

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON) CONTRACT FOR ENGINEERING SERVICES
FOR BAGPIPE ROAD ROADWAY AND
DRAINAGE IMPROVEMENTS

THIS AGREEMENT is entered into by and between the County of Lexington, 212 South Lake Drive, Suite 503, Lexington, South Carolina 29072 (hereinafter referred as "County"), and Michael Baker International, Inc., 700 Huger Street, Columbia, SC, 29201 (hereinafter referred to as "Company").

NOW THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. **Scope of Contract.** Company shall provide all of the work and services required by 2021-RFPQ-03, which is incorporated herein and made a part hereof, for the **Engineering Services for Bagpipe Road Roadway and Drainage Improvements.**
2. **Term of Contract.** The term of this contract shall commence on **May 1, 2021** and shall continue for a period of duration of completion of the Bagpipe Road Roadway and Drainage Improvements project. This contract may be extended upon County written notice not less than **thirty (30) days** prior to the expiration of the initial term or any extension hereof.
3. **Compensation.** County agrees to pay Company according to the schedule of charges attached hereto and incorporated herein as Exhibit A and there shall be no deviation from these charges without a written change order as provided for herein. The charges shall include all tariffs, taxes, fees and other assessments imposed from time to time by any federal, state, or local governments.
4. **Payment Terms.** Invoicing will be allowed on a monthly basis. Application for payment shall reflect services completed through the last day of the month. Payment of invoices shall be due within thirty (30) days after receipt of an accurate, undisputed, and properly submitted invoice to the County after acceptance of completed order/project.
5. **Insurance.** Company shall provide insurance as set forth in the BID.
6. **Modification / Change Orders.** Any change orders, alternations, amendments or other modifications hereunder shall not be effective unless reduced to writing, signed by the County and Company, and executed with the same formality as this contract.
7. **Termination.** This contract may be terminated pursuant to the BID.
8. **Warranty.** Company's services are warranted to be performed in a timely and workmanlike manner and such services shall meet in addition to the response to the BID.
9. **Indemnification.** Company shall provide indemnification as set forth in the BID.
10. **Breach / Waiver.** No term or provision hereof shall be deemed waived unless breach thereof is waived in writing and signed by the party claimed to have waived and consented. No consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall constitute a consent to, or waiver of, or excuse for, any difference or subsequent breach.

11. **Severability.** If any term or provision of this contract shall be found to be illegal or unenforceable, then, notwithstanding any such illegality or unenforceability, the remainder of said contract shall remain in full force and effect and such term or provision shall be deemed to be deleted and severable there from.

12. **Entire Agreement and Priority of Documents.** This document, together with all subordinate and other documents incorporated by reference herein, will constitute the entire agreement between the parties with respect to the subject matter contained herein and may only be modified by an amendment executed in writing by both parties. Company hereby agrees, except where this contract specifically indicates otherwise, all written bids, specifications, brochures and sales materials presented by Company to County leading to this contract, and all other Company representations, commitments, warranties prior to and in connection with this contract, shall be deemed to be, and are, incorporated by reference into and made a part of this contract. Except as otherwise expressly stated, in the event of a conflict in the interpretation of the contract, the order of priority in descending order is (I) this document, (ii) the BID, and then (iii) the Response.

IN WITNESS WHEREOF, the Company and the County have signed and executed this contract this
28 day of April, 2021.

WITNESSES:

Dylan Windham

Digitally signed by Dylan Windham
DN: cn=Dylan Windham, email=Dylan.Windham@mbi.com,
c=US, ou=Michael Baker International, inc., ou=Contract
Office - Charleston, cn=Dylan Windham
serial=2021.04.29 14:11:05Z

MICHAEL BAKER INTERNATIONAL, INC.

BY: Helen Renee Tison Digitally signed by Helen Renee
Tison
Date: 2021.04.29 23:58:29 -04'00'

ITS: Vice President

**COUNTY OF LEXINGTON,
SOUTH CAROLINA**

BY: Madison Stack

Madison Stack
Director of Procurement



Angela M. Seymour
Procurement Officer