

BURNS COOLEY DENNIS, INC.

GEOTECHNICAL AND MATERIALS ENGINEERING CONSULTANTS

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March 24, 2022

Madison County Economic Development Authority (MCEDA)
c/o Dale Partners Architects
188 East Capitol Street, Suite #250
Jackson, Mississippi 39201-2100

Proposal No. 22001P-92

Attention: Russ Blount, AIA, LEED AP, Partner

Re: Geotechnical Exploration
Proposed Fire Station
MCEDA Mega Site
Madison County, Mississippi

Gentlemen:

We are pleased to submit this proposal for conducting a geotechnical exploration for the referenced project. Our general understanding of the project is based on a telephone conversation with Mr. Russ Blount and information sent by him via e-mail on March 23, 2022.

Plans are being made for the construction of a new fire station on a parcel of land located within the MCEDA Mega Site in Madison County, Mississippi. The new fire station will consist of a building surrounded by drives and parking lots. A detention pond will also be constructed on the west side of the new fire station. Plans are to use the materials excavated from the detention pond as fill materials, provided they meet the earthwork requirements for this project. We understand that the new building will generally consist of a lightly loaded structure with plan dimensions of about 70 ft by 140 ft and a finished floor elevation of El. 262 ft. Based on the topographic survey provided, grades within the site range from about El. 254 ft to El. 262 ft. Therefore, up to 4 ft of fill will be needed within the construction area for the new building to reach the proposed finished floor elevation. Based on a Google Earth image, the proposed construction area for the building is generally open.

We proposed to explore subsurface soil conditions for the new fire station by means of nine borings. Four borings would be made within the building to an exploration depth of 15 ft. It should be noted that the proposed boring depth is only appropriate for considering the support of the lightly loaded structure on a shallow foundation system. For lightly loaded structures, we expect that column loads will be less than 150 kips and wall loads will not exceed 7 kips per ft.

Three borings would be made to an exploration depth of 6 ft within the new drives and parking lots and two borings would be made to a depth of 10 ft within the new detention pond.

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 in the pavement and detention pond borings at approximate 2-ft to 3-ft depth intervals. 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. Minus No. 200 sieve tests would be performed on selected samples to evaluate the classifications of coarse-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 site preparation, earthwork construction and foundation design and construction. Guideline recommendations would also be provided for pavement and detention pond 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. These services do not include site environmental evaluation, structural foundation design, detailed trench or slope stability evaluation, or construction phase services. 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 \$6,500.00. 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 findings and 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 exploration, 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 boring layout and for determining ground surface elevations at the boring locations. Greater accuracy of boring locations and ground elevations can be achieved by survey staking which the project civil-surveyor can perform at the owner's direction.

We could begin the field exploration phase of the exploration within about one to two weeks after your 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.

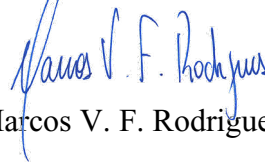
We appreciate the opportunity to submit this proposal. This letter and the following contract agreement are being provided by e-mail for your review and execution. If the scope of services and lump sum price described in the preceding paragraphs are acceptable, please sign the contract and return it to us by e-mail along with the letter. We look forward to conducting the geotechnical exploration for this project.

Very truly yours,

BURNS COOLEY DENNIS, INC.



Amber Templeton Reeb, P.E.



Marcos V. F. Rodrigues, P.E.

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

**CONTRACT AGREEMENT
BETWEEN
BURNS COOLEY DENNIS, INC.
AND
MADISON COUNTY ECONOMIC DEVELOPMENT AUTHORITY
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 Economic Development Authority, hereinafter referred to as CLIENT.

The AGREEMENT between the parties consists of these TERMS, the attached PROPOSAL identified as Proposal No. 22001P-92 dated March 24, 2022, 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.

ALLOCATION OF RISK

The total cumulative liability of GEOTECHNICAL ENGINEER, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "GEOTECHNICAL ENGINEER ENTITIES"), to CLIENT arising from services under this AGREEMENT, will not exceed the gross compensation received by GEOTECHNICAL ENGINEER under this AGREEMENT or \$50,000, whichever is greater; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in GEOTECHNICAL ENGINEERS's services, whether alleged to arise in tort, contract, warranty, or other legal theory.

Subject to the provisions and limitations of this AGREEMENT, GEOTECHNICAL ENGINEER agrees to indemnify and hold harmless CLIENT, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and

costs of defense), or other losses (collectively “Losses”) to the extent caused by GEOTECHNICAL ENGINEER’s negligent performance of its services under this AGREEMENT.

CLIENT will indemnify and hold harmless GEOTECHNICAL ENGINEER ENTITIES from and against any and all losses to the extent caused by the negligence of CLIENT, its employees, agents and contractors. In addition, except to the extent caused by GEOTECHNICAL ENGINEER’s sole negligence, CLIENT expressly agrees to defend, indemnify and hold harmless GEOTECHNICAL ENGINEER ENTITIES from and against any and all losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of hazardous materials, or the exposure of any person to hazardous materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to hazardous materials.

Neither CLIENT nor GEOTECHNICAL ENGINEER will be liable to the other for special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost or capital, or claims of the other party and/or its customers.

The indemnity obligations and the limitations of liability established under this AGREEMENT will survive the expiration or termination of this AGREEMENT. If GEOTECHNICAL ENGINEER provides services to CLIENT that the parties do not confirm through execution of an amendment to this AGREEMENT, the obligations of the parties to indemnify each other and the limitations on liability established under this AGREEMENT apply to such services as if the parties had executed an amendment.

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.

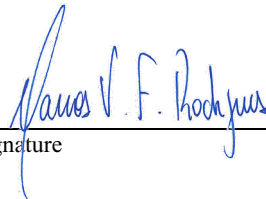
MADISON COUNTY ECONOMIC
DEVELOPMENT AUTHORITY

CLIENT

BURNS COOLEY DENNIS, INC.
GEOTECHNICAL ENGINEER

Signature

Signature



Typed or Printed Name/Title

Marcos V. F. Rodrigues, P.E./Vice President
Typed or Printed Name/Title

Date

March 24, 2022
Date

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.

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.

Table with 2 main sections: PRODUCER (Greyling Ins. Brokerage/EPIC) and INSURED (Burns Cooley Dennis, Inc.). Includes contact info for Katie Kresner and a table of INSURER(S) AFFORDING COVERAGE.

COVERAGES CERTIFICATE NUMBER: 21-22 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.

Main coverage table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Professional Liab.

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

CERTIFICATE HOLDER (Evidence of Coverage) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.)