

Professional Services Agreement

This Professional Services Agreement ("Agreement") is made and entered into on this _____ day of _____, 2026 by and among *FC&E Engineering, LLC*, a Mississippi company hereinafter referred to as "*FC&E*", and the City of Vicksburg hereinafter referred to as "Vicksburg" or "Client".

RECITALS

Client desires *FC&E* to perform and *FC&E* desires to perform the Services in accordance with the terms and conditions set forth herein;

Therefore, in consideration of the mutual covenants herein contained the parties agree as follows:

1. Definitions.

As used in this Agreement the following terms shall have the meanings hereinafter set forth:

- A. "**Agreement**" means this document together with all documents attached hereto. The documents are intended to be construed consistently and as a whole and anything that is required by one document shall be deemed to be required by all.
- B. "**Fee Schedule**" means the schedule of *FC&E* charges for professional services and reimbursable expenses attached hereto as part of the Work Order or otherwise incorporated herein on an annual basis.
- C. "**Services**" means those services to be performed by *FC&E* pursuant to the terms and conditions of this Agreement.
- D. "**Site**" means the site upon which Services are to be performed as designated in the Work Order.
- E. "**Work Order**" means a document, which may be in the form of Exhibit A hereto that defines the specific Services to be performed by *FC&E* and work schedules and other details of the Services to be provided by *FC&E*.
- F. "**Change Order**" means a document, which may be in the form of Exhibit B hereto, that defines scope, schedule and price adjustments to an approved Work Order.

2. **Services to be Performed.**

Unless waived by *FC&E*, all Services performed under this Agreement shall be determined by a Work Order. *FC&E*, as an independent contractor, shall furnish all necessary supervision, labor, materials and equipment and shall perform the Services as defined in each Work Order. A Work Order, when accepted by *FC&E* and Client shall be binding upon the parties hereto and shall be deemed to incorporate all the terms and conditions of this Agreement. No change in a Work Order shall be effective unless set out in writing and agreed to by *FC&E* and Client. Simple adjustments in the scope of services, project schedule, and project price may be made by Change Order, to be signed by *FC&E* and Client.

FC&E shall develop the conceptual and preliminary design engineering services associated with the Client's receipt of funding from the Military Base Defense Funds.

3. **Payment for Services.**

Client agrees to retain *FC&E* for the services listed in each executed Work Order. Client shall pay to *FC&E* as compensation for the Services the amounts determined in accordance with the applicable Work Order. Unless otherwise specified in the Work Order, *FC&E* shall be entitled to invoice Client for Services monthly. Client shall pay the full amount due and payable on all invoices upon receipt, but no later than 45 days from the date on the invoice. Failure to pay any invoice in full within 45 days of the date on the invoice shall entitle *FC&E* to suspend all Services. All suspensions shall extend any pending Service Agreement or Work Order deadline by the number of days in which the Services were suspended for failure to pay. If Client breaches this Agreement, directs *FC&E* to suspend or terminate its services or if *FC&E* is entitled to suspend its performance for 30 days or more pursuant to this section, *FC&E* shall have the right to terminate all of its further obligations pursuant to this Agreement. *FC&E* shall be entitled to compensation for all Services performed up to the date of termination. Clients shall pay interest calculated at the rate of 1.5% per month (or, if less, the maximum allowed by law) on all unpaid portions of any invoice, said interest beginning to accrue on the 45th day following the date on the invoice.

To the fullest extent permitted by law, Client agrees to pay all attorney fees, court costs and expenses incurred by *FC&E* in the collection from Client of any amount due to *FC&E*.

4. **Indemnification.** To the fullest extent permitted by law, *FC&E* and Client shall indemnify and hold each other and their principals, members, officers and employees harmless from and against any and all liabilities, losses, damages, costs and expenses which either *FC&E* or Client and their principals, members, officers and employees may hereafter suffer in connection with any claim, action, right of action (at law or in equity) because of any injury (including death) or damage to person or property which arises directly from any negligent acts, errors or omissions on the part of the other party.

5. **Responsibilities of Client**

Prior to the commencement of the Services, and thereafter, Client shall notify *FC&E* of any potential or possible health or safety hazard or condition existing on or near the Site upon which the Services are to be or are being performed by *FC&E* or its agents, employees or subcontractors, with particular reference to hazardous substances or conditions. If hazardous substances or conditions are discovered during the performance of the Services that are different in type, amount or concentration from those disclosed to *FC&E* prior to commencement of the service; then, upon notification, Client and *FC&E* shall seek to determine the equitable adjustment (if any) to be made to the Work Order.

Client shall correctly show, on plans to be furnished to *FC&E*, the location of subsurface structures, such as pipes, tanks, cables and utilities. If the Services require *FC&E* to investigate the location of such underground structures, then, consistent with the agreed upon scope of such investigation, *FC&E* shall be obligated to perform the investigation in accordance with reasonable standard of care. *FC&E* shall not be responsible for damage to underground structures which occurs despite the use of due care. Client has or shall obtain all necessary authority to use the Site to perform the Services and shall cooperate with *FC&E* to obtain all permits, licenses and approvals required by *FC&E* to perform the Services.

Client shall provide *FC&E*, in writing, all criteria, design and construction standards and all other information relating to Client's requirements for the Services. Client shall give *FC&E* prompt written notice of any suspected deficiency in the Services. Client, with reasonable promptness, shall provide required approvals and decisions to facilitate *FC&E* performance of the Services.

6. Insurance.

FC&E shall maintain for the term of this Agreement insurance policies covering:

- A. Worker's compensation in amounts required by law.
- B. Comprehensive general insurance in the total amount of \$1,000,000 for each occurrence and \$2,000,000 in aggregate; and
- C. Pollution professional liability insurance in the amount of \$1,000,000 for each claim and \$2,000,000 in aggregate.

7. Materials and Equipment Handling and Retention.

- A. In the event that Client desires to dispose of materials found on the Site, unless covered in a Work Order, such materials will be disposed of, at Client's expense, to a location selected by Client for final disposal. If a manifest is required for such disposal, such manifest shall be signed by Client.

- B. In the event that materials on the Site, including, but not limited to, sample cuttings and borings, contain substances or constituents hazardous or detrimental to human health, safety or the environment, as defined by federal, state or local statutes, regulations or ordinances, such materials shall remain the property of Client. Unless covered by a Work Order, Client will, using a manifest signed by Client as generator, have such materials transported to a location for disposal selected by Client for final disposal. Client recognizes and agrees that at no time will *FC&E* assume title of said materials.

8. Force Majeure.

FC&E shall not be liable for failure to perform its obligations hereunder if and to the extent that such failure to perform is caused by or results from causes beyond its control, including, without limitation, strikes, lockouts or other industrial disturbances; civil disturbances; fires; acts of God; acts of a public enemy.

9. Confidentiality.

Unless required by law, *FC&E* shall have the right to use for internal purposes only, but shall not disclose, the substance of any report, test or recommendation that it gives to Client or any map, data, report or other proprietary information provided by Client to *FC&E*. Any nondisclosure agreement signed between Client and *FC&E* will take precedence and be in addition to this Agreement for this paragraph only.

10. Compliance with Law.

FC&E, in performing the Services, shall comply with and shall use its best efforts to cause its subcontractors to comply with all applicable statutes, regulations and lawful orders of governmental authorities or agencies.

Certain governmental entities have mandatory contaminant reporting requirements which may apply to *FC&E* and Client. Both parties shall cooperate with one another in complying with such laws.

11. Notices and Contacts.

Any notice to be given to either party hereunder shall be given by mailing the same by First Class U. S. Mail, postage prepaid, to:

Client:

City of Vicksburg
Mayor Willis Thompson
1401 Walnut Street
Vicksburg, MS 39180
Phone: 601-631-3718
E: mayorwillisthompson@vicksburg.org

FC&E:

FC&E Engineering, LLC
P.O. Box 1774
Brandon, Mississippi 39043
Ken L. Faulkner, P.E.
O: 601 824-1860
C: 601 259-2517

12. Subcontracts.

Upon prior written approval by Client, *FC&E* may subcontract all or any part of the Services.

13. Entire Agreement.

This Agreement constitutes the entire agreement between the parties with respect to the Services and supersedes all prior negotiations, representations and agreements relating thereto, except to the extent that they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes alterations or modifications of this Agreement shall be effective unless in writing executed by Client and *FC&E*. This agreement is for the benefit of Client and *FC&E*, and no other party shall have any rights hereunder. In the event that any conflict arises between this Agreement and any Work Order or any other agreement between *FC&E* and Client, the terms of the Agreement shall govern.

14. Governing Law.

This agreement and the legal relations of the parties shall be governed by the laws of the State of Mississippi applicable to agreements negotiated, executed, delivered and fully performed in such State.

16. Forum Selection.

To the extent any dispute arising from this Agreement or any Work Order is not bound by arbitration, all such disputes shall be adjudicated in the County, Chancery, or Circuit Court of Warren County, Mississippi.

17. Counterparts.

This Agreement may be signed in two or more counterparts, each of which shall be treated as an original but which, when taken together, shall constitute one and the same instrument.

18. Captions.

Headings of particular paragraphs are inserted only for convenience and are in no way to be construed as a part of this Agreement or as a limitation on the scope of the paragraphs to which they refer.

19. Severability.

The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder hereof.

20. Waiver.

- A. No waiver of the terms, conditions or covenants of this Agreement shall be binding and effective unless the same shall be in writing signed by Client and FC&E.
- B. A waiver of any breach of the terms, conditions or covenants of this Agreement shall be for that one time only and shall not apply to any subsequent breach.

Witness our hands and seals this the _____ day of _____, 2026.

FC&E Engineering, LLC

CLIENT: City of Vicksburg

BY: Richard Harrell, P.E. (Name)

BY: Willis Thompson (Name)



(Signature)

(Signature)

TITLE: Principal Engineer

TITLE: Mayor

DATE: 02/24/2026

DATE: _____

EXHIBIT A

Work Order No. 001

Pursuant to Professional Services Agreement Dated _____

Work Order No. 001 (Page 1 of)

Client: City of Vicksburg

Site/Project: Vicksburg MS Water Supply Improvements to support ERDC

Pursuant to the terms and conditions of the Professional Services Agreement dated _____, between *FC&E*, and Vicksburg, including all Exhibits, which is incorporated herein by reference, *FC&E*, shall perform the Services described below:

1. Scope of work:

Task 1: Elevated Storage Tank: evaluation, criteria for domestic usage, fire demand, and critical infrastructure, analyze opportunities for an elevated tank within the City’s water system, with valving in place for isolation from City system to support ERDC during emergency conditions, evaluate tank heights and performance characteristics on ERDC campus and general tank location area, develop 50% set of design documents to include elevated tank, associated tank details, site layout, site improvements, and associated piping necessary for optimum performance, preparation of technical specifications and MSDH correspondence and approval. The engineering costs for this task shall not exceed \$180,000.00.

Task 2: Water Distribution Upgrades: prepare design drawings for water distribution piping to connect elevated tank with existing ERDC water system, prepare design drawings for water distribution piping to add connections to main ERDC campus for increased resiliency, hydraulic modeling for verification of pipe diameters and routing to meet facility demand requirements, preparation of technical specifications, and MSDH correspondence and approval. The engineering costs for this task shall not exceed \$75,000.00.

2. Project Period: CY2026

3. Work Order Estimated Project Cost: \$255,000.00

4. Special Conditions: _____

FC&E Engineering, LLC:

BY: Richard Harrell, P.E. (Name)



(Signature)

TITLE: Director of Operations

DATE: 02/24/2026

CLIENT: City of Vicksburg _____

BY: Willis Thompson (Name)

(Signature)

TITLE: Mayor

DATE: _____

EXHIBIT B

Change Order

Pursuant to
Professional Services Agreement

Dated _____, 2021
Work Order No. _____ (Page _____ of _____)

Job No: _____

Client: _____

Site: _____

The following changes are hereby made to the contract documents:

Change to scope of work: _____

Change to Contract Price: _____

Original Contract Price: _____

Current Contract Price as adjusted by previous change order: _____

The Contract Price due to this change order will be increased by: _____

Price due to this change order will be increased by: _____

The new Contract Price due to this change order will be: _____

Change to Contract Time: _____

The Contract Time will be (increased)(decreased) by _____ calendar days.

The Date for completion of all work under the contract will be: _____

FC&E Engineering, LLC

CLIENT: _____

BY: _____ (Name)

BY: _____ (Name)

(Signature)

(Signature)

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____