

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Paula Yancey, City Manager  
**From:** April Havens, Grants and Projects Administrator  
**Date:** October 25, 2016  
**Subject:** City Park Boat Launch Improvements – Professional Services Agreement with Compton Engineering

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**REQUEST:**

The Grants and Projects Administrator requests City Council authorization to enter into a professional services agreement with Compton Engineering for work on the City Park Boat Launch Improvements project in an amount not to exceed \$34,300.

**BACKGROUND:**

The Dingell-Johnson Sport Fish Restoration Program, authorized under the U.S. Fish and Wildlife Service, supports activities designed to restore, conserve, manage, or enhance sport fish populations; the public use and benefits from these resources; and activities that provide boat access to public waters. The Mississippi Department of Marine Resources applied to the U.S. Fish and Wildlife Service on behalf of the City of Gautier for this sport fish grant. The City was awarded \$190,310 in federal funds, which requires a 25 percent match of \$65,300. Tidelands will cover the local match.

**DISCUSSION:**

This \$255,610 project includes removing and replacing the two existing deteriorated boat launches, removing and replacing the existing deteriorated boat dock decking, removing and replacing the deteriorated wooden bulkhead, adding an accessible kayak and canoe launch, and installing an accessible route to the dock area. Professional design services are required for this project. The cost for these services was written into the grant and will be covered.

**RECOMMENDATION:**

The Grants and Projects Administrator recommends that City Council authorize entering into a professional services agreement with Compton Engineering for work on the City Park Boat Launch Improvements project in an amount not to exceed \$34,300.

The City Council may:

1. Approve entering into a professional services agreement with Compton Engineering for work on the City Park Boat Launch Improvements project as presented; or
2. Not approve entering into a professional services agreement with Compton Engineering for work on the City Park Boat Launch Improvements project as presented.

**ATTACHMENT(S):**

1. Proposed Contract for City Park Boat Launch Improvements



# COMPTON ENGINEERING, INC.

ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

156 Nixon Street  
Biloxi, MS 39530

Phone: 228.432.2133  
Fax: 228.432.8149

comptonengineering.com

October 17, 2016

Ms. April M. Havens, Grants and Project Administrator  
City of Gautier  
3330 Highway 90  
Gautier, MS 39553

Re: Proposal for Engineering Services for  
City of Gautier City Park Boat Launch Improvements  
(C.E. Job No.: P16-004)

Dear Ms. Havens:

Compton Engineering is pleased to offer professional services to the City of Gautier for preparing Contract Documents for the above referenced project. It is our understanding that the bid documents will be prepared to include adequate information to receive competitive bids for performing the work. The documents shall also include any supplemental conditions as required by U.S. Department of Fish and Wildlife Services.

The professional services provided will address the tasks and deliverables listed below:

#### Basic Services

1. Review all available data for the existing facility provided by the City of Gautier.
2. Provide topographical survey in the immediate area of proposed improvements as needed to improve the bulkhead and launch.
3. Prepare permits as may be required by the Mississippi Department of Marine Resources to construct the project, including document necessary for City of Gautier to obtain Secretary of State Lease.
4. Prepare Bid/Construction Documents for the referenced project. Documents will include adequate information to receive competitive bids for performing the work.
5. Provide Bid Phase and Construction Administration Services.
6. Monitor the progress of construction of the work once a week, including prior to and during placement of concrete, substantial and contract completion.
7. Review and make recommendations for payment during the progress of the work.
8. Perform a final inspection with the City of Gautier and make a recommendation for final payment to the contractor.
9. Prepare project closeout documents.
10. Perform an inspection at the end of the one-year warranty period.

#### Fee, Schedule & Billing

The work will be provided on a lump sum basis in accordance with the attached 2016 Rate Schedule (Exhibit B). The contract amount includes surveying, permitting, preparation of contract documents, bid phase services, and construction administration as outlined below. All basic services will be completed and provided for a cost of \$34,300.00.

Topographic Survey:	\$3,500.00
Secretary of State Tidelands Lease	\$1,500.00
Environmental Permitting	\$6,000.00
Construction Documents:	\$13,600.00
Bid Phase Services:	\$3,000.00
Construction Administration:	\$6,700.00

PASCAGOULA

BILOXI

BAY ST. LOUIS

We will begin work within twenty-one (21) days upon receipt of an executed agreement. And complete the contract documents as noted below:

Topographic Survey:	2 to 3 weeks
Secretary of State Tidelands Lease	1 to 2 weeks
Environmental Permitting	3 to 4 months
Preparation of Construction Documents	2 to 3 months
Review and Finalize Bid Package	2 to 4 weeks

Compton will bill monthly for the work performed up to the billing cut-off date. Payment for our services will be due within forty-five (45) days of the invoice date and is not dependent on any factor except our ability to provide the services in accordance with generally accepted standards of our profession. We will provide these services in accordance with the General Terms and Conditions (Exhibit A).

#### **General Terms and Conditions**

This proposal, the General Terms and Conditions (Exhibit A), and 2016 Rate Schedule (Exhibit B) represents the entire understanding between City of Gautier and Compton Engineering with respect to the services to be provided and may only be modified in writing by both parties. If this proposal is satisfactory, please sign two copies in the space provided and return one to us.

We appreciate the opportunity to provide these services and look forward to working with you on this project.

Sincerely,

COMPTON ENGINEERING, INC.



G. Joey Duggan, III  
Senior Vice President

Attachment

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**Accepted:**      **CITY OF GAUTIER**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name/Title: \_\_\_\_\_

City of Gautier Designated Contact Person:

\_\_\_\_\_

Compton Engineering's Designated Contact Person:

G. Joey Duggan, III

## EXHIBIT A

### GENERAL TERMS AND CONDITIONS

(UPDATED 04/2014)

- 1. Relationship Between Engineer and Client.** Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. 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. The Engineer shall not be considered to be the agent of the Client. The client is the City of Gautier acting by and through its official minutes.
- 2. Responsibility of the Engineer.** Engineer will 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. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement 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, the Engineer 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 the Engineer 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 the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer 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.

- 3. Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Engineer shall assist Client in obtaining all necessary permits required for the Project.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's

services, or any defect or nonconformance in the work of any construction contractor

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time.

- 4. Designation of Authorized Representatives.** Each party shall designate one or more persons to act as a liaison on its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party. No change or alteration in time, price, design, or services requested shall be made without approval of City of Gautier reflected on its minutes.
- 5. Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of the Client. Engineer shall have the right to retain copies of all documents and drawings for its files.
- 6. Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. They should not be used by Client or others on extensions of the Project or on any other project, without written verification or adaptation by Engineer.
- 7. Opinions of Cost.** Since the Engineer 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, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of constructions costs.
- 8. Changes.** Client reserves the right to seek changes in requirements, amount of work or engineering time schedule adjustments, and may seek to negotiate adjustments in fee and / or schedule acceptable to both parties to accommodate any changes. All proposed change orders, schedule and pay adjustments, etc. must be approved by Client by written Resolution.
- 9. Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing reflected on its minutes.
- 10. Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer 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. Engineer 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. However, in no event shall the total payment due to Engineer under this proposal exceed **\$34,300.00**.

11. **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 Engineer at the time of termination will be paid by Client.

This agreement is subject to ratification of the future governing authorities of City of Gautier.

12. **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.
13. **Indemnification.** Engineer shall defend, indemnify and hold harmless Client, its agents, servants, employees, successors and assigns from actions, causes, suits, costs, claims, damages, expenses and demands whatsoever in law or in equity, including but not limited to attorneys' fees, with respect to, or on account of, any injury, including bodily injury, disability or death, or damages to property, including loss of the use thereof, in any way attributable to or in connection with performance of the Engineer under this Contract.
14. **Legal Proceedings.** In the event Engineer'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 on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connections with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement of an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
15. **Successors and Assigns.** To the extent allowed by law, 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.

16. **Insurance.** Within the context of prudent business practices, Engineer shall maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law. Engineer shall maintain comprehensive general liability insurance, automotive liability, and professional liability insurance in an amount not less than \$1,000,000 each occurrence.

17. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed, which the Engineer cannot ascertain or confirm itself, for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information.

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

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

19. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer 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 Engineer 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. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered

20. **Anticipated Change Orders.** All change orders must be approved by Client by written Resolution.
21. **Payment.** Following receipt of the Engineer's invoice, it will be placed on the next regular claims docket for approval and will be paid subsequent to obtaining approval.
22. **Force Majeure.** Neither Client nor Engineer 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.

23. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer 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.
24. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
25. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi

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

27. **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 Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgements 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.

**EXHIBIT B**

**COMPTON ENGINEERING, INC.  
RATE SCHEDULE  
2016**

<u>Labor Classification</u>	<u>Hourly Rate</u>
Engineer Principal.....	\$ 180.00
Architect.....	\$ 150.00
Senior Project Engineer .....	\$ 150.00
Project Engineer.....	\$ 130.00
Engineer Intern.....	\$ 100.00
Environmental Specialist .....	\$ 100.00
Senior Project Manager.....	\$ 135.00
Project Manager .....	\$ 115.00
Senior Design Technician.....	\$ 90.00
Design Technician .....	\$ 80.00
GIS Coordinator.....	\$ 80.00
Resident Project Representative .....	\$ 85.00
Business Manager .....	\$ 100.00
Specification Writer.....	\$ 80.00
Administrative Assistant.....	\$ 60.00
Professional Land Surveyor.....	\$ 125.00
Senior Survey Technician with Equipment .....	\$ 150.00
Survey Technician .....	\$ 65.00
Survey Crewman.....	\$ 50.00