

**TASK ORDER No. 040**  
**CITY OF PASCAGOULA GENERAL SERVICES CONTRACT**

**PROJECT NAME: City Hall Water Intrusion Investigation**

Owner to identify desired services:

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Concept Plan          | <input type="checkbox"/> Conceptual Opinion of Cost    | <input type="checkbox"/> Phase I ESA                        |
| <input type="checkbox"/> Phase II ESA          | <input type="checkbox"/> Phase III ESA                 | <input type="checkbox"/> Wetlands Delineation               |
| <input type="checkbox"/> Wetlands Permitting   | <input type="checkbox"/> Cultural Resource Survey      | <input type="checkbox"/> SWPPP Preparation                  |
| <input type="checkbox"/> Topographic Survey    | <input type="checkbox"/> Boundary Survey               | <input type="checkbox"/> Preliminary Plat                   |
| <input type="checkbox"/> Final Plat            | <input type="checkbox"/> Elevation Certificate         | <input type="checkbox"/> Easement/ROW Exhibits              |
| <input type="checkbox"/> Civil Design          | <input type="checkbox"/> Structural Design             | <input type="checkbox"/> Electrical Design                  |
| <input type="checkbox"/> Mechanical Design     | <input type="checkbox"/> Architectural Design          | <input type="checkbox"/> Landscape Architecture             |
| <input type="checkbox"/> Contract Docs for Bid | <input type="checkbox"/> Contract Docs for quote       | <input type="checkbox"/> Design Documents only              |
| <input type="checkbox"/> Bid Administration    | <input type="checkbox"/> Construction Admin.           | <input type="checkbox"/> RPR Services                       |
| <input type="checkbox"/> Record Drawings       | <input type="checkbox"/> O&M Manuals                   | <input type="checkbox"/> Warranty Inspection                |
| <input type="checkbox"/> Study / Report        | <input type="checkbox"/> Grant Application Preparation | <input checked="" type="checkbox"/> Other (described below) |

Owner's General Description of Project: Assessment of water intrusion at City Hall.

**DETAILED SCOPE OF WORK, SCHEDULE AND COST:**

Consultant to provide detailed proposed scope of work, with any applicable associated milestones, dates, and costs associated with phases of work:

Proposed Scope of Work: Provide a visual evaluation of the property as it relates to water intrusion, provide infrared imaging and moisture readings, where deemed necessary, at accessible areas for data comparison with the evaluation, and miscellaneous consulting as requested.

Timeline and Milestones: The assessment will be completed in one day.

Cost and Method of Compensation (Lump Sum or Hourly Rates): The assessment will be provided for a lump sum fee of \$2,800, miscellaneous consulting will be provided at \$175.00/hour, and lift rental will be invoiced at cost plus 10%.

\_\_\_\_\_ By initialing here, the Consultant agrees that the above described scope of work represents a complete scope of work consistent with the goals of the Owner and no additional tasks will be needed to accomplish the intent.

It is agreed that the above described work will be completed in accordance with the provisions of the General Services Consulting Contract dated December 18, 2018.

CITY OF PASCAGOULA:

CONSULTANT:

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: 9/12/2022 \_\_\_\_\_



## MOISTURE INTRUSION SOLUTIONS

475 Fentress Blvd. Suite A  
Daytona Beach, FL 32114  
1-844-446-6532

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September 9, 2022

Geoffrey Clemens  
Compton Engineering  
1969 Market Street  
Pascagoula, MS 39567  
Phone: 228.762.3970  
Mobile: 228.342.5352  
Email: [geoff@comptonengineering.com](mailto:geoff@comptonengineering.com)

Re: Consulting Services

Project: Joe D Cole Jr Municipal Building  
City Hall  
603 Watts Avenue  
Pascagoula, MS

Mr. Clemens,

Moisture Intrusion Solutions, LLC (MIS) is pleased to provide this proposal in response to your request to provide consulting services for the above referenced project.

This document is intended to serve as a Letter of Understanding and Services Agreement between Compton Engineering and Moisture Intrusion Solutions, LLC referred to throughout this agreement as (Client) and (MIS) respectively.

In order to confirm this tentative schedule, it is requested that this proposal by MIS be returned to our Corporate Office to the attention of Rebecca Rioux at [rrioux@consultmis.com](mailto:rrioux@consultmis.com) as acceptance of the conditions, fees, payment terms, and scheduling no later than the close of business two weeks prior to services rendered. Every effort will be made by MIS to schedule the services to accommodate Compton Engineering.

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Nashville | Orlando | Phoenix | Raleigh-Durham | Tampa | Washington DC  
[ConsultMIS.com](http://ConsultMIS.com)

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## Scope of Work

MIS is being retained to act as a third-party independent exterior envelope consultant and provide consulting services as it relates to the exterior envelope.

- MIS will provide a visual evaluation of the property as it relates to water intrusion reported by the client.
- MIS will provide infrared imaging and moisture readings, where deemed necessary, at accessible areas for data comparison with the evaluation.
- MIS will include miscellaneous consulting at the request of the client.

## Fee Schedule

- MIS will invoice Client Two Thousand Eight Hundred Dollars (\$2,800\*) for the one-day evaluation, including report.
- MIS will invoice Client One Hundred Seventy-Five Dollars (\$175) per hour for miscellaneous consulting.
- Lift Rental will be invoiced at cost plus 10%.

\*These fees include travel expenses.

**Additional Services:** If any additional or special services are required by Client, these services can be established through issuance and execution of a new proposal or a Change Order.

## Terms and Conditions

**Installations of Products** - MIS is to be held harmless for the installation of any products and/or systems that are non-compliant per the manufacturer's written instructions.

**Waterproofing Details** - Should MIS provide a waterproofing detail for an as-built condition, it should not be installed and will not be considered a construction document until approved by the Architect of Record through an RFI or submittal.

**Additional Services** - If any additional or special services are required by Client, these services shall be set forth in a new proposal satisfying all applicable and appropriate requirements including a separate schedule of fees (Change Order).

**Compensation** - Client will pay MIS for services and expenses in accordance with the proposal. MIS will submit periodic invoices to Client together with reasonable supporting documentation requested by Client and a final bill upon completion of its services. Unless otherwise agreed in writing, there shall be no retainage. Payment is due within thirty (30) days regardless of whether Client has been reimbursed by any other party. MIS may suspend work, withhold reports and vacate the site without liability if payment is not received. Client will indemnify MIS

## MOISTURE INTRUSION SOLUTIONS

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for all claims concerning the suspension of work for nonpayment regardless of whether the claims are by the Client, someone claiming through the client, or by a third party. Client agrees to pay MIS' attorney's fees, and all other costs incurred in collecting past due amounts.

**Standard of Care** - MIS' services as defined by this proposal shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by the consulting profession currently providing similar services under similar circumstances at the time the services were provided. Client agrees to give MIS written notice within one (1) year of any breach or default under this section and to provide MIS a reasonable opportunity to cure such breach or default, without the payment of additional fees to MIS, as a condition precedent to any claim for damages.

**Construction Techniques** - MIS shall not be responsible for health and safety procedures, construction means, methods, techniques, sequences, or procedures, nor be responsible for the acts or omissions of contractors or other parties on the site. As the Exterior Envelope Consultant for the project, MIS is to be held harmless for misapplication of the products and/or systems by the Contractor or Subcontractors.

**Field Testing** – All accredited field testing is conducted by Moisture Intrusion Solutions, Inc. (MIS) d/b/a National Testing Services (NTS) under lab 713. MIS/ NTS lab 713 is an ISO 17025 accredited laboratory, which includes associated and accredited field testing. Reports including field testing will include reference to MIS and NTS.

**Cancellation Policy** - Scheduling of any services relating to water testing on projects are based on the assumption that the areas to be tested are complete and ready for testing, including installation of all glazing, internal framing seals, gaskets, face caps and perimeter sealant joints. All applied sealants at the test area must be adequately cured for a period specified by the sealant manufacturer. It is the responsibility of the Client or Client's on-site representative to confirm within 72 hours prior to the testing start time that the test areas are complete and ready to test. If not cancelled more than 48 hours ahead of the scheduled test, or if we find upon arrival that the test areas are not fully ready for testing as described above, a minimum charge of \$1,500 will be invoiced to the client. Testing cannot be performed in inclement weather, nor when the temperature is below freezing.

**Force Majeure** - Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the reasonable control of the other party or its employees and agents.

**MIS and Client Indemnification** - MIS shall indemnify and hold harmless Client against claims, demands, and lawsuits, to the extent arising out of or caused by the negligence or willful misconduct of MIS or subcontractor retained by MIS, in connection with activities conducted in the performance of the Services.

The Client shall indemnify and hold harmless MIS from and against claims, demands, and lawsuits, to the extent arising out of or caused by Client's breach of this Agreement or the negligence or willful misconduct of the Client or other contractors retained by Client in connection with activities conducted in the performance of the Services.

If a dispute arises between the parties resulting in litigation, the prevailing party shall be entitled to recover all reasonable costs incurred. Client agrees that all indemnifications granted to MIS shall also be granted to those subcontractors retained by MIS for the performance of the Services.

## **MOISTURE INTRUSION SOLUTIONS**

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**Termination of Contract** - This Agreement may be terminated by either party upon seven (7) days written notice provided that any incomplete or unfinished service will remain in effect until completed, unless otherwise agreed to in writing. In the event of termination or suspension, by the Client, MIS shall be paid for Services performed prior to the termination date.

**Limit of Liability** – MIS’ total liability for all claims or causes of action of any kind, including, but not limited to, negligence, bodily injury or property damage, breach of contract or warranty shall not exceed amounts recoverable from insurance for General Liability, Auto and Workers Compensation and three times total fee collected under this agreement for Professional Liability.

**Additionally Insured** - MIS and Client agree that MIS’ Commercial General Liability Policy and its Commercial Business Automobile Liability policy shall contain an endorsement naming Client as additional insureds. If requested, MIS will provide a certificate of insurance demonstrating that Client is listed as an additional insured, as acknowledged by this agreement.

**PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, NO  
INDIVIDUAL EMPLOYEE OR AGENT OF MIS/NTS MAY BE HELD  
INDIVIDUALLY LIABLE FOR NEGLIGENCE FOR ANY SERVICES  
PROVIDED TO CLIENT UNDER THIS CONTRACT.**

**Issued By:**  
**Chris Damiano –**  
**Forensic Investigations Manager**  
**Moisture Intrusion Solutions, LLC**

**Authorized By:**  
**Shawn Ferris- Chief Operating Officer**  
**Moisture Intrusion Solutions, LLC**

**Authorized By:**  
**Compton Engineering**  
**(Person authorized to execute contracts)**

**BY:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_