

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

RESOLUTION NO. 24-15

**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. 3 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 as specified by the Department of Public Works;

WHEREAS, the Agreement had a two year term commencing on April 14, 2021 that was extended for one additional year from the original contract expiration date of April 14, 2023 to a new expiration date of April 14, 2024, and the City and Council now desire to further amend the Agreement to add one additional year from the end of the previously amended expiration date to a new expiration date of April 14, 2025 due to scope revisions and grant opportunities as requested by the City; and

WHEREAS, the City and the Consultant now desire to further amend the Agreement to extend the Agreement by one 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 14, 2021 Professional Services Agreement with Neel-Schaffer, Inc., as set forth in Amendment No. 3 to the Professional Services Agreement to extend the term of the Agreement until April 14, 2025.

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 _____, 2024.

Kristine Scherer
Clerk of Council

Jason Zuckerman
Council Chairman



DIGITAL ENGINEERING & IMAGING, INC.

April 1, 2024

City of Mandeville
Department of Public Works
1100 Mandeville High Blvd.
Mandeville, LA 70471
Attn: Keith LaGrange, Director

Re: Lakefront Wetlands Restoration Project
City Project No. 100.21.001
Amendment No. 3

Dear Mr. LaGrange,

It is our opinion that it would be beneficial for the city to further amend the Agreement to add one (1) additional year from the end of the previously amended expiration date (04/14/2024) to a new date of 04/14/2025 due to scope revisions and grant opportunities.

Sincerely,

DIGITAL ENGINEERING AND IMAGING, INC.

A handwritten signature in blue ink, appearing to read 'John P. Ritchie, Jr.'.

John P. Ritchie, Jr.
Project Administrator

Enclosure: Amendment No.3

**AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MANDEVILLE
AND
NEEL-SCHAFFER, INC.
MANDEVILLE LAKEFRONT WETLANDS
RESEOTORATION PROJECT**

THIS THIRD 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, the Original Agreement had a duration of (2) years from the Effective Date of April 14, 2021, that was then extended by Amendment No. 2 for (1) additional year from the original contract expiration date of April 14, 2023, to a new expiration date of April 14, 2024; 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 Mandeville Lakefront Wetlands Restoration 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 **Lakefront Wetlands Restoration Project**:

1. None.

B. COMPENSATION:

1. **Fees Added for Lakefront Wetlands Restoration 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 **\$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. CONTRACT TIME AND SCHEDULE:

1. Contract duration shall be extended for one (1) additional year from the end of the previously amended expiration date (04/14/2024) to a new date of 04/14/2025 due to scope revisions as requested by the City.

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 _____, 2024.

FORM AND LEGALITY APPROVED:
Law Department

By: _____

Printed Name: _____

NEEL-SCHAFFER, INC.

BY: _____
WILLIAM D. LANCASTER, VICE-PRESIDENT

CORPORATE TAX I.D. _____