



PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SOUTHERN MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT
AND
CITY OF DIAMONDHEAD

SMPDD is pleased to submit this Professional Services Agreement to the City of Diamondhead (Client) for the various services necessary to document road conditions following Hurricane Zeta debris clean-up activities.

SCOPE OF WORK

Road Survey

- Survey & video roads indicated on the debris haul map provided by City (estimated 19.8 miles)

Data Processing & Review

- Generate maps comparing old (from 2018 road survey) and new ratings
- Screenshot problem areas and show side-by-side comparison between old video and new video
- Provide executive summary describing the current conditions compared with 2018 conditions

Additional Deliverables

- If the survey results show significant degradation of the roadways, planning level cost estimates based on the road surface rating (RSR) may be generated, using estimated square yards and typical costs associated with that RSR. This proposal does not include field verifying roadway structure or developing detailed construction level cost estimates.
- The collected GIS condition data will be submitted to the City as a shapefile deliverable.

STANDARD TERMS & CONDITIONS

SECTION 1. Term. SMPDD will undertake and complete performance of the services referred to in the Scope of Work commencing at Contract execution and terminating in twelve months unless renewed.

SECTION 2. Termination for Convenience by SMPDD. SMPDD may terminate this Contract at any time by giving thirty (30) days written notice to the Client of said termination. If terminated pursuant to this Section 2 prior to close-out, SMPDD shall be limited to compensation amounting to actual expenses incurred in performance of this Contract.

SECTION 3. Termination for Convenience by the Client. The Client may terminate this Contract at any time by giving written notice to SMPDD of said termination. If terminated pursuant to this Section 3

prior to close-out, SMPDD shall be limited to compensation amounting to actual expenses incurred in performance of this Contract.

SECTION 4. Interest of Members of the Client. No officer, member or employee of the Client who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract shall participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested.

SECTION 5. Compensation. SMPDD will provide these services on a Time and Materials basis with an estimated cost not to exceed \$3,000.00. SMPDD will bill at an hourly rate of \$100.00 per hour and all reimbursable expenses will be billed at actual cost. Subconsultant services are to be billed at the standard hourly rates as shown on the attached hourly rate schedule.

SECTION 6. Client Cooperation. The Client hereby agrees that its officials, employees and contractors shall cooperate with SMPDD in the discharge of its responsibilities under this contract and shall be available for consultation at such times as may be mutually agreeable to both parties. The Client shall make available to SMPDD, or its designated agents, all data, records, reports, maps or other information as are existing, available and necessary for performance of this Contract.

SECTION 7. Records. All documents produced for this contract will be property of the Client.

SECTION 8. Entire Agreement. This Contract constitutes the entire agreement of the parties and shall not be conditioned, modified or supplemented except by a subsequent written agreement signed by and delivered by all parties. If any provision of this Contract is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remainder of this Contract will not be affected, and in lieu of each provision which is found to be illegal, invalid or unenforceable, there will be added as a part of this Contract a provision as may be possible and legal, valid and enforceable.

SECTION 9. Governing Authority. This Contract and any amendments thereto shall be construed and interpreted pursuant to Mississippi law.

SECTION 10. Effective Date. The Effective Date for this Contract shall be at time of execution.

Accepted this the _____ day of _____ 2021.

Michael Reso, City Manager
City of Diamondhead, MS

Leonard Bentz, Executive Director
Southern Mississippi Planning & Development District

EXHIBIT C
CIVIL-LINK
HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES

POSITION	LABOR RATES
Executive/Principal	\$170.00
Engineering Manager/ Sr. Traffic Signal Engineer	\$165.00
Sr. Project Engineer / Sr. Project Manager	\$130.00
Sr. Traffic Technician	\$120.00
Project Engineer / Project Manager	\$115.00
Design Engineer / Sr. Designer / Sr. Engineering Technician / Sr. Inspector *	\$100.00
Designer / Engineering Technician / Inspector *	\$90.00
Professional Land Surveyor	\$85.00
Engineer Intern	\$85.00
CADD Technician *	\$75.00
Graduate Engineer	\$75.00
Sr. Administrative *	\$50.00
Field Labor *	\$45.00
Administrative *	\$40.00
GPS Survey Party *	\$115.00
Two-Member Survey Party *	\$125.00
Three-Member Survey Party *	\$135.00

* Indicates non-exempt classifications and the hourly rates listed only applies to regular time work. If overtime work is required to meet the client's schedule, an overtime rate will have to be negotiated.

REIMBURSABLE EXPENSE SCHEDULE

EXPENSE	COST
Vehicle Mileage	\$0.52/mile

All other expenses, including contract reproduction/printing, travel and subsistence, parking, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost.