

GENERAL SERVICE AGREEMENT

For

PROFESSIONAL ENGINEERING SERVICES

**BY AND BETWEEN
THE CITY OF LAUREL, MISSISSIPPI
AND
IMS ENGINEERS**

THIS AGREEMENT made this 19th day of March, 2020, by and between the City of Laurel, Mississippi ("OWNER") and IMS ENGINEERS (the "ENGINEER"), having its principal place of business at 126 East Amite Street, Jackson, Mississippi.

I. DESCRIPTION OF SERVICES

OWNER intends to engage the ENGINEER to work on Iris Drive Bridge Replacement, Laurel MS, Public Infrastructure Project consisting but not limited to General Engineering Services and/or Land Surveying Services (collectively referred to as Professional Services), here in after called as the Project or Program of Work. The detailed scope of services performed under the AGREEMENT will be authorized in the form of Task Orders by the ENGINEER from time to time, which will be approved by the OWNER in writing. The OWNER and the ENGINEER here by acknowledge that such Task Orders shall become attachments to this AGREEMENT, and shall be incorporated into this AGREEMENT by reference. The Task Order shall be in the format as described in Exhibit B.

The ENGINEER shall be responsible for performing all task assigned directly by the OWNER or by delivery order. It is anticipated that the professional services performed will consist of the following four general types of work:

- Type 1:** Planning and Engineering studies and reports, infrastructure and utility evaluations, minor designs, cost estimates, general consultation, contract operations, maintenance and technical advisor.
- Type 2:** Engineering design, preparation of contract documents, assistance with bidding, and consultation during construction for construction projects.
- Type 3:** Staff augmentation; grant administration, program management, project management, and construction management services along with other services as required.
- Type 4:** Topographical surveys, boundary surveys, preparing surveying documents and allied services.

II. ADDITIONAL SERVICES

ENGINEER will provide services in accordance with Exhibit A “General Terms and Conditions” which is attached to and made a part of this AGREEMENT. The OWNER will pay ENGINEER for additional services specified in Section 2 of Exhibit A. For services provided by independent professional associates and consultants employed by ENGINEER, OWNER will pay ENGINEER the amount billed to ENGINEER times a factor of 1.10. Performance of Additional Services and employment of independent professional associates and consultants by ENGINEER will require prior written authorization of OWNER. ENGINEER will submit monthly statements for services rendered.

III. PAYMENT FOR SERVICES

OWNER will pay ENGINEER on an hourly basis in accordance with Exhibit C, “Hourly Rate Schedule for Professional Services”, plus Reimbursable Expenses. Subconsultant expenses will be billed to OWNER at their actual cost to ENGINEER times a factor of 1.10. Other reimbursable expenses will be billed to OWNER at the ENGINEER’s actual cost.

Both OWNER and ENGINEER recognize that certain occasions may arise for which the methods of payment to ENGINEER set forth in this AGREEMENT may not be appropriate or fair to either or both parties. On these occasions, the methods of payment will be negotiated separately and terms agreed to will be stated on the individual delivery orders which will supersede the methods of payment specified in the AGREEMENT.

IV. TIME SCHEDULE

The terms of this AGREEMENT shall remain in full force and effect for a period of four (4) years until it has been completed in accordance with its terms and Rules and Regulations attached.

V. CHANGE TO AGREEMENT

The following items listed below represent the complete AGREEMENT between OWNER and ENGINEER and may only be amended, supplemented, modified or cancel by a duly executed instrument.

- This AGREEMENT
- Exhibit A “General Terms and Conditions”
- Exhibit B “Sample Task Order”
- Exhibit C “Hourly Rate Schedule”

VI. ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have made and execute this AGREEMENT as of the day and year first above written.

WITNESS our signatures in execution hereof, this, the 19th day of March 2020.

THE CITY OF LAUREL, MISSISSIPPI

Johnny Magee
Johnny Magee, Mayor

Acting Mayor

Witness:

Rachel Jones

IMS ENGINEERS

Rod L. Hill

Rod L. Hill, P.E., President/COO

Witness:

[Signature]



EXHIBIT A GENERAL TERMS AND CONDITIONS

1. **Relationship between Engineer and Owner.** Engineer shall serve as Owner's professional engineering consultant in those phases of the Project to which this AGREEMENT applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Owner.
2. **Additional Services by Engineer.** The Owner may require the Engineer, by specific written authorization, to provide or have performed by qualified persons or firms, any additional services, which are not listed in Exhibit B - Scope of Work. The costs for these additional services shall be borne by the Owner as separate elements of cost in accordance with the terms presented in Exhibit C - Hourly Rate Schedule.
4. **Responsibility of the Engineer.** Engineer will strive to perform services under this AGREEMENT in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this AGREEMENT or any other material incorporated herein by reference, or in any AGREEMENT between the Owner and any other party concerning the Project, the Engineer shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Owner, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Owner, or for the failure of the Owner, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this AGREEMENT or any other AGREEMENT concerning the Project.

4. **Responsibility of the Owner.** Owner shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Owner shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

4.1 Owner shall give prompt written notice to the Engineer whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

4.2 Where applicable, shall provide the ENGINEER free, safe and timely access to any premises necessary for the ENGINEER to perform the Services to be rendered under this AGREEMENT. The OWNER shall also notify any and all possessors of the Project Site that the OWNER has granted the ENGINEER access to the project site.

4.3 Where applicable, will furnish to the ENGINEER information identifying type and location of underground improvements. The ENGINEER (or its authorized subconsultants) shall prepare a plan that shows the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. The OWNER will approve of the locations of subsurface penetrations prior to their being made. The OWNER agrees, to the fullest extent permitted by the law, to waive all

claims and causes of action against the ENGINEER and any one for whom the ENGINEER may be legally liable, for damages to underground improvements that result from subsurface penetration locations incorrectly depicted, undisclosed or unknown to the ENGINEER.

4.4 Provide the necessary support and assistance in a timely manner so as not to delay the Services of the ENGINEER.

4.5 Provide the ENGINEER all criteria, design and construction standards and full information as to Owner's requirements for each project.

4.6 Where applicable, furnish to the ENGINEER complete land deed record and title opinion for all lands on the Project Site which shall include, but not limited, ownership, easements, right of way, encroachments, zoning and deed restrictions.

4.7 Where applicable, furnish existing soils data including but not limited to reports, test borings, test pits, probing, subsurface explorations, soil bearing values, percolation test, ground corrosion and resistivity test, all with appropriate professional interpretation.

4.8 Where applicable, furnish existing laboratory tests, air and water pollution tests, reports and inspections of samples, materials or other items required by law or by governmental authorities having jurisdiction over any project.

4.9 Where applicable, provide legal, accounting, and insurance counseling services necessary for the project, legal review of the construction contract documents, and such auditing services as the OWNER may require to account for expenditures of sums paid to the Contractor.

4.10 Where applicable, furnish permits and approvals from all government authorities having jurisdiction over any project and from other as may be necessary for completion of the project.

4.11 Furnish above services at the OWNER's expense and in such manner that ENGINEER may rely upon them in the performance of ENGINEER's services under this AGREEMENT.

4.12 The OWNER shall promptly report to the ENGINEER any defects or suspected defects in ENGINEER's services which the OWNER becomes aware, so that the ENGINEER may take measures to minimize the consequences of such a defect. The OWNER further agrees to impose a similar notification requirement on all contractors in its OWNER/Contractor contract and shall require all subcontracts to maintain a like requirement. Failure by OWNER and OWNER's Contractors or Subcontractors to notify the ENGINEER shall relieve the ENGINEER of the costs to remedy the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

4.13 Where as the OWNER is a public body, the OWNER shall cause this AGREEMENT to be approved by the governing board, executed by the executive officers, and duly recorded in the official minutes of the body, and such OWNER shall provide the ENGINEER a certified copy of said minutes as evidence that the AGREEMENT has been properly recorded.

5. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

6. **Ownership of Documents.** The OWNER acknowledges that any document, drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished are considered instruments of professional service. As such, all instruments of professional service prepared by the ENGINEER under this AGREEMENT shall remain the property of the ENGINEER.

Further, by execution of this AGREEMENT, the OWNER agrees not to use, reuse or make any modification to the documents by the ENGINEER incident to this AGREEMENT without the prior written authorization of the ENGINEER, and OWNER agrees that he shall be responsible for OWNER's unauthorized modification or reuse.

7. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this AGREEMENT, are intended for use on the Project only. They should not be used by Owner or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Engineer, shall be at Owner's sole risk, and Owner shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting there from.

8. **Opinions of Cost and Contingency.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.

The OWNER and the ENGINEER agree that certain increased costs and changes may be required because of possible omissions, ambiguities, or inconsistencies in the drawings and specifications prepared by the ENGINEER and, therefore, that the final cost of any project may exceed the estimated cost. The OWNER agrees to set aside a reserve in the amount of five percent of the project costs as a contingency to be used as required, to pay for any such increased costs and changes. The OWNER further agrees to make no claim by way of direct or third-party action against the ENGINEER or its subconsultants with respect to any increased costs within the contingency because of any such changes or because of any claims made relating to such changes.

9. **Changes.** Owner reserves the right by written change order or amendment to make changes in requirements, amount of work, or time schedule adjustments; and Engineer and Owner shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.

10. **Delays.** If the Engineer's services are delayed by the Owner, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this AGREEMENT shall be adjusted equitably.

11. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Owner in writing.

12. **Suspension of Services.** Owner may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Owner, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be

obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Owner will reimburse Engineer for the costs of such suspension and remobilization.

13. Termination.

13.1 Either party may terminate this AGREEMENT, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this AGREEMENT through no fault of the terminating party. However, no such termination may be affected unless the other party is given (1) not less than (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party before termination.

13.2 The owner may terminate this AGREEMENT, in whole or in part, in writing for its convenience, if the termination is for good cause (such as for legal or financial reasons, major changes in the work or program requirements, initiation of a new step) and the engineer is given (1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party before termination.

13.3 If the owner terminates for default, an equitable adjustment in the price provided for in this AGREEMENT shall be made, but (1) no amount shall allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the engineer at the time of termination may be adjusted to the extent of any additional costs the owner incurs because of the engineer's default. If the engineer terminates for default or if the owner terminates for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the engineer for services rendered and expenses.

14. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and delivered by facsimile or in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed as provided below:

TO OWNER:

City of Laurel, Mississippi
Attention: Mayor Johnny Magee
City of Laurel, Mississippi
401 North 5th Avenue
Laurel, Mississippi 39440
Telephone: 601-428-6401

TO ENGINEER:

IMS Engineers
Attention: Rod L. Hill, P.E., President
126 East Amite Street
Jackson, Mississippi 39201
Telephone: 601-968-9194
Facsimile: 601-968-8118

COPY TO:
Tommy Avant, P.E.
126 East Amite Street
Jackson, Mississippi 39201
Telephone:

15. **Indemnification.** Engineer shall indemnify and hold harmless Owner from Owner's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage arising out of the sole negligent act, error or omission of Engineer.

Owner shall to the extent permitted by law indemnify and hold harmless Engineer from Engineer's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) on property damage arising out of the sole negligent act, error or omission of Owner.

In the event of joint or concurrent negligence of Engineer and Owner, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage.

Owner shall not be liable to the Engineer, and the Engineer shall not be liable to the Owner, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Owner or the Engineer or their employees, agents or subcontractors, by reason of services rendered under this AGREEMENT.

The OWNER here by agrees that ENGINEER's total aggregate liability to the OWNER, for any and all injuries, claims, losses, expenses or damages what so ever arising out of, or in any way related to, the work authorized here in, or this AGREEMENT, from any cause or causes, including but not limited to, ENGINEER's negligence, errors, omissions, strict liability, breach of the contract or breach of warranted, shall not exceed the amount of the net fees earned under a AGREEMENT with a private entity, or the minimum amount that is allowed under the prevailing laws of the State of Mississippi under any AGREEMENT with a public entity.

16. **Legal Proceedings.** In the event Engineer's employees are at any time required by Owner to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this AGREEMENT, where Engineer is not a party to such proceeding, Owner will compensate Engineer for the above said services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate AGREEMENT or an amendment to this AGREEMENT to terms which specifically supersede this provision, nor shall this provision apply in the event Owner engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate AGREEMENT or an amendment to this AGREEMENT.

17. **Successors and Assigns.** The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this AGREEMENT in whole or in part without the prior written approval of the other.

18. **Insurance.** Upon execution of this AGREEMENT the Engineer will provide proof of insurance and within the context of prudent business practices shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with maximum limits of \$500,000/\$1,000,000; automotive liability with maximum limits of \$500,000/\$500,000; and professional liability insurance with an annual limit of \$500,000. Should any of the insurance coverage be reduced or terminated, the Engineer will notify the Owner immediately.

Before commencement of the work, the OWNER shall require that Contractor and any Subcontractors submit written evidence that the Contractor or Subcontractor have obtained for the

period of the Construction Contract, Builders Risk "ALL Risk" Completed Value Insurance Coverage (including earthquake and flood) upon the entire project which is the subject of the construction contract. Such insurance shall include as additional named insured's the following: the OWNER, ENGINEER, and each of their officers, agents, employees, assigns, and any other persons with a insurable interest as may be designated by the OWNER.

19. **Information Provided by the Owner.** The Engineer shall indicate to the Owner the information needed for rendering of services hereunder. The Owner may elect to provide this information (including services by others) to the Engineer. In this case, the Owner recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Owner. In addition, the Owner agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Owner which is insufficient.
20. **Subsurface Conditions and Utilities.** Owner recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's sub consultants with appropriate equipment may fail to detect certain hidden conditions. Owner also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

Engineer will locate utilities which will affect the project from information provided by the Owner and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, on information from others, Engineer cannot and does not warrant their completeness and accuracy.

These services shall be treated as Additional Services as mentioned in clause (2) and shall be paid accordingly.

21. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Owner hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this AGREEMENT.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Owner agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Owner as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Owner waives any claim against Engineer and agrees to indemnify, defend and hold Engineer harmless from any claim or liability for injury or loss arising from Engineer's encountering unanticipated hazardous materials or suspected hazardous materials. Owner also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.

22. **Anticipated Change Orders.** Owner recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are

to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, Owner agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Owner make claim against Engineer for costs incurred if the change order work is a necessary part of the Project for which Owner would have incurred cost if work had been included originally in the contract documents unless Owner can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Owner against Engineer will be limited to the cost increase and not the entire cost of the change order.

23. **Payment.** Engineer shall submit monthly statements to Owner. Payment in full shall be done upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Owner agrees to pay interest on the unpaid balance at the rate of one and half percent (1.5%) per month (or the maximum rate of interest permitted by the law, if less) from said 30th day. Payment for Engineer's services is not contingent on any factor except Engineer's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. In addition, the ENGINEER may, without liability, after giving seven days written notice to the OWNER, suspend Services under this AGREEMENT until the ENGINEER has been paid in full all amounts due for Services, expenses, and other related charges. Payments will be credited first to the interest and then to the principal.

The ENGINEER shall receive payment for reimbursable expenses incurred during the course of performing the Services described here in the AGREEMENT. The reimbursable expenses shall include, but not limited to, the costs of travel, lodging, mileage, meals, postage, photocopy, printing and testing, and the cost of any subconsultants or subcontract services required for performance of the Services.

24. **Force Majeure.** Neither Owner nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
26. **Separate Provisions.** If any provisions of this AGREEMENT are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
27. **Governing Law.** This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Mississippi.
28. **Amendment.** This AGREEMENT shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
29. **Entire Understanding of AGREEMENT.** This AGREEMENT represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Owner and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed

or delivered with respect to the subject matter hereof that conflict with the terms of this AGREEMENT shall be null, void and without effect to the extent they conflict with the terms of this AGREEMENT.

30. Rider Clause

30.1 Extension to Other Jurisdictions: The Owner extends the resultant contract, including pricing, terms and conditions to all other public entities under the jurisdiction of the United States and its territories for any Engineering Services.

30.2 Inclusion of Governmental & Nonprofit Participants: This shall include but not be limited to private schools, Parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required these good, commodities and/or services.

30.3 Notification and Reporting: The Engineer agrees to notify the OWNER of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, which may be requested. The Engineer will provide the copy of the solicitation and resultant contract documents to any requesting jurisdiction or entity.

30.4 Contract AGREEMENT: Any jurisdiction or entity using the resultant contract may enter into its own contract with the Engineer. There shall be no obligation on the party of any participating jurisdiction to use the resultant contract. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue

31. Extension of AGREEMENT. The OWNER and the ENGINEER further agree that the purpose of the AGREEMENT is to authorize general professional engineering and land surveying services for which the scope of work is limited or not readily definable. In addition, the OWNER and the ENGINEER agree that for any professional for which the scope of work is readily definable, and for which a specific budget can be established, that a separate AGREEMENT may be prepared to authorize that work.

The commitments set forth in this AGREEMENT are based on the expectation that all of the Services described in this AGREEMENT will be performed and provided as set forth herein. In the event the OWNER reduces the Services to be performed by the ENGINEER, the OWNER agrees to release, hold harmless, defend and indemnify the ENGINEER from any and all claims, damages, losses or costs associated with or arising out of any reduction in Services.

32. Certifications, Guarantees and Warranties. The ENGINEER shall not be required to sign any documents, no matter requested, that would result in ENGINEER's having to certify, guarantee or warrant the quality of Services or existence of conditions not easily ascertained by the ENGINEER. The ENGINEER also agrees that payment of any amount due and owing to the ENGINEER shall not in any way be considered contingent upon ENGINEER's signing of any such certification(s).

The Owner acknowledges and understands that the documents prepared by the ENGINEER may represent imperfect data and may contain errors, omissions, conflicts, inconsistencies, code violations and improper use of materials. Such deficiencies will be correct when identified. The OWNER agrees to carefully study and compare the individual contract documents and report at once in writing

the ENGINEER any deficiencies the OWNER may discover. The OWNER further agrees to require each contractor and subcontractor to likewise study the documents and report at once any deficiencies discovered. The OWNER shall resolve all reported deficiencies in the documents with the ENGINEER prior to awarding any contracts or subcontracts, or starting any work. If ENGINEER, without additional time or additional expense, cannot resolve any deficiencies, the ENGINEER shall so inform the OWNER in writing.

EXHIBIT B

FORM OF TASK ORDER

The OWNER shall issue a TASK ORDER in the format below for the ENGINEER to provide **specific professional engineering services** in accordance to this AGREEMENT.

**General Service AGREEMENT Professional Engineering Services
for Iris Drive Bridge Replacement Project**

Task Order No. _____

Issued By: The City of Laurel, Mississippi (OWNER)

Issued To: IMS Engineers (ENGINEER)

Effective Date: _____

RE: General Services AGREEMENT dated _____ for above-referenced project.

This Task Order constitutes authorization by OWNER to ENGINEER to undertake the following task(s), as outlined in the Scope of Services of the referenced AGREEMENT, and in accordance with terms and conditions of that AGREEMENT, notice-to-proceed being the effective date shown above.

(Specific scope, budget, schedule and deliverables to be identified in each task order)

Authorized by: _____

Mayor
The City of Laurel, Mississippi

EXHIBIT C

HOURLY RATE SCHEDULE

Classification / Position	Rate per Hr in \$
PRINCIPAL	223.00
REGIONAL MANAGER	175.00
SENIOR PROJECT MANAGER / GROUP MANAGER	160.00
PROJECT MANAGER	125.00
SENIOR PROJECT ENGINEER	115.00
PROJECT ENGINEER III	100.00
PROJECT ENGINEER II	95.00
PROJECT ENGINEER I	85.00
ENGINEER INTERN III	75.00
ENGINEER INTERN II	70.00
ENGINEER INTERN I	65.00
ENGINEERING ASSISTANT II	60.00
ENGINEERING ASSISTANT I	52.00
PLANNING DESIGNER	85.00
GIS ANALYST	85.00
ADMINISTRATIVE II	62.00
ADMINISTRATIVE I	48.00
CADD TECHNICIAN II	65.00
CADD TECHNICIAN I	56.00
CONSTRUCTION REP III	80.00
CONSTRUCTION REP II	70.00
CONSTRUCTION REP I	55.00
PROFESSIONAL LAND SURVEYOR	115.00
SURVEYING SUPERVISOR	90.00
SURVEY CREW*	
Two Man	130.00
Two Man (GPS CREW)	160.00
Three Man	170.00
Four Man	195.00
IT MANAGER	100.00
CADD/GIS EQUIPMENT	20.00
FOUR WHEELER	30.00 Per Day
MILEAGE	0.575 Per Mile
REIMBURSABLE EXPENSES	Actual Expense x 1.10
PHOTOCOPIES	
Black & White (letter & legal)	0.10 Per Copy
Black & White (11 x 17)	0.20 Per Copy
Black & White (12 x 18)	0.25 Per Copy
Black & White (22 x 34)	0.30 Per Copy
Black & White (24 x 36)	0.35 Per Copy
Color	1.00 Per Copy

**Survey crew rates include Total Stations with Data Collectors, Survey Vehicle, and standard survey equipment.*

Travel Time: Time required to travel to and from a project site will be billed at the normal hourly rates.

The stated rates are effective for the period January 1, 2020 to December 31, 2020. IMS reserves the right to adjust the hourly rates after December 31, 2020.

**General Service AGREEMENT Professional Engineering Services
for Iris Drive Bridge Replacement Project**

Task Order No. 1

Issued By: City of Laurel (OWNER)

Issued To: IMS Engineers (ENGINEER)

Effective Date: _____

RE: Professional Services Agreement dated for above-referenced project.

This Task Order constitutes authorization by OWNER to IMS Engineers (ENGINEER) to undertake the following task(s), as outlined in the Scope of Services of the referenced Agreement, and in accordance with terms and conditions of that Agreement, notice-to-proceed being the effective date shown above.

SCOPE OF WORK:

Topographical Survey \$5,000.00

1. Conduct a detailed Topographical survey of the bridge site location. Survey should extend 500' of approach roadway at each and each end of the Bridge. Survey should also extend a minimum of 100' upstream and Down Stream of the creek.
2. Topographical survey will also show:
 - a. the limits of the existing Right of Way,
 - b. observed highwater elevations,
 - c. all Utilities including gas line, water lines, sewer line, underground cables, etc.
 - d. storm drain size and inverts
 - e. adjacent property owners and land use
 - f. well define creek cross section at 25 feet
 - g. well define roadway cross section at every 25 feet

Geotechnical Survey \$5,000.00

Geotechnical report will be conducted to determine the water and soil characteristics at the proposed site. The information in the report will be based on the selected proposed structure.

1. Bridge Report should include
 - a. Boring log in the immediate vicinity of the existing bridge
 - b. Sulfate levels in the water and soil
2. Box Bridge Report should include
 - a. Sulfate levels in the water and soil

Bridge and Roadway design 15% of Construction Cost

The section of the proposed structure will be based on the hydraulic flows and the required hydraulic opening. The hydraulic flows will be determined based on the hydrology and hydraulics analysis report. It is the intent to layout the selected structure within the existing

Right of Way. The roadway design and bridge designed will be based on the standard specifications for State Aid Road and Bridge Constructions of the Mississippi Department of Transportation and the Federal Highway Administration.

The final PS&E to include

1. Construction plans to include
 - a. Title sheet
 - b. Quantity and Index sheet
 - c. Typical section and Schedule Sheet
 - d. Traffic control Sheet
 - e. Bridge/Box Bridge Layout sheet
 - f. Boring location sheet (if selected Structure is a Bridge)
 - g. Roadway/Bridge Plan and Profile Sheet
 - h. All related standards
2. Construction Specifications
3. Engineering Cost Estimate

Construction Administration and Inspection: Part time inspection services or as directed by the owner 5% of construction cost.

ENGINEER shall be paid at an hourly rate for time and material to complete this Task Order in accordance to General Service Agreement.

Authorized by: _____
Johnny Magee, Mayor
The City of Laurel, Mississippi