

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

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**MEMORANDUM**

October 31, 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: Engineering Design Contract  
Yandell Road from N Old Canton Road to Bainbridge Crossing

The Engineering Department requests approval of the design contract with Pickering Firm for the design of the widening of Yandell Road for a fee not to exceed \$898,531.28 and to authorize the Board President to sign the contract.



Service and Good Work...  
Our Foundation, Our Future  
Since 1946

September 20, 2024

Tim Bryan, P.E., PTOE  
County Engineer  
Madison County Board of Supervisors  
3137 South Liberty Street  
Canton, MS 39046

Re: Yandell Road West Segment  
North Old Canton Road To Bainbridge Crossing  
Pickering Project No 26943.00  
Madison County

Dear Tim:

Pickering Firm, Inc. (CONSULTANT) is pleased to submit this Scope of Work and Fee Proposal to the Madison County Board of Supervisors (COUNTY) for providing professional engineering services for the captioned project. Our scope of work, schedule and fee is attached.

We propose to complete this work actual cost plus fixed fee basis with an upset limit of **\$898,531.28** for the satisfactory completion of the Scope of Work set forth under Exhibit A and Exhibit B, hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT'S fixed fees attributable to this CONTRACT.

Services are to be rendered in the customary manner, which, together with the general understanding applicable to our relationship with you, are set forth in the printed General Provisions which are attached hereto and made a part of this agreement. This proposal represents the entire understanding between each party in respect to the project and may be modified in writing if signed by both parties.

If this letter satisfactorily sets forth your understanding of the arrangements, please sign this document in the space provided below and return a copy to us as our written authorization to proceed.

We appreciate the opportunity to work with you on this project.

Sincerely,

A handwritten signature in blue ink that reads "Rick Ferguson".

Richard C. Ferguson, P.E.  
PRINCIPAL

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

**Facility Design • Civil Engineering • Surveying • Transportation • Natural / Water Resources**

## GENERAL PROVISIONS

Attached to and made part of LETTER AGREEMENT dated September 20, 2024 between the Madison County Board of Supervisors (CLIENT) and Pickering Firm, Inc. (ENGINEER) in respect of the project (PROJECT) described therein.

### SECTION 1. CLIENT'S RESPONSIBILITIES

1.1 CLIENT shall designate a person to act with authority on CLIENT'S behalf in respect to all aspects of the PROJECT, shall examine and respond promptly to ENGINEER'S submissions, and shall give prompt written notice to ENGINEER whenever he observes or otherwise becomes aware of any defect in the PROJECT. The person designated by the CLIENT shall be Tim Bryan, P.E.

1.2 CLIENT shall also provide to the ENGINEER all objectives, constraints and criteria, and information as to the design and technical requirements for and scope of the PROJECT, and shall:

- Guarantee access to and make all provisions for ENGINEER to enter upon public and private property as necessary to accomplish the work.
- Provide such legal, accounting, independent cost estimating, and insurance counseling services as may be required for the PROJECT.
- Establish and periodically update the budget for the PROJECT including maintenance of reasonable contingencies for the design, procurement, and construction phases.
- Provide current site survey and geotechnical and environmental studies and reports, and construction material testing as may be required for the PROJECT.
- Cause CLIENT'S separate consultants and/or contractors to coordinate their services with the services provided by the ENGINEER. ENGINEER shall be entitled to rely on the accuracy and completeness of services and information furnished by the CLIENT and the CLIENT'S consultants. ENGINEER shall have no responsibility for the technical content of CLIENT'S or CLIENT'S services and information but shall notify CLIENT if ENGINEER becomes aware of any error, omission or inconsistency in such services or information.
- Furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT.
- Provide the ENGINEER with escorts and means of access to all areas; this being necessary for the orderly progress of the work, the ENGINEER shall be entitled to rely upon the efficiency and completeness thereof.
- Compensate the ENGINEER for services rendered under this AGREEMENT and pay all cost incident to CLIENT furnished items.

### SECTION 2. REIMBURSABLE EXPENSES

2.1 Reimbursable expenses include actual expenditures made by the ENGINEER, his employees, or his subconsultants in the interest of the PROJECT. Reimbursable expenses include but are not limited to the following:

- Expenses of transportation and living when traveling in connection with the PROJECT, long distance calls, overnight mail, telecopies, and fees paid for testing and/or for securing

- approval of authorities having jurisdiction over the PROJECT.
- Expense of printing, reproduction, postage, and handling of drawings, specifications, and reports including duplicate sets at the completion of each phase of the client's review and approval.
- Expense of subconsultants and specialists when authorized by the CLIENT.

### SECTION 3. PAYMENTS TO THE ENGINEER

3.1 Progress payments shall be made in proportion to services rendered and as indicated within this AGREEMENT and shall be due and owing upon receipt of the ENGINEER'S submittal of his invoice. A fee of 1- 1/2% of the invoiced amount will be charged for each month or portion thereof that payment is late; payment when received will be applied first to this fee and then to the original invoiced amount. Initial payment or retainage will be credited to the ENGINEER'S last invoice for services.

3.2 The CLIENT shall contact the ENGINEER'S Project Manager within five (5) working days of receipt of the invoice to clarify any disputed issues concerning the invoice. Payment of non-disputed items shall not be withheld. Failure to contact the ENGINEER'S Project Manager within five (5) working days shall constitute confirmation that the invoice is acceptable to the CLIENT and duly payable in full.

3.3 If the CLIENT fails to make payments due the ENGINEER, the ENGINEER may, after giving seven (7) days written notice to CLIENT, suspend services under this AGREEMENT, and retain all work products deliverable to the CLIENT until payment is made. ENGINEER shall have no liability to the CLIENT for delay or damage caused to the CLIENT because of such suspension of services. The ENGINEER'S fees and time schedule for remaining services shall be equitably adjusted. The project completion date shall be extended no less than the number of days services are suspended.

3.4 Invoices which remain unpaid sixty (60) days from the date of the invoice may result in the cessation of all work on the PROJECT. If payment has not been received after ninety (90) days from the date of invoice, a stop work order will be issued. The CLIENT will be liable for all reasonable collection costs and attorneys' fees. The CLIENT will be given a written notice seven (7) days before work is stopped.

3.5 No deductions shall be made from the ENGINEER'S compensation because of penalties, liquidated damages, or other sums withheld from payments to Contractors nor for disputes with regard to ENGINEER'S services.

3.6 If the PROJECT is delayed or if the ENGINEER'S services for the PROJECT are delayed or suspended for more than three months for reasons beyond the ENGINEER'S control, the ENGINEER may, after giving seven days written notice to the CLIENT, terminate this AGREEMENT, and the CLIENT shall compensate the ENGINEER in accordance with the termination provision contained in the AGREEMENT.

3.7 A sample invoice is attached. Without comments to the contrary, CLIENT agrees that the format and content of the invoice are satisfactory for payment.

#### **SECTION 4. OWNERSHIP OF DOCUMENTS**

4.1 It is understood by and between the parties that all drawings, specifications and other work products of the ENGINEER for this project shall remain the property of the ENGINEER, are instruments of service for the PROJECT only, and shall apply only to this particular property. Upon payment for services rendered, ENGINEER grants CLIENT a license to use instruments of ENGINEER'S professional service for the purpose of constructing, occupying, or maintaining the Project. The CLIENT shall not reuse any of the instruments of service of the ENGINEER for extensions of this PROJECT or for any other project without the written permission of the ENGINEER. Any reuse or adaptation of the ENGINEER'S instruments of service on other projects shall entitle ENGINEER to additional compensation in an amount to be agreed upon by the CLIENT and ENGINEER.

#### **SECTION 5. DELEGATION OF DUTIES**

5.1 Neither the CLIENT nor the ENGINEER shall delegate his duties under this AGREEMENT without the written consent of the other.

#### **SECTION 6. TERMINATION**

6.1 This AGREEMENT may be terminated by either party by seven days written notice in the event of substantial failure to perform in accordance with the terms of this AGREEMENT by the other party through no fault of the terminating party. If this AGREEMENT is terminated, the ENGINEER shall be paid for services performed to the termination notice date including reimbursable expenses due plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributable to termination, plus 15% of the total compensation earned to the time of termination to account for ENGINEER'S re-scheduling adjustments, reassignment of personnel and related costs incurred due to termination.

#### **SECTION 7. EXTENT OF AGREEMENT**

7.1 This AGREEMENT represents the entire and integrated AGREEMENT between the CLIENT and the ENGINEER and supersedes all prior negotiations, representations, or agreements either written or oral. This AGREEMENT may be amended only by written instrument signed by the CLIENT and the ENGINEER.

#### **SECTION 8. GOVERNING LAW**

8.1 Unless otherwise specified within this AGREEMENT, this AGREEMENT shall be governed by the law of the principal place of business of the ENGINEER.

#### **SECTION 9. GENERAL**

9.1 The engineering services under this AGREEMENT will be performed in accordance with professional skill and care ordinarily provided by engineers practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). The ENGINEER shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly

progress of the PROJECT. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. ENGINEER makes no warranties or guarantees either expressed or implied.

9.2 Any opinion of construction cost prepared by the ENGINEER represents ENGINEER'S judgment as a design professional and is supplied for the general guidance of the CLIENT. The ENGINEER has no control over the cost of labor and material, or over competitive bidding or market conditions. The ENGINEER does not guarantee, warranty or represent as accurate such opinions.

9.3 The point of contact for the ENGINEER will be **Rick Ferguson, P.E.**

9.4 As a condition precedent to any legal proceedings, all claims, disputes, controversies or matters in question arising out of, or relating to the AGREEMENT or any breach thereof including, but not limited to, disputes arising out of alleged design defects, breaches of contract, error omissions, or acts of professional negligence (collectively "disputes") shall be submitted to mediation before and as a condition precedent to any other remedy. Upon written request by either party to this AGREEMENT for mediation of any dispute, CLIENT and ENGINEER shall select by mutual agreement, a neutral mediator. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by CLIENT and ENGINEER within ten (10) calendar days, a mediator shall be chosen as specified in the Construction Industry Mediation Rules of the American Arbitration Association then in effect.

Notwithstanding any other provisions of this Article, in no event shall a demand for mediation be made more than two (2) years from the date the party making demand knew or should have known of the dispute or six (6) years from the date of the substantial completion of ENGINEER'S participation in the PROJECT whichever date shall occur earlier.

All mediation shall take place in the county designated by ENGINEER unless ENGINEER and CLIENT agree otherwise. The fees of the mediator(s) shall be apportioned equally between the parties.

9.5 Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

9.6 In the event any provisions of this AGREEMENT shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

9.7 The ENGINEER has no control over, charge of, or responsibility for construction. CLIENT shall retain a qualified Contractor(s), licensed in the jurisdiction of the PROJECT to implement the construction of the PROJEXCT. The ENGINEER has not been retained or compensated, nor is the ENGINEER responsible to provide, design and construction review services relating to any safety precautions or means, methods, techniques, sequences, or procedures performed by any Contractor or vendor in connection with the engineering service provided hereunder.

## **SECTION 10. INDEMNITY**

**10.1** Should the ENGINEER become involved in litigation as a result of his performance of work for the CLIENT under this contract, the CLIENT agrees to defend and hold harmless and pay for all attorney's fees for ENGINEER in such litigation provided the ENGINEER has not be negligent or is found to be at fault in such litigation.

**10.2** If any claim is brought against either CLIENT or ENGINEER by any third party, relating in whole or in part to the negligence of CLIENT or ENGINEER each party shall indemnify the other against any loss or judgment, including attorneys' fees and costs, to the proportionate extent that such loss or expense is caused by that party's negligence. CLIENT will reimburse ENGINEER for expenses related with claims, including attorneys' fee and costs, if ENGINEER is proven not to be negligent.

**10.3** In addition, CLIENT agrees to defend, indemnify, and hold harmless the ENGINEER, its officers, directors, employees, agents and representatives from and against all liabilities, claims, demands, losses, costs, damages, actions, suite, or other proceedings by whomsoever made arising out of or in connection with ENGINEER'S performance of work hereunder made or brought against ENGINEER (other than by any employee, officer, director, agent or other representative of the ENGINEER) for any environmental pollution or contamination, including without limitation, any actual or threatened release of toxics, irritants, or pollutants, or waste gases, liquids, or solid materials, provided that ENGINEER (a) performs hereunder without neglect, and (b) does not negligently create, cause, contribute to, or aggravate any such pollution or contamination in existence at the project site.

**10.4** Limitation of Liability. For each PROJECT, CLIENT and ENGINEER agree that, to the fullest extent permitted by law, the total aggregate liability of ENGINEER its employees, agents and subcontractors, for claims of loss, injury, death, damage or expense, including claims under Section 10.2, shall not exceed the total sum of \$50,000.00 or the fee set forth in the Work Authorizations, whichever is lesser, for any claims arising out of ENGINEER'S services under this contract irrespective of the cause of action plead. Such causes include, but are not limited to, ENGINEER'S negligence errors, omissions, breach of contract, breach of warranty, strict liability, negligent misrepresentation, statutory liability, or other acts giving rise to liability based upon contract, tort, or statute. This provision takes precedence over any conflicting provisions of this AGREEMENT.

**10.5** CLIENT acknowledges that the ENGINEER is a business entity and agrees that any claim made by the CLIENT arising out of any act or omission of any member, owner, partner, manager, director, officer, or employee of the business entity in the execution or performance of this Agreement shall be made solely against the business entity and not against any individual or group of individuals in any capacity.

**10.6** If this PROJECT concerns the identification and/or removal of hazardous materials, CLIENT specifically agrees to indemnify and hold harmless ENGINEER from any and all claims, liabilities or damages of whatsoever nature and whatsoever character, including attorneys' fees, related to any claim for existence of hazardous materials contamination including but not limited to personal injury or wrongful death associated with hazardous materials in regard to this PROJECT without limitation.

## **SECTION 11. INSURANCE**

**11.1** The ENGINEER shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage where reasonably commercially available.

**11.2** The ENGINEER shall maintain professional liability insurance coverage where reasonably commercially available.

**11.3** CLIENT agrees to require any contractor working on the PROJECT to provide CLIENT and ENGINEER with Commercial General Liability Insurance which names both CLIENT AND ENGINEER as additional insured for their interests on the PROJECT as they may exist. Said insurance shall be primary to any other insurance offering the same or similar coverage and this shall be reflected on the certificate of insurance. Proof of such insurance in the form of a standard Accord certificate shall be sent to CLIENT and ENGINEER prior to commencement of construction.

## **EXHIBIT A**

### **ENGINEERING SCOPE OF WORK**

This CONSULTANT shall provide all necessary professional services required to complete environmental studies, design and Right-of-Way survey, determination of required Right-of-Way limits, Right-of-Way acquisition, centerline soil profile, hydraulic design, and roadway design. The project services will be in connection with the development, design and construction for the widening of existing Yandell Road to a 5-lane section from approximately 350 feet east of North Old Canton Road to 200 feet east of Bainbridge Crossing.

The Scope of Work will be divided into the following:

1. Environmental Studies
2. Design and ROW Survey
3. ROW Acquisition
4. Centerline Soil Profile
5. Preliminary Roadway Plans
6. Final Roadway Plans
7. PS&E Assembly

### **ENVIRONMENTAL STUDIES**

The CONSULTANT will perform various Engineering and Environmental studies necessary to prepare a NEPA Document, in accordance with the US Department of Transportation, Federal Highway Administration Technical Advisory T 6640.8A, Guidance for Preparing and Processing Environmental Documents and Section 4 (F) Documents; Federal-Aid Policy Guide 23 CFR 770, 771, 772, and 777 at the time this CONTRACT is executed; and MDOT Project Development/Environmental Documentation. The CONSULTANT shall be responsible for obtaining permits, licenses, and/or authority from public agencies required for the construction of the PROJECT.

## DESIGN & ROW SURVEY

The CONSULTANT shall survey the project utilizing standard surveying practices as required to prepare preliminary and final contract plans in accordance with the current MDOT Design Manual. The work shall be performed in accordance with the current MDOT Survey Manual, unless specifically accepted, and with any additional instructions or requests as specified by the COUNTY, including the following:

1. Document “good faith” efforts to notify the property owners prior to entering upon the property for survey purposes.
2. Establish horizontal and vertical control, intermediate control and centerline in accordance with the MDOT Survey Manual.
3. Perform hydraulic survey according to the MDOT Survey Manual.
4. Participate in centerline inspection (hub-line review) immediately following its location to determine if any adjustments are necessary. The CONSULTANT shall make all necessary adjustments resulting from this inspection, and shall also make any adjustments necessary as a result of the centerline inspection(s) from the adjacent project(s).
5. Perform complete topographic survey along proposed centerline in accordance with the MDOT Survey Manual.
6. By the time Preliminary Right-of-Way (ROW) plans are developed, the CONSULTANT will be required to establish the location of property lines, determine ownership from deeds of record, and develop a Property Map of the project according to standard, recognized surveying procedures in preparation for Right-of-Way documents meeting the Mississippi Board’s “Standards of Practice” for surveying in the State of Mississippi as set forth and published by the State Board of Licensure for Professional Engineers and Surveyors. The following are required MDOT elements:
  - a) A detailed and diligent search and collection of property corners, ROW markers, and property line evidence shall be conducted on all parcels in or connecting to the limits of the project. A detailed description of the property evidence found will be required for each point collected.
  - b) Existing highway ROW, local road ROW, railroad ROW, and utility ROW that fall within the topographic limits of the project shall be collected.
  - c) Each land parcel boundary in or connecting to the limits of the project shall be drawn and the boundary lines delineated as; from evidence or deed. Each individual parcel to be labeled with the following: owner name and tax parcel number. All GLO lines intersecting the project labeled with appropriate Section, Township, and Range information. Lot and block or tract numbers of property and adjoining lots of Subdivisions.

- d) All corners and evidence found shall be labeled with coordinates and the description of the evidence found. It shall not be necessary to show station/offset to any corners or to property lines at their intersection with the existing centerline. No ROW markers or property corners symbology shall be shown unless they are collected in the field.
  - e) Any distances or bearings shown on this drawing shall be grid.
  - f) North arrow.
  - g) The property point ASC II file shall be printed by the consultant and the professional surveyor in charge of the project shall certify by signing and placing his or her seal on each page that the coordinate values of this file meet or exceeds requirements for land class "B," as required by Mississippi Board of Licensure for Professional Engineers and Land Surveyor's "Standards of Practice" for Land Surveying in the State of Mississippi.
7. Any local road to be relocated on the project will be submitted to the COUNTY for approval. A site visit by the appropriate representatives of the COUNTY will be made with the CONSULTANT to review the proposed relocations. The approved relocations will then be staked and cross sections developed by one of the methods outlined in the MDOT Survey Manual.
  8. In the case of any discrepancy or ambiguity between the MDOT Survey Manual, the Mississippi Board's "Standards of Practice" or specifications listed within this CONTRACT the CONSULTANT shall adhere to the most stringent requirement for the specific task in question, unless otherwise directed in writing by a representative of the MDOT authorized to make alterations to this CONTRACT.
  9. The location of any utility shall be delineated, as described in the MDOT Survey Manual.

Right-of-Way Plats and legal descriptions shall be completed, checked, sealed and signed by the CONSULTANT's Professional Land Surveyor prior to submittal to the COUNTY. At least two (2) copies per individual landowner shall be submitted bearing an original Seal and signature of the PLS or PE/PLS. Ideally, an individual (letter or legal size) parcel plat per landowner should be produced, but under circumstances whereby standard engineering scaled drawings provide a clear and legible plat, several small adjoining parcels may be combined on the same plat. Legal descriptions shall be identified clearly with accompanying plats and provided to the COUNTY in a format acceptable.

The Right-of-Way Acquisition Map is a composite mosaic of the individual parcels which are to be acquired on the project. This map is used by the appraisers and negotiators to present the information to the landowners during the acquisition phase of the Right-of-Way process. The map includes a layout sheet which locates the project on the highway, showing a Point of Beginning and an End of Project, or Work Sites in the case of bridges or intersection projects. The following sheets are generally at a scale of 1"= 100', 1"= 200', or 1"= 400' (depending on the amount of information presented and the size of the project). Each parcel to be acquired is identified by parcel number, owner name, and area of take. The remaining area is shown for the parent parcel of each take area. Also, each instrument needed to acquire the properties is identified on the maps. Instruments include



Warranty Deeds (W-deeds), Quitclaim Deeds (Q-deeds), Temporary Easements (T-deeds), Permanent Easements (E-deeds) and Access Rights Deeds (G-Deeds). The maps are printed out on E-size sheets on reproducible film media when finalized to preserve the information.

The CONSULTANT acknowledges that revisions to plans and to Maps and Deeds shall be given high priority treatment, especially after the release of a complete set of Maps and Deeds. The CONSULTANT shall complete revisions to Maps and Deeds in a timely manner that will not impede the progress of the appraisal and acquisition phases of the Right-of-Way process.

Upon the completion of Right of Way Plats and legal descriptions, the COUNTY may negotiate a Supplemental Agreement with the CONSULTANT for complete ROW ACQUISITION SERVICES.

## **CENTERLINE SOIL PROFILE**

The CONSULTANT will investigate sub-surface soil and geological conditions along the project route as required to provide the necessary design criteria for structure foundations, pavement support criteria, embankment stability, and other as required by the COUNTY.

Design Criteria for pavement support shall be determined from a Centerline Soil Profile. The specific objective of this study is to determine the quality and type of soils located along the project. The centerline soil profile shall be completed prior to the submittal of the Preliminary Right-of-Way plans so that the plans reflect slope requirements in areas that contain high-volume-change soils. Specific work requirements include the following:

The CONSULTANT shall perform necessary field and laboratory work to develop and provide the complete soil profile along the centerline of survey. The soil survey shall be performed by the CONSULTANT in such a manner as necessary to produce a report in accordance with MDOT Standard Operating Procedures TMD-20-14-00-000 – Standard Design Procedures for Construction of Roadways Through High Volume Change Soils.

The CONSULTANT shall identify the types of soils along the proposed alignment, evaluate their potential use as fill materials, and locate any undesirable low strength surface soils which may require undercutting or other remedial measures for construction. From the original soil profile, a tentative base design will be formed by the CONSULTANT and any undesirable strata shall be noted for special consideration by the Project Engineer in charge of the actual construction. It is of distinct value in determining soil strata placement during grading operations where better soils should be placed at grade and poor soils below.

Prior to the beginning of the field exploration, the CONSULTANT shall submit the proposed plan of work to the COUNTY for review and approval. As a general rule, soil borings should be spaced a maximum of 200 feet apart along the centerline and drilled to a depth of 3 feet below the proposed subgrade line in cut sections or natural ground in fill sections. The spacing and depth of soil borings should vary if unusual conditions are encountered such as rock layers, water strata, or weak deposits (muck or unstable material). The auger method of drilling for disturbed samples is generally suitable for identification of the materials obtained.

Additional laboratory tests and analyses, which are not specified in TMD-20-14-00-000, shall be performed by the CONSULTANT. These include:

1. Estimated CBR, from charts supplied by MDOT;
2. Volume Change, AASHTO T 92;
3. pH, Mississippi Test Method MT-30;
4. Soil Resistivity, Mississippi Test Method MT-47.

The CONSULTANT shall prepare a report of the findings of the soil survey. This report shall include recommendations for handling unsuitable or undesirable soils, copies of the laboratory test results on MDOT form TMD-683, or equivalent, and the centerline soil profile. The centerline soil profile shall show the limits of each soil type identified, with each type labeled with:

1. an identification number to reference it to the laboratory test results,
2. AASHTO classification,
3. Unified Soils classification,
4. estimated CBR.
5. % Volume Change (if applicable)

The CONSULTANT shall provide 10 copies of the report to the COUNTY.

The CONSULTANT shall be responsible for obtaining permits, licenses, and/or authority from public agencies required for the conduct of his operations under this CONTRACT, including payment of any charges for the same, and shall not work or use public property without such authority, licenses, or permits. This also applies to permits required to transport equipment over or across public thoroughfares. The CONSULTANT will also be required to notify private landowners and to obtain access and permission to enter or work on their property. The COUNTY shall be notified in writing within 5 working days of any landowner's refusal to grant access to their property.

All foundation investigation work – drilling, soils classification, laboratory testing – and all other work in connection therewith, shall follow procedures outlined in AASHTO publication, *Manual on Subsurface Investigation, 1988*.

The COUNTY recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of the CONSULTANT with appropriate equipment may fail to detect certain hidden conditions. The COUNTY also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

## **PRELIMINARY ROADWAY PLANS**

### **FIELD REVIEW PLANS**

The CONSULTANT shall prepare and submit Field Review Plans in accordance with the COUNTY's format. The Field Review Plans shall contain: Title sheet, detailed index, general notes, preliminary listing of pay items, erosion control details, traffic signal details, lighting plan layout and detail sheets as well as any traffic control that will be required during construction.

A lighting plan shall be included in the field review plans. The CONSULTANT shall determine the most effective means of lighting the roadway to achieve the desired lighting levels. The field review plans shall show the location of the proposed lighting assemblies and provide information for the COUNTY's review. Height of poles, number of luminaries, type of lamps and any special features required shall be indicated on the plans.

Subsequent to the Field Inspection, the CONSULTANT shall make all necessary changes which arise during the inspection. Five (5) sets of preliminary plans shall be submitted to the COUNTY for review and approval. Allow approximately three (3) weeks for review by the COUNTY. After the field review is conducted, the CONSULTANT shall provide the COUNTY with an updated construction cost estimate. The estimate shall be based on historical cost data from similar COUNTY projects.

### **UTILITIES**

The CONSULTANT will locate telephone, electricity, gas, water, cable, sewer and other utilities which will affect the PROJECT from information provided by the COUNTY and private utility companies and from CONSULTANT'S surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

The CONSULTANT will coordinate with the COUNTY and representatives of utility companies to mitigate the relocation or adjustment of utility conflicts.

The CONSULTANT will schedule monthly progress meetings with representatives of utility companies to effectively coordinate with the COUNTY. The CONSULTANT will be responsible for preparing the minutes of these progress meetings.

## **FINAL ROADWAY PLANS**

### **OFFICE REVIEW PLANS**

The CONSULTANT shall prepare and submit Office Review Plans in accordance with the COUNTY's format. The Office Review Plans shall contain: Title sheet; detailed index, general notes, summary of quantities, estimated quantities, traffic signal details, lighting plan layout and detail sheets, special design sheets, traffic control plan, erosion control sheets, and all notes and data used to develop the plans.

After the Office Review plans (100% plan development, pending final review) are complete, the CONSULTANT shall submit five (5) sets of plans for review by the COUNTY. A final Office Review will be required and the CONSULTANT shall be required to attend. Allow approximately three (3) weeks from the submittal date for scheduling and completing the Office Review. In the office review, the COUNTY shall review and mark the plans with all required revisions.

After the Office Review is conducted, the CONSULTANT shall provide the COUNTY with a written updated construction cost estimate. This estimate shall be based on the plan quantities and historical cost data for the pay items.

Unless otherwise specified in the CONTRACT, after all revisions have been made, the CONSULTANT shall submit the final contract plans including all survey notes, design, special provisions, estimates of cost and revised quantity computations and all notes or other data used in development of the plans including raw data and ASCII coordinate files. The design computations shall be legible, neat and orderly, and properly identified and referenced. All analysis computations and pertinent sketches are understood to be part of the design computations.

The final contract plans shall be accompanied by a written certification and completed checklist from the CONSULTANT that a detailed check of the plans, including quantity computations, has been made prior to submission. The plans may not be accepted without this written certification.

Final contract plans shall be submitted as original drawings.

The CONSULTANT shall prepare all special provisions pertinent to the intent of the plans unless the COUNTY has on hand suitable special provisions that will be used.

## **PS&E ASSEMBLY**

The CONSULTANT shall submit to the COUNTY all necessary documents and prepare all special provisions pertinent to the intent of the plans. The CONSULTANT shall issue plans and proposals to prospective bidders during the advertising period and shall attend the letting and assist in tabulation and evaluation of bids.

The Consultant shall prepare legal advertisement for the referenced project and shall ensure the project follows and is properly advertised per Mississippi State bidding laws and regulations. These services include the following:

- Preparing the advertisement
- Bidder Coordination
- Receive and evaluate bids
- Assemble Bids and Submit

## EXHIBIT B

### ROW ACQUISITION SCOPE OF WORK

#### APPRAISAL

##### **General**

After written authorization has been received by the COUNTY prior to the initiation of negotiations on any parcel of property on the Project, the CONSULTANT shall prepare real property appraisal reports in accordance with this contract and all applicable rules, regulations and laws including, without limitations, including the following:

1. The Uniform Standards of Professional Appraisal Practice, (USPAP);
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §4601 and Regulations promulgated pursuant thereto at 49 CFR Part 24;
3. Mississippi law applicable to governmental acquisition appraisal;
4. The appraiser should be a Licensed Real Estate Appraiser with two (2) years' experience in appraisal for the purpose of the acquisition of right of way, or shall at a minimum conform to the requirements of 24. 103 (d)(1)(2) of 49 CFR 24 of the Uniform Act ; and
5. All appraisal reports shall be completed in a format materially equivalent to the MDOT Appraisal Report forms.

The APPRAISER shall prepare real property appraisal reports in accordance with this contract and all applicable rules, regulations, and laws, including the Uniform Act Regulations found in 49 CFR 24. Therefore, Appraisal Reports developed and reported as part of this scope of work shall, at a minimum, meet the following requirements as defined in 49 CFR 24.103.

1. An adequate description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, an adequate description of the remaining property), including items identified as personal property, a statement of the known and observed encumbrances, if any, title information, location, zoning, present use, an analysis of highest and best use, and at least a 5-year sales history of the property. (*See appendix A, §24.103(a) (1).*)
2. All relevant and reliable approaches to value consistent with established Federal and federally-assisted program appraisal practices. If the appraiser uses more than one approach, there shall be an analysis and reconciliation of approaches to value used that is sufficient to support the appraiser's opinion of value. (*See appendix A, §24.103(a) (1).*)
3. A description of comparable sales, including a description of all relevant physical, legal, and economic factors such as parties to the transaction, source and method of financing, and verification by a party involved in the transaction.
4. A statement of the value of the real property to be acquired and, for a partial acquisition, a statement of the value of the damages and benefits, if any, to the remaining real property, where appropriate. And;
5. The effective date of valuation, date of appraisal, signature, and certification of the appraiser.

## **Revised Appraisal Reports**

The COUNTY will review all revisions to the Right of Way Acquisition Maps and Deeds and in consultation with the Review Appraiser will determine if the revision will require a revised appraisal of the parcel. If it is determined that a revised appraisal report is necessary, the CONSULTANT will develop and report a revised appraisal. If the CONSULTANT initiates the request for revision to the Right of Way Plans and maps and deeds, the request must be made to the COUNTY and have the concurrence of the Review Appraiser. All appraisals shall be completed in accordance with the requirements above for appraisals.

## **Preparation of Appraisals for Court Testimony**

The following services may be included in the scope of work for this contract and in compensation covered under this contract. If the following services are required under the scope of work for this contract, the services shall be considered part of this contract and shall be commenced upon written authorization from the COUNTY at the time they are needed in accordance with the compensation agreed to in the fee schedule contained within the Real Estate Service Contract for COUNTYs in Mississippi.

If the preparation of appraisals for court testimony and attendance at pre-trial conferences or trial testimony or other court proceedings relating to the acquisition of the right of way for the Project are NOT covered by this Contract (or the compensation to the CONSULTANT under this Contract), the services may be considered as “Additional Services” for all purposes and the fees for “Additional Services” shall be negotiated and agreed to at the rates provided within the Real Estate Service Contract for COUNTYs in Mississippi by a Supplemental Agreement to this Contract prior to the rendering of such “Additional Services”.

In the event of condemnation proceedings, the COUNTY shall direct the CONSULTANT to prepare appraisal(s) for court testimony. The appraisal(s) for court testimony shall be completed in preparation for testimony before the Special Court of Eminent Domain and shall be performed and completed in accordance with the requirements set forth herein, as of the date of the filing of the suit.

A letter shall be sent by COUNTY to the CONSULTANT, requesting the preparation of an appraisal report for court, court pre-trial preparation conferences and meetings with the legal representatives of the COUNTY, and trial testimony if required. The appraisal for court shall include, but not be limited to, market research, property inspection(s), report writing and preparation, preparation of the discovery material, and transmittal letters. The appraisal report prepared for court testimony shall be reviewed and accepted by the Review Appraiser before any pre-trial conferences and court testimony unless otherwise authorized by the COUNTY. The COUNTY shall approve payment of the appraisal report prepared for court testimony, upon review and acceptance for court testimony by the project Review Appraiser.

The COUNTY may require and request the attendance of the CONSULTANT and/or the Appraiser of Record at conferences for the purpose of discussing certain aspects of the appraisal report or for pre-trial conferences for the purpose of discussing certain aspects of the appraisal report or for pre-trial conferences with the attorney prior to actual court trial. Also, the CONSULTANT, or, more specifically, the Appraiser of Record shall be available for court



appearances and court testimony to provide an oral testimony of his appraisal for Court and opinion of market value.

The CONSULTANT shall be responsible for supplying all appraisal expert witness testimony and for delivering all Appraisal Reports for Court to meet all deadlines. In the event the Appraiser of Record cannot fulfill the obligations to testify as the valuation witness, the CONSULTANT shall be responsible for supplying a properly qualified substitute appraisal witness acceptable to the COUNTY at no additional costs above the agreed upon fee for this service.

## APPRAISAL REVIEW

### General

Prior to the Establishment of the Amount Believed to be Just Compensation, the Fair Market Value Offer, and Acquisition of the parcel interest, a review of the appraisal report shall be performed by the Review Appraiser. The appraisal review shall be developed and reported in compliance with the terms of this contract, and all applicable laws, rules and regulations including, without limitation, the following:

1. The Uniform Standards of Professional Appraisal Practice, (USPAP);
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §4601 and Regulations promulgated pursuant thereto at 49 CFR Part 24;
3. The Review Appraiser should be a State Certified General Real Estate Appraiser with at least six (6) years of experience in appraisal for the purpose of acquisition of right of way, or shall at a minimum conform to the requirements of 24. 103 (d)(1)(2) of 49 CFR 24 of the Uniform Act; and
4. The Establishment of the Amount Believed to be Just Compensation or also referred to as the Establishment of Just Compensation (EJC) Form shall be completed on the approved form.

### Appraisal Review Scope of Work

The Review Appraiser shall meet with the COUNTY and the real estate CONSULTANT at the beginning of the project acquisition phase to discuss the project status, plans, the possible use of waiver valuations, and the real property appraisal and review appraisal process. This meeting shall be held at a place determined by the COUNTY.

The primary function of the Review Appraiser under this contract is to recommend (to the COUNTY) an appraisal that can be used as the basis for the establishment of the amount believed to be just compensation for each parcel to be acquired on the project. Therefore, the Appraisal Review Reports developed and reported as part of this contract shall, at a minimum, meet the following requirements as defined in 49 CFR 24.104 as follows:

1. A qualified Review Appraiser (*see* §24.103(d) (1) and appendix A, §24,104) shall examine the presentation and analysis of market information in all appraisals to assure that they meet the definition of appraisal found in 49 CFR 24.2(a) (3), appraisal requirements found in 49 CFR 24.103 and other applicable requirements, including, to the extent appropriate, the UASFLA, and support the appraiser's opinion of value. The level of review analysis depends on the complexity of the appraisal problem. As needed, the review appraiser shall, prior to acceptance, seek necessary corrections or revisions;
2. The Review Appraiser shall identify each appraisal report as 1) recommended (as the basis for the establishment of the amount believed to be just compensation), 2) accepted (meets all requirements, but not selected as recommended, or 3) not accepted (does not meet all requirements and is not selected as recommended or accepted); and
3. If the Review Appraiser is unable to recommend an appraisal as an adequate basis for the establishment of the offer of just compensation, and it is determined by the acquiring

Agency that it is not practical to obtain an additional appraisal, the Review Appraiser may, as part of the review, present and analyze market information in conformance with §24.103 to support recommended value. (*See* appendix A, §24.104(b).)

The Review Appraiser shall prepare a written report that identifies the appraisal reports reviewed and documents the findings and conclusions arrived upon during the review of the appraisal(s). Any damages or benefits to any remaining property shall be identified in the Review Appraiser's report. The Review Appraiser shall also prepare a signed certification that states the parameters of the review. This certification shall state the recommended value.

The Review Appraiser shall provide one (1) recommended appraisal report, one (1) appraisal review report, and one (1) Establishment of Just Compensation (EJC) Form to the COUNTY. The COUNTY's designated official shall complete the Establishment of Just Compensation Form (EJC) by signing and dating the form. Once the EJC has been completed by the COUNTY, the COUNTY shall submit one (1) copy of the recommended appraisal report, one (1) copy of the review appraisal report, and one (1) copy of the completed EJC to the CONSULTANT for each parcel on the project. This document shall be provided at the discretion of the COUNTY in either hard copy or electronic format.

In addition to the requirements set forth in the preceding paragraphs, the Review Appraiser shall be available to assist and advise the COUNTY, the CONSULTANT, when difficulties arise. Difficulties may involve, but are not limited to, recommending changes in the proposed acquisition, explaining differences in values from different appraisals, or correcting omissions or changes. In addition, the Review Appraiser shall make a supported, written recommendation to the COUNTY when a second appraisal is needed or when the services of a specialist are needed. The Review Appraiser shall be available to meet with the COUNTY, the CONSULTANT, to discuss the Review Appraiser's recommended appraisal report of his estimate of market value, if applicable.

Review Appraiser services related to the preparation of eminent domain proceedings shall be part of this contract. The negotiated per parcel fee for review of appraisal for court testimony shall include all expenses for developing and reporting the acceptance of an appraisal for court testimony for eminent domain purposes, if necessary and requested by the COUNTY. If the Review Appraiser(s)' services are requested for pre-trial preparation of trial testimony, the services will be charged on an hourly basis as specified in this contract.

The COUNTY shall approve payment of appraisal reports for each parcel appraised on the project upon review and acceptance or recommended approval of the appraisal report from the Review Appraiser. The COUNTY shall approve payment of the appraisal review reports on each parcel appraised on the project upon acceptance by the COUNTY of the recommended appraisal report or Review Appraiser(s)' determination of value, appraisal review report and submission of the amount believed to be just compensation on the Establishment of Just Compensation from the Review Appraiser.

## **ACQUISITION**

### **General**

The CONSULTANT shall perform the acquisition of real property scope of work in accordance with all applicable state and federal laws and regulations, including, but not limited to, the regulations found in the Uniform Act, 49 CFR 24.102.

### **Prior to the Initiation of Negotiations**

The CONSULTANT shall review ROW acquisition maps, instruments of conveyance and appraisals to verify the consistency of the information, such as the description of the area to be acquired and to identify all interests of each parcel.

Additionally, the CONSULTANT shall review title work to identify the owner(s) of record and any mortgages, tax liens, and other liens or judgments. If title update is needed, request shall be forwarded to the COUNTY Project Director.

### **Waiver Valuation**

Prior to the initiation of negotiations, the real property to be acquired shall be appraised, except as provided in 49 CFR 24.102(c) (2). An appraisal may not be required if:

1. The owner is donating the property and releases the Agency from its obligation to appraise the property; or
2. The Agency determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$15,000 or less, based on a review of available data.
3. When the Agency determines the appraisal is unnecessary, the Agency shall prepare a waiver valuation; and
4. The person performing the waiver valuation must have sufficient understanding of the local real estate market to be qualified to make the waiver valuation.

The CONSULTANT in consultation with the Review Appraiser for the project shall make a recommendation to the COUNTY Project Director that a parcel meets the above criteria for being valued by a Waiver Valuation. The COUNTY Project Director shall provide the CONSULTANT with written approval to proceed with the acquisition of the parcel using a Waiver Valuation Form. A Waiver Valuation shall be completed by the CONSULTANT for all applicable parcels and submitted to the COUNTY Project Director. The COUNTY shall establish the amount believed to be just compensation based on the total compensation of the Waiver Valuation. The COUNTY Project Director shall return the Waiver Valuation and the Establishment of Just Compensation to the CONSULTANT upon completion. The CONSULTANT shall use the Waiver Valuation and Establishment of Just Compensation to prepare the Fair Market Value Offer (FMVO) for each Parcel.

## **Establishment and Offer of Just Compensation**

The COUNTY shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the recommended appraisal of the fair market value of the property, taking into consideration the value of allowable damages or benefits to any remaining property. The amount which the COUNTY believes is just compensation for the real property shall be established either by the appraisal and appraisal review process or the waiver valuation process. The COUNTY official must establish the amount believed to be just compensation, per 49 CFR 24.102(d). Promptly thereafter, the COUNTY shall provide CONSULTANT with the establishments of just compensation of the FMVO to enable the CONSULTANT to make the Fair Market Value written offer to the owner to acquire the property for the full amount believed to be just compensation.

## **Begin Acquisition**

As soon as feasible, after the COUNTY has received written authorization to begin the Right of Way Acquisition phase of the COUNTY project and the COUNTY has notified the CONSULTANT of receiving such written authorization, the CONSULTANT shall begin the acquisition process. The CONSULTANT shall make every reasonable effort to acquire the real property expeditiously by negotiation.

## **Administrative Settlement**

The purchase price for the property may exceed the amount offered as just compensation when reasonable efforts to negotiate an agreement at that amount have failed and the authorized COUNTY official approves such administrative settlement as being reasonable, prudent, and in the public interest. The CONSULTANT shall furnish to the COUNTY official a written justification and request for Administrative Settlement, which states all applicable information, including trial risks, and all documentation in support of such a settlement, as set forth in 49 CFR 24.102(i) and §43-37-2 of the MS Code of 1972, Annotated as Amended. The COUNTY shall promptly advise the CONSULTANT of approval of an administrative settlement.

## **Acquisition by Deed**

When a parcel is acquired by deed, the CONSULTANT shall furnish to the COUNTY the following:

1. The original documentation that an agreement was reached with the property owner(s) and agreed upon method of payment, with the signature of the CONSULTANT'S acquisition agent or CONSULTANT project manager recommending payment;
2. A copy of the executed instruments of conveyance, along with copies of executed partial releases of deeds of trust including executed Third Party Release Authorization Form from the property owners;
3. An executed IRS Form W-9 from the property owner(s);
4. A copy of a Fair Market Value Offer (FMVO) which was given to every identifiable interest holder, including documentation and justification of any administrative settlements that are issued by the COUNTY.

5. A contact record in a format prescribed by the COUNTY. Formatting of the contact record and information contained therein will include, but not be limited to, the date of the meeting and the name(s) of person(s) in attendance, along with all contact information; indication that a Citizen's Guide to Acquisition was given to the property owner(s) along with the written FMVO, W-9, tax letter (when appropriate), map with acquisition area highlighted and instrument(s) of conveyance. The contact record shall also indicate the CONSULTANT has inquired if any judgments, lis pendens, tax liens, other liens, or mortgages exist for the subject property (when appropriate). If such liens do exist on the parcel, the CONSULTANT must certify that the property owner(s) have been made aware of these liens, and notified that such liens will be added to the check to be issued to them. If such liens can be satisfied before parcel is submitted for payment, the contact record shall indicate the date paid and proof of payment shall be attached. Every contact with the property owner(s) whether in person, over the phone, by letter or email must be documented in detail. Documentation should provide a sequence of events up to the point of agreement. And;
6. An original closing statement signed by the CONSULTANT.

### **Acquisition by Donation**

The CONSULTANT may acquire the parcel by donation as set forth in 49 CFR 24.108. In so doing, the CONSULTANT must fully inform the owner of the right to receive just compensation for such property, and that the owner(s) may donate such property, or any part thereof, or any interest therein, to the COUNTY, as the owner(s) shall determine. The CONSULTANT shall assure that the appraisal and review appraisal processes have occurred, unless the COUNTY determined prior to negotiations that the Waiver Valuation process is applicable and was utilized on the property or the owner(s) have waived the right to an appraisal. The CONSULTANT must obtain from all ownership interests waiver of the right to an appraisal in writing, together with written waiver of the right to receive just compensation.

The instrument of conveyance for the donated parcel shall include the approved MDOT clause for donation and waiver of appraisal, and the clause must be initialed by the landowner(s) and the CONSULTANT acquiring:

### **Acquisition by Condemnation**

When a parcel is to be acquired by condemnation, CONSULTANT shall furnish the following:

1. Written recommendation for condemnation signed by the CONSULTANT, with any counter offer information given by landowner(s). The condemnation form shall provide physical addresses, not post office boxes, of all parties involved in the condemnation;
2. Statement in contact record that a copy of the Fair Market Value Offer was delivered to every identifiable interest holding including a copy of the Fair Market Value Offer given; and
3. A contact record in a format prescribed by the COUNTY. Formatting of the contact record and information contained therein will include, but not be limited to, the date of the meeting and the name(s) of person(s) in attendance, along with all contact information; indication that a Citizen's Guide to Acquisition was given to the property owner(s) along with the written FMVO, W-9, tax letter (when appropriate), map with

acquisition area highlighted and instrument(s) of conveyance. The contact record shall also indicate the CONSULTANT has inquired if any judgments, lis pendens, tax liens, other liens, or mortgages exist for the subject property (when appropriate). Every contact with the property owner(s) whether in person, over the phone, by letter or email must be documented in detail. Documentation should provide a sequence of events up to the point of agreement.

Once a parcel has been recommended for condemnation by the Consultant and the COUNTY Project Director has approved the parcel for condemnation, the COUNTY must pass an Order of Condemnation on each parcel being placed into condemnation.

### **Payment and Closings**

Before requiring the owner to surrender possession of the real property, the COUNTY shall pay the agreed purchase price to the owner, or in the case of a condemnation, deposit with the court, for the benefit of the owner, an amount not less than the COUNTY's approved (or recommended) appraisal of the fair market value of such property, or the court award of compensation in the condemnation proceeding for the property, as set forth in 49 CFR 24.102(j).

The CONSULTANT, when submitting a pay package to the COUNTY for processing and payment to the landowner(s) shall ensure that all necessary documentation is submitted to the COUNTY for their files.

### **Acquisition Status Reports and Record Keeping**

The CONSULTANT shall furnish the COUNTY Project Director, on an agreed upon basis, a status report.

All information and files must be maintained by the COUNTY for a period of three (3) years, and must be made available immediately to the COUNTY.

## **RELOCATION ASSISTANCE**

If necessary, the CONSULTANT shall provide full and complete Relocation Assistance services for displaced persons in compliance with 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition Regulations for Federal and Federally Assisted Programs, and MDOT's COUNTY Scope of Work.



# Summary

Yandell Road Widening From North Old Canton Road To Bainbridge Crossing

Madison County Board Of Supervisors

Pickering Project No. 26943.00

Pickering Firm, Inc.

9/20/2024

Task	Man-Hours	Sub-Consultants Fee	Salary Cost	Overhead	FCCM	Total Labor Cost	Direct Cost	Fixed Fee	Total Cost
Project Activation	20	\$0.00	\$886.90	\$1,825.86	\$6.07	<b>\$2,718.83</b>	\$0.00	\$325.53	\$3,044.36
Meetings	84	\$0.00	\$3,453.32	\$7,109.35	\$23.62	<b>\$10,586.29</b>	\$350.50	\$1,267.52	\$12,204.31
Environmental Studies	466	\$0.00	\$17,197.09	\$35,403.65	\$117.63	<b>\$52,718.37</b>	\$884.00	\$6,312.09	\$59,914.46
Environmental Subconsultant All Phases Archaeology		\$12,506.48							\$12,506.48
Design And ROW Survey	758	\$0.00	\$31,605.36	\$65,065.95	\$216.18	<b>\$96,887.49</b>	\$2,845.00	\$11,600.56	\$111,333.05
ROW Acquisition Subconsultant ROW Technology, Inc.		\$183,500.00							\$183,500.00
Geotechnical Subconsultant BCD, Inc.		\$32,959.07							\$32,959.07
Roadway Design	3,328	\$0.00	\$133,064.56	\$273,940.01	\$910.16	<b>\$407,914.73</b>	\$350.50	\$48,840.55	\$457,105.78
PS&E/Advertisement	170	\$0.00	\$7,491.08	\$15,421.89	\$51.24	<b>\$22,964.21</b>	\$250.00	\$2,749.56	\$25,963.77
<b>Total</b>	<b>4,826</b>	<b>\$228,965.55</b>	<b>\$193,698.31</b>	<b>\$398,766.71</b>	<b>\$1,324.90</b>	<b>\$593,789.92</b>	<b>\$4,680.00</b>	<b>\$71,095.81</b>	<b>\$898,531.28</b>

# Project Activation

Yandell Road Widening From North Old Canton Road To Bainbridge Crossing

Madison County Board Of Supervisors

Pickering Project No. 26943.00

Pickering Firm, Inc.

9/20/2024

Item Description	Project Manager	Senior Engineer	Engineer	Senior Designer	Engineer Intern	Total Hours
<b>Project Activation</b>						
LPA 100			4			4
LPA 700/800			8			8
Pre-Design Conference	2		2		2	6
<b>QA/QC Project Activation</b>	2					2

Total Hours	4	0	14	0	2	20
Raw Labor Rates	\$59.13	\$59.13	\$42.50	\$36.50	\$27.69	
Labor Cost	\$236.52	\$0.00	\$595.00	\$0.00	\$55.38	\$886.90
		Overhead	%	205.87%		\$1,825.86
		Fixed Fee	%	12.00%		\$325.53
		FCCM Overhead	%	0.684%		\$6.07

Direct Costs:	Quantity	Unit	Unit Price <sup>1</sup>	Amount
Prints		Each	\$0.25	\$0.00
Mileage		Miles	\$0.67	\$0.00

<sup>1</sup> See State Travel Handbook

Total Direct Costs: \$0.00

**Prime Total \$3,044.36**

# Meetings

**Yandell Road Widening From North Old Canton Road To Bainbridge Crossing**

**Madison County Board Of Supervisors**

**Pickering Project No. 26943.00**

**Pickering Firm, Inc.**

**9/20/2024**

Item Description	Project Manager	Senior Engineer	Engineer	Senior Designer	Engineer Intern	Total Hours
<b>Field Review</b>						
Print And Distribute Plans			4	2	2	8
Conduct Plan In Hand Review			4	4	4	12
Prepare Field Review Report			4			4
<b>Office Review</b>						
Print Plans And Specifications			4	2	2	8
Compile Design Notebook			4			4
Prepare ROW Status Reports			16			16
Conduct Plan Review			4	4	4	12
Prepare Office Review Report			4			4
<b>PS&amp;E Assembly</b>						
MDOT Coordination			8			8
<b>QA/QC Meetings</b>	8					8

Total Hours	8	0	52	12	12	84
Raw Labor Rates	\$59.13	\$59.13	\$42.50	\$36.50	\$27.69	
Labor Cost	\$473.04	\$0.00	\$2,210.00	\$438.00	\$332.28	\$3,453.32

	Overhead	%	205.87%		\$7,109.35
	Fixed Fee	%	12.00%		\$1,267.52
	FCCM Overhead	%	0.684%		\$23.62

Direct Costs:	Quantity	Unit	Unit Price <sup>1</sup>	Amount
Prints	1,000	Each	\$0.25	\$250.00
Mileage	150	Miles	\$0.67	\$100.50

<sup>1</sup> See State Travel Handbook

Total Direct Costs: \$350.50

**Prime Total \$12,204.31**

# Environmental Studies

Yandell Road Widening From North Old Canton Road To Bainbridge Crossing

Madison County Board Of Supervisors

Pickering Project No. 26943.00

Pickering Firm, Inc.

9/20/2024

Item Description	Principal	Project Manager	Senior Environmental Scientist	Environmental Scientist	Environmental Technician	Total Hours
<b>Environmental Assessment</b>						
Land Use Impacts			1	4		5
Farmland Impacts		1	1	4		6
Social Impacts	1	1	4	8		14
Relocation Impacts		1	2	4		7
Economic Impacts			2	4		6
Joint Development			1	4		5
Considerations Relating To Pedestrians And Bicyclists			2	4		6
Air Quality Impacts			2	4		6
Noise Impacts	1	2	4	40		47
Water Quality Impacts		1	4	16		21
Permits		1	2	8		11
Wetland/Stream Impacts	1	2	4	32		39
Water Body Modification And Wildlife Impacts			2	16		18
Floodplain Impacts			1	8		9
Wild & Scenic Rivers				4		4
Coastal Barriers				4		4
Coastal Zone Impacts				4		4
Threatened Or Endangered Species		1	8	16		25
Historic And Archaeological Preservation/4(f) Lands	1	4	12	32		49
Hazardous Waste Sites			2	8		10
Visual Impacts				4		4
Energy				4		4
Construction Impacts			1	6		7
Environmental Justice Impacts		1	2	4		7
<b>Environmental Document</b>						
Draft Document	1	1	8	40		50
Public Hearing	4	4	8	8		24

# Environmental Studies

**Yandell Road Widening From North Old Canton Road To Bainbridge Crossing**

**Madison County Board Of Supervisors**

**Pickering Project No. 26943.00**

**Pickering Firm, Inc.**

**9/20/2024**

Final Document	1	1	2	8		12
<b>Permits</b>						
NPDES			24			24
USACE			24			24
<b>QA/QC Environmental Studies</b>		2	4	8		14

Total Hours	10	23	127	306	0	466
Raw Labor Rates	\$49.05	\$47.97	\$46.24	\$31.80	\$25.33	
Labor Cost	\$490.50	\$1,103.31	\$5,872.48	\$9,730.80	\$0.00	\$17,197.09
			Overhead	%	<span style="color: red;">205.87%</span>	\$35,403.65
			Fixed Fee	%	<span style="color: red;">12.00%</span>	\$6,312.09
			FCCM Overhead	%	<span style="color: red;">0.684%</span>	\$117.63

Direct Costs:	Quantity	Unit	Unit Price <sup>1</sup>	Amount
Prints	3,000	Each	\$0.25	\$750.00
Mileage	200	Miles	\$0.67	\$134.00

<sup>1</sup> See State Travel Handbook

Total Direct Costs: \$884.00

**Prime Total \$59,914.46**

# Environmental Studies

Yandell Road Widening From North Old Canton Road To Bainbridge Crossing

Madison County Board Of Supervisors

Pickering Project No. 26943.00

All Phases Archaeology

9/20/2024

Item Description	Principal Investigator	Field Director	Archaeological Field Technician	Lab Director	Technical Writer	GIS Specialist	Editor	Total Hours
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**Environmental Assessment**

Historic And Archacological Preservation/4(f) Lands	8	32	96	16	16	16	4	188
Total Hours	8	32	96	16	16	16	4	188
Raw Labor Rates	\$30.00	\$27.00	\$16.00	\$20.00	\$27.00	\$28.00	\$26.00	
Labor Cost	\$240.00	\$864.00	\$1,536.00	\$320.00	\$432.00	\$448.00	\$104.00	\$3,944.00

Overhead	%	110.00%	\$4,338.40
Fixed Fee	%	12.00%	\$993.89
FCCM Overhead	%	0.00%	\$0.00

Direct Costs:	Quantity	Unit	Unit Price <sup>1</sup>	Amount
Mileage	420	Miles	\$0.67	\$281.40
Meals	16	Days	\$59.00	\$944.00
Lodging	16	Days	\$107.00	\$1,712.00
Postage	1	Lump Sum	\$42.79	\$42.79
Curation	1	Lump Sum	\$250.00	\$250.00

<sup>1</sup> See State Travel Handbook

Total Direct Costs:     \$3,230.19

**Subconsultant Total                     \$12,506.48**

# Design And ROW Survey

Yandell Road Widening From North Old Canton Road To Bainbridge Crossing

Madison County Board Of Supervisors

Pickering Project No. 26943.00

Pickering Firm, Inc.

9/20/2024

Item Description	Project Manager	Project Surveyor	2 Person Survey Crew	Senior Survey Technician	Survey Technician	Total Hours
<b>Design Survey</b>						
Establish Horizontal And Vertical Control		4	40	16	4	64
Compile Letters And Maps Of Survey Notifications					4	4
Topographic Mapping & Utility Survey		12	60	40	30	142
Drone Flight And Processing		8	8	12	80	108
Staking For Field Review		4	40		12	56
<b>ROW Survey - Approximately 20 Parcels</b>						
Gather/Obtain Initial Deeds		4			20	24
Preliminary Property Map		12		20	10	42
Property Survey		20	40	20	10	90
Staking For ROW Acquisition		2	40		16	58
Acquisition Plats		20	40	40		100
Acquisition Deeds		10		20		30
<b>QA/QC Design And ROW Survey</b>		40				40

Total Hours	0	136	268	168	186	758
Raw Labor Rates	\$59.13	\$52.88	\$55.00	\$29.46	\$25.40	
Labor Cost	\$0.00	\$7,191.68	\$14,740.00	\$4,949.28	\$4,724.40	\$31,605.36

Overhead	%	205.87%			\$65,065.95
Fixed Fee	%	12.00%			\$11,600.56
FCCM Overhead	%	0.684%			\$216.18

Direct Costs:	Quantity	Unit	Unit Price <sup>1</sup>	Amount
Prints	100	Each	\$0.25	\$25.00
Mileage	2,000	Miles	\$0.67	\$1,340.00
Drone Utilization	8	Hour	\$185.00	\$1,480.00

<sup>1</sup> See State Travel Handbook

Total Direct Costs: \$2,845.00

**Prime Total \$111,333.05**

# Geotechnical Investigations

Yandell Road Widening From North Old Canton Road To Bainbridge Crossing

Madison County Board Of Supervisors

Pickering Project No. 26943.00

Burns Cooley Dennis, Inc.

9/20/2024

Item Description	Project Manager	Senior Engineer	Draftsman	Technician	Clerical	Total Hours
<b>Geotechnical</b>						
Boring Layout				8		8
Coordinate Field Investigation		3				3
Coordinate Lab Investigation	2	3				5
Examine Samples	2	6				8
Data Assimilation/Log Preparation	2	8	9			19
Report Preparation	12	32			8	52

Total Hours	18	52	9	8	8	95
Raw Labor Rates	\$80.00	\$70.00	\$32.00	\$25.00	\$23.00	
Labor Cost	\$1,440.00	\$3,640.00	\$288.00	\$200.00	\$184.00	\$5,752.00

Overhead	%	173.25%	\$9,965.34
Fixed Fee	%	12.00%	\$1,886.08
FCCM Overhead	%	2.19%	\$125.97

Field And Lab	Quantity	Unit	Unit Price	Amount	
Field Equip. Mob/Demob	1	Lump Sum	\$1,400.00	\$1,400.00	
Drilling on Land, 0-70 ft	150	Feet	\$20.00	\$3,000.00	
Pavement Coring	4	Each	\$75.00	\$300.00	
Traffic Control	1	Lump Sum	\$5,600.00	\$5,600.00	
pH of Soils MT-30	3	Each	\$40.00	\$120.00	
Soil Resistivity MT-47	3	Each	\$75.00	\$225.00	
Atterberg Limits T 89 & T 90	36	Each	\$75.00	\$2,700.00	
Water Content T 265	90	Each	\$10.00	\$900.00	
% Finer Than The No. 200 Sieve T 11	4	Each	\$60.00	\$240.00	
Shrinkage Facor (Volume Change)	3	Each	\$75.00	\$225.00	
Soluble Sulfate Ion In Soils & Water MT-58	3	Each	\$150.00	\$450.00	
Total Field And Lab:					\$15,160.00

<b>Direct Costs:</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price<sup>1</sup></b>	<b>Amount</b>
Mileage	104	Miles	\$0.67	\$69.68

<sup>1</sup> See State Travel Handbook

Total Direct Costs: \$69.68



# Geotechnical Investigations

Yandell Road Widening From North Old Canton Road To Bainbridge Crossing

Madison County Board Of Supervisors

Pickering Project No. 26943.00

Burns Cooley Dennis, Inc.

9/20/2024

Subconsultant Total

\$32,959.07

# Roadway Design

Yandell Road Widening From North Old Canton Road To Bainbridge Crossing

Madison County Board Of Supervisors

Pickering Project No. 26943.00

Pickering Firm, Inc.

9/20/2024

Item Description	Project Manager	Senior Engineer	Engineer	Senior Designer	Engineer Intern	Total Hours
<b>Field Review</b>						
Title Sheet			8	4	4	16
Detailed Index			8	4	4	16
<b>Typical Sections</b>						
Mainline			16	8	8	32
Local Roads			32	16	16	64
<b>Summary of Quantities</b>						
Create SQ Sheets			8	4	4	16
Select Appropriate Pay Items			8	4	4	16
<b>Plan And Profile Sheets</b>						
Create Sheets			24	8	16	48
Sheet Clean Up And Organization			24	16	8	48
Add Notes And Pipes In Profile View			24	8	16	48
<b>Horizontal Alignment Design</b>						
Mainline			24	8	16	48
Local Road Realignment Evaluation			24	16	8	48
Establish Pavement And Shoulder Edge Lines			24	8	16	48
<b>Vertical Alignment Design</b>						
Mainline			24	16	8	48
Local Road Realignment Evaluation			24	16	8	48
<b>Cross Sections</b>						
Cut Cross Sections			24	16	8	48
Determine Constructability Issues			24	16	8	48
Draw Drainage Structures On Cross-Sections			24	16	8	48
Drain Roadside Ditches			24	16	8	48
Draw Ramps On Cross-Sections			24	16	8	48
Phase Construction Details			24	16	8	48
Preliminary Earthwork Calculations			24	16	8	48
<b>Intersection Design</b>						
Evaluate Sight Distance			8	4	4	16
Determine Turn Lane Configurations			16	8	8	32
Establish Turning Radii And Channelization			8	4	4	16

# Roadway Design

Yandell Road Widening From North Old Canton Road To Bainbridge Crossing

Madison County Board Of Supervisors

Pickering Project No. 26943.00

Pickering Firm, Inc.

9/20/2024

Item Description	Project Manager	Senior Engineer	Engineer	Senior Designer	Engineer Intern	Total Hours
<b>Drainage Design (D.A. &lt; 1,000 acres)</b>						
Calculate Drainage Area And Flow Rates For Drainage			80	40	40	160
Complete Hydraulic Culvert Data Form			8	4	4	16
Storm Drain Calculations			8	4	4	16
<b>3D Model</b>						
Create 3D Model For Mainline			80			80
Create 3D Model For Local Roads			80			80
<b>Erosion Control Sheets</b>						
Generate Plan View Sheets With Contours			8	8	8	24
<b>Miscellaneous Sheets</b>						
Special Design Sheets			8	4	4	16
Preliminary Permanent Striping			24	8	16	48
Preliminary Permanent Signing Plan			24	16	8	48
<b>Traffic Control Plan</b>						
Evaluate Construction Phasing			16	8	8	32
TCP Sheets			16	8	8	32
TCP Typical Sections			16	8	8	32
<b>Utility Coordination</b>						
Review Existing Data And Information			40			40
Attend Monthly Utility Coordination Meetings			48		48	96
Utility Accommodations			24	16	8	48
Special Requests			24	16	8	48
Process Utility Permits			40			40
<b>Office Review</b>						
Title Sheet			4	4	4	12
Detailed Index			8	4	4	16
General Notes			8	4	4	16
<b>Typical Sections</b>						
Mainline			16	8	8	32
Local Roads			16	8	8	32
<b>Summary of Quantities</b>						
Add Quantities			8	4	4	16
Add Footnotes			8	4	4	16

# Roadway Design

Yandell Road Widening From North Old Canton Road To Bainbridge Crossing

Madison County Board Of Supervisors

Pickering Project No. 26943.00

Pickering Firm, Inc.

9/20/2024

Item Description	Project Manager	Senior Engineer	Engineer	Senior Designer	Engineer Intern	Total Hours
<b>Estimated Quantity Sheets</b>						
Earthwork			8	4	4	16
Drainage Structures			24	8	16	48
Permanent Erosion Control			8	4	4	16
Traffic Control			8	4	4	16
Pavement Markings			8	4	4	16
Removal Items			8	4	4	16
Side Drains			8	4	4	16
Guardrail			8	4	4	16
Junction Boxes			24	16	8	48
Box Culverts			16	8	8	32
Permanent Signing			16	8	8	32
Incidental Construction Items			16	8	8	32
<b>Plan And Profile Sheets</b>						
Sheet Clean Up And Organization			24	16	8	48
Design And Place Permanent Erosion Control Items			16	8	8	32
Place Earthwork Information			24	16	8	48
<b>Traffic Control Plan</b>						
Develop Phasing Narrative			16	8	8	32
Construction Signing Details			8	4	4	16
TCP Sheets			8	4	4	16
TCP Typical Sections			4			4
<b>Special Design Sheets</b>						
Erosion Control Sheets			8	4	4	16
Intersection Detail Sheets			40	24	16	80
Pavement Marking Detail Sheets			40	16	24	80
Miscellaneous Detail Sheets			16	8	8	32
Box Culvert Sheets			16	8	8	32
Control Points Sheet			8	4	4	16
<b>Permanent Signing Sheets</b>						
Permanent Signing Details			40	16	24	80
<b>Standard Drawings</b>						
Determine Necessary Standards			8	4	4	16

# Roadway Design

Yandell Road Widening From North Old Canton Road To Bainbridge Crossing

Madison County Board Of Supervisors

Pickering Project No. 26943.00

Pickering Firm, Inc.

9/20/2024

Item Description	Project Manager	Senior Engineer	Engineer	Senior Designer	Engineer Intern	Total Hours
<b>Quantity Calculations</b>			80		80	160
<b>Submit Office Review Plans</b>						
Submit Multi-Page PDF Files For Plans			4			4
Complete/Submit Phase B Checklist			4			4
Submit Quantity Calculations (1 Multi-Page PDF)			4			4
Submit CADD Files			4			4
<b>QA/QC Roadway Design</b>		40				40
<b>Project Management</b>	320					320

Total Hours	320	40	1,608	656	704	3,328
Raw Labor Rates	\$59.13	\$59.13	\$42.50	\$36.50	\$27.69	
Labor Cost	\$18,921.60	\$2,365.20	\$68,340.00	\$23,944.00	\$19,493.76	\$133,064.56

		Overhead	%	205.87%	\$273,940.01
		Fixed Fee	%	12.00%	\$48,840.55
		FCCM Overhead	%	0.684%	\$910.16

Direct Costs:	Quantity	Unit	Unit Price <sup>1</sup>	Amount
Prints	1,000	Each	\$0.25	\$250.00
Mileage	150	Miles	\$0.67	\$100.50

<sup>1</sup> See State Travel Handbook

Total Direct Costs: \$350.50

**Prime Total \$457,105.78**

# PS&E Assembly/Advertisement

Yandell Road Widening From North Old Canton Road To Bainbridge Crossing

Madison County Board Of Supervisors

Pickering Project No. 26943.00

Pickering Firm, Inc.

9/20/2024

Item Description	Project Manager	Senior Engineer	Engineer	Senior Designer	Engineer Intern	Total Hours
<b>PS&amp;E Assembly</b>						
Right of Way Certification			16			16
Utility Certification			16			16
Encroachment Certification			16			16
Hazardous Waste Certification			8			8
Asbestos Abatement Certification			8			8
Compose Letters			8			8
Complile Forms			8			8
Print Plans			2			2
Assemble Specifications			40			40
Material Checklist			8			8
<b>Advertisement</b>						
Print Plans and Specifications			4			4
Prepare Advertisement			4			4
Bidder Coordination			4			4
Receive & Evaluate Bids			8			8
Assemble Bids and Submit			4			4
<b>QA/QC PS&amp;E Assembly/Advertisement</b>	16					16

Total Hours	16	0	154	0	0	170
Raw Labor Rates	\$59.13	\$59.13	\$42.50	\$36.50	\$27.69	
Labor Cost	\$946.08	\$0.00	\$6,545.00	\$0.00	\$0.00	\$7,491.08

	Overhead	%	205.87%		\$15,421.89
	Fixed Fee	%	12.00%		\$2,749.56
	FCCM Overhead	%	0.684%		\$51.24

<b>Direct Costs:</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price<sup>1</sup></b>	<b>Amount</b>
Prints	1,000	Each	\$0.25	\$250.00

<sup>1</sup> See State Travel Handbook

Total Direct Costs: \$250.00

**Prime Total \$25,963.77**

**Right of Way Technology, Inc.**  
**Fee Schedule**  
**Right of Way Professional Services**  
**September 12, 2024**

**Pickering Firm, Inc.**  
**Madison County, Mississippi**  
**Yandell Road Widening From North Old Canton Road to Bainbridge Crossing**


	<b>Estimated # Parcels</b>	<b>Fee Per Parcel</b>	<b>Total</b>
<b><u>Title Attorney</u></b>			
Original Title Certificate	22	\$ 750	\$ 16,500
Update of Title Certificate	25	\$ 250	\$ 6,250
Curative Title Work	0	\$ 175	per hour
<b><u>Appraisal</u></b>			
Waiver Valuation	10	\$ 1,000	\$ 10,000
Land Only Appraisal	2	\$ 3,000	\$ 6,000
Improved Land Only Appraisal	3	\$ 3,250	\$ 9,750
Improved Appraisal	5	\$ 4,000	\$ 20,000
Revision of Appraisal	0	\$ 1,500	\$ -
Court Update of Appraisal	0	\$ 1,500	\$ -
Waiver Valuation to Appraisal for Court	0	Appraisal fee less \$1,000	
Preparation and Testimony	0	\$ 125	per hour
<b><u>Appraisal Review</u></b>			
Review of Original Appraisal	10	\$ 1,500	\$ 15,000
Review of Revised Appraisal	0	\$ 750	\$ -
Review Memorandum	0	\$ 400	\$ -
Review for Court Update of Land Appraisal	0	\$ 750	\$ -
Review for Court Update of Improved Appraisal	0	\$ 1,000	\$ -
<b><u>Acquisition</u></b>			
Acquisition	20	\$ 3,500	\$ 70,000
Revision After Initial Offer	0	\$ 500	\$ -
Project Management	20	\$ 1,000	\$ 20,000
Closing	20	\$ 500	\$ 10,000
<b><u>Relocation Assistance</u></b>			
Miscellaneous Personal Property	0	\$ 2,500	\$ -
Business or Residential Relocation	0	\$ 6,500	\$ -
Relocation Review	0	\$ 1,500	\$ -
<b>Total</b>			<b>\$ 183,500</b>

Curative Title, Revision, Court, and Relocation Assistance fees may not be needed and are not included in the total above.

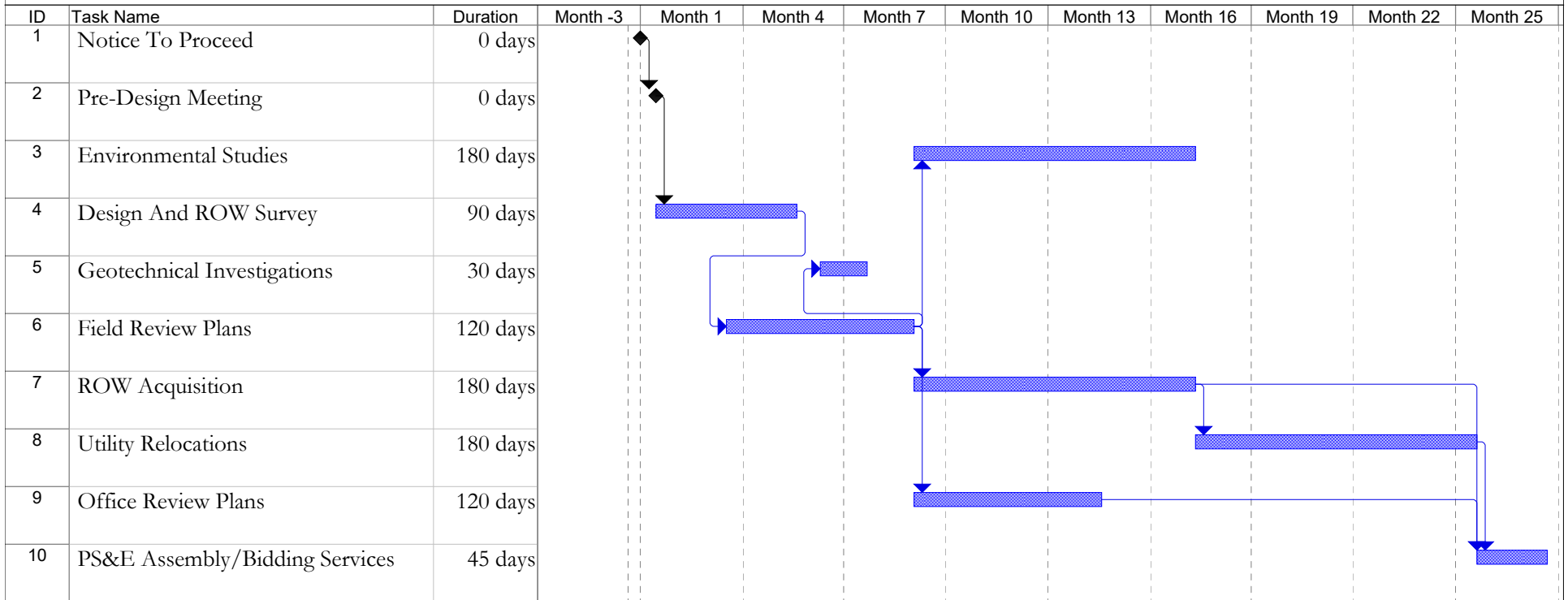
Number of parcels and fee types are preliminary estimates and are subject to change once the actual ROW path is determined. Estimated # Parcels for Title Attorney is chain of title parcels. (A parcel may contain multiple chain of title parcels.)


ROW professional services will be provided in accordance with MDOT's Local Public Agency ROW Operations Manual.



















I certify that the above mentioned fee schedule is true, correct, and will remain in effect for the completion of the services listed above, up to a period of 24 months from the date of this letter.

  
 \_\_\_\_\_  
 Mark Dye, Right of Way Agent - Right of Way Technology, Inc.

# EXHIBIT C ESTIMATED PROJECT SCHEDULE YANDELL ROAD WEST SEGMENT NORTH OLD CANTON ROAD TO BAINBRIDGE CROSSING





Task		Inactive Milestone		Finish-only	
Split		Inactive Summary		External Tasks	
Milestone		Manual Task		External Milestone	
Summary		Duration-only		Progress	
Project Summary		Manual Summary Rollup		Split	
External Tasks		Manual Summary			
External MileTask		Start-only	