

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

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MEMORANDUM

November 13, 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: Professional Services Agreement
Stribling Road from Dewees Rd to Catlett Rd at Red Fox Ln.

The Engineering Department requests approval of the design contract with Michael Baker International for the design of the Stribling Road from Dewees Rd to Catlett Rd at Red Fox Ln. Project for a fee not to exceed \$793,893.63 and to authorize the Board President to sign the contract.

ENGINEERING SERVICES CONTRACT

Stribling Rd. Improvements from Dewees Rd. to Catlett Rd. at Red Fox Ln.

Madison County

THIS CONTRACT, is made and entered into by and between the **Madison County Board of Supervisors**, a body Corporate of the State of Mississippi, and, **Michael Baker International**, (the "CONSULTANT"), a **Pennsylvania Corporation**, duly registered to do business in the State of Mississippi, whose address for mailing is **310 New Pointe Drive Ridgeland, MS. 39157**, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the MADISON COUNTY BOARD OF SUPERVISORS proposes to perform **Stribling Rd. Improvements from Dewees Rd. to Catlett Rd. at Red Fox Ln. in Madison County**, as provided for, hereinafter called the "PROJECT"; and,

WHEREAS, the MADISON COUNTY BOARD OF SUPERVISORS desires to engage a qualified and experienced CONSULTANT to perform engineering services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the MADISON COUNTY BOARD OF SUPERVISORS that it is experienced and qualified to provide those services, and the MADISON COUNTY BOARD OF SUPERVISORS has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the MADISON COUNTY BOARD OF SUPERVISORS; which is now desirous of entering into a contract;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the MADISON COUNTY BOARD OF SUPERVISORS and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards as to general format and content and in addition thereto, any special requirements of the MADISON COUNTY BOARD OF SUPERVISORS.

THE MADISON COUNTY BOARD OF SUPERVISORS, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the MADISON COUNTY BOARD OF SUPERVISORS.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or

subsequently directed by MADISON COUNTY BOARD OF SUPERVISORS during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The MADISON COUNTY BOARD OF SUPERVISORS specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall be effective _____, 2024 and continue until such time as the above named project is successfully completed to the satisfaction of the MADISON COUNTY BOARD OF SUPERVISORS or until 12:00 PM CDT on **Dec. 31, 2028**, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the MADISON COUNTY BOARD OF SUPERVISORS reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The MADISON COUNTY BOARD OF SUPERVISORS shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the MADISON COUNTY BOARD OF SUPERVISORS. In no event shall the MADISON COUNTY BOARD OF SUPERVISORS be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the MADISON COUNTY BOARD OF SUPERVISORS which has been incorporated herein as a part of "Exhibit 2", which when approved by final execution of this CONTRACT shall control the evaluation of the CONSULTANT's progress on this PROJECT. A copy of the progress schedule, indicating the actual time expended on specific portions of this project, shall be submitted along with an estimated percentage completed with each monthly statement.

A Notice to Proceed shall be issued under authority from the MADISON COUNTY BOARD OF SUPERVISORS within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the MADISON COUNTY BOARD OF SUPERVISORS.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the MADISON COUNTY BOARD OF SUPERVISORS is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the MADISON COUNTY BOARD OF SUPERVISORS by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the MADISON COUNTY BOARD OF SUPERVISORS, including but not limited to workers' compensation coverage, unemployment

insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the MADISON COUNTY BOARD OF SUPERVISORS and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the MADISON COUNTY BOARD OF SUPERVISORS be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT may submit monthly billing to the MADISON COUNTY BOARD OF SUPERVISORS. (A sample of a preferred invoice is attached as "Exhibit 4".) Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The MADISON COUNTY BOARD OF SUPERVISORS retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the MADISON COUNTY BOARD OF SUPERVISORS within 60 days of the end of the State fiscal year.

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the MADISON COUNTY BOARD OF SUPERVISORS, and copies thereof shall be furnished upon request, at the MADISON COUNTY BOARD OF SUPERVISORS's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subcontractors, assignees or transferees.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The MADISON COUNTY BOARD OF SUPERVISORS will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the MADISON COUNTY BOARD OF SUPERVISORS for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the MADISON COUNTY BOARD OF SUPERVISORS from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the MADISON COUNTY BOARD OF SUPERVISORS of the final contract documents shall be corrected by

the CONSULTANT without additional compensation. The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the MADISON COUNTY BOARD OF SUPERVISORS may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the MADISON COUNTY BOARD OF SUPERVISORS for inspection and review at all reasonable times in the General Offices of the MADISON COUNTY BOARD OF SUPERVISORS. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the MADISON COUNTY BOARD OF SUPERVISORS shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the MADISON COUNTY BOARD OF SUPERVISORS, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by MADISON COUNTY BOARD OF SUPERVISORS personnel after final acceptance of the work by the MADISON COUNTY BOARD OF SUPERVISORS, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the MADISON COUNTY BOARD OF SUPERVISORS for such corrections shall be the responsibility of the CONSULTANT. The MADISON COUNTY BOARD OF SUPERVISORS shall give the CONSULTANT an opportunity to correct said breach unless (1) the MADISON COUNTY BOARD OF SUPERVISORS determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the MADISON COUNTY BOARD OF SUPERVISORS, or (2) the MADISON COUNTY BOARD OF SUPERVISORS determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the MADISON COUNTY BOARD OF SUPERVISORS.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the MADISON COUNTY BOARD OF SUPERVISORS resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the MADISON COUNTY BOARD OF SUPERVISORS and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which MADISON COUNTY BOARD OF SUPERVISORS or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subcontractors will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the MADISON COUNTY BOARD OF SUPERVISORS or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the MADISON COUNTY BOARD OF SUPERVISORS'S option, participate and associate with the MADISON COUNTY BOARD OF SUPERVISORS in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the MADISON COUNTY BOARD OF SUPERVISORS'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the MADISON COUNTY BOARD OF SUPERVISORS entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the MADISON COUNTY BOARD OF SUPERVISORS shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the MADISON COUNTY BOARD OF SUPERVISORS agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning the work, the CONSULTANT shall obtain and furnish certificates to the MADISON COUNTY BOARD OF SUPERVISORS for the following minimum amounts of insurance:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) on account of any one occurrence.
- C. Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars (\$1,000,000.00).
- D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.
- E. Errors and Omissions Insurance, in an amount not less than one million dollars (\$1,000,000.00) per incident; one million dollars (\$1,000,000.00) aggregate.
- F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) per incident with respect to CONSULTANT'S (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

The MADISON COUNTY BOARD OF SUPERVISORS shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subcontractor or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, CONSULTANT agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage, or to include said subcontractor or other personnel within CONSULTANT's coverage for the duration of said PROJECT or phase for which said subcontractor or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by CONSULTANT during the life of this CONTRACT. Should CONSULTANT cease to carry the errors and omissions coverage listed above for any reason, it shall obtain "tail" coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer. Should CONSULTANT change insurance carriers for errors and /or coverage, it shall obtain a "retroactive coverage" endorsement from its new insurance carrier.

Insurance carriers must be properly licensed and/or must hold a Certificate of Authority from the Mississippi Department of Insurance.

A certificate of insurance acceptable to the MADISON COUNTY BOARD OF SUPERVISORS shall be issued to the MADISON COUNTY BOARD OF SUPERVISORS by the CONSULTANT prior to the execution of this CONTRACT by the CONSULTANT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificate shall identify this CONTRACT and contain provisions that coverage afforded under the policies will not be cancelled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the MADISON COUNTY BOARD OF SUPERVISORS.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the MADISON COUNTY BOARD OF SUPERVISORS prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the MADISON COUNTY BOARD OF SUPERVISORS any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the MADISON COUNTY BOARD OF SUPERVISORS.

If the CONSULTANT fails to procure or maintain required insurance, the MADISON COUNTY BOARD OF SUPERVISORS may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the MADISON COUNTY BOARD OF SUPERVISORS shall be repaid by the CONSULTANT to the MADISON COUNTY BOARD OF SUPERVISORS upon demand, or the MADISON COUNTY BOARD OF SUPERVISORS may offset the cost of the premiums against any monies due to the CONSULTANT from the MADISON COUNTY BOARD OF SUPERVISORS.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the

MADISON COUNTY BOARD OF SUPERVISORS, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the MADISON COUNTY BOARD OF SUPERVISORS shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the MADISON COUNTY BOARD OF SUPERVISORS or participating in any future contracts with the MADISON COUNTY BOARD OF SUPERVISORS.

ARTICLE XII. EMPLOYMENT OF MADISON COUNTY BOARD OF SUPERVISORS'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the MADISON COUNTY BOARD OF SUPERVISORS for any work required by the terms of this CONTRACT, without the written permission of the MADISON COUNTY BOARD OF SUPERVISORS, except as may otherwise be provided for herein.

ARTICLES XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the MADISON COUNTY BOARD OF SUPERVISORS materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the MADISON COUNTY BOARD OF SUPERVISORS, any individual member of the MADISON COUNTY BOARD OF SUPERVISORS, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the compensation, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the MADISON COUNTY BOARD OF SUPERVISORS or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the MADISON COUNTY BOARD OF SUPERVISORS. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the MADISON COUNTY BOARD OF SUPERVISORS. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the MADISON COUNTY BOARD OF SUPERVISORS to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The MADISON COUNTY BOARD OF SUPERVISORS reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the MADISON COUNTY BOARD OF SUPERVISORS any proposed subcontract document together

with subcontractor cost estimates for review and written concurrence of the MADISON COUNTY BOARD OF SUPERVISORS in advance of their execution.

**ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND
WORK MADE FOR HIRE**

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the MADISON COUNTY BOARD OF SUPERVISORS upon creation and shall be delivered to the MADISON COUNTY BOARD OF SUPERVISORS upon termination or completion of work, or upon request of the MADISON COUNTY BOARD OF SUPERVISORS regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the MADISON COUNTY BOARD OF SUPERVISORS.

The CONSULTANT and the MADISON COUNTY BOARD OF SUPERVISORS intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the MADISON COUNTY BOARD OF SUPERVISORS owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the MADISON COUNTY BOARD OF SUPERVISORS, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the MADISON COUNTY BOARD OF SUPERVISORS may deem necessary to secure for the MADISON COUNTY BOARD OF SUPERVISORS or its designee the rights herein assigned.

The MADISON COUNTY BOARD OF SUPERVISORS may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The MADISON COUNTY BOARD OF SUPERVISORS'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the MADISON COUNTY BOARD OF SUPERVISORS.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-

free, nonexclusive, irrevocable license(s) for or to the MADISON COUNTY BOARD OF SUPERVISORS at no cost to the MADISON COUNTY BOARD OF SUPERVISORS to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the MADISON COUNTY BOARD OF SUPERVISORS that it has obtained or granted any and all such licensing prior to presentation of any Work to the MADISON COUNTY BOARD OF SUPERVISORS under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the MADISON COUNTY BOARD OF SUPERVISORS.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the MADISON COUNTY BOARD OF SUPERVISORS, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the MADISON COUNTY BOARD OF SUPERVISORS, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the MADISON COUNTY BOARD OF SUPERVISORS and shall also report to the MADISON COUNTY BOARD OF SUPERVISORS any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in Hinds County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in Hinds County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the MADISON COUNTY BOARD OF SUPERVISORS be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of

Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.

- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting here from.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in “Exhibit 5”.
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security’s E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the MADISON COUNTY BOARD OF SUPERVISORS due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the MADISON COUNTY BOARD OF SUPERVISORS verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the MADISON COUNTY BOARD OF SUPERVISORS to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the MADISON COUNTY BOARD OF SUPERVISORS for the performance of this CONTRACT, the MADISON COUNTY BOARD OF SUPERVISORS shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the MADISON COUNTY BOARD OF SUPERVISORS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The MADISON COUNTY BOARD OF SUPERVISORS may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the MADISON COUNTY BOARD OF SUPERVISORS shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the MADISON COUNTY BOARD OF SUPERVISORS'S taking official action to stop work under this CONTRACT, the BOARD OF SUPERVISORS may notify the CONSULTANT, in writing, of MADISON COUNTY'S intentions to ask the CONSULTANT to stop work under this CONTRACT. Upon notice from BOARD OF SUPERVISORS, CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the MADISON COUNTY BOARD OF SUPERVISORS.

- B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the MADISON COUNTY BOARD OF SUPERVISORS decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

- C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the MADISON COUNTY BOARD OF SUPERVISORS shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the MADISON COUNTY BOARD OF SUPERVISORS. In no event shall the MADISON COUNTY BOARD OF SUPERVISORS be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the MADISON COUNTY BOARD OF SUPERVISORS or, if prior approval is impossible, and then notice to the MADISON COUNTY BOARD OF SUPERVISORS and subsequent review by the MADISON COUNTY BOARD OF SUPERVISORS which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

MADISON COUNTY BOARD OF SUPERVISORS:

For Contractual Matters and Technical Matters:

Tim Bryan, PE, PTOE
County Engineer
Madison County Board of Supervisors
3137 South Liberty St.
Canton, MS 39046
601-790-2525
601-259-0172
timothy.bryan@madison-co.com

CONSULTANT:

For Contractual Matters:

Ray Balentine, P.E., Vice President
Michael Baker International
310 New Pointe Drive
Ridgeland, MS 39157
(601) 607-8712
(601) 607-8701
Ray.Balentine@mbakerintl.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E. # 8618
Surveyor # 2060

For Technical Matters:

Ronald J Stuart II, P.E.
Michael Baker International
310 New Pointe Drive
Ridgeland, MS 39157
(601) 607-8715
(601) 607-8701
rjstuart@mbakerintl.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E. # 16349
Surveyor # n/a

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable MADISON COUNTY BOARD OF SUPERVISORS Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____, 2024.

Madison County Board of Supervisors

BY: _____
Gerald Steen, President

WITNESS this my signature in execution hereof, this the ____ day of _____, 2024.

MICHAEL BAKER INTERNATIONAL

BY: _____
Ray Balentine, P.E., P.L.S., Vice President

ATTEST: _____

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

EXHIBIT 2

SCOPE OF WORK

Stribling Rd. Improvements from Dewees Rd. to Catlett Rd. at Red Fox Ln.

The project is located in Madison County, MS **from Stribling Rd. from east of Dewees Rd. to Catlett Rd. at Red Fox Lane.** The improvements include the widening of Stribling Rd from 500 ft west of Dewees Rd from the existing 2-Lane section to a 5-Lane section along with new alignment to tie in to Catlett Rd. at the intersection of Red Fox Lane. The intersection of Stribling and Catlett will be realigned to make Stribling to Catlett the through movement. This will involve coordination with Garver Engineer with the alignment and layout at the BOP at Dewees Rd. The north leg of Catlett will tie into the new alignment of Stribling Rd in a T-intersection. The tie in of Stribling Rd with Catlett Rd. will involve a transition from the 5-Lane section on Stribling Rd. to the 3-Lane section (2 lanes south, 1 lane north) of Catlett currently under design/construction by the county. Services shall include project management, environmental studies/permitting, capacity analysis, field surveys, centerline soil profiles, conceptual plans, profile grades, plan-profile sheets, hydraulic design, permanent signing plans and details, traffic signal plans, roadway right of way plans, final roadway construction plans (PS&E), right of way maps and deeds(to be included in supplemental), right of way acquisition(to be included in supplemental), utility coordination, bidding services, and other roadway related services including coordination with engineers designing adjacent segment(s) of road .

A project schedule is required. Work progression is to proceed in accordance with the attached agreed project schedule.

A monthly status report is required. This report is to be submitted between the 18th and 25th of each month to the Madison County Project Engineer. This monthly report is to be submitted by the CONSULTANT, and will update Madison County on the status of the project. Recent milestones in plan development, such as the submittal of plans for review, shall be documented. Also the target dates for the future milestones should be included. A quarterly report with this information will also be presented to the Board of Supervisors.

The CONSULTANT shall comply with the current version of the following publications:

Roadway Design

1. MDOT *Roadway Design Manual*, and supplemented with updated design policies as described in Design Memos located on Roadway Design Division's website;
2. MDOT Roadway Design Standard Drawings;
3. MDOT Roadway Design Special Design Sheets;
4. MDOT *Roadway Design CADD Manual*;
5. MDOT *Survey Manual*;
6. MDOT *Access Management Manual*;
7. MDOT Traffic Engineering *Typical Signing Details*;
8. MDOT *Intelligent Transportation Systems Design Manual*;
9. *Mississippi Standard Specifications for Road and Bridge Construction*;
10. AASHTO'S *A Policy on Geometric Design of Highways and Streets*;
11. AASHTO *Roadside Design Guide*;
12. AASHTO *Highway Safety Manual (HSM)*;
13. AASHTO *Guide for the Development of Bicycle Facilities*;
14. AASHTO *Guide for the Planning, Design, and Operation of Pedestrian Facilities*;
15. NACTO *Urban Street Design Guide*;
16. *Manual on Uniform Traffic Control Devices (MUTCD)*; and

Hydraulic Design

- A. *Mississippi Standard Specifications for Road and Bridge Construction*;

- B. AASHTO *Drainage Manual*;
- C. Federal Emergency Management Agency (FEMA) regulations;
- D. National Flood Insurance Program regulations (NFIP);
- E. Local, state, or federal regulations as appropriate; and
- F. Any other publications listed in Exhibit 8, or as instructed by MDOT.

1. TYPICAL ITEMS/MATERIALS PROVIDED BY MADISON COUNTY:

Based upon availability, Madison County will provide within normal resources of Madison County, the following:

- 1. Maps, aerial photographs, and other cartographic items as may be available;
- 2. Available old construction plans, drawings, and maps pertinent to the project;
- 3. Copies of previous studies/analyses, environmental documents, conceptual plan, and other information pertaining to the project;
- 4. Names, addresses, and telephone numbers of points of contact which may prove useful to the CONSULTANT in conducting this analysis;

2. GENERAL REQUIREMENTS:

As directed, the CONSULTANT shall provide engineering/technical assistance to perform specific assignments requiring needed expertise or staff resources unavailable to the LPA.

Roadway design shall be in compliance with the COMMISSION's MDOT Roadway Design Manual, and supplemented with AASHTO'S Policy on Geometric Design of Highways and Streets; MDOT Standard Drawings (roadway and bridge), MDOT Roadway CADD Manual; MDOT Standard Specifications for Road and Bridge Construction; Manual on Uniform Traffic Control Devices (MUTCD); MDOT Access Management Policy; and MDOT Survey Manual. The latest edition of the aforementioned documents shall be used.

Hydraulic design shall conform to MDOT's Roadway Design Manual, 23 CFR 625, 630 AND 650, 44 CFR Part 60.3(d)(3), the Floodplain Management Regulations for the State of Mississippi (Chapter 5, General laws of 1979, 1st Extraordinary session of the State, as amended) and Federal Emergency Management Agency (FEMA) regulations and any other State or Federal regulations as appropriate.

The CONSULTANT shall not begin work in any phase of this CONTRACT until a written NOTICE TO PROCEED for that individual phase has been issued. The LPA reserves the right to not issue a NOTICE TO PROCEED until work in the previous phase has been completed.

For contract plans sheets:

All preliminary plans shall be marked "PRELIMINARY, NOT FOR CONSTRUCTION" on each sheet. Once plans are complete, the "PRELIMINARY" markings shall be removed, and the Roadway Title sheet shall be signed and sealed/stamped by the CONSULTANT's engineer. If the scope of the CONSULTANT's work is limited to certain aspects of the plans, the scope shall be briefly noted near the seal/stamp (e.g., "ROADWAY AND LIGHTING ONLY" or "BRIDGE AND RETAINING WALL ONLY"). If multiple CONSULTANTS develop the plans, each firm shall sign and seal/stamp the title sheet.

It is the responsibility of the CONSULTANT to request and receive approval from the Madison County prior to making any changes to plans developed under this contract. This requirement includes plans developed by any subconsultants.

Other provisions herein notwithstanding, verbal Notice To Proceed with a follow-up letter of authorization may be given to the CONSULTANT by Madison County, or designee, to assess the damage, make recommendations for remedial safety measures and obtain essential information for preparing an estimate of time and cost.

As a minimum, the Scope of Work shall be divided into two phases as follows:

PHASE A: FINAL RIGHT-OF-WAY PLANS

Part 1 – Pre-Design Meeting

Part 2 – Field Survey

Part 3 – Geotechnical Report

Part 4 – Environmental Report

Part 5 – Traffic Analysis

Part 6 – Conceptual Plans

Part 7 – Field Inspection Plans

Part 8 – Final Right-of-Way Plans

Part 9 – Final Right-of-Way Maps and Deeds (to be included in a supplemental agreement),

PHASE B: OFFICE REVIEW PLANS

Part 1 -- Design Conference

Part 2 – Office Review Plans (60% and 90%)

Part 3 -- Final Contract Plans (PS&E ASSEMBLY) (100%)

OVERVIEW OF REQUIRED SUBMITTAL FORMAT:

Print Type	PDF Plans (22x34)		Printed Sheets (11x17 Scale)	
	Plans	XS	Plans	XS
Conceptual	X			
Field Inspection	X	X		
Final ROW Plans	X	X	X	X
Final Maps & Deeds	X	X		
Office Review	X	X		
Final Plans (PS&E)	X	X	X	X

* See Plan Requirements for Roadway Plans and for Bridge Plans in the section below.

ROADWAY PLAN REQUIREMENTS:

A. **Scale of Drawings:**

Plans shall be prepared at the following scales:

	<u>RURAL</u>	<u>URBAN</u>
(1) Plan/Profile Sheets with Geometrics		
Horizontal - - - - -	1" = 50'	1" = 50'
Vertical - - - - -	1" = 10'	1" = 5'
(2) Form Grades for Channelized Intersections And Interchange Ramps - - - - -	1" = 20'	1" = 20'
(3) Detail Geometrics for Channelized Intersections	1" = 20'	1" = 20'
(4) Cross-Sections - - - - -	1" = 10'	1" = 5'
(5) Other sheets at appropriate scale.		

B. **Size of Drawings:**

Sheet size and margin dimensions for Bridge sheets shall conform to the specifications described in the Bridge Division CADD Manual. All other drawings shall measure 22x34 inches and shall have a left-hand margin of 1-1/2 inches, top & bottom margins of 1/2 inch, and right-hand margins of 1/4 inch.

C. **Size of Lettering:**

The MDOT's policy requires the contract plans to be a 50% reduction of the original plans; therefore, the CONSULTANT shall provide a minimum letter size of 1/8 inch (preferably 0.15 inch) in order to be legible when reduced to 50% of the original size. All plans submitted by the CONSULTANT shall conform to the quality standards adopted by the COMMISSION as shown in the Design Manual and the Madison County Project Director may reject any plans not conforming to these standards.

3. SPECIFIC WORK REQUIREMENTS FOR PHASE A: RIGHT OF WAY PLANS:

PHASE A PART 2 - FIELD SURVEY:

The CONSULTANT shall survey the project utilizing standard surveying practices as required for plan development, 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 by Madison County, including the following:

Topographic/Planimetric Survey and Control

- A. Document "good faith" efforts to notify the property owners prior to entering upon the property for survey purposes;
- B. Verify/Establish horizontal and vertical control, intermediate control in accordance with the MDOT Survey Manual;
- C. Perform complete topographic survey along existing centerline within project limit areas in accordance with the MDOT Survey Manual;

- D. The CONSULTANT will be required to establish the existing right-of-way lines of roadways within the project limits of Stribling Rd from Dewees Rd to Catlett Rd. at Red Fox Lane. A PRELIMINARY PROPERTY MAP shall be developed as a result of the CONSULTANT'S field and courthouse research. The preliminary property map shall be utilized as a reference only to the status of property lines and ownership. Furthermore, the preliminary property map should not be used to prepare documents for the conveyance of real property for any purpose:
1. 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 proposed right turn lane within the limits of Stribling Rd from Dewees Rd to Catlett Rd. at Red Fox Lane;
 2. Existing highway ROW, local road ROW and utility ROW that fall within the proposed right turn lane topographic limits of Stribling Rd from Dewees Rd to Catlett Rd. at Red Fox Lane project shall be collected;
 3. Each land parcel boundary in or connecting to the limits of the Stribling Rd from Dewees Rd to Catlett Rd. at Red Fox Lane 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 General Land Office (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;
 4. All corners and evidence found shall be shown. No ROW markers or property corners symbology shall be shown unless they are collected in the field;
 5. Any distances or bearings shown on this drawing shall be grid;
 6. North arrow.
- E. Any proposed turn lanes on the project will be submitted to the Madison County for approval. A site visit by the appropriate representatives of the Madison 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;
- F. In the case of any discrepancy or ambiguity between the MDOT Survey Manual, the Mississippi Board's "Standards of Practice" or specifications listed with 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 Madison County authorized to make alterations to this CONTRACT;
- G. Mississippi One Call (and other agencies that do not participate in Mississippi One-Call shall be contacted to mark all underground utilities within the project limits. The markings shall be field surveyed and depicted on the final mapping.

Survey Data Submittal

The CONSULTANT shall submit electronic copies of the following information (This is in addition to the CADD files required to be submitted):

- A. An ASCII file containing the horizontal and vertical control point information established by the CONSULTANT;
- B. An ASCII file containing the field collected property point information. Naming of the file shall be firm's name_project number_property.txt. File format 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 meets 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. This file shall be scanned and

submitted in a PDF format. Naming of the file shall be firm's name_project name_property certification.pdf;

- C. As ASCII file containing the preliminary ROW marker coordinates. Naming of the file shall be firm's name_project number_preliminary_row.txt. File format shall be point number, northing, easting, RWM and station-offset;
- D. A PDF file containing the completed MDOT survey notification forms for each landowner along the project that have been returned to the CONSULTANT. Naming of the file shall be firm's name_project number_survey_notification.pdf;
- E. An ASCII file containing all topographic points collected for the project. Naming of the file shall be firm's name_project number_topo.pdf. File format shall be point number, northing, easting, elevation, pointcode, line code: point description.

At the end of the office review plans, the CONSULTANT shall submit an electronic copy of the following information:

An ASCII file containing the final ROW marker coordinates used for field staking. Naming of the file shall be firm's name-project number_final_row.txt. File format shall be point number, northing, easting, RWM, and station-offset. A certification bearing the seal, date, and signature of the Professional Surveyor shall accompany this file stating accuracy requirements listed below were achieved. The accuracy standards for placement of monuments shall be 0.05 feet relative to the project control established by the Madison County or in accordance with Mississippi Board's "Standards of Practice, Class "A", for surveying in the State of Mississippi as set forth and published by the State Board of Registration for Professional Engineers and Land Surveyors". The more stringent of these two accuracy standards will apply and shall be used. The top of the pins shall be two six inches below the ground surface.

FIELD STAKING

Other field staking services may include, but not limited to, the following:

- A. The CONSULTANT shall stake all additional alignments (turn lanes) within two (2) weeks of notifications by the Madison County for the purpose of the Madison County preparing a Centerline Soil Profile. The alignments shall be recovered, re-established and re-flagged again prior to the Field Inspection. All staking shall be in accordance with the current version of the MDOT Survey Manual.
- B. Once Final Right-Of-Way Plans have been issued and before the completion of plats and deeds, rebar (5/8" x 24" rebar) with a 2" aluminum cap shall be set at each proposed Right-of-Way corner points. Accuracy standards for placement of monuments shall be in accordance with the Standards of Practice for Class "B" surveys in the State of Mississippi as defined by the State of Mississippi Board of Licensure for Professional Engineers and Surveyors. The top of the pins shall be two (2) to six (6) inches below the ground surface. It shall be the CONSULTANT'S responsibility to update Right-of-Way monument pin locations due to revisions from the time Plats and Deeds are complete to the end of the office review plans;
- C. Once Final Right-of-Way Plans have been issued, all Right-of-Way lines shall be cleared and staked at 100-foot intervals, as required for appraisal and acquisition. For estimating purposes, a maximum of 10 parcels per trip are to be included.

PHASE A PART 3 - FINAL GEOTECHNICAL INVESTIGATION REPORT

The Final Geotechnical Investigation Report shall contain the following:

1. Figure showing approximate test locations
2. Existing pavement thickness
3. Graphical logs of the borings
4. Results of field and laboratory testing
5. Recommendations pertaining to pavement repair and rehabilitation

PHASE A PART 4 – ENVIRONMENTAL STUDIES/PERMITTING

These services will include field studies and report preparation. A wetland delineation will be conducted in accordance with the 1987 Corps of Engineers Wetlands Delineation Manual and the 2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual. In addition to the wetlands field delineation, all other waters falling under the jurisdiction of the U.S. Army Corps of Engineers (USACE) will be identified, classified, and recorded.

The project area will also be surveyed by a qualified biologist for the presence or absence of any federally listed species. Michael Baker will prepare a Habitat Assessment and Listed Species Technical Memo to document the presence or absence of any federally listed species observed within the project area. The memo will include a description of site characteristics, related species information, relevant mapping, and photo documentation of the project area habitat. Following the fieldwork, a report documenting the extent of jurisdictional resources will be prepared and provided for review to the County in digital and hard copy format (if desired).

Once the wetland and other waters impacts have been determined, Michael Baker will prepare the relevant Section 404 Permit application and accompanying documentation for submittal to the U.S. Army Corps of Engineers (USACE), Vicksburg District, and other applicable resource agencies. Following the joint application submittal, Michael Baker will coordinate with the USACE and other appropriate resource agencies as needed. We will obtain concurrence from the U.S. Fish and Wildlife Service (USFWS) that the proposed project is in compliance with Section 7 of the Endangered Species Act. We will also obtain concurrence from the Mississippi Department of Archives and History (MDAH) that the proposed project is in compliance with Section 106 of the National Historic Preservation Act.

If wetland mitigation is required, Michael Baker will prepare the appropriate wetland mitigation plan and coordinate that effort with the relevant parties. It is assumed that any required mitigation would take place in an existing USACE-approved wetland mitigation bank.

It should be noted that this scope of services does not include archeological fieldwork. While not anticipated, if it is determined during the permitting process that an archeological survey is required, then a separate contract would need to be negotiated.

PHASE A PART 5 - TRAFFIC ANALYSIS

Tasks: 1) Documentation of existing conditions, 2) Evaluation of turning movements along Stribling Road, 3) Prioritization of geometric improvements, and 4) Report.

Task 1 – Documentation of Existing Conditions:

Kiser Traffic and Engineering, LLC will review the existing geometric information along Stribling Road from Dewees Road to Catlett Road, appx. 1.25 miles. Year 2023 traffic counts will be used at the study intersections.

Task 2 – Evaluation of Turning Movements along Stribling Road

The existing traffic volumes will be evaluated at the study intersections with Stribling Road. The left/right turning volumes will be compared to the left/right turn lane warrants in the NCHRP Report 457 to evaluate if dedicated left turn lanes/right turn lanes are warranted at these residential access roadway intersections with Stribling Road. Signal warrant analysis will be conducted at Dewees Road and Caroline Blvd.

Task 3 – Prioritization of Geometric Improvements

The auxiliary lanes that are recommended along Stribling Road will be evaluated to determine if a center turn lane or individual left turn lanes will provide the most benefit to traffic circulation. The conceptual left/right turn lanes on Stribling Road will be shown graphically in the recommended improvements. The project related impacts will be evaluated using the Highway Capacity Manual to identify deficiencies in operation at the study intersections. Corresponding geometric improvements will be recommended to mitigate the failing levels of service identified in this analysis for the site driveways and study intersections. Pedestrian facilities will be evaluated to determine if sidewalks or a multi-use path will be recommended in the cross section.

Task 4 – Report

The traffic volumes and recommended improvements will be provided in a letter/report documenting the Traffic Analysis to you for review and approval. Recommendations will be included in the document identifying geometric improvements at the proposed study intersections along Stribling Road. Comments from the County that identify additional intersections for study may be considered as additional services if modification to the Traffic Analysis is required.

PHASE A PART 6 (CONCEPTUAL REVIEW) ROADWAY DESIGN

The Conceptual Review Plans shall contain, at a minimum:

- A. Title Sheet;
- B. Typical Sections;
- C. Plan-Profile Sheets showing all geometrics, profile grades, construction limits, existing Right-of-Way limits, size and location of all existing drainage structures, existing driveways, and all public and private utility locations;
- D. Cross Section Sheets showing accurate templates at each cross section.

Following the Conceptual, the CONSULTANT shall make all approved plan changes as instructed.

PHASE A PART 7 (FIELD REVIEW) ROADWAY DESIGN

The Field Review Plans shall contain, at a minimum:

- A. Title Sheet;
- B. Typical Sections;
- C. Plan-Profile Sheets showing all geometrics, profile grades, special ditches, construction limits, existing and proposed Right-of-Way limits, size and location of all drainage structures, existing and proposed driveways, and all public and private utility locations;
- D. Cross Section Sheets showing accurate templates at each cross section, all ditches, proposed driveways, and proposed and existing side drain and cross drain structures. The drainage structure cross sections shall not be in a separate cross section file. Phase construction details shall be shown on the cross sections.

The CONSULTANT shall include the following: preliminary earthwork quantities, preliminary pavement marking sheets, as well as any traffic control that will be required during construction.

Along with the Field Review Plans, the CONSULTANT shall submit a signed copy of the current Phase A checklist located under the Quality Control Checklists on the MDOT website.

The proposed Final Right-of-Way limits shall be adjusted as necessary from the Preliminary Right-of-Way and will be based on the normal border width, which will represent the actual proposed Right-of-Way for the project, pending approval by the County.

Following the Field Inspection, the CONSULTANT shall make all approved plan changes as instructed.

ROADWAY HYDRAULIC DESIGN (DRAINAGE AREA < 1,000 ACRES)

Hydraulic Analysis and Design Requirements

The CONSULTANT shall base the design on the most effective and economical methods that allow runoff waters to be passed through and removed from the roadway. Drainage installations should not create hazardous conditions for traffic operations, nor should they adversely affect conditions of adjoining properties.

Roadway hydraulic design, including hydrology, channels, culverts, energy dissipaters, storm drainage systems, and storage facilities, shall be in conformance with the publications listed in I. GENERAL REQUIREMENTS of this Scope of Work and those listed below.

The hydraulic design shall be performed using a nationally recognized and readily available computer program specifically developed for aiding in the design of roadway drainage structures, culverts, and/or storm water conveyance systems and containments. Acceptable software for drainage design applications may include HY-8 Culvert Hydraulic Analysis Program, FHWAY Hydraulic Toolbox, HEC-RAS, PondPack, StormCAD, StreamStats, HEC-HMS, WMS, and SMS.

For storm drainage systems that collect, convey and discharge stormwater flowing within and along the highway Right-of-Way, the storm sewer system design shall be completed in accordance with the requirements and format set forth herein. The storm drainage system shall be designed so that the post-construction peak flow rate at any point where runoff leaves the project Right-of-Way shall be less than or equal to the preconstruction conditions, when applicable.

Hydraulic Plans Requirements

Pursuant to the Hydraulic Structure Recommendations, drainage details for all culverts and cross drains, including any that are necessary for detour roads and any other non-permanent locations, storm drainage systems, and sediment basins, shall be provided and placed accordingly in the drainage design file and referenced into the Plan-Profile Sheets.

For urban projects, the storm sewer design shall be depicted on separate Left and Right 1" = 20' Plan-Profile Sheets.

PHASE A PART 8 - FINAL RIGHT-OF-WAY PLANS

Following the Field Inspection, the CONSULTANT shall make all approved plan changes as instructed by the Project Manager. After completion of all changes requested by Madison County, the CONSULTANT shall submit the Draft Final Right-of-Way plans and Draft Final Right-of-Way Cross Sections for review.

The CONSULTANT shall submit concurrently the following after Field Inspection:

- A. Draft Final Right-of-Way Plans;
- B. Draft Final Roadway Hydraulic Design Report; and
- C. Current Phase A Checklist located under Quality Control Checklists on the MDOT website.

The Draft Final Right-of-Way Plans shall contain, at a minimum:

- A. Title Sheet;
- B. Typical Sections;
- C. Right-of-Way Revision Sheet
- D. Plan-Profile Sheets showing all geometrics, profile grades, special ditches, construction limits, existing and proposed Final Right-of-Way limits, size length and location of all drainage structures, existing and proposed driveways, and all public and private utility locations;
- E. Right-of-Way and Easement Coordinate Sheets; and
- F. Cross Section Sheets showing accurate templates at each cross section, all ditches, proposed driveways, and proposed and existing side drain and cross drain structures. The drainage structure cross sections shall not be in a separate cross section file. Phase construction details shall be shown on the cross sections.

The CONSULTANT shall allow approximately four (4) weeks for review by Madison County, or as instructed by the Project Manager. After the Madison County completes its review, Madison County shall provide a list of changes required, or meet with the CONSULTANT for a Draft Final Right-of-Way review to discuss the necessary changes.

4. SPECIFIC WORK REQUIREMENTS FOR PHASE B: OFFICE REVIEW:

PHASE B shall consist of all services required to produce final contract plans. The CONSULTANT shall not begin work on PHASE B until a written NOTICE TO PROCEED for PHASE B has been issued.

Roadway plans shall conform to Roadway Design Division's CADD specifications as described in Roadway Design Division's CADD USER'S MANUAL. When field inspection plans are submitted, all hydraulic calculations (for drainage areas under 1000 acres) shall be included.

Unless stated otherwise in the CONTRACT, the following specific requirements are typical for this phase:

Part 1 - DESIGN CONFERENCE

The purpose of the Design Conference is to discuss any updated procedures or policies the County may have enacted that would impact the final design phase of the project. These items would not be considered extra work but would help to minimize the number of corrections that are generated at the Office Review stage. The design conference may also require a visit to the project site.

Part 2 - OFFICE REVIEW PLANS (60% and 90%)

For the office review plans, the CONSULTANT shall submit one (1) set of plans and quantity calculations in 8.5"x11" format for review by Madison County. The CONSULTANT shall make a 60 % submittal and a 90 % submittal in this phase. Comments from the 60% review shall be incorporated in the 90 % submittal. 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 Madison County shall review and mark the plans with all required revisions.

After the office review is conducted, the CONSULTANT shall provide the Madison 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.

PHASE B (Office Review) Roadway Plans

- A. Title Sheet;
- B. Detailed Index Sheet(s);
- C. General Notes Sheet(s);
- D. Typical Section Sheet(s);
- E. Summary of Quantities Sheet(s);
- F. Estimated Quantities Sheet(s);
- G. Plan Profile Sheet(s);
- H. Temporary Erosion Control Plan Profile Sheet(s);

- I. Intersection Detail Sheet(s);
- J. Traffic control plans;
- K. Complete Form Grade Sheet(s) for interchange ramps, loops, and/or channelized intersections at 25-foot intervals and at critical locations as needed;
- L. Permanent Directional Signing Sheet(s) that include layouts, details (signs and overhead assemblies);
- M. Standard, regulatory and warning signs;
- N. Temporary Erosion Control Standard Drawings;
- O. Detailed Pavement Marking Sheet(s), not covered by Standard Drawings;
- P. Permanent Signing Plans;
- Q. Right-of-Way and Easement Coordinate Sheet(s);
- R. Standard Drawings;
- S. Other applicable plans as necessary for the construction of the project;
- T. Final Cross Section Sheets; and
- U. All calculations, notes, and data used to develop the plans

Permanent signing plans and details for new construction projects shall be developed in accordance with the requirements of the most recent edition of the MUTCD and MDOT signing policies and practices and at the direction of Madison County.

Along with the Office Review Plans, the CONSULTANT shall submit a signed copy of the current Phase B checklist located under the Quality Control Checklists on the MDOT website.

On projects which include a disturbed area over five acres, the CONSULTANT is required to prepare a LCNOI (Large Construction Notice of Intent) and shall include a detailed erosion control plan in the Phase B (Office Review) plans.

Part 3 - FINAL CONTRACT PLANS (PS&E ASSEMBLY) (100%)

The final contract plans shall include all items required in the final right-of-way plans and all other information such as, but not limited to:

- A. ROADWAY PLANS: Title sheet; detailed index; general notes; typical sections; summary of quantities; estimated quantities; plan-profile sheets; special design sheets; traffic control plan; and estimated quantities; detailed pavement marking sheets; final cross-sections; and all notes and data used to develop the plans.
- B. Submittal: Unless otherwise specified in the CONTRACT, after all revisions have been made, the CONSULTANT shall submit the final contract plans (PS&E Assembly) including all survey notes, design, special provisions, estimates of cost and revised quantity computations, 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 from the CONSULTANT that a detailed check of the quantity computations has been made prior to submission. 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.

LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of MADISON COUNTY BOARD OF SUPERVISORS
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 1

EVIDENCE OF AUTHORITY

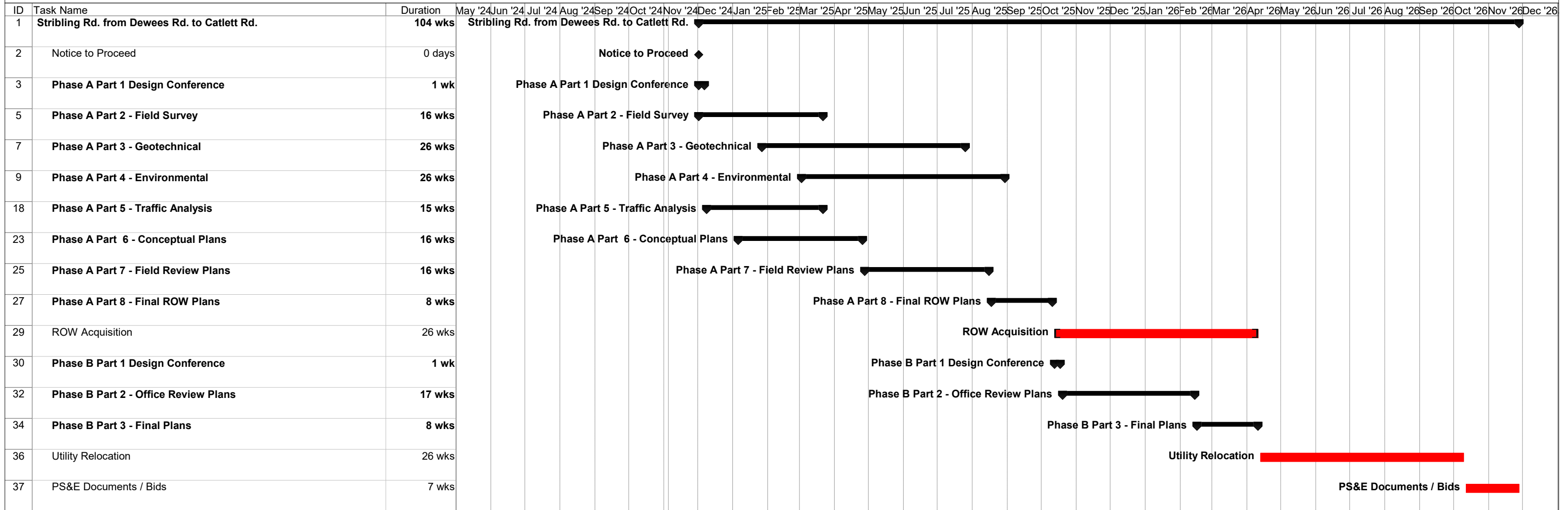
{ insert MICHAEL BAKER INTERNATIONAL Evidence of Authority }


EXHIBIT 2

PRELIMINARY PROJECT SCHEDULE

The proposed Preliminary Project Schedule is attached herein and made part of Exhibit 2, as referenced in Article IV - Time of Performance of the Preliminary Engineering Services Contract.

Exhibit 2
Stribling Rd. from Dewees Rd. to Catlett Rd.





Task

Milestone

Summary

Baker Task

Group By Summary

Manual Summary

Client Review

EXHIBIT 3

FEEES AND EXPENSES

The MADISON COUNTY BOARD OF SUPERVISORS shall pay the CONSULTANT on an actual cost-plus fixed-fee with an upset limit for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT's fixed fees attributable to this CONTRACT.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct cost. Direct salaries are those amounts actually paid to the person performing the SERVICES which are deemed reasonably necessary by the MADISON COUNTY BOARD OF SUPERVISORS for the advancement of the Scope of Work. Overtime work is not contemplated by this contract. Accordingly, direct salaries chargeable to this contract shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT's allowable indirect costs attributable to this contract. Direct Costs are those charges deemed reasonably necessary by the MADISON COUNTY BOARD OF SUPERVISORS for the successful completion of the Scope of Work which are charged directly to the project and not included in overhead.

Fixed fee as the term is used herein shall mean a dollar amount established to cover the CONSULTANT's profit and business expenses not allocable to overhead for the successful completion of the SERVICES.

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

The following schedule of rates for services will not be exceeded for all work under this CONTRACT:

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing services reasonably necessary for the completion of the Scope of Work set forth under "Exhibit 2" to this contract.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Payroll Additive & Overhead:

The rate, based on the CONSULTANT'S latest governmental audited rate, not to exceed two (2) years, and as approved by MDOT, for payroll additives and overhead shall be computed at 140.86% (FCCM: 0.00%) of direct salary cost. This rate shall be used to calculate costs under this CONTRACT and in the preparation of costs estimates for Supplemental Agreements under this CONTRACT. The estimated FCCM or cost proposals in Supplemental Agreements must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM. Final payment of these costs shall be adjusted after completion of the final audit to reflect the actual rates experienced by the CONSULTANT during the course of this CONTRACT; however, in no event shall such an adjustment allow the CONTRACT'S cost to exceed the maximum limitation stated. Said audit of the CONSULTANT will be conducted by the MADISON COUNTY BOARD OF SUPERVISORS, or the MADISON COUNTY BOARD OF SUPERVISORS's designated auditor at the conclusion of the contract in accordance with Federal and MADISON COUNTY BOARD OF SUPERVISORS requirements.

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, 2010, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

The MADISON COUNTY BOARD OF SUPERVISORS will reimburse the CONSULTANT's actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. (i.e. no meal reimbursement when there is no overnight stay).

All direct costs (except meals) must be substantiated by supporting data, i.e. mileage, log books, receipts, etc.

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

Fixed Fee:

The CONSULTANT's fixed fee shall be \$ 80,413.30, which sum shall be paid incrementally each month in an amount determined by multiplying the total fixed fee by the project completion percentage, less any amounts previously paid for fixed fees.

Contract Maximums:

Under no circumstances shall the amount payable by the MADISON COUNTY BOARD OF SUPERVISORS for this assignment exceed \$ 793,893.63 (Total of all Charges) without the prior written consent of both parties.

Fee and Expense Summary

Labor Cost & Overhead	Direct Cost	Fixed Fee	FCCM	Sub-Consultant	Total
\$670,110.81	\$9,357.93	\$80,413.30	\$0.00	\$34,011.59	\$793,893.63

****See Delineation of Cost Breakdown behind Exhibit 9.**

EXHIBIT 4
SAMPLE INVOICE

LOCAL PUBLIC AGENCY
ADDRESS
CITY, STATE, ZIP CODE

DATE:

ATTENTION: ACCOUNTS PAYABLE

INVOICE NO. 0000
PERIOD _____, 20__ THROUGH _____, 20__
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED _____, 20__, AS RELATES TO
PROJECT NO. ____-____-____-____-____ IN _____ COUNTY, HIGHWAY _____.

CONSULTANT:
CUSTOMER NUMBER 0000000000 FILE NO. 000-000000
REPORT NUMBER: 0000 through 00000

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE
DIRECT SALARIES	\$	\$	\$
*PAYROLL ADDITIVE (less FCCM)	\$	\$	\$
FIXED FEE (% complete X total fee less amounts previously paid – not to exceed 75%)	\$	\$	\$
PAYROLL ADDITIVE w/ FCCM only	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$
AMOUNT DUE THIS INVOICE:	\$	\$	\$

NOTE:

1. * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD-)
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 00-0000-00-000-00
 County _____

<u>Employee and Classification</u>	<u>Rate of Pay</u>	<u>Current Period Hours</u>	<u>Current Period Costs</u>	<u>Previous Period Costs</u>	<u>Costs To Date</u>
DIRECT LABOR AND DIRECT COSTS					
John P. Public, Jr Engineer	0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Technician	0.00	<u>0.0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Sub Total		0.0	0.00	0.00	0.00
Payroll Additives (minus FCCM)			<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Labor			0.00	0.00	0.00
Fixed Fee			0.00	0.00	0.00
Payroll additives w/ only FCCM (Direct Labor * FCCM)			0.00	0.00	0.00
Direct Costs			<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Project Total			0.00	0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subcontractors including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the MADISON COUNTY BOARD OF SUPERVISORS.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the MADISON COUNTY BOARD OF SUPERVISORS and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this ____ day of _____, 20____.

CONSULTANT

BY: _____

ATTEST: _____

My Commission Expires:

Notary

EXHIBIT 7

CERTIFICATION OF THE MADISON COUNTY BOARD OF SUPERVISORS

I hereby certify that I am the Chief Administrative Official, duly authorized by the MADISON COUNTY BOARD OF SUPERVISORS to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the ____ day of _____, 20__.

MADISON COUNTY BOARD OF SUPERVISORS

Gerald Steen, President

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the MADISON COUNTY BOARD OF SUPERVISORS, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the MADISON COUNTY BOARD OF SUPERVISORS has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603,100 Stat 3359, as amended. The undersigned agrees to inform the MADISON COUNTY BOARD OF SUPERVISORS if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the MADISON COUNTY BOARD OF SUPERVISORS, if requested, for the benefit of the MADISON COUNTY BOARD OF SUPERVISORS or this CONTRACT.

133539
EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____
Authorized Officer or Agent Date

Ray Balentine, P.E., P.L.S. Vice President
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of
Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

Summary

Stribling Rd from Dewees to Catlett
Madison County
Michael Baker International
31-Oct-2024

	Prime Consultant Man-Hours	Sub-Consultant Man-Hours	Total Man-Hours	Salary Cost	Overhead	FCCM	Total Labor Cost	Direct Cost	Fixed Fee	Prime Consultant Sub- Total	Prime Consultant Contract %	Sub-Consultant Sub-Total	Sub-Consultant Contract %	Total Cost
Phase A:														
Part 1, Pre-Design Meeting	14		14	\$1,010.86	\$1,423.90		\$2,434.76	\$32.75	\$292.17	\$2,759.68				\$2,759.68
Part 2, Field Survey	854		854	\$52,521.00	\$73,981.08		\$126,502.08	\$7,733.00	\$15,180.25	\$149,415.33				\$149,415.33
Part 3, Geotechnical - BCD		44	44									\$19,011.59	3.25%	\$19,011.59
Part 4, Environmental	164		164	\$6,405.00	\$9,022.08		\$15,427.08	\$599.18	\$1,851.25	\$17,877.51				\$17,877.51
Part 5 Traffic Analysis - Kiser												\$15,000.00	2.56%	\$15,000.00
Part 6, Conceptual Plans	852		852	\$52,157.67	\$73,469.29		\$125,626.96	\$165.50	\$15,075.24	\$140,867.70				\$140,867.70
Part 7, Field Review Plans	1,394		1,394	\$82,712.63	\$116,509.01		\$199,221.64	\$298.25	\$23,906.60	\$223,426.49				\$223,426.49
Part 8, Final ROW Plans	97		97	\$6,437.15	\$9,067.37		\$15,504.52	\$132.75	\$1,860.54	\$17,497.81				\$17,497.81
Phase A Totals	3,375	44	3,419	\$201,244.31	\$283,472.73		\$484,717.04	\$8,961.43	\$58,166.05	\$551,844.52	94.19%	\$34,011.59	5.81%	\$585,856.11
Phase B:														
Part 1, Design Conference	12		12	\$822.68	\$1,158.83		\$1,981.51	\$32.75	\$237.78	\$2,252.04				\$2,252.04
Part 2, Office Review	1,075		1,075	\$60,776.07	\$85,609.17		\$146,385.24	\$231.00	\$17,566.23	\$164,182.47				\$164,182.47
Part 3, Final Plans	242		242	\$15,372.84	\$21,654.18		\$37,027.02	\$132.75	\$4,443.24	\$41,603.01				\$41,603.01
Phase B Totals	1,329		1,329	\$76,971.59	\$108,422.18		\$185,393.77	\$396.50	\$22,247.25	\$208,037.52	100.00%			\$208,037.52
Phase A +B Totals	4,704	44	4,748	\$278,215.90	\$391,894.91		\$670,110.81	\$9,357.93	\$80,413.30	\$759,882.04	95.72%	\$34,011.59	4.28%	\$793,893.63

Grand Total	\$793,893.63
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Notes: Project information at the top of this sheet is linked to all the tabs in the workbook, so it only has to be filled out on this page.

All hour and fee amounts for each tab are linked to this summary page. If more tabs are needed for additional work or sub-consultant fees/hours, please link to this page.

All links and formulas contained in this workbook are included for convenience only. It is the consultant's responsibility to ensure

Phase A: Part 1 , Pre-Design Meeting

Stribling Rd from Dewees to Catlett									
Madison County									
0									
Michael Baker International									
31-Oct-2024									
No. of Sheets	Task	Personnel Titles Assigned to Project							Man-Hour Totals
		Engineering Manager	Proj. Manager/ Senior Engineer	Design Engineer	RWD Hydraulics Engineer	Engineer EI	Sr Designer		
		Man-Hours							
	Pre-Design Meeting								
	Prepare For & Attend Meeting	2	4	2	2	2		12	
	Prepare Pre-Design Meeting Minutes		2					2	
	Initial Site Visit								
	Prime Direct Cost								
	Subconsultant Direct Cost								
	Total Hours	2	6	2	2	2		14	
	Hourly Rate	\$120.50	\$68.87	\$66.27	\$71.00	\$41.05	\$49.30		
	Salary Cost	\$241.00	\$413.22	\$132.54	\$142.00	\$82.10	\$0.00	\$0.00	
140.86%	Overhead							\$1,423.90	
0.00%	FCCM							\$0.00	
	Total Labor Cost							\$2,434.76	
	Prime Other Direct Costs								
	Prints					0	\$0.00	\$0.00	
	Mileage					50	\$0.66	\$32.75	
	Meals					0	\$0.00	\$0.00	
	Lodging					0	\$0.00	\$0.00	
	Prime Direct Costs Total							\$32.75	
12.00%	Fixed Fee							\$292.17	
	Phase A, Part _ Grand Total							\$2,759.68	

Conventional Surveying Method	Prepared By: MICHAEL BAKER INTERNATIONAL								
Madison County, Mississippi									
CONVENTIONAL FIELD SURVEY ESTIMATE									
SCOPE DESCRIPTION	ENG. MGR.	SURVEY. MGR.	CADD TECH.	REGISTERED SURVEYOR.	1 PER. CREW	2 PER. CREW	3 PER. CREW	TOTAL HOURS	LABOR COSTS
	\$85.00	\$60.00	\$46.00	\$50.00	\$45.00	\$67.00	\$95.00		
ITEM I. FIELD SURVEY REQUIREMENTS									
I.0. Mobilization and Demobilization	0	2	0	1	0	0	6	9	\$740.00
I.A.1. Good Faith Effort to Notify Property Owners Prior to Survey	0	1	0	24	0	8	0	33	\$1,796.00
I.B.1. Recon and Recover Madison County Primary Horizontal and Vertical Control Monuments (Coordinates Furnished by Madison County)	0	1	0	4	0	8	0	13	\$796.00
I.C.1. Establish Primary Horizontal and Vertical Control Monuments on Project	0	1	0	4	0	16	50	71	\$6,082.00
I.D.1. Perform Topographic Survey Along Existing Stribling Road (+/- ~100' from Centerline), Catlett Road, & Proposed New Alignment	0	0	0	0	0	80	10	90	\$6,310.00
I.E.1. Perform Topographic Survey of Ditches, Upstream and Downstream, Not Exceeding 500' Along the Stream	0	0	0	2	0	16	32	50	\$4,212.00
I.F.1. Location of Miscellaneous Drainage Structures along and under Roadways	0	0	0	2	0	34	0	36	\$2,378.00
I.G.1. Location of Above and Below Ground Utilities (Underground Utilities Located by 811 Requests - no depths)	0	0	0	16	0	32	0	48	\$2,944.00
I.H.1. Location of ROW and Property Corners (+/- 107 parcels)	0	0	0	0	18	94	21	133	\$9,103.00
ITEM II. DELIVERABLES									
II.A.1. ASCII Control File	0	0	1	1	0	0	0	2	\$96.00
II.B.1. Obtain and Assemble GLO Maps and Survey Notes and Deeds of Record (+/- 107 parcels)	0	0	27	54	16	0	0	97	\$4,662.00
II.B.2. Compute and Assemble Property Map from GLO Data, Existing Ownership Deeds & Found Field Evidence (+/- 107 parcels)	0	0	48	107	0	0	0	155	\$7,558.00
II.C.1. Preparation of ORD Topographic CADD File	0	0	32	2	0	0	0	34	\$1,572.00
II.C.2. Preparation of ORD DTM file from Topographic Data (TIN File)	0	0	24	2	0	0	0	26	\$1,204.00
II.D.1. Quality Assurance/Control	0	27	8	18	4	0	0	57	\$3,068.00
SUBTOTALS -- ITEM I & II. FIELD SURVEY AND DELIVERABLES REQUIREMENTS	0	32	140	237	38	288	119	854	\$ 52,521.00
SUMMARY OF FIELD SURVEY COSTS									
LABOR COSTS									\$ 52,521.00
140.86% OH									\$ 73,981.08
SUBTOTAL									\$ 126,502.08
12% FEE									\$ 15,180.25
SUBTOTAL									\$ 141,682.33
OTHER DIRECT COSTS:									
a) Mileage: 11 weeks x 450 miles per week @ \$0.67 per mile x 2 Survey Trucks									\$ 6,633.00
b) Survey Supplies: \$100.00 per week x 11 weeks:									\$ 1,100.00
TOTAL OTHER DIRECT COST									\$ 7,733.00
TOTAL FIELD SURVEY									\$ 149,415.33

Phase A Part 3 Geotechnical Sheet

Stribling Road (Deweese Rd to Catlett Road)
Project Number
Burns Cooley Dennis, Inc.
10/17/2024

MDOT Process Item Description	Estimated Hours									
	Project Manager	Sr. Engineer	Project Engineer	Engineer	Draftsman	Technician	Clerical	Labor Classification	Total Hours	Total Hours
Geotechnical Field Investigation										
Boring Layout			1.0			4.0			5.0	5.0
Coordinate Field Investigation	2.0		1.0						3.0	3.0
Coordinate Lab Investigation			2.0						2.0	2.0
Examine Samples			3.0						3.0	3.0
Data Assimilation/Log Preparation			3.0		4.0				7.0	7.0
Report Preparation	6.0		16.0				2.0		24.0	24.0
Total Hours	8.0		26.0		4.0	4.0	2.0		44.0	44.0

Raw Labor Rates	\$84.00	\$70.00	\$65.00	\$42.00	\$32.00	\$30.00	\$23.00	\$0.00	
Labor Cost	\$672.00		\$1,690.00		\$128.00	\$120.00	\$46.00		\$2,656.00
						Overhead	%	173.25%	\$4,601.52
						Fixed Fee	%	12.00%	\$870.90
						FCCM Overhead	%	2.19%	\$58.17

Field and Lab.	Qty.	Unit Price ¹	
Field Equip. Mob/Demob	3	\$350.00	\$1,050.00
Drilling in Roadway, 5 ft	140	\$20.00	\$2,800.00
Pavement Coring	4	\$85.00	\$340.00
Traffic Control	1	\$1,400.00	\$1,400.00
pH of Soils MT-30	3	\$40.00	\$120.00
Soil Resistivity MT-47	3	\$75.00	\$225.00
Atterberg Limits T 89 & T 90	39	\$75.00	\$2,925.00
Water Content T 265	87	\$10.00	\$870.00
% Finer Than The No. 200 Sieve T 11	7	\$60.00	\$420.00
Shrinkage Factor (Volume Change)	3	\$75.00	\$225.00
Soluble Sulfate Ion In Soils & Water MT-58	3	\$150.00	\$450.00

Total Direct Costs: \$10,825.00

Direct Costs:	Quantity	Unit	Unit Price¹	Amount
Mileage		Miles	\$0.67	\$0.00

¹ See State Travel Handbook

Total Direct Costs: \$0.00

Project Total \$19,011.59

Stribling Road from Dewees Road to Catlett Road at Red Fox Lane
Phase A Part 4 - Environmental
Madison County

Date Prepared: October 29, 2024

Wetlands and Other Waters	Sr. Env. Specialist	Environmental Specialist	Environmental Associate	
General Assessment				
Data preparation	0	4	4	
Wetland and Other Waters Fieldwork	0	16	16	
Technical Report and Mapping	4	40	16	
Report Coordination and Revisions	2	4	2	
Permit Application Packet	2	16	8	
T/E Species Tech Memo	2	12	4	
Agency Coordination	8	4		
Subtotal Hours	18	96	50	164
Average Hourly Rate	\$80.00	\$37.50	\$27.30	
Salary Costs	\$1,440.00	\$3,600.00	\$1,365.00	

Wetlands and Other Waters	Mileage \$.67/mile	Lodging \$110/night	Meals \$46/day	Printing/Plots	Total
General Assessment					
Data preparation				\$50.00	\$50.00
Wetland Delineation	\$237.18	\$220.00	\$92.00		\$549.18
<i>Details on above costs</i>	<i>354</i>	<i>2 staff/1 night</i>	<i>2 staff/1 day</i>		
Report Coordination and Revisions					\$0.00
Subtotal Other Direct Costs					\$599.18

TASK SUMMARY

Labor Costs	\$6,405.00
Overhead Rate 140.86%	<u>\$ 9,022.08</u>
Subtotal	\$15,427.08
12% FEE	\$1,851.25
ODC's	<u>\$599.18</u>

TOTAL TASK ESTIMATE

\$17,877.51

Phase A: Part 6 , Conceptual Plans

Phase A: Part 6 , Conceptual Plans									
	Stribling Rd from Dewees to Catlett Madison County 0 Michael Baker International 31-Oct-2024								
No. of Sheets	Task	Personnel Titles Assigned to Project						Man-Hour Totals	
		Engineering Manager	Proj. Manager/ Senior Engineer	Design Engineer	RWD Hydraulics Engineer	Engineer EI	Sr Designer		
		Man-Hours							
	Title Sheet		1			1	2	1	4
	Typical Sections								
	Mainline (2)		2			2	8		12
	Local Roads (5)		2			4	8		14
	Plan Profile Sheets (14)								
	Create Sheets (1"=50')		8			24	8		40
	Sheet Clean-Up and Organization		12		6	32	32		82
	Horizontal Alignment Design								
	Mainline		4						4
	Local Road Alignments (8)		12						12
	Establish Pavement and Shoulder Edge Lines		8						8
	Vertical Alignment Design								
	Mainline-Set mathematical grade		8						8
	Local Rds. (8)		16						16
	Intersection Design (7 intersections)								
	Evaluate Sight Distance		6						6
	Determine Turn Lane Configurations		8						8
	Establish Turning Radii & Channelization		8						8
	3d Model								
	Create 3d Model for Mainline		24			24			48
	Create 3d Model for Local Roads (16)		40			24			64
	Generate Proposed Cross sections from Model		16				16		32
	Determine Constructability Issues	2	6		2				10
	Right-of-Way Determination								
	Place Conceptual ROW		6			6			12
	Conceptual Traffic Control Plan								
	Evaluate Construction Phasing	4	4				8		16
	Generate Conceptual TCP Sheets	4	24				40		68
	Deliverables								
	Conceptual CADD Files and KMZ		1				1		2
	Multi-Page PDF		2				4		6
	Completed Phase A Conceptual Checklist	2	2						4
	Conceptual Plan Review								
	Attend Conceptual Plan Review	4	4	4	4	4			20
	Revise Plans Per Conceptual Review		24		16	40	40		120
	Provide Conceptual Review Meeting Minutes		4						4
	QA/QC	16	40						56
	Utility Coordination	8	40	40			40		128
	Project Management		40						40
	Prime Direct Cost								
	Subconsultant Direct Cost								
	Total Hours	40	372	44	28	161	207		852
	Hourly Rate	\$120.50	\$68.87	\$66.27	\$71.00	\$41.05	\$49.30		
	Salary Cost	\$4,820.00	\$25,619.64	\$2,915.88	\$1,988.00	\$6,609.05	\$10,205.10	\$0.00	\$52,157.67
140.86%	Overhead								\$73,469.29
0.00%	FCCM								\$0.00

Phase A: Part 6 , Conceptual Plans

	Stribling Rd from Dewees to Catlett							
	Madison County							
	0							
	Michael Baker International							
	31-Oct-2024							
No. of Sheets	Task	Personnel Titles Assigned to Project						Man-Hour Totals
		Engineering Manager	Proj. Manager/ Senior Engineer	Design Engineer	RWD Hydraulics Engineer	Engineer EI	Sr Designer	
		Man-Hours						

Total Labor Cost				\$125,626.96
Prime Other Direct Costs				
Prints		100	\$1.00	\$100.00
Mileage		100	\$0.66	\$65.50
Meals		0	\$0.00	\$0.00
Lodging		0	\$0.00	\$0.00
Prime Direct Costs Total				\$165.50
12.00% Fixed Fee				\$15,075.24
Phase A, Part _ Grand Total				\$140,867.70

Phase A: Part 7 , Field Review

Stribling Rd from Dewees to Catlett Madison County 0 Michael Baker International 10/31/2024								
No. of Sheets	Task	Personnel Titles Assigned to Project						Man-Hour Totals
		Engineering Manager	Proj. Manager/ Senior Engineer	Design Engineer	RWD Hydraulics Engineer	Engineer EI	Sr Designer	
		Man-Hours						
	Title Sheet		1				1	2
	Typical Sections							
	Mainline (4)		1				4	9
	Local Roads (15)		2				8	34
	Drainage (D.A. less than 1000 acres)							
	Calculate D.A. & Flow Rate For Cross Drains, Side Drains, & Ditches						16	16
	Complete Hydraulic Culvert Data Form						4	4
	Storm Drain Calculations						40	40
	3d Model/Cross Sections							
	Adjust Model from Conceptual Design		32				16	48
	Recut Cross Sections from Model to Show Adjustments		16					16
	Draw Drainage Structures On Cross-Sections						16	16
	Drain Roadside Ditches (including flat-bottom ditches)						16	16
	Draw Ramps On Cross-Sections		4				8	12
	Phase Construction Details		8				8	16
	Clean Water Diversion Ditches (If Required)						16	16
	Preliminary Earthwork Calculations		8				16	24
	Plan Profile Sheets (30)							
	Sheet Clean-Up and Organization		20				16	100
	Add Notes & Pipes In Profile View		8				16	40
	Erosion Control Sheets							
	Copy Plan Profile Sheets and Turn Off Unnecessary Levels						8	24
	Place Contours From Merged Tin Files of Proposed and Existing						8	32
	Evaluate Need For Clean Water Diversion Ditches						4	20
	Drainage Detail Sheets (1"=20')							
	Create Sheets						8	28
	Sheet Clean-Up and Organization						24	64
	Draw Storm Drain Inlets & Pipes In Plan/Profile View						40	88
	Add Drainage Notes In Plan/Profile View						20	28
	Hydraulic Report						40	48
	Right-of-Way Determination							
	Reduce Proposed ROW From Pre-ROW To Actual Proposed ROW		4				4	8
	Place No-Access ROW/Intersection Sight Flares (If Necessary)		4				8	12
	Property Access Evaluation		4					4
	Evaluate Driveways for Easements		8					8
	Adjust ROW For Clean Water Diversion Ditches (If Necessary)		8					8
	Miscellaneous Sheets							
	Form Grades (1)		4				16	20
	Intersection Details (6)		8				16	40
	Intersection Analysis/Design			40			40	80
	Preliminary Permanent Striping		8				40	64
	Preliminary Permanent Signing Plan		4				40	44
	Traffic Control Plan							
	Generate Conceptual TCP Sheets	2	8				40	50
	TCP Typical Sections	2	8				8	18

Phase A: Part 7 , Field Review

Phase A: Part 7 , Field Review								
	Stribling Rd from Dewees to Catlett Madison County 0 Michael Baker International 10/31/2024							
No. of Sheets	Task	Personnel Titles Assigned to Project						Man-Hour Totals
		Engineering Manager	Proj. Manager/ Senior Engineer	Design Engineer	RWD Hydraulics Engineer	Engineer EI	Sr Designer	
		Man-Hours						
Deliverables								
	Field Inspection Plans (1 multi-page PDF)		2				2	4
	CADD Files and KMZ		1				4	5
	Completed Phase A Field Review Checklist		2					2
	Hydraulic Design Calculations & Hydraulic Culvert Data Form				8			8
Field Inspection								
	Attend Field Inspection	6	6		6	6		24
	Revise Plans Per Field Inspection		12		16	16	16	60
	Provide Field Review Meeting Minutes		2					2
	Construction Cost Estimate		12			8		20
	QA/QC	20	16					36
	Utility Coordination	8	16	40			40	104
	Project Management		32					32
	Prime Direct Cost							
	Subconsultant Direct Cost							
Total Hours		38	269	80	322	282	403	1394
Hourly Rate		\$120.50	\$68.87	\$66.27	\$71.00	\$41.05	\$49.30	
Salary Cost		\$4,579.00	\$18,526.03	\$5,301.60	\$22,862.00	\$11,576.10	\$19,867.90	\$0.00
140.86% Overhead								\$116,509.01
0.00% FCCM								\$0.00
Total Labor Cost								\$199,221.64
Prime Other Direct Costs								
	Prints					200	\$1.00	\$200.00
	Mileage					150	\$0.66	\$98.25
	Meals					0	\$0.00	\$0.00
	Lodging					0	\$0.00	\$0.00
Prime Direct Costs Total								\$298.25
12.00% Fixed Fee								\$23,906.60
Phase A, Part , Grand Total								\$223,426.49

Phase A: Part 8 , Final ROW

Phase A: Part 8 , Final ROW									
		Stribling Rd from Dewees to Catlett							
		Madison County							
		0							
		Michael Baker International							
		31-Oct-2024							
No. of Sheets	Task	Personnel Titles Assigned to Project							Man-Hour Totals
		Engineering Manager	Proj. Manager/ Senior Engineer	Design Engineer	RWD Hydraulics Engineer	Engineer EI	Sr Designer		
		Man-Hours							
	Draft Final ROW Deliverables								
	Submit Draft Final ROW Plans (1 multi-page PDF)		2				2		4
	Attend Draft Final ROW Meeting (if applicable)	4	4		4	4			16
	Address Draft Final ROW Comments		8		2	6	6		22
	Generate ROW & Easement Coordinate Sheets		2			2			4
	Survey/Maps/Deeds Deliverables								
	ROW Plans & Cross Sections For Use By SMD (2 multi-page PDF files)		2				4		6
	CADD Files and KMZ		1				1		2
	Final ROW Deliverables								
	Generate Final ROW & Easement Coordinate Sheets		4						4
	Final ROW Plans & Cross Sections (2 multi-page PDF files)		2				4		6
	Final ROW CADD Files						1		1
	Completed Phase A Final ROW Checklist		4						4
	Hydraulic Design Calculations				8				8
	QA/QC	4	8						12
	Project Management		8						8
	Prime Direct Cost								
	Subconsultant Direct Cost								
	Total Hours	8	45		14	12	18		97
	Hourly Rate	\$120.50	\$68.87	\$66.27	\$71.00	\$41.05	\$49.30		
	Salary Cost	\$964.00	\$3,099.15	\$0.00	\$994.00	\$492.60	\$887.40	\$0.00	\$6,437.15
140.86%	Overhead								\$9,067.37
0.00%	FCCM								\$0.00
	Total Labor Cost								\$15,504.52
	Prime Other Direct Costs								
	Prints						100	\$1.00	\$100.00
	Mileage						50	\$0.66	\$32.75
	Meals						0	\$0.00	\$0.00
	Lodging						0	\$0.00	\$0.00
	Prime Direct Costs Total								\$132.75
12.00%	Fixed Fee								\$1,860.54
	Phase A, Part _ Grand Total								\$17,497.81

Phase B: Part 2 , Office Review Plans

Phase B: Part 2 , Office Review Plans								
	Stribling Rd from Dewees to Catlett							
	Madison County							
	0							
	Michael Baker International							
	31-Oct-2024							
No. of Sheets	Task	Personnel Titles Assigned to Project						Man-Hour Totals
		Engineering Manager	Proj. Manager/ Senior Engineer	Design Engineer	RWD Hydraulics Engineer	Engineer EI	Sr Designer	
		Man-Hours						
	Add Earthwork Quantities (phased if necessary)		8			8	8	24
	Phase Construction Details		16				12	28
	Cross-section cleanup/organization		16		8	16	16	
	Deliverables							
	2 Multi-Page PDF Files For Plans & X-Sections		4			4	4	12
	Completed Phase B Office Review Checklist	1	2					3
	Quantity Calculations (1 multi-page pdf)		2			4	4	10
	CADD Files and KMZ		1				1	2
	Office Review							
	Attend Office Review	4	4		4	4		16
	Provide Office Review Meeting Minutes		2					2
	Revise Plans Per Office Review (and MDOT QC, if applicable)		16		16	32	32	96
	Complete MDOT Office Review Report Template							
	Quantity Calculations		40	24	16	40	40	160
	Project Management		24					24
	QA/QC	12	16					28
	Construction Cost Estimate	5	4			8		
	Prime Direct Cost							
	Subconsultant Direct Cost							
	Total Hours	30	241	40	92	212	460	1075
	Hourly Rate	\$120.50	\$68.87	\$66.27	\$71.00	\$41.05	\$49.30	
	Salary Cost	\$3,615.00	\$16,597.67	\$2,650.80	\$6,532.00	\$8,702.60	\$22,678.00	\$0.00
	140.86% Overhead							\$85,609.17
	0.00% FCCM							\$0.00
	Total Labor Cost							\$146,385.24
	Prime Other Direct Costs							
	Prints					100	\$1.00	\$100.00
	Mileage					200	\$0.66	\$131.00
	Meals					0	\$0.00	\$0.00
	Lodging					0	\$0.00	\$0.00
	Prime Direct Costs Total							\$231.00
	12.00% Fixed Fee							\$17,566.23
	Phase B, Part _ Grand Total							\$164,182.47

