

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

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**MEMORANDUM**

October 27, 2021

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., PTOE  
County Engineer

Re: Supplemental Agreement #4, MSEG  
Reunion Parkway Phase 2

The Engineering Department is requesting approval of Supplemental Agreement #4 to the contract of MSEG for an amount not to exceed \$142,213.70 for additional design and CE&I services associated with the relocation of the 30" waterline serving Nissan.



**MISSISSIPPI ENGINEERING GROUP, INC.**

143-A LeFleurs Square  
Jackson, Mississippi 39211

Phone (601) 355-9518

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October 27, 2021

Honorable Karl Banks, President  
Madison County Board of Supervisors  
125 West North Street  
Canton, MS 392046

RE: Professional Services Agreement – Amendment #4  
Reunion Parkway, Phase 2  
30" Water Supply Line Relocation adjacent to Parkway East

Dear Supervisor Banks:

Thank you for your continued confidence in Mississippi Engineering Group, Inc. to satisfy your needs for professional engineering services for the Reunion Parkway Phase 2 Project. Our design effort for this phase of the project began in April 2020.

We have enclosed our Professional Services Amendment #4 for your consideration. This contract modification establishes the budget for additional Maps and Deeds services and the scope and budget to convert the design of the 30" Mississippi Major Economic Impact Authority (MMEIA) water line relocation into bid documents, contract documents, and provide Construction, Engineering, & Inspection services associated with the 30" water supply line relocation adjacent to Parkway East. This water line is currently located within the project limits of the new Reunion Parkway Phase 2 roadway improvements. The most feasible option identified has been to address the current location of the existing water line and relocate the water line to protect it from construction activity related to the roadway improvements prior to the roadway construction beginning.

Also included in this proposed Amendment, is the performance of a boundary survey, if required, for the proposed "swap parcel" related to the right of way acquisition for the Reunion Parkway Phase 2 project. The purpose of the boundary survey would be to swap land currently owned by St. Dominic Health Services, Inc., located on the East side of Interstate 55 (required for the Reunion Parkway right of way), with land currently owned by the Madison County Economic Development Authority, located on the North side of Industrial Drive/Parkway East. Upon being provided with a current title report, the boundary survey would be performed in compliance with the standards of land surveying as established by the Mississippi Board of Registration for Professional Engineers and Land Surveyors. Although the fees for the boundary survey are included in this Amendment, the survey shall not be performed without receiving a separate written authorization from Madison County and the contracted right of way acquisition agents.

This amendment will increase MSEG's contract amount by \$142,213.70 for a new contract amount of \$1,228,432.12. If this Amendment is acceptable to you, please sign all copies and return one (1) copy to us for our records.

Again, thank you for your confidence in Mississippi Engineering Group, Inc. and for this opportunity to be of service.

Sincerely,

Darion Warren, CFM  
Sr. Project Manager/Client Account Manager

**PROFESSIONAL SERVICES AGREEMENT – AMENDMENT #4**

PROJECT NAME: **Reunion Parkway, Phase 2  
30” Water Supply Line Relocation adjacent to Parkway East**

This Amendment is by and between

**Madison County Board of Supervisors**  
125 West North Street  
Canton, MS 392046

hereafter referred to as the “Client”, and

**Mississippi Engineering Group, Inc. (MSEG and Engineer)**  
143-A LeFleurs Square  
P.O. Box 12227  
Jackson, Mississippi 39236-2227

Who agree as follows:

WHEREAS, the Client and MSEG entered into a Professional Services Agreement dated January 21, 2020, and

WHEREAS, the Client and MSEG amended that Professional Services Agreement by Amendment #3 dated June 21, 2021, and

WHEREAS, additional parcels were identified along Bozeman Road that required the preparation of additional Maps and Deeds; and

WHEREAS, the client has requested that MSEG provide additional survey services if required related to the proposed land swap with St. Dominic Health Services, In; and

WHEREAS, the Client has requested that MSEG provide additional services for bidding & contracting phase services, and construction, engineering, & Inspection services during the construction phase of the relocation of the 30” water supply line that is adjacent to Interstate 55; and

WHEREAS, the relocation of this utility is in preparation for the roadway and bridge construction associated with the Reunion Parkway, Phase 2 I-55 Overpass and Roadway Connection from Bozeman Road to Parkway East and access ramps to Reunion Parkway that would provide a full interchange; and

NOW THEREFORE, both parties mutually agree as follows:

Amend Exhibit A – SCOPE OF WORK by adding the enclosed Scope of Work.

Amend and replace EXHIBIT B – COMPENSATION SCHEDULE, with the attached revised edition.

All other sections of the original Agreement not amended shall remain in full force and in effect for the duration of this amended period.

APPROVED FOR  
**Mississippi Engineering Group, Inc.**

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

Printed Name: Hunter Arnold, P.E.

Title: Sr. Vice President

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

APPROVED FOR  
**Madison County Board of Supervisors**

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

Printed Name: Karl Banks

Title: Board President

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

**EXHIBIT A SUPPLEMENT ISSUED BY AMENDMENT #4**  
**SCOPE OF WORK – SUPPLEMENT**  
**EXHIBIT A**

**A. BACKGROUND**

Mississippi Engineering Group, Inc. was requested to provide additional services in Amendment #2 related to the Reunion Parkway Phase 2 Project. The additional services included designing the relocation for approximately 4,800 LF of 30" water main. Design solution will accommodate abandoning the existing water line and installing new 30" Ductile Iron Pipe water main with steel casing for protection of the water line and connecting to existing water mains. The design for relocating this water main was included in the Reunion Parkway Phase 2 road and bridge project. However, Madison County has requested that the relocation of the water main be packaged as a separate project to be bid prior to the Reunion Parkway Phase 2 road and bridge project.

**B. SCOPE OF WORK**

**Bidding and Contracting Phase** – After the CLIENT has authorized the project for bidding, the Bidding and Contracting Phases will be initiated and the ENGINEER shall:

- a) Prepare final construction plans, technical specifications, and front end contract documents
- b) Prepare and issue Addenda to Madison County as appropriate to interpret, clarify, or expand contract documents. Madison County will issue Addenda to known procurer of contract documents.
- c) Conduct a pre-bid conference.
- d) Consult with and advise the County as to the acceptability of substitute materials and equipment proposed by the Contractor when substitution prior to the award of contracts is allowed by the contract documents.
- e) Attend the bid opening.
- f) Review bids for the purpose of completeness and accuracy. Prepare bid tabulation sheets.
- g) Prepare the Notice of Award letter.

**Construction Phase** – Construction Phase services are based upon providing construction observations for six (6) hours per day during the 120 calendar day construction schedule. During the Construction Phase the Engineer shall Upon Client authorization to proceed with Bidding and Contracting Phase services, the Consultant shall:

- a) General Administration of Construction Contract. ENGINEER shall consult with and advise CLIENT and act as CLIENT's representative; shall issue instructions of CLIENT to Contractor(s); and shall act as initial interpreter of the Contract Documents and judge of the acceptability of the work thereunder.
- b) Visits to Site and Observation of Construction. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as deemed necessary in order to observe as an

experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and shall keep CLIENT informed of the progress of the work. The purpose of ENGINEER's visits to the site will be to carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, through experience as a qualified design professional, to provide for CLIENT a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor. On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress supervise, direct or have control over Contractor's work; nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing the work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor's failure to furnish and perform work in accordance with the Contract Documents.

- c) Defective Work. During such site visits, ENGINEER may observe work which, in ENGINEER'S opinion, does not conform generally with the Contract Documents or will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents. The ENGINEER may recommend to the CLIENT rejection of this work.
- d) Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and, in connection therewith, prepare change orders as required.
- e) Shop Drawings. ENGINEER shall review and approve (or take other appropriate action with respect to) Shop Drawings, samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- f) Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor.
- g) Inspections and Tests. ENGINEER shall have authority, as CLIENT's representative, to require, of others, special inspection or testing of the work, and shall receive and review certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- h) Applications for Payment. Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, ENGINEER shall determine the amounts owed to Contractor and recommend

in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents. By recommending any payment, 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 Contractor's work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. ENGINEER's review of Contractor's work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the money paid on account of the contract price, or to determine that title to any of the work, materials or equipment has passed to CLIENT free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between CLIENT and Contractor that might affect the amount that should be paid.

- i) Contractor's Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bond and certificates of inspection, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of the Contract Documents); and shall transmit them to CLIENT with written comments.
- j) Progress Reviews. ENGINEER shall review Contractor's progress to determine if the work is substantially complete and shall conduct a post-construction review to determine if the completed work is acceptable in order to recommend, in writing, final payment to Contractor and may give written notice to CLIENT and the Contractor that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph entitled Visits to Site and Observations of Construction.
- k) Record Documents. Upon completion of the work, the ENGINEER shall compile for and deliver to the CLIENT a complete set of record documents conforming to information furnished to the ENGINEER by the Contractor. This set of documents shall consist of record specifications and reproducible record drawings showing the reported location of the work. In that record documents are based on information provided by others, the ENGINEER cannot and does not warrant their accuracy.
- l) Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any Subcontractor or suppliers, or of any of the Contractor's or Subcontractor's supplier's agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work.
- m) Progress Meetings and Reports. During construction, the ENGINEER will schedule and conduct monthly progress meetings with the CLIENT, Contractor and appropriate subcontractors to



discuss progress, scheduling problems, conflicts and observations o. ENGINEER shall also prepare minutes of the meeting. ENGINEER shall also prepare a construction progress report monthly which shall be submitted to CLIENT by the 10<sup>th</sup> day of each month for the preceding month's work. This report shall accompany the Contractor's and Engineer's monthly payment requests.

**EXHIBIT B**  
**COMPENSATION SCHEDULE**

MSEG will perform Services, as outlined in Exhibit A, Scope of Work, based on the compensation schedule below. The budget for each portion of work is as follows:

Services	Original Budget	Amendment #1	Amendment #2	Amendment #3	Amendment #4	Total Compensation
<b>Design Phase Services</b>	\$ 779,572.24 (hourly, not to exceed)				\$14,000.00 (hourly, not to exceed)	\$ 793,572.24
<b>2020 BUILD GRANT Application</b>		\$ 38,000.00 (hourly, not to exceed)				\$ 38,000.00
30" Water Line Relocation Design			\$ 109,188.02 (Lump Sum)			
• Bidding & Contracting					\$12,000.00 (hourly, not to exceed)	
• Construction, Engineer, & Inspection					\$107,613.70 (hourly, not to exceed)	
<b>30" Water Line Relocation Services Total Cost</b>						\$ 228,801.72
<b>Traffic Signal Installation Design</b>			\$ 70,458.16 (Lump Sum)			\$ 70,458.16
2021 RAISE GRANT Application						
• RAISE Grant Development				\$62,300.00		
• Technical Support				\$17,800.00		
• Interstate Access Break				\$8,900.00		
<b>2021 RAISE Grant Application Total Cost</b>				<b>\$89,000.00</b> (hourly, not to exceed)		\$ 89,000.00
<b>Boundary Survey Services – Land Swap Parcels</b>					\$8,600.00 (hourly, not to exceed)	
<b>Grand Total</b>	<b>\$779,572.24</b>	<b>\$38,000.00</b>	<b>\$179,646.18</b>	<b>\$89,000.00</b>	<b>\$142,213.70</b>	<b>\$1,228,432.12</b>

Amendment #4