

BURNS COOLEY DENNIS, INC.

GEOTECHNICAL AND MATERIALS ENGINEERING CONSULTANTS

Corporate Office

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Materials Laboratory

278 Commerce Park Drive
Ridgeland, MS 39157
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June 21, 2017

Shelton Vance
County Administrator
Madison County Board of Supervisors
Post Office Box 608
Canton, Mississippi 39046

Proposal No. 17001P-144

Re: Geotechnical Investigation
Proposed Southwest Fire Station
Madison County, Mississippi

Dear Mr. Vance:

We are pleased to submit this proposal for conducting a geotechnical investigation for the referenced project. This proposal was requested on your behalf by Mr. Robert H. Strobel of Dale Partners Architects, P.A. Our general understanding of the project is based on information and a site plan provided by Mr. Strobel via e-mail on June 20, 2017.

It is our understanding that plans are being made for the construction of a new fire station on an approximate 2-acre parcel of land located immediately southwest of the intersection of Coker Road and Lake Cavalier Road in Madison County, Mississippi. The new fire station will include a building with a paved driveway and parking areas. We expect the building will generally consist of a lightly loaded, one-story structure. The building will encompass approximately 2,600 sq ft. Details regarding grading plans are not available; however, we understand there is some grade change across the proposed construction area. Based on a Google Earth image, the site is generally open with a few scattered trees.

We propose to explore subsurface soil conditions for the new fire station by means of five borings. Two of the borings would be made at diagonally opposite corners of the building area to an exploration depth of 15 ft. It should be noted the 15-ft boring depth is only appropriate for considering the support of a lightly loaded structure on a shallow foundation. For a lightly loaded structure, we expect that column loads will be less than 150 kips and wall loads will not exceed 7 kips per ft. The other three borings would be made to a depth of 6 ft at selected locations within the pavement areas.

Relatively undisturbed Shelby tube samples of fine-grained soils and disturbed split-spoon samples of any granular materials encountered would be obtained in the building borings at approximate 3-ft to 5-ft intervals of depth. Disturbed auger cutting samples would be taken at approximate 2-ft to 3-ft depth intervals in the pavement borings. Disturbed auger cutting samples would also be taken at selected depths in the building borings. All soils encountered during drilling would be examined and classified in the field by a geotechnical engineering technician. The soil samples would be appropriately packaged and sealed for transport to our laboratory. The boreholes would be plugged with soil cuttings after completion of drilling and sampling.

All of the soil samples would be visually examined in the laboratory and tests would be performed on the samples to investigate the strengths, classifications, and volume change properties of the soils encountered. Unconfined compression tests would be performed on selected undisturbed Shelby tube samples to evaluate undrained shear strength characteristics of fine-grained soils. Atterberg liquid and plastic limit tests would be conducted on representative samples to investigate the classifications and volume change properties of fine-grained soils. Water content tests would be performed to corroborate field classifications and to extend the usefulness of the strength and plasticity data.

The soil boring and laboratory test data would be analyzed and an engineering report would be prepared including our findings and recommendations pertaining to earthwork and foundation design and construction. Guideline recommendations would also be provided for pavement design and construction. The report would include a plan showing the boring locations, graphical logs of the borings, the results of all laboratory tests, a complete description of the services provided, and our recommendations. All services on this project would be performed under the direct supervision of a geotechnical engineer registered to practice engineering in Mississippi.

We would perform the scope of services outlined in the preceding paragraphs for a lump sum price of \$4,100.00. We would not exceed the lump sum price unless the scope of services is expanded. If it becomes necessary to expand the scope of services, we would estimate the additional charges and request approval before proceeding. The lump sum price does not include any special consultation services beyond that required to clarify the recommendations presented in the report. Professional services provided by Burns Cooley Dennis, Inc. would be performed in accordance with generally accepted engineering principles and practices.

In developing the price for the geotechnical investigation, we assumed that the boring locations would be accessible to truck- or buggy-mounted drilling equipment. We also assumed there would not be any inordinate delays for the drill crew related to locating and avoiding underground utilities. We would notify Mississippi 811 to locate underground utilities prior to our field exploration. It should be noted that our lump sum price does not include any cost for determining surface elevations at the boring locations.

We could begin the field exploration phase of the investigation within about a week after notice to proceed and could discuss preliminary recommendations soon after completion of the borings. Our final engineering report would be submitted after completion of laboratory testing and our analyses.

We appreciate the opportunity to submit this proposal. A copy of this letter and attached contract agreement are provided by e-mail for your review and execution. If the scope of services and lump sum price described in the preceding paragraphs are acceptable, please print, sign, and return a copy of the contract with this letter by e-mail. We look forward to conducting the geotechnical investigation for this project.

Very truly yours,

BURNS COOLEY DENNIS, INC.



Amber Templeton Reeb, E.I.



W. David Dennis, Jr., P.E.

WDD/ATR/khb
Copy Submitted: (via e-mail)
Attachment

**CONTRACT AGREEMENT
BETWEEN
BURNS COOLEY DENNIS, INC.
AND
MADISON COUNTY BOARD OF SUPERVISORS
FOR
GEOTECHNICAL ENGINEERING SERVICES**

THE AGREEMENT

This AGREEMENT is made by and between Burns Cooley Dennis, Inc., hereinafter referred to as GEOTECHNICAL ENGINEER, and Madison County Board of Supervisors, hereinafter referred to as CLIENT.

The AGREEMENT between the parties consists of these TERMS, the attached PROPOSAL identified as Proposal No. 1700IP-144, dated June 21, 2017, and any exhibits or attachments noted in the PROPOSAL. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.

STANDARD OF CARE

CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by GEOTECHNICAL ENGINEER will be based solely on information available to GEOTECHNICAL ENGINEER. GEOTECHNICAL ENGINEER is responsible for such data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by GEOTECHNICAL ENGINEER under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstances is any warranty, express or implied, made in connection with the providing of geotechnical engineering services.

SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for GEOTECHNICAL ENGINEER to perform the work set forth in this AGREEMENT. CLIENT will notify any and all possessors of the project site that CLIENT has granted GEOTECHNICAL ENGINEER free access to the site. GEOTECHNICAL ENGINEER will take reasonable precautions to minimize damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage is not part of this AGREEMENT.

CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. GEOTECHNICAL ENGINEER will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against GEOTECHNICAL ENGINEER, and agrees to defend, indemnify, and hold GEOTECHNICAL ENGINEER harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located.

HAZARDOUS MATERIALS

CLIENT understands that GEOTECHNICAL ENGINEER's services under this AGREEMENT are limited to geotechnical engineering and that GEOTECHNICAL ENGINEER has no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with hazardous materials. CLIENT is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, including the potentially affected public, of the existence of any hazardous materials located on or in the project site, or located during the performance of this AGREEMENT.

SAMPLE DISPOSAL

GEOTECHNICAL ENGINEER will dispose of all remaining soil samples sixty (60) days after submission of the report covering those samples. Further storage or transfer of samples can be made at CLIENT's expense upon CLIENT's written request.

CONSTRUCTION PHASE SERVICES

If GEOTECHNICAL ENGINEER is retained by CLIENT to provide a site representative for the purpose of observing specific portions of construction work or other field activities as set forth in the PROPOSAL, then this clause applies. For the specified assignment, GEOTECHNICAL ENGINEER will report observations and professional opinions to CLIENT. No action of GEOTECHNICAL ENGINEER or GEOTECHNICAL ENGINEER's site representative can be construed as altering any AGREEMENT between CLIENT and others. GEOTECHNICAL ENGINEER will report to CLIENT any observed geotechnically related work which, in GEOTECHNICAL ENGINEER's professional opinion, does not conform with plans and specifications. The GEOTECHNICAL ENGINEER has no right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for CLIENT. Furthermore, GEOTECHNICAL ENGINEER's presence on site does not in any way guarantee the completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction-related services.

GEOTECHNICAL ENGINEER will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of CLIENT, or safety precautions and programs incident thereto.

Tests performed by GEOTECHNICAL ENGINEER on finished work or work in progress are taken intermittently and indicate the general acceptability of the work on a statistical basis. GEOTECHNICAL ENGINEER's tests and observations of the work are not a guarantee of the quality of work and do not relieve other parties from their responsibility to perform their work in accordance with applicable plans, specifications and requirements.

BILLING AND PAYMENT

Invoices will be submitted to CLIENT by GEOTECHNICAL ENGINEER, and will be due and payable upon presentation. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. CLIENT will pay an additional charge of one-and-one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount.

TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by the other party, or if CLIENT suspends the work for more than three (3) months. In the event of termination, GEOTECHNICAL ENGINEER will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

INDEMNIFICATION

GEOTECHNICAL ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by GEOTECHNICAL ENGINEER's negligent acts, errors or omissions in the performance of professional services under this AGREEMENT and those of his or her subconsultants or anyone for whom GEOTECHNICAL ENGINEER is legally liable.

CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold GEOTECHNICAL ENGINEER harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by CLIENT's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or any for whom CLIENT is legally liable, and arising from the project that is the subject of this AGREEMENT.

GEOTECHNICAL ENGINEER is not obligated to indemnify CLIENT in any manner whatsoever for CLIENT's own negligence.

INSURANCE

GEOTECHNICAL ENGINEER represents that it and its agents, staff and consultants employed by it is and are protected by worker's compensation insurance and that it has such coverage under public liability and property damage insurance policies which are deemed to be adequate. Certificates for all such policies of insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, GEOTECHNICAL ENGINEER agrees to indemnify and save CLIENT harmless from and against any loss, damage or liability arising from any negligent acts by GEOTECHNICAL ENGINEER, its agents, staff and consultants employed by GEOTECHNICAL ENGINEER. GEOTECHNICAL ENGINEER shall not be responsible for any loss, damage, or liability arising from any acts by CLIENT, its agents, staff, and other consultants employed by CLIENT. A sample certificate of insurance follows this contract. Please advise if there are any additional requirements.

OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by GEOTECHNICAL ENGINEER, as instruments of service, shall remain the property of GEOTECHNICAL ENGINEER. CLIENT agrees that all reports and other work furnished to the CLIENT or its agents, which is not paid for, will be returned upon demand and will not be used by the CLIENT or its agents for any purpose whatever. GEOTECHNICAL ENGINEER will retain all pertinent records relating to the services performed for a period of five years following submission of GEOTECHNICAL ENGINEER's report, during which period the records will be made available to the CLIENT at all reasonable times.

ASSIGNMENT AND SUBCONTRACTS

Neither party shall assign this AGREEMENT, or any part thereof, without the written consent of the other

party, except for an assignment of proceeds for financing purposes. GEOTECHNICAL ENGINEER may subcontract for the services of others without obtaining CLIENT's consent where GEOTECHNICAL ENGINEER deems it necessary or desirable to have others perform certain services.

DISPUTES

All disputes between GEOTECHNICAL ENGINEER and CLIENT are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice.

No action or suit may be commenced unless the mediation did not occur within 45 days after service of notice; or the mediation occurred but did not resolve the dispute; or a statute of limitations would elapse if suit was not filed prior to 45 days after service of notice.

GOVERNING LAW AND SURVIVAL

The laws of the State of Mississippi will govern the validity of these TERMS, their interpretations and performance. Any mediation or other legal proceedings will occur in Jackson, Mississippi.

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of the AGREEMENT for any cause.

THIRD PARTY BENEFICIARIES

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the GEOTECHNICAL ENGINEER. The GEOTECHNICAL ENGINEER's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other entity shall have any claim against the GEOTECHNICAL ENGINEER because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT agrees to include a provision in all contracts with contractors and other entities involved in the project to carry out the intent of this paragraph.

The parties have read the foregoing, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed below by CLIENT.

MADISON COUNTY BOARD OF SUPERVISORS
CLIENT

Signature

Typed or Printed Name/Title

Date

BURNS COOLEY DENNIS, INC.
GEOTECHNICAL ENGINEER



Signature

W. David Dennis, Jr., P.E./President
Typed or Printed Name/Title

June 21, 2017
Date



BURNCOO-01

BDAVIDSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/16/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SouthGroup Jackson 795 Woodlands Parkway, Suite 101 Ridgeland, MS 39157	CONTACT NAME: PHONE (A/C, No, Ext): (601) 914-3220 FAX (A/C, No): (601) 914-3188 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Burns Cooley Dennis, Inc. P. O. Box 12828 Jackson, MS 39236	INSURER A : Travelers Casualty Company of Connecticut 36170	
	INSURER B : Travelers Commercial Insurance Company 36137	
	INSURER C : Aspen American 43460	
	INSURER D : Rockhill Insurance Company 28053	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6304B173488	05/15/2017	05/15/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ Included
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			8104B173488	05/15/2017	05/15/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP1J271722	05/15/2017	05/15/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ Aggregate \$ 1,000,000 PER STATUTE OTH-ER
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	UB4B173488	05/15/2017	05/15/2018	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Commercial Umbrella			CX005U817	05/15/2017	05/15/2018	Aggregate 7,000,000
D	Pollution Liability			ENVP00813404	02/18/2017	02/18/2018	Each Condition 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Sample	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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