

# AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

CITY OF LAUREL

AND

NEEL-SCHAFFER, INC.

This is an Agreement made on \_\_\_\_\_, 2024, between the CITY OF LAUREL, the OWNER, and NEEL-SCHAFFER, INC., the ENGINEER.

The OWNER intends to initiate a project to construct roadway improvements to West Drive from Grandview Drive to Highway 11, including milling and overlay, bridge replacement and water service replacement as described in more detail in Exhibit A, *Project Description*, and hereinafter called the “Project.”

The OWNER and the ENGINEER, in consideration of the mutual covenants herein, agree with respect to the performance of professional engineering services by the ENGINEER with respect to the Project and the payment for these services by the OWNER as set forth herein.

**SECTION 1 — BASIC SERVICES OF ENGINEER**

1.1 **ENGINEER** shall provide for **OWNER** professional engineering services for all phases of the **Project** to which this **Agreement** applies as hereinafter provided. These services will include serving as **OWNER's** professional engineering representative for the **Project**, providing consultation and advice and furnishing customary engineering services.

1.2 When authorized in writing by **OWNER**, **ENGINEER** shall provide Basic Services for the Construction Phase of the **Project** in accordance with **Exhibit C, "Scope of Construction Phase Services."**

**SECTION 2 — ADDITIONAL SERVICES OF ENGINEER**

If authorized in writing by **OWNER**, **ENGINEER** shall provide, or obtain from other qualified persons or firms, Additional Services which are not included as part of the Basic Services specified in Section 1. Additional Services shall include, but are not limited to, the following:

2.1. Services resulting from significant changes in the general scope, extent or character of the **Project** designed or specified by **ENGINEER** or its design including, but not limited to, changes in size, complexity, **OWNER's** schedule, character of construction or method of financing; and revising

previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond **ENGINEER's** control.

2.2. Preparing documents for alternate bids requested by **OWNER** for Contractor's work which is not executed or documents for out-of-sequence work.

2.3. Services resulting from the award of more than one separate prime contract for construction, materials or equipment for the **Project** unless multiple awards were contemplated and included as part of Basic Services in Section 1.

2.4. Assistance in connection with rebidding or renegotiating contracts for construction which involve modifying the Contract Documents to revise the **Project's** general scope, extent or character as necessary to reduce or increase the Construction Cost to bring it within the cost limit.

2.5. Preparing to serve or serving as a consultant or witness for **OWNER** in any litigation, arbitration or other legal or administrative proceeding involving the **Project**.

2.6. Services in making revisions to Contract Documents occasioned by the acceptance of

substitutions proposed by Contractor; and services after the award of the construction contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.7. Services resulting from significant delays in Project schedule which occurred through no fault of **ENGINEER**.

2.8. Additional or extended services during construction made necessary by (a) work damaged by fire or other cause during construction; (b) a significant amount of defective, neglected or delayed work of Contractor or supplier; (c) protracted or extensive assistance in the startup or utilization of any equipment or system; (d) acceleration of the progress schedule involving services beyond normal working hours; and (e) default or bankruptcy by Contractor.

2.9. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the **Project**.

2.10. Services during out-of-town travel required of **ENGINEER** other than visits to the **Project** site or **OWNER's** office.

2.11. Additional Services in connection with the **Project**, including services which are to be furnished by **OWNER** in accordance with Section 3

and services not otherwise provided for in Basic Services as specified in Section 1 of this **Agreement**.

### SECTION 3 — OWNER'S RESPONSIBILITIES

**OWNER** shall do the following in a timely manner so as not to delay the services of **ENGINEER** and bear all costs incident thereto:

3.1. Designate in writing a person to act as **OWNER's** representative with respect to the services to be rendered under this **Agreement**. Such person shall have complete authority to transmit instructions, receive information, and interpret and define **OWNER's** policies and decisions with respect to **ENGINEER's** services for the **Project**.

3.2. Provide all criteria and full information as to **OWNER's** requirements for the **Project**, including design objectives and constraints; space, capacity and performance requirements; and flexibility, expendability, and any budgetary limitations. Also furnish copies of design and construction standards which **OWNER** will require to be included in the Contract Documents.

3.3. Assist **ENGINEER** by placing at **ENGINEER's** disposal available information pertinent to the **Project** including previous reports; geotechnical information; utility locations; property descriptions,

zoning, deed and other land use restrictions; and any other data relative to design or construction of the **Project**. **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**.

3.4. Arrange for access to and make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services under this **Agreement**.

3.5. Examine studies, reports, sketches, drawings, specifications, proposals and other documents presented by **ENGINEER** and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.

3.6. Acquire property for easements and rights-of-way required for construction of the **Project**.

3.7. Give prompt written notice to **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 the **ENGINEER** or of any Contractor.

#### **SECTION 4 — PERIOD OF SERVICE**

4.1. The provisions of this Section 4 and the various rates of compensation for **ENGINEER's**

services provided for elsewhere in this **Agreement** have been agreed to in anticipation of the orderly and continuous progress of the **Project** through completion of all phases to which this **Agreement** applies. Specific periods of time and/or completion dates for rendering services are set forth in **Exhibit D, "Project Schedule."**

4.2. If **OWNER** requests modifications or changes in the scope, extent or character of the **Project**, or if periods of time and/or completion dates are exceeded through no fault of **ENGINEER**, the period of service and amount of compensation for **ENGINEER's** services shall be adjusted equitably.

4.3. In the event that the work designed or specified by **ENGINEER** is to be performed under more than one prime construction contract, the period of service and/or amount of compensation for **ENGINEER's** services shall be adjusted equitably unless multiple awards were contemplated and included as part of Basic Services in Section 1.

#### **SECTION 5 — PAYMENTS TO ENGINEER**

5.1. **Methods of Payment.** **OWNER** shall pay **ENGINEER** for Basic Services rendered under Section 1 and Additional Services rendered under Section 2 in accordance with the provisions of **Exhibit E, "Payments to Engineer."**

5.2. **Times of Payment.** ENGINEER shall submit monthly statements for Basic and Additional Services rendered. For lump sum and percentage methods of payment, statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. For cost-plus-fixed-fee method of payment, the amount of fixed fee billed will be based on the proportion of the costs incurred at the time of billing to the maximum allowable costs established for this Agreement. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3. **Delinquent Payments.** The OWNER recognizes time is critical with respect to payment of the ENGINEER's statements, and that timely payment is a material part of the consideration of this Agreement. ENGINEER's statements shall be due and payable within 30 calendar days of statement date. If OWNER objects to all or any portion of an invoice, OWNER shall notify the ENGINEER within 14 calendar days of the invoice date, identify the cause of the disagreement and pay when due that portion of the statement not in dispute. If OWNER fails to make any payment due ENGINEER for services and expenses, excepting any portion of the statement in dispute, within 60 calendar days after receipt of ENGINEER's statement, the

amounts due ENGINEER shall include a charge at the rate of one percent per month from the 60th day unless special arrangements have been previously made and agreed to by both parties in writing. Payment will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

5.4. **Termination Payment.** In the event of termination by OWNER or ENGINEER under Paragraph 6.2, OWNER shall pay ENGINEER for services and expenses provided to date of termination in accordance with the methods of payment specified in Paragraph 5.1.

5.5. **Records of Costs.** Records of costs pertinent to ENGINEER's compensation will be kept in accordance with generally accepted accounting principals. ENGINEER is only obligated to maintain these records for a period of three years following date of final payment for services rendered under this Agreement.

**SECTION 6 — GENERAL TERMS AND CONDITIONS**

6.1. **Construction Cost.**

6.1.1. **Opinions of Cost.** Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the

Contractor's methods of determining prices, or over competitive bidding or market conditions, **ENGINEER's** opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent **ENGINEER's** best judgment as an experienced and qualified professional, generally familiar with the construction industry; but **ENGINEER** cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by **ENGINEER**.

6.1.2. **Construction Cost Budget.** If a Construction Cost budget is established by written agreement between **OWNER** and **ENGINEER** and specifically set forth in this **Agreement** as a condition thereto, the following will apply:

6.1.2.1. The acceptance by **OWNER** at any time during the provision of services under this **Agreement** of a revised opinion of probable Construction Cost in excess of the then established budget will constitute a corresponding revision in the Construction Cost budget to the extent indicated in such revised opinion.

6.1.2.2. Any Construction Cost budget so established will include a contingency of 10 percent unless another amount is agreed upon in writing.

6.1.2.3. **ENGINEER** will be permitted to determine what materials, equipment, component

systems and types of construction are to be included in the Contract Documents and to make reasonable adjustments in the extent of the **Project** to bring it within the budget.

6.1.2.4. If proposals or bids have not been obtained within six months after completion of the Design Phase, the established Construction Cost budget will not be binding on **ENGINEER**, and **OWNER** shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Design Phase and the date on which proposals or bids are sought.

6.1.2.5. Use of an estimated or actual Construction Cost of the project as a basis of payment to the **ENGINEER** shall not be construed to mean that a Construction Cost budget has been established for the **Project**.

6.2. **Termination.** The obligation to provide further services under this **Agreement** may be terminated by either party upon 30 calendar days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.3. **Suspension.** Upon 14 calendar days' written notice to the **ENGINEER**, the **OWNER** may suspend the **ENGINEER's** work. Suspension for any

reason exceeding 60 calendar days shall, at the **ENGINEER's** option, make this **Agreement** subject to re-negotiation or termination as provided for elsewhere in this **Agreement**. Any suspension shall extend the period of service in a manner that is satisfactory to both the **OWNER** and the **ENGINEER**.

6.4. **Ownership and Reuse of Documents.**

6.4.1. Contract Documents and reports prepared by **ENGINEER** pursuant to this **Agreement** shall be the property of the **OWNER**. **ENGINEER** shall have the right to retain copies of all documents for his files.

6.4.2. Contract Documents prepared or furnished by **ENGINEER** and **ENGINEER's** independent professional associates and consultants, pursuant to this **Agreement** are instruments of service with respect to the **Project**. These documents are not intended or represented to be suitable for reuse by **OWNER** or others on extensions of the **Project** or on any other project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **OWNER's** sole risk and without liability or legal exposure to **ENGINEER**, or to **ENGINEER's** independent professional associates or consultants. **OWNER** shall indemnify and hold harmless **ENGINEER** and

**ENGINEER's** independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom to the fullest extent allowed by law. Any such verification or adaptation will entitle **ENGINEER** to further compensation at rates to be agreed upon by **OWNER** and **ENGINEER**.

6.5. **Insurance.**

6.5.1. The **ENGINEER** maintains workers' compensation insurance coverage and unemployment compensation coverage in an amount as required by state law; comprehensive general liability insurance with maximum limits of \$500,000/\$1,000,000; automotive liability insurance with maximum limits of \$500,000/ \$500,000; and professional liability insurance with an annual limit of \$2,000,000.

6.5.2. **OWNER** recognizes that the insurance market can be erratic and **ENGINEER** cannot guarantee to maintain the coverages identified above. **ENGINEER** will endeavor to do so, within the context of prudent business practices, and will notify the **OWNER** of any change in coverage no later than 10 calendar days after **ENGINEER** becomes aware of such change. If coverage is withdrawn or if replacement policy will afford inadequate protection and/or will require a significantly increased premium when compared to prior coverage, the **ENGINEER**

and the **OWNER** shall confer as to alternatives available, if any, and shall bargain in good faith in an attempt to achieve conditions acceptable to both.

6.6. **Personnel and Facilities.** The **ENGINEER** has, or will secure at his own expense, personnel, equipment and other materials and supplies required to perform the services under this **Agreement** within the period of service set forth in Section 4. **ENGINEER** may subcontract a portion of these services, but these Subcontractors shall be subject to written approval by the **OWNER**. Such personnel shall not be employees of nor have contractual relationship with the **OWNER**.

6.7. **Accounting System.** The **ENGINEER** shall maintain an accounting system which accounts for costs in accordance with generally accepted accounting principles. The **OWNER** reserves the right to audit the **ENGINEER's** accounts which relate to services provided under this **Agreement**.

6.8. **Successors and Assigns.** Neither **OWNER** nor **ENGINEER** shall assign any interest in this **Agreement** without the prior written consent of the other and in no case shall assignment relieve assignor from liability under this **Agreement**. This **Agreement** shall bind the successors and legal representatives of both parties. Nothing in this

**Agreement** shall give any rights or benefits to anyone other than **OWNER** and **ENGINEER**.

6.9. **Relationship.** The **OWNER** has retained **ENGINEER** to provide professional services. These parties have not entered into any joint venture or partnership with the other. The **ENGINEER** is not to be considered the agent of the **OWNER**.

6.10. **Standard of Care.** The **ENGINEER** will strive to perform services under this Agreement in a manner consistent with that level 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.

6.11. **Indemnification.**

6.11.1. To the fullest extent permitted by law, the **ENGINEER** agrees to hold harmless and indemnify **OWNER** from and against liability arising out of **ENGINEER's** negligent performance of professional services under this **Agreement**. It is specifically understood and agreed that in no case shall the **ENGINEER** be required to pay an amount disproportional to **ENGINEER's** culpability, or any share of any amount levied to recognize more than actual economic damages.



6.11.2. To the fullest extent provided by law, the **OWNER** agrees to hold harmless and indemnify **ENGINEER** from and against liability arising out of **OWNER's** negligence. It is specifically understood and agreed that in no case shall the **OWNER** be required to pay an amount disproportional to **OWNER's** culpability, or any share of any amount levied to recognize more than actual economic damages.

6.11.3. 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 negligency (including that of third parties) which caused the personal injury or property damage.

6.11.4. The **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.

6.12. **Recovery of Dispute Resolution Costs.** In the event that legal action is brought by either party against the other, the prevailing party shall be

reimbursed by the other for the prevailing party's legal costs, in addition to whatever other judgments or settlement amounts, if any, may be due.

6.13. **Compliance with Codes and Standards.** The **ENGINEER's** professional services shall incorporate those publicly announced federal, state and local laws, regulations, codes and standards that are applicable at the time the services are rendered. In the event of a change in a law, regulation, et al., the **ENGINEER** shall assess its impact. If, in the **ENGINEER's** professional opinion, the impact is such to significantly affect the **ENGINEER's** compensation or the period of service, then the compensation and/or period of service can be renegotiated.

6.14. **Force Majeure.** Neither **OWNER** nor **ENGINEER** shall be liable for faults or delays caused by any contingency beyond his control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

6.15. **Separate Provisions.** If any provisions of this **Agreement** are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

6.16. **Risk Allocation.** Not Used.

6.17. **Period of Repose.** Any applicable statute of limitations shall commence to run and any

alleged course of action shall be deemed to have accrued not later than the completion of services to be performed by **ENGINEER**.

6.18. **Hazardous Materials.**

6.18.1. 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**.

6.18.2. 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. To the fullest extent allowed by law, **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.

6.19. **Subsurface Conditions and Utilities.**

6.19.1. The **OWNER** recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of **ENGINEER**, or **ENGINEER**'s subconsultants, with appropriate equipment may fail to detect certain hidden conditions. The **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.

6.19.2. **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.

6.19.3. To the fullest extent allowed by law, **OWNER** waives any claim against **ENGINEER** and agrees to indemnify, defend and hold **ENGINEER** harmless from any and all damage, liability or cost for any property damage, injury or economic loss arising from errors or inaccuracies of information related to subsurface investigations or underground utilities in Contract Documents prepared by **ENGINEER** or **ENGINEER's** subconsultants, except for damage caused by sole negligence of **ENGINEER**.

6.20. **Anticipated Change Orders.** **OWNER** recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in Contract Documents; that all details of a completed project are not intended to be covered in the Contract Documents; that a certain amount of errors, omissions, ambiguities and inconsistencies are to be expected in 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 within professional standards and the standard of care of **ENGINEER's** profession in accordance with paragraph 6.10,

**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 costs 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.

6.21. **Value Engineering.** If the **OWNER** retains the services of a **VALUE ENGINEER (VE)** to review the Contract Documents prepared by the **ENGINEER**, it shall be at the **OWNER's** sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the **ENGINEER's** services. The **OWNER** shall promptly notify the **ENGINEER** of the identity of the **VE** and shall define the **VE's** scope of services and responsibilities for the **ENGINEER**. All recommendations of the **VE** shall be given to the **ENGINEER** for review, and adequate time will be provided to the **ENGINEER** to respond to these

recommendations. If the **ENGINEER** objects to any recommendations made by the **VE**, it shall so state in writing to the **OWNER**, along with the reasons for objecting. If the **OWNER** requires the incorporation of changes in the Contract Documents to which the **ENGINEER** has objected, the **OWNER** agrees, to the fullest extent permitted by law, to waive all claims against the **ENGINEER** and to indemnify and hold harmless the **ENGINEER** from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, which arise in connection with or as result of the incorporation of such changes required by the **OWNER**. In addition, the **ENGINEER** shall be compensated for services necessary to incorporate recommended **VE** changes into reports, drawings, specifications, bidding or other documents. The **ENGINEER** shall be compensated as Additional Services for all time spent to prepare for, review and respond to the recommendations of the **VE**. The **ENGINEER's** time for performance of its services shall be equitably adjusted.

6.22. **Affirmative Action.** During the performance of this **Agreement**, the **ENGINEER** agrees to take affirmative action to ensure that applicants are employed, and employees are treated

during employment, without regard to their race, color, religion, sex or national origin.

6.23. **Conflicts.** In the event of a conflict between the main text of this **Agreement** and any appendix thereof, provisions of the main text shall govern.

6.24. **Governing Law.** The laws of the State of Mississippi will govern the validity of this **Agreement**, its interpretations and performance, and remedies for any claims related to this **Agreement**.

6.25. **Separate Provisions.** If any provisions of this **Agreement** are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

6.26. The **ENGINEER** authorizes Mandolyn M. Hegwood, P.E. Professional Engineer No. 20250 in the State of Mississippi, to act on his behalf for this **Project**.

## SECTION 7 — DEFINITIONS

As used herein, the following words and phrases have the meanings indicated, unless otherwise specified in various sections of this Agreement:

7.1. **Addenda.** Written or graphic instruments issued prior to the opening of bids which clarify, correct or change the bidding documents or the Contract Documents.

7.2. **Agreement.** This contract including all exhibits and documents included by reference.

7.3. **Application for Payment.** The form accepted by **ENGINEER** which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

7.4. **Bid.** The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the construction work to be performed.

7.5. **Change Order.** A document recommended by **ENGINEER** which is signed by Contractor and **OWNER** and authorizes an addition, deletion or revision in the construction work, or an adjustment in the contract price or the contract time, issued on or after the effective date of the construction contract.

7.6. **Contract Documents.** The drawings and specifications, addenda, and other documents required to obtain bids from contractors for construction of the **Project**.

7.7. **Contractor.** The person, firm or corporation with whom **OWNER** has entered into a contract for construction of the **Project**.

7.8. **Construction Cost.** Total cost of entire **Project** to **OWNER** not including **ENGINEER's** compensation and expenses, cost of land and rights-of-

way, or compensation for or damages to properties, unless this **Agreement** so specifies; nor will it include **OWNER's** legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the **Project** or the cost of services to be provided by others to **OWNER** pursuant to Section 3 of this **Agreement**.

7.9. **Direct Labor Costs.** Salaries and wages paid to **ENGINEER's** personnel engaged directly on the **Project**, including engineers, draftsmen, technicians, designers, surveyors, resident project representatives and other technical and administrative personnel; but does not include indirect payroll related costs or fringe benefits.

7.10. **Drawings.** The drawings which show the character and scope of the **Project** and which have been prepared or approved by **ENGINEER** and are referred to in the Contract Documents.

7.11. **Reimbursable Expenses.** Actual expenses incurred by **ENGINEER** directly in connection with providing services for the **Project**. These include, but are not limited to, transportation and subsistence; reproduction and printing; communications; postage and express mail; equipment rental; and expense of computers and other specialized equipment.

7.12. **Resident Project Representative.** The authorized representative of **ENGINEER** who is assigned to the construction site or any part thereof for the purpose of observing the performance of the work of the Contractor.

7.13. **Shop Drawings.** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for Contractor to illustrate some portion of the work and all illustrations, brochures, standard schedules and other information prepared by a Supplier and submitted by Contractor to illustrate material or equipment for some portion of the **Project**.

7.14. **Specifications.** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the **Project** and certain administrative details applicable thereto.

7.15. **Subcontractor.** An individual, firm or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the **Project** at the site.

7.16. **Supplier** A manufacturer, fabricator, supplier, distributor, material man or vendor of products or equipment used in construction of the project.

**SECTION 8 — SPECIAL PROVISIONS AND EXHIBITS**

8.1. This **Agreement** is subject to the following Special Provisions.

8.2. The following Exhibits are attached to and made a part of this **Agreement**.

8.2.1. Exhibit A, "Project Description."

8.2.2. Exhibit B, "Scope of Design Phase Services."

8.2.3. Exhibit C, "Scope of Construction Phase Services."

8.2.4. Exhibit D, "Project Schedule."

8.2.5. Exhibit E, "Payments to Engineer."

8.2.6. This **Agreement**, consisting of Pages 1 to 16, inclusive, together with the Exhibits identified above, constitute the entire agreement between **OWNER** and **ENGINEER** and supersede all prior written and oral understandings. This **Agreement** and said Exhibits may only be amended, supplemented, modified or canceled through a duly executed written instrument.

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

OWNER: CITY OF LAUREL

ENGINEER: NEEL-SCHAFFER, INC.

BY: \_\_\_\_\_

BY: Maudlyn M. Hegwood

TITLE: \_\_\_\_\_

TITLE: Engineer Manager

WITNESS: \_\_\_\_\_

WITNESS: AS M B

\_\_\_\_\_

Senior Project Manager

**EXHIBIT A**

**PROJECT DESCRIPTION**

The project shall include improvements to West Drive from Grandview Drive to Highway 11 including bridge replacement near Meadowbrook Drive. North of Airport Drive, West Drive shall receive shoulder widening and meet LPA design standards. South of Airport Drive, West Drive shall receive milling and overlay.

The entire project length shall receive new water services where applicable. The existing water main shall remain in service. Fire hydrants shall be evaluated and replaced as required.

The bridge shall be replaced in accordance with state aid standards.



---

EXHIBIT B

SCOPE OF DESIGN PHASE SERVICES

- 1.1 **Preliminary Design Phase.** After execution of the **Agreement**, the Preliminary Design Phase will be initiated and the **ENGINEER** shall:
  - 1.1.1 Consult with the **OWNER** to clarify and define the **OWNER's** requirements for the **Project**.
  - 1.1.2 Assemble and review available data which may be pertinent to the **Project**.
  - 1.1.35 Identify and analyze requirements of governmental authorities having jurisdiction to approve the **Project** with whom consultation is to be undertaken in connection with the **Project**. If required, prepare and submit application to authorities/organizations for approval to construct the **Project**.
  - 1.1.4 Prepare preliminary design documents.
  - 1.1.5 Based on the information contained in the preliminary design documents, prepare an opinion of probable construction costs.
  - 1.1.6 Furnish three copies of above preliminary design documents to **OWNER** for review.
  - 1.1.7 Schedule progress meetings as required to effectively coordinate with the **OWNER**; prepare minutes of these progress meetings; and prepare a design progress report monthly for the preceding month's work which shall accompany **ENGINEER's** monthly statement.
  - 1.1.8 **ENGINEER's** services under the Preliminary Design Phase will be considered complete no later than 30 days after the date when preliminary design documents are delivered to the **OWNER** plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the preliminary design documents, if such approval is to be obtained during the Preliminary Design Phase.
- 1.2 **Final Design Phase.** After receiving written authorization to proceed with the Final Design Phase, the **ENGINEER** shall:
  - 1.2.1 Modify preliminary design documents as necessary to reflect **OWNER's** comments.
  - 1.2.2 Perform detailed design.
  - 1.2.3 On the basis of approved preliminary design documents (including **OWNER's** comments) and detailed design, prepare final design documents to include final construction drawings, specifications and contract documents.
  - 1.2.4 Conduct plan-in-hand inspection of the project site with **OWNER** and representatives of governmental agencies which may have jurisdiction over the **Project**.

- 1.2.5 Meet as necessary with representatives of utility companies to resolve utility issues.
- 1.2.6 Prepare a project notebook containing copies of all design calculations, equipment and component data sheets, manufacturer's catalog cuts, survey books/notes, correspondence and other information.
- 1.2.7 Based on information contained in the final design documents, prepare a revised opinion of probable construction costs.
- 1.2.8 Provide technical criteria, written descriptions and design data for **OWNER's** use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the **Project** and assist **OWNER** in consultations with appropriate authorities.
- 1.2.9 Furnish three sets of the above final design documents to the **OWNER** for review and approval.
- 1.2.10 Schedule progress meetings as required to effectively coordinate with the **OWNER**; prepare minutes of these progress meetings; and prepare a design progress report monthly for the preceding month's work which shall accompany **ENGINEER's** monthly statement.
- 1.2.11 **ENGINEER's** services under the Final Design Phase will be considered complete at the earlier of (1) the date when the final design documents have been accepted by the **OWNER**, or (2) 30 days after the date when the final design documents are delivered to the **OWNER** for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the final design documents if such approval is to be obtained during the Final Design Phase.

**EXHIBIT C**

**SCOPE OF CONSTRUCTION PHASE (ENGINEERING) SERVICES**

**NOT USED**

**EXHIBIT D**

**PROJECT SCHEDULE**

The time periods for performances of Basic Services specified in Section 1, **Exhibit B, “Scope of Design Phase Services”** and **Exhibit C, “Scope of Construction Phase (Engineering) Services”** are stipulated as indicated below:

- 1.1.1 Preliminary Design Phase services will be completed and **ENGINEER’S** documentation and opinion of probable construction costs will be submitted within 45 days of notice to proceed.
- 1.1.2 Final Design Phase services will be completed and **ENGINEER’S** documentation and revised opinion of probable construction costs will be submitted within 60 days of **OWNER’S** approval of the preliminary design.
- 1.1.3 Bidding and Contracting Phase services will begin with authorization to proceed from the **OWNER** and will end with holding of the preconstruction conference.
- 1.1.4 Construction and Resident Phase services can be negotiated upon request of the City of Laurel.

EXHIBIT E

PAYMENTS TO ENGINEER

1.1 **Basic Services.** OWNER shall pay ENGINEER for Basic Services rendered under Section 1, as supplemented by Exhibit B, “Scope of Design Phase Services,” the following fees are listed below:

1.1.1 **DESIGN PHASE SERVICES:**

- a) **Preliminary Design:** As described in Exhibit B, Section 1.1
- b) **Final Design:** As described in Exhibit B, Section 1.2

A fixed fee amount for Design Phase Services shall be a total fee not to exceed \$225,175.00.

1.1.2 **CONSTRUCTION ADMINISTRATION SERVICES:**

Not included in this contract.

1.1.3 **RESIDENT PROJECT REPRESENTATION:**

Not included in this contract.

1.2 **For Additional Services.** OWNER shall pay ENGINEER for Additional Services rendered under Section 2 on the basis of ENGINEER’S Direct Labor Cost plus an overhead factor of 1.6041 plus a profit rate of twelve percent plus Reimbursable Expenses. Subconsultants will be billed at actual cost times a factor of 1.1. Additional Services shall not exceed \$200,000.