ORDER: AWARD BID FOR ERBR-LSBP-36(34) PROJECT TO N.L. CARSON CONSTRUCTION CO. FOR \$792,840.45 AND USE UP TO \$300,000.00 OF LSBP FUNDS

Motion was made by Chad McLarty, duly seconded by Larry Gillespie, to award bid for ERBR-LSBP-36(34) project to N.L. Carson Construction Co. for \$792,840.45 and use up to \$300,000.00 of LSBP funds. The bids were as follows:

STE-BIL Grading Inc.-\$811,993.20 Phillips Contracting Co.-\$879,539.40 Glasgow Construction Co.-\$919,006.29 Century Construction-\$1,012,661.70 Talbot Brothers-\$1,151,511.36.

The vote on the motion was as follows:

Supervisor Brent Larson, absent Supervisor Larry Gillespie, voted yes Supervisor David Rikard, voted yes Supervisor Chad McLarty, voted yes Supervisor Mike Roberts, voted yes

After the vote, President Roberts, declared the motion carried, this the 1st day of February, 2021.

Mike Roberts, President Board of Supervisors Sherry Wall, Chancery Clerk

BIDS RECEIVED:

| | | 1 | ENGINEERING ESTIMATE | | | N.L. Carson Cons | truction Co., Inc. | STE-BIL Grading, Inc. | | |
|---------------|--|-----------|----------------------|-------------|----|------------------|--|-----------------------|--|--------------|
| | | | | | | | Carthage, MS 3905 MS Certification: | | Waterford, MS 386 MS Certification: | |
| BID | | APPROX | _ | | | _ | ma Certification. | 03402-1/10 | nio oci inicazoni | |
| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | Ą | MOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| | BASE BID ITEMS | | | | | | | | | |
| S-200-A | MOBILIZATION | 1 | LS | \$75,000.00 | \$ | 75,000.00 | 72,000,00 | \$ 72,000.00 | 69,000.00 | \$ 69,000.00 |
| S-201-A | CLEARING AND GRUBBING | 1 | LS | \$10,000.00 | \$ | 10,000.00 | 36,920.00 | \$ 36,920.00 | 28,000.00 | \$ 28,000.00 |
| S-202-B | REMOVAL OF BRIDGE (STA. 12+19) | 1.000 | บท | \$15,000,00 | \$ | 15,000.00 | 9,000,00 | \$ 9,000.00 | 38,500.00 | \$ 38,500.00 |
| S-202-E | REMOVAL OF PIPE (ALL SIZES) | 143.000 | LF | \$50.00 | \$ | 7,150.00 | 7.00 | \$ 1,001.00 | 15.00 | \$ 2,145.00 |
| 901-S-202-F | REMOVE AND RELAY RIPRAP | 100.000 | SY | \$50,00 | \$ | 5,000.00 | 15.00 | \$ 1,500.00 | 25.00 | \$ 2,500.00 |
| S-203-A | UNCLASSIFIED EXCAVATION (FM) | 400.000 | CY | \$10.00 | \$ | 4,000.00 | 5.00 | \$ 2,000,00 | 5,00 | \$ 2,000.00 |
| S-203-H | EXCESS EXCAVATION (FM) | 351.000 | CY | \$7.00 | \$ | 2,457.00 | 8,00 | \$ 2,808.00 | 5.00 | \$ 1,766.00 |
| S-304-B | GRANULAR MATERIAL, (CLASS 4, GROUP "C") | 1,173.640 | TON | \$25,00 | \$ | 29,341.00 | 31,11 | \$ 36,511.94 | 25.00 | \$ 29,341.00 |
| S-603-C-A | 18" REINFORCED CONCRETE PIPE, CLASS III | 152.000 | LF. | \$40.00 | \$ | 6,080.00 | 43.20 | \$ 6,566.40 | 50,00 | \$ 7,600.00 |
| S-603-C-A | 24" REINFORCED CONCRETE PIPE, CLASS III | 72.00 | LF | \$50.00 | \$ | 3,600.00 | 54.00 | \$ 3,888.00 | 85.00 | \$ 4,680.00 |
| S-617-A | RIGHT-OF-WAY MARKERS (TYPE I) | 20.000 | EA | \$200.00 | \$ | 4,000.00 | 185.00 | \$ 3,700.00 | 175.00 | \$ 3,500.00 |
| S-618-A | MAINTENANCE OF TRAFFIC | 1 | LS | \$4,000.00 | \$ | 4,000,00 | 2,700.00 | \$ 2,700.00 | 8,650.00 | \$ 8,650.00 |
| S-618-B | ADDITIONAL CONSTRUCTION SIGNS | 0.000 | SF | \$10,00 | \$ | 0.00 | 10.00 | s 0.00 | 10.00 | \$ 0.00 |
| S-630-C | REFLECTORIZED TRAFFIC OBJECT MARKER ((ENCAPSULATED LENS)(TYPE 3) | 4,000 | EA | \$75.00 | \$ | 300.00 | 150.00 | \$ 600,00 | 200.00 | \$ 800.00 |
| Subtotal Road | <u> </u> | | | \$ | _ | 165,928.00 | s | 179,195.34 | \$ | 198,471.00 |
| | Erosion Control Items | | | | | | | | | |
| S-212-B | -212-B COMMERCIAL FERTILIZER (13:13:13) 0,950 TON | | TON | \$ 2,000.00 | \$ | 1,900.00 | 2,200.00 | \$ 2,090.00 | 2,500.00 | \$ 2,376.00 |
| S-212-F | AMMONIUM NITRATE | 0.010 | TON | \$ 3,500.00 | \$ | 35.00 | 4,500.00 | \$ 45.00 | 2,500.00 | \$ 25.00 |
| S-214-A | SEEDING | 0.950 | ACRE | \$ 2,700.00 | \$ | 2,565.00 | \$ 2,700.00 | \$ 2,565.00 | 2,500.00 | \$ 2,375.00 |
| S-215-A | VEGETATIVE MATERIALS FOR MULCH | 2.850 | TON | \$ 800.00 | \$ | 2,280.00 | 1,000.00 | \$ 2,850.00 | \$ 500,00 | \$ 1,425.00 |

| | | | | | | | N.L. Carson Cons | struction Co., Inc. | STE-BIL Grading, Inc. | | | |
|-----------------|---|------------|-----|-------------|----|------------|-------------------|---------------------|-----------------------|---------------|--|--|
| | | | | | | | Carthage, MS 390 | | Waterford, MS 38 | | | |
| | T | Γ | | - | | | MS Certification: | 03462-MC | MS Certification: | 22458-MC | | |
| S-227-A | EXCELSIOR BLANKET | 500.000 | SY | \$ 4.00 | \$ | 2,000.00 | 5.30 | \$ 2,650.00 | \$ 5.00 | \$ 2,500.00 | | |
| S-233-A | TEMPORARY SILT FENCE (TYPE I) (AOS 0.15 mm - 0.84 mm) | 500.000 | LF | \$ 5.00 | \$ | 2,500.00 | 8.00 | \$ 4,000.00 | \$ 5.00 | \$ 2,500.00 | | |
| 237-A | WATTLES, 20° | 80.000 | LF | \$ 9.00 | \$ | 720,00 | 11,50 | \$ 920.00 | \$ 8.00 | \$ 640,00 | | |
| S-815-A | LOOSE RIPRAP, 300 LB | 400,000 | TON | s 65.00 | \$ | 26,000.00 | 58.00 | \$ 23,200.00 | \$ 53.00 | \$ 21,200.00 | | |
| S-815-E | GEOTEXTILE UNDER RIPRAP, (TYPE V) (AOS 0.21 mm - 0.43 mm) | 560.000 | SY | \$ 4.00 | \$ | 2,240.00 | 3.00 | \$ 1,680.00 | \$ 3.00 | \$ 1,680.00 | | |
| Subtotal Erosi | on Control items: | | | \$ | | 40,240.00 | s | 40,000.00 | \$ | 34,720.00 | | |
| | Bridge I tems | | | | | _ | | | | | | |
| S-803-A | TEST PILE | 2.000 | EA | \$ 8,000.00 | \$ | 16,000,00 | 9224,55 | \$ 18,449.10 | \$ 9,000.00 | \$ 18,000.00 | | |
| S-803-B | CONVENTIONAL STATIC PILE LOAD TEST | 0.000 | EA | \$ 4,000.00 | s | 0.00 | 4000.00 | \$ 0.00 | \$ 4,000.00 | \$ 0,00 | | |
| S-803-C | 18" PRESTRESSED CONCRETE PILING | 1,270,000 | ĻF | \$ 130.00 | \$ | 165,100.00 | 106.81 | \$ 135,648.70 | \$ 120.00 | \$ 152,400.00 | | |
| S-803-F | 22" PRE-FORMED PILE HOLE | 540.000 | LF | \$ 30.00 | \$ | 16,200.00 | 10,00 | \$ 5,400.00 | \$ 20.00 | \$ 10,800.00 | | |
| 901-S-804-A | BRIDGE CONCRETE, CLASS "A" | 189.190 | CY | \$ 900,00 | \$ | 170,271.00 | 1,183.70 | \$ 223,944.20 | \$ 1,100.00 | \$ 208,109.00 | | |
| 901-S-804-C | 40' PRESTRESSED CONCRETE BEAM, TYPE I+2 | 318.000 | LF | \$ 125.00 | \$ | 39,750.00 | 133.37 | \$ 42,411.66 | \$ 125.00 | \$ 39,750.00 | | |
| 901-S-804-C | 80' PRESTRESSED CONCRETE BEAM, TYPE I+2 | 319,000 | ᄕ | \$ 175.00 | \$ | 55,825.00 | 167.83 | \$ 53,537.77 | \$ 190.00 | \$ 60,610.00 | | |
| S-805-A | REINFORCEMENT | 38,672.000 | LB | \$ 1,10 | \$ | 42,539,20 | 1.19 | \$ 48,019.68 | s 1.10 | \$ 42,539.20 | | |
| S-813-A | CONCRETÉ RAILING | 320.000 | LF | \$ 70.00 | \$ | 22,400.00 | 69.75 | \$ 22,320,00 | \$ 71.00 | \$ 22,720.00 | | |
| S-815-A | LOOSE RIPRAP, 300 LB | 408.000 | TON | \$ 65.00 | \$ | 26,520.00 | 58.00 | \$ 23,664.00 | \$ 53.00 | \$ 21,624.00 | | |
| S-815-E | GEOTEXTILE UNDER RIPRAP, (TYPE V) (AOS 0.21 mm - 0.43 mm) | 750.000 | SY | \$ 4,00 | \$ | 3,000.00 | 3.00 | \$ 2,250.00 | \$ 3.00 | \$ 2,250.00 | | |
| Subtotal Bridge | e Kerns: | | | ş | | 557,605.20 | \$ | 573,645,11 | \$ | 578,802.20 | | |
| Total Bid: | - | | | \$ | | 763,773.20 | \$ | 792,840.45 | \$ | 811,993.20 | | |

| | | | | | | | | Century Construction | | Talbot Brothers | |
|-----------------|--|--------------------|------|-------------------|--------------|-------------------|--------------|----------------------|---------------|-------------------|---------------------|
| | | | | Columbus, MS 39 | | Guin, AL 35563 | | Tupelo, MS 38802 | | Nesbit, MS 38651 | |
| - Fin | | | | MS Certification: | 00229-MC | MS Certification: | 14987-MC | MS Certification: | 11403-MC | MS Certification: | 02174-MC & 06719-MC |
| BID ITEM NO. | DESCRIPTION | APPROX QUANTITY | UNIT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| 112.07.10. | | 202 | 0 | CHATTE | Allocati | O.M. T. LUCE | Alloort | OMITTAGE | AMODITI | - CHILLINGS | Amount |
| <u> </u> | BASE BID ITEMS | ļ | | | | | | | | _ | |
| S-200-A | MOBILIZATION | 1 | LS | 68,000.00 | \$ 68,000.00 | 54,003,00 | \$ 54,003.00 | 110,000,00 | \$ 110,000.00 | 56,500.00 | \$ 56,500.00 |
| S-201-A | CLEARING AND GRUBBING | 1 | LS | 25,500.00 | \$ 25,500.00 | 40,703.60 | \$ 40,703.60 | 00.000,00 | \$ 60,000.00 | 75,000.00 | \$ 75,000.00 |
| S-202-B | REMOVAL OF BRIDGE (STA. 12+19) | 1.000 | אט | 51,000.00 | \$ 51,000.00 | 55,373.20 | \$ 55,373.20 | 75,000.00 | \$ 75,000.00 | 84,000.00 | \$ 84,000.00 |
| S-202-E | REMOVAL OF PIPE (ALL SIZES) | 143.000 | LF | 30.00 | \$ 4,290.00 | 40.00 | \$ 5,720.00 | 23.00 | \$ 3,289,00 | 15.00 | \$ 2,145.00 |
| 901-S-202-F | REMOVE AND RELAY RIPRAP | 100,000 | SY | 25,00 | \$ 2,600,00 | 40.00 | \$ 4,000.00 | 60,00 | \$ 6,000.00 | 75.00 | \$ 7,500.00 |
| S-203-A | UNCLASSIFIED EXCAVATION (FM) | 400.000 | CY | 15.00 | \$ 6,000.00 | 14.00 | \$ 5,600.00 | 14.00 | \$ 6,600.00 | 15.00 | \$ 6,000.00 |
| S-203-H | EXCESS EXCAVATION (FM) | 351.000 | CY | 15.00 | \$ 5,265.00 | 20.00 | \$ 7,020.00 | 17.00 | \$ 6,967.00 | 15.00 | \$ 6,265.00 |
| S-304-B | GRANULAR MATERIAL, (CLASS 4, GROUP "C") | 1,173,640 | TON | 35.00 | \$ 41,077.40 | 22.00 | \$ 25,820.08 | 36.00 | \$ 42,251.04 | 24,00 | \$ 28,167.36 |
| S-603-C-A | 18" REINFORCED CONCRETE PIPE, CLASS III | 152.000 | LF | 54.00 | \$ 8,208.00 | 70.00 | \$ 10,640.00 | 65.00 | \$ 9,880.00 | 60.00 | \$ 9,120.00 |
| \$-603-C-A | 24" REINFORCED CONCRETE PIPE, CLASS III | 72,00 | LF . | 68.00 | \$ 4,896,00 | 100.00 | \$ 7,200.00 | 76.00 | \$ 5,472.00 | 80.00 | \$ 5,760.00 |
| S-617-A | RIGHT-OF-WAY MARKERS (TYPE I) | 20.000 | EA | 350.00 | \$ 7,000.00 | 350.00 | \$ 7,000.00 | 270.00 | \$ 5,400.00 | 300.00 | \$ 6,000.00 |
| S-818-A | MAINTENANCE OF TRAFFIC | 1 | LS | 4,000.00 | 4000.00 | 4,500.00 | \$ 4,500.00 | 7,700.00 | \$ 7,700.00 | 6,000.00 | \$ 6,000.00 |
| S-618-9 | ADDITIONAL CONSTRUCTION SIGNS | 0,000 | sf | 10,00 | \$ 0.00 | 10.00 | \$ 0.00 | 10.00 | \$ 0,00 | 10.00 | \$ 0.00 |
| S-630-C | REFLECTORIZED TRAFFIC OBJECT MARKER (ENCAPSULATED LENS)(TYPE 3) | 4.000 | EΑ | 200.00 | \$ 800.00 | 350.00 | \$ 1,400.00 | 294.00 | \$ 1,176.00 | 150.00 | \$ 600.00 |
| Subtotal Roady | way Items: | | | \$ | 228,536,40 | s | 228,979.88 | \$ | 337,735.04 | \$ | 292,057,36 |
| | Erosion Control Items | | | | | | | | | | |
| S-212-B | COMMERCIAL FERTILIZER (13:13:13) | 0.950 | TON | 1,000.00 | \$ 950.00 | 1,000.00 | \$ 950.00 | 940.00 | \$ 893.00 | 1,000.00 | \$ 950.00 |
| S-212-F | AMMONIUM NITRATE | 0.010 | TON | 2,500.00 | \$ 25.00 | 1,200.00 | \$ 12.00 | 940.00 | \$ 9,40 | 2,500.00 | \$ 25.00 |
| S-214-A | SEEDING | 0.950 | ACRE | 2,500,00 | \$ 2,376,00 | \$ 1,500,00 | \$ 1,425.00 | 940.00 | \$ 893.00 | \$ 2,500.00 | \$ 2,375.00 |
| S-215-A | VEGETATIVE MATERIALS FOR MULCH | 2.850 | TON | 1,000.00 | \$ 2,850.00 | \$ 800.00 | \$ 2,280.00 | 350 | \$ 997.50 | 500.00 | \$ 1,425.00 |

ERBR-LSBP-36(34) LAFAYETTE COUNTY COUNTY ROAD 352

| | | | | Phillips Contracting Company, Inc. | | | w Constructio | on Company, Inc. | Century Constructi | on | Talbot Brothers | |
|-----------------|---|------------|------|------------------------------------|------------------|-------------------|---------------|------------------|--------------------|-----------------|-------------------|---------------------|
| | | | | Columbus, MS 39 | | Guin, AL | | | Tupelo, MS 38802 | | Nesbit, MS 38651 | MATA 110 4 MATA 110 |
| | | | | MS Certification: | 0022 <u>9-MC</u> | MS Certi | tification: | 14987-MC | MS Certification: | 11403-MC | MS Certification: | 02174-MC & 08719-MC |
| S-227-A | EXCELSIOR BLANKET | 500.000 | SY | 3.00 | \$ 1,500.00 | \$ | 3,90 | \$ 1,950.00 | 2.35 | \$ 1,175.00 | 8.00 | \$ 4,000.00 |
| S-233-A | TEMPORARY SILT FENCE (TYPE I) (ACS 0.15 mm - 0.84 mm) | 500,000 | LF | 4,00 | \$ 2,000.00 | \$ | 5.00 | \$ 2,500.00 | 3.00 | \$ 1,600,00 | 8,00 | \$ 4,000.00 |
| 237-A | WATTLES, 20° | 80,000 | LF | 10.00 | \$ 800,00 | \$ | 20.00 | \$ 1,600.00 | 5.00 | \$ 400.00 | 10.00 | \$ 600.00 |
| S-815-A | LOOSE RIPRAP, 300 LB | 400.000 | TON | 60.00 | \$ 24,000.00 | \$ | 60,00 | \$ 24,000.00 | 60.00 | \$ 24,000.00 | 70.00 | \$ 28,000.00 |
| | GEOTEXTILE UNDER RIPRAP, (TYPE V) (AOS 0.21 mm - 0.43 mm) | 560.000 | SY | 3,50 | \$ 1,960.00 | \$ | 5.90 | \$ 3,304.00 | 3,50 | \$ 1,960,00 | 5.00 | \$ 2,800.00 |
| Subtotal Erosio | on Control Items: | | | \$ | 36,460.00 | \$ | | 38,021.00 | \$ | 31,827.90 | \$ | 44,375.00 |
| | Bridge I tems | | | | | | | | | | | |
| S-803-A | TEST PILE | 2.000 | EA | 8,000.00 | \$ 16,000.00 | \$ | 8,750.00 | \$ 17,500.00 | 15000.00 | \$ 30,000.00 | 25,000.00 | \$ 50,000.00 |
| S-803-B | CONVENTIONAL STATIC PILE LOAD TEST | 0.000 | EA | 4,000.00 | \$ 0 .0 | 0 \$ | 4,000.00 | \$ 0.00 | 4000.00 | s 0.00 | 4,000,00 | \$ 0,00 |
| S-803-C | 18" PRESTRESSED CONCRETE PILING | 1,270.000 | uf _ | 160.00 | \$ 203,200.00 | \$ | 175.00 | \$ 222,250,00 | 140.00 | \$ 177,800.00 | 175.00 | \$ 222,250.00 |
| S-803-F | 22" PRE-FORMED PILE HOLE | 540.000 | LF | 10.00 | \$ 5,400.00 | \$ | 30.00 | \$ 16,200.00 | 5.00 | \$ 2,700,00 | 10.00 | \$ 5,400.00 |
| 901-S-804-A | BRIDGE CONCRETE, CLASS "A" | 189.190 | CY | 1,000.00 | \$ 189,190.00 | \$ | 900.00 | \$ 170,271.00 | 1260.00 | \$ 238,379.40 | 1,500.00 | \$ 283,785.00 |
| 901-S-804-C | 40' PRESTRESSED CONCRETE BEAM, TYPE I+2 | 318.000 | LF | 127.00 | \$ 40,386.00 | \$ | 190.00 | \$ 60,420.00 | 125.00 | \$ 39,750.00 | 173.00 | \$ 55,014.00 |
| 901-S-804-C | 80' PRESTRESSED CONCRETE BEAM, TYPE I+2 | 319.000 | LF | 210.00 | \$ 66,990.00 | \$ | 277.39 | \$ 88,487.41 | 175.00 | \$ 55,825.00 | 284.00 | \$ 84,216.00 |
| S-805-A | REINFORCEMENT | 38,872.000 | LB | 1.00 | \$ 38,672.00 | \$ | 1.00 | \$ 38,672,00 | 1.13 | \$ 43,699,36 | 1.50 | \$ 58,008.00 |
| S-813-A | CONCRETE RAILING | 320.000 | LF | 86.25 | \$ 27,600.00 | \$ | 30.00 | \$ 9,600.00 | 87.00 | \$ 27,840.00 | 75.30 | \$ 24,096.00 |
| S-815-A | LOOSE RIPRAP, 300 LB | 408.000 | TON | 60.00 | \$ 24,480.00 | \$ | 60.00 | \$ 24,480.00 | 60.00 | \$ 24,480.00 | 70.00 | \$ 28,560.00 |
| | GEOTEXTILE UNDER RIPRAP, (TYPE V) (AOS 0.21 mm - 0.43 mm) | 750.000 | SY | 3,50 | \$ 2,625.0 | \$ | 5.50 | \$ 4,125.00 | 3.50 | \$ 2,625,00 | 5.00 | \$ 3,750.00 |
| Subtotal Bridge | otal Bridge Items: | | | \$ 614,543.00 | | .00 \$ 652,005.41 | | \$ | 643,098.76 | 5 \$ 815,079.00 | | |
| Total Bid: | Bid: | | | \$ 879,539.40 | | 40 \$ 919,006.29 | | \$ | 1,012,661.70 | \$ 1,161,511. | | |

I CERTIFY THIS TO BE A TRUE AND ACCURATE TABULATION OF ALL BIDS RECEIVED:

| | _ |
|-----------------------|--|
| Larry L. Britt, PE/PS | Date |
| | HODINGER 147 116/DOCSIE in al DS®RRU SRP-36(34) Contract la |

Final Payment Checklist

Agency: <u>Lafayette County</u>
Project Number: ERBR-LSBP-36(34)

The below items shall be included in the submittal for final payment.

- 1. One (1) signed and stamped statement from the Design Engineer stating that the project was designed according to MDOT or State Aid Standards, all permits were acquired, and the bidding and selection of a contractor was performed in accordance with State Law.
- 2. An original signed, certified Bid Tabulation for all bidders, including the engineer's Construction estimate.
- 3. NA detailed evaluation of bids.
- 4. One (1) copy of the entire Section 902 Proposal bid sheets for the awarded low bidder.
- 5. One (1) copy of the Sworn Proof of Publication.
- 6. ___One (1) copy of the executed contract between the LPA and the LPA's CE&l Engineer/Architect.
- 7. NAMEOne (1) copy of all permits required for construction of the project. Examples include, but are not limited to, stormwater, permits approved by the Corps of Engineers, etc.
- 8. ___One (1) copy of the Preliminary Engineering Contract and proof of payment to the consultant.
- 9. One (1) copy of a letter stating the exact amount of funds being requested for construction and CE&I. See the ERBR website for a template of this letter.
- 10. ___One (1) copy of the board minutes approving the award of the low bid project.

Signature - Chief LPA Official

Signature – LPA Professional

Mike Roberts, President Lafayette County Board of Supervisors Larry L. Britt, PE/PS
County Engineer

T.W. ELLIOTT, PE/PS (1963-2011) L.L. BRITT, PE/PS KEVIN W. McLEOD, PE

ELLIOTT & BRITT ENGINEERING, P.A.

TEL (662) 234-1763 FAX (662) 234-3835

ENGINEERS - CONSULTANTS - SURVEYORS 823 N. LAMAR BLVD. - P. O. BOX 308 OXFORD, MISSISSIPPI 38655 eb@elliottbritt.com

February 2, 2021

Mr. Mike Roberts Lafayette County Board of Supervisors PO Box 1240 Oxford, MS 38655

RE:

ERBR-LSBP-36(34)

County Road 352

Dear Mr. Roberts:

This is to certify to you, to the best of my knowledge and belief, the above referenced project was designed in substantial accordance with MDOT and/or State Aid Standards, all permits were acquired, and the bidding and selection of the contractor were performed in accordance with applicable State law.

ELLIOTT & BRITT ENGINEERING, P.A.

Larry L. Britt, PE/PS County Engineer

| | | ENGINEER | | | ERING ESTIMATE | | | truction Co., Inc. | STE-BIL Grading, Inc. | | | |
|-----------------|--|--------------------|----------|-------------|----------------|------------|-------------------|--------------------|-----------------------|--------------|---------|--|
| | | | | | | | Carthage, MS 390 | | Waterford, MS 386 | | | |
| | | | | | | | MS Certification: | 03462-MC | MS Certification: | 22458-MC | - | |
| BID ITEM NO. | DESCRIPTION | APPROX QUANTITY | | UNIT PRICE | | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOU: | NT | |
| | BASE BID ITEMS | | | | | | | | | | | |
| S-200-A | MOBILIZATION | 1 | Ľ\$ | \$75,000.00 | \$ | 75,000.00 | 72,000.00 | \$ 72,000.00 | 69,000,00 | \$ 69,1 | 00.00 | |
| S-201-A | CLEARING AND GRUBBING | 1 | LS | \$10,000.00 | 5 | 10,000.00 | 36,920.001 | \$ 36,920.00 | 28,000.00 | \$ 28, | 00.000 | |
| S-202-B | REMOVAL OF BRIDGE (STA. 12+19) | 1.000 | UN | \$15,000.00 | \$ | 15,000.00 | 9,000.00 | \$ 9,000.00 | 38,500.00 | \$ 38, | ,500.00 | |
| S-202-E | REMOVAL OF PIPE (ALL SIZES) | 143.000 | LF | \$50.00 | \$ | 7,160.00 | 7.00 | \$ 1,001.00 | 15.00 | \$ 2, | 145.00 | |
| 901-S-202-F | REMOVE AND RELAY RIPRAP | 100,000 | SY | \$50.00 | \$ | 5,000.00 | 15.00 | \$ 1,500.00 | 25,00 | \$ 2, | 500.00 | |
| S-203-A | UNCLASSIFIED EXCAVATION (FM) | 400.000 | CY | \$10.00 | \$ | 4,000.00 | 5.00 | \$ 2,000.00 | 8.00 | \$ 2, | 00.000, | |
| S-203-H | EXCESS EXCAVATION (FM) | 351,000 | CY | \$7.00 | 5 | 2,457.00 | 8.00 | \$ 2,805.00 | 5.00 | \$ 1, | 755.00 | |
| \$-304-B | GRANULAR MATERIAL. (CLASS 4, GROUP "C") | 1,173.640 | TON | \$25.00 | \$ | 29,341.00 | 31.11 | \$ 35,511.94 | 25,00 | \$ 29, | ,341.00 | |
| S-603-C-A | 18" REINFORCED CONCRETE PIPE, CLASS III | 152,000 | LF | \$40.00 | 5 | 6,080.00 | 43.20 | \$ 6,566.40 | 50,00 | \$ 7, | ,600.00 | |
| S-603-C-A | 24" REINFORCED CONCRETE PIPE, CLASS III | 72.00 | 년 | \$50.00 | \$ | 3,600.00 | 64.00 | \$ 3,888.00 | 65.00 | \$ 4, | D.083, | |
| S-617-A | RIGHT-OF-WAY MARKERS (TYPE I) | 20.000 | EΑ | \$200.00 | \$ | 4,000.00 | 185.00 | \$ 3,700.00 | 175.00 | \$ 3, | ,500.00 | |
| S-618-A | MAINTENANCE OF TRAFFIC | 1 | LS | \$4,000.00 | \$ | 4,000.00 | 2,700.00 | \$ 2,700.00 | 8,650.00 | \$ B, | ,650.00 | |
| S-618-B | ADDITIONAL CONSTRUCTION SIGNS | 0.000 | SF | \$1D.00 | 5 | 0.00 | 10.00 | \$ 0.00 | 10.00 | 3 | 0.00 | |
| S-630-C | REFLECTORIZED TRAFFIC OBJECT MARKER (ENCAPSULATED LENS)(TYPE 3) | 4.000 | EA | \$75.00 | 3 | 300.00 | 150.00 | \$ 600.00 | 200.00 | \$ | 600.00 | |
| Subtotal Road | way Items: | | | 5 | | 155,928.00 | ls | 179,195.34 | 5 | 198 | ,471.00 | |
| | Erosion Control items | | | | | | | | | | | |
| S-212-B | COMMERCIAL FERTILIZER (13:13:13) | 0.950 | TON | \$ 2,000.00 | s | 1,900.00 | 2,200,00 | \$ 2,090.00 | 2,500.00 | \$ 2, | ,375.00 | |
| S-212-F | AMMONIUM NITRATE | 0.010 | TON | \$ 3,500,00 | ş | 35.00 | 4,500.00 | \$ 45.00 | 2,500.00 | 5 | 25.00 | |
| S-214-A | SEEDING | 0.950 | ACRE | \$ 2,700.00 | 5 | 2,565.00 | \$ 2,700.00 | \$ 2,585.00 | 2,500.00 | 5 2 | ,375.00 | |
| S-215-A | VEGETATIVE MATERIALS FOR MULCH | 2.850 | TON | \$ 800,00 | 3 | 2,280.00 | 1,000.00 | \$ 2,850.00 | \$ 500.00 | \$ 1 | ,425.00 | |

BIDS RECEIVED:

| | | | • | ENGINEERING ESTIMA | EIGHTEICHG EGTHINTE | | | | STE-BIL Grading Waterford, MS 386 MS Certification: | 885 | -MC |
|----------------|---|------------|-----|---------------------|---------------------|------------|-------------|---------------|---|------------|------------|
| S-227-A | EXCELSIOR BLANKET | 500.000 | SY | \$ 4.00 | \$ | 2,000.00 | 5.30 | \$ 2,650.00 | \$ 5.00 | \$ | 2,500.00 |
| S-233-A | TEMPORARY SILT FENCE (TYPE I) (AOS 0.16 mm - 0.84 mm) | 600,000 | ᄕ | \$ 5.00 | \$ | 2,500.00 | 8.00 | \$ 4,000.60 | \$ 5.00 | \$ | 2,500.00 |
| 237-A | WATTLES, 20" | 80.000 | LF | s 9.00 | s | 720,00 | 11.50 | \$ 920.00 | \$ 8,00 | 5 | 640.00 |
| S-815-A | LOOSE RIPRAP, 300 LB | 400.000 | TON | \$ 65.00 | 3 | 26,000.00 | 58.00 | \$ 23,200.00 | \$ 53.00 | \$ | 21,200.00 |
| S-816-E | GEOTEXTILE UNDER RIPRAP, (TYPE V) (AOS 0.21 mm - 0.43 | 560.000 | SY | \$ 4.00 \$ 2,240.00 | | 3.00 | \$ 1,680.00 | \$ 3.00 | \$ | 1,680,00 | |
| Subtotal Erosi | on Control Items: | | | \$ | | 40,240.00 | \$ | 40,000.00 | \$ | | 34,720.00 |
| | Bridge I tems | | | | | | | | | L | |
| S-803-A | TEST PILE | 2.000 | EA | \$ 8,000,00 | \$ | 16,000.00 | 9224.55 | \$ 18,449.10 | \$.9,000.60 | \$ | 18,000.00 |
| S-803-B | CONVENTIONAL STATIC PILE LOAD TEST | 0.000 | EA | \$ 4,000.00 | \$ | 0.00 | 4000.00 | \$ 0.00 | \$ 4,000.00 | s | 0.00 |
| S-803-C | 18" PRESTRESSED CONCRETE PILING | 1,270.000 | LF | \$ 130.60 | \$ | 165,100.00 | 106.81 | \$ 135,648.70 | \$ 120.00 | 8_ | 152,400.00 |
| S-803-F | 22" PRE-FORMED PILÉ HOLE | 540.000 | LF | \$ 30.00 | \$ | 16,200,00 | 10,00 | \$ 5,400.00 | 3 20.00 | 3 | 10,800.00 |
| 901-S-804-A | BRIDGE CONCRETE, CLASS "A" | 189.190 | CY | \$ 900.00 | \$ | 170,271.00 | 1,183.70 | \$ 223,944.20 | \$ 1,100.00 | \$ | 208,109.00 |
| 901-S-804-C | 40' PRESTRESSED CONCRETE BEAM, TYPE 1+2 | 318.000 | LF | \$ 125.00 | \$ | 39,760.00 | 133.37 | \$ 42,411.66 | \$ 125.00 | 5 | 39,750,00 |
| 901-S-804-C | 80' PRESTRESSED CONCRETE BEAM, TYPE I+2 | 319.000 | LF | \$ 175.00 | \$ | 55,825.00 | 167.83 | \$ 53,537,77 | \$ 190.00 | \$ | 60,610.00 |
| S-805-A | REINFORCEMENT | 38,672.000 | LB | \$ 1.10 | \$ | 42,539.20 | 1.19 | \$ 46,019.68 | \$ 1.10 | \$ | 42,539.20 |
| S-613-A | CONCRETE RAILING | 320.000 | LF | \$ 70.00 | \$ | 22,400.00 | 69.76 | \$ 22,320.00 | \$ 71.00 | 3 | 22,720.00 |
| S-815-A | LOOSE RIPRAP, 300 LB | 408.000 | TON | \$ 65.00 | s | 26,520.00 | 58.00 | \$ 23,664.00 | \$ 53.00 | \$ | 21,624,00 |
| S-815-E | GEOTEXTILE UNDER RIPRAP, (TYPE V) (AOS 0.21 mm - 0.43 mm) | 750.000 | SY | \$ 4.00 | 5 | 3,000.00 | 3.00 | \$ 2,250.00 | 3 3,00 | \$ | 2,250.00 |
| Subtotal Bridg | otal Bridge Hems: | | | \$ 557,605.20 | | | \$ | 578,8 | | 578,802.20 | |
| Total Bid: | id: | | | \$ 763,773.20 | | | \$ | 5 \$ 811,99 | | | |

BIDS RECEIVED:

| | | | | Phillips Contracti Columbus, MS 397 MS Certification: | 704 | Glasgow Constructi Guin, AL 35583 MS Certification: | | Century Construction Tupelo, MS 38802 MS Certification: 11403-MC | | Talbot Brothers Nesbit, MS 38651 MS Certification: | 02174-MC & 09719-MC | |
|-----------------|--|--------------------|------|---|--------------|---|--------------|--|---------------|--|---------------------|--|
| BID ITEM NO. | DESCRIPTION | APPROX QUANTITY | UNIT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT | |
| | BASE BID ITEMS | | | | | _ | | | | | | |
| 8-200-A | MOBILIZATION | 1 | LS | 68,000.00 | \$ 68,000.00 | 54,003.00 | \$ 54,003.00 | 110,000.00 | \$ 110,000.00 | 56,500.00 | \$ 58,500.00 | |
| S-201-A | CLEARING AND GRUBBING | 1 | LS | 26,500,00 | \$ 26,600.00 | 40,703.60 | \$ 40,703.60 | 60,000.00 | \$ 60,000.00 | 75,000.00 | \$ 75,000.00 | |
| S-202-B | REMOVAL OF BRIDGE (STA. 12+19) | 1.000 | UN | 51,000.00 | \$ 51,000.00 | 55,373.20 | \$ 55,373.20 | 75,000.00 | 5 75,000.00 | B4,000.00 | \$ 84,000.00 | |
| S-202-E | REMOVAL OF PIPE (ALL SIZES) | 143.000 | Ľ. | 30.00 | \$ 4,290.00 | 40.00 | \$ 5,720.00 | 23.00 | \$ 3,289.00 | 15.00 | \$ 2,145.00 | |
| 901-\$-202-F | REMOVE AND RELAY RIPRAP | 100.000 | SY | 25.00 | \$ 2,500.00 | 40.00 | \$ 4,000.00 | 60,00 | \$ 6,000.00 | 75,00 | \$ 7,500.00 | |
| S-203-A | UNCLASSIFIED EXCAVATION (FM) | 400,000 | CY | 15.00 | \$ 6,000.00 | 14.00 | \$ 5,600.00 | 14.00 | \$ 5,600.00 | 15.00 | \$ 6,000.00 | |
| S-203-H | EXCESS EXCAVATION (FM) | 351.000 | CY | 15.00 | \$ 6,285.00 | 20,00 | \$ 7,020.00 | 17.00 | \$ 5,967,00 | 15.00 | \$ 5,265.00 | |
| S-304-8 | GRANULAR MATERIAL, (CLASS 4, GROUP °C") | 1,173.640 | TON | 35.00 | \$ 41,077.40 | 22.00 | \$ 25,820.08 | 38.00 | \$ 42,251.04 | 24.00 | \$ 28,167,36 | |
| S-603-C-A | 18" REINFORCED CONCRETE PIPE, CLASS III | 152.000 | LF | 54.00 | \$ 8,208.00 | 70.00 | \$ 10,640.00 | 65.00 | \$ 9,880.00 | 60.00 | \$ 9,129.00 | |
| S-603-C-A | 24" REINFORCED CONCRETE PIPE, CLASS III | 72.00 | LF | 68,00 | \$ 4,696.00 | 100.00 | \$ 7,200.00 | 76,00 | \$ 5,472.00 | 60.08 | \$ 5,760.00 | |
| S-617-A | RIGHT-OF-WAY MARKERS (TYPE I) | 20.000 | EA | 350.00 | \$ 7,000.00 | 350.00 | \$ 7,000.00 | 270.00 | \$ 5,400.00 | 300.00 | \$ 6,000.00 | |
| S-618-A | MAINTENANCE OF TRAFFIC | 1 | LS | 4,000.00 | 4000.00 | 4,500.00 | \$ 4,500.00 | 7,700.00 | \$ 7,700.00 | 6,000.00 | \$ 6,000.00 | |
| S-818-B | ADDITIONAL CONSTRUCTION SIGNS | 0.000 | SF | 10.00 | \$ 0.00 | 10.00 | \$ 0.00 | 10.00 | \$ 0.00 | 10.00 | \$ 0.00 | |
| 5-630-C | REFLECTORIZED TRAFFIC OBJECT MARKER (ENCAPSULATED LENS)(TYPE 3) | 4,000 | EA | 200.00 | \$ 600.00 | 350.00 | \$ 1,400.00 | 294.00 | \$ 1,176.00 | 150.00 | \$ 600.00 | |
| Subtotal Road | <u> </u> | <u> </u> | | \$ | 228,536.40 | \$ | 228,979.88 | \$ | 337,735.04 | \$ | 292,067.36 | |
| | Erosion Control Items | | | | | | | | | | | |
| S-212-B | COMMERCIAL FERTILIZER (13:13:13) | 0.950 | том | 1,000.00 | \$ 850.00 | 1,000,00 | \$ 950.00 | 940.00 | \$ 893.00 | 1,000.00 | \$ 950.00 | |
| S-212-F | AMMONIUM NITRATE | 0,010 | TON | 2,500.00 | \$ 25.00 | 1,200.00 | \$ 12.00 | 940.00 | \$ 9.40 | 2,500.00 | \$ 25.00 | |
| S-214-A | SEEDING | 0.950 | ACRE | 2,500.00 | \$ 2,375.90 | 3 1,500.00 | \$ 1,425.DQ | 940.00 | \$ 893.00 | \$ 2,500.00 | \$ 2,375.00 | |
| 5-215-A | VEGETATIVE MATERIALS FOR MULCH | 2.650 | TON | 1,000.00 | \$ 2,850,00 | \$ 800.00 | \$ 2,280.00 | 350 | \$ 997,50 | 500,00 | \$ 1,425.00 | |

ERBR-LSBP-36(34) LAFAYETTE COUNTY COUNTY ROAD 352

| | | | | Phillips Contracti Columbus, MS 397 MS Certification; | 704 | Glasgow Constructi Guin, AL 35563 MS Certification: | | Century Constructi Tupelo, MS 38802 MS Centification: | | Talbot Brothers Nesbit, MS 38651 MS Certification: 02174-N | | & 08719-MC |
|-----------------|---|------------|--------------------|---|--------------------|---|---------------|---|---------------|--|----|------------|
| S-227-A | EXCELSIOR BLANKET | 500.000 | | 3.00 | | | ļ | 2.35 | | 8.00 | | 4,000.00 |
| S-233-A | TEMPORARY SILT FENCE (TYPE I) (AOS 0.15 mm - 0.84 mm) | 500,000 | LF | 4.00 | \$ 2,000.00 | \$ 5.00 | \$ 2,500.00 | 3.00 | \$ 1,500.00 | 8.00 | \$ | 4,000.00 |
| 237-A | WATTLES, 20° | 80.000 | LF | 10.00 | \$ 800.00 | \$ 20.00 | \$ 1,600.00 | 5.00 | \$ 400.00 | 10.00 | \$ | 800.00 |
| S-B15-A | LOOSE RIPRAP, 300 LB | 400.000 | TON | 60.00 | \$ 24,000.00 | \$ 60,00 | \$ 24,000.00 | 60.00 | \$ 24,000.00 | 70.00 | \$ | 28,000.00 |
| | GEOTEXTILE UNDER RIPRAP, (TYPE V) (AOS 0.21 mm - 0.43 mm) | 550.000 | SY | 3,50 | \$ 1,980.00 | \$ 5.90 | \$ 3,304.00 | 3.50 | \$ 1,960.00 | 5.00 | \$ | 2,800,00 |
| Subtotal Erosic | on Control Hems: | | | \$ | 36,460.00 | \$ | 36,021.00 | \$ | 31,827.90 | \$ | | 44,375.00 |
| | Bridge I tems | | | | | | | | | | | |
| S-803-A | TEST PILÉ | 2.000 | EA | 8,000.00 | \$ 16,000.00 | \$ 8,750.00 | \$ 17,500.00 | 15000,00 | \$ 30,000.00 | 25,000.00 | \$ | 50,000.00 |
| S-603-B | CONVENTIONAL STATIC PILE LOAD TEST | 0.000 | EA | 4,000.00 | \$ 0.00 | \$ 4,000.00 | \$ 0.00 | 4000.00 | \$ 0.00 | 4,000.00 | \$ | 0.00 |
| S-803-C | 18" PRESTRESSED CONCRETE PILING | 1,270.000 | LF | 160.00 | \$ 203,200.00 | \$ 17 <i>6</i> .00 | \$ 222,250.00 | 140.00 | \$ 177,800.00 | 175.00 | 5 | 222,250.00 |
| S-803-F | 22" PRE-FORMED PILE HOLE | 540,000 | LF | 10.00 | s 5,400.00 | \$ 30,00 | \$ 16,200.00 | 5.00 | \$ 2,700.00 | 10.00 | \$ | 6,400.00 |
| 901-S-804-A | BRIDGE CONCRETE, CLASS "A" | 189.190 | CY | 1,000.00 | \$ 189,190.00 | \$ 900.00 | \$ 170,271.00 | 1260.00 | \$ 238,379.40 | 1,500.00 | \$ | 283,765,00 |
| 901-S-804-C | 40' PRESTRESSED CONCRETE BEAM, TYPE 1+2 | 318.000 | LF | 127.00 | \$ 40,386.00 | \$ 190.00 | \$ 60,420.00 | 125.00 | \$ 39,750.00 | 179.00 | s | 55,014.00 |
| 901-S-804-C | 80' PRESTRESSED CONCRETE BEAM, TYPE 1+2 | 319.000 | LF | 210.00 | \$ 66,990.00 | \$ 277.39 | \$ 88,487.41 | 175.00 | \$ 55,825.00 | 264.00 | \$ | 84,216.00 |
| S-805-A | REINFORCEMENT | 38,672.000 | LB | 1.00 | \$ 38,672,00 | \$ 1.00 | \$ 38,672.00 | 1.13 | \$ 43,699.36 | 1.50 | \$ | 58,008.00 |
| S-813-A | CONCRETE RAILING | 320.000 | LF | 86,25 | \$ 27,600.00 | \$ 30,00 | \$ 9,600.00 | 87.00 | \$ 27,840.00 | 75.30 | \$ | 24,098.00 |
| S-815-A | LOOSE RIPRAP, 300 LB | 408,000 | TON | 60.00 | \$ 24,480.00 | \$ 60.00 | \$ 24,480.00 | 60.00 | \$ 24,480.00 | 70.00 | 5 | 28,560.00 |
| | GEOTEXTILE UNDER RIPRAP, (TYPE V) (AOS 0.21 mm - 0.43 mm) | 750.000 | 750.000 SY 3.50 \$ | | \$ 2,825.00 | \$ 5.50 | \$ 4,125.00 | 3.50 \$ 2,625.00 | | 5.00 | \$ | 3,750.00 |
| Subtotal Bridge | ial Bridge Itema: | | | \$ 614,543.00 | | 3.00 \$ 862,005.41 | | \$1 \$ 643,098.76 | | 815,0 | | 815,079.00 |
| Total Bid: | | | | s | 579,539.4 0 | s | 919,006.29 | \$ | 1,012,661,70 | \$ 1,151,511.36 | | |

I CERTIFY THIS TO BE A TRUE AND ACCURATE TABULATION OF ALL BIDS RECEIVED:

Lerry L. Britt, PE/PS

1:\BRIDGE\B117_116\DCCS\Final PS&E\ERBR-LSBP-36(34) Contract Info

ELLIOTT & BRITT ENGINEERING, P.A.

TEL (662) 234-1763 FAX (662) 234-3835

ENGINEERS - CONSULTANTS - SURVEYORS 823 N. LAMAR BLVD. - P. O. BOX 308 OXFORD, MISSISSIPPI 38655 eb@elliottbritt.com

February 2, 2021

Mr. Mike Roberts Lafayette County Board of Supervisors PO Box 1240 Oxford, MS 38655

RE:

ERBR-LSBP-36(34)

Dear Mr. Roberts:

Listed below please find my detailed evaluation of the project bid process:

- 1. Procurement
 - a. Legal Advertisement in the Clarion-Ledger on (December 23, 2020 & December 30, 2020)
 - b. On-Line Bidding available via www.centralbidding.com
- 2. Bid Opening Date: February 1, 2021
 - a. Six (6) bids were received. (1 electronic and 5 hand-delivered)
 - b. No bids were rejected. All bids included the required items.
- 3. Bid Tabulation
 - a. The certified bid tabulation indicates that one error occurred by N. L. Carson on Pay Item No. S-304-B, Granular Material, (Class 4, Group "C") in the amount of \$19.91. This error increased the Total Bid amount to \$792,940.45. N. L. Carson remains the low bid. All other bids remain the same as read at opening.
- 4. Evaluation of Low Bid (STE-BIL Grading, Inc.)
 - a. Bid is above the Engineer's Estimate.
 - The Contractor has a good reputation and is capable of performing the work.
- 5. I recommend Award to the lowest responsive bidder: N. L. Carson, Inc.

If you have any questions or comments, please advise.

ELLIOTT & BRITT ENGINEERING, P.A.

Larry C. Britt, PE/PS County Engineer

SECTION 902 PROPOSAL

| | Date 1 | tobruary. | 1,2021 | |
|--|--------------------------|---------------------------|-------------------------|-------------------------------------|
| Proposal of | n | , , | Const. Co | . Inc. |
| | of_ <u>??</u> | 21 Waggor | er ld | |
| | <u>C</u> o | | 3905) | |
| for constructing the following designated | | | | |
| The Plans are composed of draw | rings and blue prints on | file in the office of the | Chancery Clerk of | afragette_ |
| County at Oxford | Mississippi. | | | V U |
| The Specifications are the currer the Mississippi Department of Transportz Special Provisions and Revisions of the S | ation and the Federal Hi | ghway Adminisiration | , except where superseu | Construction of ed or amended by |
| Board of Supervisors | ounty, <u>Dre</u> pad | | , Mississippi | |
| Sirs: The following is made on behalf of | <u> 47.1. Ca</u> | ron Const | . Co., Inc. | |
| | Carth | age US | 8905) | |
| | | | | |
| | | | | |
| | | | | |

And, no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is made without collusion on the part of any person, firm or corporation. I (we) certify that I (we) have carefully examined the Plans, and the Specifications, including the Special Provisions and Revisions herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Revisions and Plans I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all materials in the manner specified. I (we) understand that the quantities mentioned below are approximate only and are subject to increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid.

The following is my (our) itemized Proposal:

SECTION 902 - Proposal (Continued)

In the event of award of the Contract to me (us) under this Proposal, I (we) contemplate the sub-contracting of the following items, to the persons or firms named after each item in accordance with Special Provisions providing for the sub-contracting attached hereto if such sub-contracting thereof is approved by the Board of Supervisors and the Stal Aid Engineer. In the event of disapproval of such sub-contracting, I (we) agree to perform such item or items of wor with my (our) own organization, in full compliance with all applicable terms of this Proposal.

NOTE: Bidder will insert below a list of the specific Pay Items and Quantities thereof which he proposes t sub-contract, and the names and addresses of the persons or firms to whom he proposes to sub-contract, and the names and addresses of the persons or firms to whom he proposes to sub-contract each Item.

| Pay Item No | <u> </u> | | |
|--|--|-----------------------------|--|
| To | (quantity) | of | (description) |
| Pay Item No. | : | | |
| То | (quantity) | of | (description) |
| Pay Item No | (quantity) | | (description) |
| То | (quantity) | of | (besorthing) |
| Pay Item No | (quantity) | | (description) |
| To | | of | |
| Pay Item No | (quantity) | | (description) |
| | | of | _ |
| Pay Item No. | (quantity) | | (description) |
| To | | | · · · · · · · · · · · · · · · · · · · |
| Pay Item No. | (quantity) | _ , _ | (description) |
| To | | of | (|
| I hereby certify persons or firms names. | that the persons or firms | | e as sub-contractors with the knowledge and consent of the |
| | | By | |
| event that the sub-contractor or subcontractor I (we) hereby ce | ctor(s) named herein are ors shall execute the follow | approved by the ving: | ed bidder, for the performance of the work, and in the furthe Board of Supervisors and the State Aid Engineer, the sub- actors on the above items was and is with our knowledge an |
| consent. | | | |
| | | | |
| 20 | | | |
| 20 | – – – – – – – – – – – – – – – – | . | |

SECTION 902 PROPOSAL SHEET (2-A)

For the construction of: BRIDGE REPLACEMENT PROJECT on 0.122 mile(s) of county road known as COUNTY ROAD 352 in Lafayette County, Mississippi under Project No. ERBR-LSBP-36(34)

I (we) agree to complete the entire project within 90 Working Days.

SPECIAL NOTICE TO BIDDERS BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED

| Ref. | Pay | Description | Approx. | Ünit | Unit Pric | e | Item Tot | al |
|------|----------------------------|---|-----------|----------|---------------|------------------|---------------------------------------|-------------|
| No. | Item No. | | Quantity | | Dollars | Cents | Dollars | Cents |
| | Roadway Items | | | | | | | |
| 1 | S-200-A | MOBILIZATION | Lump Sum | LS | ххххххххх | XXXXXX | 72,000 | ∞ |
| 2 | S-201-A | CLEARING AND GRUBBING | Lump Sum | LS | xxxxxxxxxx | XXXXXX | 36,920 | ∞ |
| 3 | S-202-B | REMOVAL OF BRIDGE (STA. 12+19) | 1.000 | UN | 9,000 | 00 | 9,000 | 8 |
| 4 | S-202-E | REMOVAL OF PIPE (ALL SIZES) | | LF | 77 | | <u> </u> | α |
| 5 | 901-S-202-F | REMOVE AND RELAY RIPRAP | 100,000 | .SY | 15 | <u> </u> | 1,500 | 00 |
| 6 | S-203-A | UNCLASSIFIED EXCAVATION (FM) | 400.000 | CY | 5 | α | 2,000 | 90 |
| 7 | S-203-H | EXCESS EXCAVATION (FM) | 351.000 | CY | 8 | 00 | 2,808 | \bigcirc |
| 8 | S-304-B | GRANULAR MATERIAL, (CLASS 4, GROUP "C") | 1,173.640 | TON | 31 | - 11 | 36,492 | 94 |
| 9 | S-603-C-A | 18" REINFORCED CONCRETE PIPE, CLASS III | 152.000 | LF | 43 | 20 | 6,566 | 40 |
| 10 | S-603-C-A | 24" REINFORCED CONCRETE PIPE, CLASS III | 72.000 | <u> </u> | 54 | ∞ | 3,888 | 00 |
| 11 | S-617-A | RIGHT-OF-WAY MARKERS (TYPE I) | 20.000 | EA | 185 | 00 | 3,700 | 00 |
| 12 | S-618-A | MAINTENANCE OF TRAFFIC | Lump Sum | LS | XXXXXXXXX | XXXXXX | 2,700 | 00 |
| 13 | S-618-B | ADDITIONAL CONSTRUCTION SIGNS | 0.000 | SF | 10 | 00 | 00 | 00 |
| 14 | S-630-C | REFLECTORIZED TRAFFIC OBJECT MARKER (ENCAPSULATED LENS)(TYPE 3) | 4.000 | EA | 150 | ∞ | 600 | <i>c</i> o. |
| | | | | | Subtotal Road | lway Items | 179.175 | 43 |
| | Erosion Control Ite | ems | | | | | · · · · · · · · · · · · · · · · · · · | |
| 15 | S-212-B | COMMERCIAL FERTILIZER (13:13:13) | 0.950 | TON | 2,200 | .00 | 2,090 | 00 |
| 16 | S-212-F | AMMONIUM NITRATE | 0.010 | TON | 4,500 | 00 | '45 | 60 |
| 17 | S-214-A | SEEDING | 0.950 | ACRE | 2,700 | $\tilde{\alpha}$ | 2,565 | 00 |

Wh

(79,195.34) (b)

| ef. | Pay | Description | Арргох. | Unit | Unit Price | e | Item Tot | al |
|-----|--------------|---|------------|------|---------------------|-------------|--------------------|------------------|
| No. | Item No. | | Quantity | | Dollars | Cents | Dollars | Cents |
| | S-215-A | VEGETATIVE MATERIALS FOR MULCH | 2.850 | TON | 1.000 | OD | 2,850 | <u> </u> |
| | S-227-A | EXCELSIOR BLANKET | 500.000 | SY | 7.5 | <i>3</i> D | 2 650 | 00 |
| | S-233-A | TEMPORARY SILT FENCE (TYPE I) (AOS 0.15 mm - 0.84 mm) | 500.000 | LF | 8 | 00 50 | 4,000 | QD |
| 21 | 237-A | WATTLES, 20" | 80.000 | LF | | <i>5</i> 0 | 920 | 00 |
| | S-815-A | LOOSE RIPRAP, 300 LB | 400.000 | TON | 58 | 00 | 23, 200 | $C_{\mathbb{Q}}$ |
| | S-815-E | GEOTEXTILE UNDER RIPRAP, (TYPE V) (AOS 0.21 mm - 0.43 mm) | 560.000 | SY | 3 | 00 | 1,680 | 00 |
| | | | | Su | ubtotal Erosion Con | trol Items | 40,000 | 00 |
| | Bridge Items | | | | | سر ف | | |
| 24 | S-803-A | TEST PILE | 2.000 | | 9,834 | 5 5 | 18,449 | 0 |
| 25 | S-803-B | CONVENTIONAL STATIC PILE LOAD TEST | 0.000 | | 4,000 | | | 00 |
| 26 | 5-803-C | 18" PRESTRESSED CONCRETE PILING | 1,270.000 | | 100 | <u> 8</u> L | 135,648 | 70 |
| 27 | S-803-F | 22" PRE-FORMED PILE HOLE | 540.000 | | 10 | 00 | 5,400 | ØD |
| 28 | 901-S-804-A | BRIDGE CONCRETE, CLASS "A" | 189.190 | CY | 1/183 | 70 | 223,944 | 30 |
| 29 | 901-S-804-C | 40' PRESTRESSED CONCRETE BEAM, TYPE I+2 | 318.000 | LF | 133 | 37 | 42,411 | 66 |
| 30 | 901-S-804-C | 80' PRESTRESSED CONCRETE BEAM, TYPE I+2 | 319.000 | | کها ا | 83 | 53 ₅₃ 7 | \mathcal{L} |
| 31 | S-805-A | REINFORCEMENT | 38,672.000 | - | <u> </u> | 19 | य6,019 | 801 |
| 32 | S-813-A | CONCRETE RAILING | 320,000 | LF | 69 | _วร | 22,320 | 00 |
| 33 | S-815-A | LOOSE RIPRAP, 300 LB | 408.000 | TON | 58 | _00 | 23,664 | 00 |
| | S-815-E | GEOTEXTILE UNDER RIPRAP, (TYPE V) (AOS 0.21 mm - 0.43 mm) | 750.000 | SY | 3 | 00 | 2,250 | 00 |
| | | | | | Subtotal B | ridge Items | 373,645 | 11 |
| | | | | | | Total Bid | 792,820 | 54 |

SECTION 902 - Proposal (Continued)

I(we) further propose to perform all "force account or extra work" that may be required of me(us) on the basis provided in the Specifications and to give such work my(our) personal attention in order to see that it is economically performed.

I (we) further propose to execute the attached contract agreement (Section 903) as soon as the work is awarded to me (us) and to begin

and complete the work within the time limit provided for in the Specifications and Notice to Contractors. I (we) also propose to execute the attached contract bond (Section 904) in an amount not less than one hundred (100) per cent of the total of my (our) bid. This bond shall not only serve to guarantee the completion of the work on my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.) Dollars and hereby I (we) enclose a certified check (bid bond) for 500 agree that in case of my (our) failure to execute the contract and furnish bond within FIFTEEN (15) days after notice of award, the amount of , State of Mississippi, as liquidated this check (bid bond) will be forfeited to the County of) damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications. Respectfully submitted, Signed (To be filled in if a corporation) Our corporation is chartered under the Laws of the State of business addresses of the executives are as follows: Address u Address h 17 1) 1) 11

Address

Proposed Guaranty

Insert here or attached hereto certified check or Proposal Guaranty Bond in the amount as required in the Notice to Contractors.

Each agent representing such Surety Company must file with the contracting county his power of attorney duly executed by said Surety Company.

AFFIDAVIT OF PUBLICATION THE CLARION-LEDGER

ELLIOTT & BRITT ENGINEERING PO BOX 308 OXFORD, MS 38655 ATTN SISSY NEILSON

Acct# TCL C45487

Ad Number: 0000354381

STATEOF WISCONSIN COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is a Legal Advertising Representative of The Clarion-Ledger, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly swom, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

Was published in said newspaper in the issue(s) of:

12/23/2020; 12/30/2020

SWORN to and subscribed before me on December 30th, 2020.

Notary Public. State of Wisconsin, County of Brown

9-19.21

My commission expires

VICKY FELTY Notary Public State of Wisconsin

(SEAL)

INFRASTRUCTURE MODERNIZATION ACT OF 2018 EMERGENCY ROAD AND BRIDGE REPAIR FUND PROJECT AND BOARD OF SUPERVISORS OF LAFAYETTE COUNTY

SECTION 900

NOTICE TO CONTRACTORS: Sealed bids will be received by the Board of Supervisors of Lafayette County, Mississippi in the Boardroom of the Lafayette County Chancery Building, 300 N. Lamar Blvd., Oxford, Mississippi, until 3:00 p.m. local time on the 1st day of February, 2021 and publicly opened and read aloud for the construction of 0.122 miles of BRIDGE AND APPROACHES on COUNTY ROAD 352 being known as Project No.ERBR-LSBP-36(34) in Lafayette County, Mississippi.

| PRINCIPAL ITEMS OF WORK ARE APPROXIMATELY AS FOLLOWS: | QUANTITY | UNIT |
|--|---|---|
| RDADWAY ITEMS: | | |
| MOBILIZATION CLEARING AND GRUBBING REMOVAL OF BRIDGE (STA. 12+19) REMOVAL OF ALL PIPE (ALL SIZES) REMOVE AND RELAY RIPRAP UNCLASSIFIED EXCAVATION (FM) EXCESS EXCAVATION (FM) GRANULAR MATERIAL, (CLASS 4, GROUP "C") 18" REINFORCED CONCRETE PIPE, CLASS III | LUMP SUM LUMP SUM 1,000 143,000 100,000 400,000 351,000 1,173,640 152,000 | LS LS UN LF SY CY CY TON LF |
| 24" REINFORCED CONCRETE PIPE, CLASS III RIGHT OF WAY MARKERS (TYPE I) MAINTENANCE OF TRAFFIC ADDITIONAL CONSTRUCTION SIGNS REFLECTORIZED TRAFFIC OBJECT MARKER (ENCAPSULATED LENS)(TYPE 3) | 72,000 20,000 LUMP SUM 0,000 4,000 | LF EA LS SF EA |
| EROSION CONTROL ITEMS: | | |
| COMMERCIAL FERTILIZER (13:13:13) AMMONIUM NITRATE SEEDING VEGETATIVE MATERIALS FOR MULCH EXCELSIOR BLANKET SY | 0.950 0.010 0.950 2.850 500.000 | TON TON AC TON |
| TEMPORARY SILT FENCE (TYPE I) (AOS 0.15mm—0.84mm) WATTLES, 20° LOOSE RIPRAP, 300 LB. GEOTEXTILE UNDER RIPRAP (TYPE V), (AOS 0.21mm-0.43mm) | 500.000 80.000 400.000 560.000 | LF LF TON SY |
| BRIDGE ITEMS: | | |
| TEST PILE CONVENTIONAL STATIC PILE LOAD TEST 18" PRESTRESSED CONCRETE PILING 22" PRE-FORMED PILE HOLE BRIDGE CONCRETE, CLASS "A" 40' PRESTRESSED CONCRETE BEAM, TYPE I+2 80' PRESTRESSED CONCRETE BEAM, TYPE III REINFORCEMENT CONCRETE RAILING LOOSE RIPRAP, 300 LB GEOTEXTILE UNDER RIPRAP, (TYPE V), (AOS 0.21mm-0.43mm) NOTICE TO CONTRACTORS: | 2.000 0.000 1,270.000 540.000 189.190 318.000 319.000 38,672.000 408.000 750.000 | AA THY THE HONSY |
| CONTRACT TIME: 90 Working Days | | |

BASIS OF AWARD.

The award, if made, will be made to the lowest qualified bidder on the basis of published quantities.

The Board of Supervisors hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement; minority business enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

PLANS AND SPECIFICATIONS are on file in the Office of the Chancery Clerk of Lafeyette County, the County Engineer's office and the Office of the State Aid Engineer, 412 E. Woodrow Wilson Avenue, Jackson, Mississippi. This project shall be constructed in accordance with the latest edition of the Mississippi Standard Specifications for State Aid Road and Bridge Construction.

PLANS AND PROPOSALS may be secured from Larry L. Britt, County Engineer for Lafayette County, Mississippi, P.O. Box 308, 823 North Lamar Blvd., Dxford, MS 38655, 662-234-1763. The Cost is seventy-five dollars (\$75.00) for plans and thirty dollars (\$30.00) for the proposal, non-refundable.

Official bid documents can be downloaded at www.centralbidding.com. Electronic bids may be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

Certified check or bid bond for five percent (5%) of the total bid, made payable to Lafayette County and the State of Mississippi must accompany each proposal.

Bidders are hereby notified that any proposal accompanied by letters qualifying in any manner the condition under which the proposal is tendered will be considered an irregular bid and such proposal will not be considered in making the award.

Bidders are hereby notified that any proposal that is submitted as a stripped bid will be considered an irregular bid and such proposal will not be considered in making the award.

Mike Roberts, President Lafayette County Board of Supervisors

CL-0000354361

AGREEMENT FOR ENGINEERING SERVICES PROJECT NO. ERBR-LSBP-36(34) LAFAYETTE COUNTY, MS

This Agreement, made this the 3rd day of February, 2020, by and between the Lafayette County Board of Supervisors, Lafayette County, Mississippi, hereinafter called the OWNER and Elliott & Britt Engineering, P.A. Oxford, Mississippi, hereinafter called the ENGINEER, Larry L. Britt, PE, Mississippi Certificate Number 7193, will be the Engineer of Record under this agreement.

WHEREAS, the OWNER intends to replace Bridge No. SA3600000000127 in Lafayette County, Mississippi with funds provided under the Emergency Road and Bridge Repair Fund.

WHEREAS, the ENGINEER agrees to provide all professional engineering services, including Preliminary Engineering, Construction Engineering and Inspection, Environmental Report, ROW Survey Plats & Description, and Utility Staking for said work, known as Emergency Road and Bridge Repair Project No. ERBR-LSBP-36(34) which part of the funds has been provided for this activity.

By execution of this Agreement, the OWNER authorizes the ENGINEER to provide professional services under this Agreement.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A ENGINEERING SERVICES

- a. The ENGINEER will provide engineering services as detailed and required in the Memorandum of Agreement between the Mississippi Transportation Commission and Lafayette County, Mississippi.
- b. The ENGINEER will provide general engineering construction observation. The Engineer does not guarantee the performance of the contractor(s) by the ENGINEER's performance of such general engineering construction observation. The ENGINEER'S undertaking for Engineering Services hereunder will not relieve the CONTRACTOR of his obligation to perform the work in conformity with the

plans and specifications and in a workmanlike manner; will not make the ENGINEER and insurer of the CONTRACTOR'S performance; and will not impose upon the ENGINEER the obligation to see to it that the work is performed in a safe manner. This will be the responsibility of the CONTRACTOR(S) as set out in the project contract documents.

- c. The ENGINEER will work closely with Project Administrator who is the OWNER'S representative for management of the project.
- d. The ENGINEER will cooperate and work closely with representatives of State agencies involved in the project.
- e. The ENGINEER will review and approve estimates for progress and final payments.
- f. The ENGINEER will make final inspection of all construction and a written certification of final inspection to the OWNER.
- g. The ENGINEER will provide the Project Administrator with a copy of the construction contractor's estimate for payment.
- h. The ENGINEER will provide the Project Administrator with a copy of the Certificate of Completion for the construction activities.

SECTION B COMPENSATION FOR ENGINEERING SERVICES

The OWNER will compensate the ENGINEER for Engineering Services based on the following percentage or as allowed by MDOT:

Preliminary Engineering +/- 4.8% of Construction Cost
 Construction Engineering & Inspection +/- 7.2% of Construction Cost
 Environmental Report \$6,500.00

The compensation for engineering will be paid on a monthly basis as services are completed not to exceed the stated allowances. Construction Engineering & Inspection services will be paid on a monthly basis as a percentage of completion of construction.

SECTION C ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing services, the following services may be required upon authorization of the OWNER.

- 1. Appearance before courts or board on matters of litigation related to the project.
- 2. Any additional work authorized and approved by the OWNER.

Payment for the services specified in this Section C will be in accordance with the schedule set out in Section D hereof. The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, for compensation for services performed hereunder.

SECTION D SCHEDULE OF RATES AND CHARGES FOR ADDITIONAL ENGINEERING SERVICES

DATE DED LIGHT

| SURVEY PARTY & EQUIPMENT | RATE PER HOUR |
|-------------------------------------|---------------|
| Survey Crew | \$125.00 |
| CONSTRUCTION OBSERVATION | |
| | |
| Resident Construction Observer | \$ 65.00 |
| | |
| ENGINEERING AND GENERAL SUPERVISOR | |
| Principal or Officer of Firm (P.E.) | \$125.00 |
| Engineering Technician | \$75.00 |
| Office Employee | \$56.00 |
| | |

SECTION E GENERAL TERMS AND CONDITIONS

Relationship Between Engineer and Owner. The Engineer will serve as Owner's professional engineering consultant in those phases of the project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture of partnership with the other. The Engineer will not be considered to be the agent of the Owner.

Responsibility of the Engineer. The Engineer will strive to perform services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by other professionals currently practicing in the same locality under similar conditions. No other representative expressed or implied and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Owner and any other party concerning the Project, the Engineer will not have control or be in charge of and will not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions of programs of the Owner, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services of the Project. Nor will the Engineer be responsible for the acts or omissions of the Owner, or for the failure of the Owner, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

The Engineer will determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.

Responsibility of the Owner. The Owner will provide all criteria and full information as to Owner's requirements for the Project, including budgetary limitations. The Owner will arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. The Owner will give prompt written notice to the Engineer whenever Owner observes or otherwise becomes aware of any development that affects the cope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

The Owner will examine all documents presented by Engineer, obtain advice of any attorney or other consultant as Owner deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

Acquire property for easements and right-of-ways required for construction of the project.

Give prompt written notice to Engineer whenever, Owner observes or otherwise becomes aware of any development that affects the scope of timing of Engineer's services, or any defect or nonconformance in the work of the Engineer or of any Contractor.

<u>Designation of Authorized Representative.</u> Each party will designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated will review and respond promptly to all communications received from the party.

Reuse of Documents. All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. They should not be used by Owner or others on extensions of the Project or any other project. Any reuse, without written verification or adaptation by Engineer, will be at Owner's sole risk, and Owner will indemnify and hold harmless Engineer from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom.

Opinions of Cost. Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction cost will not vary from his opinions or estimates of construction cost.

The Engineer will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents and to make reasonable adjustments in the extend of the Project to bring it with the budget.

<u>Charges.</u> Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Owner will negotiate appropriate Adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.

<u>Subcontracts.</u> The Engineer may subcontract portions of the service, but each subcontractor must be approved by Owner in writing.

<u>Suspension of Services.</u> The Owner may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order Engineer will immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Owner, however, will pay all costs associated with suspension including all costs necessary to maintain

continuity and the staff required to resume the services upon expiration of the suspension of work order. The Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed, in the event the period of any suspension exceeds thirty (30) days. The Owner will reimburse Engineer for the costs of such suspension and re-mobilization.

<u>Termination.</u> This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Owner under the same terms, whenever Owner will determine the termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date will be reimbursed by Owner.

<u>Notices.</u> Any notice or designation required to be given by either party hereto will be in writing and unless receipt of such notice is expressly required by the terms hereof, will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party will hereinafter furnish to the other party by written notice as herein provided.

<u>Indemnification.</u> The Engineer will indemnify and hold harmless Owner from Owner's loss or expense including reasonable attorney's fees for claims for personal injury (including death) or property damage arising out of the sole negligent act, error or omission of Engineer.

The Owner will indemnify and hold harmless Engineer from Engineer's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) on property damage arising out of the sole negligent act, error or omission of Owner.

In the event of joint or concurrent negligence of Engineer and Owner, each will bear that portion of the loss ore expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage.

The Engineer will not be liable for special, incidental or consequential damage, including, but not limited to; loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reason of the services rendered under this Agreement.

Legal Proceedings. In the event Engineer's employees are at any time required by Owner to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such proceeding, Owner will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision will be of no effect if the parties have agreed in a separate agreement of an amendment to this Agreement to terms which specifically superseded this provision, nor will this provision apply in the event Owner engages Engineer to provide expert testimony or litigation support, which services will be the subject of a separate agreement or an amendment to this Agreement.

<u>Successors and Assigns.</u> The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assign; provided however, that neither party will assign this Agreement in whole nor in part without the prior written approval of the other.

Insurance. Within the context of prudent business practices, Engineer will endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with maximum limits of \$1,000,000/\$1,000,000; automotive liability with maximum limits of \$1,000,000/\$1,000,000. The Owner recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverages identified above.

<u>Period of Repose.</u> Any applicable statute of limitations will commence to run and any alleged course of action will be deemed to have accrued not later than the completion of services to be performed by Engineer.

<u>Conflicts.</u> In the event of a conflict between the main text of the Agreement and any appendix thereof, provisions of the main text will govern.

<u>Third Party Exclusion.</u> This Agreement will not create any rights or benefits to parties other than the Owner and Engineer except either such rights as may be specifically called for herein.

<u>Hazardous Materials.</u> When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. The

Owner hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. The Owner agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. The Engineer agrees to notify Owner as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials are encountered. The Owner waives any claim against Engineer and agrees to indemnify, defend and hold Engineer harmless from any claim or liability for injury or loss arising from Engineer's encountering unanticipated hazardous materials or suspected hazardous materials. The Owner also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.

<u>Force Majeure.</u> Neither Owner nor Engineer will be liable for any fault or delay caused by a contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

<u>Compliance with laws.</u> To the extent they apply to its employees or its services, the Engineer will comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.

<u>Severability of Invalid Provisions</u>. If any provisions of the Agreement will be held to contravene or be invalid under the laws of any particular state, country or jurisdiction where used, such contravention will not invalidate the entire Agreement, but it will be construed as of not containing the particular provisions or provisions held to be invalid in the particular state, country, jurisdiction and the rights or obligations of the parties hereto will be construed and enforced accordingly.

<u>Governing Law.</u> This Agreement will be governed by and construed in accordance with the laws of the State of Mississippi.

<u>Amendment.</u> This Agreement will not be subject to amendment unless another instrument is executed by duly authorized representative of each of the parties.

Entire Understanding of Agreement. This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no

warranties, representatives, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein., Owner and Engineer hereby agree that any purchase orders, invoices, conformation, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement will be null, void and without effect to the extent they conflict with the terms of this Agreement.

<u>Subsurface Conditions and Utilities.</u> The Owner recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's sub-consultants with appropriate equipment may fail to detect certain hidden conditions. The Owner also recognizes that actual environmental, geologic and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

The Engineer will locate utilities which will affect the project from information provided by the Owner and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, or information from others, Engineer cannot and does not warrant their completeness and accuracy.

SECTION F

- 1. It is further agreed that, the Owner will by appropriate resolution, adopt, and ratify this Agreement and enter upon their minute book.
- The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Owner will have the right to annul this Agreement without liability, or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fees, commission, percentage, brokerage fee, gift or contingent fee.

3. In keeping with Special Conditions Number 4, third party contracts, the Engineer accepts the following conditions:

Right to Audit. Access to Project as a participating party, the Engineer Assures the Owner that it will keep and maintain books, records and other documents relating directly to the receipt and disbursement of these grant funds: and (ii, any duly representation of the Governor's Office of Federal-State Programs, Department of Community Development, the U.S. Department of Housing and Urban Development (HUD) and/or the Controller General of the United States) will, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records and other documents as well as granting access to any portion of this project, your firm, as a Participating Party until the completion of all close out procedures respecting the above referenced grant and the final settlement and conclusion of all issues arising out of this grant.

IN WITNESS THEREOF, the parties hereto, have executed or caused to be executed by their authorized officials, this AGREEMENT, in duplicate on the respective dates indicated below.

| (SEAL) | LAFAYETTE COUNTY BOARD OF SUPERVISORS |
|--|--|
| BY: Mike Notes Board President Sherry Wall Chancery Clerk Date: 2 2 2021 | Mike Roberts, Board President Cl Date: 222021 |
| ATTEST: BY: CHARA PULLIN Angela Pilcher, Office Manager Date: 2-2-2020 | ELLIOTT & BRITT ENGINEERING/P BY: Larry L. Britt, PE, PS, President Date: |
| | A COLUMN THE THE PARTY OF THE P |

ORDER: DESIGNATE LARRY BRITT AS ENGINEER OF RECORD FOR ERBR SA36-127-LS6P-26(34)

Motion was made by Larry Gillespie, duly seconded by Chad McLarty, to designate Larry Britt as Engineer of record for ERBR SA36-127.

The vote on the motion was as follows:

Supervisor Brent Larson, voted yes Supervisor Larry Gillespie, voted yes Supervisor David Rikard, voted yes Supervisor Chad McLarty, voted yes Supervisor Mike Roberts, voted yes

After the vote, President Roberts, declared the motion carried, this the 3rd day of February, 2020.

Mike Roberts, President Board of Supervisors Sherry Wall, Chancery Clerk

BOARD OF SUPERVISORS LAFAYETTE COUNTY, MISSISSIPPI

SUPERVISORS

BOARD MEETS 1ST & 3RD Monday

C72 0F0 00

District 1 - Brent Larson

District 2 - Larry Gillespie

District 3 – David Rikard

District 4 - Chad McLarty, Vice-President

District 5 - Mike Roberts, President

David O'Donnell, Attorney

Lisa Carwyle, Administrator

February 2, 2021

Melinda L. McGrath, P.E. Executive Director Mississippi Department of Transportation 401 N. West Street Jackson, MS 39201

Dear Ms. McGrath,

RE: Request for Funding for ERBR-LSBP-36(34), Lafayette County

We are requesting the transfer of ERBR Funds authorized by Section 7 and 8 of House Bill 1, 2018 First Extraordinary Legislative Session, and in accordance with our executed ERBR Memorandum of Agreement (MOA) with the Mississippi Transportation Commission as outlined below. We hereby certify that prof essional services and the letting of construction projects have been procured in compliance with state law and MOA.

| \$ | 6/2,850.00 |
|-----|-----------------------|
| (\$ | 16,000,00)_ |
| \$ | 656,850.00 |
| | |
| \$ | 792,840.45 |
| | |
| (\$ | 656,850.00) |
| \$ | 38.056.00 |
| \$ | 57,084.00 |
| \$ | 39,642.00 |
| | \$ (\$ \$ \$ |

Page 2 February 2, 2021 Request for Funding for ERBR-LSBP-36(34), Lafayette County

REIMBURSEMENT TO STATE FOR:

| TESTING | \$ 2,829.72 |
|--|---------------|
| ENVIRONMENTAL | \$ 2,242.00 |
| Amount of shortfall that Lafayette County has to fund with the | |
| LSBP Funds | \$ 275,844.17 |

Please see attached Board Orders from Lafayette County showing the amount of the shortfall to be covered by LSBP Funds.

We appreciate your assistance.

Mike Roberts, President

Lafayette County Board of Supervisors

IN THE MATTER OF
ERBR-LSBP-36(34)
COUNTY ROAD 352
CONSTRUCTION OF BRIDGE AND APPROACHES

ORDER OF THE BOARD OF SUPERVISORS

BE IT REMEMBERED on February 1, 2021 the Board did receive bids for Project No. ERBR-LSBP-36(34).

THERE NEXT CAME ON FOR CONSIDERATION on February 1, 2021 a recommendation from Larry L. Britt, County Engineer, to award the bid to N. L. Carson Construction Co, Inc.. which had the low bid of \$792,840.45.

After discussion, on motion made by Supervisor David Rikard, duly seconded by Supervisor Chad McLarty and unanimously approved by the Board members, it is hereby ordered to award the bid pertaining to Project Number ERBR-LSBP-36(34) for construction of a bridge and approaches on County Road 352 to N. L. Carson Construction Co., Inc. which had the low bid of \$792,840.45. Supporting documentation is made a part of this order.

SO ORDERED this 1st day of Tebruam, 2021.

LAFÁYETTE COUNTY BOARD OF SUPERVISORS

MIKE POREPTS PRESIDEN

IN THE MATTER OF ERBR-LSBP-36(34) COUNTY ROAD 352 CONSTRUCTION OF BRIDGE AND APPROACHES

ORDER OF THE BOARD OF SUPERVISORS

NOW, THEREFORE, BE IT ORDERED, that the LAFAYETTE COUNTY BOARD OF SUPERVISORS authorizes the use of LAFAYETTE County LSBP Funds to pay the amount of \$270,772.45 for Construction, Preliminary Engineering, CE&I AND Contingencies cost for Project No. ERBR-LSBP-36(34) along with the funds to repay State Aid for the funds that were paid out for this project under LSBP-36(34) before it was cancelled, in the amount of \$5,071.72. Therefore a total of \$275,844.17 will be paid out of Lafayette County LSBP funds.

SO ORDERED this ________, day of <u>February</u>______, 2021.

LAFAYETTE COUNTY BOARD OF SUPERVISORS

Y: MY DODEDTS DDES!

Chancery Clerk

IN THE MATTER OF CANCELLATION OF STATE AID PROJECT NO. LSBP-36(34)

ORDER OF THE BOARD OF SUPERVISORS

THIS DAY, there came on for consideration by the Board of Supervisors of Lafayette County, Mississippi the authorization of the cancellation of State Aid Project No. LSBP-36(34).

IT IS THEREFORE ORDERED by the Board of Supervisors of Lafayette County, Mississippi, that this project be cancelled through the Office of State Aid Road Construction.

BE IT ALSO ORDERED by the Board of Supervisors of Lafayette County, Mississippi, that the re-payment amount of LSBP funds paid out on this project of \$5,071.72 will be paid out of Lafayette County's LSBP funds.

SO ORDERED this kt day of February, 2021.

LAFAYETTE COUNTY BOARD OF SUPERVISORS

MIKE ROBERTS, PRESIDENT