

**AGREEMENT**

**AUTHORIZATION FOR PROFESSIONAL SERVICES**

**Date** 06 April 2018

**Client** City of Vicksburg  
George D. Flaggs Jr. Mayor  
P.O. Box 150  
Vicksburg, MS 39181

**Architect** Eskew+Dumez+Ripple  
A Professional Corporation  
365 Canal Street, Suite 3150  
New Orleans, LA 70130

**Project Name** Vicksburg Riverfront Redevelopment

**EDR Project Number** 17067

**Project Description** Vicksburg's Mayor, George Flaggs Jr. and the appointed Riverfront Committee envisions the planning and redevelopment of Vicksburg's waterfront. The vision includes highlights from the 2015 Vicksburg's Comprehensive Plan and additional considerations to improve the amenities in support of local leisure and tourism.

The project and deliverables will be divided into several levels, by size of scope, transformative impact and phasing. The planning includes a comprehensive riverfront vision, the development plan for three major sections of the riverfront, the new Downtown experience and pedestrian bridge and urban improvements and art program at the River Cruises loading dock area.

**Basic Services** EDR will assume a primary role in the Planning, Urban Design and Architectural Design concept of the project(s). EDR will also provide project management and Structural, Civil and Landscape Consultants conceptual work (as needed) as part of the Basic Services of work. Other Services or Consultants not listed are not included in the Basic Services of work.

The project(s) scope of work will be phased into three major components (S, M, L). The first of a three-phase design plan is outline below. Other design phases and scopes will be outlined in a separate agreement at a future time.

**Phase S** Downtown Experience and Urban Design improvements as outlined by the Vicksburg's Waterfront Comprehensive Vision Plan. Area defined by Washington St, Jackson St, Grove St and the Yazoo River. The Concept Design scope generally includes:

- General site improvements. General patch and repairs.
- Lighting improvements. Flood wall Lighting
- Outdoor amenities and Furnishings. Planters and Landscape.
- Comprehensive Art Program. Flood Wall Murals
- Floating Dock, Gazebo and covered seating. Signage/way finding.
- Design of a new pedestrian walkway from Washington St. over Levee St.

**S Work Plan:**

**S1\_ CONCEPT DEVELOPMENT**

The team will develop the planning and urban design improvements to enhance Downtown experience. The Team will illustrate and describe the scope of work and relationships as well as develop the plans and general site components including a Levee St. pedestrian walkway.

Travel:	One extended 2-3 days site visit.
Deliverables:	Program development for the Downtown experience and improvements. Presentation to Committee in PDF format.
Client Approval	The Client will receive and sign-off on S1 Deliverables within 10 days of presentation.

**S2\_ FINAL CONCEPT DESIGN**

Based on feedback from S1, the Team will continue advancing the design work and develop a final concept plan, including all amenities and improvements.

Travel:	One extended 1-2 days site visit.
Deliverables:	Downtown Improvement Plan. Executive Summary document and final images, maps and text in PDF format for use in presentations or publications.
Final Revision:	If necessary, the Design Team will make final revisions based on Client feedback.
Client Approval	The Client will receive and sign-off on S2 Deliverables within 10 days of presentation or submit final revisions to be incorporated in the documents.

**Work Plan Schedule** The following represents an approximate work plan schedule for the scope outlined above. Work is assumed to start April 2018.

<u>Phase S</u>	<u>3 Months Total</u>
▪ S1	1.5 Months
▪ S2	1.5 Months

**Fees** EDR will provide Basic Services as a fixed-fee based on the work outlined in this proposal.

<b>Phase S</b>	<b>\$80,000</b>
----------------	-----------------

## AGREEMENT

### Page 3

**Additional Services** Where appropriate, additional services fees will be invoiced using EDR hourly rate schedule (attached) or lumpsum fee TBD. Additional services will not commence without prior written client authorization. Additional Services can include but are not limited to:

- Revisions and changes in approved drawings and the preparation of alternates requested by the Client
- Cost of models, professional renderings, promotional photography, special print reports or publications
- Fees for additional consultants not itemized in this proposal
- Economic impact analysis of project(s)
- Soils testing and/or engineering and utility information
- Site Survey
- Existing site engineering
- Parking or traffic analysis
- Creation of Economic data research or statistic backups
- Environmental assessments
- Specifications or Documents beyond final concept design

**Reimbursable Expenses** Reimbursable expenses are in addition to the Basic Fees for Basic Services and include direct non-labor expenditures made by the employees and Consultants of EDR necessary for the completion of the project. Reimbursable expenses include but are not limited to prints of drawings for Client's use, express mail, report covers and special bindings, messenger services, postage, photography, automobile mileage, travel time, airfare & hotel for travel, parking and photocopies. Reimbursable expenses are billed to Client at cost x 1.10 and are not to exceed \$6,000 without Client prior approval.

**Billing for Services Rendered** Services and Reimbursable expenses are due within thirty (45) days of invoicing. A one and one-half percent (1.5%) service charge compounded monthly on balance of overdue accounts will be invoiced. Architect will suspend all work on accounts thirty (45) days overdue unless alternative collection terms are established with Client in writing.

**Termination** This Authorization may be terminated by either party upon seven (7) days written notice. In the event of termination, Architect shall be paid compensation for Services performed to termination date, including Reimbursable expenses and all direct costs then due and all termination expenses.

**Copyrights and Licenses** The Architect shall be deemed the authors of the conceptual design materials developed, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights until Architect is fully paid for all the Services performed to date, including reimbursables expenses.

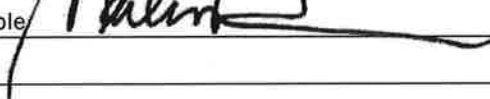
**Publication** The Architect shall have the right to include representation of the Project, including photographs, among the Architect's promotional and professional materials. The Architect's material shall not include material considered by the Client to be confidential or proprietary. The Client shall provide professional credit to the Architect in the promotional materials for the Project.

**Authorization** Architect is prepared to begin services upon approval of the terms put forth in this Authorization. For authorization, please sign both originals and return one executed original to Architect.

**City of Vicksburg**

**Client** BY \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_

**Eskew+Dumez+Ripple, A Professional Corporation**

**Architect** BY Mark Ripple   
TITLE Principal  
DATE 06 April 2018