

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

RESOLUTION NO. 23-32

**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, LLC FOR THE HWY 190 MEDIAN PROJECT AND
PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the City desires to amend the Professional Services Agreement with Neel Schaffer, LLC (“Consultant”), through which Consultant provides professional engineering services to the City for the Hwy 190 Median Project, which has been in effect since July 16, 2021; and

WHEREAS, the July 16, 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 turning movement count data, analysis of school peak periods, and inclusion of Synchro and Sidra Software analysis for project intersections; and

WHEREAS, the Amendment requests an additional \$51,120.00 for the fee associated with the additional work beyond the original scope;

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 July 16, 2021 Professional Services Agreement with Neel Schaffer, LLC as set forth in Amendment No. 1 to the Professional Services Agreement to address the professional engineering needs of the Hwy 190 Median 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

June 12, 2023

The City of Mandeville
Attn: David LeBreton, Jr.
3101 East Causeway Approach
Mandeville, LA 70448

RE: US 190 Access Management Stage 0 & Traffic Study
Additional Fee Request

Dear Mr. LeBreton:

Per our discussion on June 8th, we are requesting fees for the above referenced project based on the following.

1. Recount of 4 – 7 day, 24 hour counts due to Hurricane Ida.
2. Processing additional TMC data for school peak at the request of DOTD.
3. Additional analysis and documentation of school peak at the request of DOTD.
4. Additional work required to address DOTD comments on Chapter 2 to include Synchro and Sidra analysis.

Based on this additional work, we are requesting additional fees in the amount of \$51,120.00. We have provided a spreadsheet as backup for these additional fees.

Thank you in advance for your favorable consideration. If you have any questions regarding this request, please feel free to contact our office.

Sincerely,



Barry Brupbacher
Senior Project Manager
Neel-Schaffer, Inc.

BB/ap
Enclosure

**AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MANDEVILLE
AND
NEEL-SCHAFFER, INC.**

**US 190 STREETSCAPE & ACCESS MANAGEMENT PROJECT
LADOTD STAGE 0 / TRAFFIC STUDY
CITY OF MANDEVILLE PROJ. NO. 700.21.015
CITY OF MANDEVILLE CONTRACT NO. C20230209**

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 July 16, 2021 (the “**Agreement**”) to provide a Traffic Engineering and Safety Study and a Stage 0 Feasibility Study for a project improving the safety and aesthetics along US 190 between Carondelet St. and Jackson Ave as well as providing smoother traffic flow through the area as specified by the Department of Public Works;

WHEREAS, due to Hurricane Ida, a Recount of 4–7 day, 24-hour counts was required. Secondly, LADOTD requested additional work be done to process additional Turning Movement Count (TMC) data and provide an additional analysis at the request of LADOTD and documentation of school peak periods within the project limits. Finally, due to LADOTD's comments received back on Chapter 2, and at the request of LADOTD, additional work beyond original scope was required to include Synchro and Sidra Software Analyses for project limits intersections.

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 **\$51,120.00** are required by the Consultant to due to the necessary recount of multiple days impacted by Hurricane Ida and the additional data processing, documentation, and analyses requested by LADOTD.

WHEREAS, due to the additional effort required from LADOTD comments, extension of

one (1) additional year to Consultants original contract expiration date is required. With this amendment the new contract expiration date will be July 16, 2024.

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

A. SERVICES: The following traffic study services are added to the Consultant Scope of Work for the **US 190 Streetscape & Access Management Project**:

1. Recount of 4-7 day, 24 hour counts due to Hurricane Ida.
2. Processing additional TMC data for school peak periods at the request of LADOTD
3. Additional analysis and documentation of school peak periods at the request of LADOTD
4. Additional work required to address LADOTD comments on Chapter 2 to include Synchro and Sidra Software Analyses for project limits intersections.

B. COMPENSATION:

1. **Fees Added for US 190 Streetscape & Access Management Project.** The following fees are added for additional Traffic Study Services in accordance with the Consultant’s proposal:

Task			Original Fee	Amended Fee	Total Fee
IA	Traffic Engineering & Safety Study	Hourly, NTE	\$157,970.00	\$48,737.50	\$206,707.50
IB	Traffic Data Collection	NTE	\$22,250.00	\$2,380.00	\$24,630.00
II	Stage 0 Feasibility Study	Hourly, NTE	\$210,961.80	-	\$210,961.80
Direct Expenses		NTE	\$8,818.20	-	\$8,818.20
Total			\$400,000.00	\$51,117.50	\$451,117.50

2. **Maximum Amount.** The total maximum aggregate amount payable by the City for all services performed under this Agreement increased by **\$51,117.50** for a not to exceed

amount of **\$451,117.50**. 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 (July 16, 2023) to a new date of July 16, 2024 due to additional work requested by LADOTD 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

Amendment No. 1 to the Professional Services Agreement between
The City of Mandeville and Neel-Schaffer, Inc.
US190 Streetscape & Access Management Project
LADOTD Stage 0/Traffic Study

Executed on this ____ day of _____, 2023.

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

NEEL-SCHAFFER, INC.

BY: _____

WILLIAM D. LANCASTER, P.E.,
AGENT/OFFICER

CORPORATE TAX I.D. _____