

Project: Lift Station 4 Upgrade (Foy St @ Claiborne)
Budget Department: SEWER
Budget Amount: \$920,0000 previous years
Resolution for: Amendment to Professional Services
Budget Adjustment Needed (Y/N): NO
Councilmember Sponsor: Zuckerman

Resolution Scope:

This resolution is for Amendment No. 1 for the above referenced contract. The consultant had additional scope and services added to the original scope of the project which increased the construction cost estimate significantly. This included the addition of a gas-powered generator, including a raised platform and odor control system. The addition of these items resulted in changes to the site plan layout, additional structural design for the required platform, additional electrical design and coordination, and additional coordination with the City and utility companies.

The amendment request of **\$36,455.78** accounts for the fee associated with the construction cost estimate increase from the original \$314,140.00 to \$749,407.00 due to the additional work at the request of the City.

Project was delayed as it was included as part of the City's Water Sector Program Round 2 Application which was successful in receiving funding therefore will be an extension of time of two (2) years to this contract as part of this Amendment No.1 to allow time for project to enter into construction.

Project Scope:

Lift Station No.4 (LS No. 4) located on Foy Street, just north of Claiborne Street in the City. The scope of work to be done at the lift station is as follows: Remove and replace the discharge piping, remove and replace check and gate valves, provide new emergency pumpout (EPO) with a female camlock connector. (EPO must sized as part of the design), upgrade Tesco panel (dual air), review for feasibility of a larger electric voltage feed, temporarily remove large HDPE tank, upgrade water service to include backflow preventer, BFP cover, and freezeless hydrant, (water service to be relocated inside the fence), raise influent manhole cover and frame to grade, by-pass pumping of lift station during construction, removal and replacement of existing pumps, and addition of standby generator.

Currently the project is complete and is awaiting funding from Water Sector Program to allow for bidding. Expected begin December 2023.

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

RESOLUTION NO. 23-34

**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 HIGH TIDE CONSULTANTS, LLC FOR THE LIFT STATION 4
UPGRADE AND PROVIDING FOR OTHER MATTERS IN CONNECTION
THEREWITH**

WHEREAS, the City desires to amend the Professional Services Agreement with High Tide Consultants, LLC (“Consultant”), through which Consultant provides professional engineering services to the City for the Lift Station 4 Upgrade, which has been in effect since July 15, 2021; and

WHEREAS, the July 15, 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 City, which included the addition of a gas-powered generator, including a raised platform and odor control system. The addition of these items resulted in changes to the site plan layout, additional structural design for the required platform, additional electrical design and coordination, and additional coordination with the City and utility companies; and

WHEREAS, the Amendment requests an additional \$38,455.78 for the fee associated with the construction cost estimates along with an extension of time of two (2) years to this contract to allow time for the project to enter into construction due to the City’s acceptance into the Water Sector Program;

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 15, 2021 Professional Services Agreement with High Tide Consultants, LLC as set forth in Amendment No. 1 to the Professional Services Agreement to address the professional engineering needs of the Lift Station 4 Upgrade 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



HIGH TIDE
CONSULTANTS LLC

August 30, 2023

Mr. David LeBreton, PE, PTOE
Digital Engineering
3500 US HWY 190
Mandeville, LA 70471

**RE: City of Mandeville – Lift Station No. 4 Upgrades
Design Services Amendment
COM Project No. 212.21.019 - HTC Project No. 21-153**

David,

Please allow this letter to serve as our request for additional design service fees and contract time extension.

During the course of the project, additional scope and services were added to the original scope of work. These include the addition of a gas powered generator, including a raised platform. The addition of these items resulted in changes to the site plan layout, additional structural design for the required platform, additional electrical design and coordination, and additional coordination with the City and utility companies. Also added into the scope was an odor control system. This system was designed and added to the plans, but then later taken out of the project.

The original project construction cost estimate was \$ 314,140.00, the current construction cost estimate with the added scope, adjustments and the odor control system would be \$ 749,407.00. Based on the 2021 FP&C fee curve, this increased the fee from \$ 30,076.30 to \$ 66,532.08, an increase of \$ 36,455.78.

The additional design fee associated with this scope totals \$ 36,455.78. The breakdown of this fee per phase is as follows:

Design (65%)	\$ 23,696.26
Bidding (5)	\$ 1,822.79
<u>Const Admin (30%)</u>	<u>\$ 10,936.73</u>
Total	\$ 36,455.78

We also hereby request an extension of two (2) year to the contract time. Bidding of the project has been delayed to the requirements of the funding source of the project.

If you have any questions or need any additional information, please don't hesitate to contact me.

Sincerely,
High Tide Consultants, LLC

Richard C. Galloway, PE
Principal

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF MANDEVILLE

AND

HIGH TIDE CONSULTANTS, LLC

**LIFT STATION 4 UPGRADES (FOY ST) PROJECT
CITY OF MANDEVILLE PROJ. NO. 212.21.019**

THIS FIRST AMENDMENT (the “**Amendment**”) is entered into by and between the City of Mandeville, represented by Clay Madden, Mayor (the “**City**”), and High Tide Consultants, LLC, represented by Richard Galloway, 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 July 15, 2021 (the “**Agreement**”) to provide a design, permitting, bidding, construction administration, and resident inspection for Lift Station No. 4 located on Foy Street, just north of Claiborne Street in the City;

WHEREAS, during the course of the project, additional scope and services were added to the original scope of work by request of the City. These include the addition of a gas-powered generator, including a raised platform and the investigation of odor control at site. The addition of these items resulted in changes to the site plan layout, additional structural design for the required platform, additional electrical design and coordination, and additional coordination with the City and utility companies.

WHEREAS, modifications to Consultants original fee schedule is required in order to compensate Consultant for additional scope and services added to original scope of work and based off of an increase in construction cost estimate from original \$314,140.00 to current \$749,407.00. Additional funds in the sum of **\$36,455.78** are required by the Consultant due to the changes in the site plan layout, additional structural design for the required platform, additional electrical design and coordination, and the additional coordination with the City and utility companies to accomplish the added scope, all which increased the construction costs.

WHEREAS, due to the additional scope and services requested by the City, as well as delays due to requirements of outside funding sources, an extension of two (2) additional years to

Consultants original contract expiration date is required. With this amendment the new contract expiration date will be July 15, 2025.

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

A. SERVICES: The following engineering services are added to the Consultant Scope of Work for the **Lift Station 4 Upgrades (Foy St) Project**:

1. Revise site plan layout
2. Additional structural design for required, raised platform
3. Additional electrical design and coordination
4. Additional coordination with the City and utility companies.
5. Investigation and coordination on Odor Control for site.

B. COMPENSATION:

1. **Fees Added for Lift Station 4 Upgrades (Foy St) Project.** The following fees are added for additional engineering services in accordance with the Consultant's proposal:

Phase			Original Fee	Amended Fee	Total Fee
I	Survey (as needed)	Lump Sum	\$3,500.00		
II	Preliminary Design	Lump Sum	\$11,729.76		
III	Environmental Study (if requested)	Lump Sum	NOT USED		
IV(a)	Final Design	Lump Sum	\$7,819.84	\$23,696.26	\$31,516.10
IV(b)	Bid & Award	Lump Sum	\$1,503.82	\$1,822.79	\$3,326.61
V(a) & V(b)	Construction Administration & Closeout	Lump Sum	\$9,022.90	\$10,936.73	\$19,959.63

V(c)	Inspection, Reporting, & Verification	Hourly, NTE	\$34,272.00		
Direct Expenses	Permitting	Hourly, NTE	\$3,000.00		
Total			\$70,848.32	\$36,455.78	\$107,304.10

2. **Maximum Amount.** The total maximum aggregate amount payable by the City for all services performed under this Agreement increased by **\$36,455.78** for a not to exceed amount of **\$107,304.10**. 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 (July 15, 2023) to a new date of July 15, 2025 due to additional scope requested by the City 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: _____

HIGH TIDE CONSULTANTS, LLC

BY: _____
RICHARD C. GALLOWAY, P.E., PRINCIPAL

CORPORATE TAX I.D. _____