



COMPTON ENGINEERING, INC.

ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

December 16, 2021

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Biloxi, MS 39530

Phone: 228.432.2133
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comptonengineering.com

Mr. Michael Silverman, City Manager
City of Pascagoula
603 Watts Avenue
Pascagoula, MS 39567

Re: Proposal for Municipal Separate Storm Sewer System Annual Implementation

Dear Mr. Silverman:

Compton Engineering is pleased to present this proposal to provide professional services to aid the City in management and implementation of the City's Municipal Separate Storm Sewer System (MS4) Storm Water Management Plan (SWMP) in accordance with the terms of the National Pollutant Discharge Elimination System (NPDES) permit. The last permit cycle ended in 2021. MDEQ is currently revising the statewide permit and will issue re-coverage when that is complete. Until the new permit is issued, the MS4 participants will be operating under the existing permit.

For each year of the proposed contract, Compton will assist the City with implementation by aiding the City as needed with the tasks associated with each of the six minimum measures listed below:

- Public Education
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination
- Construction Stormwater Management (including coordination)
- Post Construction Stormwater Management
- Pollution Prevention and Good Housekeeping

To adequately address the City's stormwater management program, Compton proposes to hold a kickoff meeting upon project award in order to outline the tasks and prepare a schedule of tasks to be accomplished through out the year. All tasks will be scheduled using Outlook Calendar with notifications provided as prompts to begin or complete a task. Compton proposes that a monthly meeting or conference call be held to keep the City and Compton up to date on completed tasks and to ensure that documentation of required tasks is maintained.

Specific elements of the scope of work are detailed in the existing Management Plan and include, but are not limited to, the following:

- training of City employees, elected officials, and building contractors;
- helping the City identify and document opportunities for the public to be involved in stormwater activities that are designed to improve local water quality;
- training for construction site inspection of BMPs;
- conducting semi-annual inspections of water quality within the City; and
- assisting with other programmatic and administrative elements of the program.

PASCAGOULA

BILOXI

BAY ST. LOUIS

Compton will also act as a liaison for Pascagoula with the Mississippi Department of Environmental Quality when needed.

RE-COVERAGE

As mentioned above, the current 5-year permit expired February 28, 2021. When MDEQ sends the City of Pascagoula a re-coverage notice, the City will need to prepare the re-coverage package for submittal to the MDEQ, which is anticipated to be in early 2022. This will include a modification of the existing Stormwater Management Plan to ensure compliance with MDEQ requirements. This process will include preparation of a Notice of Intent (NOI) to MDEQ and submittal of these documents to MDEQ for review and approval. We also anticipate re-coverage requiring an update to the City's Stormwater Pollution Prevention Plan (SWPPP). This proposal does not include update of the current Plan for re-coverage. Compton will provide a separate proposal for assistance in preparing the re-coverage application upon request.

As a general practice, Compton Engineering will communicate with the City on a monthly basis to discuss the implementation activities and progress. This will also provide an opportunity to discuss any challenges and/or issues that may arise through the implementation process to allow the project team to address these issues in a timely manner.

FEE, SCHEDULE AND BILLING

The work will be provided on a monthly lump sum basis as outlined below, except as noted. All basic services will be completed and provided for a cost of \$1,700 /month for a period of twelve months unless otherwise approved in writing by Owner.

We will begin work upon authorization to proceed. Compton will bill monthly. Payment for our services 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).

Additional services requested by Owner may be added to the agreement upon receipt of written approval from Owner. Additional services can be provided for an agreed upon lump sum cost, or an hourly, not-to-exceed basis in accordance with the attached 2021 Rate Schedule (Exhibit B).

GENERAL TERMS AND CONDITIONS

This proposal, the General Terms and Conditions (Exhibit A), 2021 Rate Schedule (Exhibit B), represents the entire understanding between Owner 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 in the space provided and return a copy to us.

Compton Engineering appreciates the opportunity to present this proposal and looks forward to working with the City of Pascagoula on your stormwater management program. If you have any questions, please do not hesitate to call.

Sincerely,

COMPTON ENGINEERING, INC.

Lisa D. Morrison, RPG
Senior Geologist

Attachments

Accepted: City of Pascagoula

Signature: _____ Date: _____

Name/Title: _____

Designated Contact Person:

Compton Engineering Designated Contact Person:

Lisa D. Morrison Ph: (228) 432-2133

Scope of Work:

In general terms, the scope of work for ongoing implementation will include:

1. Complete and deliver each prior year Annual Report to MDEQ by the January deadline (e.g., 2021 Annual Report due by January 28, 2022). (Current contractor to complete the 2021 report due by January 28, 2022.)
2. Assist the City with the following Public Education measures:
 - Provide training to public officials and document their attendance.
 - Provide educational information for community outreach efforts.
 - Update stormwater materials for the City website.
3. Assist the City with the following Public Involvement measures:
 - Share and document opportunities to participate in local activities that are designed to improve local water quality (such as Coastal Cleanup and Hazardous Waste collection days).
 - Provide logistical support for community involvement activities as outlined in the most current Stormwater Management Plan.
 - Per the requirements of the Management Plan, the City participates in stormwater task force meetings with other local entities. Compton will facilitate a meeting of interested parties.
4. Assist the City with the following Illicit Discharge Detection and Elimination measures:
 - Conduct semi-annual dry weather screenings of conveyances for the presence of illicit discharges and other water quality concerns.
 - Review current ordinances to ensure compliance with MDEQ recommendations.
 - Provide training to employees on the identification of and elimination procedures for illicit discharges and illegal connections.
 - Assist in updating storm sewer mapping for the City of Pascagoula.
5. Assist the City with the following Construction Stormwater measures:
 - Provide training to permitting and inspection staff on the latest policies, ordinances, and inspection procedures for effective construction stormwater monitoring.
 - Provide developer/contractor training materials.
 - Review current ordinances to ensure compliance with MDEQ recommendations.
 - Assist processing and review of submitted stormwater plans.

6. Assist the City with the following Post Construction Stormwater measures:
 - Aid the City in development of post construction correspondence to property owners who have permanent stormwater BMPs at their properties.
 - Review current ordinances to ensure compliance with MDEQ recommendations.
 - Update and Maintain Post-Construction Database as new facilities are built.
 - Provide training to municipal employees on post-construction BMP inspection procedures.

7. Assist the City with the following Pollution Prevention measures:
 - Provide training to municipal employees based on the Stormwater Pollution Prevention Plan and spill prevention and response plans.
 - Conduct inspections of municipal facilities identified in the Stormwater Pollution Prevention Plan.

EXHIBIT A

GENERAL TERMS AND CONDITIONS

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.
2. **Responsibility of the Engineer.** Engineer will strive 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. 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.

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 so as not to delay the services of the Engineer.
4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in 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.
 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. Any reuse, without written verification or adaption by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.
 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 by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
 9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
 10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.
 11. **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. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work 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. Client will reimburse Engineer for the costs of such suspension and remobilization.

12. **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. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
13. **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.
14. **Indemnification.** Engineer 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 Engineer.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligency (including that of third parties) which caused the personal injury or property damage.

15. **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.
16. **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.

17. **Insurance.** Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with maximum limits of \$500,000/\$1,000,000; automotive liability with maximum limits of \$500,000/\$500,000; and professional liability insurance with an annual limit of \$500,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverages identified above.

18. **Information Provided by the Client.** The Engineer 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 the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.

19. **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.

20. **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.

21. **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. As long as Engineer provides services 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, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.

22. **Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be done upon receipt of the invoice. If payments are delinquent after 45 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment for Engineer's services is not contingent on any factor except Engineers ability to provide services 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.
23. **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.
24. **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.
25. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
26. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Client.
27. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
28. **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
2021

<u>Labor Classification</u>	<u>Hourly Rate</u>
Engineer Principal.....	\$ 185.00
Senior Project Engineer	\$ 155.00
Project Engineer.....	\$ 135.00
Engineer Intern.....	\$ 105.00
Environmental Specialist.....	\$ 110.00
Senior Project Manager.....	\$ 140.00
Project Manager.....	\$ 120.00
Senior Design Technician.....	\$ 95.00
Design Technician	\$ 85.00
Resident Project Representative	\$ 85.00
Business Manager	\$ 100.00
Administrative Assistant.....	\$ 60.00
Professional Land Surveyor.....	\$ 130.00
Senior Survey Technician with Equipment	\$ 150.00
Two-Man Survey Crew with Equipment.....	\$ 175.00
Survey Technician	\$ 65.00
Survey Crewman.....	\$ 50.00
Drone with Operator (minimum rate up to 90 minutes)	\$ 200.00
* Hourly rate after 90 minutes.....	\$ 70.00