5,440.00)

Total Net Adjustment Fee \$ 0.00

2. **Maximum Amount.** The total maximum aggregate amount payable by the City for all services performed under this Agreement did not change 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

Amendment No. 2 to the Professional Services Agreement between
The City of Mandeville and Neel-Schaffer, Inc.
Mandeville Lakefront Wetlands Restoration Project

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 _____, 2022.

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

NEEL-SCHAFFER, INC.

BY: _____
WILLIAM D. LANCASTER, VICE-PRESIDENT

CORPORATE TAX I.D. _____

October 28, 2022

Honorable Clay Madden
Mayor
City of Mandeville
3101 E. Causeway Approach
Mandeville, LA 70448

**Re: PROPOSED AMENDMENT NO. 2
SCOPE OF WORK AND FEE ESTIMATE
MANDEVILLE LAKEFRONT WETLANDS RESTORATION**

Dear Mayor Madden,

Neel-Schaffer, Inc. (NSI) is pleased to submit this proposal for the requested revisions to the contract documents for the above referenced project. This proposal includes the revised fees for updating the project's plan & specifications based on the received input from the City and Digital Engineering & Imaging, Inc. This effort includes the removal of the pathway along Lakeshore Drive, the bridge across the Galvez Canal to Lakeshore Drive, and the pathway and lighting on the berm.

Professional Fees

The total fee adjustment for the Mandeville Lakefront Restoration Project is as follows and includes the following:

Basic Services (Lump Sum)	
Phase 4a Final Design (Revised Plans and Specifications)	\$ 18,085.00
Phase 4b Bid and Award (Removal of Lighting Support)	\$ (1,416.85)
Phase 5 Construction Administration (Reduced Construction Price)	<u>\$ (11,228.15)</u>
Subtotal	\$ 5,440.00
Additional Services (Time and Materials)	
Resident Inspection (Reduce Construction Time)	<u>\$ (5,440.00)</u>
Subtotal	\$ (5,440.00)
Total Net Adjustment Fee	\$ 0.00

We propose to provide the Basic Services described on a lump sum basis for the additional cost of **\$5,440 (Addition of Five Thousand Four Hundred - Forty Dollars and Zero Cents)**. The additional services provided will have a reduction of the estimated time and material basis effort of approximately **\$ (5,440) (Reduction of Five Thousand Four Hundred - Forty Dollars and Zero Cents)**.

This proposal will not modify the total contract value for NSI's professional services. The increased design fees are being offset by a decreased bidding, construction administration, and resident inspection services. The net change in total professional service fees is **\$0.00 (Zero Dollars)**. A detailed fee estimate for the contracted phases of work is provided as **Exhibit A**.

October 28, 2021
Mandeville Lakefront Wetlands Services
Page 2

Schedule

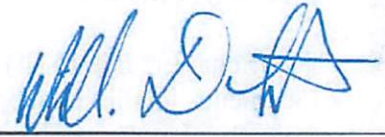
NSI estimates the plans & specifications can be completed in approximately **6 weeks** from the time the City of Mandeville issues approval to proceed.

We appreciate the continued opportunity to work with the City of Mandeville on this project. Should you have any questions or if we may be of further service to you in any way, please do not hesitate to call us at 985-674-9820.

Sincerely,
NEEL-SCHAFFER, INC.



Glenn P. Ledet, Jr., P.E.
Coastal Science & Engineering Program Manager



William D. Lancaster, P.E.
Vice President, Engineer Manager

Enclosures: Exhibit A – Fee Estimate

cc: David LeBreton, Digital Engineering & Imaging, Inc.

EXHIBIT A

Proposed Professional Services Fee Modifications for the Contract Phases of Work:

Item	Item Description	Original Budget	Amendment No. 1	REVISED (Current) Budget	Proposed Amendment No. 2	Proposed NEW Budget
Phase 1	Survey	\$ 13,475.00	\$ 7,150.00	\$ 20,625.00	\$ -	\$ 20,625.00
Phase 2	Prelim Design	\$ 22,610.00	\$ 16,152.09	\$ 38,762.09	\$ -	\$ 38,762.09
Phase 3	Env.	\$ -	\$ -	\$ -	\$ -	\$ -
Phase 4 a	Final Design	\$ 15,215.00	\$ 10,768.06	\$ 25,983.06	\$ 18,085.00	\$ 44,068.06
Phase 4 b	Bid and Award	\$ 12,195.00	\$ 1,416.85	\$ 13,611.85	\$ (1,416.85)	\$ 12,195.00
Phase 5 a&b	Construction	\$ 97,150.00	\$ -	\$ 97,150.00	\$ (11,228.15)	\$ 85,921.85
Phase 6	Inspection	\$ 97,920.00	\$ -	\$ 97,920.00	\$ (5,440.00)	\$ 92,480.00
SS-Geo	Geo	\$ 42,325.00	\$ -	\$ 42,325.00	\$ -	\$ 42,325.00
SS-Permit	Permitting	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
SS-LWI	LWI	\$ 3,014.00	\$ -	\$ 3,014.00	\$ -	\$ 3,014.00
SS-Testing	Testing	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
Totals		\$ 333,904.00	\$ 35,487.00	\$ 369,391.00	\$ 0.00	\$ 369,391.00

City of Mandeville Wetlands Restoration: Final Plans & Specifications Construction Bid Letting														Labor Costs		Planner		Expenses					
WBS	Work Description	Principal / Eng. Manager / Survey Manager	Sr. PM / Professional III	PM / Professional II	Professional I	Professional Intern	Professional Engineer V	Professional Engineer IV	Professional Engineer III	Professional Engineer II	Professional I	Professional Intern	Sr. Cert. Eng. Tech.	CAD Tech IV / Inspector IV / Surveyor IV	CAD Tech III / Inspector III / Surveyor III	CAD Tech II / Inspector II / Surveyor II	CAD Tech I / Inspector I / Surveyor I	Administrative / Clerical II	Administrative / Clerical I	Sr. Biologist	Planner	Expenses	
		Hourly Rates (\$)																					
4.0	Construction Bid Phase Services	\$ 12,195.00	1	16	25	0	0	0	0	0	0	0	0	0	46	0	0	12	0	0	0	0	\$ -
	Construction Bid Letting	\$ 12,195.00																					100%
	Preparation & Participation in Pre-Bid Meeting	\$ 4,130.00	6	10											12			6					\$ -
	Issuance of Amendments & Modifications to Plans during Bidding Phase	\$ 5,650.00	4	12											28			6					\$ -
	Contractor Bid Review & Recommendation of Award	\$ 2,405.00	1	4											6								\$ -
	Additional Bid Letting associated with Amend #1 (\$1,416.85) - REMOVED Amendment #2	\$ -																					\$ -
5.0	Construction Administration Phase Services	\$ 198,491.85	6	56	98	0	0	0	0	0	152	0	0	36	20	297	1360	148	13	0	0	0	\$ -
	Construction Administration & Inspection Services - REDUCED Amendment #2	\$ 85,921.85																					\$ -
	Construction Kick-off Meeting Prep/Attendance/Meeting Minutes	\$ 3,060.00	4	8							8					8		20					\$ -
	Contractor Provided Documents Review - Pre-Construction & As-Built	\$ 17,621.85	10	20							24			36		40		28	13.11				\$ -
	Attendance of Monthly Progress Meetings	\$ 10,160.00	8	24							24					30		28					\$ -
	Issuance of Progress Reports, RFI's, Change Orders, Field Orders	\$ 12,020.00	4	12							24				20			28					\$ -
	Misc. Administration - Contractor Invoicing, Correspondence, O.A. Review & Site Visits	\$ 27,720.00	4	24	26						60				105			40					\$ -
	Substantial Completion/Contract Closeout - Punch List, Acceptance, Final Payments	\$ 13,340.00	2	6	8						12					84		32					\$ -
	Resident Inspection	\$ -																					\$ -
	Resident Inspector (40-HR per Week - 8.5 MO) (T&M) - REDUCED Amendment #2	\$ 92,480.00															1,360						\$ -
	Construction Testing	\$ 20,000.00																					\$ -
	Construction Material Testing Budget (T&M)	\$ 18,182.00																					\$ -
	Construction Material Testing - Subconsultant	\$ 1,818.00																					\$ -
	QA/QC / Review of Deliverables and Management (10% of Subconsultant Fee)	\$ -																					\$ -

Subconsultant

City of Mandeville Wetlands Restoration: Final Plans & Specifications Construction Bid Letting		Labor Costs	Principal / Eng. Manager / Survey Manager	Sr. PM / Professional III	PM / Professional II	Professional I	Professional Intern	Professional Engineer V	Professional Engineer IV	Professional Engineer III	Professional Engineer II	Professional I	Professional Intern	Sr. Cert. Eng. Tech.	CAD Tech IV / Inspector IV / Surveyor IV	CAD Tech III / Inspector III / Surveyor III	CAD Tech II / Inspector II / Surveyor II	CAD Tech I / Inspector I / Surveyor I	Administrative / Clerical II	Administrative / Clerical I	Sr. Biologist	Planner	Expenses
WBS	Work Description	Hourly Rates (\$)	195.00	175.00	140.00	196.00	158.00	164.00	158.00	145.00	135.00	125.00	105.00	140.00	105.00	100.00	80.00	68.00	80.00	65.00	180.00	165.00	100%
Summary of Total Cost and Remaining Hours																							
1	Data Collection Services	\$ 62,950.00	Completed																			\$ -	
2	Preliminary and Final Design Services	\$ 82,830.15	4	36	0	0	0	0	0	0	2	32	0	0	55	0	0	0	12	0	0	0	\$ -
3	Permitting & Louisiana Watershed Initiative Application Development	\$ 13,014.00	Completed																			\$ -	
4	Construction Bid Phase Services	\$ 12,195.00	1	16	26	0	0	0	0	0	0	0	0	0	0	46	0	0	12	0	0	0	\$ -
5	Construction Administration Phase Services	\$ 198,401.85	6	56	98	0	0	0	0	0	0	152	0	0	36	20	297	1360	148	13	0	0	\$ -
TOTALS		\$ 369,391.00	11	108	124	0	0	0	0	0	2	184	0	0	91	66	297	1360	172	13	0	0	\$ -