Department of Engineering Dan Gaillet, P.E., County Engineer 3137 South Liberty Street, Canton, MS 39046 Office (601) 790-2525 FAX (601) 859-3430

MEMORANDUM

May 16, 2019

To: Sheila Jones, Supervisor, District I

Trey Baxter, Supervisor, District II Gerald Steen, Supervisor, District III David Bishop, Supervisor, District IV Paul Griffin, Supervisor, District V

From: Dan Gaillet, P.E. County Engineer

Re: Garver, LLC

Oakfield Boulevard Drainage Project

The Engineering Department is recommending the Board hire Garver, LLC to provide design engineering services for Oakfield Boulevard Drainage Project, for a fee not to exceed \$14,950.

•			



WORK ORDER NO. 1 Madison County Board of Supervisors Madison County, Mississippi Project No. 19T30002

This WORK ORDER is made by and between the MADISON COUNTY BOARD OF SUPERVISORS of Madison County, Mississippi hereinafter referred to as "Client," and GARVER, LLC, hereinafter referred to as "GARVER", in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on February 6, 2017.

Under this Work Order, the Client intends to make the following improvements for Oakfield Boulevard at White Oak and Whitney's Ridge Subdivisions:

GARVER will provide professional services related to these improvements as described herein.

SECTION 1 - SCOPE OF SERVICES

We understand that you want GARVER to provide survey and design services as well as assisting the Client with bidding services for the Oakfield Boulevard at White Oak and Whitney's Ridge Subdivisions based on the **Site 5: Oakfield Blvd Mitigation Alternative "C"** as described in the Little Bear Creek Watershed Evaluation prepared by Mendrop Engineering Resources, LLC. More specifically, GARVER will provide construction plans to clear overgrown vegetation and willow trees in the tributary upstream and downstream of the Boulevard; regrade the roadside ditch on the south side of Oakfield Boulevard to lower the profile and provide more hydraulic capacity; raise the finished grade profile of Oakfield Boulevard to minimum elevation 281.0 feet; and replace the two (2) existing 51"x31" reinforced concrete arch pipes with a 8'x6' aluminized box culvert. Topographic surveys are included as part of this contract.

Excluded from this Work Order is Right-of-Way/Easement Acquisitions, Utility Relocation, Environmental Permitting and Construction Engineering and Inspection Services.

SECTION 2 - PAYMENT

For the work described under SECTION 1 - SCOPE OF SERVICES, the Client will pay GARVER on an hourly rate basis. The Client represents that funding sources are in place with the available funds necessary to pay GARVER.

The table below presents a summary of the fee amounts for this contract.

WORK DESCRIPTION	FEE AMOUNT
Surveys	\$3,200.00
Final Design	\$10,100.00
Bidding Services	\$1,650.00
TOTAL FEE.	\$14,950.00



The Client will pay GARVER, for time spent on the project, at the rates shown in Appendix A for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to GARVER under this agreement is estimated to be \$14,950.00. The actual total fee may exceed this estimate. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix A with approximate current hourly rates for each employee classification. Underruns in any phase may be used to offset overruns in another phase as long as the overall contract amount is not exceeded.

The Client will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Client for the scope of services described in this agreement. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.

Additional Services (Extra Work). For work not described or included in Section 1 – Scope of Services but requested by the Client in writing, the Client will pay GARVER, for time spent on the project, at the rates shown in Appendix A for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix A will be increased annually with the first increase effective on or about July 31, 2019.

SECTION 3 - APPENDICES AND EXHIBITS

3.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement: 3.1.1 Appendix A *(fee spreadsheets)*

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



Approval and acceptance of this Work Order, including attachments listed in SECTION 3 – APPENDICES AND EXHIBITS, shall incorporate this document as part of the Agreement. Garver is authorized to begin performance upon receipt of a copy of this Work Order signed by the Client. The effective date of this Work Order shall be the last date written below.

MADISON COUNTY BOARD OF SUPERVISORS	GARVER, LLC
By:	By: Alather
Name: Printed Name	Name: Name: Name Name
Title:	Title: Sentor Project Monzew
Date:	Date: May 15 th, 2019
Attest:	Attest: New Muck