

**City of Tupelo, Mississippi**  
**Professional Services Agreement For**  
**ARPA MCWI Grant Program – General Program Services**  
**Agreement**

**PROJECT NUMBER:** 1007-2203

**DATE:** August 23, 2022

**A. GENERAL**

This Agreement is for professional services by Dabbs Corporation (*1050 N. Eason Blvd., Tupelo, MS 38804*), after this called “DC”, to be provided to City of Tupelo Public Works Department (*604 Crossover Rd., Tupelo, MS 38801*), after this called the “City”, to include professional services related to the development, planning, grant application, environmental evaluation, design and construction phases for the referenced projects in regards to the ARPA Municipal Water and Infrastructure (MCWI) Grant Program for the City of Tupelo, Mississippi. The MCWI Grant Program has been developed by the State of Mississippi (MDEQ / MDH) related to water, wastewater and storm drainage infrastructure projects to be funded as part of the American Rescue Plan Act (ARPA).

The project will include the development of design related criteria, environmental information, and other project related data, including cost estimates, project schedules, etc., to assist the City in the development of project data to be submitted by the City for MCWI grant applications for each respective project. Furthermore, the project will also include additional phases of work as necessary to provide the required permitting, survey, design information, etc. to solicit bids for the future construction of each respective project. Construction inspection / representation will also be provided by DC as defined for each individual project.

This Agreement shall provide the basis for the services to be provided by DC as related to the ARPA MCWI Grant Program and related projects. Specific services and related information will be defined under future Delivery Orders issued to the City by DC for each subsequent phase of the program and / or for specific services related to individual projects that will be made part of this Agreement. Delivery Orders shall be approved under this Agreement providing that each individual Delivery Order meets the general terms of this General Program Services Agreement. Should services be required by the City that are outside the terms and related scope of this Agreement, the City may be required to provide future approval for an amended Agreement/Delivery Order, Additional Services and/or a separate agreement.

DC shall provide the necessary professional services as directed by the City of Tupelo Public Works Department for the projects defined within Paragraph B – Scope of Work herein and, if necessary, any Additional Services that may be directed by the City, per the terms identified in Paragraph D – Payment for Services.

## B. SCOPE OF WORK

### 1.0 INTRODUCTION

- 1.1 Project:** ARPA MCWI related services will be provided by DC as defined within this Agreement and subsequent Work Orders for water, sanitary sewer and storm sewer projects as authorized for the program by the City. These projects include, but are not limited to, the following infrastructure improvements projects:

- 1.1-1 Robins Field Arch Pipe Repairs/Improvements*
- 1.1-2 Holly Hill Drainage Pipe Project*
- 1.1-3 Gum Tree Park Drainage Pipe Project*
- 1.1-4 Ford Circle Drainage Pipe Project*
- 1.1-5 City Park Drainage Pipe Project*
- 1.1-6 Van Buren Drainage Pipe Project*
- 1.1-7 Ridgeway Drive Drain Pipe Replacement*

Additional projects designated for the ARPA MCWI program by the City as authorized by the City Council shall be included in the scope of services completed by DC per the terms of this Agreement as directed by the Owner.

- 1.2 Purpose:** The purpose of this Scope of Work (SOW) is to provide professional services related to the development of planning, environmental and engineering data as related to the applications, design, bidding/contracting and construction of proposed infrastructure projects via the ARPA MCWI Grant Program. DC will assist the City in the development and implementation of projects in a manner that meets the terms and requirements of the ARPA MCWI Grant Program.
- 1.3 Project Location:** All work shall be within the existing Tupelo City Limits and shall be defined more specifically in subsequent Delivery Orders that are issued by the City to DC as part of this Agreement.
- 2.0 SCOPE OF SERVICES:** The general Project Services shall include the following:
- 2.1 Planning Components** – DC shall provide preliminary design and related services to the City as required to provide the necessary project data / information to complete the ARPA MCWI Grant Program applications. The ARPA MCWI online application portal is set to be open from September 1 – 30, 2022 for the City to provide the necessary project information to complete the applications.
- 2.2 Environmental Review Services** – Headwaters, Inc. will offer pre-permitting services to include the schematic evaluation of projects and related potential environmental considerations for each project. Headwaters shall provide assessment of potential

permitting and related information to the City as necessary / required to complete the applications.

- 2.3 *Environmental Permitting Services*** – Based on preliminary environmental assessment services and individual project conditions, Headwaters, Inc. will environmental and related permitting services only as required for each project. Headwaters shall provide assessment of potential permitting and related information to the City as necessary / required to complete the applications.
- 2.4 *Topographic Survey*** – DC will provide topographic survey information to support the planning, design and construction phases of the projects that are defined in section 1.1 herein.
- 2.5 *Geotechnical / Materials Testing Services*** – DC will provide the necessary geotechnical information and materials testing, if required, to support the planning, design and construction phases of the projects that are defined in section 1.1 herein.
- 2.6 *Design Phase Services*** – DC will provide design information, including the development of contract documents, project drawings as required for each project, technical specifications, and related information as required for the projects that are defined in section 1.1 herein.
- 2.7 *Bidding / Contracting Services*** – DC will assist the City in the development of bid documents and related information as required for the solicitation of bids/price quotes for the procurement of contractors as required for the projects that are defined in section 1.1 herein.
- 2.8 *Construction Services*** – DC will provide construction management and inspection for the duration of the construction contracts as required for the projects that are defined in section 1.1 herein.
- 2.9** Services for this Agreement is based on the premise that all Project areas for each individual projects lie within existing easements, ROWs, fee-simple property, etc. owned and maintained by the City of Tupelo. This scope of services does not include boundary survey or property/easement preparation related to the procurement of ROWs, easements, etc.
- 3.0 DELIVERY ORDERS / SPECIAL CONSIDERATIONS:**
- 3.1** As part of this Agreement, DC shall submit Delivery Orders for specific services as required for the City to meet the requirements of the ARPA MCWI Grant Program. Delivery Orders shall define specific services, project schedules, fees, etc. based on the terms of this Agreement for specific services and/or specific projects. Delivery Orders shall be submitted and approved by the City under this Agreement and shall be provided based on the specific needs/improvements as required to meet the requirements, terms, goals and objectives of the City of Tupelo and the MCWI Grant Program.

- 3.2** All original materials, visual aids, materials, and text developed in performance of the tasks listed herein will be the property of the OWNER, and will not be used, distributed, or published without the specific authorization of the OWNER.
- 3.3** The Consultant may provide additional professional services if directed by the City. As these or other specific professional services are required by the Owner, a new agreement, or supplemental agreement, shall be completed between the Owner and Consultant. Services related to the specific tasks for each subsequent phase of the Project shall be completed under the schedule and terms of payment defined in each individual Delivery Order or separate agreement.
- 4.0 SCHEDULE OF WORK:** Upon the execution of this Agreement, DC shall initiate the services necessary to complete the tasks related to the data collection and corresponding professional services as instructed by the City. DC shall provide the planning, pre-permitting environmental assessment, survey and related information to the City within 30 days as required to submit the pertinent project data to the City to complete the Grant Program applications prior to September 30, 2022. Project and related schedules for subsequent services shall be defined under each Work Order based on the scope of services included therein.
- 5.0 ADDITIONAL SERVICES:**
- 5.1** The City may request/direct DC to provide Additional Services not included herein and/or solicit services outside of this Agreement in order to facilitate necessary and/or critical design or construction improvements related to individual projects and services.
- 5.2** Additional Services shall only be provided by DC as directed in writing, including email directives, by the City and shall be completed in accordance with associated fee compensation methods and fee amounts that are approved by the City for each additional service.

## **C. PROJECT TERM / PAYMENT FOR SERVICES**

The Agreement shall include services to be provided by DC as defined herein for the period beginning with the execution of the Agreement by the City until the final closeout of construction phase work for each individual project included in section 1.1 herein unless amended in writing by both parties.

Professional services completed under this Agreement shall be provided either via (1.) Time and Materials Basis and/or (2.) Fixed Fee Basis for the services included herein. Specific formats of payment for services and related fees shall be defined under each individual Delivery Order based on the services defined therein. Any additional services shall be provided on a Time and Materials basis per the terms of this Agreement.

Fixed Fee based fees shall be determined as required and included in individual Delivery Orders based on the terms agreed to by DC and the City. As part of the pre-design services (planning components and application phase), DC shall assist the City in providing project

data, including project schedules and estimated project construction costs. For Delivery Orders that are completed via Fixed fee basis, the total fee for engineering design and construction phase services shall be derived in accordance with Table I / IR of the CDBG Engineering Fee Schedule. Fixed fee Delivery Orders with total design and construction engineering fees shall be based on the percentages included in the CDBG Schedule relative to the proposed construction cost for each project. Proposed construction costs will be determined by the Engineer and agreed to by the Owner as part of the pre-design services / application phase for each project.

Pre-design services, including Planning Components and Environmental Services, Delivery Orders shall be completed via Time and Materials based services and shall be in accordance with *Exhibit B – Rate Schedules* for any services provided by DC and/or Headwaters, Inc. as part of this Agreement and all related work orders. *Time and Materials Rate Schedules may be adjusted annually in January of each year given that this program may be a multi-year program.*

Direct expenses and/or material costs, including printing, reproducible drawings, equipment, other consultants, etc. shall be reimbursed at the actual cost of such expense. The Owner agrees to pay DC in accordance with the included hourly rates and the assessed time and expense backup data to be provided by DC on a monthly basis. Payment shall be made within 30 days of receipt of invoice and shall be based on no other consideration other than DC's ability to provide the services as defined herein.

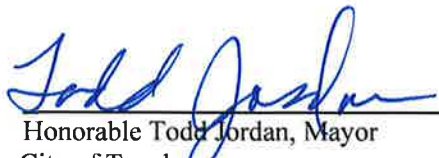
**D. ATTACHMENTS** – The following attachments are made part of this Agreement:

**1.0 Exhibit A – General Terms and Conditions**

**2.0 Exhibit B – Rate Schedules for Time & Materials / Additional Services**

**E. ACCEPTANCE OF AGREEMENT**

**CITY OF TUPELO**

  
\_\_\_\_\_  
Honorable Todd Jordan, Mayor  
City of Tupelo

**DABBS CORPORATION**

  
\_\_\_\_\_  
Dustin D. Dabbs, PE  
President

Final 9.2.22  
Attest

**BASIC ENGINEERING & INSPECTION FEES  
FOR  
MISSISSIPPI DEVELOPMENT AUTHORITY  
ON PROJECTS FOR  
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Updated March-2013

ESTIMATED CONSTRUCTION COST	DRAINAGE,SEWER AND WATER PROJECTS (% of Construction)	
	DESIGN	INSPECTION
LESS THAN \$100,000	12.4	7.8
<b>\$100,000</b>	<b>11.4</b>	<b>6.8</b>
\$125,000	11.2	6.5
\$150,000	11.1	6.3
\$175,000	10.9	6.0
<b>\$200,000</b>	<b>10.7</b>	<b>5.7</b>
\$225,000	10.6	5.6
\$250,000	10.6	5.4
\$275,000	10.5	5.3
<b>\$300,000</b>	<b>10.4</b>	<b>5.1</b>
\$325,000	10.3	5.1
\$350,000	10.1	5.0
\$375,000	10.0	5.0
<b>\$400,000</b>	<b>9.8</b>	<b>4.9</b>
\$425,000	9.7	4.9
\$450,000	9.6	4.9
\$475,000	9.5	4.8
<b>\$500,000</b>	<b>9.4</b>	<b>4.8</b>
\$525,000	9.4	4.8
\$550,000	9.3	4.8
\$575,000	9.3	4.7
<b>\$600,000</b>	<b>9.2</b>	<b>4.7</b>
\$625,000	9.1	4.7
\$650,000	9.1	4.7
\$675,000	9.1	4.6
<b>\$700,000</b>	<b>9.0</b>	<b>4.6</b>
\$725,000	9.0	4.6
\$750,000	8.9	4.6
\$775,000	8.9	4.5
<b>\$800,000</b>	<b>8.8</b>	<b>4.5</b>

ESTIMATED CONSTRUCTION COST	DRAINAGE,SEWER AND WATER PROJECTS (% of Construction)	
	DESIGN	INSPECTION
<b>\$800,000</b>	<b>8.8</b>	<b>4.5</b>
\$825,000	8.8	4.5
\$850,000	8.8	4.5
\$875,000	8.7	4.4
<b>\$900,000</b>	<b>8.7</b>	<b>4.4</b>
\$925,000	8.7	4.4
\$950,000	8.6	4.4
\$975,000	8.6	4.3
<b>\$1,000,000</b>	<b>8.5</b>	<b>4.3</b>
\$1,250,000	8.4	4.1
\$1,500,000	8.3	4.0
\$1,750,000	8.1	3.8
<b>\$2,000,000</b>	<b>8.0</b>	<b>3.6</b>
\$2,500,000	7.9	3.4
<b>\$3,000,000</b>	<b>7.7</b>	<b>3.2</b>
\$3,500,000	7.6	3.1
<b>\$4,000,000</b>	<b>7.4</b>	<b>2.9</b>
\$4,500,000	7.1	2.7
<b>\$5,000,000</b>	<b>7.1</b>	<b>2.7</b>
\$5,500,000	7.1	2.7
<b>\$6,000,000</b>	<b>7.1</b>	<b>2.6</b>
\$6,500,000	7.1	2.6
<b>\$7,000,000</b>	<b>7.0</b>	<b>2.5</b>
\$7,500,000	7.0	2.5
<b>\$8,000,000</b>	<b>6.9</b>	<b>2.4</b>
\$8,500,000	6.9	2.4
<b>\$9,000,000</b>	<b>6.8</b>	<b>2.3</b>
\$9,500,000	6.8	2.3
<b>\$10,000,000</b>	<b>6.7</b>	<b>2.2</b>