

**CONSULTANT ENGINEERING CONTRACT  
FOR  
SISK AVENUE EXTENSION &  
WEST OXFORD LOOP EXTENSION**

**CITY OF OXFORD  
LAFAYETTE COUNTY  
MISSISSIPPI**

**WITH  
ELLIOTT & BRITT ENGINEERING, P.A.**

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STATE OF MISSISSIPPI

COUNTY OF LAFAYETTE

THIS CONTRACT, made and entered into by and between the Board of Supervisors of Lafayette County, Mississippi, (the "COUNTY"), a political subdivision of the State of Mississippi, acting by and through the duly authorized Board of Supervisors of Lafayette County ("BOARD OF SUPERVISORS") jointly with the Board of Aldermen of the City of Oxford, Mississippi, (the "CITY"), a political subdivision of the State of Mississippi, acting by and through the duly authorized Board of Aldermen of the City of Oxford, Mississippi, ("BOARD OF ALDERMEN"), and Elliott & Britt Engineering, P.A., (the "CONSULTANT"), duly registered to do business in the State of Mississippi, whose address for mailing is P.O. Box 308, Oxford, MS 38655 effective as of the date of latest execution below.

**WITNESSETH:**

WHEREAS, the COUNTY and CITY propose to extend West Oxford Loop and construct a 2-lane partially curb and gutter section and partially open ditch section approximately 19,280 linear feet long beginning at the intersection of Anderson Road and West Oxford Loop and running north and east to a point on College Hill Road;

and

WHEREAS, the COUNTY and CITY propose to extend Sisk Avenue and construct a 2-lane partially curb and gutter section and partially open ditch section approximately 6,000 linear feet long beginning at the proposed intersection of Mississippi Highway 6 and County Road 406 and running north to a point on Sisk Avenue near the Oxford High School;

and

WHEREAS, the COUNTY and CITY propose to obtain complete design services for development of construction plans including field surveys, to obtain right-of-way acquisition maps and descriptions, and to obtain construction engineering services, all of which has been designated, hereinafter called the "PROJECT" and

WHEREAS, the COUNTY and CITY desire to engage a qualified and experienced CONSULTANT to perform Engineering Services for the design and preparation of the complete construction plans and construction engineering for said PROJECT; all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the COUNTY and CITY that it is experienced and qualified to provide those services, and the COUNTY and CITY have relied upon such representation; and,

WHEREAS, the CONSULTANT has heretofore performed satisfactory services for the COUNTY and CITY; and,

WHEREAS, the CONSULTANT herein was chosen by the COUNTY and CITY to perform these SERVICES in accordance with a Regional Economic Development Act

(REDA) agreement made and entered into on November 6th, 2014 between the COUNTY and the CITY to the end that such parties are 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 COUNTY and CITY and the CONSULTANT do hereby CONTRACT and agree as follows:

## ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services, project management services, and materials required to perform the tasks described in the Scope of Work for the proposed transportation improvements. In so doing, the CONSULTANT shall meet the requirements of the COUNTY and CITY.

## ARTICLE II. SCOPE AND PROCEDURE

The CONSULTANT shall conduct the services in accordance with this agreement including the exhibits hereto, and made a part hereof as if fully set forth herein. The timely performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this contract. The COUNTY and CITY specifically reserve the right and privilege to enlarge or reduce the scope; or to cancel, any phase of any project begun under this CONTRACT at any time.

## ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until construction is complete and all final documents have been submitted and approved, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the COUNTY and CITY reserve the right to terminate this CONTRACT or any phase or project begun thereunder, 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. If termination occurs prior to completion of construction, in addition to fees and expenses as allowed by this Contract to date to which Consultant is entitled, the COUNTY and CITY 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 COUNTY and CITY. In no event shall the COUNTY and CITY be liable for lost profits or other consequential damages.

## ARTICLE IV. TIME OF PERFORMANCE

The CONSULTANT shall be prepared to perform its responsibilities of providing the SERVICES commencing on the date of execution of the CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the COUNTY and CITY which has been incorporated herein as a part of "Exhibit 3", Fees and Expenses, and made a part hereof by reference as if fully copied herein, and which when approved by final execution of this CONTRACT and upon such approval shall control the evaluation of the CONSULTANT's progress on this PROJECT. A copy of the progress schedule shall be submitted along with an estimated percentage completed with each request for payment.

A written Notice to Proceed shall be issued under authority from the COUNTY and CITY within 30 days after final execution of this CONTRACT.

## ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the COUNTY and CITY 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 COUNTY or CITY 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 COUNTY or CITY, including but not limited to workers' compensation coverage, health insurance, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

The COUNTY and CITY for purposes of this agreement will execute all directives and orders through the President of the BOARD OF SUPERVISORS or the BOARD OF ALDERMEN, respectively provided appropriate authority has been obtained from the BOARD OF SUPERVISORS and BOARD OF ALDERMEN. All notices, communications, and correspondence with the COUNTY and CITY shall be directed to the key personnel and designated agents shown below.

## ARTICLE VI. COMPENSATION, BILLING & AUDIT

### A. Cost and Fees

The CONSULTANT shall be paid on a fee basis as set forth in Exhibit "3" to this CONTRACT.

Testing shall be performed and paid for in accordance with State Aid Standard Operating Procedures. Payment for testing shall be in addition to the Consultant's compensation described above.

### B. Billing

The Consultant may submit invoices with documentation to the CITY and COUNTY in accordance with Exhibit 3, for review and approval and payment.

The CONSULTANT further agrees that the MDOT, FHWA or any other Federal or State Agency may audit the same records at any time during the life of the CONTRACT and up to three (3) years thereafter, should the funding source for all or any part of this CONTRACT be funds of the United States of America or the State of Mississippi.

### 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 (3) years from the date of final payment under this CONTRACT for inspection by the COUNTY, and copies thereof shall be furnished upon request, at the COUNTY's expense. The

CONSULTANT agrees that the provisions of this article shall be included in any agreements it may make with any subcontractors, assignees or transferees.

#### ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment unless otherwise stated in writing at that time by Consultant shall be in full and final settlement of all claims arising against the COUNTY and CITY for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the COUNTY and CITY from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, and 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 COUNTY and CITY of final technical reports shall be borne by the CONSULTANT without additional compensation.

#### ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the COUNTY and CITY may at all reasonable times review and inspect the SERVICES under this CONTRACT and any assignments thereunder or amendments thereto. Authorized representatives of the STATE AID, MDOT or 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 State of Mississippi or the United States of America a party to this CONTRACT, nor will the MDOT or FHWA interfere with the rights of either party hereunder.

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

## ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the COUNTY and CITY and all its officers, agents and employees from any and all claims, suits, judgments, damages, attorney's fees, costs and any and all other expenses whatsoever arising out of or relating in any manner to any negligent act, actions, neglect or omission by the CONSULTANT or its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which the COUNTY and CITY 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 COUNTY and CITY or any of its officers, agents or employees.

The CONSULTANT's obligation to indemnify, defend, and pay for the defense, or at the option, to participate and associate with the COUNTY and CITY in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations shall commence upon receiving written notice from the COUNTY and CITY of a claim or cause of action. The CONSULTANT'S evaluation of liability, or its inability to evaluate liability, shall not excuse CONSULTANT'S duty to defend. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the COUNTY and CITY entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the COUNTY and CITY shall pay all costs and fees related to this obligation and its enforcement. If there is a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the COUNTY and CITY agrees to notify the CONSULTANT as soon as practicable after receipt or notice of any claim involving the CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage.

## ARTICLE X. INSURANCE

The CONSULTANT shall obtain and furnish certificates to the COUNTY and CITY 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.

In addition, the COUNTY and CITY shall be named as additional insured on all of the applicable coverages, and CONSULTANT shall secure a waiver of subrogation in favor of COUNTY and CITY on all policies.

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, the 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 the 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 the CONSULTANT during the life of this CONTRACT. Should the CONSULTANT cease to carry the errors and omissions coverage during the life of this CONTRACT listed above for any reason it shall obtain "tail" coverage in the same limits for a period of not less than three (3) years subsequent to the termination of the policy.

#### 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 or subcontractor 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 or subcontractor 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 this 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 COUNTY and CITY. For breach or violation of this provision the COUNTY and CITY may 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 COUNTY and CITY or participating in any future contracts with the COUNTY and CITY.



## ARTICLE XII. EMPLOYMENT OF COUNTY'S OR CITY'S PERSONNEL

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

## ARTICLES XIII. MODIFICATION

If, prior to the satisfactory completion of the services under this CONTRACT, the COUNTY and CITY materially alter the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement must be executed between the parties. Also, a supplemental agreement must 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 COUNTY and CITY, any individual member of the BOARD OF SUPERVISORS and BOARD OF ALDERMEN, officer, agent, or employee of the COUNTY and CITY or BOARD OF SUPERVISORS and BOARD OF ALDERMEN 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 and/or changes or change orders involving this CONTRACT, amendments or assignments must be submitted in writing and signed by the parties thereto before any work is commenced.

Minor changes in the CONTRACT which do not involve changes in the compensation, extensions of time (except extensions of deadlines as specifically set forth under Article III) or changes in the goals and objectives of this CONTRACT may be made by written notification of such change by either the COUNTY, CITY or the CONSULTANT to the other parties, 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 COUNTY and CITY. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the COUNTY and CITY. Under no circumstances will the CONSULTANT be allowed to sublet more than fifty percent (50%) 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 the CONSULTANT performs at least 50% of the overall CONTRACT with its own forces. Consent by the COUNTY and CITY to any subcontract shall not relieve the CONSULTANT from any of its obligations hereunder, and the CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The COUNTY and CITY reserve the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the COUNTY and CITY any proposed subcontract document together with subcontractor cost estimates for review and written concurrence of the COUNTY and CITY in advance of their execution.

## ARTICLE XV. OWNERSHIP OF DOCUMENTS

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 the property of the COUNTY and CITY upon termination or completion of work, or upon request of the COUNTY and CITY 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 COUNTY and CITY. The COUNTY and CITY shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than that provided for in this CONTRACT.

## ARTICLE XVI. PUBLICATION AND PUBLICITY

IT IS AGREED, that if any information concerning the work, its conduct, results or data gathered or processed should be released by the CONSULTANT without prior approval from the COUNTY and CITY, except to CONSULTANT'S attorney, the release of same shall constitute grounds for termination of this CONTRACT without indemnity to the CONSULTANT, unless such release or disclosure is required by judicial proceeding, but should any such information be released by the COUNTY and CITY, or by the CONSULTANT with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this CONTRACT.

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:

**The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of Lafayette County, the Board of Supervisors of Lafayette County, Mississippi, the employees of the County of Lafayette, the City of Oxford, the Board of Aldermen of the City of Oxford, the employees of the City of Oxford, or the State of Mississippi.**

## ARTICLE XVII. COPYRIGHTING

The CONSULTANT shall be prohibited from copyrighting the final reports or copyrighting any papers, interim reports, forms or other material which is a part of the work under this CONTRACT, without written approval from the COUNTY and CITY. Publication rights to any documents produced are reserved by the COUNTY and CITY.

## ARTICLE XVIII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in Lafayette 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. If any part of this CONTRACT is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the CONTRACT that can be given effect without the invalid or unenforceable provision and, to this end the provisions hereof are severable. In such event the parties shall amend the CONTRACT as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

It is expressly agreed that if the CONSULTANT shall be delayed or interrupted in the performance or completion of its work hereunder by any embargo, war, fire, flood, earthquake, epidemic or other calamity, act of God or of the public enemy, governmental act (including, but not limited to, any government priority, preference, requisition, allocation, interference, restraint or seizure, or the necessity of complying with any governmental order, directive, ruling or request) or by any strike or labor dispute involving the owner, or any manufacturer, supplier or carriers of the machinery, materials or supplies required hereunder, then the time of completion specified herein shall be extended for a period equivalent to the time lost as a result thereof.

#### ARTICLE XIX. 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 employees 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. The CONSULTANT shall comply and shall require its subconsultants 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. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations C.F.R. 23 Part 634 – Worker Visibility – as stated in "Exhibit 5".

F. 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 subconsultants and vendors who will participate in the performance of this CONTRACT 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 COUNTY and CITY due to such contract cancellation or loss of license

or permit. The CONSULTANT is required to provide the certification on **Exhibit 7** in the CONTRACT to the COUNTY and CITY verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT.

ARTICLE XX. KEY PERSONNEL & DESIGNATED AGENTS

The CONSULTANT agrees that Key Personnel identified as assigned to phases or projects hereunder as set forth in the assignments, shall not be changed or reassigned without prior approval of the The CONSULTANT shall be prohibited from copyrighting the final reports or copyrighting any papers, interim reports, forms or other material which is a part of the work under this CONTRACT, without written approval from the COUNTY and CITY. Publication rights to any documents produced are reserved by the COUNTY and CITY.

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 Exhibits hereto:

**LAFAYETTE COUNTY:**  
FOR CONTRACTUAL MATTERS

Jeff Busby, President

Lafayette County Board of Supervisors

P.O. Box 1247

Oxford, MS 38655

Telephone:662-236-2717

Facsimile:662-234-5402

Email:\_\_\_\_\_

**CITY OF OXFORD:**  
FOR CONTRACTUAL MATTERS

Mayor George "Pat" Patterson

City of Oxford

107 Courthouse Square

Oxford, MS 38655

Telephone:662-232-2340

Facsimile:662-232-2319

Email: [mayorpat@oxfordms.net](mailto:mayorpat@oxfordms.net)

FOR TECHNICAL  
MATTERS

Jerry Haynie

Lafayette County Road Manager

P.O. Box 1247

Oxford, MS 38655

Telephone 662-234-4155

Facsimile 662-238-7994

Email:\_\_\_\_\_

FOR TECHNICAL  
MATTERS

Bart Robinson, Public Works  
Director

City of Oxford

107 Courthouse Square

Oxford, MS 38655

Telephone 662-232-2315

Facsimile 662-232-2319

Email: [bartr@oxfordms.net](mailto:bartr@oxfordms.net)

**ELLIOTT & BRITT, CONSULTANT:  
FOR CONTRACTUAL MATTERS**

Larry Britt, PE,PS

President

P.O. Box 308

Oxford, MS 38655

Telephone:662-234-1763

Facsimile:662-234-3835

Email: [lb@elliottbritt.com](mailto:lb@elliottbritt.com)

**FOR TECHNICAL  
MATTERS**

Larry L. Britt, PE,PS/Kevin McLeod

President/Project Engineer

P.O. Box 308

Oxford, MS 38655

Telephone 662-234-1763

Facsimile 662-234-3835

Email:[lb@elliottbritt.com](mailto:lb@elliottbritt.com)

[kevin@elliottbritt.com](mailto:kevin@elliottbritt.com)

All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

**ARTICLE XXI. MERGER & WAIVER**

It is expressly agreed by the parties hereto that the CONTRACT constitutes the entire and only CONTRACT between the parties and that any and all previous agreements, understandings and covenants which may have existed between the parties hereto of any kind, nature, or description, expressed or implied, oral or written, which have not been set forth in this CONTRACT are hereby void and of no effect and shall not in any way whatsoever be taken into consideration in the interpretation of the terms hereof.

No waiver of any provision or default under this CONTRACT shall affect the right of the COUNTY thereafter to enforce said provision or to exercise any right or remedy in the event of any other default, whether or not similar.

**ARTICLE XII. AUTHORIZATION**

All parties hereto represent that they have authority to enter into this CONTRACT and certified copies of the applicable Order of the BOARD OF SUPERVISORS and BOARD OF ALDERMAN and the Resolution of the Corporation Board of Directors containing the authority is attached hereto.

WITNESS this my signature in execution hereof, effective as of the date of latest execution below.

APPROVED:

\_\_\_\_\_  
Lafayette County

Date: \_\_\_\_\_

\_\_\_\_\_  
Elliott & Britt, Consultant

Date: \_\_\_\_\_

\_\_\_\_\_  
City of Oxford

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Chancery Clerk, \_\_\_\_\_ County

Date: \_\_\_\_\_

## LIST OF EXHIBITS

1. Evidence of Authority
  - A. Board Order, Board of Supervisors
  - B. Board Order, Board of Aldermen
  - C. Resolution of Board of Directors of Consultant (if applicable)
2. Scope of Work.
  - A. Project Description
  - B. Project Cost Estimate
3. Fees and Expenses.
4. Compliance with Title VI of the Civil Rights Act of 1964, as amended and 23 C.F.R. 710.405(b).
5. Certification of Consultant.
6. Certification of Board of Supervisors of No Conflict – Do we need this?
7. Certification of Board of Supervisors and Consultant on Compliance with the Mississippi Employment Protection Act.

EXHIBIT 1

BOARD ORDER APPROVING ENGINEERING CONTRACT

Attach a copy of the BOARD OF SUPERVISORS and BOARD of ALDERMEN Board Orders approving the Engineering Contract.

*May be copy of COUNTY's or CITY's authorizing execution of the contract or copy of minutes documenting approval of the contract.*

*Need corporate Resolution from Consultant's co.*



CERTIFIED COPY OF RESOLUTION ADOPTED  
AT A SPECIAL MEETING OF THE OFFICERS OF  
ELLIOTT & BRITT ENGINEERING, P.A.

We, T. W. Elliott and Larry L. Britt, hereby certify that we are the duly elected and qualified Officers of Elliott & Britt Engineering, P.A., that the following resolution was regularly adopted in accordance with the Operating Agreement of the Corporation at a Special Meeting of the Officers/Management Committee of the Corporation duly called, held and convened on the 17<sup>th</sup> day of October, 2006, a quorum of the Officers/Management Committee being present and acting throughout the entire meeting, and that said Resolution is now in full force and effect:


RESOLVED, that Elliott & Britt Engineering, P.A. is desirous of entering into various contracts with the Mississippi Department of Transportation.

WHEREAS, the Mississippi Department of Transportation requires a Resolution of the Officers/Management Committee of Elliott & Britt Engineering, P.A., authorizing and empowering a specific individual to execute aforesaid contracts.

NOW THEREFORE, BE IT RESOLVED, that Larry L. Britt, Vice President and Secretary, or in any other official position he may hold, be and hereby is authorized and empowered to execute any proposal, contract or other instrument, and to transact any and all business on behalf of Elliott & Britt Engineering, P.A. as deemed advisable relating to Mississippi Department of Transportation contracts.

IN WITNESS WHEREOF we have hereunto subscribed by name as Officers of Elliott & Britt Engineering, P.A. and have caused the seal of the Corporation to be affixed this 17<sup>th</sup> day of Oct, 2006.

  
T. W. Elliott, President and Treasurer

  
Larry L. Britt, Vice President and Secretary

## EXHIBIT 2

### SCOPE OF WORK LAFAYETTE COUNTY, CITY OF OXFORD, MISSISSIPPI SISK AVENUE AND WEST OXFORD LOOP EXTENSION PROJECTS

#### **GENERAL DESCRIPTION**

The Engineering Services Contract is for determining rights-of-way limits ("ROW") for the construction of West Oxford Loop Extended: a 2-lane partially curb and gutter section and partially open ditch section approximately 19,280 linear feet long beginning at the intersection of Anderson Road and West Oxford Loop and running north and east to a point on College Hill Road.

The Engineering Services Contract is also for determining rights-of-way limits ("ROW") for the construction of Sisk Avenue Extended: a 2-lane partially curb and gutter section and partially open ditch section approximately 6,000 linear feet long beginning at the proposed intersection of Mississippi Highway 6 and County Road 406 and running north to a point on Sisk Avenue near the Oxford High School;

The Engineering Services Contract is also for complete design services for development of construction plans including field surveys, to obtain right-of-way acquisition maps and descriptions, and for construction engineering services.

THE CONSULTANT acknowledges that he has received a copy of the Regional Economic Development Act Agreement between the COUNTY and the CITY requiring the services of an engineer and project manager and CONSULTANT shall comply with the requirements therein to the extent applicable to CONSULTANT.

Construction of the project will be as follows: *(See Exhibit 2A)*

#### **GENERAL REQUIREMENTS OF THE DESIGN CONTRACT FOR THIS PROJECT:**

1. Design and evaluation of route locations for design consideration and utility conflicts for the Project.
2. Development of final ROW plans sufficient in detail for the COUNTY and CITY to acquire the required ROW for the Project.
3. Development of complete Preliminary and Final construction plans and bid documents including all STATE AID and/or MDOT special provisions, requirements and necessary changes.
4. Development of a final OPINION OF PROBABLE CONSTRUCTION COST.
5. Provide Construction phase engineering services.
6. Perform necessary environmental studies and furnish approved environmental document to CITY and COUNTY.

## **SERVICES TO BE PROVIDED BY THE COUNTY AND CITY**

1. Review and approve plans for the design and construction of the Project.
2. Provide information and data requested which is necessary for the Consultant's work.

## **SERVICES TO BE PROVIDED BY THE CONSULTANT**

1. Design and evaluate route locations for environmental and design consideration.
2. Review the chosen route location for utility conflicts.
3. Complete field surveys. (See Appendix C)
4. Hydraulic analysis at all drainage structures.
5. Drafting of regulatory permit (404) applications and drawings for application if required at any regulated site.
6. Development of preliminary ROW plans and final ROW plans, sufficient in detail for the COUNTY and CITY to acquire the required ROW for the Project.
7. Development of preliminary construction plans with final ROW limits.
8. Development of complete construction plans and bid documents and special provisions including electronic transfer of files.
9. Provide complete construction engineering services including project management.
10. Arrange for the relocation or adjustment of all utilities in conflict with the construction of the project.

## **SCOPE OF WORK PHASES**

The Scope of Work shall be divided into two phases:

### **Phase A: DESIGN ENGINEERING**

- Part 1 Pre-Design Conference
- Part 2 Evaluation of Route Locations
- Part 3 Field surveys (Design & ROW)
- Part 4 Utility Location Surveys
- Part 5 Conceptual Plan Review
- Part 6 Plans-In-Hand Field Inspection
- Part 7 Preliminary Plans with ROW
- Part 8 Submittal of all required regulatory permits
- Part 9 Office Review Plans
- Part 10 Final Contract Plans and Documents

Phase B: CONSTRUCTION ENGINEERING

- Part 1 Construction Administration
- Part 2 Construction Staking
- Part 3 Construction Inspection and Observation
- Part 4 Materials Testing
- Part 5 Documentation
- Part 6 Preparation of Right of Way Plans and Plats

Specific work required for each phase is defined below.

References in the Document to STATE AID shall mean the Office of State Aid Road Construction, FHWA shall mean the Mississippi Division Federal Highway Administration, and MDOT shall mean the Mississippi Department of Transportation.

SPECIFIC WORK REQUIREMENTS FOR PHASE A: DESIGN ENGINEERING

After the Notice to Proceed has been issued, the CONSULTANT shall begin preparation of preliminary plans. The following specific requirements are for this phase:

Part 1 PRE-DESIGN CONFERENCE

The purpose of the conference is to discuss COUNTY and CITY procedures, the alignment, contract administration, the design criteria, the method of field survey and other matters as the parties deem necessary. After pre-design conference the COUNTY and CITY shall authorize the CONSULTANT to proceed with the Route Location Evaluation.

Part 2 ROUTE LOCATION EVALUATION & PUBLIC HEARING

- a. The CONSULTANT shall evaluate the alternate route locations for environmental and design considerations using existing aerial photographs, U.S.G.S. Maps, existing roadway plans and other data that may be provided by others.
- b. The CONSULTANT shall assist the COUNTY and CITY in any public hearings (if required).

Part 3 FIELD SURVEYS (DESIGN & ROW)

The CONSULTANT will survey the Project utilizing good engineering practices as required to prepare preliminary and final contract plans in accordance with the requirements of the COUNTY and CITY and to prepare ROW plans sufficient in detail to show property ownership. The work shall include, but not be limited to, the requirements outlined in Appendix "C".

Part 4 UTILITY LOCATION SURVEYS

The CONSULTANT shall locate all conflicting utilities; coordinate their relocation with the appropriate utility companies, and prepare all needed Utility Adjustment Agreements.

Part 5 CONCEPTUAL PLAN REVIEW

The CONSULTANT shall prepare conceptual plans for the PROJECT to include where applicable layouts (plan & elevation), typical sections, finish grade profiles, design data, drainage data, etc. One (1) set of the conceptual plans will be submitted to the COUNTY and CITY for approval. Studies (including opinions of probable cost) of other concepts, and conceptual changes required during this review are considered to be covered by this Scope of Work. A minimum of three (3) weeks for review and approval by the COUNTY and CITY shall be allowed.

Part 6 PRELIMINARY DESIGN PLANS-IN-HAND INSPECTION

The CONSULTANT shall prepare preliminary design plans in accordance with STATE AID'S format. The design standards, the format of the plans, and any hydraulic design shall conform to the STATE AID requirements and the MDOT Design Manual. The preliminary design plans shall contain, as a minimum, title sheet, typical sections, plan and profile sheets showing all geometrics, profile grades, construction limits, proposed right-of-way, size and location of all drainage structures, construction signing, and all appurtenances to preliminary design, as well as any traffic control that will be required during construction. Any other incidental drawings needed to show pertinent topographical features or special treatments shall be included within these preliminary design plans. The CONSULTANT shall submit one (1) set of prints of plans for review by the COUNTY and CITY, prior to requesting the plans-in-hand field inspection. The COUNTY and CITY shall mark on these plans all revisions or changes required and return same to the CONSULTANT. CONSULTANT will allow a minimum of three (3) weeks for review by the COUNTY and CITY. After completing any revisions, the CONSULTANT shall submit to the COUNTY and CITY one (1) set of the prints of the preliminary design plans for a plans-in-hand field (PS&E) inspection with representatives of the COUNTY, the CITY, and the CONSULTANT at a date mutually agreed upon by all parties. Consultant will allow a minimum of three (3) weeks from the submittal date of the prints for scheduling and completing the field inspection.

a. Scale of Drawings:

Plans shall be prepared at the following scales:

- |     |  |         |
|-----|--|---------|
| (1) | Plan sheets with geometrics              | 1"=100' |
| (2) | Form grades at channelized intersections | 1"=20'  |
| (3) | Intersection detail sheets               | 1"=20'  |
| (4) | Other sheets at appropriate scale.       |         |

b. Size of Drawings:

All drawings shall measure 24 x 36 inches with trim lines ½ inch from top and bottom edges. Each sheet shall have a left hand margin of 1 ½ inches; a right hand margin of ½ inch; a margin of ½ inch between the top border of the drawing and trim line; and a ½ inch margin between the bottom border of drawing and trim line.

c. Size of Lettering:

STATE AID's policy requires the contract plans to be a 50% reduction (1/2 Scale) of the original plans. Therefore, the CONSULTANT shall provide a minimum letter size of 1/8 inch in order to be legible when reduced to 50% of the original size. All plans submitted by the CONSULTANT shall conform to roadway standards adopted by the STATE AID.

Part 7

PRELIMINARY PLANS WITH RIGHT-OF-WAY

Subsequent to the PS&E inspection, the CONSULTANT shall make all changes agreed upon during the inspection. After completion of all revisions and changes requested by the COUNTY and CITY, the CONSULTANT shall furnish one (1) set of prints for review by the COUNTY and the CITY. COUNTY and CITY shall mark on the prints all revisions or changes required and return same to the CONSULTANT (Allow minimum of three (3) weeks for review). Any changes or revisions required as a result of the above reviews shall be considered as part of the covered work.

Part 8

SUBMITTAL OF ALL REQUIRED REGULATORY PERMITS

The CONSULTANT shall determine what regulatory permits are required, if any, and submit complete and proper applications to the regulatory agency(s) for the proposed work.

Part 9

OFFICE REVIEW PLANS

Subsequent to the PSE inspection, the CONSULTANT shall make all changes agreed upon during the inspection. This phase shall consist of all services required for production of final contract plans. After completion of all revisions and changes requested by CITY and COUNTY, the CONSULTANT shall furnish one (1) blue line sets of plans for review by the CITY and COUNTY. The CONSULTANT shall return the original

PSE Plans with the office submittal. A review of The OFFICE REVIEW PLANS will be required and the CONSULTANT may be requested to attend. The CITY and COUNTY shall mark on the OFFICE REVIEW PLANS with all required revisions and return to the CONSULTANT (Allow minimum of three weeks for review). After all revisions have been made, the CONSULTANT shall submit the Final Contract Plans including all survey notes, design, special provisions, opinions of probable cost, and quantity computations and all notes or other data used in development of the plans.

Part 10

#### FINAL CONSTRUCTION PLANS (PS & E ASSEMBLY)

The final construction plans shall include all items required in the preliminary design plans and all other information such as, but not limited to, detailed index, general notes, summary of quantities, estimated quantities, OFFICE REVIEW PLANS, plan-profile sheets, special design sheets, bridge detail sheets, erosion control sheets, traffic control plan and a detailed construction estimate. STATE AID's sample plans should be used as the guide for assembling the final plans.

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 CONSULTANT shall prepare all special provisions pertinent to the intent of the plans.

The CONSULTANT shall submit three (3) sets of ½ size blue line prints with standards included and two (2) sets of ½ scale blue line prints without standards along with four (4) sets of contract documents for the CITY and COUNTY to review. The marked OFFICE REVIEW PLANS must be returned with the PS&E Assembly.

The CONSULTANT shall prepare the legal notice for advertising for bids and submit for publication. The CONSULTANT shall solicit bids and issue plans and proposals to prospective bidders during advertising period and shall attend the letting and assist in tabulation and evaluation of bids. Further processing requirements for contract documents shall be in accordance with Appendix C.

#### SPECIFIC WORK REQUIREMENTS OF PHASE B: CONSTRUCTION ENGINEERING

The CONSULTANT will administer the construction contract in accordance with the plans, specifications, standards, and administrative, construction and testing SOP's.

The CONSULTANT will handle all construction administration and serve as the project manager, which duties shall include but not be limited to furnishing survey crews, inspectors, materials testing laboratory equipment and staff, Project Engineer, office clerical staff, vehicles and all equipment and supplies, as required to provide the service outlined herein.

CONSTRUCTION ADMINISTRATION

The CONSULTANT will handle all contacts with property owners, utility companies and other individuals, regarding project questions and problems.

The CONSULTANT shall be the only authorized contact with the contractor during construction. The CITY and COUNTY shall send all information and requests for the Contractor to the CONSULTANT for relay to the Contractor.

The CONSULTANT will be responsible for arranging a preconstruction conference, notifying all the parties involved, requiring all the proper documents and leading the preconstruction conference after award of contact.

The CONSULTANT and the Contractor performing project construction for the same construction project cannot have the same parent company or any corporate association.



The CONSULTANT shall have the necessary personnel available to work whatever schedule the contractor works.

The following positions are defined as "key personnel". The CONSULTANT may identify additional positions as "key" as well:

Project Engineer  
Survey Party Chief  
Project Inspector

The Project Engineer listed above shall be registered in the State of Mississippi in Civil Engineering or an approved related field.

The Project Engineer shall be available to begin work within one week of the execution of the construction contract.

The Survey Party Chief shall be experienced in the layout of major civil engineering projects, including structures, and shall supervise all staking. The Survey Party Chief shall also be experienced in the methods of measurement, recording and calculations necessary to determine final pay quantities. All survey work shall be performed under the general direction of the Project Engineer.

The traffic control specialist assigned to this project shall be thoroughly familiar with the MUTCD and the State Aid Traffic Control Plan. The traffic control specialist shall be assigned to inspect the work of the CONTRACTOR involving the maintenance and protection of traffic requirements of the CONTRACT and shall be subject to be on call 24 hours per day, seven (7) days a week. Nighttime and weekend inspection shall be made and documented by the traffic control specialist in accordance with STATE AID requirements.

The CONSULTANT'S Project Engineer shall be assigned to the project full time. Construction inspection shall be provided to ensure that all work is performed in accordance with the plans and specifications, including the incorporation of tested materials in the construction.

The CONSULTANT will maintain separate and distinct records and files for the Project. The CONSULTANT will maintain all necessary inspection diaries, log books, survey staking records, material tests reports, and all needed documentation to justify all pay requests; all according to State Aid Standards. State Aid Standards include, but are not limited to 2004 Standard Specifications for State Aid Road and Bridge Construction, Testing and Administrative SOPS and other documents that are referred to in the CONTRACT.

The CONSULTANT shall provide sufficient trained personnel to adequately and competently perform the requirements of this CONTRACT.

Part 2 CONSTRUCTION STAKING

The CONSULTANT shall insure the setting of all stakes, including centerline stakes, rights-of-way stakes, slope stakes, grade stakes (blue tops), stakes for structures (location and grade), channel changes, material pit boundaries, and any other stakes necessary to control the work.

Part 3 CONSTRUCTION INSPECTION

The CONSULTANT is responsible for inspecting the work of the CONTRACTOR to ensure compliance with the project specifications on all contract items.

Requests for inspection of prefabricated items or review and approval of shop drawings will be submitted to the CONSULTANT.

Part 4 MATERIALS TESTING

The CONSULTANT is responsible for all field sampling and job control acceptance testing. Material testing may be accomplished by using CONSULTANT'S own forces and equipment or by subcontracting the work to an outside laboratory. Job control sampling and testing and payment, therefore shall follow STATE AID SOP.

At the end of the project construction, the CONSULTANT shall submit the following signed certification:

This is to certify that:

The results of the tests on acceptance samples indicate that the materials incorporated in the construction work and the construction operations controlled by sampling and testing were in reasonably close conformity with the approved plans and specifications and such results compare favorably with the results of the independent assurance sampling and testing.

Part 5 DOCUMENTATION

The CONSULTANT will prepare monthly pay estimates for the Contractor and submit to the CITY and COUNTY for further processing. These estimates will be prepared in accordance with the instructions contained in the CONTRACT.

The CONSULTANT shall compile and submit all reports, monthly and final estimates, records and as-built plans showing all changes from project plans and other pertinent data that may be required for proper completion of records of the Project.

The CONSULTANT will initiate all contractor change orders, supplemental agreements and force account work requests, including written justification and cost analysis for same. These are to be delivered to the CITY and COUNTY.

Timely submittal of documentation (i.e. mix design submittal, claims, etc.), correspondence, conduct meetings and transmittal of response to the Contractor required to meet any time constraints of the project will be the responsibility of the CONSULTANT.

At the end of the project construction, the Project Engineer shall submit a signed certification that all work was done in substantial conformance with the plans and specifications and that all payments were made for work performed at bid prices agreed to in the construction contract. In addition, a set of final plans of completed work shall be submitted to the CITY and COUNTY showing in green ink any changes made during construction. The final plans shall be signed by the Project Engineer.

The CONSULTANT will submit the final estimate, and other required documents to the CITY and COUNTY within forty-five (45) days after the Contract Acceptance has been assigned by the CITY AND COUNTY.

## APPENDIX C

### SPECIFIC WORK REQUIRED FOR PART 3 - FIELD SURVEYS

#### Item 1. Centerline Survey and Vertical Control

- a. Contact the Land Owners and obtain permission prior to entering upon the property for survey purposes.
- b. Stake centerline with treated stakes at 100 foot intervals in preparation for centerline inspection.
- c. Reference centerline: All P.C.'s, P.I.'s, P.T.'s and tangents longer than 1,000 feet.
- d. Perform complete topographic survey along proposed centerline.
- e. Establish vertical control utilizing approved bench marks.
- f. Establish benches along centerline on 800-1000 foot intervals, outside limits of construction.

#### Item 2. Utilities, Drainage Surveys and Apparent Property Lines

- a. Locate utilities (above and below ground), horizontal and vertical, and determine ownership.
- b. Locate Drainage Channels: (1) Traverse minor channels 200 feet either way from centerline or as necessary to accommodate channel change with cross sections at 200 foot intervals normal to channel; (2) Traverse major channels 500 feet either way from centerline with cross sections at 200 foot intervals normal to channel.
- c. Establish pluses on apparent property lines, locate with angular ties, and determine apparent ownership from tax rolls.

#### Item 3. Cross Sections and Profiles

- a. Cross sections are to be taken at 100 foot intervals and other abrupt breaks in the centerline ground elevation. For a distance adequate to accommodate construction limits.

In those limits established during the hub line field review, the sections are to be taken for a distance that will be adequate to accommodate the construction limits.

- b. Prepare Plan and Profile Sheets of the above.

Item 4. Local Roads Surveys (1,000 feet min. Lt. & Rt. of Mainline CL)

- a. Provide complete topographic survey and cross sections.
- b. Establish plus and angle on apparent property lines and determine apparent ownership.

Item 5. Notes and Drawings

- a. Prepare plan and profile sheets on proposed centerline and local roads with all topography shown.
- b. List all utilities, apparent owners and addresses on plan sheet No. 3.
- c. Equate to existing projects at specified locations; show ties to section corner or sectional subdivision corners as necessary to verify property ownership.

The above items will include the following requirements of STATE AID:

1. Transit Notes - Bearings shall be obtained from solar observation and shall be recorded on all tangents.
2. Topographic Notes - All topography is to be plotted on plan and profile sheets in ink.
3. Level Notes –
  - a. Cross sections are to be taken at 100 foot intervals and other abrupt breaks in the centerline ground elevation. The sections shall be taken for a distance shown above. In those limits established during the hub line field review, the sections are to taken for a distance that will be adequate to accommodate the construction limits.
  - b. Bench mark ties shall be to 0.05 feet and adjusted to zero closure and shall be referenced in accordance with the Design Manual of the MDOT. Bench marks shall be established for 800-1000 foot intervals.
4. Drainage –
  - a. The plus of all drainage areas is to be indicated. Flow line elevations are to be taken at existing structures with other survey information as specified in the MDOT Roadway Design Manual.
  - b. Channel traverses shall be for a minimum distance of 200 feet up and down the channel or until it is apparent that a proper tie can be made if a channel change is necessary.
  - c. Wetlands - If, a 404 Permit is required for U.S. Corps of Engineers, wetlands shall be shown on plan-profile sheets. The elevation of O.H.W. shall be indicated at all stream crossings or water bodies.

**5. Right-of-Way Documents –**

- a. A right-of-way property map at an appropriate scale shall be prepared based on property lines and corners encountered during the survey, as well as ownership for the entire project, which is to include any local road connections. The apparent property lines and apparent ownership shall be shown on the plans and profile sheets with the angle and plus based on field information.
  - b. Section lines and corner ties, either the  $\frac{1}{4}$  or  $\frac{1}{2}$  section line or corner, shall be referenced at the B.O.P. and E.O.P. with intermediate control established.
  - c. CONSULTANT shall be responsible for contacting property owners for permission to make the survey prior to entering property.
6. Utilities - All utilities within and adjacent to the project limits are to be listed on the index and general note sheet with their locations shown on the plan and profile sheets. For high-pressure gas transmission lines a traverse and profile of the pipe shown for a distance of 200 feet from the centerline. Overhead transmission lines shall be indicated and their height referenced.
7. Local Roads - A complete survey of any local roads including traverse and cross sections as necessary.
1. Existing Highway - A control tie to existing U.S. Highway 72, if necessary, shall be made. Necessary permits shall be secured from the Mississippi Department of Transportation.
8. Reference Point Control - Each reference point for assembly, P.T.'s, P.C.'s and P.I.'s shall include a point 200 feet from the centerline of the survey and an additional point 50 feet (more or less) farther and shall be designated by a 2 inch x 2 inch treated hardwood hub with a 1 inch x 4 foot flagged guard stake indicating its location. All stakes and hubs shall be treated and shall be placed on the tangent sections when the distance is farther than 1000 feet between reference points.

## EXHIBIT 2A

### PROJECT DESCRIPTION

#### WEST OXFORD LOOP EXTENSION

This project proposes to extend West Oxford Loop and construct a 2-lane partially curb and gutter section and partially open ditch section approximately 19,280 linear feet long beginning at the intersection of Anderson Road and West Oxford Loop and running north and east to a point on College Hill Road;

#### SISK AVENUE EXTENSION

This project proposes to extend Sisk Avenue and construct a 2-lane partially curb and gutter section and partially open ditch section approximately 6,000 linear feet long beginning at the proposed intersection of Mississippi Highway 6 and County Road 406 and running north to a point on Sisk Avenue near the Oxford High School;

EXHIBIT 2B

PROJECT COST ESTIMATE



**Sisk Avenue Extended**

Preliminary Opinion of Probable Cost

January 13, 2015

<b>Typical Section A - City Limits - 2,000 LF Roadway</b>				
<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Item Cost</b>
Clearing and Grubbing	3.7	Acre	\$5,000	\$18,500
Earthwork	0.4	Mile	\$400,000	\$160,000
Drainage Structures	14	Each	\$2,500	\$35,000
Storm Drain Piping (Crossdrains)	300	LF	\$70	\$21,000
Storm Drain Piping (Longitudinal)	2,250	LF	\$40	\$90,000
Crushed Stone Base	2,950	CY	\$60	\$177,000
Curb and Gutter	4,200	LF	\$15	\$63,000
Hot Mix Asphalt	2,400	Ton	\$100	\$240,000
Concrete Sidewalk	2,250	SY	\$40	\$90,000
Striping/Signs	0.4	Mile	\$15,000	\$6,000
Seeding	1.9	Acre	\$5,000	\$9,500
Erosion Control	0.4	Mile	\$40,000	\$16,000
Riprap	200	Ton	\$45	\$9,000
<b>Subtotal City Limits Section</b>				<b>\$935,000</b>

<b>Typical Section B - County Limits - 5,800 LF Roadway</b>				
<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Item Cost</b>
Clearing and Grubbing	3.7	Acre	\$5,000	\$18,500
Earthwork	1.1	Mile	\$400,000	\$440,000
Box Culvert	1	LS	\$130,000	\$130,000
Storm Drain Piping (Crossdrains)	504	LF	\$70	\$35,280
Storm Drain Piping (End Sections)	14	Each	\$1,750	\$24,500
Soil Cement Mixing and Stress Relief Layer	20,650	SY	\$10	\$201,338
Soil Cement Class 9 Group D Stone	15,000	CY	\$9	\$135,000
Crushed Stone Base	500	CY	\$60	\$30,000
Hot Mix Asphalt	2,450	Ton	\$100	\$245,000
Striping/Signs	1.1	Mile	\$15,000	\$16,500
Seeding	6.5	Acre	\$5,000	\$32,500
Erosion Control	1.1	Mile	\$40,000	\$44,000
Riprap	800	Ton	\$45	\$36,000
<b>Subtotal County Limits Section</b>				<b>\$1,388,618</b>

<b>I. Direct Construction Cost</b>	<b>\$2,323,618</b>
<b>II. Indirect Construction Cost</b>	
A. Engineering	
Design (10%)	\$232,362 *
Construction (3%)	\$69,709 *
Inspection and Testing (2%)	\$46,472 *
B. Environmental and Permits (DEQ & ACOE)	\$10,000 *
C. Right-of-Way Acquisition for Roads (20 Acres @ \$10,000/Acre)	\$200,000
Surveying, Maps, and Descriptions	\$10,000 *
Appraisals	\$2,000
Legal	\$5,000
D. Contingencies (10%)	\$232,362
E. Wetland Mitigation and Credit Program	\$0

**Total Project Cost** **\$3,131,522**

Note: Amounts denoted with "\*" make up the Engineering Fees in Exhibit 3.

EXHIBIT 2B

**West Oxford Loop Extended**

Preliminary Opinion of Probable Cost

January 13, 2015

<b>Typical Section A - City Limits - 2,100 LF Roadway</b>				
<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Item Cost</b>
Clearing and Grubbing	3.9	Acre	\$5,000	\$19,500
Earthwork	0.4	Mile	\$500,000	\$200,000
Drainage Structures	17	Each	\$2,500	\$42,500
Storm Drain Piping	2,850	LF	\$100	\$285,000
Crushed Stone Base	4,200	CY	\$60	\$252,000
Curb and Gutter	4,200	LF	\$15	\$63,000
Hot Mix Asphalt	2,900	Ton	\$100	\$290,000
Concrete Sidewalk	2,350	SY	\$40	\$94,000
Striping/Signs	0.4	Mile	\$15,000	\$6,000
Seeding	1.7	Acre	\$5,000	\$8,500
Erosion Control	0.4	Mile	\$40,000	\$16,000
Bridge A (120 LF Prestressed Spans)	1	LS	\$250,000	\$250,000
<b>Subtotal City Limits Section</b>				<b>\$1,526,500</b>

<b>Typical Section B - County Limits - 17,170 LF Roadway</b>				
<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Item Cost</b>
Clearing and Grubbing	31.5	Acre	\$5,000	\$157,500
Earthwork	3.3	Mile	\$500,000	\$1,650,000
Storm Drain Piping	2,000	LF	\$100	\$200,000
Crushed Stone Base	23,000	CY	\$60	\$1,380,000
Hot Mix Asphalt	17,900	Ton	\$100	\$1,790,000
Striping/Signs	3.3	Mile	\$15,000	\$49,500
Seeding	20.5	Acre	\$5,000	\$102,500
Erosion Control	3.3	Mile	\$40,000	\$132,000
Riprap	800	Ton	\$45	\$36,000
Bridge B (350 LF Prestressed Spans)	1	LS	\$750,000	\$750,000
Traffic Signal at Hwy. 314	1	LS	\$120,000	\$120,000
<b>Subtotal County Limits Section</b>				<b>\$6,367,500</b>

**I. Direct Construction Cost** **\$7,894,000**

**II. Indirect Construction Cost**

A. Engineering

Design (10%) \$789,400 \*

Construction (3%) \$236,820 \*

Inspection and Testing (2%) \$157,880 \*

B. Environmental and Permits (DEQ & ACOE) \$80,000 \*

C. Right-of-Way Acquisition for Roads (35 Acres @ \$10,000/Acre) \$350,000

Surveying, Maps, and Descriptions \$15,000 \*

Appraisals \$4,000

Legal \$20,000

D. Contingencies (10%) \$789,400

E. Wetland Mitigation and Credit Program \$120,000

**Total Project Cost** **\$10,456,500**

Note: Amounts denoted with "\*" make up the Engineering Fees in Exhibit 3.

## EXHIBIT 3

### FEES and EXPENSES

The CITY and COUNTY will pay the CONSULTANT for engineering charges in accordance with the compensation set forth in Article VI, and will be billed on an hourly rate basis not to exceed the amounts broken down in Exhibit 2B. (See attached Exhibit 2B for breakdown of cost)

#### PHASE A: Design Engineering

The CONSULTANT shall be entitled to compensation and submit invoices as follows.

- 15% when preliminary plans are submitted
- 15% when office review plans are submitted
- 10% after project is let to contract and the award is concurred in by CITY and COUNTY

The total reimbursement for Design Engineering shall not exceed forty (40) percent of the total fee for engineering services based on the construction contract amount.

#### PHASE B: Construction Engineering

The CONSULTANT shall be entitled to submit monthly invoices for construction engineering services based on the amount of work completed by the contractor during the period. Five (5) percent of the construction engineering fee will be retained until the project has been accepted and the final estimate approved.

#### Example:

The contractor has completed twenty-five (25%) of the work and the engineering fee is twelve (12%) of the construction cost. The amount due is  $(0.25 \times 0.60 \times 0.12 \times \text{the contract price})$  less any previous payment. Five percent (5%) of the amount due will be withheld as noted above.

## PROJECT SCHEDULE

### West Oxford Loop Extended

REDA Agreement was signed on 11-06-2014:

Description	Proposed Date
Design	November 2014 – October 2015
Property Acquisition	April 2015 – October 2015
Bond Issue	June 2015 – July 2015
*Advertise/Accept/Award Bids	October 2015 – November 2015
Construction	November 2015 – December 2017

### Sisk to Highway 6

REDA Agreement was signed on 11-06-2014:

Description	Proposed Date
Design	November 2014 – May 2015
Property Acquisition	February 2015 – May 2015
Bond Issue	June 2015 – July 2015
*Advertise/Accept/Award Bids	May 2015 – June 2015
Construction	July 2015 – July 2016

\*Property acquisition and wetland mitigation are the biggest unknowns that can greatly affect the proposed schedule.

## EXHIBIT 4

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 ACT  
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 Office of State Aid Road Construction, and the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the U. S. 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 this CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate 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 subconsultant 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-Kickback" Act (18 U.S.C. § 874), as supplemented by Department of Labor regulations (29 C.F.R. part 3). This Act provides that each consultant or subconsultant 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 one is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to STATE AID.

5. **Davis Bacon Act:** When required by federal program legislation, all construction contracts awarded to contractors and subcontracts 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 C.F.R. 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 not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each

solicitation and the award of a contract shall be conditioned upon acceptance of the wage determination. The recipient shall report all suspected or reported violations to STATE AID.

6. **Contract Work Hours and Safety Standards Act:** Where applicable, all contracts awarded by contractors and subcontractors in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts 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 C.F.R. 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 forty (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 ½ times the basic rate of pay for all hours worked in excess of forty (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 standard, 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 Environment Protection Agency regulations (40 C.F.R. 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. **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 C.F.R., Part 634.

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

EXHIBIT 5

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) 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 contract 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 contract 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 CONTRACT 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:
  - a. 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.
  - b. 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.

- (3) The undersigned further certifies that he/she is the duly authorized representative of the CONSULTANT and that neither he/she, 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 CONTRACT,
  - (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 CONTRACT, or
  - (c) paid, or agreed to pay, to any firm, organization or person (other than a bone 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 CONTRACT; except as herein expressly stated (if any).

The undersigned acknowledges that this certificate may be furnished to the Department of Transportation and the Federal Highway Administration, United States Department of Transportation, in connection with any CONTRACT involving participation of Federal Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

The certification contained in (1), (2), and (3) 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.

So CERTIFIED on this the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
CONSULTANT

So Sworn before me this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_



**EXHIBIT 6**

**CERTIFICATION OF BOARD OF SUPERVISORS OF NO CONFLICT**

EXHIBIT 7

**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 LPA, 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 LPA 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 LPA 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 LPA, if requested, for the benefit of the LPA or this CONTRACT.

\_\_\_\_\_  
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: \_\_\_\_\_ Date  
Authorized Officer or Agent

\_\_\_\_\_  
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.