

Department of Engineering  
Tim Bryan, P.E., County Engineer

3137 South Liberty Street, Canton, MS 39046  
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MEMORANDUM

June 29, 2020

To: Sheila Jones, Supervisor, District I  
Trey Baxter, Supervisor, District II  
Gerald Steen, Supervisor, District III  
Karl Banks, Supervisor, District IV  
Paul Griffin, Supervisor, District V

From: Tim Bryan, P.E.  
County Engineer

Re: General Services Agreement  
Waggoner Engineering

The Engineering Department is requesting that the Board approve the General Services Agreement for Waggoner Engineering.

**GENERAL SERVICES AGREEMENT  
BETWEEN  
MADISON COUNTY BOARD OF SUPERVISORS  
AND  
WAGGONER ENGINEERING, INC.**



This **GENERAL SERVICES AGREEMENT** (this “Agreement”) is made by and between:

Name: Madison County Board of Supervisors  
Address: 146 W Center Street, Canton, MS 39046  
Telephone: 601-859-8241  
Representative: Supervisor Gerald Steen, President of the Board ,

(referred to in this Agreement as “Client”)

**AND**

Name: Waggoner Engineering, Inc.  
Address: 143A LeFleurs Square, Jackson, MS 39211  
Telephone: 601-355-9526  
Representative: Hunter Arnold, PE, Vice President

(referred to in this Agreement as “Waggoner”), in connection with General Professional Services, (the “Project”), effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”).

In consideration of the mutual covenants and promises set forth in this Agreement, Client and Waggoner agree as follows:

1. **SERVICES.** Owner desires to engage Waggoner to perform or furnish professional engineering or other requested services of the type described generally in Exhibit A attached to this Agreement (“Services”). Services will be provided by Waggoner upon receipt of individual task orders issued by Owner (a form of which is attached as Exhibit C). Client may request Waggoner to perform additional services not described in a Task Order (“Additional Services”). Unless agreed otherwise by Waggoner, Client shall compensate Waggoner for Additional Services on an hourly basis using the rates attached to this Agreement as Exhibit B. Waggoner reserves the right to require written authorization by Client prior to performing any Additional Services.
  - (a) **Standards of Practice.** Waggoner will perform the Services described in each Task Order in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Waggoner makes no other representation or warranty regarding its Services. Client may not infer any additional or different representation or warranty by Waggoner from any report, opinion, document or other communication made by or on behalf of Waggoner.

- (b) **Changes in Scope of Services.** The Scope of Services described in each Task Order is based on facts known at the time of execution of the Task Order, including, if applicable, information supplied by Client. For some projects involving conceptual or process development services, the Scope of Services may not be fully defined at the time of execution of the Task Order. As the Services progress, facts discovered may indicate the need for changes to the Scope of Services. Changes in the Scope of Services will result in a change in agreed upon compensation if the change in Scope of Services changes the amount of work or expertise required of Waggoner.

**2. COMPENSATION.**

- (a) Client shall compensate Waggoner for the Services provided under each Task Order in the amount and in the manner provided by the Task Order. Client shall also reimburse Waggoner for all reasonable expenses incurred in the performance of the Services, to include printing, travel, lodging and subsistence, and equipment use in accordance with Exhibit B.
- (b) Waggoner will invoice Client monthly based upon the work completed during the billing period, and Client shall pay Waggoner within 30 days after receipt of Waggoner's monthly invoice. Waggoner will submit a separate invoice for each Task Order. Any invoice not paid within forty-five days of receipt shall bear interest at the rate of 1.5% per month in accordance with MISS. CODE ANN. § 31-7-305.
- (c) Waggoner reserves the right to modify its Hourly Rate Schedule as of January 1 of each year that the Agreement is in effect.

**3. TERM OF AGREEMENT; SCHEDULE OF PERFORMANCE.**

- (a) This Agreement shall be effective as of the Effective Date and shall continue, unless sooner terminated in accordance with the provisions of this Agreement, for a period of one calendar year. Unless terminated in accordance with the provisions of this Agreement, this Agreement will automatically renew on each anniversary of the Effective Date for a successive period of one calendar year. Expiration or termination of this Agreement shall have no effect on the Services to be provided under a particular Task Order unless the Task Order is also terminated.
- (b) The schedule for performance of Services under each Task Order shall be set forth in the Task Order. In the event of any delays in performance of the Services to be provided under any Task Order through no fault of Waggoner, Waggoner shall be entitled to an equitable adjustment in compensation to address increased costs of performing the Services.

4. **CLIENT RESPONSIBILITIES.**

- (a) **Information/Reports.** Client shall furnish Waggoner with all applicable reports, studies, site characterizations, regulatory orders and similar information in its possession relating to the Services to be performed by Waggoner under each Task Order. Unless specified otherwise in a particular Task Order, in performing the Services, Waggoner may rely upon Client-furnished information without independent verification.
- (b) **Representative.** Client shall designate a representative who shall have authority to transmit instructions, receive information, interpret and define Client's policies and make decisions with respect to the Services performed or to be performed under each Task Order.
- (c) **Decisions.** Client shall provide all criteria and full information as to Client's requirements for the Services under each Task Order, obtain necessary approvals and permits (unless specified otherwise in the particular Task Order), attend project meetings, provide interim reviews on an agreed-upon schedule, make decisions as to project alternatives, and generally participate in the project to the extent necessary to enable Waggoner to performance the Services in a timely and efficient manner.
- (d) **Access.** Client shall provide Waggoner safe access to the project site and any other premises under Client's control necessary for Waggoner to perform or provide the Services described in each Task Order.
- (e) **Utilities and Other Underground Improvements.** Client shall furnish to Waggoner information identifying the type and location of any underground utilities or other underground improvements that affect the Services under any Task Order. As part of any design, testing or other Services that include ground penetrations, Waggoner will prepare one or more plans that show the locations intended for subsurface penetrations for Client's approval. Client agrees, to the fullest extent permitted by law, to waive all claims and causes of action against Waggoner and anyone for whom Waggoner may be legally liable for damages to underground improvements that result from subsurface penetrations shown on the plans submitted to Client for approval. Client further agrees, to the fullest extent permitted by law, to indemnify, defend and hold Waggoner and its subconsultants harmless from any damage, liability or cost, including reasonable attorneys' fees and defense costs, for any property damage, injury or economic loss arising or allegedly arising from subsurface penetrations in locations authorized by Client or from inaccuracy of information provided to Waggoner by Client, except for damages caused by the sole negligence of Waggoner in its use of Client-furnished information.

5. **OWNERSHIP OF INSTRUMENTS OF SERVICE.** Client acknowledges Waggoner's design and construction documents as instruments of professional service. All reports, plans, specifications, computer files, field data, notes and other documents and instruments

prepared by Waggoner as instruments of service shall remain the property of Waggoner. Waggoner shall retain all common law, statutory and other reserved rights, including the copyright thereto. Upon payment of all compensation due Waggoner, Client shall have a perpetual license to use all instruments of Waggoner's Services for the purposes contemplated by the Task Order under which they were prepared. Client shall not reuse or make any modification to any plans, specifications or other instruments of Waggoner's Services without the prior, written authorization of Waggoner. Client shall, to the fullest extent permitted by law, indemnify, defend and hold Waggoner harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the construction documents by Client or any person or entity that acquires or obtains the plans and specifications from or through Client without the written authorization of Waggoner.

**6. PROVISIONS APPLICABLE TO PARTICULAR TYPES OF SERVICES.**

**(a) Construction Observation.**

- (i) If Waggoner is retained to provide construction observation services as part of a Task Order, Waggoner shall visit the project site at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the contractor's work is proceeding in general accordance with the plans and specifications for the work. Unless specified otherwise in a Task Order, Waggoner will not make detailed inspections or provide exhaustive or continuous review and observation of any construction or other services provided by a third party. Waggoner does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier, or any other entity furnishing materials or performing any work for Client. Further, Client waives all claims against Waggoner arising from or in any way connected with errors, omissions, conflicts or ambiguities in any plans and specifications prepared by others. In addition, Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold Waggoner harmless from any damage, liability or cost, (including reasonable attorney's fees and defense costs), arising from any errors or omissions contained in the plans, specifications or other contract documents prepared by others.
- (ii) If the Scope of Services set forth in a particular Task order does not include observation or review of the performance by Waggoner of any construction or other third-party services, Client assumes all responsibility for interpretation of the plans, specifications and other contract documents and for construction observation and supervision and waives any claims against Waggoner that may be in any way connected thereto. Further, Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold Waggoner harmless from any loss, claim or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities.

(b) **Hazardous Materials.**

- (i) Unless the Scope of Services in any particular Task Order specifies otherwise, the Services do not include any services related to investigations for or abatement or remediation of hazardous or toxic materials (“Hazardous Materials”). In the event Waggoner or any other party encounters any Hazardous Materials at any project site, or should it become known in any way that Hazardous Materials may be present at the any project site or any adjacent areas that may affect the performance of the Services, Waggoner may, at its option and without liability for consequential or any other damages, suspend performance of the Services (in whole or in part) until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the Hazardous Materials.
- (ii) Client shall furnish or cause to be furnished to Waggoner all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any Hazardous Materials at or near each project site, and shall immediately transmit new, updated, or revised information as it becomes available. In no event shall Waggoner be required to sign a hazardous waste manifest or take title to any Hazardous Materials. Client shall have the obligation to make all spill or release notifications to appropriate government agencies.
- (iii) Client agrees that Waggoner neither created nor contributed to the creation or existence of any Hazardous Materials at any project site, and in consideration of the substantial risks to Waggoner posed by the presence or potential presence of Hazardous Materials, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Waggoner, its officers, directors, employees, agents, and independent consultants from all claims and losses, including reasonable attorneys’ fees and defense costs, arising out of, or in any way connected with or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under or about any project site (whether by Client, any predecessor in title or any third party) or any employees, agents, contractors or subcontractors of Client or any persons at any time occupying or present on the project site.

- (c) **Testing and Observation.** If the Scope of Services in a Task order specifies any testing of materials, Waggoner will provide test results and opinions based on tests and field observations only for the work actually tested. Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Client is responsible (even if delegated to contractor) for requesting any additional testing services that Client deems appropriate for the Project beyond that provided in the Scope of Services. Waggoner’s performance of testing and observation services shall not relieve Client’s contractor in any way from its responsibility for defects in its work or create a warranty or guarantee by

Waggoner. Waggoner will not supervise or direct the work performed by Client's contractor or its subcontractors, and neither any testing nor construction observation performed by Waggoner shall result in Waggoner being or becoming responsible for means and methods of construction.

(d) **Testing Laboratory Services.** All laboratory testing services will be performed by a third party. Client understands that Waggoner may not be knowledgeable in the procedures of the testing laboratory's services and will not rely upon Waggoner to verify the quality or accuracy of the testing laboratory's reports. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold Waggoner harmless from any damage, liability, or cost, (including reasonable attorney's fees and defense costs), arising from any services performed by the testing laboratory, except only those damages, liabilities or costs caused by the sole negligence or willful misconduct of Waggoner.

(e) **Sample Disposition Upon Completion of Testing.** Unless specified otherwise in a particular Task Order, material samples will be considered consumed in testing and will be disposed of upon completion of the tests.

7. **INSURANCE.** Throughout the term of this Agreement, Waggoner shall maintain the following minimum insurance coverages:

(a) Workers' compensation insurance in such amounts as may be required under the laws of the State of Mississippi.

(b) Comprehensive general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

(c) Automobile liability insurance with a combined single limit of not less than \$1,000,000.

(d) Professional liability insurance in an amount of not less than \$1,000,000 annual aggregate, on a claims-made basis.

At Client's request, Waggoner shall add Client as an additional insured under Waggoner's automobile liability and general liability policies, but only with respect to the Services.

8. **TERMINATION.** Either Client or Waggoner may terminate this Agreement or any Task Order at any time with or without cause upon giving the other party seven (7) calendar days prior, written notice. Client shall pay Waggoner for all Services performed and all costs incurred up to the date of termination within thirty (30) calendar days of the date of termination.

9. **DISPUTE RESOLUTION.** The parties agree to attempt to settle any disputes arising under this Agreement or any Task Order in an amicable manner through discussions between the parties' senior management representatives. If a dispute cannot be resolved in this manner within a reasonable parties of time, the parties agree to submit the matter to non-binding mediation prior to filing any legal proceedings. Mediation shall be conducted

in accordance with the mediation Rules of the American Arbitration Association with the parties sharing the cost of the mediator(s) equally. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs (including reasonable attorneys' fees and expenses, costs of investigation and other costs of litigation) from the other party.

10. **LIMITATION OF LIABILITY.** Waggoner's liability under this Agreement shall be limited to injury or loss caused by the negligence, gross negligence or willful misconduct of Waggoner and its subcontractors in the performance of the Services. In no event shall Waggoner's liability exceed the amount of compensation actually paid to Waggoner under this Agreement.
11. **CONSEQUENTIAL DAMAGES.** Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of the fault or whether it was committed by Client or Waggoner, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
12. **NOTICES.** Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, one business day after deposit with a nationally recognized overnight courier, delivery fees prepaid, or, if mailed, three business days after deposit in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown below:

Client: Madison County Board of Supervisors  
146 W Center Street  
Canton, MS 49046  
Telephone: 601-859-8241

Waggoner: 143-A LeFleur's Square  
Jackson, Mississippi 39211  
Telephone: (601) 355-9526

Attention: Hunter T. Arnold, PE, Vice President

Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.



13. **GENERAL PROVISIONS.**

- (a) **Amendments.** This Agreement represents the complete agreement between Client and Waggoner with respect to the subject matter hereof and may only be amended, supplemented, modified or cancelled by a duly executed instrument executed by the party sought to be charged.
- (b) **Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Waggoner. Waggoner's Services under this Agreement are being performed solely for Client's benefit, and no other entity, including Client's contractors, shall have any claim against Waggoner because of this Agreement or the performance or nonperformance of any Services under this Agreement.
- (c) **Delays.** If events beyond the control of Client or Waggoner, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, Waggoner shall be entitled to an equitable adjustment in compensation.
- (d) **Safety.** Waggoner shall have no responsibility for or control over general job site safety of persons other than Waggoner employees.
- (e) **Construction Means, Methods, Techniques.** Waggoner shall not have any responsibility for or control over any contractors means, methods, techniques or sequencing of any work.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives effective as of the date set forth above.

**MADISON COUNTY BOARD OF SUPERVISORS WAGGONER ENGINEERING, INC.**

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

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

**Exhibit A**  
Waggoner Engineering, Inc.  
Scope of Work

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It is anticipated that professional services performed pursuant to this Agreement may include the following General Services, including:

1. General Consultation
2. Planning
3. Mapping
4. Exhibits Preparation
5. Reports
6. Schematic Drawings
7. Detailed Drawings
8. Construction Drawings
9. Construction Specifications
10. Opinions of Cost
11. Site Identification, Selection, Layout, & Design
12. Topography Surveys
13. Boundary Surveys
14. Spatial and Digital Ortho Mapping
15. Geographic Information Systems
16. Construction/As-Built Surveys
17. Project Conceptualization
18. Project Implementation, Approach, & Support
19. Coordination with Regulatory Agencies
20. Construction Administration & Review
21. Environmental Screening
22. Wetlands Evaluation
23. Sanitary Sewer Engineering & Design
24. Wastewater Treatment Facilities
25. Traffic Signalization
26. Geotechnical Engineering
27. Architectural Consultation
28. GIS Surveys
29. Structural Engineering
30. Flood Plain Analysis
31. Hydraulic/Hydrologic Engineering
32. Transportation Planning
33. Roadway Design
34. Stormwater Management
35. Mechanical & Electrical System Design
36. Commercial & Industrial Building Layout & Design
37. Structural Evaluation
38. Airport Planning & Design
39. Water Distribution Systems
40. Program Management

**Exhibit B**  
**WAGGONER ENGINEERING, INC.**  
**2020 BILLING RATES**

<b>EMPLOYEE CATEGORY</b>	<b>RATES</b>	
Sr. Principal	\$260.00	Per Hour
Principal	\$235.00	Per Hour
Sr. Discipline Manager	\$215.00	Per Hour
Discipline Manager	\$175.00	Per Hour
Sr. Project Manager	\$205.00	Per Hour
Project Manager	\$190.00	Per Hour
Sr. Project Engineer	\$180.00	Per Hour
Project Engineer	\$160.00	Per Hour
Engineer Intern	\$130.00	Per Hour
Graduate Engineer	\$125.00	Per Hour
Architect	\$160.00	Per Hour
Watershed Planner	\$140.00	Per Hour
Environmental Scientist	\$150.00	Per Hour
Designer	\$140.00	Per Hour
GIS Specialist	\$135.00	Per Hour
Administrative I	\$70.00	Per Hour
Administrative II	\$85.00	Per Hour
Technician Intern	\$95.00	Per Hour
Technician	\$110.00	Per Hour
Senior Technician	\$130.00	Per Hour
Construction Rep I	\$120.00	Per Hour
Construction Rep II	\$140.00	Per Hour
Survey Supervisor/ PLS	\$150.00	Per Hour
Survey Crew*		
One Man Robotic Total Station/GPS Crew	\$140.00	Per Hour
Two Man	\$160.00	Per Hour
Three Man	\$200.00	Per Hour
Four Man	\$240.00	Per Hour
Cadd/GIS Equipment	\$20.00	Per Hour
Four Wheeler	\$30.00	Per Day
IRS Current Standard Mileage Rate	Actual	

**WAGGONER ENGINEERING, INC.  
2020 BILLING RATES**

<b>REIMBURSABLE EXPENSES</b>		Actual Expense + 10%		
<b>PHOTOCOPIES</b>				
Copiers				
Black & White	Letter & Legal	\$	0.15	Per Copy
	11X17	\$	0.25	Per Copy
	12X18	\$	0.30	Per Copy
Color		\$	1.10	Per Copy
Plotters**				
Black & White	11x17	\$	4.00	Per Copy
	12x18	\$	4.50	Per Copy
	18x24	\$	9.00	Per Copy
	24x36	\$	18.00	Per Copy
Color	11x17	\$	15.60	Per Copy
	12x18	\$	18.00	Per Copy
	18x24	\$	36.00	Per Copy
	24x36	\$	72.00	Per Copy

*\*Survey crew rates include Total Stations with Data Collectors, Survey Vehicle, and Standard Survey Equipment.*

*\*\*Oversized or odd sized plots are billed at \$0.25/sq ft for black & white, and \$1.00.sq ft for color.*

**Per Diem:**

*When travel time exceeds one and one-half (1.5) hours per day each way, it shall be classified as an out of town project and per diem will be charged at the rate of \$90.00 per day per person, excluding areas that have been recently impacted by a natural disaster. Per Diem rates for said disaster areas shall be charged at the rate of \$150 per day per person.*

**Travel Time:**


*Time required to travel to and from a project site will be billed at the normal hourly rates.*

***The stated rates are effective from January 1, 2019 through December 31, 2020.***

***WEI reserves the right to adjust the hourly rates after December 31, 2020.***

**Exhibit C**  
Waggoner Engineering, Inc.  
Task Order Form

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<b>Task Order No.</b> <span style="background-color: #cccccc; padding: 0 5px;">Enter #</span>	
<b>Additional Pages Attached:</b> _____	
<b>Date of Task Order:</b> _____, _____	
<b>TASK ORDER TO THE GENERAL SERVICES AGREEMENT BETWEEN WAGGONER ENGINEERING, INC. AND MADISON COUNTY, MS BOARD OF SUPERVISORS</b>	

This Task Order to the General Services Agreement between Waggoner Engineering, Inc. and Madison County Board of Supervisors dated \_\_\_\_\_, 2020, is a part of, and is subject to all the terms and conditions of the Agreement unless specifically provided otherwise herein.

1. **Project Name:**
  
2. **Project Number:**
  
3. **Project Manager for Client:**
  
4. **Project Manager for  
Waggoner:**
  
5. **Method of Compensation:**
  
6. **Task Order Estimated  
Cost:**
  
7. **Scope of Work (see  
additional pages attached):**

8. **Schedule of Performance**  
(see additional pages  
attached):

9. **Approved Subconsultants:**

10. **Special Provisions:**

**IN WITNESS WHEREOF**, the parties hereto have caused this Task Order to be executed by their duly authorized Mrepresentatives effective as of the date set forth above.

**MADISON COUNTY BOARD OF SUPERVISORS WAGGONER ENGINEERING, INC.**

\_\_\_\_\_ SAMPLE \_\_\_\_\_

By: \_\_\_\_\_ SAMPLE \_\_\_\_\_

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

\_\_\_\_\_ SAMPLE \_\_\_\_\_

By: \_\_\_\_\_ SAMPLE \_\_\_\_\_

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