

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

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MEMORANDUM

March 14, 2024

To: Casey Brannon, 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 #3
Bozeman Road Project

The Engineering Department is recommending the approval of Supplemental Agreement #3 for Neel Schaffer, Inc.'s additional services "for scope of work and fee" for the Bozeman Road project.

**SUPPLEMENTAL AGREEMENT NUMBER 3 TO
THE AGREEMENT FOR PROFESSIONAL SERVICES**

BETWEEN

Madison County

AND

NEEL-SCHAFFER, INC.

WHEREAS: The Madison County Board of Supervisors, Madison County, Mississippi, the **OWNER**, and **NEEL-SCHAFFER, INC.**, the **ENGINEER** entered into an **AGREEMENT** on July 17, 2017 for “general scope of work and location” for the widening of **Bozeman Road** and hereinafter called the “**Project**”,

WHEREAS: The **OWNER** has identified the need for additional services not included in the **AGREEMENT** ; and,

NOW THEREFORE: In accordance with Section 2 of the **AGREEMENT**, the **ENGINEER** will provide additional services “for scope of work and fee” as detailed in Exhibit B attached hereto and made a part of the **AGREEMENT**. This Supplemental Agreement in no way modifies or changes the **AGREEMENT** of which it becomes a part, except as specifically stated herein.

OWNER:

MADISON COUNTY BOARD OF SUPERVISORS

BY: _____

TITLE: _____

DATE: _____

ENGINEER:

NEEL-SCHAFFER, INC.

BY:  _____

TITLE: Vice President _____

DATE: 3-13-2024 _____

EXHIBIT B

SCOPE OF DESIGN PHASE SERVICES

Bozeman Road Phase 1 Projects Madison County

The following engineering services shall be performed by the CONSULTANT on behalf of the County in accordance with this CONTRACT at the direction of the County Consultant or his designee:

1. FINAL DESIGN PHASE

After receiving written authorization to proceed with the Final Design Phase, the **CONSULTANT** shall:

- 1.1.1 Modify final design documents as necessary to reflect **OWNER's** comments to produce three separate projects:
 - Phase 1 under current project status
 - Hwy 463 to Reunion Parkway
 - Intersection of Gluckstadt Road and Bozeman Road
- 1.2.1 Based on information contained in the final design documents, prepare a revised opinion of probable construction costs for each project.
- 1.2.2 Provide technical criteria, written descriptions and design data for **OWNER's** use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project and assist **OWNER** in consultations with appropriate authorities.
- 1.2.3 Furnish one set of the above final design documents to the **OWNER** for review and approval
- 1.2.4 Schedule progress meetings as required to effectively coordinate with the **OWNER**; prepare minutes of these progress meetings; and prepare a design progress report monthly for the preceding month's work which shall accompany the **CONSULTANT's** monthly statement.
- 1.2.5 The **CONSULTANT's** services under the Final Design Phase will be considered complete at the earlier of (1), the date when the final design documents have been accepted by the **OWNER**, or (2), 30 days after the date when the final design documents are delivered to the **OWNER** for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the final design documents if such approval is to be obtained during the Final Design Phase.

2 ADVERTISE/BIDDING (3 PROJECTS)

- 2.1 The **CONSULTANT** will facilitate the advertisement of the three projects for construction and will assist in analyzing bids and recommending appropriate action pertaining to the awarding of the construction phase.

EXHIBIT C

PAYMENTS TO ENGINEER

1.1 **Payments to Engineer**

Owner will pay **ENGINEER** for Services rendered under Section 1, as supplemented by Exhibit B, "Scope of Services", the following amounts:

1.1.1 For Basic Services a *Lump Sum fee of \$69,320*

1.1.2 For Additional Services. *OWNER shall pay ENGINEER for Additional Services rendered under Section 2 on the basis of ENGINEER's Direct Labor Costs times a factor of 2.69 plus a fee equal to 12% of the total labor amount and Reimbursable Expenses. Payments to ENGINEER for Additional Services shall be made in accordance with paragraph 5.2 of this Agreement.*

1.1.3 Payments to **ENGINEER** by **OWNER** are not contingent on any factor except **ENGINEER's** ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Payments to **ENGINEER** by **OWNER** specifically are not contingent on **OWNER's** receipt of grants for the **Project** or **OWNER's** decision to suspend or cancel the **Project**.