


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

Task Order No. 6-A	
Additional Pages Attached: <u> 11 </u>	
Date of Task Order: <u> May 15, </u> , 2023	
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 NRCS Emergency Watershed Protection (EWP)
Program Project – Pre-Construction & Construction Services

2. **Project Number:** WEI 0023167.000

3. **Project Manager for Client:** Greg Higginbotham, County Administrator

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

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

6. **Task Order Compensation:** \$95,000

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: _____

Madison County Board of Supervisors

NRCS Emergency Watershed Protection (EWP)

Program Project – Pre-Construction & Construction Services



Madison County, MS

April 2023

I. Project Description

On August 2, 2022, the National Oceanic and Atmospheric Administration (NOAA) records indicate the City of Canton received 8.23 inches of rain in 24 hours. Furthermore, NOAA records reflect that Canton received 8.13 inches of rain in a 48-hour period spanning August 24 – August 25, 2022. In total, NOAA reports a rainfall of 24.15 inches for the month of August 2022 in Canton, Mississippi. These historic rains resulted in runoff volumes and velocities in Batchelor Creek, the main arterial floodway through the northern portion of Canton, that could not be contained by the channel which led to widespread flooding, and destruction of riparian habitat.

Madison County submitted a funding request letter to NRCS in October 2022 requesting federal assistance to restore damages to streambanks in the City of Canton. The purpose of this request was to seek assistance from the NRCS to prevent further infrastructure and property damages in Madison County due to the high velocity runoff causing streambank erosion and downstream impediments resulting from the record August rainfall. A site visit was conducted on October 28, 2022 with representatives from NRCS, Madison County, City of Canton, and Waggoner Engineering, Inc. (Waggoner) during which five (5) sites were identified to qualify for funding from NRCS:

1. East Semmes Street
2. Cisne Avenue
3. Jackson Street
4. Martin Luther King Drive – North
5. King Ranch Road

On January 30, 2023, the MCBOS received notification from NRCS stating that East Semmes Street, Cisne Avenue, and Jackson Street were approved for EWP funding under the local sponsorship of Madison County. After receiving notification that the City of Canton will receive funding from a different grant source, Cisne Avenue and Jackson Street will be withdrawn from this project. In cooperation with Madison County, the City of Canton has agreed to contribute 50% of the funding necessary to satisfy the local sponsor's 25% match requirement.

Martin Luther King Drive and King Ranch Road were not approved for EWP funding being deemed as not constituting an urgent risk to utilities, roads, or property. However, the MCBOS and the City of Canton has agreed to finance the costs of repairing both of these sites by sharing the costs on a 50/50% basis.

II. Scope of Work

The NRCS Emergency Watershed Protection (EWP) Program was created to assist communities with watershed impairments created by natural disasters such as tornadoes, fires, hurricanes, and heavy and intense rainfall events. Waggoner will provide Design Phase services, Bidding & Contracting Phase services, and Construction Phase services to further support the project. These services are described as follows:

Preliminary Design Phase – After execution of the Task Order, the Preliminary Design Phase will be initiated and the ENGINEER shall:

- Consult with the CLIENT to clarify and define the CLIENT's requirements for the Project.
- Assemble and review available data which may be pertinent to the Project.
- Prepare preliminary design documents consisting of design criteria, preliminary drawings and outline specifications.
- Furnish a digital copy of the preliminary design documents to CLIENT for review.
- Conduct preliminary design plan-in-hand inspection of the project site with CLIENT and representatives of governmental agencies which may have jurisdiction over the Project.

Final DesignPhase – After completing the preliminary design, the ENGINEER shall proceed with the Final Design Phase to include:

- Modify preliminary design documents as necessary to reflect CLIENT's comments.
- Perform detailed design.
- On the basis of approved preliminary design documents (including CLIENT's comments) and detailed design, prepare final construction drawings, specifications and contract documents.
- Based on information contained in the final design documents, prepare an opinion of probable construction costs.
- Conduct final design plan-in-hand inspection of the project site with CLIENT and representatives of the NRCS.
- Schedule progress meetings as required to effectively coordinate with the CLIENT;
- Furnish two sets of the above contract documents to the CLIENT for review and approval.
- The ENGINEER shall assist the CLIENT in filing documents required for the approvals of governmental authorities having jurisdiction over the Project. Securing government approvals are the responsibility of the CLIENT, but the ENGINEER will provide support to the CLINET in this endeavor.

Field Surveying - Waggoner will provide field surveying and mapping for the design and development of the proposed drainage improvements at the locations identified below:

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

Bidding:

- Prepare and issue Addenda as appropriate to interpret, clarify, or expand contract documents to each known procurer of the contract documents.
- Provide information on the general scope, unusual conditions, and desired sequence of construction as requested by procurers of contract documents.
- Conduct a pre-bid conference if requested by the CLIENT.
- 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.
- 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.
- Attend the bid opening.
- Review bids for the purpose of completeness and accuracy.
- Prepare bid tabulation sheets.
- Prepare a Recommendation of Award letter to assist CLIENT in evaluating bids.

Contracting

- Assist the CLIENT in the preparation of the documents necessary to complete the award, including the Notice of Award letter.
- Assemble contract documents including contracts, contract bonds, and insurance for execution by the CLIENT.
- Distribute executed contract documents to each person or entity that is party to the contract.
- Schedule and conduct the Pre-Construction Conference.
- Prepare and distribute minutes of the Pre-Construction Conference.
- Prepare and forward the Notice to Proceed to the CLIENT for execution.

- Distribute the executed Notice to Proceed to the Contractor.

Construction Phase – During the construction phase, the ENGINEER shall:

- General Administration of Construction Contract. ENGINEER shall consult with and advise CLIENT and act as CLIENT's representative; shall issue all 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.
- Visits to Site and Observation of Construction. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as he deems 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 enable him to carry out the duties and responsibilities assigned to and undertaken by him during the Construction Phase, and, in addition, through his 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 his 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 his work in accordance with the Contract Documents.
- Defective Work. During such site visits, ENGINEER may observe work which, in his 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.

- Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and, in connection therewith, prepare change orders as required.
- 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.
- Substitutes. ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor.
- Inspections and Tests. ENGINEER shall have authority, as CLIENT's representative, to require special inspection or testing of the work, and shall receive and review all 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).
- 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 by him 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 the 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.

- 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.
- Inspections. 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 so that he may 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.
- 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 (mylar) 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.
- 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; however, nothing contained in paragraphs 2.1 through 3.11 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by him in the Contract Documents.

- Progress Meetings and Reports. During construction, the ENGINEER will schedule and conduct monthly progress meetings with the CLIENT, Contractor and appropriate subcontractors, if any, to discuss progress, scheduling problems, conflicts and observations of all parties involved. 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.
- **Construction Review Representative:** ENGINEER shall furnish a Construction Review Representative (CRR), assistants and other field staff to assist ENGINEER in observing work performance of the Contractor. The Construction Review Representative shall make visits to the site at intervals appropriate to the various stages of construction as he deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the CRR and assistants, ENGINEER shall endeavor to provide further protection of CLIENT against defects and deficiencies in the work; but, the furnishing of such services will not make ENGINEER responsible for or give him control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the work in accordance with the Contract Documents.

The duties and responsibilities of the CRR are limited to those of the ENGINEER in his agreement with CLIENT and in the construction Contract Documents, and are further limited and described as follows:

- General: CRR is ENGINEER's agent at the site and will act as directed by and under the supervision of ENGINEER and will confer with ENGINEER regarding CRR's actions. CRR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and Contractor keeping CLIENT advised as necessary. CRR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. CRR shall generally communicate with CLIENT with the knowledge of and under the direction of ENGINEER.

Duties and Responsibilities of CRR.

- Schedules. Review the progress schedule and schedule of Shop Drawing submittals prepared by Contractor and consult with ENGINEER concerning acceptability.
- Conferences and Meetings. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

Liaison

- Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as CLIENT's liaison with Contractor when Contractor's operations affect CLIENT's on-site operations.
- Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.

Shop Drawings and Samples

- Review and Record date of receipt of Shop Drawings and samples.
- Receive samples, which are furnished at the site by Contractor, and notify ENGINEER of availability of samples for examination.
- Advise ENGINEER and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.
- Review of Work, Rejection of Defective Work, Inspections and Tests.

Review of Work, Rejection of Defective Work, Inspections and Tests

- Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the Contract Documents.
- Report to ENGINEER whenever CRR believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any review, test or approval required to be made; and advise ENGINEER of work that CRR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- Verify that test, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.

- Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report these results to ENGINEER.
- Interpretation of Contract Documents. Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.

Records

- Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all addenda, change orders, additional Drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
- Keep a diary or logbook, recording Contractor hours on the job site, weather conditions, data relative to questions of change orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- Record names, addresses and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment.

Reports

- Furnish ENGINEER periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.
- Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the work.
- Draft and recommend to ENGINEER proposed change orders, obtaining backup material from Contractor.
- Report immediately to ENGINEER and CLIENT the occurrences of any accident.
- Payment Requests. Review applications for payment with Contractor for compliance with the established procedure for submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the work completed and materials and equipment delivered at the site but not incorporated in the work.
- Certificates, Maintenance and Operation Manuals. During the course of the work, verify that certificates, maintenance and operation manuals and other data

required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to CLIENT prior to final payment for the work.

Completion

- Prior to post-construction review, submit to Contractor a list of observed items requiring completion or correction.
- Conduct post-construction review in the company of ENGINEER, CLIENT, and Contractor and prepare a final list of items to be completed or corrected.
- Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

CRR Limitations of Authority

- Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
- Shall not exceed limitations of ENGINEER's authority as set forth in the Contract Documents and this Agreement.
- Shall not undertake any of the responsibilities of Contractor, Subcontractors or Contractor's superintendent.
- Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- Shall not advise on, issue directions regarding to, or assume control over safety precautions and programs in connection with the work.
- Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.
- Shall not authorize CLIENT to occupy the Project in whole or in part.
- Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

Project Schedule

Task	Duration	Cumulative Time
Initiate Services	---	Pending
Field Survey	2 Weeks	2 Weeks
Preliminary Design	5 Weeks	7 Weeks
Client & NRCS Review	1 Week	8 Weeks
Final Design	1 Week	9 Weeks
Procurement	8 Weeks	17 Weeks
Construction	12 Weeks	29 Weeks

Budget

Waggoner 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
Design Phase	Lump Sum	\$45,000.00
Bidding & Contracting Phase	Lump Sum	\$12,500.00
Construction Observation Phase	Lump Sum	\$22,500.00
Field Survey	Lump Sum	\$15,000.00
Total	Lump Sum	\$95,000.00