



April 21, 2026

*Joshua Burris 05-05-26*

Mr. Josh Burris  
City of Vicksburg  
1401 Walnut Street  
Vicksburg, MS 39180

**RE: Task Order 9– Water Treatment Plant Emergency Response Plan**

Allen & Hoshall [A&H] (Engineer) is pleased to submit this Task Order as part of our Utilities General Agreement from September 22, 2023. Our understanding is the City of Vicksburg is required to update the Water Treatment Plant Emergency Response Plan as designated by the America’s Water Infrastructure Act (AWIA).

Scope of Services

Allen & Hoshall will update the Water Treatment Plant Emergency Response Plan as required by the America’s Water Infrastructure Act (AWIA).

PROPOSED FEES AND AGREEMENT

Allen & Hoshall proposes to provide the services described herein for a lump sum fee according to the following schedule:

Discipline	Amount
Emergency Response Plan Update	<b>Total Lump Sum Fee = \$20,000</b>

The lump sum fees quoted above includes normal direct expenses such as travel, postage, shipping and printing.

Allen & Hoshall will bill monthly for services according to the attached terms and conditions. Payment in full is due within 30 days of invoice date.

Allen & Hoshall appreciates the opportunity to provide engineering services for your project.



Please contact us if you have questions or require additional information concerning this proposal.

Sincerely,

ALLEN & HOSHALL

Edwin K. Dedeaux, PE  
Principal

601-214-6000 cell

ededeaux@allenhoshall.com

ACCEPTANCE OF PROPOSAL

I/We understand and accept the scope of services and payment terms as detailed in the terms and conditions. I/We authorize Allen & Hoshall, Inc. to begin services immediately.

\_\_\_\_\_  
Owner Authorized Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Printed Name, Title



## ALLEN & HOSHALL, INC. GENERAL TERMS OF AGREEMENT BETWEEN CLIENT AND ENGINEER

### 1. RESPONSIBILITIES OF ENGINEER

The ENGINEER's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The ENGINEER's schedule for the performance of the ENGINEER's services may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Owner's or Client's review and for approval of submissions by authorities having jurisdiction over the Project.

The ENGINEER shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. The ENGINEER shall not be responsible for the Contractor's schedules or failure to carry out the Work according to the Contract Documents. The ENGINEER shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

Recognizing the relative risks and benefits of the Project to both the Client and the ENGINEER, the risks have been allocated.

### 2. RESPONSIBILITY FOR CONSTRUCTION COST

Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the ENGINEER, represent the ENGINEER's best judgment as a design professional familiar with the construction industry. Neither the ENGINEER nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the ENGINEER does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the ENGINEER. No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by both parties.

### 3. TIME

Client and anyone claiming by or through Client shall give ENGINEER written notice of any loss, damage, or claim arising out of or relating to this agreement no later than seven (7) calendar days after such loss, damage or claim arises or the party knows or should know that the loss, damage or claim will arise. The ENGINEER shall be given prompt access to all information necessary to fully investigate such loss, damage or claim. Causes of action against the ENGINEER pertaining to any loss, damage or

claim, whether due to acts or failures to act, shall be deemed to have accrued, and the applicable statute of limitations and statute of repose shall commence to run, not later than either the date of substantial completion for acts or failures to act occurring prior to substantial completion, or the date of issuance of the final certificate of payment (or the date of last ENGINEER invoice if there is no such certificate) for acts or failures to act occurring after substantial completion. In no event shall any statute of limitations or statute of repose commence to run any later than the date when the ENGINEER's services at issue are substantially completed.

### 4. PAYMENTS TO THE ENGINEER

Payments on account of the ENGINEER's Services and for Reimbursable Expenses shall be made monthly upon presentation of the ENGINEER's statement of services rendered or expenses incurred. Payments not received by the ENGINEER within 45 days of invoice date will accrue service charges at 1% per month.

### 5. TERMINATION, SUSPENSION OR ABANDONMENT

This Agreement may be terminated by either party upon not less than 7 days' written notice should the other party fail substantially to perform according to the terms of this Agreement through no fault of the party initiating termination. If the Project is suspended by the Client for more than 30 consecutive days, the ENGINEER shall be compensated for services performed before notice of suspension. When the Project is resumed, the ENGINEER's compensation shall be equitably adjusted.

This Agreement may be terminated by the Client upon not less than 7 days' written notice to the ENGINEER if the Project is permanently abandoned. If the Project is abandoned by the Client for more than 90 consecutive days, the ENGINEER may terminate this Agreement by giving written notice. Failure of the Client to make payments to the ENGINEER according to this Agreement shall be considered substantial nonperformance and cause for termination. If the Client fails to pay the ENGINEER for services and expenses when due, the ENGINEER may upon 7 days' written notice to the Client, suspend performance of services under this Agreement. Unless the ENGINEER receives full payment within 7 days of the date of the notice, the suspension shall take effect without further notice. If services are suspended, the ENGINEER shall have no liability to the Client for delay or damage caused the Client because of suspension of services. If termination is not the fault of the ENGINEER, the ENGINEER shall be compensated for services performed before termination, together with Reimbursable Expenses then due and equitable Termination Expenses. Termination Expenses are in addition to compensation for Basic and Additional Services, and include expenses that are directly attributable to termination.



## 6. OWNERSHIP OF DOCUMENTS

It is understood by and between the parties that all drawings, specifications and other work product of the ENGINEER for this project shall remain the property of the ENGINEER, and are his instruments of service for the project only and shall apply only to this particular property and any reuse of any instruments of service of the ENGINEER by the Client for extensions of this project or for any other project without the written permission of the ENGINEER shall be at the Client's risk and the Client agrees to hold harmless, indemnify, and defend the ENGINEER from all claims, damages, and expenses, including attorney's fees, arising out of reuse of the ENGINEER's instruments of service by the Client or others acting through or on behalf of the Client. Any reuse or adaptation of the ENGINEER's instruments of service on

other projects shall entitle the ENGINEER to additional compensation by the Client.

## 7. EXECUTION OF AGREEMENT

Execution of this Agreement is completed by a principal representative of the Owner, having responsibility and duties within the Owner's company to sign and discharge responsibility for financial and liability matters, signing and dating the front page of this Agreement under the heading "Accepted For:" Further, Upon the date of the receipt of a copy of the signed Agreement (PDF), the Agreement is constituted as Executed. If this Agreement is not Executed within 90 days of the date at the top of this proposal agreement, the proposed agreement is null and void.