

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

RESOLUTION NO. 23-07

**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 FAIRWAY CONSULTING + ENGINEERING FOR THE GOLDEN GLEN WATER
SYSTEM REPLACEMENT PROJECT AND PROVIDING FOR OTHER MATTERS IN
CONNECTION THEREWITH**

WHEREAS, the City desires to amend the Professional Services Agreement with Fairway Consulting + Engineering (“Consultant”), through which Consultant provides professional engineering services to the City for the Golden Glen Water System Replacement Project, which has been in effect since April 6, 2021; and

WHEREAS, the April 6, 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 Amendment contemplates an extension of the original term of two years by one more additional year;

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 6, 2021 Professional Services Agreement with Fairway Consulting + Engineering as set forth in Amendment No. 2 to the Professional Services Agreement to address the professional engineering needs of the Golden Glen Water System Replacement 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 _____, 2023.

Kristine Scherer
Clerk of Council

Rick Danielson
Council Chairman

**AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MANDEVILLE
AND
FAIRWAY CONSULTING + ENGINEERING
GOLDEN GLEN WATER SYSTEM REPLACEMENT PROJECT
CITY OF MANDEVILLE PROJ. NO. 211.21.008**

THIS SECOND AMENDMENT (the “**Amendment**”) is entered into by and between the City of Mandeville, represented by Clay Madden, Mayor (the “**City**”), and Fairway Consulting + Engineering, represented by John A. Catalanotto, P.E., PMP, 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 6, 2021 (the “**Agreement**”) to provide professional engineering design services for a project to replace aging water system infrastructure within the Golden Glen subdivision as specified by the Department of Public Works;

WHEREAS, the Agreement has a duration of two (2) years from the Effective Date of April 6, 2021; and

WHEREAS, the City and the Consultant now desire to further amend the Agreement to add an additional year for the Consultant to continue services of the Agreement for the Golden Glen Water System Replacement Project (the “**Project**”);

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 **Golden Glen Water System Replacement Project**:

1. None.

B. **COMPENSATION**:

1. **Fees Added for Golden Glen Water System Replacement Project**. No fees are added to the Consultant’s compensation for the services in the Agreement.

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 **\$285,594.01**. 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. CONTRACT TIME AND SCHEDULE:

1. Contract duration shall be extended for one (1) additional year from the end of the original contract date (04/06/2023) to a new date of 04/06/2024 due to delays to the Consultant as a result of the City seeking and applying for outside funding through the Water Sector Program.

D. 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.

E. 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.

F. 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.

G. 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 _____, 2022.

**FORM AND LEGALITY APPROVED:
Law Department**

By: _____

Printed Name: _____

FAIRWAY CONSULTING + ENGINEERING

BY: _____
JOHN A. CATALANOTTO, PRESIDENT

CORPORATE TAX I.D. _____