



November 2, 2015

City of Gautier
Jeremy Thames, Director of Cultural Services
3330 Highway 90
Gautier, MS 39553

RE: Engineering Proposal for Shepard State Park Welcome Center and General Store
Gautier, MS

Dear Mr. Thames:

Per your request, Machado | Patano (MP) is pleased to provide the City of Gautier (Client) with a proposal for professional surveying and engineering services. It is our understanding that the city would like to relocate and existing "house" structure from Exit 57 to Shepard State Park to be used as a welcome center and general store. Below, we have prepared a scope of work, fee proposal, and billing schedule as well as attached our "General Terms and Conditions – Exhibit A" which are considered part of this proposal.

In accordance with the rules of the Mississippi State Board of Registration for Professional Engineers and Land Surveyors, we cannot offer pricing for these services for comparison to other firms. We understand that you have chosen Machado | Patano PLLC for this assignment on the basis of qualifications.

SCOPE OF WORK

Task 1 – Provide As-built Topographic Survey necessary for Design

- M|P will perform a topographic survey of the area locating all improvements necessary to perform the necessary site engineering.
- The topographic survey will locate the existing trees on the site
- Topography and cross sections along the entry drive will be obtained.
- Existing utilities (water & sewer) will be located after an 811 locate is established.

Task 2 – Provide Civil Site Design

- M|P will perform the following :
 - 1.) Drainage System Design
 - 2.) Grading Plan including driveways and connections to existing roads
 - 3.) Civil Site Utility Plan showing water & sewer connections to within 5' of the building
 - 4.) Drainage Calculations necessary to support the design.
 - 5.) Construction Details and Specifications



Task 3 – Provide Structural Foundation Design

- M|P will perform the following :
 - 1.) Foundation Design to support the relocated structure. It is anticipated that the building will be raised approximately 4' from existing grade.
 - 2.) Construction Details and Specifications

Task 4 – Provide Construction Phase Services (CPS)

- Review and approve all construction product submittals from the Contractor
- Field and respond to construction "Request for Information" from Contractor.
- Perform periodic inspections of construction activities to assure engineered documents are being adhered to by the Contractor.
- One Site inspection per week will be performed at a minimum of 2 hours per visit during the duration of the drainage work. Inspection logs will be prepared, including photographs, and will be provided to the Client. It is anticipated that the construction duration will be for a duration of 6 weeks.
- Perform one (1) substantial completion inspection and provide a punchlist for work items to the Contractor.
- Perform one (1) final inspection at the completion of the punchlist items by the Contractor.

Note: Per IBC 2006 Section106, it is required that the owner retain a design professional for review of submittals, inspection of the construction site, and to verify the construction is in accordance with the plans and specifications.

Exclusions to this Proposal:

- Wetland delineation services, or wetland permitting
- Any permitting fees
- Geotechnical Investigation
- Electrical Lighting Design
- SWPPP Permits (It is assumed that site coverage is already obtained)
- Landscape Design
- Boundary Survey Services
- Construction Phase Layout services
- Attendance at Public Meetings
- Mechanical/Plumbing Design of building.



Fee Proposal

Task 1 – Topographic Survey	=	\$3,500
Task 2 – Civil Site Design	=	\$12,000
Task 3 – Structural Foundation Design	=	\$5,000
Task 4 – Construction Phase Services	=	<u>\$2,500</u>
TOTAL PROPOSED PROFESSIONAL FEES		= \$23,000

Note: Any and all work performed at the request of the Client that is not identified in the scope of work for this proposal shall be performed and compensated in accordance with the “Standard Hourly Rate Sheet and Reimbursement Schedule – Exhibit C” attached with this proposal.

Billing Schedule

All services itemized above for each task shall be billed at percentage (%) complete of that particular task on a monthly basis. Payment terms for services rendered shall be NET 30. Individual task items will only be worked on by M|P with prior written approval from the Client.

We appreciate the opportunity to provide our services to the City of Gautier and look forward to working with you on this project. Should you have any questions or comments, please do not hesitate to contact myself.

Respectfully submitted,
Machado | Patano, PLLC

Gerrod Kilpatrick, P.E.

GWK/gwk

w/ attachments

- Exhibit A – General Terms and Conditions (4 pages)
- Exhibit B –Aerial Site Plan



The Terms and Conditions of this agreement are accepted this _____ day of _____, 2015.

***Signature

Printed or typed name

Title

Date

Company

Telephone

Street Address

Fax

City

State

Zip Code

E-mail Address

****By executing this proposal and signing above, the Client attest that they have read and reviewed all exhibits that are attached to this proposal and has accepted those exhibits in whole as part of the proposal.*



EXHIBIT A GENERAL TERMS AND CONDITIONS

1. **Relationship Between Machado | Patano, PLLC (hereafter, “MP”) and Client.** Machado | Patano shall serve as the professional engineering consultant of City of Gautier (hereafter, “Client”) in those phases of the Project to which this Professional Services Agreement (“Agreement”) applies. MP shall not be considered to be the employee or agent of the Client and shall always be considered an independent contractor of Client. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.
2. **Professional Services Agreement Documents.** The Agreement shall consist of these General Terms and Conditions and the Proposal executed by Client and MP, if any. In the event of a conflict between the Proposal and these General Terms and Conditions, the latter shall govern.
3. **Applicability.** These General Terms and Conditions shall apply to all work performed by MP for the benefit of Client on this project.
4. **Responsibility of MP.** MP will **endeavor** to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. It is understood and agreed that no other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, including exhibits incorporated herein, if any, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, MP shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall MP be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to MP to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

If the applicable Proposal directs it to do so, MP shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, MP will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.

5. **Responsibilities of Client.** Client shall provide all criteria and full information as to its requirements for the Project, including budgetary limitations, insurance and bonding requirements, if any, and a written description of Project goals. Client shall arrange for MP to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to MP whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of MP's services, or any defect or nonconformance in the work of any construction contractor.

Client shall examine all documents presented by MP, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations, and provide decisions pertaining thereto within a reasonable time so as not to delay the services of MP.

Client shall pay invoices of MP for professional services rendered on its next regular monthly claims docket.

6. **Initial Decision Maker.** MP shall serve as the Initial Decision Maker on the Project only if agreed in writing by the Client and Contractor. The service of MP as Initial Decision Maker shall be in accordance with the Construction Industry Initial Decision Maker (IDM) Procedures currently in effect as of the date this Agreement is executed. No decision shall be made as the time, price, or claim by contractor without approval of owner who shall be the final decision maker.
7. **Designation of Authorized Representatives.** Each party shall designate, in writing, one or more persons to act with authority in its behalf with respect to the Project. The persons designated shall review and respond promptly to all communications received from the party.

8. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by MP in connection with any or all of the services furnished hereunder shall be the property of Client. MP shall have the right to retain copies of all documents and drawings for its files.
9. **Reuse of Documents.** All documents, including drawings and specifications furnished by MP pursuant to this Agreement, are intended for use on the Project only. They shall not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adoption by MP, shall be at Client's sole risk.
10. **Opinions of Cost.** Since MP has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, MP cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.
11. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and MP and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
12. **Delays.** If MP's services are delayed by the Client, or for other reasons beyond MP's control, for more than 120 days, the fee provided for in this Agreement may be adjusted equitably as agreed to by both parties.
13. **Subcontracts.** In its sole discretion, MP may elect to retain sub-consultants for the performance of portions of the services contemplated by this Agreement. MP shall have the authority to select such sub-consultants and shall not be required to obtain approval of Client as to the identity of such sub-consultants.
14. **Suspension of Services.** Should any amount owing MP remain past due and owing for more than 60 days, MP may, at its sole election, stop work upon 30 days notice to client, until such time as all amounts due and owing MP, including interest are paid. Client may, at any time, by written order to MP, require MP to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, MP shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all reasonable costs associated with suspension. MP will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client may reasonable compensate MP for the costs of such suspension and remobilization, if justified.
15. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. If terminated by the client without just cause, all amounts due and owing to MP at the time of termination shall be paid by client.
16. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
17. **Indemnification.** MP or its insurer shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage arising out of the sole negligent act, error or omission of MP.
19. **Legal Proceedings.** In the event MP's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding or inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where MP is not a party to such proceeding, Client will compensate MP for its services and reimburse MP for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages MP to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
20. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
21. **Insurance.** MP shall maintain workmen's compensation and unemployment compensation for its direct employees of a form and in an amount as required by state law. MP shall endeavor to maintain comprehensive general liability insurance, automotive liability, and professional liability insurance in an amount not less than \$1,000,000 each occurrence.

22. **Information Provided by the Client.** MP shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to MP. In this case, the Client recognizes that MP cannot assure the sufficiency of such information.

23. **Latent or Subsurface Conditions and Utilities.** Client recognizes that a comprehensive, site investigation and sampling and testing program implemented by trained and experienced personnel of MP or MP's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that MP properly inferred to exist between sampling points may differ significantly from those that actually exist.

MP will locate utilities which will affect the project from information provided by the Client and utility companies and from MP's surveys. In that these utility locations are based, at least in part, on information from others, MP cannot and does not warrant their completeness and accuracy.

24. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, MP is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform MP in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. MP agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered.

26. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected.

27. **Payment.** MP shall submit monthly invoices to Client. Payment in full shall be due upon approval of the next regular monthly docket of claims.

28. **Force Majeure.** Neither Client nor MP shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

29. **Compliance with Laws.** To the extent they apply to its employees or its services, MP shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.

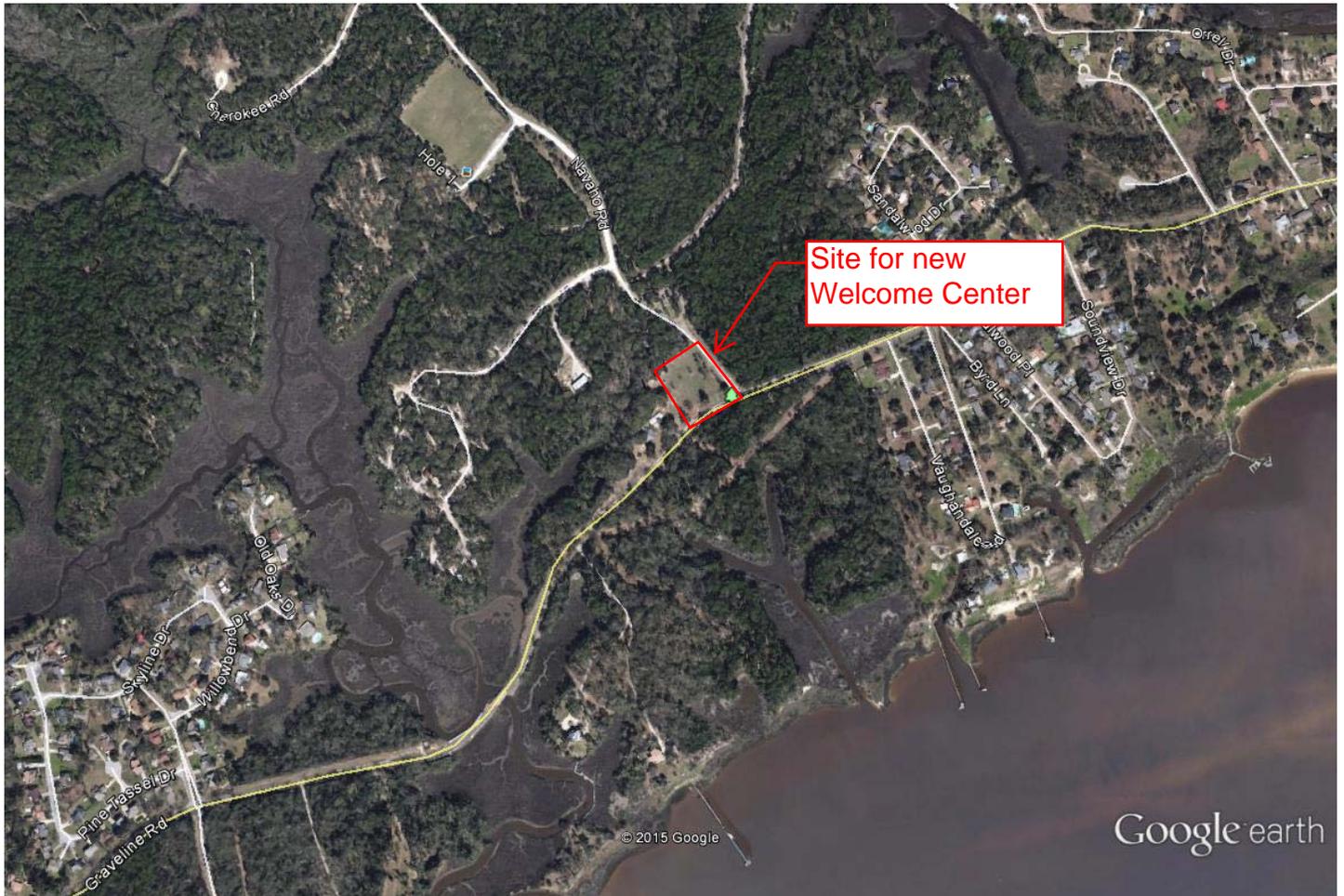
30. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

31. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

32. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.

33. **No Waiver.** No action or inaction on the part of any party shall constitute a waiver of any provision of this Agreement. The failure to enforce any provision of this Agreement shall not constitute a waiver, nor prohibit subsequent enforcement of such provision. A waiver shall be valid and binding only if in writing and signed by the party against whom the waiver is being asserted.

34. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and MP hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.



Google earth

feet
meters

