

AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT (this “Agreement”) is made and entered into between the City of Oxford, MS (“CLIENT”) and HDR|ICA ENGINEERING, INC. (“CONSULTANT”), effective as of July 1, 2016(the “Effective Date”) and will terminate June 30, 2017, unless both parties mutually agree to renewal of this agreement.

1. Services. CONSULTANT shall provide the services described on Exhibit A (the “Services”) in accordance with the terms and conditions of this Agreement. Any additions or changes to the Services agreed to by the parties from time to time shall be in writing, dated and signed by the parties.

2. Standard of Care. In providing the Services under this Agreement, CONSULTANT will endeavor to perform in a manner consistent with the degree of care and skill ordinarily used by members of CONSULTANT’s profession currently practicing under similar conditions at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Services.

3. CLIENT’s Responsibilities. At CLIENT’s expense, CLIENT shall furnish to CONSULTANT all data, reports, studies, drawings, permits, approvals and other information reasonably required by CONSULTANT for performance of the Services. CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all such information furnished by or on behalf of CLIENT. CLIENT shall provide for CONSULTANT’s right to enter the project site in order to perform the Services. CLIENT shall promptly notify CONSULTANT of any errors, omissions or defects in the performance of the Services and shall assist CONSULTANT in remedying any such errors, omissions or defects. CLIENT shall at all times ensure the project site is safe and free and clear of any hazardous materials.

4. Ownership of Instruments of Service. All documents or drawings prepared by CONSULTANT under this Agreement are the property of CLIENT.

5.Compensation. CLIENT shall pay CONSULTANT for the Services and the reimbursable expenses as set forth in Exhibit A. The total contract amount to be billed to CLIENT during the term of this agreement shall not exceed **\$45,000.00** with out prior approval by CLIENT. CONSULTANT shall prepare invoices in accordance with CONSULTANT’s standard invoicing practices and shall submit such invoices to CLIENT on or about the 30th day of each month or such other date as mutually agreed to by both parties. Invoices shall be accompanied by all supporting documentation reasonably requested by CLIENT. CLIENT shall pay each invoice properly submitted by and due CONSULTANT within twenty days after the date of approval by City Board of such invoice. For any invoices not timely paid or disputed in good faith, CONSULTANT may charge CLIENT interest per month at a rate equal to the lesser of 1.5% of such unpaid invoice amount or the highest rate permitted under applicable laws. In addition, CLIENT shall pay any and all collection agency and legal fees incurred by CONSULTANT in connection with collecting payment of any invoice. In the event of any suspension or termination of this Agreement, CONSULTANT shall be entitled to invoice CLIENT and shall be paid in accordance with

Exhibit A for the Services performed and reimbursable expenses incurred through the effective date of suspension or termination.

6. Suspension of Services. In the event (i) CLIENT is in breach of its payment obligations of Section 5 or is otherwise in material breach of this Agreement, (ii) CONSULTANT in good faith believes that CONSULTANT is being requested or ordered by CLIENT to furnish services contrary to CONSULTANT's responsibilities as a licensed design professional, or (iii) hazardous materials are discovered on or about the project site or any adjacent areas that may affect the performance of the Services, CONSULTANT shall have the authority to suspend the Services upon five days' prior written notice to CLIENT. If CLIENT does not cure such breach within such five days, CONSULTANT may suspend the Services until such time as CLIENT cures the breach to CONSULTANT's satisfaction. If CLIENT fails to cure the breach that caused the suspension within thirty days from the first day of such suspension, CONSULTANT may terminate this Agreement upon giving written notice to CLIENT.

7. Termination by Either Party. Except for a breach of CLIENT's payment obligations hereunder (the remedy for which is set forth in Section 6), if either party breaches a material provision of this Agreement through no fault of the other party and fails to cure such breach within thirty days after receiving written notice of the breach from the nonbreaching party, the nonbreaching party may terminate this Agreement upon notice to the breaching party. The right to terminate under this Section shall be in addition to, and not in lieu of, all other rights and remedies the nonbreaching party may have at law or in equity.

8. Force Majeure. Except as to CLIENT's payment obligations hereunder, if any default or delay occurs which prevents or materially impairs a party's performance and is due to a cause beyond the party's reasonable control, and provided that the default or delay is not caused by the fault of such party, including but not limited to an act of God, flood, fire, explosion, earthquake, war, terrorism, revolution, civil commotion, blockade or embargo, the affected party shall promptly notify the other party in writing of such cause and shall exercise diligent efforts to resume performance under this Agreement as soon as possible. Neither party will be liable to the other party for any loss or damage due to such cause. Either party may terminate this Agreement because of such default or delay upon thirty days prior written notice to the other party if the default or delay has existed for 90 days and is continuing at the end of the thirty day notice period.

9.

11. Non-Binding Mediation. If a good faith effort to resolve a dispute on terms satisfactory to both parties is unsuccessful, CLIENT and CONSULTANT shall submit the dispute to non-binding mediation unless the parties mutually agree otherwise.

12. Governing Law. The parties agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Mississippi.

13. Total Agreement; Amendments; Assignment. This Agreement, together with the exhibits attached hereto and permitted amendments, constitutes the entire agreement between CLIENT and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended by a duly executed written instrument signed by all parties involved. Neither party shall transfer or assign any rights under or interest in this Agreement without the prior written consent of the other party. CONSULTANT's use of subconsultants shall not be considered an assignment for purposes of this Agreement.

14. Independent Contractors. The relationship of the parties is that of independent contractors and neither party will incur any debts or make any commitments for the other party except to the extent

expressly provided in this Agreement. Nothing in this Agreement is intended to create or will be construed as creating between the parties the relationship of joint venturers, co-partners, employer/employee or principal and agent.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date:

CLIENT:

CONSULTANT:

(Name of CLIENT)

HDRICA ENGINEERING, INC.
(Name of CONSULTANT)

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Address)

(Address)

EXHIBIT A

Scope of Services Traffic Engineering Support Services, and Traffic Signal Maintenance Services

General

The following describes the activities under this agreement to be performed by HDR|ICA Engineering at the discretion of the City of Oxford. In general, these services include professional Traffic Engineering services and qualified Traffic Signal Maintenance Services related to the design, operation and maintenance of traffic control devices with special emphasis on traffic signals and electric traffic control devices.

Traffic Engineering Support Services may include but are not limited to the following activities:

- Traffic Signal Design and Specifications
- Traffic Signal Timings
- Traffic Signal System Timings
- Other traffic control device design and specifications, including ITS components
- Special traffic investigations
- Review of “third party” traffic signal plans as the City’s *agent*
- Review of Traffic Impact Plans as an *advisor* to the City, as required
- Review of the traffic aspects of Site Plans as an *advisor* to the City, as required
- Any other Traffic Engineering service the City may require.

Traffic Signal Maintenance Services may include but are not limited to the following activities:

- Preventative Maintenance
- Asset Inventory
- Routine Inspection
- “Call-out” maintenance and troubleshooting assistance
- Construction and maintenance assistance, as required
- Service life assessment of assets and assistance in programming replacements and upgrades

Traffic Engineering Support Services

The services included in this agreement are a general continuation of the services currently provided by HDR|ICA. In the general description of these services, three classes of service are described. These are:

- general professional traffic engineering services,
- acting as the City Engineer’s *agent*, when so designated, for review of traffic signal and traffic control device design by “third party” designers, and
- acting as the City Engineer’s *advisor*, when requested, in matters regarding traffic in matters of land development and land use.

The above services will be provided at the discretion and with consent and approval of the City Engineer. Additionally, HDR|ICA will assist the City as required in traffic engineering matters related to City roadway construction, upgrade or restoration of traffic signals or other traffic control devices. HDR|ICA will provide the City of Oxford with any and all services normally associated with a municipal traffic engineering agency, as the City may require.

Traffic Signal Maintenance Services

This agreement includes all the types of maintenance services and technical services current provided by HDR|ICA with the addition of routine preventative maintenance, inventory and assessment of field and spare equipment, routine inspection and other “on-call” maintenance services as the City may

require. This agreement defines specific maintenance tasks that will be performed automatically and routinely as long as this agreement is in effect. These specific tasks are:

- Preventative Maintenance – This is an annual activity. Once per year, each installation is inspected, cleaned and filters replaced. Each component of the installation including electronic control equipment, signal heads and supporting structures are inspected for unusual signs of wear or impact. Any on-site maintenance to bring signal timing and operation in accordance with plans will be performed. Maintenance actions required from situations found in the field that will exceed the means available to the technician will be reported to the City for further action. Records of maintenance actions, if any, will be created.
- Asset Inventory - On the initial Preventative Maintenance inspection, an inventory of assets at each intersection will be conducted and maintained thereafter. Additionally, an inventory of assets on hand will be included.
- Routine Inspection – Between Preventative Maintenance actions, each signal installation will be given a bi-monthly inspection. Signal timing and operation in accordance with plans will be assured. Maintenance actions required from situations found in the field that will exceed the means available to the technician will be reported to the City for further action. Records of maintenance actions will be created.
- “Call-out” maintenance and troubleshooting assistance - HDR|ICA will provide technical assistance on an “on-call” basis as required. The nature of these services varies, depending on the needs of the City. Sometimes, a telephone conversation has been sufficient. HDR|ICA technicians will provide “on site” and “hands on” assistance, as needed.

2. The compensation to be paid to CONSULTANT for providing the Services shall be as follows:

Hourly Rates	Rate
Senior Engineer	\$182.00
Engineer - PE	\$130.00
Engineer - EI	\$90.00
Signal Technician	\$120.00

Equipment	Rate
Mileage	\$0.54/mile
Bucket Truck	\$40.00/ hour

The above rates are applicable from July 1, 2016 thru June 30, 2017. Upon renewal of this agreement, the scope of services, personnel classifications included under the agreement and hourly rates may be adjusted to match the experience of the first year. Hourly rate increases, if any, will not exceed 5%

In addition, CLIENT shall reimburse CONSULTANT for all costs reasonably incurred by CONSULTANT in the performance of the Services or other performance under this Agreement, including without limitation, costs of design materials, expenses associated with printing, copying, duplicating and disbursing any documents or drawings associated with the Services, and costs of travel to and from the project site and otherwise as required to perform the Services. Expenditures for electrical or other equipment required for maintenance of traffic control equipment will be approved in advance by the City before being eligible for reimbursement under this contract.