

**CONTRACT AGREEMENT**  
**For**  
**PROFESSIONAL ENGINEERING SERVICES**

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

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Laurel ("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 provide professional engineering services. The detailed scope of services performed under the AGREEMENT is attached hereto as Exhibit A.

It is anticipated that the professional services performed will consist of the following three projects:

**Project 1: Iris Drive Bridge Project:** performing a Hydraulic Study for collapse Bridge located on Iris Drive.

**Project 2: Brown Street Drainage Project:** performing a Hydraulic/Hydrology Study for flooding problems identified on Brown Street.

**Project 3: 13th Avenue Drainage Project:** performing a Hydraulic/Hydrology Study for flooding problems identified on 13<sup>th</sup> Avenue.

**II. ADDITIONAL SERVICES**

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 A - 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 B - Hourly Rate Schedule.

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 the following lump sum for services satisfactorily performed in accordance with this Agreement.

**Project 1: Iris Drive Bridge Project: \$5,422.00.**

**Project 2: Brown Street Drainage Project: \$8,470.00.**

**Project 3: 13th Avenue Drainage Project: \$8,470.00.**

ENGINEER shall submit monthly statements to OWNER. Payment in full shall be done upon receipt of the invoice. If payments are delinquent after 45 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.

### IV. 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.

## **V. TIME SCHEDULE**

The terms of this AGREEMENT shall remain in full force and effect for a period of one (1) year until it has been completed in accordance with its terms. This Agreement may be extended for an additional one-year term at the option of the OWNER and upon the agreement of the ENGINEER to complete scope services and/or additional services authorized by the OWNER.

## **VI. TERMINATION**

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.

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.

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.

## **VII. GOVERNING LAW**

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Mississippi.

## **VIII. 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 “Proposal/Scope of Work”
- Exhibit B “Hourly Rate Schedule”

## **IX. 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 \_\_\_\_\_ day of \_\_\_\_\_ 2019.

### **CITY OF LAUREL**

\_\_\_\_\_  
Honorable Mayor Johnny Magee

Witness:

\_\_\_\_\_

### **IMS ENGINEERS**

\_\_\_\_\_  
Tommy Avant, P.E., Corporate Vice President

Witness:

\_\_\_\_\_

**EXHIBIT A**  
**PROPOSAL / SCOPE OF WORK**



**ENGINEERS**

ENGINEERS • PLANNERS • PROJECT MANAGERS

**Corporate Headquarters**

126 East Amite Street

Jackson, MS 39201

**PH:** 601.968.9194

**FX:** 601.968.9192

[www.imsengineers.com](http://www.imsengineers.com)

**VIA EMAIL**

November 19, 2019

Attention: Mr. Lorenzo Anderson, P.E., Public Works Director

City of Laurel, MS

2504 Moose Drive

Laurel, Mississippi 39440

(601) 428-6455

**Re: City of Laurel Hydraulic and Hydrology Proposal for three sites**

**Subject: Engineering Cost Proposal**

Dear Mr. Anderson:

This letter will serve as an update and follow to our visit with you on October 21, 2019 for the above referenced project. As per your request, we are pleased and appreciate the opportunity to provide a proposal to perform the professional services for the following sites.

1. **Iris Drive Bridge Project:** Hydraulic Study for collapse Bridge located on Iris Drive. FEMA is requiring that the City submit a Hydraulic/Hydrology (H/H) Report. The H/H Report will be performed utilizing the method that is required by the Office of State Aid Road Construction (State Aid) for local bridges.

As per our conversation, we are the County Engineer for Hinds and Claiborne Counties. As the County Engineer, we are responsible performing annual inspections on all the bridges in the County including municipalities within the Counties that are not maintained by the Mississippi Department of Transportation. Also, we are responsible for replacing in adequate bridge structures programmed by the Counties and administrated by State Aid.

As per State Aid requirements, IMS will delineate the drainage area and determine the adequate size of the structure needed in order to prevent flood and washing out the bridge structure. Services to be performed will included (but are not limited to) the following:

- **Site Assessment:** verify the existing structure, site conditions and limitations; verify roadway alignment and profile; verify the creek/channel depth; determine the highwater elevation.
  - **Hydrology Study:** review quad map data; delineation of drainage area; determination the slope, elevation, and flow rate; and gathering all details.
  - **Hydraulic Study:** determine the required opening of the bridge; determining the type of structure required; and determining the exit velocity, and inlet/out control for the structure.
  - **Recommendation:** Provide a recommendation for improvements.
2. **Brown Street Drainage Project:** IMS will be responsible for performing a H/H Study for flooding problems identified on Brown Street in your report to the Mayor and also verifying your summary recommendation to determine the best solution to resolving the flooding issues that are occurring on Brown Street.

As per our conversation, you mentioned that the projected overall budget for the project is approximately \$2M. Currently, the City has \$625,000 funds available. IMS is preparing a cost proposal for Hydraulic/Hydrology Study to verify/confirm the items listed in the summary report.

Services to be performed will included (but are not limited to) the following:

- **Site Assessment:** verify the roadway typical section, drainage ditches, and site conditions and limitations; verify roadway alignment and profile; verify ponding areas.
  - **Hydrology Study:** review quad map data; delineation of drainage area; verify flood zone, floodway; determination the slope, elevation, and flow rate; and gathering all details.
  - **Hydraulic Study:** analysis to flow pattern for drainage area; develop a storm drainage model to determine the appropriate recommendation (which may require designing a detention pond).
  - **Recommendation:** Provide a recommendation for improvements.
3. **13th Avenue Drainage Project:** As per our meeting, it is our understanding that there are drainage issues along 13<sup>th</sup> Avenue (between Queen Street and Rose Avenue) - similar to the Brown Street issues. As per our conversation, the City is currently seeking funds for improving the drainage problems in this area; however, in the interim, the City is requesting a proposal to a H/H Study.

IMS will perform the same H/H Study services identified in Item 2 above (similar to the Brown Street Project).

IMS shall perform the services as stated above for lump sum cost for each site below.

Item	Project	Discipline	Hours	Cost
1	Iris Drive Bridge Project			\$5,422.00
		Project Manager	2.50	
		Project Engineer	18.00	
		Project Intern	44.00	
2	Brown Street Drainage Project			\$8,470.00
		Project Manager	2.50	
		Project Engineer	30.00	
		Project Intern	68.00	
3	13th Avenue Drainage Project			\$8,470.00
		Project Manager	2.50	
		Project Engineer	30.00	
		Project Intern	68.00	

Upon receipt of a written Notice-to-Proceed from your office, we are available to begin work immediately. If you any have questions, please feel free to give us a call. Again, we appreciate the opportunity and we look forward to working with you.

Sincerely,



Tommy Avant, P.E.  
Corporate Vice President of Engineering

c: Mr. Rod L. Hill, P.E., IMS President/COO  
City of Laurel Drainage Improvement File

## EXHIBIT B

### HOURLY RATE SCHEDULE

<b>Classification / Position</b>	<b>Rate per Hr in \$</b>
PRINCIPAL	200.00
REGIONAL MANAGER	175.00
SENIOR PROJECT MANAGER / GROUP MANAGER	160.00
PROJECT MANAGER	125.00
SENIOR PROJECT ENGINEER	115.00
PROJECT ENGINEER III	95.00
PROJECT ENGINEER II	90.00
PROJECT ENGINEER I	80.00
ENGINEER INTERN III	75.00
ENGINEER INTERN II	68.00
ENGINEER INTERN I	60.00
ENGINEERING ASSISTANT II	58.00
ENGINEERING ASSISTANT I	50.00
PLANNING DESIGNER	85.00
GIS ANALYST	85.00
ADMINISTRATIVE II	60.00
ADMINISTRATIVE I	48.00
CADD TECHNICIAN II	65.00
CADD TECHNICIAN I	55.00
CONSTRUCTION REP III	80.00
CONSTRUCTION REP II	65.00
CONSTRUCTION REP I	45.00
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, 2019 to December 31, 2019. IMS reserves the right to adjust the hourly rates after December 31, 2019.**