

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

RESOLUTION NO. 23-31

**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 KYLE ASSOCIATES, LLC FOR THE HWY 22 DRAINAGE
PROJECT AND PROVIDING FOR OTHER MATTERS IN CONNECTION
THEREWITH**

WHEREAS, the City desires to amend the Professional Services Agreement with Kyle Associates, LLC (“Consultant”), through which Consultant provides professional engineering services to the City for the Hwy 22 Drainage Project, which has been in effect since August 20, 2021; and

WHEREAS, the August 20, 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. 1 to the Agreement, which is also attached hereto; and

WHEREAS, during the course of the project, additional scope and services were added to the original scope of work by request of the LADOTD, which included additional hydraulic analysis and modeling, topographic survey and additional geotechnical investigative work; and

WHEREAS, the Amendment requests an additional \$54,375.00 for the fee associated with the additional work and an extension of time of two (2) years to this contract to allow time for the project to complete the analysis and assist with the design;

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 August 20, 2021 Professional Services Agreement with Kyle Associates, LLC as set forth in Amendment No. 1 to the Professional Services Agreement to address the professional engineering needs of the Hwy 22 Drainage Project.

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

AYES: 0
NAYS: 0
ABSTENTIONS: 0
ABSENT: 0

and the resolution was declared adopted this __th day of September, 2023.

Kristine Scherer
Clerk of Council

Jason Zuckerman
Council Chairman



April 24, 2023

Mr. Keith J. LaGrange, Jr., P.E.
Director – Dept. of Public Works
City of Mandeville
1100 Mandeville High Blvd
Mandeville, LA 70471
Email: KLaGrange@CityofMandeville.com

RE: Contract Amendment Request
LA 22 Drainage Improvements Project
COM Project No. 700.21.004
KA Project No. 21045

Dear Mr. LaGrange:

Kyle Associates, LLC (KA) would like to request a contract time extension for the H&H study portion of the LA 22 Drainage Improvements Project. This phase of the overall project was completed on time (*90 calendar days*) as required in the Contract and sufficiently addressed the required capacity and pipe sizes for the project. A review by LA DOTD was required before moving forward with the design. The initial study was given to LA DOTD in May 2022; however, the City did not receive comments back from LA DOTD until October 2022. These comments requested that additional hydraulic analysis be conducted on Bayou Chinchuba to further show the effects on the water surface elevation from diverting storm water from Bayou Tete L'Ours to Bayou Chinchuba. That additional modeling of Bayou Chinchuba was completed in December 2022 and the results were forwarded to LA DOTD in early January of 2023. Only recently did we receive DOTD approval of this additional analyses allowing us to proceed with the design of the improvements the City had desired. Kyle Associates is requesting that an additional seven (7) months be added to the Contract Time for this phase to cover the delays allowing for reviews and the additional modeling.

In addition to the contract time extension request, KA would like to request a contract amendment in the amount of **\$43,875**. This request is for the additional topographic survey work in the amount of \$18,500 that was required to properly complete the additional analysis required and the additional H&H modeling and analysis that was required above and beyond

the original scope of the study in accordance with the manhour breakdown below.

Position	Description	Hourly Rate	Hours	Subtotal
<i>Principal</i>	Project Manager/Quality Control	\$195	15	\$2,925
<i>Civil Engineer</i>	Project Engineer - Calculations, Modeling, Report	\$140	65	\$9,100
<i>CADD Technician III</i>	H&H Modeling	\$105	120	\$12,600
<i>Administrative</i>	Report Assistance, General Admin	\$75	10	\$750
			Total	\$25,375

Finally, as we have begun to develop the preliminary plans for the reference project, KA recommends that geotechnical investigative work be performed to ensure the potential road crossing for the drainage improvements is properly designed as well as the pipe bedding for the larger culverts is properly detailed. To perform this necessary geotechnical work, KA requests an additional service amount of **\$10,500**.

Please prepare a contract amendment for these items at your earliest convenience. If you have any questions, comments or require any additional information, do not hesitate to contact this office.

Sincerely,



James E. Powell, Jr., P.E., P.L.S.
Sr. Vice President – Engineering Operations
Kyle Associates, LLC

Cc: Mr. David G. LeBreton, Jr. P.E., PTOE, PTP – Digital Engineering

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MANDEVILLE
AND
KYLE ASSOCIATES, LLC
LA 22 DRAINAGE
IMPROVEMENTS PROJECT
CITY OF MANDEVILLE PROJ. NO. 700.21.004**

THIS FIRST AMENDMENT (the “**Amendment**”) is entered into by and between the City of Mandeville, represented by Clay Madden, Mayor (the “**City**”), and Kyle Associates, LLC, represented by James E. Powell, Jr., P.E., Principal, (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 August 20, 2021 (the “**Agreement**”) to provide professional engineering design services for a project improving drainage along LA 22 as specified by the Department of Public Works;

WHEREAS, after Consultant submitted the initial H&H study to LADOTD in May of 2022, comments were not received back to the City until October 2022. LADOTD requested additional hydraulic analysis be conducted on Bayou Chinchuba to further show the effects on the water surface elevation from diverting storm water from Bayou Tete L’Ours to Bayou Chinchuba. Consultant completed additional H&H modeling and analysis in December of 2022 and forwarded results to LADOTD in January of 2023. Consultant received approval from LADOTD in April 2023 to proceed. Additionally, Consultant recommends that geotechnical investigative work be performed during the preliminary plan phase to ensure the potential road crossing for the drainage improvements is properly designed as well as the pipe bedding for the larger culverts is properly detailed.

WHEREAS, modifications to Consultants original fee schedule is required in order to compensate Consultant for additional effort beyond original scope of work. Additional funds in the sum of **\$54,375.00** are required by the Consultant due to additional H&H analysis requested by LADOTD beyond the original scope, the additional topographic survey required to complete the H&H analysis and the geotechnical investigative work the Consultant has recommended to properly assist in designing the preliminary plans.

WHEREAS, due to the additional effort and delayed approval from LADOTD, extension of two (2) additional years to Consultants original contract expiration date is required. With this amendment the new contract expiration date will be August 20, 2025.

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

A. SERVICES: The following survey, hydraulic analysis, and geotechnical investigative services are added to the Consultant Scope of Work for the **LA 22 Drainage Improvements Project**:

1. Additional Topographic Survey
2. Additional H&H Modeling & Analysis
3. Geotechnical Investigation

B. COMPENSATION:

1. **Fees Added for LA 22 Drainage Improvements Project.** The following fees are added for Survey, H&H Study, and Preliminary Design Services in accordance with the Consultant's proposal:

Phase			Original Fee	Amended Fee	Total Fee
I	Survey (as needed)	NTE	\$150,000.00	\$18,500.00	\$168,500.00
II	H&H Study	Lump Sum	\$85,000.00	\$25,375.00	\$110,375.00
III	Preliminary Design	Lump Sum	\$282,600.00	\$10,500.00	\$293,100.00
IV(a)	Final Design	Lump Sum	\$188,400.00	-	\$188,400.00
IV(b)	Bid & Award	Lump Sum			
	Phase (i)		\$15,000.00	-	\$15,000.00
	Phase (ii)		\$20,000.00	-	\$20,000.00
V(a) & V(b)	Construction Administration & Closeout	Lump Sum			
	Phase (i)		\$75,500.00	-	\$75,500.00

	Phase (ii)		\$100,500.00	-	\$100,500.00
V(c)	Inspection, Reporting, & Verification	Hourly, NTE			
	Phase (i)		\$141,440.00	-	\$141,440.00
	Phase (ii)		\$141,440.00	-	\$141,440.00
Direct Expenses	Permitting	Hourly, NTE	\$25,000.00	-	\$25,000.00
Total			\$1,224,880	\$54,375.00	\$1,279,255.00

2. **Maximum Amount.** The total maximum aggregate amount payable by the City for all services performed under this Agreement increased by **\$54,375.00** for a not to exceed amount of **\$1,279,255.00**. 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. CONTRACT TIME AND SCHEDULE

1. Contract duration shall be extended for two (2) additional years from the end of the original contract date (August 20, 2023) to a new date of August 20, 2025 due to delays to the Consultant as a result of LADOTDs request for additional work beyond original scope.

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 _____, 2023.

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

KYLE ASSOCIATES, LLC

BY: _____
JAMES E. POWELL, JR., P.E., PRINCIPAL

CORPORATE TAX I.D. _____