

**AGREEMENT BETWEEN
OWNER AND ALLEN & HOSHALL
FOR
PROFESSIONAL MAPPING SERVICES YEAR 3**

This is an Agreement made as of _____ 2017 between The Board of Mayor and Aldermen of the City of Vicksburg, Mississippi ("Owner") and ALLEN & HOSHALL, ENGINEERS ARCHITECTS PLANNERS ("Allen & Hoshall").

Owner intends to update its computer based mapping system to meet the requirements set forth in the EPA Order on Consent. In consultation with Owner, Allen & Hoshall will verify and update the existing maps that the City currently maintains that show the locations, pipe sizes and other pertinent parameters of its Sanitary Sewer System. It is anticipated that Allen & Hoshall will update the existing maps over a 10 year period as information is observed and measured by Sewer Assessment Contractor(s) hired by the City during the City's ongoing Continuing Sewer Assessment Program, also anticipated to last for 10 years. The updates of the maps will include cataloging and numbering the various manholes, gravity sewer lines, pump stations, force mains and other appurtenance by sewer basin. Allen & Hoshall will update the maps utilizing the same mapping software currently utilized by the City and will furnish the City the updated maps of the system. This contract is for Year 3 Mapping Services.

SECTION 1 - BASIC SERVICES OF ALLEN & HOSHALL

- 1.1 After authorization to proceed, Allen & Hoshall will perform the following professional services:
 - 1.1.1 Consult with Owner to clarify their requirements for the Assignment and review available data;
 - 1.1.2 Advise Owner as to the need of their providing special services and data required in connection with the Assignment and assist him in obtaining such data and services.

SECTION 2 – CONTINUING SEWER ASSESSMENT MAPPING PHASE

- 2.1 After authorization to proceed, Allen & Hoshall will perform the following professional services:
 - 2.2 Utilize ArchGIS to import existing utility maps provide by the owner;
 - 2.2.1 Update GIS system to reflect data obtained during the assessments phase.
 - 2.2.1.1 Link all data received from the contractor into a single database.
 - 2.2.1.2 Name all known structures.

SECTION 3 - ADDITIONAL SERVICES

- 3.1 If authorized by Owner, Additional Services related to the Assignment will be performed by Allen & Hoshall for an additional professional fee.

SECTION 4 - OWNER'S RESPONSIBILITIES

Owner will do the following, at Owner's expense and in a timely manner so as to permit Allen & Hoshall's services to proceed expeditiously:

4.1 Provide all criteria and full information on Owner's requirements for the Assignment and designate in writing a person with authority to act on his behalf on all matters concerning the Assignment; and

4.2 Furnish to Allen & Hoshall all existing studies, reports and other available data pertinent to the Assignment; obtain or authorize Allen & Hoshall to obtain or provide additional reports and data as required; furnish to Allen & Hoshall services of others required for the performance of Allen & Hoshall's services (Allen & Hoshall will be entitled to use and rely upon all such information and services provided by Owner or others in performing Allen & Hoshall's services under this Agreement).

SECTION 5 - PERIOD OF SERVICE

5.1 Allen & Hoshall's Continuing Sewer Assessment Mapping Year 3 Phase will be performed and the updated mapping data submitted before April 1, 2018 after written authorization to proceed based on the existing Continuing Sewer Assessment Program.

5.2 Allen & Hoshall's Additional Services will be performed and completed within the time period agreed to by the parties at the time such services are authorized.

5.3 All time periods for completion of services of the Allen & Hoshall are subject to delay from causes beyond the reasonable control of Allen & Hoshall.

SECTION 6 - PAYMENTS TO ALLEN & HOSHALL

6.1 Methods of Payment for Services of Allen & Hoshall.

6.1.1 For Mapping Services CSAP Year 3. Owner shall pay Allen & Hoshall a fee calculated on the basis of Allen & Hoshall's hourly rates shown in Exhibit 1 multiplied by hours worked plus reimbursable expenses. The hourly rates shown in Exhibit 1 shall be subject to reasonable revision on an annual basis. The hourly rates include all supplies, equipment and incidentals normally consumed by each individual in the performance of his work. It is estimated that the fee for Preliminary Phase Services will not exceed \$70,000.00. Allen & Hoshall will not exceed this amount unless authorized by the City.

6.1.3 For Additional Services. Owner will pay Allen & Hoshall for all Additional Services rendered under Section 2 on the basis agreed to in writing by the parties at the time such services are authorized.

6.1.4 Reimbursable Expenses. In addition to the payments provided for in paragraphs 6.1.1, Owner will pay Allen & Hoshall the actual costs of all Reimbursable Expenses incurred in connection with Basic Services and Additional Services.

6.1.4.1 Reimbursable Expenses mean the actual expenses incurred by Allen & Hoshall or Allen & Hoshall's independent professional associates or consultants directly or indirectly in connection with the Assignment, such as expenses for: transportation and subsistence incidental thereto; toll telephone calls and telegrams; reproduction of reports, mapping software, and similar Project-related items in addition to those required under Section 1.

6.1.5 Allen & Hoshall will submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. All statements will be payable by Owner monthly, upon receipt.

6.1.6 Allen & Hoshall's above charges are on the basis of prompt payment of bills rendered and continuous progress of the work on the Assignment until submission of the Report.

6.1.7 Other Provisions Concerning Payments. (a) If Owner fails to make any payment due Allen & Hoshall for services and expenses within thirty days after receipt of Allen & Hoshall's statement therefor, Allen & Hoshall may, after giving seven days' written notice to Owner, suspend services under this Agreement until all amounts due for services, expenses and charges have been paid; and (b) If payment is not received by Allen & Hoshall within the said 30-day period, the Owner will pay to Allen & Hoshall a late charge of one percent (1%) per month calculated on the unpaid amount from the date of the invoice until paid.

SECTION 7 - COST CONTROL

7.1 Opinions of probable construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by Allen & Hoshall hereunder will be made on the basis of Allen & Hoshall's experience and qualifications and represent its best judgment as an experienced and qualified design professional. It is recognized, however, that Allen & Hoshall does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any utilitarian evaluation of any facility to be constructed or work to be performed on the basis of the Report must of necessity be speculative until completion of its detailed design. Accordingly, Allen & Hoshall does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by it to Owner hereunder.

SECTION 8 - GENERAL CONSIDERATIONS

8.1 Allen & Hoshall will retain an ownership and property interest in all documents prepared or furnished by Allen & Hoshall and independent professional associates and consultants pursuant to this Agreement. Such documents are not intended or represented to be suitable for reuse by Owner or others. Any reuse without written verification or adaptation by Allen & Hoshall for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Allen & Hoshall, and Owner will indemnify and hold harmless Allen & Hoshall from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Allen & Hoshall to further compensation at rates to be agreed upon by Owner and Allen & Hoshall.

8.2 Either party may terminate this contract for convenience with sixty (60) days written notice to the other party. In the event of any termination, Allen & Hoshall will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.

8.3 This Agreement will be binding upon and inure to the benefit of Owner and Allen & Hoshall and their respective successors and permitted assigns. Neither party will have the right to assign any right, duty or interest hereunder without the written consent of the other party. Nothing under this Agreement will be construed to give any rights or benefits in this Agreement to anyone other than Owner and Allen & Hoshall, and their respective successors and permitted assigns.

8.4 This Agreement constitutes the entire Agreement between Owner and Allen & Hoshall and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented or modified only by a written instrument signed by both parties.

8.5 Severability. If any provision of this Agreement or any part thereof will be determined to be invalid or unenforceable for any reason, the remaining provisions of this Agreement will be enforceable and enforced as if such invalid or unenforceable provision or part had not been included.

8.6 This Agreement is to be governed by and construed in accordance with the law of the State of Mississippi.

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

THE BOARD OF MAYOR AND ALDERMAN
OF THE CITY OF VICKSBURG, MISSISSIPPI

ALLEN & HOSHALL

By: _____

By: _____

Title: _____

Title: President

License: 17833

Address for giving Notices:

P.O. Drawer 150
Vicksburg, MS 39180

Address for giving Notices:

713 South Pear Orchard Road, Suite 100
Ridgeland, MS 39157

EXHIBIT 1
ALLEN & HOSHALL
2017 HOURLY RATES

<u>DESCRIPTION</u>	<u>HOURLY RATES</u>
Principal	\$185.00
Project Manager	\$150.00
Civil Engineer	\$125.00
Engineering Technician	\$90.00
Construction Inspector	\$78.00
Survey Crew	\$200.00
Data Processor	\$60.00