


**Waggoner Engineering, Inc.
And Madison County Board of Supervisors
Task Order Form**

Task Order No. 5	
Additional Pages Attached: <u> 9 </u>	
Date of Task Order: <u> June 20 </u> , 2022	
TASK ORDER TO THE GENERAL SERVICES AGREEMENT BETWEEN WAGGONER ENGINEERING, INC. AND MADISON COUNTY, MS BOARD OF SUPERVISORS	

This Task Order to the General Services Agreement between Waggoner Engineering, Inc. and Madison County Board of Supervisors dated July 6 , 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:** Madison County CDBG FY2022 Sanitary Sewer Rehabilitation Project

2. **Project Number:**

3. **Project Manager for Client:** Shelton Vance, County Administrator

4. **Project Manager for Waggoner:** Darion Warren, CFM

5. **Method of Compensation:** Lump Sum

6. **Task Order Compensation:** \$150,000

7. **Scope of Work (see additional pages attached):** SEE ATTACHED

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

9. **Approved Subconsultants:** n/a

10. **Special Provisions:** n/a

IN WITNESS WHEREOF, the parties hereto have caused this Task Order 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: _____

I. Project Description

The Madison County Board of Supervisors (MCBOS) has identified the need for engineering services for work related to the implementation of a Community Development Block Grant (CDBG) project in Kearney Park located in western Madison County. Kearney Park is served wastewater by the West Madison Utility District (WMUD). The West Madison Utility District collection system was installed in the 1940's and the conditions have deteriorated over time which has resulted in major inflow & infiltration (I&I) issues throughout the collection system. These I&I issues have introduced excess flow that exceeds the design capacity of WMUD's treatment facility, resulting in the need for rehabilitating the collection system.

WMUD's wastewater is collected and conveyed by a combination of gravity sewer mains, pump stations, and force mains. The gravity sewer mains consist of 4", 8", and 12" diameter pipe and are a mix of VCP (vitrified clay pipe), concrete, ductile iron, cast iron, and PVC (polyvinyl chloride pipe). There are approximately 35,000 LF of 8" pipe and roughly 7,500 LF of 12" pipe. The 4" pipes are mostly lateral service lines collecting wastewater directly from residential and commercial customers. The utility district owns and operates two pump stations, one which is located at the wastewater lagoon treatment facility and the second pump station being located at the Woodlands Subdivision on Kearney Park Road. The purpose of this project is to restore the existing infrastructure to modern standards and decrease inflow and infiltration.

II. Scope of Work

Approximately 10,000 LF of the WMUD sanitary sewer collection system will be rehabilitated to include Closed Circuit Television (CCTV) inspection and cleaning of approximately 15,000 LF of the sanitary sewer collection system. The piping varies in diameter from 8" to 12" as indicated on the map in **Exhibit 1**. An inspection report will be prepared and utilized to determine specific rehabilitation methods for each segment of piping. The sanitary sewer piping will be rehabilitated by Cured-In-Place-Pipe (CIPP lining). Manhole inspections will be performed to identify any defects that will require lining the manhole with a watertight coating. Streets that may require excavation for sanitary sewer rehabilitation activities to be performed will be repaired with asphalt.

Waggoner Engineering, Inc. will provide the following professional services in connection with the proposed CDBG FY2022 Sanitary Sewer Rehabilitation Project: Design Phase Services, Bidding and Contracting Services, and Construction Phase Services.

Engineering and Grant Application Support

Waggoner Engineering will assist with the development of the CDBG Grant Application as necessary. Services will include providing all necessary project information to meet the criteria for sanitary sewer public facilities CDBG grant applications. This will include the preparation of Preliminary Report defining the project purpose, impacted area, proposed timeline, and opinion of probable cost for construction.

Design Phase:

Waggoner will provide Design Phase services to include engineering design and detailing of the proposed improvements. Services will include the preparation of plans, specifications, and contract documents to facilitate bidding and construction of the proposed improvements.

The Design Phase will be performed in two phases, each concluded by a design submittal. The sub phases will include Preliminary and Final Design. More specifically, the services shall include the following:

Preliminary Design: Upon execution of this Agreement, the Preliminary Design Phase shall be initiated and the Engineer shall:

- a) Conduct a project kickoff meeting with the Client clarify the project goals, requirements, and other pertinent information related to the project.
- b) Assemble and review available data which may be relevant to the Project.
- c) Prepare the preliminary technical specifications and front end contract documents.
- d) Coordinate with regulatory governmental agencies, affected utilities, and planning district.
- e) Conduct a plan-in-hand review of the project site with the Client and representatives of governmental agencies which may have jurisdiction over the Project.
- f) Identify number and types of quantity schedules to be required (at engineer's discretion).
- g) Prepare schedule of quantities.
- h) Perform constructability review.
- i) Perform QA/QC.
- j) Prepare the Opinion of Probable Cost.
- k) Submit Preliminary Design documents for review.

Final Design Services: Upon Client review of the Preliminary Design plans, the Final Design Phase shall be initiated, and the Engineer shall:

- a) Modify the design documents as necessary to reflect Client's comments.
- b) Continue detailed design to advance the preliminary design including plan sheets, summary of quantities, general construction notes, title sheet, index of drawing, schedules of estimated quantities (at consultant's discretion), and other details that may be deemed necessary.

- c) Prepare final construction drawings, technical specifications, and front-end contract documents.
- d) Coordinate with regulatory governmental agencies, affected utilities, and planning district.
- e) Update the Opinion of Probable Cost.
- f) Submit Final Design documents.

Bidding and Contracting Phase

Upon Client authorization to proceed with Bidding and Contracting Phase services, the Engineer shall:

- a) Assist the Client with the preparation of advertisement.
- b) Prepare and issue contract documents to prospective bidders and maintain a record of their issuance unless obtained from the Client's electronic bidding website.
- c) Prepare and issue Addenda as appropriate to interpret, clarify, or expand contract documents to each known procurer of the contract documents.
- d) Provide information on the general scope, unusual conditions, and desired sequence of construction as requested by procurers of contract documents.
- e) Conduct a pre-bid conference if requested by the Client.
- f) Consult with and advise the Client 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.
- g) Consult with and advise the CLIENT as to the acceptability of Subcontractors, suppliers, and other persons or organizations proposed by the prime Contractor as required by the contract documents.
- h) Attend the bid opening.
- i) Review bids for the purpose of completeness and accuracy. Prepare bid tabulation sheets.
- j) Prepare a Recommendation of Award letter to assist Client in evaluating bids.
- k) Assist the City in the preparation of the documents necessary to complete the award, including the Notice of Award letter.
- l) Assemble contract documents including contracts, contract bonds, and insurance for execution by the CLIENT.
- m) Distribute executed contract documents to each person or entity that is party to the contract.

Construction Phase

Construction **engineering** services shall consist of all **engineering** work involved beginning the date the City concurs with the award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the City, and shall include the following:

- 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 10th day of each month for the preceding month's work. This report shall accompany the Contractor's and Engineer's monthly payment requests.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT *ENGINEER*.

Waggoner Engineering, Inc. shall furnish a resident Project Representative, assistants, and other field staff to inspect performance of the work of the CONTRACTOR. Through more extensive on-site inspections of the work in progress and field checks of materials and equipment by the resident PR and assistants, Waggoner shall endeavor to provide further protection for the Client against defects and deficiencies in the work; but, the furnishing of such services will not make Waggoner, responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident PR are limited to this agreement with the Client and in the construction contract documents, and are further limited and described as follows:

a. General:

The resident Project Representative's dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the Client advised as necessary. The resident Project Representative's dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR.

b. Duties and Responsibilities of the resident Project Representative:

i. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the City concerning acceptability.

ii. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

iii. Liaison:

- a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the City's liaison with the CONTRACTOR when the CONTRACTOR's operations affect the City's on-site operations.

- b. Assist in obtaining from the City, additional details or information when required for proper execution of the work.
- iv. Shop Drawings and Samples:
 - a. Record the date of receipt of shop drawings and samples.
 - b. Assist in obtaining from the City, additional details or information when required for proper execution of the work.
- v. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to the Client any work that is believed to be unsatisfactory, faulty or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the City of work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- vi. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in drawings or specifications.
- vii. Records:
 - a. Keep a diary daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.
 - b. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
- viii. Reports:
 - a. Furnish the Client periodic reports as required of progress of the work and of the CONTRACTOR'S compliance with the progress schedule and schedule of shop drawing and sample submittals.
 - b. Draft proposed supplemental agreements, quantity adjustments and work directive changes, obtaining backup material from the CONTRACTOR; and recommend supplemental agreements, quantity adjustments, work directive changes, and field orders to the Client.

ix. Payment Requests:

Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the City, noting particularly the relationship of the payment requested to the schedule of values and work completed and materials and equipment delivered to the site but not incorporated in the work.

x. Completion:

- a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.
- b. Conduct a final inspection in the company of the Client and the CONTRACTOR, and prepare a final list of items to be completed or corrected.
- c. Observe that all items on the final list have been completed or corrected and make recommendations to the Client concerning acceptance.

c. Limitations of Authority

The resident Project Representative:

- a. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the City.
- b. Shall not exceed the limitations of the City's authority as set forth in the contract documents.
- c. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.
- d. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the contract documents.
- e. Shall not accept shop drawings or sample submittals from anyone other than the CONTRACTOR.

Project Schedule

Task	Duration (Weeks)	Cumulative Time (Weeks)
Initiate Services	---	1 Day
Preliminary Design	4 Weeks	4 Weeks
Client Review	1 Week	5 Weeks
Final Design	7 Weeks	12 Weeks
MDEQ Approval	8 Weeks	20 Weeks
Bidding & Contracting	8 Weeks	28 Weeks
Construction	20 Weeks	48 Weeks
Project Close-Out	4 Weeks	52 Weeks

Budget

Waggoner Engineering will perform the services described above on a Lump Sum basis. Any additional services and reimbursables will be billed on an hourly basis. The estimated cost for the work described above is as follows:

Task	Compensation Terms	Proposed Budget
Engineering & Grant Application Support		\$3,500.00
Design Phase		\$25,520.00
Bidding & Contracting Phase		\$10,500.00
Construction Phase Engineering		\$110,480.00
Total	Lump Sum	\$150,000.00