

**WORK ASSIGNMENT**

**WORK ASSIGNMENT NO.** \_\_\_\_\_

**PROJECT NUMBER: 26040.00; Makiki Drive Culvert Replacement and associated swales**

This Work Assignment is executed in accordance with the Master Services Agreement entered into by the City of Diamondhead, Mississippi and Pickering Firm, Inc. on the 19<sup>th</sup> day of August, 2016.

**WHEREAS**, each of said parties represents that it continues to have authority to execute this Work Assignment and that all certifications previously made in said Agreement remain in effect;

**NOW THEREFORE**, the parties hereto do further contract and agree to add the following items of work to the above Agreement under the additional terms and conditions as are hereinafter stated:

SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR PHASE

See 'Attachment A – Scope of Services'

**WORK ASSIGNMENT TERM**

No new Work Assignments shall be executed after October 28<sup>th</sup>, 2024 at 11:59 P.M. CDT.

This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and continue until October 28<sup>th</sup>, 2024 at 11:59 P.M. CDT. However, the Engineer may not begin work prior to receiving a Notice to Proceed.

**DBE GOAL**

*The DBE goal established for this Work Assignment shall be zero percent (0%).*

**KEY PERSONNEL**

**CITY PROJECT MANAGER:**

\_\_\_\_\_

**CONSULTANT PROJECT MANAGER:**

**(Certified as a Professional Engineer to do business in the State of Mississippi)**

Cara Wagner, PE (MS #26030)

**PROGRESS SCHEDULE**

Applications, meetings, and other items requested by the client will be prepared and submitted in a timely fashion following client request.

**MAXIMUM ALLOWABLE COST**

**Contract Maximums:**

Under no circumstances shall the amount payable by the City for this assignment exceed **\$12,000** (Total of all Charges), without the prior written consent of both parties. The Labor Rates have been identified in Table 2: Rate Schedule for Labor Hours.

**Table 1: Compensation for Services Breakdown**

Basic Services		
Phase #	Phase Title	Fee (labor hour/unit cost)
IX	Construction Phase and Bond Assistance	\$12,000

**Table 2: Rate Schedule for Labor Hours**

NAMES	LABOR CLASSIFICATION	RATE
	Principal Engineer	\$ 135
	Professional Engineer	\$ 97
	Senior Project Manager	\$ 105
	Project Engineer	\$ 75
	Professional Land Surveyor	\$ 80
	Survey Crew Chief	\$ 47
	Instrument Person	\$ 35
	CAD Technician	\$ 50
	Clerical	\$ 43
	Resident Project Representative	\$ 70
	Engineering Technician	\$ 50

Both parties hereto represent that they have authority to enter into this Work Assignment as "Exhibit C" of the Agreement executed by and between the City and Engineer to which is now made a part of said Agreement.

SO EXECUTED AND AGREED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_,

**City of Diamondhead, Mississippi**

By: \_\_\_\_\_

WITNESS this, my signature, in execution hereof, this the 16<sup>th</sup> day of March 2023.

**Pickering Firm, Inc.**

ATTEST:

  
Austin Keith

  
By: Cara Wagner, PE

## **ATTACHMENT A – SCOPE OF SERVICES**

### **General Project Description**

In general, the Engineer will perform environmental permitting, boundary and topographic survey, preparation of easement plats, engineering analysis, engineering design (including production of construction documents), bid phase, and construction engineering and inspection services relative to the replacement or rehabilitation of the culvert that crosses Makiki Drive just east of its intersection with Kui Place. Additionally, the incoming channels (roadside and through lot) and outflowing channel will be analyzed for appropriate capacity in the 25-year design storm event. Finally, a new swale traveling generally easterly behind the first 4-5 homes fronting Makiki Drive will be considered to assist with rear yard drainage.

Items not specifically outlined below are excluded from this proposal; subsequent services may be added, as mutually agreed upon by both parties, as either an amendment to this contract or as a separate contract.

### **Phase IX – Construction Phase & Bond Assistance (\$12,000)**

Upon written authorization from CLIENT, Engineer shall assist the City with termination of the current construction contract with the Contractor, provide data as needed for the bonding company, assist if needed with a new construction contract and Contractor and provide general administration of construction contract. This includes; consult with CLIENT and act as CLIENT's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of CLIENT's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of CLIENT in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

### **Additional Services**

Any service not specifically outlined above is excluded from Pickering Firm, Inc.'s scope of work. In the event you request additional services over and above the subject scope of work, we will perform said additional services under a new work assignment or an amendment to this work assignment. Additional Services may include, but are not limited to: preparation of right-of-way or easement acquisition documents, environmental assessments, project permitting, engineering design of proposed improvements not outlined above.