


Department of Engineering  
Dan Gaillet, P.E., County Engineer

3137 South Liberty Street, Canton, MS 39046  
Office (601) 790-2525 FAX (601) 859-3430

MEMORANDUM

March 26, 2019

To: Sheila Jones, Supervisor, District I  
Trey Baxter, Supervisor, District II  
Gerald Steen, Supervisor, District III  
David Bishop, Supervisor, District IV  
Paul Griffin, Supervisor, District V

From: Dan Gaillet, P.E.   
County Engineer

Re: Southern Consultants, Inc.  
The Woodlands Subdivision

The Engineering Department is recommending the Board hire Southern Consultants, Inc. to provide design engineering services for drainage system rehabilitation in The Woodlands Subdivision, for a fee not to exceed \$60,000.

# AGREEMENT FOR PROFESSIONAL SERVICES

BY AND BETWEEN

## MADISON COUNTY, MISSISSIPPI and SOUTHERN CONSULTANTS, INCORPORATED

THIS IS AN AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **MADISON COUNTY BOARD OF SUPERVISORS, MADISON COUNTY, MISSISSIPPI**, hereinafter called the OWNER, and **SOUTHERN CONSULTANTS, INC.** "A Woman's Business Enterprise" having its principal place of business at 5740 County Cork Road, Jackson, Mississippi and mailing address of 5740 County Cork Road, Jackson, Mississippi 39206, hereinafter called the ENGINEER.

The OWNER has decided to retain professional engineering services for drainage improvements in The Woodlands Subdivision (off Kearney Park Road), described in more detail in Exhibit A, Project Description and hereinafter called the PROJECT; and

WHEREAS, the ENGINEER is willing to render such professional engineering services in accordance with Exhibit B, Scope of Engineering Services; Exhibit C, Compensation for Professional Services; and Exhibit D, Schedule of Work and for the consideration and upon the terms hereinafter stated;

NOW THEREFORE, the OWNER and the ENGINEER in consideration of these promises and of the mutual covenants herein, agree with respect to the performance of professional engineering services by the ENGINEER relative to the PROJECT and the payment for these services by the OWNER as set forth herein.

### SECTION 1 - BASIC ENGINEERING AND TECHNICAL SERVICES

- A. The ENGINEER shall provide professional engineering services for all phases of the drainage system improvements. These services shall include customary civil and structural engineering and other necessary services required for the detailed design of the improvements, preparation of plans and specifications, bid phase services, and construction phase services.
- B. By executing this Agreement, the OWNER authorizes the ENGINEER to provide engineering services for drainage system rehabilitation in The Woodlands Subdivision and in accordance with the Project Description described in Exhibit A. The work shall be completed in accordance with Appendices B and D. The OWNER shall compensate the ENGINEER for these services in accordance with the provisions of this Agreement and Exhibit C. The ENGINEER agrees to perform the work expeditiously in accordance with the time schedule enumerated in Exhibit D.

## SECTION 2 - ADDITIONAL SERVICES BY ENGINEER

- A. 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. The costs for these additional services shall be borne by the OWNER as separate elements of cost in accordance with mutually agreed compensation.

## SECTION 3 - OWNER'S RESPONSIBILITIES

The OWNER, at no cost to the ENGINEER, agrees to the following:

- A. Provide criteria and information as to the OWNER's design requirements for the work to be performed under this Agreement including design objectives and constraints, space, capacity and performance requirements, flexibility and any budgetary limitations; and furnish copies of design and construction standards which the OWNER will require to be included in the design drawings and specifications.
- B. Assist the ENGINEER by placing at his disposal available information pertinent to the work including previous reports, "as-built" drawings of existing facilities, and other data relative to design or construction of the work.
- C. Furnish to the ENGINEER, as required for performance of the ENGINEER's services, the results of laboratory tests, inspections, exploration studies, or other special data not covered in Exhibit B, "Scope of Design Phase Services".
- D. Arrange for access to and make provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform the services included under this Agreement.
- E. Examine studies, reports, sketches, design drawings, specifications, proposals and other documents presented by the ENGINEER and render in writing decisions pertaining thereto, within a reasonable time; so as not to delay the services of the ENGINEER included under this Agreement.
- F. Acquire property for both permanent right-of-way and temporary construction easements, based on requirements as determined by the ENGINEER and approved by the OWNER.
- G. Designate in writing a person(s) to act as the OWNER's representative with respect to the services to be rendered under this Agreement.
- H. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of developments that affect the scope or timing of the ENGINEER's services.

## SECTION 4 - PERIOD OF SERVICE

- A. The provisions of this Section 4 of this Agreement and the various rates of compensation for the ENGINEER's services provided for elsewhere in this Agreement have been agreed

to in anticipation of the orderly and continuous progress of the work through completion of the construction phase as outlined in Exhibit D, "Schedule of Work".

- B. If the OWNER requests in writing, modifications or changes in the scope of the work, or if the initiation of work and/or contract completion times are changed from those listed in Exhibit D through no fault or negligence of the ENGINEER, the ENGINEER's period of service and his compensation will be subject to renegotiation (either up or down depending on the changes) as mutually agreed upon.
- C. If the ENGINEER fails to perform the work with such diligence as will insure completion within the time specified in Exhibit D, this Agreement shall be terminated by the OWNER in accordance with Section 6.

### **SECTION 5 - INSURANCE**

In carrying out the work herein proposed, the ENGINEER, will maintain, as a minimum, the following insurance coverage:

- A. ENGINEER, will, at its expense carry public liability and contractor's protection liability insurance, each with maximum limits of \$1,000,000/\$1,000,000 for bodily injury and \$1,000,000/\$1,000,000 for property damage, and automobile liability insurance with limits of \$1,000,000/\$1,000,000 for bodily injury and \$1,000,000/\$1,000,000 for property damage, and Workman's Compensation Insurance, and Professional Liability (Errors and Omissions) Policy in the amount of \$500,000.
- B. ENGINEER, shall comply, at its expense, with all applicable provisions of the Workman's Compensation, unemployment compensation, sickness and disability and social security laws, and all other local, state and federal laws or regulations relating to employment.
- C. ENGINEER, shall provide copies of such policies before commencement of work, but this action will not relieve the ENGINEER of his independent obligation to obtain such insurance.

### **SECTION 6 - PAYMENT TO ENGINEER**

- A. Methods of Payment for Services and Expenses of ENGINEER. The OWNER shall pay the ENGINEER for services rendered under this Agreement in accordance with the provisions of Exhibit C, "Compensation for Professional Services".
- B. Notice to Proceed. The ENGINEER shall not proceed with any work until he has received from the OWNER a written Notice to Proceed. The ENGINEER shall commence work immediately upon receipt of the Notice to Proceed.

### **SECTION 7 - TERMINATION/SUSPENSION**

- A. Termination. This Agreement may be terminated in whole or in part at any time at the discretion of the OWNER by giving the ENGINEER written notice by registered or certified mail at least ten (10) days in advance of the termination date. In the event the Agreement is terminated, the ENGINEER shall be compensated for approved costs incurred to the date of termination as well as the percentage of the fixed fee represented by

the percentage of the project completed as of the date of termination. The OWNER shall have no exposure or liability to the ENGINEER beyond the date of termination. All work completed by the ENGINEER as of the date of termination will be delivered to the OWNER within ten (10) working days after termination.

- B. Suspension. Upon 14 calendar day 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 elsewhere in the Agreement. Any suspension shall extend the period of service in a manner satisfactory to both parties.

## **SECTION 8 - OWNERSHIP AND REUSE OF DOCUMENTS**

- A. 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 their files.
- B. Contract Documents prepared or furnished by the 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 the OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaption by the ENGINEER for the specific purpose intended will be at the OWNER'S sole risk and without liability or legal exposure to the ENGINEER, or to the ENGINEER'S independent professional associates or consultants. OWNER shall indemnify and hold harmless the 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. Any such verification or adaption will entitle the ENGINEER to further compensation at rates to be agreed upon by the OWNER and the ENGINEER.

## **SECTION 9 - PERSONNEL AND FACILITIES**

The ENGINEER warrants that he now has or will secure at his own expense, all personnel, equipment and other materials and supplies required to perform the services under this Agreement within the required completion time set forth in Section 4 above. Such personnel shall not be employees of nor have contractual relationship with the OWNER. All personnel assigned to the work shall be fully qualified. The ENGINEER shall provide to the OWNER resumes of all key personnel assigned to the work to be performed under this Agreement.

All subcontractors and personnel to be utilized by the ENGINEER in the performance of the work under this Agreement shall be subject to written approval by the OWNER.

## **SECTION 10 - AUTHORIZED REPRESENTATIVES OF THE ENGINEER**

James S. Stewart, P.E. and/or Robert C. Lunardini, P.E. are authorized to receive direction from the OWNER and to act on behalf of the ENGINEER for this Project.

## **SECTION 11 - ACCOUNTING SYSTEMS**

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.

## **SECTION 12 - CHANGES TO AGREEMENT**

This Agreement contains all the terms, conditions and obligations between the parties and may only be changed, modified or expanded in scope of services or otherwise by formal written amendment duly executed by both parties.

## **SECTION 13 - CONSTRUCTION COST AND 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 method of determining prices, or over competitive bidding or market conditions, his opinion of probable construction cost provided for herein is to be made on the basis of his experience and qualifications and represent the best judgment as an experienced and qualified professional engineer. His opinion of construction cost does not guarantee that proposals, bids or actual project or construction costs will not vary from opinions of probable construction cost prepared by him.

## **SECTION 14 - CONFLICTS OF INTEREST AND CONFIDENTIAL INFORMATION**

14.1 ENGINEER acknowledges that he and his employees will comply with the most recently adopted edition of the Standards of Professional Conduct of the American Society of Civil Engineers. In addition to adhering to the Standards of Professional Conduct, ENGINEER agrees to the following terms in the conduct of its business relationship with OWNER:

- 1) ENGINEER shall not undertake to provide engineering services to a client other than OWNER if the relationship with the other client will be directly adverse to the interests of OWNER, unless ENGINEER first consults with and receives the written authorization of OWNER.
- 2) ENGINEER shall not share or otherwise make use of any information relating to the engineering services provided to OWNER or any information obtained through its relationship with OWNER without the first obtaining the authorization of OWNER. It is the intention of the OWNER that this obligation is ongoing and continues in effect following completion of the project.

14.2 In the event that ENGINEER fails in any of its obligations under Section 14.1, OWNER may take one or more of the following actions to protect its interests:

- 1) Suspend the performance of the agreement until ENGINEER provides assurances that it intends to adhere to the said Standards of Professional Conduct;

- 2) Terminate this Agreement upon giving three days written notice of ENGINEER'S failure to adhere to the terms of Section 14.1;
- 3) Debar ENGINEER from future work for OWNER for a period of not less than 6 months. ENGINEER shall not circumvent debarment by performing such future work as a subconsultant for another ENGINEER.
- 4) Pursue any other remedy available from a court of law or equity, including, but not limited to, injunctive relief or monetary damages.

14.3 ENGINEER shall include in every subcontract identical language to this Section 14 and ENGINEER shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject ENGINEER to the remedies available to OWNER for ENGINEER's failure to adhere to the requirements of this Section.

**SECTION 15 - ACCEPTANCE**

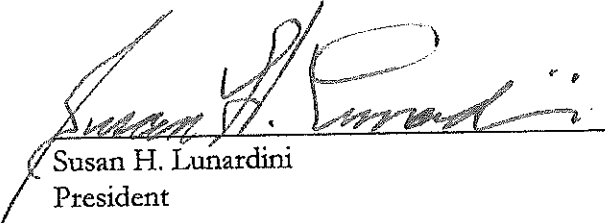
IN WITNESS WHEREOF, the OWNER and the ENGINEER, acting herein by their duly authorized representatives have hereunto set their hands this day and year first above written.

All other provisions of the Contract shall remain in effect during the term of the work.

**MADISON COUNTY  
BOARD OF SUPERVISORS**

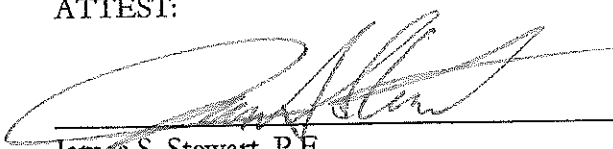
**SOUTHERN CONSULTANTS, INC.**

\_\_\_\_\_  
Trey Baxter, President

  
\_\_\_\_\_  
Susan H. Lunardini  
President

ATTEST:

ATTEST:

  
\_\_\_\_\_  
James S. Stewart, P.E.  
Vice President

**EXHIBIT A**  
**MADISON COUNTY BOARD OF SUPERVISORS**  
**THE WOODLANDS SUBDIVISION**  
**DRAINAGE SYSTEM REHABILITATION**  
  
**PROJECT DESCRIPTION**

The work included in the scope of this Agreement consists of providing Professional Engineering and Technical services in connection with surveys, design and construction phase services for Drainage System Rehabilitation in The Woodlands Subdivision off Kearney Park Road in Madison County. The work shall include all necessary professional services to include but not necessarily limited to:

- Location and necessary topographic field surveys
- Design of rehabilitation work
- Plans and Specifications, including plan/profile sheets
- Estimate of Probable Construction Cost
- Preparation of Contract Documents for Bid
- Participation in Bid Phase, including issuing addenda, attending pre-bid conference, attending bid opening, preparing certified bid tabulation
- Recommendation of award and preparation of Contracts for execution
- Attend Pre-construction conference
- Provide Construction Phase oversight to include review and approval of shop drawings and contractor partial payment estimates
- Provide onsite Construction Observer to oversee construction
- Attend final inspection
- Prepare As-Built Drawings and provide digital copies to the Owner.

The general outline of proposed construction work includes:

- Rehabilitate Existing Storm Sewer Inlets as required
- Install cured in place pipe (CIPP) in all storm sewer piping in the subdivision
- Remove and replace concrete curb and gutter, sidewalk, and asphalt pavement as required
- Refill settled areas in yards and under the streets with borrow excavation and/or flowable fill as required
- Place final asphalt overlay in the entire subdivision



**EXHIBIT B**  
**MADISON COUNTY BOARD OF SUPERVISORS**  
**THE WOODLANDS SUBDIVISION**  
**DRAINAGE SYSTEM REHABILITATION**

**SCOPE OF ENGINEERING SERVICES**

**1.0 DESIGN SERVICES**

- 1.1 The design services will be initiated upon receipt of the Notice to Proceed and shall be completed as follows:
- 1.2 Consult with the OWNER to clarify and define the OWNER's requirements for the Project and review available data.
- 1.3 Make all on-the-site surveys needed for final design. Stake and reference a baseline for the Project and establish bench marks as required.
- 1.4 Provide as necessary and agreed to by OWNER subsurface exploration by a qualified geotechnical consultant to determine soils conditions and parameters for final design.
- 1.5 Prepare plan-profile, platting pertinent topography and ground survey data or, in lieu thereof, add the leading dimensions and supplementary ground survey data to photogrammetric base maps. Establish horizontal and vertical alignment of the facilities and indicate same on the plan/profile sheets.
- 1.6 Locate all telephone, electric power, gas, water, sewer and any other utility lines, including their component structures, from as built record drawings, Mississippi 811, and field surveys. Identify the owner of each utility. Make on-site inspections with the utility companies' representatives as needed.
- 1.7 Prepare plan for maintenance of traffic and property access during construction.
- 1.8 Prepare contract documents and specifications.
- 1.9 Prepare quantity recap and construction cost estimate.
- 1.10 Submit two (2) sets of the above design documents to the OWNER for review and approval.

**2.0 BIDDING PHASE**

- 2.1 Furnish up to a maximum of five (5) copies of the Plans and Contract Documents to the OWNER prior to bidding.

- 2.2 Prepare and issue Contract Documents to prospective bidders, and keep a record of their issuance.
- 2.3 Prepare and issue Addenda (where required and after approval by the OWNER) to each procurer of the Contract Documents.
- 2.4 Provide nonbinding type information on the general scope, unusual conditions and desired sequence of construction as requested by procurers of Contract Documents.
- 2.5 Conduct a pre-bid conference if requested by the OWNER.
- 2.6 Attend the opening and reading of bids. Verify extension and totals, and tabulate bids. Review the bids and make recommendations to the OWNER regarding the award of the contract.
- 2.7 Assist the OWNER in the evaluation of bids and in the preparation of the documents relative to contract award.

3.0 **CONSTRUCTION PHASE SERVICES INCLUDING RESIDENT PROJECT REPRESENTATIVE**

- 3.1 ENGINEER shall conduct a preconstruction conference and review the contractor's proposed plan of work to insure an orderly prosecution of the work, and that the work can be completed on time and in budget.

Make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents and construction schedule. In addition to the periodic visits described herein, the ENGINEER will also provide resident project representatives as specified in Section 4.0 of this exhibit. ENGINEER will not be responsible for the techniques and sequences of construction or the safety precautions incident thereto, unless such techniques and sequences are required by law or specified in the bid documents, and failure to perform the construction work in accordance with the Contract Documents. During such visits and on the basis of these on-site observations as an experienced and qualified design professional, ENGINEER will keep the OWNER informed as to the progress of the work, will endeavor to guard the OWNER against deficiencies in the work of the Contractor, and will notify the OWNER if the observed work fails to conform to the Contract Documents. During construction, the ENGINEER will schedule and conduct monthly progress meetings with the OWNER, the Contractor and any subcontractors at the construction site to discuss progress, project schedules, problems, conflicts and observations of the ENGINEER, Contractor or the OWNER. The monthly progress meeting shall be called by the ENGINEER. The OWNER's designated representative may attend the progress meetings and will be provided with the minutes of all progress meetings. The ENGINEER shall also prepare a construction progress report monthly in a format acceptable to the OWNER. This progress report shall be submitted by the tenth of each month for the preceding months of work and shall accompany the ENGINEER's and Contractor's monthly application for payment.

- 3.2 Establish a benchmark elevation and horizontal control for the CONTRACTOR to utilize in the field layout of the facilities.

- 3.3 Check and approve shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections and other data which the Contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents.
- 3.4 ENGINEER will prepare change orders, if authorized in writing by the OWNER. ENGINEER will act as an initial interpreter of the terms and conditions of the Contract Documents and as the initial judge of the performance thereunder.
- 3.5 The ENGINEER will review the Contractor's application for payment, and supporting data, and determine the amount owing to the Contractor for progress and final payments. Such approvals of payment will constitute a representation to the OWNER, based on such observations and review, that the work has progressed to the point indicated and that, to the best of ENGINEER's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents, and any qualifications stated in ENGINEER's review of the Contractor's application for payment.
- 3.6 Conduct, in company with the OWNER, a final inspection of the Project for conformance with the design concept of the Project and compliance with the information given by the Contract Documents, assemble Project closeout documents and recommend approval in writing of final payment to the Contractor.

#### 4.0 RESIDENT PROJECT SERVICE

- 4.1 One or more full-time Resident Project Representatives will be furnished and directed by ENGINEER to supplement the periodic visits to the construction site as specified in Section 3.0 of this exhibit.
- 4.2 The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth below:

##### 4.2.1 General

The Resident Project Representative is ENGINEER's agent and shall act under the supervision and direction of the ENGINEER. He shall confer with ENGINEER regarding his actions and shall generally communicate with the OWNER only through ENGINEER.

##### 4.2.2 Duties and Responsibilities

The Resident Project Representative shall:

- (1) Schedule: Review the construction schedule prepared by the Contractor for compliance with the Contract and give written advice to ENGINEER concerning its acceptability.
- (2) Conference: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with ENGINEER and notify those expected to attend in advance. Maintain and circulate copies of records of meetings.
- (3) Liaison:

- a. Serve as ENGINEER's liaison with Contractor working principally through the Contractor's field superintendent.
  - b. Assist the Contractor in the Contractor's dealing with the various local agencies having jurisdiction over the Project in order to complete service connections to public utilities and facilities.
  - c. Assist ENGINEER in obtaining from the OWNER additional details or information when required at the job site for proper execution of the work.
- (4) Approvals: When required, assist ENGINEER in obtaining from the Contractor a list of his proposed suppliers and subcontractors.
- (5) Samples: Assist ENGINEER in obtaining field samples of materials delivered to the site that are required to be furnished and keep record of actions taken by ENGINEER.
- (6) Shop Drawings:
- a. Receive approved shop drawings and other submissions from ENGINEER; record data received; maintain a file of the drawings and submissions.
  - b. Alert the Contractor's field superintendent when the Resident Project Representative observes materials or equipment being installed before approval of shop drawings or samples, where such are required, and advise ENGINEER when the Resident Project Representative believes it necessary to disapprove work as failing to conform to the Contract Documents.
- (7) Review of Work, Inspection and Tests:
- a. Conduct on-site observations of the work in progress to assist ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents.
  - b. Verify that tests, which are required by the Contract Documents, are conducted and that the Contractor maintains adequate records thereof; observe, record, and report to ENGINEER appropriate details related to the test procedures and start-ups.
  - c. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project. Record the outcome of these inspections and report to ENGINEER.
- (8) Interpretation of Contract Documents:
- Transmit to the Contractor ENGINEER's interpretations of the Contract Documents.
- (9) Modifications: Consider and evaluate the Contractor's suggestions for modifications to drawings or specifications and report them with recommendations to ENGINEER.

(10) Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents including all addenda, change orders and additional drawings issued subsequent to the award of the contract, ENGINEER's interpretations of the Contract Documents, progress reports and other Project related documents.
- b. Keep a diary or log book, recording hours on the job site, weather conditions, list of visiting officials, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing procedures.
- c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major material suppliers.
- d. Maintain a set of drawings on which changes authorized by the ENGINEER are noted and deliver to ENGINEER at the completion of the Project.

(11) Reports:

- a. Furnish to ENGINEER periodic reports, as required, of progress of the Project and the Contractor's compliance with the approved construction schedule.
- b. Consult with ENGINEER in advance of scheduled major tests or start of important phases of the Project.

(12) Payment Requisition: Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to ENGINEER, noting particularly their relation to the work completed, and materials and equipment delivered at the site.

(13) Guarantees, Certificates, Maintenance and Operation Manuals: During the course of the work, assemble Guarantees, Certificates, Maintenance Operation manuals and other required data to be furnished by the Contractor and, upon acceptance of the Project, deliver this material to ENGINEER for approval and forwarding to the OWNER.

(14) Completion:

- a. Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
- b. Conduct final inspection in the company of ENGINEER and the OWNER. Prepare a final list of items to be corrected and submit this list to the Contractor.
- c. Verify that all items on final list have been corrected and make recommendations to ENGINEER concerning acceptance.

#### 4.2.3 Limitations of Authority

Except upon written instructions of ENGINEER, in a format agreed upon by the Resident Project Representative and the ENGINEER, the Resident Project Representative:

- (1) Shall not authorize any deviation from the Contract Documents.
- (2) Shall not undertake any of the responsibilities of the Contractor, the subcontractors or the Contractor's field superintendent.
- (3) Shall not expedite the work for the Contractor.
- (4) Shall not advise on or issue directions relative to any aspect of the construction ways, means, methods, techniques or sequences unless a specific technique or sequence is called for in the Contract Documents.
- (5) Shall not advise on or issue directions as to safety precautions and programs in connection with the work unless required to do so by the contract documents and specifications, or by Federal, State or Local laws.
- (6) Shall not authorize the OWNER to occupy the Project in whole or in part prior to final acceptance of the work.
- (7) Shall not participate in specialized field or laboratory tests.

4.3 Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the ENGINEER will endeavor to provide further protection for the OWNER against defects and deficiencies in the work, but the furnishing of such resident project representation shall not make ENGINEER responsible for the Contractor's failure to perform the construction work in accordance with the Contract Documents.

## 5.0 PREPARATION OF RECORD DRAWINGS

For the purposes of this Agreement, Record Drawings are defined as revisions to the original Contract Drawings indicating the changes to the original Drawings, which reflect field changes, change orders and other changes, which occur during construction of the facilities. The Contractor(s) through the Resident Project Representative shall provide the information required to prepare the Record Drawings to ENGINEER. Record Drawings as defined herein shall not mean producing any form of drawing which combines information from different construction contracts or otherwise producing drawings other than revisions to the original Contract Drawings as described herein. After noting the construction changes and field conditions on the Drawings, ENGINEER will provide one copy of the Record Drawings plus a digital pdf version on CD or jump drive.

## 6.0 REPORTING

6.1 The ENGINEER shall submit a progress report by the tenth of each month. The progress report shall include, but not be limited to a summary of the work tasks completed the previous month, a discussion of any major problems encountered and the status of resolution of same, and a discussion of tasks to be accomplished during the upcoming month. The progress report shall be submitted with the ENGINEER's invoice for services. The OWNER shall establish the format for the progress report.

**EXHIBIT C**  
**MADISON COUNTY BOARD OF SUPERVISORS**  
**THE WOODLANDS SUBDIVISION**  
**DRAINAGE SYSTEM REHABILITATION**  
**COMPENSATION FOR PROFESSIONAL SERVICES**

**SECTION 1 - BASIS OF COMPENSATION**

- 1.0 Compensation as provided herein shall only be for services rendered in conjunction with the approved project as listed in this Agreement, including exhibits. All services not specified in this Agreement and referenced exhibits shall be considered to be Additional Services.
- 1.2 OWNER will pay ENGINEER for Additional Services not outlined in this Agreement only when these Additional Services are authorized in writing by the OWNER and after a written amendment to the Agreement has been executed by both parties.
- 1.3 In consideration for providing all Design Phase professional engineering services as set forth in this Agreement, the OWNER shall reimburse the ENGINEER for all allowable and allocable costs for items as outlined in this Exhibit. These costs incurred in the performance of these Services shall not exceed the amount of **\$104,000.00** without formally amending this Agreement prior to incurring additional costs. The above not-to-exceed cost does not include costs for property surveys, permits, or any geotechnical services.

Payments shall be made as follows:

1.	Preliminary Surveys	\$ 8,000.00
2.	Design and Bid Phase	\$52,000.00
3.	Construction Phase	<u>\$44,000.00</u>
	Total Estimated Fees	<b>\$104,000.00</b>

- 1.4 It is mandated that the total allowable, allocable and eligible costs to the OWNER for the services to be provided by the ENGINEER shall not exceed the not-to-exceed amount as set forth in Paragraph 1.3 above and the ENGINEER shall perform the specified services and all obligations under this Agreement within such not-to-exceed amount.
- 1.5 Times of Payments:
- 1.5.1 The ENGINEER shall submit invoices monthly for services rendered the preceding month and for eligible reimbursable expenses incurred. The amount of each invoice shall be based upon costs incurred.
- 1.5.2 The OWNER will make payments within 45 days after receipt and approval of the ENGINEER's invoices. If the ENGINEER's invoices are correct and acceptable to

the OWNER, the OWNER will approve the ENGINEER's invoices within 21 days after receipt by the OWNER.

## **SECTION 2 - CHANGES**

The ENGINEER and OWNER acknowledge that the not-to-exceed amount limit contained in Paragraph 1.3 above have been negotiated and established based upon the project schedule and scope outlined within this Agreement. For Additional Services or if the scope of services are changed at the OWNER's written direction through no fault of the ENGINEER or in the event that performance of the services under this Agreement is delayed for reasons beyond the control of the ENGINEER and such delay causes an increase in the ENGINEER's cost, additional satisfactory compensation may be agreed upon between the OWNER and ENGINEER. Delays caused by failure of the ENGINEER to perform the services delineated in this Agreement shall result in termination of this Agreement by the OWNER.

## **SECTION 3 - PAYMENT FOR ADDITIONAL SERVICES**

For Additional Services as authorized by the OWNER and all changes in scope authorized in writing by the OWNER as described in Section 2 of this Exhibit, the OWNER shall pay the ENGINEER's costs, including direct labor costs, indirect costs and profit. An Amendment to this Agreement shall be prepared and executed which describe the authorized services and the revised not-to-exceed amount to be paid to the ENGINEER for the services to be provided under this Agreement.

## **SECTION 4 - PAYMENT TO ENGINEER FOR SUBCONSULTANT(S)**

The ENGINEER may select a consultant to provide special services (i.e. geotechnical; environmental, structural) during design. The consultant(s) will be subject to the approval of the OWNER. The ENGINEER shall be reimbursed for all special consultant fees unless shown as a pass-through cost.



**EXHIBIT D**  
**MADISON COUNTY BOARD OF SUPERVISORS**  
**THE WOODLANDS SUBDIVISION**  
**DRAINAGE SYSTEM REHABILITATION**  
  
**SCHEDULE OF WORK**

The Schedule of Work for the services included in this Agreement is as follows:

<b><u>Task</u></b>	<b><u>Time from Notice to Proceed</u></b>
50% Design Documents Ready	8 Weeks
100% Design Documents Ready	10 Weeks
100% Design, Plans and Specifications, Approved by County	12 Weeks
Bidding/Contract Award:	18 Weeks
Construction:	36 Weeks