

**FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN  
THE MAYOR AND ALDERMEN OF THE CITY OF VICKSBURG, MS  
AND TRC ENGINEERS, INC.**

**THIS FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE MAYOR AND ALDERMEN OF THE CITY OF VICKSBURG, MS AND TRC ENGINEERS, INC.** (the “Amendment”) is made on this the \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the BOARD OF MAYOR AND ALDERMEN OF THE CITY OF VICKSBURG (“City”), and TRC ENGINEERS, INC. (“TRC”).

WHEREAS City and TRC are parties to that certain Agreement for Professional Services between the Mayor and Aldermen of the City of Vicksburg, MS and TRC Engineers, Inc. dated September 10, 2021 (the “Agreement”) wherefore TRC and City entered into an agreement for the remediation of landslides and soil erosion.

WHEREAS City and TRC desire to amend and modify the terms of the Scope of Work as set forth herein in the Agreement.

NOW THEREFORE, in consideration of the foregoing and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Exhibit A “Project Description- Scope of Work” is hereby amended and restated in its entirety as follows:

**EXHIBIT A  
PROJECT DESCRIPTION- SCOPE OF WORK:**

The City of Vicksburg, MS had TRC cancel the initial advertisement of the Iowa Avenue Headwall Replacement Project, TRC conducted a potholing exploration to locate a segment of the Gulf South Pipeline (“GSP”) and update the Contract Documents. TRC received a supplement for this element of work.

The City of Vicksburg, MS (“**The City**”) then entered into a LONO agreement with Boardwalk Pipeline who is the owner of GSP and TRC reviewed, provided edits to the LONO agreement, and subsequently readvertised the Project.

Below is a list of the additional work that was required to accomplish this and supplemental work above and beyond what was envisioned during construction services:

- Revisions to the bidding documents and readvertisement to include addition of the LONO agreement.
- Services associated with delaying the award of bids twice due to election process for a new Alderman.
- TRC conducted an in-person meeting with Maynord Landscaping Co., Inc. as requested by the City of Vicksburg, MS.
- Additional work on a number of shop drawing reviews, rejections, and resubmittals.

**2. Revised Payment**

- a. In accordance with the scope of work under Exhibit A, payment under the General Teams and conditions shall be increased by \$25,000 for a total revised payment due to Engineer will not exceed \$206,810.

**3. Revised Exhibit D  
PROJECT SCHEDULE**

The time periods for performances of Revised Basic Services specified in Section 1, **Exhibit B, "Scope of Design and Permitting Phase Services", and Exhibit C, "Scope of Construction (Engineering) Services"**, are stipulated as indicated below:

1.1.1 **Design and Permitting Phase** services will begin with authorization to proceed from the **OWNER**.

1.1.2 **Soil Sampling and Permitting Phase** services will begin with authorization to proceed from the **Owner**.

For Items 1.1.1 and 1.1.2 **Design, Permitting, Soil Sampling, and Permitting Phases**- Completion date is revised to **March 31, 2023**, provided all permits are obtained.

1.1.3 **Construction Administration** services will begin with authorization to proceed from the **OWNER** and will end with the completion of Contract time for the project.

For Items 1.1.3 – **Bidding & Construction Phases** – Completion date is scheduled to be **September 29, 2023**, with the option to extend should conditions warrant due to the complexity of the Project.

**4. Revised Exhibit E  
PAYMENTS TO ENGINEER**

1.1 **Phase 1 – Design and Permitting**. **OWNER** shall pay **ENGINEER** for Phase 1 Services as detailed in **Exhibits A and B**, for the fees listed below:

1.1.1 **DESIGN AND PERMITTING PHASE SERVICES - \$ 147,760.00.**

1.2 **Phase 2 –Survey, Soil Sampling and Permitting Completion**. **OWNER** shall pay **ENGINEER** for Phase

2 Services as detailed in **Exhibits A and B**, for the fees listed below:

1.2.1 **SURVEY, SOIL SAMPLING AND PERMITTING COMPLETION - \$3,300.00.**

1.2.2. Testing laboratory services are estimated to be **\$ 750.00** per test. It is anticipated that only one test per site will be required.

1.3 **Phase 3 – Construction Administration Services and Debris Monitoring**. **OWNER** shall pay **ENGINEER** for Phase 3 Services as detailed in **Exhibits C and D**, for the fees listed below:

1.3.1 **CONSTRUCTION ADMINISTRATION SERVICES \$55,000.00.**

- 5. All other provisions in the Agreement not herein revised shall remain in full force and effect.

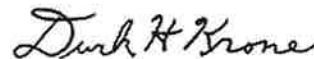
IN WITNESS WHEREOF, the undersigned parties have caused this Amendment to be duly executed effective as of the date first written above.

**MAYOR AND ALDERMEN OF THE CITY  
OF VICKSBURG**

BY: \_\_\_\_\_

George Flaggs, Jr., Mayor

**TRC ENGINEERS, INC.**



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

Durk H. Krone, P.E.  
Vice President