


Department of Engineering  
Dan Gaillet, P.E., County Engineer

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MEMORANDUM

June 12, 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  
Yandell Road Drainage Improvements  
Madison Crossing Elementary and Kemper Creek Subdivision

The Engineering Department is recommending the Board hire Garver, LLC to provide design engineering services for Yandell Road Drainage Improvements at Madison Crossing Elementary and Kemper Creek Subdivision, for a fee not to exceed \$27,150.



**WORK ORDER NO. 2  
Madison County Board of Supervisors  
Madison County, Mississippi  
Project No. 19T30003**

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 Yandell Road at Madison Crossing Elementary and Kemper Creek Subdivision.

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 Yandell Road at Madison Crossing Elementary School and Kemper Creek Subdivision drainage improvements based on the **Site 2: Yandell Road at Madison Crossing Elementary Mitigation Alternative "B"** and **Site 4: Kemper Creek Subdivision Mitigation Alternative "B"** as described in the Little Bear Creek Watershed Evaluation prepared by Mendrop Engineering Resources, LLC. Topographic surveys are included as part of this contract.

At Yandell Road, Garver will provide plans to clear sediment deposition and vegetation at the inlet and outlet of the existing box culvert and provide drainage improvements to reduce overtopping Yandell Road in the vicinity of Madison Crossing Elementary.

At the Kemper Creek Subdivision site, Garver will provide plans to excavate spoil material from the left descending channel overbank north of the existing Kemper Creek Subdivision stormwater detention basin and provide a channel transition along the right bank immediately upstream of Smith-Carr Road to improve the hydraulic entrance into the existing culverts. Downstream of Smith-Carr Road, the channel will be widened along the top bank on both sides to provide additional capacity. Channel widening will extend approximately 800-ft downstream of Smith-Carr Road

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.

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

WORK DESCRIPTION	FEE AMOUNT
Surveys	\$7,800.00
Final Design	\$15,900.00
Bidding Services	\$3,450.00
TOTAL FEE	\$27,150.00

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 **\$27,150.00**. 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: \_\_\_\_\_  
*Signature*

By: Steven L. Haynes  
*Signature*

Name: \_\_\_\_\_  
*Printed Name*

Name: Steven L. Haynes  
*Printed Name*

Title: \_\_\_\_\_

Title: Sr. Project Manager

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

Date: 29 May 2019

Attest: \_\_\_\_\_

Attest: Wayne Bach