

EXHIBIT A

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Robert K. Riemann, P.E.
President/Owner

3103 5TH Avenue, Suite B
Gulfport, MS 39501
Phone: 228-518-2980

September 8, 2025

Mayor Johnny Magee
401 N. 5th Avenue
Laurel, MS 39440
Phone (601) 428-6401

RE: Amendment No. 3 to Engineering Services Agreement between The City of Laurel and Engineering Xcellence with Kris Riemann & Associates, PLLC for the Public Works Privatization Project

Dear Mayor Magee:

As per recent discussions, please find enclosed two (2) originals of Amendment No. 3 to the above referenced Engineering Services Agreement. This Amendment No. 3 increases the scope of work of the Project to include readvertising of the privatization contract for Water & Sewer Department. The Client agrees to complete this agreement by reviewing the Water and Sewer Department services by data collection and evaluation which will include the preparation, bidding, award, and start-up of a Privatization Contract for the Water and Sewer Department that can be implemented in about 6 – 8- months (short term). Continue Assisting Public Works as shown in the Original Agreement, Amendment 1, and Amendment 2, and assist the Public Works Director with other issues as requested.

Please review the amendment, and if acceptable, forward to the Council Clerk for inclusion on the upcoming City Council agenda. After acceptance and execution by the Mayor, please retain one copy for your records and return the other fully executed one to our office.

Please place this item on the next available Council Agenda. If you need any further information or have any questions, please contact me at (228) 518-2980 or kris@engineeringxcellence.com. As always, it is a pleasure working with you and the City of Laurel.

Sincerely,

Robert K. Riemann, P.E.
President/Owner
Engineering Xcellence, PLLC



- Attachments: 1. Amendment No. 3
2. Original Agreement dated April 7, 2021
3. Amendment No. 1 dated August 3, 2021
4. Amendment No. 2 dated February 8, 2022

AMENDMENT 3

To the Engineering Services Agreement between

City of Laurel and Engineering Xcellence with Kris Riemann & Associates, PLLC.

Department of Public Works Privatization Contract

Laurel, Mississippi

This Amendment is attached to, made a part of, and incorporated by reference into an Agreement made on the ____ day of ____, 2025, between the City of Laurel (Owner) and Engineering Xcellence with Kris Riemann & Associates, PLLC, (Engineer), providing for professional engineering services for the Public Works Privatization Project. The Agreement is amended or supplemented as indicated below:

1. Page 1 of the Agreement; Add as Paragraph 3 the following sentences *"Client intends to complete this agreement to provide the readvertising of the privatization contract for Water & Sewer Department. The Client agrees to complete this agreement by reviewing the Water and Sewer Department services by data collection and evaluation which will include the preparation, bidding, award, and start-up of a Privatization Contract for the Water and Sewer Department that can be implemented in about 6 – 8-months (short term). Client also intends to complete over 1-year (long term) goals. Also continuing support of the privatization contract by assisting the Director of Public Works in performing monthly inspections, assisting in preparation of the final report, and attendance at the City Council Meetings for Years 5 through 8.*
2. Page 2 of the Agreement, Section II – Payment; Paragraph A.; 1. Total Sum Fee: Increase the amount by **\$67,800.00**. Revise sentence in paragraph to read *"The Client agrees to pay the Consultant a total sum fee for services for Eight (8) Years on the Project of \$135,400.00.*
3. Page 14; add the following paragraphs beginning at new Paragraph CC.

CC through FF. Data Collection, Evaluation of Data, and Reviewing of the Data for the Water and Sewer Division

GG through KK - Year 5 – Provides for the Advertisement, Taking of Proposals, Review of Proposals, Interview, Visiting the Sites, Award, Start Up.

LL through NN – Year 6,7,8 - Contract Execution, Annual Report, City Council Meeting

4. Page 16 of the Agreement, Exhibit "B" – Schedule and Compensation; Timing of Work; Add Items #CC, DD, EE, FF, GG, HH, II, JJ, KK, LL, MM, NN for Data Collection, Advertising and Completing the Privatization Contract for the Water and Sewer Department. This project is scheduled to be completed by the following dates:

Year 5 – Present until September 30, 2026

Year 6 – October 1, 2026 to September 30, 2027

Year 7 – October 1, 2027 to September 30, 2028

Year 8 – October 1, 2028 to December 31, 2029

| Item # | Subject | Date |
|--------|---|--|
| CC | Data Collection | October 1, 2025 |
| DD | Evaluation of Data | November 1, 2025 |
| EE | Reviewing all of the Data in Preparation for the Contract | November 15, 2025 |
| FF | Completing the Contract Documents | December 15, 2025 |
| GG | Privatization Advertisement | January 6, 2026 |
| HH | Privatization – Laurel Receives Proposals | February 6, 2026 |
| II | Review Proposers, Interview, and Visit Existing Contracts | February 15, 2026 |
| JJ | Recommendation by Committee to Award, Prepare Proposal Tabulation | March 1, 2026 |
| KK | Start of Contract | April 1, 2026 in Year 1 and October 1 for Each Year Thereafter |
| LL | Review of Contract Execution | Every October – January each year |
| MM | Help with Putting Together that Data for the Annual Report for Public Works and Water & Sewer Departments | Each Year in December |
| NN | Attending the Council Meeting when the Annual Report is submitted to the City Council for approval | Each Year in January |

5. Page 18 of the Agreement, Exhibit "B" – Schedule and Compensation; Timing of Work; Add Items # CC, DD, EE, FF, GG, HH, II, JJ, KK, LL, MM, NN for Data Collection, Advertising and Completing the Privatization Contract for the Water and Sewer Department. Completion December 31, 2029 for a total additive cost of \$67,800.00.

| Item # | Subject | Fee |
|--------|---|--------------------|
| CC | Data Collection | 2100.00 |
| DD | Evaluation of Data | 2300.00 |
| EE | Reviewing all of the Data in Preparation for the Contract | 5900.00 |
| FF | Completing the Contract Documents | 7800.00 |
| GG | Privatization Advertisement | 2200.00 |
| HH | Privatization – Laurel Receives Proposals | 2800.00 |
| II | Review Proposers, Interview, and Visit Existing Contracts | 4700.00 |
| JJ | Recommendation by Committee to Award, Prepare Proposal Tabulation | 2900.00 |
| KK | Start of Contract | 3200.00 |
| | Year 5 - Start Up | \$33,900.00 |
| | | |
| LL | Review of Contract Execution | 7600.00 |
| MM | Help with Putting Together that Data for the Annual Report for Public Works and Water & Sewer Departments | 7200.00 |
| NN | Attending the Council Meeting when the Annual Report is submitted to the City Council for approval | 2500.00 |
| | End of Year 5 - October 1 2026 | \$17,300.00 |
| | | |
| LL | Review of Contract Execution | 7600.00 |
| MM | Help with Putting Together that Data for the Annual Report for Public Works and Water & Sewer Departments | 7200.00 |

| | | |
|----|---|-------------------------|
| NN | Attending the Council Meeting when the Annual Report is submitted to the City Council for approval | 2500.00 |
| | End of Year 6 – October 1, 2027 | \$17,300.00 |
| | | |
| LL | Review of Contract Execution | |
| MM | Help with Putting Together that Data for the Annual Report for Public Works and Water & Sewer Departments | |
| NN | Attending the Council Meeting when the Annual Report is submitted to the City Council for approval | |
| | End of Year 7 – October 1, 2028 | To Be Determined |
| | | |
| LL | Review of Contract Execution | |
| MM | Help with Putting Together that Data for the Annual Report for Public Works and Water & Sewer Departments | |
| NN | Attending the Council Meeting when the Annual Report is submitted to the City Council for approval | |
| | End of Year 8 – December 31, 2029 | To Be Determined |
| | | |
| | GRAND TOTAL | \$67,800.00 |

6. Page 14 of the Agreement, Exhibit “A” – Project and Scope of Work; Execution; Add this statement to Item #LL for Services, Review of Contract Execution “To Allow *Engineering Xcellence* to Assist the Department of Public Works, Water and Sewer Department, and the Director as Needed through this Process.”

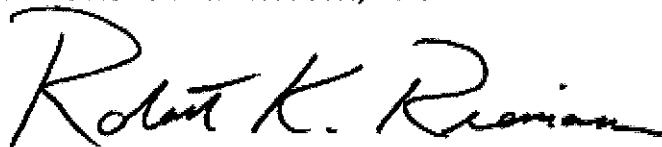
This AMENDMENT 3 is hereby made a part of and incorporated into the original Agreement, dated April 7, 2021, as though originally included therein.

Except as hereby specifically amended, all provisions of the original Contract between and among the parties and all responsibilities, obligations, and duties of the Engineer shall continue to be in full force and effect.

In witness, this Amendment No. 3 to the Contract is made, dated, executed and signed on the day and dates hereinafter set forth by officers or persons duly authorized to so act on behalf of the parties.

Engineer:

Engineering Xcellence
with Kris Riemann & Associates, PLLC.

A handwritten signature in black ink that reads "Robert K. Riemann". The signature is written in a cursive style with a large, prominent 'R' at the beginning.

Robert K. Riemann, President/Owner

Date: 9-05-2025

Client/Owner:

City of Laurel, Mississippi

Mayor Johnny Magee

Date: _____

**MUNICIPAL DOCKET
CITY OF LAUREL
FACT SHEET**

COUNCIL MEETING DATE: APRIL 7, 2021 ITEM NO. 4A

ITEM TITLE: POLICY AGENDA

INTRODUCED BY: ADMINISTRATION

CONTACT PERSON/TELEPHONE: MAYOR JOHNNY MAGEE/601-428-6401/EXT.213

SUMMARY EXPLANATION:

Consider adopting an Order authorizing the privatization of City Public Works services and entering an engineering services agreement with Engineering Excellence with Kris Riemann & Associates

EXHIBITS FOR REVIEW

RESOLUTION _____ ORDINANCE _____ CONTRACT _____ MINUTES _____

PLAN MAPS _____ ORDER X OTHER (SPECIFY) _____

SUBMITTAL AUTHORIZATION: COUNCILPERSON _____ MAYOR jr CAO _____

COUNCIL ACTION: MOTION BY Amos SECONDED BY Page

| <u>COUNCIL VOTE:</u> | YEAS | NAYS | ABSTAIN | ABSENT |
|---------------------------|----------|----------|---------|----------|
| JASON CAPERS, WARD 1 | <u>✓</u> | _____ | _____ | _____ |
| TONY WHEAT, WARD 2 | <u> </u> | _____ | _____ | <u>✓</u> |
| TONY THAXTON, WARD 3 | <u> </u> | _____ | _____ | _____ |
| GEORGE CARMICHAEL, WARD 4 | <u> </u> | _____ | _____ | _____ |
| STACY COMEGYS, WARD 5 | <u> </u> | <u>✓</u> | _____ | _____ |
| GRACE AMOS, WARD 6 | <u> </u> | _____ | _____ | _____ |
| ANTHONY PAGE, WARD 7 | <u> </u> | _____ | _____ | _____ |

ACTION TAKEN: _____

ORDER

(Authorizing the Privatization of City Public Works Services and Entering an Engineering Services Agreement with Engineering Excellence with Kris Riemann & Associates)

WHEREAS, the City of Laurel seeks to privatize its public works services; and

WHEREAS, the City of Laurel wishes to enter into a contract, attached hereto as Exhibit A, with Engineering Excellence with Kris Riemann & Associates for the evaluation of current public works services, development of the privatization contract, oversight of bidding, award of contract, start up, and follow-up of the privatization; and

WHEREAS, the proposed contract with Engineering Excellence with Kris Riemann & Associates will be for three years at a cost not to exceed \$29,700.00 (twenty-nine thousand seven hundred dollars) with funds to be allocated from account #001-160-601.6 (Other Attorney Fees/Professional Services); and

WHEREAS, the City finds it in the best interest of the citizens to privatize its public works services

NOW THEREFORE, IT IS ORDERED by the Laurel City Council that the administration be authorized to privatize the City's public works services and Mayor Johnny Magee is authorized to sign the Engineering Services Agreement with Kris Riemann & Associates, a copy of which is attached hereto as Exhibit A. **IT IS FURTHER ORDERED**, that the Finance Director be authorized to perform any budget transactions necessary for facilitation of the foregoing order.

Motion was made by Councilperson Amos, seconded by Councilperson Page, that the above and foregoing Order be adopted.

Upon roll call vote, the result was as follows:

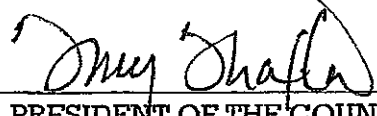
YEAS: Capers, Thaxton, Carmichael, Comegys, Amos, Page

NAYS: None

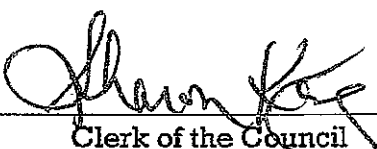
ABSTAINING: None

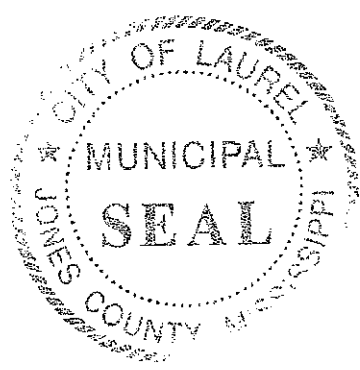
ABSENT: Wheat

The President thereupon declared the motion carried and the Order adopted this the 7TH day of APRIL, A.D. 2021.


PRESIDENT OF THE COUNCIL

ATTESTED AND SUBMITTED TO THE MAYOR BY THE CLERK OF THE
COUNCIL ON 4-9-2021


Clerk of the Council

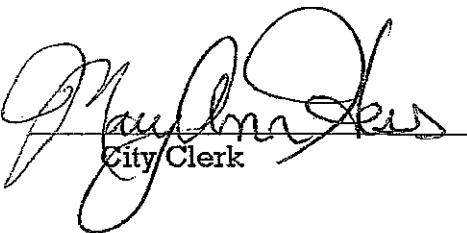


APPROVED ☒ DATE 4-16-2021

VETOED ☐ DATE _____


MAYOR

ATTEST:


City Clerk



Robert K. Riemann, P.E.
President/Owner

3103 5th Avenue, Suite B
Gulfport, MS 39501
Phone: 228-518-2980

March 15, 2021

Mayor Johnny Magee
401 N. 5th Avenue
Laurel, MS 39440
Phone (601) 428-6401

Re: Agreement for Public Works Evaluation Services and Completion of the Privatization Contract, Bidding, Award of Contract, Start Up, and Follow-up of the Execution

Dear Mayor Magee:

Please find enclosed one original "Engineering Services Agreement for Public Works Evaluation Services By and Between the City of Laurel, Mississippi and Engineering Xcellence, PLLC." This agreement provides for reviewing the Public Works services by data collection, evaluation, and final report which will include the preparation, bidding, award, and start up of a Privatization Contract for the Public Works Department that can be implemented in about 4 - 6 months (short term) and over 1 year (long term) goals that the City of Laurel may choose to complete. It will include a plan to help the City of Laurel's Public Works Department become accredited by the American Public Works Association. This proposal also will provide for assistance for Years 2 & 3 with the implementation including monthly site visits and answering any questions by phone at any time concerning the Privatization Contract. These services shall be provided at a total cost not-to-exceed \$29,700.00 and be paid hourly as the work progresses and, in the schedule, as shown. Please review and if acceptable, I will forward two (2) originals to you for signature. If you require anything further, please contact me.

If you need any further information or have any questions, please contact me at (228) 518-2980 or kris@engineeringxcellece.com.

Sincerely,

Robert K. Riemann, P.E.
President/Owner
Engineering Xcellence, PLLC



EXHIBIT A

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made by and between **City of Laurel, Mississippi**, called the Client, and **Engineering Xcellence with Kris Riemann & Associates, PLLC**, hereinafter called the Consultant. Client intends to complete this agreement to provide the first step toward privatization by reviewing the Public Works services by data collection, evaluation, and final report which will include the preparation, bidding, award, and start up of a Privatization Contract for the Public Works Department that can be implemented in about 4 - 6 months (short term) and over 1 year (long term) goals that the City of Laurel may choose to complete. It will also include a plan to help the City of Laurel's Public Works Department become accredited by the American Public Works Association. Also continuing support of the privatization contract by performing month inspections, assisting in preparation of the final report, and attendance at the City Council Meeting for Years 2 and 3. . (hereinafter called the Project) described in Exhibit A.

Client hereby contracts with the Consultant for professional engineering services in connection with the Project, for such engineering services more particularly described herein in consideration of the mutual covenants herein set forth. By executing this Agreement, the Consultant represents to the Client that the Consultant is professionally qualified to provide such and is licensed to practice engineering by all public entities having jurisdiction over the Consultant and the Project.

SECTION I - DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this contract, and other forms of any defined words shall have a meaning parallel thereto.

"Additional Services" means any services requested by the Client which are not covered by Exhibit A of this Agreement.

"Agreement" means this contract and includes change orders issued in writing.

"Client" means The City of Laurel

"Consultant" means Engineering Xcellence with Kris Riemann & Associates, PLLC. Consultant shall employ for the services rendered, workers, staff, engineers, architects, landscape architects, and surveyors licensed, as applicable, by the State of Mississippi.

"Contract Documents" means those documents so identified in the Contract for Construction of this Project, including Engineering Documents. All terms defined in said General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.

"Engineering Documents" means all plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit A attached hereto.

"Engineering Services" means the professional services, labor, materials, supplies, testing and other acts or duties required of Consultant under this Agreement together with Additional Services as Client may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.

"Project" is as described in Exhibit A.

SECTION II - PAYMENT

A. COMPENSATION.

1. Total Sum Fee: The Client agrees to pay the Consultant a total sum fee for services for Three (3) Years on the Project of \$29,700.

Professional fees are based on the scope of services outlined in Exhibit A of this Agreement and shall be completed in accordance with a mutually agreed to schedule, Exhibit "B".

2. Hourly Rate: Services for total sum fee will be charged on the basis of the hourly rate schedule attached hereto as Exhibit B and reimbursable expenses not contemplated in this Agreement will be charged at actual cost.

3. Reimbursable Expenses: Reimbursable expenses shall be included in the total maximum fee. Reimbursable expenses include expenses of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; expenses of printing and reproductions, postage and facsimile transmissions; expenses of renderings and models requested by the Client and other costs as authorized by the Client. Reimbursable expenses will not include overhead costs or additional insurance premiums. Unit rates for reimbursable expenses shall be included in Exhibit B attached.
4. Sales Tax: Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on the amount of compensation, fees or services. Should such taxes be imposed, the Client shall reimburse the Consultant in addition to the contractual amounts provided. The Client shall provide tax exempt number if required, and if requested by the Consultant.
5. Billing: Consultant shall bill the Client monthly for all services and reimbursable expenses. The bill submitted by Consultant shall itemize the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a Consultant's invoice. The Client agrees to pay the Consultant within forty five (45) days of submission of the bill.
6. Progress Reports: A written progress report must be submitted with each monthly pay request indicating which specific design tasks and their percentage have been completed to date, and tasks that will be performed the following month. This report will serve as support for payment to the Consultant.
7. Timing of Services: Consultant will perform the services in a timely manner; however, if during their performance, for reasons beyond the control of the Consultant, protracted delays occur, the parties agree that they will negotiate in writing an equitable adjustment of time and compensation, taking into consideration the impact of such delays. Should performance of Services by Consultant be affected by causes beyond its reasonable control, Force Majeure

results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by Consultant; fires; floods; labor disturbances; epidemics; and unusually severe weather. Consultant will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by Consultant.

8. Change In Scope: For substantial modifications in authorized Project scope, and/or substantial modifications of drawings and/or specifications previously accepted by the Client, when requested by the Client and through no fault of the Consultant, the Consultant shall be compensated for time and expense required to incorporate such modifications at Consultant's standard hourly rates per Exhibit B. Provided, however, that any increase in contract price or contract time must be requested by the Consultant and must be approved through a written supplemental agreement prior to performing such services. Consultant shall correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due to Consultant's negligence, error, or omission.
9. Additional Services: The Consultant shall provide, with the Client's concurrence, services in addition to those listed in Exhibit A, when such services are requested, in writing, by the Client. Prior to entering into any Additional Services, the Consultant must submit a proposal outlining the Additional Services to be provided, estimation of total hours and a maximum fee based upon the hourly rate schedule attached hereto as Exhibit B. Payment to the Consultant, as compensation for these Additional Services, shall be in accordance with the attached hourly rate schedule attached as Exhibit B. Reimbursable expenses incurred in conjunction with Additional Services shall be paid separately and those reimbursable expenses shall be paid at actual cost. Records of reimbursable expenses and expenses pertaining to Additional Services and services performed on an hourly basis shall be made available to the Client if so requested in writing.

Production of these documents shall be made at the Consultant's office during normal business hours within a reasonable time at a date and time mutually convenient to both parties.

10. Supplemental Agreement: This Agreement may be amended to provide for additions, deletions and revisions in the services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the Client, unless it is the result of an emergency situation in which case the Client may give verbal, facsimile and/or email approval to be followed by a written and approved supplemental agreement. If notice of any change affecting the general scope of the services or provisions of this Agreement, including but not limited to, contract price or time, is a requirement of any insurance policy held by the Consultant as a requirement of this Agreement, the giving of such notice shall be the Consultant's responsibility.

SECTION III - RESPONSIBILITIES OF CONSULTANT

- A. **SCOPE OF SERVICES**: The Consultant shall furnish and perform the various professional duties and services in all phases of the Project to which this Agreement applies, as specifically provided in Exhibit A and which are required for the completion of the Project
- B. **GENERAL DUTIES AND RESPONSIBILITIES**
 1. Personnel: The Consultant shall assign only qualified personnel to perform any service concerning the Project.
 2. Independent Contractor: The Consultant is an independent contractor and as such is not an employee of the Client.
 3. Special Services: The Consultant may be called on to serve as a Consultant or witness in any litigation, arbitration, legal or administrative proceeding arising out of this Project. The Consultant shall not be paid extra by the Client if the appearance is to defend Consultant's professional engineering services.

4. Service by and Payment to Others: Any work authorized in writing by the Client and performed by a third party other than the Consultant, or their subconsultants in connection with the proposed Project, shall be contracted for and paid for by the Client directly to the third party or parties. Fees for extra work shall be subject to negotiation between the Client and the third party. Fees shall be approved by the Client prior to the execution of any extra work.
5. Subcontracting of Service: The Consultant shall not subcontract or assign any of the architectural, engineering or consulting services to be performed under this Agreement without first obtaining the written approval of the Client regarding the services to be subcontracted or assigned and the firm or person proposed to perform the services. Neither the Client nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
6. Endorsement: The Consultant shall sign and seal all final plans, specifications, estimates and engineering data furnished by the Consultant. The Consultant warrants to the best of its knowledge, information and belief that its performance will be done in a professional manner. Any review or approval by the Client of any documents prepared by the Consultant, including but not limited to the plans and specifications, shall be solely for the purpose of determining whether such documents are consistent with the Client's construction program and intent. No review of such documents shall relieve the Consultant of their responsibility for the accuracy. It will be the Consultant's responsibility to verify the existence of any and all permits, approvals, licenses, rights-of-way and easements, including temporary construction easements, that are necessary for the Project construction. Rights-of-way and easements shown on the construction plans shall have proper legal verification to prove their existence.

7. Professional Responsibility: The Consultant will exercise reasonable skill, care and diligence in the performance of its services as is ordinarily possessed and exercised by a licensed professional performing the same services under similar circumstances.
8. Inspection of Documents: The Consultant shall maintain all Project records for inspection by the Client during the contract period and for three (3) years from the date of final payment.

SECTION IV – CLIENT RESPONSIBILITIES

A. GENERAL DUTIES AND RESPONSIBILITIES

1. Communication: The Client shall provide to the Consultant information and criteria regarding the Client's requirement for the Project; examine and timely respond to the Consultant's submissions; and give notice to the Consultant, who shall respond promptly, whenever the Client observes or otherwise becomes aware of any defect in the services.
2. Access: The Client will provide access agreements for the Consultant to enter public and private property when necessary.
3. Duties: The Client shall furnish and perform the various duties and services in all phases of the Project which are outlined and designated in Exhibit A as the Client's responsibility.
4. Program and Budget: The Client shall provide full information stating the Client's objectives, schedule, budget with reasonable contingencies, and necessary design criteria.
5. Other Consultants: The Client may contract with "specialty" Consultants when such services are requested by the Consultant.
6. Testing: Any tests required to supplement the scope of services or tests required by law shall be furnished by the Client.

7. Legal, Insurance, Audit: The Client shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project. The Client shall furnish all bond forms required for the Project.
8. Project Representative: Client shall provide as Project Representative _____ and he/she shall represent the Client in coordinating this Project with the Consultant, with authority to transmit instructions and define policies and decisions of the Client.

SECTION V - GENERAL PROVISIONS

A. TERMINATION

If through any cause either party shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if either party shall violate any of the covenants, Contracts or stipulations of this Contract, the other party shall thereupon have the right to terminate this Contract if such default or violation is not corrected within fifteen (15) days after submitting written notice to the other party.

1. Notice: The Client reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of the Consultant, by providing written notice of such termination to the Consultant. Upon receipt of such notice from Client, the Consultant shall, at Client's option as contained in the notice, immediately cease all services and meet with Client to determine what services shall be required of the Consultant in order to bring the Project to a reasonable termination in accordance with the request of the Client. The Consultant shall also provide to the Client copies of all drawings and documents completed or partially completed at the date of termination. The Consultant is entitled to terminate this agreement by providing thirty (30) days written notice.
2. Compensation for Convenience Termination: If Client shall terminate for its convenience, as herein provided, Client shall compensate Consultant for all services completed to date prior to receipt of the termination notice. Consultant also retains all its rights and remedies against the

Client including but not limited to its rights to sue for damages, interest and attorney fees related to said convenience termination or for termination which is not "for cause or default" of Consultant.

3. Compensation for Default Termination: If the Client shall terminate for cause or default on the part of the Consultant, the Client shall compensate the Consultant for the reasonable cost of services completed to date of its receipt of the termination notice. The Client also retains all its rights and remedies against the Consultant including but not limited to its rights to sue for damages, interest and attorney fees.

If the Consultant shall terminate for cause or default on the part of the Client, the Client shall compensate the Consultant for the reasonable cost of services completed to date of its receipt of the termination notice. The Consultant also retains all its rights and remedies against the Client including but not limited to its rights to sue for damages, interest and attorney fees.

4. Incomplete Documents: This Section is intentionally left blank.

B. DISPUTE RESOLUTION

This Section is intentionally left blank.

C. OWNERSHIP OF ENGINEERING DOCUMENTS

All Engineering Documents prepared in connection with this Project shall be the property of the Consultant, whether the Project for which they are made is executed or not; however, the Consultant shall provide the Client a copy of all Engineering Documents as requested by the Client and related to services for which the Consultant has been compensated.

Reports, plans, specifications and related documents are the Consultant's copyrighted instruments, and the Consultant, at its option, may so identify them by appropriate markings. Provided that the Consultant is paid in full for its services, then the Client may reuse these final documents without any additional compensation.

D. INSURANCE

Consultant will maintain insurance for this Agreement in the following types: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL), (iii) automobile liability insurance for bodily injury and property damage and (iv) Professional liability insurance.

E. INDEMNITY

1. Indemnify and Hold Harmless: For purposes of this Agreement, the Consultant hereby agrees to indemnify and hold harmless the Client and its employees and officials from any and all loss to the extent caused or incurred in whole or in part as a result of the negligence or wrongful acts of the Consultant, its officers, subsidiaries, employees and subconsultants/assignees and their respective officers and employees, in the performance of services pursuant to this Agreement.

F. LIMITATION OF LIABILITY

This Section is intentionally left blank.

G. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

H. APPLICABLE LAW and VENUE

This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with, the laws of the State of Mississippi. The courts of the state of Mississippi shall have exclusive and sole jurisdiction over this Agreement and all claims related thereto and over the parties

herein and venue of any legal action shall be exclusively in the appropriate state or federal court in Jones County, Mississippi.

I. ASSIGNMENT OF AGREEMENT

This Agreement shall not be assigned or transferred by either the Consultant or the Client without the written consent of the other.

J. NO THIRD-PARTY BENEFICIARIES

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

K. COMPLIANCE WITH LAWS

Consultant shall abide by all applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Engineering Services required by this Agreement are complete. Consultant shall secure all occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

L. TITLES, SUBHEADS AND CAPITALIZATION

Title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement. Some terms are capitalized throughout the Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

M. SEVERABILITY CLAUSE and WAIVER

Should any provision of this Agreement be determined to be void, invalid unenforceable or illegal for whatever reason, such provisions shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

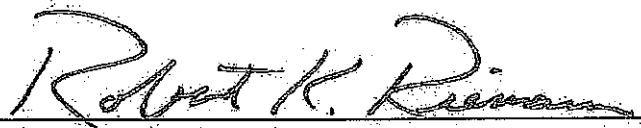
Any waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach.

N. HAZARDOUS MATERIALS

The Consultant and the Consultant's subconsultants shall have no responsibility for the discovery, presence, handling, removal, or disposal or exposure of persons to hazardous materials in any form at the Project site.

The parties hereto have caused this Agreement to be executed this 12th day of April, 2021.

CONSULTANT

By: 
Engineering Xcellence with Kris Riemann & Associates, PLLC

CLIENT

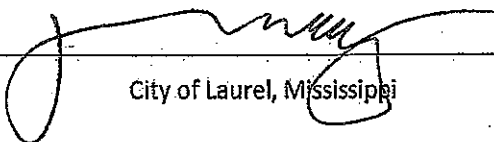
By: 
City of Laurel, Mississippi

EXHIBIT "A" --- PROJECT and SCOPE OF WORK

Project

This agreement provides the first step toward privatization by reviewing the Public Works services by data collection, evaluation, and final report which will include the preparation, bidding, award, and start up of a Privatization Contract for the Public Works Department that can be implemented in about 4 - 6 months (short term) and over 1 year (long term) goals that the City of Laurel may choose to complete. It will also include a plan to help the City of Laurel's Public Works Department become accredited by the American Public Works Association by April 2024 or sooner.

Year 1 - The project is to set up the plans and specifications for privatizing the Public Works Department and complete the steps of Advertisement, Bidding, Award and Start Up.

Year 2 - The project is to review and make recommendations to the City's representative who oversees the Contract, Annual Report, City Council Meeting.

Year 3 - The project is to review and make recommendations to the City's representative who oversees the Contract, Annual Report, City Council Meeting.

Services

Project Manager - Robert K. Riemann, P.E., shall serve as the Project Manager/Engineer.

- A. Data Collection** - Compile and submit draft Plan per the attached schedule to the Department of Public Works for the City of Laurel. Data Collection shall include but is not limited to the following items.
1. Complete a tour of all Public Works facilities to review the type of purpose and process that is existing for the four (4) divisions of Public Works (Public Works Admin, Streets, Drainage, Public Works Shop.
 2. Evaluate the staffing levels vs. number of service requests called in by the customers.
 3. Evaluate the routine maintenance requirements and production procedures.
 4. Review the quality control procedures.
 5. Review daily first-echelon maintenance procedures for equipment.
 6. Evaluate repair and routine equipment maintenance procedures including the software tracking system.
 7. Review the inventory warehousing and stock yard procedures.
 8. Evaluate existing Standard Operating Procedures including the American Public Works Accreditation processes.
 9. Evaluate the use of the Work Order System and the Call Center for use with Public Works requests for service, warehousing, routine work, equipment documentation, and staff documentation.

10. Evaluate the GIS/Arc View mapping for utilities, streets, topography, aerial photography, and other shape files to determine proper integration with the Work Order System for the greatest benefit.
11. Evaluate the Construction Standards for the City of Laurel.
12. Evaluate the Emergency Preparedness and Recovery plan for the City of Laurel for Public Works.
13. Review the procedures for gathering customer feedback from services provided by Public Works.
14. Review the procedure for following up with customers to determine if the customer's needs were met.
15. Review the benchmarks and performance criteria for each service request or routine maintenance item.
16. Review the history files for all maintenance of equipment.
17. Review any wireless communication systems for public works service requests.
18. Review existing SCADA systems.
19. Deleted.
20. Evaluate the Training environment and procedures.
21. Review the Telephone Notification system and procedures.
22. Review the GPS (Global Positioning System) for Vehicle Tracking.
23. Review digital-paperless file tracking process.
24. Review the budget to recommend potential savings.

B. Evaluation of Data – Review the data collected and determine the level of service for each division and component in Phase 1 based on standard public works practices and procedures.

C. Final Report and Implementation - Provide a detailed report with short term (up to 1 year) and long term (over 1 year) changes to current procedures, equipment, and processes. This report shall provide all cost estimates for implementation of the recommendations.

D. Execution – Provide the oversight of the following items.

D through H - Year 1 – Provides for the Advertisement, Taking of Proposals, Review of Proposals, Interview, Visiting the Sites, Award, Start Up.

I through K - Year 2 - Contract Execution, Annual Report, City Council Meeting

L through N - Year 3 - Contract Execution, Annual Report, City Council Meeting

Engineering Services for Implementation of the Recommended Changes are not included in the scope of this agreement. A subsequent agreement may be executed for implementation.

EXHIBIT "B" ---- SCHEDULE AND COMPENSATION

Timing of Work

This project is schedule to be completed by the following dates:

Year 1 – Present until September 30, 2021

Year 2 – October 1, 2021 to September 30, 2022

Year 3 – October 1, 2022 to September 30, 2023

| Item # | Subject | Date |
|--------|---|--------------------------------------|
| A | Data Collection | April 7, 2021 |
| B | Evaluation of Data | April 15, 2021 |
| C | Final Report including Steps for APWA Accreditation | April 20, 2021 |
| D | Privatization Advertisement | April 20, 2021 |
| E | Privatization Take Proposal | May 27, 2021 |
| F | Review Proposers, Interview, and Visit Existing Contracts | June 2, 2021 |
| G | Recommendation by Committee to Award, Prepare Proposal Tabulation | June 8, 2021 |
| H | Start of Contract | August 1, 2021 |
| I | Review of Contract Execution | Every Month from the Start Date |
| J | Help with Putting Together that Data for the Annual Report. | Every October – January each year |
| K | Attending the Council Meeting with the Annual Report is submitted to the City Council for approval | Each Year in February |
| L | Review of Contract Execution | Every Month from the Start Date |
| M | Help with Putting Together that Data for the Annual Report. | Every October – January each year |
| N | Attending the Council Meeting with the Annual Report is submitted to the City Council for approval | Each Year in February |

Compensation

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates (see below) for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

Position Rate

- Professional Engineer \$120.00
- Design Engineer \$100.00
- Professional Surveyor \$90.00
- Field Engineer/ Inspector \$75.00
- Crew Chief \$65.00
- Draftsman \$50.00
- Total Station Operator \$45.00
- Accounting/ Administrative \$40.00
- Draftsman/ Field Personnel \$35.00
- Professional Accountant (CPA) \$100.00

| Item # | Subject | Cost |
|----------|---|------------------|
| A | Data Collection | 2000.00 |
| B | Evaluation of Data | 2000.00 |
| C | Final Report including Steps for APWA Accreditation | 2500.00 |
| D | Privatization Advertisement | 500.00 |
| E | Privatization Receive Proposal | 500.00 |
| F | Review Proposers, Interview, and Visit Existing Contracts | 2200.00 |
| G | Recommendation by Committee to Award, Prepare Proposal Tabulation | 800.00 |
| H | Start of Contract | 1400.00 |
| | End of Year 1 – October 2021 | 11,900.00 |
| I | Review of Contract Execution, site visits each month, and answer questions every month | 5600.00 |
| J | Help with Putting Together that Data for the Annual Report. | 2500.00 |
| K | Attending the Council Meeting with the Annual Report is submitted to the City Council for approval | 800.00 |
| | End of Year 2 – October 2022 | 8,900.00 |
| L | Review of Contract Execution, site visits each month, and answer questions every month | 5600.00 |
| M | Help with Putting Together that Data for the Annual Report. | 2500.00 |
| N | Attending the Council Meeting with the Annual Report is submitted to the City Council for approval | 800.00 |
| | End of Year 3 – October 2023 | 8,900.00 |
| | Grand Total of 3 Years | 29,700.00 |

**MUNICIPAL DOCKET
CITY OF LAUREL
FACT SHEET**

COUNCIL MEETING DATE: AUGUST 3, 2021 ITEM NO. 4A

ITEM TITLE: POLICY AGENDA

INTRODUCED BY: ADMINISTRATION

CONTACT PERSON/TELEPHONE: MAYOR JOHNNY MAGEE/601-428-6401/EXT.213

SUMMARY EXPLANATION:

Consider adopting an Order authorizing Amendment No. 1 to engineering services contract with Engineering Xcellence with Kris Riemann & Associates

EXHIBITS FOR REVIEW

RESOLUTION _____ ORDINANCE _____ CONTRACT _____ MINUTES _____

PLAN MAPS _____ ORDER X OTHER (SPECIFY) _____

SUBMITTAL AUTHORIZATION: COUNCILPERSON _____ MAYOR Jm CAO _____

COUNCIL ACTION: MOTION BY Carmichael SECONDED BY Kelly

| <u>COUNCIL VOTE:</u> | <u>YEAS</u> | <u>NAYS</u> | <u>ABSTAIN</u> | <u>ABSENT</u> |
|---------------------------|-------------|-------------|----------------|---------------|
| JASON CAPERS, WARD 1 | <u>1</u> | _____ | _____ | _____ |
| KEVIN KELLY, WARD 2 | <u>1</u> | _____ | _____ | _____ |
| TONY THAXTON, WARD 3 | <u>1</u> | _____ | _____ | _____ |
| GEORGE CARMICHAEL, WARD 4 | <u>1</u> | _____ | _____ | _____ |
| ANDREA ELLIS, WARD 5 | <u>1</u> | _____ | _____ | _____ |
| GRACE AMOS, WARD 6 | _____ | _____ | _____ | <u>✓</u> |
| SHIRLEY JORDAN, WARD 7 | _____ | _____ | _____ | <u>✓</u> |

ACTION TAKEN:

ORDER

(Authorizing Amendment No. 1 to Engineering Services Agreement between the City of Laurel and Engineering Xcellence with Kris Riemann & Associates)

WHEREAS, the City of Laurel, by Council order on April 7, 2021, entered into an engineering services agreement with Engineering Xcellence with Kris Riemann & Associates for the evaluation of public works services, development of a privatization contract, oversight of bidding, award of contract, start up, and follow-up of the privatization; and

WHEREAS, by Council order on July 6, 2021, the City awarded the Public Works services contract to H2O Innovation Operation & Maintenance; and

WHEREAS, the City now desires to amend the engineering services agreement with Engineering Xcellence to increase the scope of work of the project to include 1) the review of the water and sewer contract, 2) to place Engineering Xcellence in charge of the Department of Public Works through the transition until the City hires a new Public Works Director and 3) provide inspections of the Public Works contract with H2O per the contract requirement; and

WHEREAS, Amendment No. 1 will increase the total sum fee of the existing engineering services agreement by six thousand five hundred dollars (\$6,500.00) bringing the total cost of the agreement to thirty-six thousand two hundred dollars (\$36,200.00) with funds to be allocated from account #001-160-601.6 (Other Attorney Fees/Professional Services); and

WHEREAS, the City finds it in the best interest of the citizens to amend the existing agreement

NOW THEREFORE, IT IS ORDERED by the Laurel City Council that the administration be authorized to adopt Amendment No.1 (attached hereto as Exhibit A) to the Engineering Services Agreement with Engineering Xcellence and that this Amendment No. 1 is hereby made a part of and incorporated into the original Agreement, dated April 7, 2021, as though originally included therein. **IT IS FURTHER ORDERED**, that the Finance Director be authorized to perform any budget transactions necessary for facilitation of the foregoing order.

Motion was made by Councilperson Carmichael, seconded by

Councilperson Kelly, that the above and foregoing Order be adopted.

Upon roll call vote, the result was as follows:

YEAS: Capers, Kelly, Thaxton, Carmichael, Ellis

NAYS: None

ABSTAINING: None

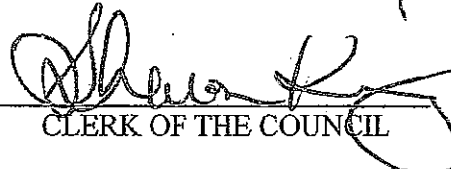
ABSENT: Amos, Jordan

The President thereupon declared the motion carried and the Order adopted this the 3RD day of AUGUST, A.D. 2021

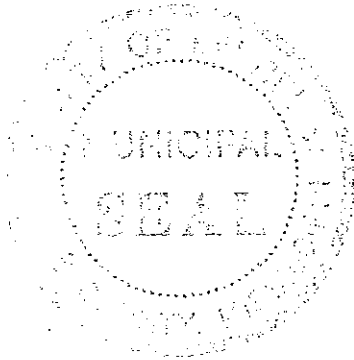


PRESIDENT OF THE COUNCIL

ATTESTED AND SUBMITTED TO THE MAYOR BY THE CLERK OF THE COUNCIL ON 8-5-2021.



CLERK OF THE COUNCIL



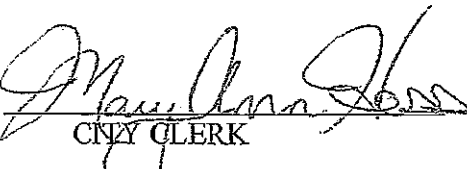
APPROVED ☒ DATE 8-16-2021

VETOED ☐ DATE _____



MAYOR

ATTEST:



CITY CLERK



Robert K. Riemann, P.E.
President/Owner

3103 5TH Avenue, Suite B
Gulfport, MS 39501
Phone: 228-518-2980

July 26, 2021

Mayor Johnny Magee
401 N. 5th Avenue
Laurel, MS 39440
Phone (601) 428-6401

Re: RE: Amendment No. 1 to Engineering Services Agreement between The City of Laurel and Engineering Xcellence with Kris Riemann & Associates, PLLC for the Public Works Privatization Project

Dear Mayor Magee:

As per recent discussions, please find enclosed two (2) originals of Amendment No. 1 to the above referenced Engineering Services Agreement. This Amendment No. 1 increases the scope of work of the Project to include review of the water and sewer contract, to place Engineering Xcellence in charge of the Department of Public Works through the transition until the City of Laurel hires a new Public Works Director, and provide for inspections of the Public Works Contract with H2O per the contract requirement. Please note that at such time as a Public Works Director is hired by the City of Laurel, these services will no longer be needed and shall cease.

Please review the amendment, and if acceptable, forward to Council Clerk for inclusion on the upcoming City Council agenda. After acceptance and execution by the Mayor, please retain on copy for your records and return the other fully executed one to our office.

Please place this item on the August 3, 2021 Council Agenda.

If you need any further information or have any questions, please contact me at (228) 518-2980 or kris@engineeringxcellece.com. As always, it is a pleasure working with you and the City of Laurel.

Sincerely,

Robert K. Riemann, P.E.
President/Owner
Engineering Xcellence, PLLC



Attachments: 1. Amendment No. 1

EXHIBIT A

AMENDMENT 1

To the Engineering Services Agreement between

City of Laurel and Engineering Xcellence with Kris Riemann & Associates, PLLC.

Department of Public Works Privatization Contract

Laurel, Mississippi

This Amendment is attached to, made a part of, and incorporated by reference into an Agreement made on the 10th day of August, 2021, between the City of Laurel (Owner) and Engineering Xcellence with Kris Riemann & Associates, PLLC, (Engineer), providing for professional engineering services for the Public Works Privatization Project. The Agreement is amended or supplemented as indicated below:

1. Page 2 of the Agreement, Section II – Payment; Paragraph A.; 1. Total Sum Fee: Increase the amount by **\$6,500.00**. Revise sentence in paragraph to read *"The Client agrees to pay the Consultant a total sum fee for services for Three (3) Years on the Project of \$36,200.00."*
2. Page 14; add the following paragraphs beginning at new Paragraph O.

O. Services, Data Collection for the Water and Sewer Division

O. Data Collection - Compile and submit draft Plan per the attached schedule to the Water, Sewer, and Utility Billing for the City of Laurel. Review of current contract for privatization. Data Collection shall include but is not limited to the following items.

1. Complete a tour of all Water and Sewer facilities to review the type of purpose and process that is existing for the three (3) divisions of Water and Sewer (Water, Sewer, Utility Billing)
2. Evaluate the staffing levels vs. number of service requests called in by the customers.
3. Evaluate the routine maintenance requirements and production procedures.
4. Review the quality control procedures.
5. Review daily first-echelon maintenance procedures for equipment.
6. Evaluate repair and routine equipment maintenance procedures including the software tracking system.
7. Review the inventory warehousing and stock yard procedures.
8. Evaluate existing Standard Operating Procedures including the American Public Works Accreditation processes.
9. Evaluate the use of the Work Order System and the Call Center for use with Water and Sewer requests for service, warehousing, routine work, equipment documentation, and staff documentation.
10. Evaluate the GIS/Arc View mapping for utilities, streets, topography, aerial photography, and other shape files to determine proper integration with the Work Order System for the greatest benefit.
11. Evaluate the Construction Standards for the City of Laurel.
12. Evaluate the Emergency Preparedness and Recovery plan for the City of Laurel for Water and Sewer.
13. Review the procedures for gathering customer feedback from services provided by Water and Sewer.
14. Review the procedure for following up with customers to determine if the customer's needs were met.

15. Review the benchmarks and performance criteria for each service request or routine maintenance item.
16. Review the history files for all maintenance of equipment.
17. Review any wireless communication systems for public works service requests.
18. Review existing SCADA systems.
19. Evaluate the Training environment and procedures.
20. Review the Telephone Notification system and procedures.
21. Review the GPS (Global Positioning System) for Vehicle Tracking.
22. Review digital-paperless file tracking process.
23. Review the budget to recommend potential savings.

- P. Evaluation of Data** – Review the data collected and determine the level of service for each division and component based on standard public works/water/sewer practices and procedures.
- Q. Final Report and Implementation** - Provide a detailed report with short term (up to 1 year) and long term (over 1 year) changes to current procedures, equipment, and processes. This report shall provide all cost estimates for implementation of the recommendations.

3. Page 16 of the Agreement, Exhibit "B" – Schedule and Compensation; Timing of Work; Add Items #O, P, Q for Services, Data Collection, Evaluation of Data, and Final Report. Completion time of these items.

| Item # | Subject | Date |
|----------|--------------------|-----------------|
| O | Data Collection | August 3, 2021 |
| P | Evaluation of Data | August 15, 2021 |
| Q | Final Report | October 5, 2021 |

4. Page 18 of the Agreement, Exhibit "B" – Schedule and Compensation; Compensation; Add Items #O, P, Q for Services, Data Collection, Completion October 5, 2021 for a total additive cost of \$6500.00.

| Item # | Subject | Fee |
|----------|--------------------|-----------|
| O | Data Collection | \$2000.00 |
| P | Evaluation of Data | \$2000.00 |
| Q | Final Report | \$2500.00 |

5. Page 14 of the Agreement, Exhibit "B" – Schedule and Compensation; Timing of Work; Add this statement to Item #I for Services, Review of Contract Execution *"To place Engineering Xcellence in charge of the Department of Public Works through the transition until the City of Laurel hires a new Public Works Director, and provide for inspections of the Public Works Contract with H2O per the contract requirement. Please note that at such time as Public Works Director is hired by the City of Laurel, these services will no longer be needed and shall cease."*

This AMENDMENT 1 is hereby made a part of and incorporated into the original Agreement, dated April 7, 2021, as though originally included therein.

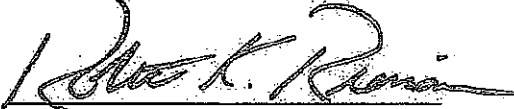
Except as hereby specifically amended, all provisions of the original Contract between and among the parties and all responsibilities, obligations, and duties of the Engineer shall continue to be in full force and effect.

In witness, this Amendment No. 1 to the Contract is made, dated, executed and signed on the day and dates hereinafter set forth by officers or persons duly authorized to so act on behalf of the parties.

Engineer:

Engineering Xcellence

with Kris Riemann & Associates, PLLC.



Robert K. Riemann, President/Owner

Date: 7/26/21

Client/Owner:

City of Laurel, Mississippi



Mayor Johnny Magee

Date: 8-6-21

**MUNICIPAL DOCKET
CITY OF LAUREL
FACT SHEET**

COUNCIL MEETING DATE: FEBRUARY 8, 2022

ITEM NO. 4D

ITEM TITLE: POLICY AGENDA

INTRODUCED BY: ADMINISTRATION

CONTACT PERSON/TELEPHONE: MAYOR JOHNNY MAGEE/601-428-6401/EXT.213

SUMMARY EXPLANATION:

Consider adopting an order approving Amendment No. 2 to the Engineering Services Agreement with Engineering Xcellence with Kris Riemann and Associates

EXHIBITS FOR REVIEW

RESOLUTION _____ ORDINANCE _____ CONTRACT _____ MINUTES _____

PLAN MAPS _____ ORDER X OTHER (SPECIFY) _____

SUBMITTAL AUTHORIZATION: COUNCILPERSON _____ MAYOR Jo CAO _____

COUNCIL ACTION: MOTION BY Carmichael

SECONDED BY Kelly

COUNCIL VOTE:

JASON CAPERS, WARD 1

KEVIN KELLY, WARD 2

TONY THAXTON, WARD 3

GEORGE CARMICHAEL, WARD 4

ANDREA ELLIS, WARD 5

GRACE AMOS, WARD 6

SHIRLEY JORDAN, WARD 7

YEAS

NAYS

ABSTAIN

ABSENT

ACTION TAKEN:

ORDER

(Authorizing Amendment No. 2 to Engineering Services Agreement between the City of Laurel and Engineering Xcellence with Kris Riemann & Associates)

WHEREAS, the City of Laurel, by Council order on April 7, 2021, entered into an engineering services agreement with Engineering Xcellence with Kris Riemann & Associates for the evaluation of public works services, development of a privatization contract, oversight of bidding, award of contract, start up, and follow-up of the privatization; and

WHEREAS, by Council order on July 6, 2021, the City awarded the Public Works services contract to H2O Innovation Operation & Maintenance; and

WHEREAS, by Council order on August 3, 2021, the City adopted Amendment No. 1 to the Engineering Services Agreement with Engineering Xcellence which included 1) the review of the water and sewer contract, 2) placed Engineering Xcellence in charge of the Department of Public Works through the transition until the City hired a new Public Works Director and 3) provided inspections of the Public Works contract with H2O per the contract requirement; and

WHEREAS, the City wishes to further amend the Engineering Services Agreement with Engineering Xcellence to increase the scope of work of the project including the addition of benchmarks to the water and sewer contract, to assist with the addition of water and sewer items to the Cityworks Software and to assist with the American Public Works Association Accreditation and other needs by Public Works. The proposed Amendment No. 2, a copy of which is attached hereto as **Exhibit A**, will increase the original Engineering Services Agreement by thirty-one thousand four hundred dollars (\$31,400.00) bringing the total cost of the agreement to sixty-seven thousand six hundred dollars (\$67,600.00). Funds will be allocated from account #001-160-601.6 (Other Attorney Fees/Professional Services); and

WHEREAS, the City finds it in the best interest of the citizens to amend the existing agreement

NOW THEREFORE, IT IS ORDERED by the Laurel City Council that the administration be authorized to adopt Amendment No.2 (attached hereto as Exhibit A) to the Engineering Services Agreement with Engineering Xcellence and that this Amendment No. 2 is hereby made a part of and incorporated into the original Agreement, dated April 7, 2021, as though originally included therein. **IT IS FURTHER ORDERED**, that the Finance Director be authorized to perform any budget transactions necessary for facilitation of the foregoing order.

Motion was made by Councilperson Carmichael, seconded by Councilperson Kelly, that the above and foregoing Order be adopted.

Upon roll call vote, the result was as follows:

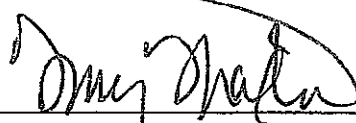
YEAS: Kelly, Thaxton, Carmichael, Ellis, Amos, Jordan

NAYS: None

ABSTAINING: None


ABSENT: Capers

The President thereupon declared the motion carried and the Order adopted this the 8th day of FEBRUARY, A.D. 2022



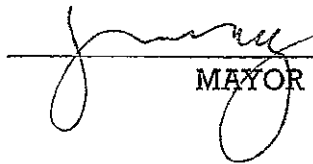
PRESIDENT OF THE COUNCIL

ATTESTED AND SUBMITTED TO THE MAYOR BY THE CLERK OF THE COUNCIL ON 2-10-2022.

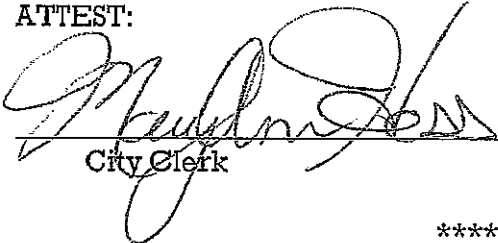

Clerk of the Council

APPROVED ☒ DATE 2-10-2022

VETOED ☐ DATE _____


MAYOR

ATTEST:


City Clerk



Robert K. Riemann, P.E.
President/Owner

3103 5TH Avenue, Suite B
Gulfport, MS 39501
Phone: 228-518-2980

January 21, 2022

Mayor Johnny Magee
401 N. 5th Avenue
Laurel, MS 39440
Phone (601) 428-6401

Re: RE: Amendment No. 2 to Engineering Services Agreement between The City of Laurel and Engineering Xcellence with Kris Riemann & Associates, PLLC for the Public Works Privatization Project

Dear Mayor Magee:

As per recent discussions, please find enclosed two (2) originals of Amendment No. 2 to the above referenced Engineering Services Agreement. This Amendment No. 2 increases the scope of work of the Project to include addition of benchmarks to the water and sewer contract, to assist with the addition of Water and Sewer items to the Cityworks Software including Storeroom (Inventory Manager to Track Parts), assisting with the American Public Works Association (APWA) Accreditation, and other needs by Public Works.

Please review the amendment, and if acceptable, forward to Council Clerk for inclusion on the upcoming City Council agenda. After acceptance and execution by the Mayor, please retain on copy for your records and return the other fully executed one to our office.

Please place this item on the February 8, 2022 Council Agenda.

If you need any further information or have any questions, please contact me at (228) 518-2980 or kris@engineeringxcellence.com. As always, it is a pleasure working with you and the City of Laurel.

Sincerely,

Robert K. Riemann, P.E.
President/Owner
Engineering Xcellence, PLLC



Attachments: 1. Amendment No. 2

EXHIBIT A

AMENDMENT 2

To the Engineering Services Agreement between

City of Laurel and Engineering Xcellence with Kris Riemann & Associates, PLLC.

Department of Public Works Privatization Contract

Laurel, Mississippi

This Amendment is attached to, made a part of, and incorporated by reference into an Agreement made on the 10th day of February, 2022, between the City of Laurel (Owner) and Engineering Xcellence with Kris Riemann & Associates, PLLC, (Engineer), providing for professional engineering services for the Public Works Privatization Project. The Agreement is amended or supplemented as indicated below:

1. Page 2 of the Agreement, Section II – Payment; Paragraph A.; 1. Total Sum Fee: Increase the amount by **\$31,400.00**. Revise sentence in paragraph to read *"The Client agrees to pay the Consultant a total sum fee for services for Three (3) Years on the Project of \$67,600.00."*

2. Page 14; add the following paragraphs beginning at new Paragraph R.

R. Execution – Services for Adding Benchmarks and Performance Criteria for the Water and Sewer Division – Provide the oversight of the following items.

R through V – Year 1 – Provides for the Working with Suez to Develop an Amendment, Determining Benchmark and Performance Criteria Similar to the Public Works Contract, Determining the Method to Review the Performance in an Annual Report, Award of the Amendment, Setting Up Cityworks Work Order Management System with Storeroom to include Water and Sewer, and Start Up.

W through Y – Year 2 - Contract Execution, Annual Report, City Council Meeting

Z through BB – Year 3 - Contract Execution, Annual Report, City Council Meeting

3. Page 16 of the Agreement, Exhibit "B" – Schedule and Compensation; Timing of Work; Add Items #R, S, T, U, V, W, X, Y, Z, AA, BB for Adding Benchmarks to the Water and Sewer Contract. Completion time of these items.

| Item # | Subject | Date |
|--------|--|------------------|
| R | Determine Benchmarks and Performance Criteria | February 8, 2022 |
| S | Determining the Method to Review the Performance in an | April 15, 2022 |

| | | |
|----|--|-----------------------------------|
| | Annual Report | |
| T | Award of Amendment | June 7, 2022 |
| U | Setting Up Cityworks and Storeroom | July 1, 2022 |
| V | Start Up of Amendment | July 1, 2022 |
| W | Review of Contract Execution | Every Month from the Start Date |
| X | Help with Putting Together that Data for the Annual Report. | Every October – January each year |
| Y | Attending the Council Meeting with the Annual Report is submitted to the City Council for approval | Each Year in February |
| Z | Review of Contract Execution | Every Month from the Start Date |
| AA | Help with Putting Together that Data for the Annual Report. | Every October – January each year |
| BB | Attending the Council Meeting with the Annual Report is submitted to the City Council for approval | Each Year in February |

4. Page 18 of the Agreement, Exhibit "B" – Schedule and Compensation; Timing of Work; Add Items #R, S, T, U, V, W, X, Y, Z, AA, BB for Adding Benchmarks to the Water and Sewer Contract, Completion July 1, 2022 for a total additive cost of \$31,400.00.

| Item # | Subject | Fee |
|--------|--|-----------|
| R | Determine Benchmarks and Performance Criteria | 5200.00 |
| S | Determining the Method to Review the Performance in an Annual Report | 2500.00 |
| T | Award of Amendment | 800.00 |
| U | Setting Up Cityworks and Storeroom | 4200.00 |
| V | Start Up of Amendment and Assist the Public Works Director as Needed with Any Questions | 5500.00 |
| | Year 1 | 18,200.00 |
| W | Review of Contract Execution | 3300.00 |
| X | Help with Putting Together that Data for the Annual Report. | 2500.00 |
| Y | Attending the Council Meeting with the Annual Report is submitted to the City Council for approval | 800.00 |
| | Year 2 | 6,600.00 |
| Z | Review of Contract Execution | 3300.00 |
| AA | Help with Putting Together that Data for the Annual Report. | 2500.00 |
| BB | Attending the Council Meeting with the Annual Report is submitted to the City Council for approval | 800.00 |
| | Year 3 | 6,600.00 |
| | Grand Total of Amendment No. 2 | 31,400.00 |

5. Page 14 of the Agreement, Exhibit "B" – Schedule and Compensation; Timing of Work; Add this statement to Item #1 for Services, Review of Contract Execution "To Allow Engineering Xcellence to Assist the Department of Public Works and the Director as Needed through this Process."

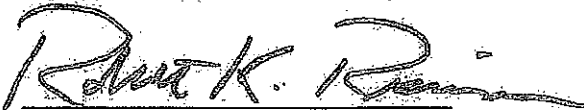
This AMENDMENT 2 is hereby made a part of and incorporated into the original Agreement, dated April 7, 2021, as though originally included therein.

Except as hereby specifically amended, all provisions of the original Contract between and among the parties and all responsibilities, obligations, and duties of the Engineer shall continue to be in full force and effect.

In witness, this Amendment No. 2 to the Contract is made, dated, executed and signed on the day and dates hereinafter set forth by officers or persons duly authorized to so act on behalf of the parties.

Engineer:

Engineering Xcellence
with Kris Riemann & Associates, PLLC.

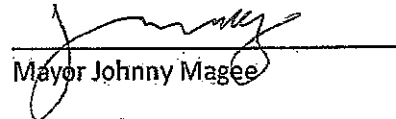


Robert K. Riemann, President/Owner

Date: _____

Client/Owner:

City of Laurel, Mississippi



Mayor Johnny Magee

Date: Feb 19, 2022