

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
MADISON COUNTY, MISSISSIPPI
AND
MSEG, INC.**

This Professional Services Agreement (this “Agreement”) is made by and between the Board of Supervisors of Madison County, Mississippi (“County”), existing under the laws of the State of Mississippi, and Mississippi Engineering Group (MSEG), Inc., a Delaware corporation (“Engineer”).

Witnesseth:

Whereas, Engineer desires to provide engineering, planning, surveying, right of way and related services (“Services”) to County on an as-needed basis, and County desires to retain the services of Engineer in accordance with the terms hereinafter set forth:

Now, Therefore, in recognition of and in reliance on the foregoing recitals, and in consideration of the mutual promises and covenants hereinafter set forth, and in exchange for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, County and Engineer agree as follows:

- I. **Services.** Engineer shall perform and provide to County the professional services (the “Services”) to be described on one or more written task orders (each, a “Task Order”), a form of which is attached to this Agreement as Exhibit “B”, and in accordance with the Terms and Conditions as further set forth in this Agreement .
- II. **Compensation and Payments.** County shall pay Engineer for the Services in accordance with Exhibit “A” attached to this Agreement and each applicable Task Order.
- III. **Effective Date and Time**
 - A. This Agreement shall be effective by and between the parties from and after the last date of execution of this Agreement by Engineer or County.
 - B. Engineer shall commence performance of the Services described in each Task Order immediately upon receipt of a fully executed copy of the applicable Task Order and shall faithfully, diligently, and completely perform such Services in accordance with this Agreement and each respective Task Order.

Terms and Conditions

Article I THE SERVICES

1-1 Services

- 1-1-1 Engineer shall perform the Services to be described in the Scope of Work of one or more respective Task Orders, the terms and provisions of each of which are incorporated herein by reference. The form of Task Order attached as Exhibit "B".
- 1-1-2 Services which may be provided under this Agreement may include, but are not limited to the following:
- General Consultation
 - Planning, Feasibility Analyses, and Evaluations
 - Design Phase Engineering & Survey Services
 - Construction Phase Engineering & Survey Services
 - Program Management
 - Economic Development Planning and Support
 - Funding Analyses, Capital Budgeting and Related Services
- 1-1-3 Any Subconsultant(s) or independent contractor(s) retained by Engineer to assist in the performance of the Services or any of Engineer's other obligations under this Agreement shall, as a condition to performing any work associated with any Project, agree with and be bound by the terms and conditions of this Agreement, including, without limitation, the indemnification and insurance requirements of this Agreement.

1-2 Standards of Practice

- 1-2-1 Services performed by Engineer under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any Task Order, or in any report, opinion, document or otherwise.

1-3 Changes in the Scope of Services

- 1-3-1 The Scope of Services set forth in each Task Order will be based on facts known at the time of execution of the Task Order, including, if applicable, information supplied by the County. For some projects involving conceptual or process development services, the scope may not be fully definable during initial phases. As the project progresses, facts discovered may indicate that scope must be redefined. Changes in scope may warrant Additional Services which are not a part of the agreed upon compensation described in the Task Order. Additional Services shall be paid for by the County in accordance with Engineer's prevailing hourly rate schedule.

- 1-3-2 If complications or other unforeseen factors cause a change in the scope of work that cause Engineer to exceed the established scopes, schedules, or budgets, Engineer will notify the County and proceed on an agreed upon basis.
- 1-3-3 County reserves the right to increase or decrease the Scope of Work performed by Engineer in any Task Order. In such an event, and upon County's request, Engineer shall submit to County a proposal in support of the subject increase or decrease in scope, which shall include cost and schedule, as appropriate, for each such respective change.
- 1-3-4 Engineer shall not perform Additional Services, without prior, written approval by County.

**Article II
REPRESENTATIONS**

- 2-1 Engineer represents that it is knowledgeable of applicable federal, state and local laws, codes, rules, and regulations generally applicable to the Services performed or work produced by Engineer.
- 2-2 Engineer represents that it is, or will be at the time of execution of the applicable Task Order, qualified to perform the Services set forth or otherwise contemplated by each Task Order, and Engineer is properly licensed, or will be at the time of execution of the applicable Task Order, in accordance with applicable laws, codes, rules, and regulations to perform the Services set forth or otherwise contemplated by each Task Order.

**Article III
SUBCONSULTANTS AND ASSIGNMENT**

- 3-1 Engineer may enter into subcontracts with other consultants or professionals (collectively referred to as "Subconsultants" whether acting as independent contractors or agents or employees of the Engineer) for Services to be performed by Engineer pursuant to this Agreement or any Task Order. Each Subconsultant shall be subject to the prior written approval of County, which approval will not be unreasonably withheld or delayed by the County.
- 3-2 Engineer shall verify that all Subconsultants and any other persons rendering Services under each Task Order are properly licensed to provide the Services proposed.
- 3-3 Notwithstanding any other provision of this Agreement, Engineer shall not assign this Agreement or any Task Order, in whole or in part, to any other person or entity, without the prior written consent of County.
- 3-4 Nothing contained in this Agreement shall be construed to constitute any Subconsultant as the agent or employee of County or shall be construed to create any privity between County and any Subconsultant. Each Subconsultant shall be and remain the agent, employee or independent contractor, as the case may be, of Engineer.

**Article IV
COUNTY'S RESPONSIBILITY**

- 4-1 County shall furnish Engineer with all applicable reports, studies, site characterizations, regulatory orders or similar information in its possession relating to the Services. Unless otherwise specified in a Task Order, Engineer may rely upon County-furnished information without independent verification in performing the Services.
- 4-2 County shall furnish information required from it as expeditiously as reasonably practicable for the orderly progress of the work associated with each particular Project.
- 4-3 County shall designate a representative who shall have the authority to transmit instructions, receive information, interpret and define County's policies and make decisions with respect to the Services performed under each Task Order.
- 4-4 County shall provide all criteria and full information as to County's requirements for each particular Project, obtain necessary approvals and permits, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on Project alternatives, and generally participate in the Project to the extent necessary to allow Engineer to perform the Services.

**Article V
OWNERSHIP OF INSTRUMENTS OF SERVICE**

- 5-1 County acknowledges Engineer's documents as instruments of professional service.
- 5-2 The County shall not reuse or make any modification to any reports, plans, specifications, and other documents without the prior written authorization of Engineer. County agrees, to the fullest extent permitted by law, to indemnify and hold Engineer harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the documents by County or any person or entity that acquires or obtains the documents from or through County without the written authorization of Engineer.
- 5-3 Engineer hereby recognizes and affirms that materials provided by County to Engineer in connection with this Agreement shall be and remain the property of County and shall be returned to County at the completion of the Services to which the same may apply.

**Article VI
COMPENSATION AND PAYMENTS**

- 6-1 Engineer's compensation for the Services shall be based on the rates of compensation set forth in Exhibit "A", subject to the terms of each applicable Task Order.
- 6-2 Engineer may adjust the rates set forth on Exhibit "A" as of January 1 of each year in accordance with changes to its standard rate schedule. Engineer shall provide County a copy of its current rate schedule no later than the effective date of the new rate schedule.

- 6-3 Invoices will be issued at the end of each month, payable within thirty (30) days of receipt, unless otherwise agreed in a particular Task Order.
- 6-4 Engineer shall have the right suspend performance of Services under this Agreement and each Task Order if County is more than sixty (60) days delinquent in payment of any fees or expenses to Engineer.
- 6-5 Without limiting Engineer's rights under paragraph 6-4, any payment not made within the time allowed shall bear interest at the rate and in the manner provided by law. Any attorneys' fees or other costs of collection incurred by Engineer shall be paid by County.

**Article VII
CONSEQUENTIAL DAMAGES**

- 7-1 Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by County or Engineer, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

**Article VIII
LIMITATION OF LIABILITY**

- 8-1 County agrees that Engineer's liability shall be limited to injury or loss caused by the negligence of Engineer, its subcontractors, and/or agents hereunder. Engineer's liability for claims, damages, costs, injury or loss arising from professional errors or omissions shall not exceed the amount of the total charges for services performed under the particular Task Order.
- 8-2 Engineer specifically disclaims any authority or responsibility for general job site safety of persons other than Engineer's employees and shall not be responsible for job safety for any contractors or any representatives of County at any jobsite.
- 8-3 Engineer shall have no responsibility for any contractor's means or methods of construction, all of which shall remain the sole responsibility of the contractor.

**Article IX
THIRD PARTY BENEFICIARIES**

- 9-1 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either County or Engineer. Engineer's services under this Agreement are being performed solely for County's benefit, and no other entity, including the County's or any third party's contractors shall have any claim against Engineer because of this Agreement or the performance or nonperformance of services hereunder.

**Article X
SUSPENSION OF WORK**

- 10-1 County may order Engineer, in writing, to suspend all or any part of the Services for such period of time as County may determine to be appropriate for its convenience.
- 10-2 If the performance of all or any part of the Services under any Task Order is suspended or delayed by an act of County in the administration of this Agreement, a reasonable adjustment shall be made for an equitable increase in cost of performance of the Task Order caused by the suspension or delay. However, no adjustment shall be made under this provision for any suspension or delay to the extent that performance would have been suspended or delayed as a result of the fault or negligence of Engineer.

**Article XI
TERMINATION**

- 11-1 County may, by written notice to Engineer, terminate this Agreement or any Task order in whole or in part at any time upon not less than ten (10) business days prior written notice, for the convenience of County or for the failure of Engineer to fulfill its contractual obligations under this Agreement or any Task Order. Upon receipt of notice of termination, Engineer shall discontinue all Services affected (unless the notice directs otherwise), deliver to County the products or all copies thereof, regardless of the form of the copies, and assign to County any subcontracts, purchase orders, or other agreements which County may request.
- 11-2 If the termination is for the convenience of County, an equitable adjustment in the compensation of Engineer under each Task Order shall be made by County. County hereby expressly acknowledges that Engineer may be required to make capital investments or investments in labor to perform certain Services described in a Task Order, and that the investment may only be recovered by Engineer throughout completion of the Services described in the Task Order for which Engineer made such investment. County covenants to consider any such investment by Engineer in making an equitable adjustment in compensation to Engineer after termination for the convenience of County.
- 11-3 If the termination is due to the failure of Engineer to fulfill its contractual obligations (i.e., for default), County may take over the work and prosecute the same to completion by contract or otherwise and County shall be compensated by Engineer for any losses or cost it incurs by virtue of such termination for failure to perform.
- 11-4 If Engineer is terminated for default, whether under this Agreement, any Task Order or any other agreement between County and Engineer, and it is determined for any reason that Engineer was not in default at the time of termination, or that County did not properly terminate Engineer for default, Engineer shall be entitled to the amount due under this Agreement as if the termination were for the convenience of County.

- 11-5 Regardless of whether the termination is for default or for the convenience of County, Engineer shall not be entitled to special, consequential, or exemplary damages, nor to anticipated profit on account of County's termination or alleged breach of this Agreement or any Task Order.
- 11-6 Engineer may terminate this Agreement upon thirty (30) days prior written notice to County for any of the following reasons:
- A. County has breached any material term of this Agreement or any Task Order including, but not limited to, failure to pay any compensation due Engineer not the subject of bona fide dispute between County and Engineer, which breach is then continuing and has not been cured within ten (10) business days of written notice of breach from Engineer to County;
 - B. With respect to any Task Order, transfer of ownership of the Project covered by the Task Order to any other person or entity without the prior written consent of Engineer; or
 - C. Material changes have occurred to the conditions under which County and Engineer entered into this Agreement which would cause serve economic loss or damage to Engineer, and County and Engineer have failed, after negotiating in good faith, to agree to changes in compensation to reduce or eliminate such loss to Engineer.

Article XII INSURANCE

- 12-1 Engineer or its subcontractors shall maintain, at its own expense, the following insurance coverage, including Engineer, its employees, agents, designees, and any indemnities as required herein, which insurance shall be placed with an insurance company or companies reasonably acceptable to County and shall incorporate a provision requiring the giving of written notice to County at least thirty (30) days prior to cancellation, non-renewal, reduction in policy limits, or change in the scope or coverage under any such policy or policies evidenced by return receipt of United States certified mail:
- A. Professional liability insurance in an amount not less than \$1,000,000.00 (including blanket contractual liability coverage with all coverage retroactive to the earlier of the date of this Agreement or the commencement of Engineer's Services in relation to a Project).
 - B. Comprehensive general liability insurance in an amount not less than \$1,000,000.00, including coverage for blanket contractual liability, broad form property damage and personal and bodily injury.
 - C. Comprehensive automobile liability insurance, including hired and non-owned vehicles, if any, in an amount not less than \$300,000.00 per claim and \$1,000,000.00 in the aggregate, covering personal injury, bodily injury, and property damage.

- D. Workers Compensation insurance in the amounts required pursuant to the laws of the State of Mississippi.
 - E. Such other insurance as may be (i) required by any federal, state or local law, in the minimum amount required or (ii) reasonably required by County.
- 12-2 If requested by County, Engineer shall submit original, valid certificates in form and substance satisfactory to County evidencing the effectiveness of the insurance policy or policies required herein along with original copies of the amendatory rider to any such policies to County for County's approval.

**Article XIII
DISPUTE RESOLUTION**

- 13-1 The Parties shall attempt to settle disputes arising under this Agreement by discussion between the parties' senior representatives of management.
- 13-2 If any dispute cannot be resolved in accordance with paragraph 13-1 within a reasonable length of time, the Parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings.
- 13-3 All claims, disputes, and other matters in controversy or question between County and Engineer arising out of or relating to this Agreement or any Task Order which County and Engineer have not been able to settle through informal discussions and negotiation under paragraph 13-1 or non-binding mediation under paragraph 13-2 shall be decided by arbitration conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, except as otherwise specifically provided in this Article XIII.
- 13-4 County and Engineer intend and agree that the foregoing provisions are not separate from the remainder of this Agreement and such provisions are supported by the consideration and mutuality of the Agreement as a whole.
- 13-5 If County and Engineer arbitrate any controversy arising under or relating to this Agreement or any Task Order, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees and expenses. If less than the full amount of such monetary claim is awarded, the claimant shall recover reasonable attorney fees (but no contingent fees) and expenses equal to the proportion of the amount awarded to the amount claimed, and the claimant shall pay the other party's reasonable attorney's fees (but no contingent fees) and expenses equal to the proportion of the amount denied to the amount claimed.

**Article XIV
INDEMNIFICATION**

- 14-1 Due to the nature of the services and site conditions anticipated under this Agreement, the County agrees to defend, indemnify and hold harmless Engineer from and against all third party claims arising out of the services performed under this contract.

Article XV

Notices

15-1 Any notice or other communication herein required or permitted to be given shall be in writing and may be personally served, faxed, emailed, or sent by overnight courier or United States mail and shall be deemed to have been given when delivered in person or received by fax or email (as evidenced by the sender's fax or email confirmation report of receipt) or one (1) business day after delivery to the office of such overnight courier service or three (3) business days after depositing the notice in the United States mail with postage prepaid and properly addressed to the other party at the following respective addresses:

To County: Madison County Board of Supervisors, MS
 125 West North Street
 P. O. Box 608
 Canton, MS 39046
 Telephone number: (601) 855-5500
 Attention: Trey Baxter, President

To Engineer: MSEG, Inc
 143-A LeFleurs Square
 Jackson, MS 39211
 Telephone: 601.355.9526
 Attention: Jim Hust, P. E.
 Email: Jim.Hust@waggonereng.com

Or to such other address as the party being given such notice shall from time to time designate to the other by notice given in accordance herewith.

Article XVI

GENERAL PROVISIONS

16-1 Engineer shall, at all times, be regarded as an independent contractor and shall at no time act as agent for County. Nothing contained herein shall be deemed or construed by County, Engineer, or any third party as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between County and Engineer. Neither the method of computation or compensation or other charges, nor any other provision contained herein, nor any acts of County or Engineer hereunder, creates, or shall be deemed to create, a relationship other than independent relationship of County and Engineer.

16-2 The County will furnish to Engineer information identifying the type and location of underground improvements. Engineer (or Engineer's authorized Subconsultant) will prepare a plan that shows the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. The County will approve

of the locations of subsurface penetrations prior to their being made. The County agrees, to the fullest extent permitted by law, to waive all claims and causes of action against Engineer and anyone for whom Engineer may be legally liable, for damages to underground improvements that result from subsurface penetration locations depicted by Engineer. The County further agrees, to the fullest extent permitted by law, to indemnify and hold Engineer and its subconsultants harmless from any damage, liability or cost, including reasonable attorneys' fees and defense costs, for any property damage, injury or economic loss arising or allegedly arising from subsurface penetrations in locations authorized by the County or from inaccuracy of information provided to Engineer by the County, except for damages caused by the sole negligence of Engineer in Engineer's use of County furnished information.

- 16-3 It is acknowledged by both parties that Engineer's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Engineer or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Engineer's services, Engineer may, at Engineer's option and without liability for consequential or any other damages, suspend performance of services on the project until the County retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.
- 16-4 Any opinion of construction costs prepared by Engineer is supplied for the general guidance of the County only. Since Engineer has no control over competitive bidding or market conditions, Engineer cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to County.
- 16-5 If Construction Phase Engineering services are included within the scope of a particular Task Order, Engineer, in fulfillment of that scope, shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The County has not retained Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project. More extensive project observation or full-time project representation with respect to a particular project, if desired by County, shall be specifically included in the appropriate Task Order for that project, in accordance with the terms of this Agreement.
- 16-6 It is recognized that MSEG has been asked by the County to subcontract and perform certain laboratory testing and engineering services. The County understands that MSEG is neither trained nor knowledgeable in the procedures of the testing laboratory's services and the County shall not rely upon MSEG to check the quality or accuracy of the

testing laboratory's reports. In addition, the County agrees, to the fullest extent permitted by law, to indemnify and hold MSEG harmless from any damage, liability or cost, (including reasonable attorney's fees and defense costs), arising from any services performed by the testing laboratory, except only those damages, liabilities or costs caused by the sole negligence or willful misconduct of MSEG. County understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. MSEG's subcontractor will provide test results and opinions based on tests and field observations only for the work tested. County understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate – project risk. MSEG's subcontractor has included the level of testing and observation that would be usual and customary for the scope of the project in the Scope of Services. County is responsible (even if delegated to contractor) for requesting any additional testing services required by County or that County deems appropriate for the scope of the project or as a result of any special considerations with the project or project site. Further, County is responsible notifying and scheduling with MSEG so that MSEG can perform these Services. MSEG is not responsible for damages caused by a failure of County to request or schedule any testing or sampling Services. MSEG shall not be responsible for the quality and completeness of any contractor's work or its adherence to the project documents, and MSEG's performance of testing and observation services shall not relieve County's contractor in any way from its responsibility for defects in its work, or create a warranty or guarantee by MSEG. MSEG will not supervise or direct the work performed by County's contractor or its subcontractors, and neither any testing nor construction observation performed by MSEG shall result in MSEG being or becoming responsible for means and methods of construction.

- 16-7 The recitals at the beginning of this Agreement are intended to be covenants of County and Engineer, are a material part of this Agreement, and shall be binding on County and Engineer.
- 16-8 The headings contained in the Agreement are inserted for convenience of reference only, and shall not be construed as defining, limiting, extending, or describing the scope of this Agreement, any article or paragraph hereof, or the intent of any provision hereof.
- 16-9 For purposes of this Agreement, the following references shall, unless the context requires otherwise have the following meanings.
- A. The words "thereof", "herein", "herewith", "hereunder", and words of similar meaning shall refer to this Agreement as a whole and not to any particular provision of the Agreement.
 - B. Where the context requires, the use of singular numbers or pronouns shall include the plural and vice versa, and the use of pronouns of any gender shall include any other gender.

- 16-10 All exhibits, attachments, and Task Orders referred to in this Agreement or are intended to be and hereby are specifically made a part of this Agreement.
- 16-11 County and Engineer incorporate herein by this reference all provisions lawfully required to be contained herein by governmental body or agency.
- 16-12 Whenever this Agreement calls for the approval or consent of County, such approval or consent shall be given in writing by the Mayor or his designee, and unless specially stated to the contrary, such approval or consent shall be made in the reasonable discretion of the County.
- 16-13 All terms, covenants, and conditions of this Agreement shall be binding upon and inure to the respective benefit of County and Engineer, their respective officers, employees agents, and representatives, all as the case may be.
- 16-14 This Agreement contains the entire agreement between County and Engineer relating to the subject matter hereof and supersedes all oral statements and prior writings with respect hereto and may be altered, amended, or modified only by a written document executed by County and Engineer.
- 16-15 Neither County nor Engineer shall be deemed in violation of this Agreement if prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, acts of God, acts of public enemy, acts of superior government authority, riots, rebellion, sabotage, or any other similar circumstances of force majeure for which County or Engineer is not responsible and which are not within County's or Engineer's control.
- 16-16 This Agreement and the rights and obligations of County and Engineer hereunder shall be construed in accordance with and governed by the laws of the State of Mississippi, without regard to the principles of conflict of law.
- 16-17 County and Engineer acknowledge that they have thoroughly read this Agreement, all exhibits and attachments hereto, and have sought and received competent advice on council necessary for them to form a full and complete understanding of all rights and obligations herein.
- 16-18 This Agreement shall not be construed or interpreted in favor of or against County or Engineer on the basis of draftsmanship or preparation hereof.
- 16-19 If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable under any applicable law, such invalid or unenforceability shall not affect any other provision of this Agreement that can be given effect without the invalid or unenforceable provision, or the application of such provision to other persons or circumstances, and, to this end, the provisions hereof are severable.

Article XVII
OTHER CONDITIONS OR SERVICES

17-1 See attached –

Exhibit “A” – Compensation Schedule (2016)

Exhibit “B” – Scope of Task Order

IN WITNESS WHEREOF, County and MSEG, Inc. have executed this Agreement on the dates indicated below.

Board of Supervisors Madison County, MS

Date: _____

By: _____
Trey Baxter, President

Attested: _____

MSEG, INC.

Date: _____

By: _____
James L. Hust, III Executive Vice President

Attested: _____

Exhibit “A”

Schedule of Compensation

Engineer will perform the Services described in the Scope of Work of each Task Order on a lump sum or hourly basis, as stipulated by each respective Task Order. If hourly, services will be billed in accordance with the following Hourly Rate Schedule. Task and project budgets shall be as stipulated on each Task Order.

Engineer will invoice County monthly based upon the work completed during the billing period. County shall pay Engineer within 30 days after receipt of Engineer’s monthly billing. The payment shall not be contingent or dependent upon any action or undertaking of County other than those conditions, if any, specifically set forth in this Agreement.

Engineer’s Schedule of Hourly Rates¹

EMPLOYEE CATEGORY	RATES	
Principal/Group Manager	\$ 190.00	Per Hour
Project Manager	\$ 155.00	Per Hour
Sr Project Engineer	\$ 135.00	Per Hour
Project Engineer	\$ 125.00	Per Hour
Engineer Intern	\$ 115.00	Per Hour
Graduate Engineer	\$ 105.00	Per Hour
Economist	\$ 105.00	Per Hour
GIS Manager	\$ 120.00	Per Hour
Senior Designer	\$ 125.00	Per Hour
GIS Analyst	\$ 90.00	Per Hour
Engineer Assistant I	\$ 60.00	Per Hour
Engineer Assistant II	\$ 67.00	Per Hour
Administrative I	\$ 50.00	Per Hour
Administrative II	\$ 75.00	Per Hour
CADD/GIS Technician I	\$ 85.00	Per Hour
CADD/GIS Technician II	\$ 97.00	Per Hour
CADD/GIS Technician III	\$ 115.00	Per Hour
Construction Manager	\$ 145.00	Per Hour
Construction Rep I	\$ 95.00	Per Hour
Construction Rep II	\$ 115.00	Per Hour
Surveying Manager	\$ 120.00	Per Hour
Survey Supervisor	\$ 115.00	Per Hour
Survey Crew*		
One Man Robotic Total Station/GPS Crew	\$ 110.00	Per Hour
Two Man	\$ 135.00	Per Hour
Three Man	\$ 175.00	Per Hour
CADD/GIS Equipment	\$ 20.00	Per Hour
IRS Current Standard Mileage Rate		Actual
Reimbursable Expenses		Actual + 10%

¹ Subject to change as of January 1 of each year.

Exhibit "B"

Form of Task Order

Task Order No. _____

Additional Pages Attached _____

**Task Order to the General Services Agreement Between
Board of Supervisors of Madison County, Mississippi and MSEG, Inc.**

This Task Order to the General Services Agreement (the "Agreement") between the Board of Supervisors of Madison County, Mississippi ("County") and MSEG, Inc. ("Engineer") is a part of and is subject to all the terms and conditions of the Agreement unless specifically provided otherwise herein.

1. Project Name: _____
2. Project Number: _____
3. Project Manager: for County: _____ for Engineer: _____
4. Method of Compensation: _____ Per Exhibit "A" to the Agreement
_____ Other (Attach)
5. Task Order Allowable Cost (attach additional pages if necessary):
6. Scope of Work (Describe, attach additional pages if necessary):
7. Schedule of Performance (attach additional pages if necessary):
8. Approved Subconsultants (list, if any):
9. Special Provisions:

Accepted and approved by County and Engineer as of the last date of execution below.

Board of Supervisors of Madison County, MS

Date: _____

By: _____

Dan Gaillet, County Engineer

MSEG, INC.

Date: _____

By: _____

**GENERAL SERVICES AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE MADISON COUNTY BOARD OF SUPERVISORS
AND
NEEL-SCHAFFER, INC.**

This **AGREEMENT** made this _____ day of _____, **2016**, by and between **MADISON COUNTY BOARD OF SUPERVISORS**, 146 W Center Street, Canton, MS, 39046, after this called “**OWNER**”, and **NEEL-SCHAFFER, INC.**, having its place of business at 1230 Highway 51 North, Madison, MS, 39110, after this called the “**ENGINEER**”.

I. DESCRIPTION OF SERVICES

OWNER intends to engage the **ENGINEER** to provide professional engineering or other requested professional services. Services will be provided by **ENGINEER** upon receipt of executed individual task orders from the **OWNER** which will contain specific scope of project, project requirements, and schedules for the work. Under this agreement, work assignments can be issued by the Madison County Engineer, Madison County Road Manager, or the Madison County Board of Supervisors. **ENGINEER** will provide these services based on an hourly rate and will provide an estimated maximum fee for each task order. **ENGINEER** will submit monthly statements for services rendered.

It is anticipated that the engineering services performed by individual task orders may consist of the following general types of work:

1. Traffic Engineering/Transportation Planning
2. Traffic Signal Design
3. Roadway Design
4. Bridge/Structural Design
5. Construction Administration and Inspection/Shop Drawing Review
6. Water and Sewer Line/Lift Station Design
7. Topographic Surveying/Boundary Surveys/Title Searches
8. Geotechnical Engineering/Soil Profiles
9. Environmental Phase 1 and Phase 2 Site Assessments
10. Storm Water Permitting
11. Wetlands Assessment
12. Pedestrian/ADA/Bicycle Facility Evaluation/Design
13. Feasibility Studies
14. General Site/Civil Design
15. Foundation Design
16. General Aviation Airport Planning and Design
17. Rail Line and Rail Structure Design
18. Project or program management
19. Disaster Recovery/Coordination with FEMA/MEMA
20. Cultural Resource Assessment

II. ADDITIONAL SERVICES

ENGINEER will provide services in accordance with the Exhibit A, "General Terms and Conditions" attached to and made a part of this **AGREEMENT**. The **OWNER** will pay **ENGINEER** for additional services not specified on the same basis. Performance of Additional Services will require prior written authorization from **OWNER**. **ENGINEER** will submit monthly statements for services rendered.

III. PAYMENT FOR SERVICES

OWNER will pay **ENGINEER** on an hourly basis in accordance with Exhibit B, "2016 Rate Schedule for Professional Services", plus Reimbursable Expenses. Subconsultant expenses and other reimbursable expenses will be billed to **OWNER** at the **ENGINEER**'s actual cost.

IV. TIME SCHEDULE

This **AGREEMENT** shall remain in effect for one year from the date of the contract being executed by both parties and will be automatically renewed annually or will terminate when a new contract is executed. The Rate Schedule for Professional Services will also be updated beginning January 1 of the year that the **AGREEMENT** is in effect to the latest rate schedule provided by the **ENGINEER** and agreed to by the **OWNER**.

V. CHANGES TO AGREEMENT

This **AGREEMENT**, along with Exhibit A, "General Terms and Conditions", and Exhibit B "2016 Rate Schedule for Professional Services", represent the complete **AGREEMENT** between **OWNER** and **ENGINEER** and may only be amended, supplemented, modified or canceled by a duly executed written instrument.

VI. ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have made and executed this **AGREEMENT** as of the day and year first above written.

MADISON COUNTY BOARD OF SUPERVISORS

NEEL-SCHAFFER, INC.

Trey Baxter, President
Madison County Board of Supervisors



Frank L. O'Keefe, Jr., P.E.
Sr. Vice President

DATE: _____

DATE: 1/26/16

Attachments: Exhibit A – General Terms and Conditions
Exhibit B – 2016 Rate Schedule

EXHIBIT A
NEEL-SCHAFFER, INC.
GENERAL TERMS AND CONDITIONS

1. **Relationship between Engineer and Client.** Engineer shall serve as Client'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 or partnership with the other. The Engineer shall not be considered to be the agent of the Client. To the extent that Client is a public entity or a person or entity obligated to repay some or all of an amount borrowed in a municipal securities offering, it is expressly understood and agreed that the Engineer is not acting as a municipal advisor to the Client, as that term applies to the Dodd-Frank Wall Street Reform and Consumer Protection Act and its supporting regulations, that Engineer's services will not include the provision of advice or recommendations regarding municipal financial products or the issuance of municipal securities, and that the Client is responsible for retaining an independent registered municipal advisor for such advice or recommendation.

2. **Responsibility of the Engineer.** Engineer will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express 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 Client and any other party concerning the Project, the Engineer shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, 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.

Engineer shall 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.

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall 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.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

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

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Engineer. Engineer shall have the right to retain copies of all documents and drawings for its files.

6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaptation by Engineer, shall be at Client's sole risk.

7. **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 costs will not vary from his opinions or estimates of construction costs.

8. **Changes.** 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 Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes or Additional Services.

9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.

10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.
11. **Suspension of Services.** Client 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 shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall 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. 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 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.
12. **Termination.** This Agreement may be terminated by either party upon 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 Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall 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 shall hereinafter furnish to the other party by written notice as herein provided.
14. **Indemnification.**
To the extent not prohibited by law, and in any case to be construed in a fashion that does not waive governmental, sovereign, or official immunities where applicable, each party to this Agreement shall be, to that extent, responsible for all claims and losses, liability, penalties, damages, or other expenses of any kind whatsoever, resulting from any negligent performance or breach of that party's obligations under this Agreement committed by that party or any of its employees or agents for whom the party is legally responsible. Each party shall provide the legal defense for claims against that party or its agents or employees for whom the party is legally responsible.
15. **Legal Proceedings.** In the event Engineer's employees are at any time required by Client 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, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
17. **Insurance.** Within the context of prudent business practices, Engineer shall 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 limits of at least \$500,000/ \$1,000,000; automotive liability with limits of at least \$500,000/ \$500,000; and professional liability insurance with an annual limit of at least \$500,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverages identified above.
18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.
19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, on information from others, Engineer cannot and does not warrant their completeness and accuracy.
20. **Hazardous Materials.** 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. Client 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. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered.

21. **Risk Allocation.** N/A

22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.

23. **Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be due upon receipt of the invoice. If payments are delinquent after 45 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. Payment for Engineer's services is not contingent on any factor except Engineer's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by any 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.

25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall 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.

26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

28. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in no other venue other than the Circuit Court of Madison County, Mississippi, or the United States District Court which includes within its geographical Division, Madison County, Mississippi; and shall be litigated only before a judge hearing the matter alone, as both finder of fact and law, without a jury.

29. **Additional Services.** Services resulting from significant changes in the general scope, extent or character of the Project designed or specified by Engineer or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Engineer's control.

30. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.

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

32. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.

33. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.

34. **Identity of Project Owner.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Engineer the following information relative to

the Project Owner: Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.

35. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Engineer, the Terms and Conditions contained in this Agreement shall supersede and have precedence over any other terms and conditions contained in any other written or oral agreement entered into between Client and Engineer that either actually do or appear to conflict with the Terms and Conditions contained in this Agreement, regardless of when, in relationship to these Terms and Conditions contained in this Agreement, such other written or oral agreement was actually entered into between Client and Engineer.
36. **Course of Dealing.** Client and Engineer agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all other services, projects, agreements or dealings between the them, unless Client or Engineer gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

EXHIBIT B

**NEEL-SCHAFFER, INC.
2016 RATE SCHEDULE FOR PROFESSIONAL SERVICES
MADISON COUNTY, MISSISSIPPI**

EMPLOYEE CLASSIFICATION	HOURLY RATE
Project Manager	\$130.00
Project Engineer	\$120.00
Professional Staff	\$105.00
Technician/Inspector	\$65.00
Clerical	\$50.00
Survey Party	\$150.00

Hourly rates shown are inclusive of all expenses associated with each employee classification including labor, overhead and profit.

“Professional Staff” positions include geologist, scientist, landscape architect, and planner.

“Technician” positions include those related to engineering, soil, GIS and information technology.

REIMBURSABLE EXPENSE SCHEDULE	
EXPENSE	COST
Vehicle Mileage	\$0.54/mile

All other expenses, including reproduction/printing and equipment rental will be reimbursed at actual cost.

**PROFESSIONAL SERVICES AGREEMENT
FOR
GENERAL CIVIL ENGINEERING SERVICES**

BY AND BETWEEN

**MADISON COUNTY, MISSISSIPPI
AND
SOUTHERN CONSULTANTS, INCORPORATED**

THIS AGREEMENT, entered into the ____ day of _____, 2016, by and between, The Madison County BOARD OF SUPERVISORS, hereinafter called the COUNTY, whose mailing address is 2961 S. Liberty Street, Canton, MS 39046, and SOUTHERN CONSULTANTS, INC., whose principal place of business is at 5740 County Cork Road, Jackson, MS 39206, hereinafter called CONSULTANT.

WHEREAS, the COUNTY has, decided to retain an engineer from time to time to provide professional engineering services for general Civil Engineering projects; and

WHEREAS, the CONSULTANT is willing to perform such professional services in accordance with this Agreement for the consideration and upon the terms hereinafter stated; and

NOW, THEREFORE, in consideration of the mutual benefits accruing hereunder and of the mutual covenants herein set forth, COUNTY and CONSULTANT agree as follows:

SECTION 1 – ANTICIPATED CONSULTING ENGINEERING SERVICES

The CONSULTANT shall provide professional services to the COUNTY in the form of project management and consulting engineering services, from time to time, as requested by COUNTY. Examples of General Consulting Engineering Services may include, but are not limited to, the following:

- 1.1 Development plan review, transportation consulting, design of roadways, design of storm drainage and treatment facilities, design of water distribution, storage and treatment facilities, design of waste water collection, pumping and treatment facilities, design of recreational facilities, construction management, and other similar activities.
- 1.2 Technical advice and guidance to the COUNTY.
- 1.3 Assistance in responding to request for assistance from COUNTY staff.
- 1.4 Addressing of drainage problems, issues, and concerns.
- 1.5 Design of roadways and related facilities.

- 1.6 Design of water distribution, storage and treatment facilities.
- 1.7 Design of waste water collection, pumping and treatment facilities.
- 1.8 Design of recreational facilities.
- 1.9 Preparation of reports, concepts and/or preliminary designs for grant applications or projects.
- 1.10 Assistance with construction project management including, but not limited to, cost-estimating, preparation of construction documents, bid management, review of contractor qualifications, review construction for quality control and performance, review contractor invoices, and other related construction management activities.
- 1.11 Assistance with storm water management, including analyzing/implementing local regulations, staying familiar with the COUNTY, State, and Federal requirements, NPDES reporting, and other related items.
- 1.12 Any other services that may be deemed necessary by the COUNTY.

SECTION 2 – EXECUTION OF WORK ORDERS (TASK ORDERS)

- 2.1 Upon notification by the COUNTY that the CONSULTANT has been selected for a specific project (work or Task Order), the CONSULTANT shall meet with the County Engineer and develop the scope of services applicable to the project.
- 2.2 The payment method for the project shall be agreed upon, either hourly rate method or lump sum fee; whichever is most equitable to both parties. The CONSULTANT’S 2016 Hourly Rate Schedule is attached as Exhibit A to this Agreement.
- 2.3 A Schedule of Work shall also be developed to outline a reasonable time schedule for the specific project. The CONSULTANT shall not proceed with any work until it has received from the COUNTY a written Notice to Proceed. The CONSULTANT shall commence work immediately upon receipt of the Notice to Proceed.

SECTION 3 - ADDITIONAL SERVICES BY CONSULTANT

The COUNTY may require the CONSULTANT, by specific written authorization, to provide or have performed by qualified persons or firms additional services which are not listed in Section 1. The costs for these additional services shall be borne by the COUNTY as separate elements of cost.

SECTION 5 - INSURANCE

In carrying out the work herein proposed, the CONSULTANT shall maintain, as a minimum, the following insurance coverage:

- 5.1 CONSULTANT shall, at its expense, obtain commercial general protection and liability insurance, each with maximum limits of \$1,000,000 / \$1,000,000 for bodily injury and \$1,000,000 / \$1,000,000 for property damage; automobile liability insurance with limits of \$1,000,000 / \$1,000,000 for bodily injury and \$1,000,000 / \$1,000,000 for property damage and Workman’s Compensation Insurance.

- 5.2 CONSULTANT shall comply, at its expense, with applicable provisions of the Workman's Compensation, unemployment compensation, sickness, disability and social security laws and all other local, state and federal laws or regulations relating to employment.
- 5.3 CONSULTANT shall provide copies of such policies before commencement of work, but this action will not relieve the CONSULTANT of this independent obligation to obtain such insurance. Insurance certificates shall state that thirty (30) days written notice will be provided to the COUNTY, without language such as "endeavor to mail notice" or "failure to mail such notice shall impose no obligation or liability."
- 5.4 CONSULTANT shall, at its expense, obtain professional liability insurance in the amount of \$500,000.

SECTION 6 - PAYMENT FOR SERVICES

- 6.1 Method of Payment for Services and Expenses of CONSULTANT. The COUNTY shall pay the CONSULTANT for services rendered under this Agreement in accordance with Section 2, on a monthly basis.
- 6.2 Termination. This Agreement may be terminated in whole or in part at any time at the discretion of the COUNTY by giving the CONSULTANT written notice by registered or certified mail at least ten (10) days in advance of the termination date. In the event the Agreement is terminated, the CONSULTANT shall be compensated for approved costs incurred to the date of termination as well as the percentage of the fixed fee, if any, represented by the percentage of the project completed as of the date of termination. The COUNTY shall have no exposure of liability to the CONSULTANT beyond the date of termination. All work completed by the CONSULTANT as of the date of termination shall be delivered to the COUNTY within ten (10) working days after termination.

SECTION 7 - PERSONNEL AND FACILITIES

The CONSULTANT warrants that he now has, or will secure at this own expense, the personnel, equipment and other materials and supplies required to perform the services under this Agreement within the required completion time as agreed upon in Section 2.3 above. Such personnel shall not be employees of nor have contractual relationship with the COUNTY. All personnel assigned to the work shall be qualified. The CONSULTANT shall upon request provide to the COUNTY resumes of all key personnel assigned to the work to be performed under this Agreement.

Any and all subcontractors and personnel to be utilized by the CONSULTANT in the performance of the work under this Agreement shall be subject to approval by the COUNTY.

SECTION 8 - AUTHORIZED REPRESENTATIVE OF THE CONSULTANT

James S. Stewart, P.E., Mississippi Registration No. 08143 is authorized to receive direction from the COUNTY and to act on behalf of the CONSULTANT.

SECTION 9 - ACCOUNTING SYSTEMS

The CONSULTANT shall maintain an accounting system which accounts for costs in accordance with generally accepted accounting principles. The COUNTY reserves the right to audit the CONSULTANT'S accounts which relate to services provided under this Agreement.

SECTION 10 - CHANGES TO AGREEMENT

This Agreement contains all the terms, conditions and obligations between the parties and may only be changed, modified or expanded in scope of services or otherwise by formal written amendment duly executed by both parties.

SECTION 11 - FEDERAL GRANTS

In the event any federal grants or funding may become available, the CONSULTANT agrees to comply with such regulations or restrictions as may be required by the terms of such federal funding.

SECTION 12 - CONSTRUCTION COST AND OPINIONS OF COST

Since CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's method of determining prices, or over competitive bidding or market conditions, its opinion of probably construction cost provided for herein is to be made on the basis of its experience and qualifications and represents its best judgment as an experienced and qualified professional engineer. Its opinion of construction cost does not guarantee that proposals, bids or actual project or construction costs will not vary from opinions of probable construction cost prepared by it.

SECTION 13 - CONFLICTS OF INTEREST AND CONFIDENTIAL INFORMATION

13.1 CONSULTANT acknowledges that it and its employees shall comply with the most recently adopted edition of the Standards of Professional Conduct of the American Society of Civil Engineers. In addition to adhering to the Standards of Professional Conduct of the American Society of Civil Engineers, CONSULTANT agrees to the following terms in the conduct of its business relationship with COUNTY:

13.1.1 CONSULTANT shall not undertake to provide engineering services to a client other than COUNTY if the relationship with the other client will be directly adverse to the interests of COUNTY, unless CONSULTANT first consults with and receives the written authorization of COUNTY.

13.1.2 CONSULTANT shall not share or otherwise make use of any information relating to the engineering services provided to COUNTY or any information obtained through its relationship with COUNTY without first obtaining the authorization of COUNTY. It is the intention of the COUNTY that this obligation is ongoing and continues in effect following completion of the project.

13.2 In the event that CONSULTANT fails in any of its obligations outlined in this Agreement, COUNTY may take one or more of the following actions to protect its interests:

- 13.2.1 Suspend the performance of this Agreement until CONSULTANT provides assurances that is intends to adhere to the said Standards of Professional Conduct.
- 13.2.2 Terminate this Agreement upon giving ten days written notice of CONSULTANT'S failure to adhere to the terms of Section 13.1.
- 13.2.3 Debar CONSULTANT from future work for COUNTY for a period of not less than six (6) months. CONSULTANT shall not circumvent debarment by performing such future work as a subconsultant for another engineering firm.
- 13.2.4 Pursue any other remedy available from a court of law or equity including, but not limited to, injunctive relief or monetary damages.
- 13.3 CONSULTANT shall include in every subcontract identical language to this Section 13 and CONSULTANT shall be responsible for enforcing the terms of this Section against any of its subconsultants and subcontractors. Any violation of this Section by a subconsultant or subcontractor shall subject CONSULTANT to the remedies available to COUNTY for CONSULTANT'S failure to adhere to the requirements of this Section.

SECTION 14 - ACCEPTANCE

IN WITNESS WHEREOF, the COUNTY and the CONSULTANT, acting herein by their duly authorized representatives have hereunto set their hands this day and year first above written.

**MADISON COUNTY
BOARD OF SUPERVISORS**

SOUTHERN CONSULTANTS, INC.

President

Susan H. Lunardini, President

ATTEST:

ATTEST:

James S. Stewart, P.E., Vice-President

Exhibit A

SOUTHERN CONSULTANTS, INC.

5740 County Cork Road

Jackson, MS 39206

Office (601) 957-0999 ~ Fax (601) 957-9332

HOURLY RATE SCHEDULE – 2016

Senior Principle Engineer, P.E., PLS	\$150.00/hour
Project Engineer, P.E.	\$145.00/hour
Senior Civil Engineer, P.E. – PLS	\$140.00/hour
Civil Engineer, P.E.	\$125.00/hour
Civil Engineer Intern, E.I.	\$100.00/hour
Engineering Technician	\$65.00/hour
Senior CAD Operator	\$75.00/hour
Draftsman	\$60.00/hour
Construction Observer	\$75.00/hour
Survey Party	\$180.00/hour
Secretarial	\$45.00/hour

Above rates are all inclusive, except for reimbursable set forth below.

Reimbursables

Mileage	0.50¢ /mile
Copies	\$1.00/copy
Blueprints	\$1.00/sq.ft.
Lodging, Meals, etc.	at cost

Trial Testimony/Depositions

\$2,500.00 per day or part thereof

THIS AGREEMENT is made and entered into effective February 1, 2016 (the "Agreement Date") by and between:

"CLIENT"

Name: MADISON COUNTY BOARD OF SUPERVISORS, MADISON COUNTY, MS
Address: 125 West North Street, Canton, MS 39046
Phone: 601-855-5500 Fax: 601-859-5875
Representative: President, Madison County Board of Supervisors

"STANTEC"

Name: STANTEC CONSULTING SERVICES INC.
Address: 1 Olympic Way, Madison, MS 39110
Phone: 601-500-7960 Fax: 601-707-9015
Representative: John McKee, Senior Principal

PROJECT NAME (the "PROJECT"):

General Services Agreement

DESCRIPTION OF WORK: STANTEC shall render the services described in Attachment "A" (hereinafter called the "SERVICES") in accordance with this AGREEMENT. STANTEC may, at its discretion and at any stage, engage subconsultants to perform all or any part of the SERVICES. The CLIENT and STANTEC by written amendment to this AGREEMENT may from time to time make changes to the SERVICES. All changed work shall be carried out under this AGREEMENT. The time for completion of the SERVICES shall be adjusted accordingly.

DESCRIPTION OF CLIENT: The CLIENT confirms and agrees that the CLIENT has authority to enter into this AGREEMENT on its own behalf and on behalf of all parties related to the CLIENT who may have an interest in the PROJECT.

COMPENSATION: Charges for the SERVICES rendered will be made in accordance with the CONTRACT PRICE indicated in Attachment "A", or, if no CONTRACT PRICE is indicated, in accordance with STANTEC's Schedule of Fees and Disbursements in effect from time to time as the SERVICES are rendered.

Invoices shall be paid by the CLIENT in the currency of the jurisdiction in which the SERVICES are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle STANTEC, at its option, to suspend or terminate this Agreement and the provision of the SERVICES.

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this AGREEMENT. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this AGREEMENT.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this AGREEMENT to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail, telegram, email, facsimile or telex, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The CLIENT shall provide to STANTEC in writing, the CLIENT's total requirements in connection with the PROJECT, including the PROJECT budget and time constraints. The CLIENT shall make available to STANTEC all relevant information or data pertinent to the PROJECT which is required by STANTEC to perform the SERVICES. STANTEC shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the CLIENT, including information and data originating with other consultants employed by the CLIENT whether such consultants are engaged at the request of STANTEC or otherwise. Where such information or data originates either with the CLIENT or its consultants then STANTEC shall not be responsible to the CLIENT for the consequences of any error or omission contained therein.

The CLIENT shall give prompt consideration to all documentation related to the PROJECT prepared by STANTEC and whenever prompt action is necessary shall inform STANTEC of CLIENT's decisions in such reasonable time so as not to delay the schedule for providing the SERVICES.

When applicable, the CLIENT shall arrange and make provision for STANTEC's entry to the PROJECT site as well as other public and private property as necessary for STANTEC to perform the SERVICES. The CLIENT shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the PROJECT so as not to delay STANTEC in the performance of the SERVICES.

STANTEC's RESPONSIBILITIES: STANTEC shall furnish the necessary qualified personnel to provide the SERVICES. STANTEC represents that it has access to the experience and capability necessary to and agrees to perform the SERVICES with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the SERVICES at the time when and the location in which the SERVICES were performed.

In performing the SERVICES under this AGREEMENT, STANTEC shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the CLIENT.

The SERVICES performed by STANTEC shall be subject to the inspection and the review of the CLIENT at all times but such inspection and review shall not relieve STANTEC from its responsibility for the proper performance of the SERVICES.

TERMINATION: Either party may terminate this AGREEMENT without cause upon thirty (30) days' notice in writing. If either party breaches this AGREEMENT, the non-defaulting party may terminate this AGREEMENT after giving seven (7) days' notice to remedy the breach. On termination of this AGREEMENT, the CLIENT shall forthwith pay STANTEC for the SERVICES performed to the date of termination. Non-payment by the CLIENT of STANTEC's invoices within 30 days of STANTEC rendering same is agreed to constitute a material breach of this AGREEMENT and, upon written notice as prescribed above, the duties, obligations and responsibilities of STANTEC are terminated.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, STANTEC shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the PROJECT is suspended for more than ninety (90) days, STANTEC may, at its option, terminate this agreement upon giving notice in writing to the CLIENT.

ENVIRONMENTAL: Except as specifically described in this AGREEMENT, STANTEC's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, CLIENT acknowledges that such SERVICES proposed or performed by STANTEC are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the CLIENT's contractor or others and that STANTEC has no control over the ultimate effectiveness of any such works or procedures.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: STANTEC shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the PROJECT and as they are published at the time SERVICES commence. Furthermore, STANTEC shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the SERVICES ("LAWS"). However, it is expressly acknowledged and agreed by the CLIENT that as the PROJECT progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of STANTEC, through no fault of STANTEC, and any extra costs necessary to conform to such changes or interpretations during or after execution of the SERVICES will be paid by the CLIENT.

STANTEC shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the CLIENT nor STANTEC has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on STANTEC's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the CLIENT's budget or schedule or from any opinion of probable cost or project schedule prepared by STANTEC. Exact costs and times will be determined only when bids have been received for the PROJECT and when the construction work has been performed and payments finalized.

ADMINISTRATION OF CONSTRUCTION CONTRACTS: When applicable, STANTEC shall provide field services during the construction of the PROJECT only to the extent that such SERVICES are included and defined in this AGREEMENT. The performance of the construction contract is not STANTEC's responsibility nor are STANTEC's field services rendered for the construction contractor's benefit.

It is understood and agreed by the CLIENT and STANTEC that only work which has been seen during an examination by STANTEC can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by STANTEC, the authority for general administration of the PROJECT shall reside with STANTEC only to the extent defined in this AGREEMENT. In such case, STANTEC shall coordinate the activities of other consultants employed by the CLIENT, only to the extent that STANTEC is empowered to do so by such other consultants' contracts with the CLIENT.

STANTEC shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. When field services are provided, no acceptance by STANTEC of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the CLIENT for the proper performance of such work or services and further, STANTEC shall not be responsible to the CLIENT or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the PROJECT, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, STANTEC will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The CLIENT shall designate a responsible party, other than STANTEC, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

JOBSITE SAFETY: Neither the professional activities of STANTEC, nor the presence of STANTEC or its employees and subconsultants at a construction site, shall relieve the CLIENT and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, STANTEC and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

LIMITATION OF LIABILITY: It is agreed that the total amount of all claims the CLIENT may have against STANTEC under this AGREEMENT or arising from the performance or non-performance of the SERVICES under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to STANTEC for the SERVICES or \$500,000. No claim may be brought against STANTEC in contract or tort more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against STANTEC and not against any of STANTEC's employees, officers or directors.

STANTEC's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and STANTEC shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and loss of markets.

DOCUMENTS: All documents prepared by STANTEC or on behalf of STANTEC in connection with the PROJECT are instruments of service for the execution of the PROJECT. STANTEC retains the property and copyright in these documents, whether the PROJECT is executed or not. Payment to STANTEC of the compensation prescribed in this AGREEMENT shall be a condition precedent to the CLIENT's right to use documentation prepared by STANTEC.

Any document produced by STANTEC in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of STANTEC, which may be withheld at STANTEC's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of STANTEC's standard form reliance letter.

STANTEC cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold STANTEC, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of STANTEC, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without STANTEC's written consent.

PROJECT PROMOTION: Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include STANTEC in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this AGREEMENT caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

GOVERNING LAW: This AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed.

ASSIGNMENT AND SUCCESSORS: Neither the CLIENT nor STANTEC shall, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations of this AGREEMENT or any part hereof. This AGREEMENT shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: STANTEC will comply with its statutory obligations respecting the collection, use, disclosure, access to, correction, protection, accuracy, retention and disposition of personal information that may be collected or created under this AGREEMENT. STANTEC will refer any request for access to or correction of personal information that is made under statute to the CLIENT and will comply with any directions from the CLIENT respecting the access request, or respecting correction and annotation of personal information. STANTEC will, at reasonable times and on reasonable notice, allow the CLIENT to enter its premises and inspect any personal information of the CLIENT's that is in the custody of STANTEC or any of STANTEC's policies or practices relevant to the management of personal information subject to this AGREEMENT.

ENTIRE AGREEMENT: This AGREEMENT constitutes the sole and entire agreement between the CLIENT and STANTEC relating to the PROJECT and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This AGREEMENT may be amended only by written instrument signed by both the CLIENT and STANTEC. All attachments referred to in this AGREEMENT are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this AGREEMENT, the terms and conditions of this AGREEMENT shall take precedence.

SEVERABILITY: If any term, condition or covenant of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this AGREEMENT shall be binding on the CLIENT and STANTEC.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted and executed this AGREEMENT as of the Agreement Date noted above.

MADISON COUNTY BOARD OF SUPERVISORS, MADISON COUNTY, MS

STANTEC CONSULTING SERVICES INC.

Print Name and Title

John E. McKee, Senior Principal

Print Name and Title

Signature _____

Signature _____

Print Name and Title

Brad Engels, Associate

Print Name and Title

Signature _____

Signature _____



PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

Attached to and forming part of the AGREEMENT BETWEEN:

MADISON COUNTY BOARD OF SUPERVISORS, MADISON
COUNTY, MS

(hereinafter called the "CLIENT")

- and -

STANTEC CONSULTING SERVICES INC.

(hereinafter called "STANTEC")

EFFECTIVE: February 1, 2016

This Attachment details the SERVICES, CONTRACT TIME, CONTRACT PRICE, ADDITIONAL CONDITIONS and ADDITIONAL ATTACHMENTS forming part of the above described AGREEMENT.

SERVICES: STANTEC shall perform the following SERVICES:

Stantec shall provide professional engineering services as requested by the Client in accordance with the General Scope of Services set forth in **Exhibit A**. The Client shall compensate Stantec for these services in accordance with the provisions set forth in this agreement and the rates of compensation contained in the Rate Table below.

Exhibit A: General Scope of Services

Stantec shall perform in a satisfactory manner, as determined by the Client, professional engineering services that include, but are not necessarily limited to the following:

- General Engineering, Technical Assistance and Consultation
- Right of Way Plans
- Roadway Plans
- Planning Studies
- Feasibility Studies
- Noise Studies
- Field Survey
- Bridge Plans
- Traffic Impact Studies (Development or Review)
- Traffic Signal Design
- Traffic Signal Timing Studies, Implementation and Plans
- Traffic Signal Equipment Diagnosis/Evaluation and Repair Plans
- Traffic Signal and Permanent Signing Inventories
- Permanent Traffic Signing Plans and Details
- Permanent Pavement Marking Plans and Details
- Traffic Control Plans
- Intelligent Transportation Systems (ITS) Design and Plans
- Accident/Safety Analyses
- Field Inspections
- Construction Observation
- Construction Cost Estimates, Shop Drawing Review and CADD Drafting
- Mapping

These services shall be requested by the Client through detailed written requests which shall specify the scope of services, period of services, compensation and any special instructions or requirements for particular service requested.

In addition, if necessary and agreed to by the client in writing, the following services may be furnished through professional affiliations: general architectural, landscape architecture, land- use planning, environmental sampling and laboratory analysis, foundation inspection and analysis, mechanical and electrical engineering design services, geotechnical investigations and reports and environmental studies and plans.

(hereinafter called the "SERVICES")

CONTRACT TIME: Commencement Date: February 1, 2016

Estimated Completion Date:

CONTRACT PRICE: Subject to the terms below, CLIENT will compensate STANTEC as follows:

Compensation will be based upon the Rate Table below:

Project specific charges, such as subconsultants; travel, accommodations and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees.

Where the SERVICES or services conditions change, STANTEC shall submit to the CLIENT in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for SERVICES are based on STANTEC's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time.

ADDITIONAL CONDITIONS: The following additional conditions shall be read in conjunction with and constitute part of this AGREEMENT:

No Additional Conditions

PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

ADDITIONAL
ATTACHMENTS:

The following additional attachments shall be read in conjunction with and constitute part of this AGREEMENT:

Rate Table:

2016 Madison County Hourly Rate Schedule	
Classification	Hourly Rate
Senior Professional Engineer	\$148.00
Professional Engineer	\$120.00
Engineer Intern	\$90.00
Senior Transportation Designer	\$118.00
Engineering Technician III	\$96.00
Engineering Technician II	\$80.00
Engineering Technician I	\$70.00
Professional Surveyor	\$132.00
Survey Party Chief	\$89.00
Survey Instrument Man	\$69.00
Survey Rodman	\$60.00
Clerical	\$50.00

INSURANCE
REQUIREMENTS:

Before any services are provided under this agreement, STANTEC shall procure, and maintain in effect during the term of this agreement, insurance coverage in amounts and on terms not less than set forth below.

General Liability: Commercial general liability insurance for personal and bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence and not less than \$2,000,000 in the aggregate.

Automobile Liability: Automobile liability insurance for bodily injury, including death, and property damage in the amount of \$1,000,000 each occurrence.

Professional Liability: Professional liability insurance for damages incurred by reason of any negligent act, error or omission committed or alleged to have been committed by STANTEC in the amount of \$1,000,000 per claim and in the aggregate.

Workers' Compensation: As prescribed by applicable law.

Certificates: Upon request, STANTEC shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the CLIENT.

Thompson Engineering
*Schedule of Fees
and Services*

The attached document is **CONFIDENTIAL**.
It is not to be reproduced or distributed without prior approval.

The following document is confidential and NOT to be distributed without prior written permission.

The rates proposed are effective January 1 - December 31, 2014.

General Information

All services are performed in accordance with our General Terms and Conditions, unless otherwise agreed in writing. Quotations for specific projects and defined scopes of work will be provided upon request.

The following schedule of hourly fees are applicable for all time expended on a project including: preparation, site visits, portal-to-portal travel, on-site observations, consultation, research, engineering computations, preparation of drawings/specifications, and report production.

Overtime charges at one point five (1.5) times the established rate will be applicable for services rendered between 12:00 AM Saturday and 11:59 PM Sunday and on established Company holidays. Emergency call-out (less than twenty-four hour notice) will be subject to this same rate.

Standard fees allow for reproduction and mailing of a total of two copies of applicable project report. Additional copies will be charged at \$0.50 per page, plus photographic reproduction, where applicable.

Professional services rendered related to expert witness testimony (preparation, deposition and/or courtroom) concerning litigations shall be invoiced at two point zero (2.0) times the listed hourly fees and may require a retainer. Travel expenses and accommodations will be charged on a cost-plus basis.

Corporate Office:
2970 Cottage Hill Road, Suite 190
Mobile, Alabama 36606
Phone 251.666.2443
Fax 251.666.6422

Revised February 3, 2014

1.0 Professional Fees

1.1 Personnel

Engineer

Senior Principal Engineer (code 003)	\$260.00/hr.
Principal Engineer II (code 008)	\$230.00/hr.
Principal Engineer (code 005)	\$185.00/hr.
Senior Engineer (code 050)	\$150.00/hr.
Project Engineer (code 150)	\$120.00/hr.
Engineering Associate II (code 200)	\$100.00/hr.
Engineering Associate I (code 260)	\$90.00/hr.

Scientist / Geologist

Senior Consultant (code 311)	\$145.00/hr.
Senior Scientist (code 115)	\$120.00/hr.
Project Scientist (code 165)	\$105.00/hr.
Staff Scientist II (code 215)	\$95.00/hr.
Staff Scientist I (code 270)	\$80.00/hr.

Designer / Drafter

Senior Designer Level II (code 657)	\$110.00/hr.
Senior Designer Level I (code 656)	\$90.00/hr.
Designer Level IV (code 655)	\$85.00/hr.
Designer Level III (code 654)	\$80.00/hr.
Designer Level II (code 652)	\$75.00/hr.
Designer Level I (code 651)	\$65.00/hr.

Technician

Senior Materials Specialist (code 515)	\$115.00/hr.
Materials Specialist (code 514)	\$85.00/hr.
Senior Technician (code 506)	\$75.00/hr.
Level IV Technician (code 504)	\$70.00/hr.
Level III Technician (code 503)	\$60.00/hr.
Level II Technician (code 502)	\$55.00/hr.
Level I Technician (code 501)	\$50.00/hr.

Specialist

Senior Specialist (code 399)	\$115.00/hr.
Project Specialist (code 299)	\$100.00/hr.
Staff Specialist II (code 351)	\$90.00/hr.
Staff Specialist I (code 271)	\$75.00/hr.
Field Assistant (code 500)	\$40.00/hr.

Project Manager

Principal Project Manager (code 001)	\$175.00/hr.
Senior Project Manager (code 112)	\$140.00/hr.
Project Manager (code 162)	\$110.00/hr.
Project Coordinator Level II (code 250)	\$95.00/hr.
Project Coordinator Level I (code 252)	\$70.00/hr.

Consultant (Roofing, Safety, etc.)

Executive Consultant (code 004)	\$200.00/hr.
Principal Consultant (code 002)	\$175.00/hr.
Registered Consultant (code 307)	\$150.00/hr.
Senior Consultant (code 311)	\$145.00/hr.
Project Consultant (code 309)	\$110.00/hr.
Staff Consultant II (code 357)	\$100.00/hr.
Staff Consultant I (code 359)	\$85.00/hr.

Surveyor

Registered/Prof. Land Surveyor II (code 604)	\$130.00/hr.
Registered/Prof. Land Surveyor I (code 605)	\$110.00/hr.
Surveyor, Party Chief (code 603)	\$90.00/hr.
Surveyor, Instrument Man (code 606)	\$60.00/hr.
Surveyor, Rodman (code 607)	\$50.00/hr.

Administrative

Documentarian Level II (code 797)	\$70.00
Documentarian Level I (code 798)	\$65.00
Level II Assistant (code 799)	\$55.00
Level I Assistant (code 800)	\$50.00

1.2 Other Expenses

- | | | |
|----|---|---------------------|
| 1. | Automotive mileage (code A002)..... | \$0.67/mile |
| 2. | 4-Wheel Drive (code A002a).....
<i>Mileage charges apply only to projects more than 20 miles from office.</i> | \$0.85/mile |
| 3. | Boat (includes operator)..... | Special Quote |
| 4. | Per Diem (Meals and Lodging) (code A004)
Per Diem charge in High-Cost-of-Living areas is based upon actual cost plus 20%. | \$125.00/person/day |
| 5. | Photographs (reproduced within report or at client’s request) (code A005)..... | \$ 2.60 ea |
| 6. | Color Photocopies (code A006) | \$3.15/ea |
| 7. | Large Drawing Plots | |
| | <u>Monochrome Linework on bond - \$1/Sq. Ft.</u> | |
| | Size D (code A007a) | \$5.19/ea |
| | Size E (code A007b) | \$10.39/ea |
| | Long Plot (140x32) (code A007c)..... | \$31.11/ea |
| | 2 pc Super Plot (140x60) (code A007d) | \$58.33/ea |
| | 11x17 Reduction (code A007e) | \$1.30/ea |
| | Custom (Glossy 40x28) (code A007f)..... | \$38.89/ea |
| | <u>Color Image on plain bond - \$6/Sq. Ft.</u> | |
| | Size D (code A007g)..... | \$31.17/ea |
| | Size E (code A007h) | \$62.33/ea |
| | Long Plot (140x32) (code A007i) | \$186.67/ea |
| | 2 pc Super Plot (140x60) (code A007j) | \$350.00/ea |
| | 11x17 Reduction (code A007k)..... | \$7.79/ea |
| | Custom (Glossy 106x36) (code A007m)..... | \$185.50/ea |
| 8. | Direct non-salary expense | Cost Plus 15% |
| 9. | Sub-Contractor markup..... | Cost Plus 10% |

2.0 Company Services

PLANNING / PROJECT DEVELOPMENT

Facilities Master Planning
Site Assessment and Selection
Comprehensive and Special District Plans
Zoning Ordinances
Grant Writing
Subdivision Regulations
Landscaping Requirements
Signage Standards
Roadway and Pedestrian Facility Design
Urban Design
Community Visioning

ENGINEERING DESIGN

Civil /Site / Transportation Engineering

- Civil / Site Development
- Civil / Site Development Studies (Feasibility, Comparison, etc.)
- Site Construction Estimating
- Stormwater Management Systems
- Drainage Analysis (Site and Watershed)
- Drainage Design
- Stream Restoration Design
- Flood Studies
- Detention / Retention Ponds
- Water Distribution Systems Modeling
- Water Distribution and Treatment
- Wastewater Collection and Treatment
- Roadways / Parking / Sidewalks
- Resurfacing / Restoration / Rehabilitation Design (3R)
- Traffic / Signalization / Signage

Structural Engineering

- Buildings / Administrative Offices
- Manufacturing / Industrial Facilities
- Shallow and Deep Foundations
- Earth Retention Systems
- Marine Structural Design
- Shore Protection Systems
- Hurricane Protection Systems
- Bridges and Interchanges
- Damage / Failure Assessments
- Strain Gauge Studies
- Renovations and Additions

Electrical and Instrumentation Engineering
Mechanical and Piping Design

MANAGEMENT AND PROJECT CONTROLS

Program, Project, and Construction Management
Design/Build Capabilities
Field Management (Superintendents, Inspection)
Reporting (Daily, Personnel, Costs, Equipment, Progress of Work, Safety, Scheduling, Forecasts)
Cost Estimating
Building Information Modeling
3-D, 4-D, and 5-D Constructability Analysis
Integrated Project Delivery Consulting
Engineering, Procurement, Construction Scheduling
Procurement (Pre-Qualifications, Screening, Contract Administration with Audit Protocols)

MARINE ENGINEERING

Permitting
Design of Piers and Bulkheads
Design of Cofferdams
Design of Ship / Barge Dock Systems
Design of Loading / Unloading Systems
Design of Earthen Dikes and Levees
Design of Mooring / Breasting and Fendering Systems
Development of Dredging and Disposal Plans
Flood Rise Analysis - HEC-II (HEC/RAS) Program
Storm Surge Analysis and Shore-Protection System
Design Coastal Zone Consistency Statements
Use of Dredged Material in Site Development
Coastal Restoration

GEOTECHNICAL ENGINEERING

Building Foundation, Bearing Capacity and Settlement Analysis
Foundation Pile Integrity
Pile Driving Analysis
Pile Load Testing
Bulkhead and Waterfront Structure Design Criteria
Retaining Wall and Bracing System Criteria
Pile Foundation Analyses and Driving Criteria, CAPWAP Analysis and PDA
Slope Stability and Seepage Analysis
Computer Analysis of Soil Mechanics Problems
Ground Modifications for Construction in Weak Foundation Soils
Pavement Design and Construction Recommendations
Seismic Response and Seepage Analyses
Post-Construction Monitoring
Instrumentation (Inclinometers, Piezometers, Strain Gages, Settlement Monitoring)

LABORATORY / DRILLING

Onshore / Offshore Drilling
Standard Penetration Testing
Cone Penetrometer Testing
Aquifer Tests
Shelby Tube Undisturbed Sampling
USACE Undisturbed Sampling
Piston and Continuous Sampling
Vibracore Sampling
Piezometer and Inclinator Installation
Monitoring Well Installation / Abandonment
Soil Boring Rigs, All Terrain Vehicle and Truck Mounted Units
Concrete Coring
Marine Borings
Specialized Wetland Access Clearing
Certified Soils and Aggregate Testing Laboratory
On-site Mobile Laboratory Units
ASTM and AASHTO Testing Protocols

SURVEYS / SUBSURFACE UTILITY ENGINEERING

Topographic and Boundary (Total Station, GPS)
Ground Penetrating Radar
Radar Frequency
Survey Mapping
Construction Stake-out
Hydro-excavation (Pot-holing)

BUILDING ENVELOPE SERVICES

Moisture Intrusion Investigations
Failure Analysis
System Design and Consultation
Quality Assurance Observations / Inspections
Property Condition Assessments
Damage Assessments
Roof and Wall Moisture Surveys (Infrared and Nuclear)
Wind Uplift Testing (FM Compliant)
Water Penetration Testing (Walls and Windows)
Project Management
Professional Witness / Legal Testimony

ENVIRONMENTAL SERVICES

Regulatory Compliance

Permitting (CWA Section 404, CAA, SDWA, Solid Waste, RCRA, UIC)
NPDES Storm Water Permitting and Planning
ADEM, FDEP, MDOT Stormwater Training
Storm Water Management and Inspection
Storage Tank Management (UST, AST)
Pollution Prevention Plans (SPCC, SWP3, BMP)

Investigation and Assessment

Phase I & II ESA
Environmental Assessments
Brownfields Redevelopment
Soil and Groundwater Contamination Assessments
Hydrogeological Investigations
Remedial Investigation/Feasibility Studies/Design
Risk Assessment/Risk-based Corrective Action
Asbestos, Lead-based Paint, Hazardous Building Materials
Indoor Air Quality

Water and Sediment Quality Studies

National Environmental Policy Act (NEPA)

Environmental Impact Statements / Environmental Assessments
Wetlands (Assessment, Mitigation)
Threatened and Endangered Species
Cultural Resources

Environmental Engineering

Corrective Action Plans
Feasibility Evaluations
Remedial Design
Closure / Post-Closure Plans
Landfills / Impoundments
Waste Treatment
Constructed Wetlands
Water/Waste Water Treatment

Wetlands Consulting

Location and Quantity of Impacted Wetlands
Location of Proposed Mitigation Site
Monitoring
Plant Species and Wildlife Habitat Modifications
Proposed Final Value of Mitigation
Proposed Mitigation Technique and Activities
Proposed Quantity of Mitigated Wetlands
Soils and Hydrologic Modifications
Value of Impacted Wetlands

CONSTRUCTION MATERIALS TESTING/QA

Asphalt Mix Design Verification
Asphalt Placement Inspection and Testing
Aggregate Testing
Classification - Index Properties of Soils
Concrete Mix Design Verification
Concrete Placement and Specimen Analysis
Construction Design ("Proctor" Compaction)
Crushed Stone Base Inspection and Testing
Earth Fill Placement Inspection and Testing
Load-Deformation Properties of Soils/Fill Materials
Petrographic Analysis of Concrete and Grout
Physical Properties of Organic & Inorganic Materials
Paint / Coatings Inspections
Welding / Bolted Inspections
Steel Inspections
Concrete – Rebar / Formwork Inspection
Vibration / Noise Monitoring

CONSTRUCTION ENGINEERING AND INSPECTION

Structural Steel Frame and Connection Inspection
Detention/Retention Ponds
Electrical/Instrumentation
Grading and Drainage
Dredging
Mechanical/Piping
Roadway and Bridge
Utilities
Bridge Inspection

SAFETY AND HEALTH CONSULTING

Facility Safety, Health and Environmental (SH&E)
Consulting, Auditing and Training
Process Safety Management (PSM) and Risk
Management (RMP) Consulting and Auditing
OSHA Voluntary Protection Program (VPP) Consulting
and Auditing
ISO14000 Environmental Management System
Consulting and Auditing

ARCHITECTURE / INTERIOR DESIGN

Planning and Programming
Design and Construction
Furnishing and Finish Selection
Post-Occupancy Evaluations
New Buildings
Addition / Remodel
Preservation of Historic Structures

Architectural and interior design services are provided through a Thompson Holdings, Inc., company, Watermark Design Group.

Master Services Agreement - General Terms and Conditions

This Agreement is made by and between Thompson Engineering, Inc. (hereinafter **Thompson Engineering**) and the undersigned Client (referred to herein as the "Client"). In consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants and agrees as follows:

1. TERM & APPLICABILITY

The term of this Agreement shall be for one year from the date of full execution hereof and shall automatically renew for successive one (1) year periods at the end of each prior term unless one party notifies the other party in writing prior to the expiration of the then current term of its intent not to renew the Agreement. This Agreement shall apply to all work performed at the request of the Client or for the benefit of the Client during the term hereof (the "Work") unless both parties agree in writing that the terms and conditions hereof shall not apply.

2. SCOPE OF WORK

Thompson Engineering shall perform such Work as the Client may direct from time to time during the term hereof and which Thompson Engineering agrees to perform, which agreement will be within its sole discretion.

3. INVOICES

The Client shall pay **Thompson Engineering** certain sums for any Work performed under this Agreement which shall be calculated at the rates shown on **Thompson Engineering's** standard fee schedules, which schedules are subject to change from time to time in **Thompson Engineering's** sole discretion upon ninety (90) days notice. **Thompson Engineering** will submit invoices to Client no more than monthly and a final bill upon completion of any Work. Invoice will show charges for different personnel and expense classifications. A more detailed separation of charges and back-up data will be provided at Client's request. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client shall pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.

If **Thompson Engineering** personnel are called or subpoenaed for depositions, examinations, or court appearances in any dispute arising out of any project on which Work was performed, **Thompson Engineering** shall be reimbursed on a time and material basis in accordance with **Thompson Engineering's** then current, standard billing rates for such matters, including all out-of-pocket costs incurred in connection with such matters.

4. RIGHT OF ENTRY

The Client will provide for right of entry of **Thompson Engineering** personnel and all necessary equipment, in order to complete the Work.

While **Thompson Engineering** will take all reasonable precautions to minimize any damage to Client's property, it is understood by the Client that in the normal course of Work some damage may occur, the correction of which shall not be **Thompson Engineering's** responsibility.

5. UTILITIES

In the execution of its Work, **Thompson Engineering** will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold **Thompson Engineering** harmless for any damages to subterranean structures or utilities which are not called to **Thompson Engineering's** attention and correctly shown on the plans furnished by the Client.

6. SAMPLES

Thompson Engineering will retain all samples for thirty (30) days. Further storage or transfer of samples can be made at Client's expense upon written request.

7. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by **Thompson Engineering**, as instruments of service, shall remain the property of **Thompson Engineering**. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever.

Thompson Engineering will retain all pertinent records relating to the services performed for a period of five (5) years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

All documents are for the exclusive use and benefit of the Client only. Others who use the documents do so at their own peril. **Thompson Engineering** consents that its information and reports may be furnished to and used by others participating in the financing and/or development of the project (and for reports involving real property transactions, other parties of the transaction), but only in the same manner and extent as if such others were the addressee and the Client. The terms, conditions, and limitations of liability contained in the Agreement shall apply to others to whom Client furnishes such information and reports. No one other than the Client is authorized to rely, in any way, on any information or reports issued pursuant to this Agreement.

8. DISPUTES

In the event that a dispute should arise relating to the obligations of the parties under this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred in connection with such dispute, including staff time, court costs, attorney's fees and other related expenses.

9. PROFESSIONAL RESPONSIBILITY

Thompson Engineering represents that the Work shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professionals under similar circumstances at the time services are performed. No other representation to the Client, expressed or implied, and no warranty or guarantee is included or intended hereunder, or in any work performed under this Agreement.

Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by **Thompson Engineering** and that the data interpretations and recommendations of **Thompson Engineering's** personnel are based solely on the information available to them. **Thompson Engineering** will be responsible for those data interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

10. LIMITATION OF LIABILITY

A. This Agreement shall exclude all losses of all types including but not limited to property damage, bodily injury, third party liability or any other claim, cost or expense directly or indirectly arising out of, resulting from, or relating to mold, mildew, fungus, spores or other microorganisms of any type, nature, or description or any by-product thereof including but not limited to any substance whose presence poses an actual or potential threat to human health.

B. For claims not excluded by Paragraph A, the Client agrees to limit **Thompson Engineering's** liability to the Client and all construction contractors and subcontractors on any project arising from professional acts, errors or omissions, such that the total aggregate liability of **Thompson Engineering** to all those named shall not exceed \$50,000 or **Thompson Engineering's** total fee for the services rendered on the project, whichever is less. The Client further agrees to require of any contractor and subcontractors an identical limitation of liability to **Thompson Engineering**, which liability may arise on account of **Thompson Engineering's** professional acts, errors and omissions. Neither any contractor nor any subcontractors assume any

Master Services Agreement - General Terms and Conditions

liability for damages to others which may arise on account of **Thompson Engineering's** professional acts, errors or omissions.

As used in this paragraph, the term **Thompson Engineering** shall mean to include any parent, subsidiary or affiliated companies of **Thompson Engineering** and any directors, officers and employees of any of same.

11. INSURANCE

Thompson Engineering represents and warrants that it and its agents, staff and consultants employed by it is and are protected by worker's compensation insurance and that it has such coverage under public liability and property damage insurance policies which **Thompson Engineering** deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. **Thompson Engineering** shall not be responsible for any loss, damage or liability arising from any acts by Client, its agents, staff or other consultants employed by Client.

12. INDEMNIFICATION

The Client shall indemnify and hold **Thompson Engineering** harmless from and against any and all losses, claims (including third party claims), damages, judgments, fees, fines, penalties and other amounts (including, without limitation, any with respect to sickness, bodily injury, wrongful death and property damage), including attorneys fees and court costs, arising directly or indirectly out of or alleged to have arisen out of the performance of Work under this Agreement or any breach by Client of its obligations hereunder, which indemnity shall not be limited by reason of the existence or nonexistence of any insurance.

As used in this paragraph, the term **Thompson Engineering** shall mean to include any parent, subsidiary or affiliated companies of **Thompson Engineering** and any directors, officers and employees of any of same.

13. ASSIGNS

Neither the Client nor **Thompson Engineering** may delegate, assign sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

14. SAMPLING OR TEST LOCATION

Client may be charged additional fees for costs associated with surveying of the site for the accurate horizontal and vertical locations of any tests. Field tests or boring locations described in **Thompson Engineering's** report or shown on sketches will be based upon information furnished by others or estimates made in the field by **Thompson Engineering's** representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. If the Client specifies a test or boring location, **Thompson Engineering** reserves the right to deviate a reasonable distance from the location specified. **Thompson Engineering** reserves the right to terminate its obligation to perform any Work if site conditions prevent drilling at or near the designated boring locations and these conditions were not revealed to **Thompson Engineering** prior to agreeing to perform the Work. If, in order to complete the borings to their designated depths, a re-drilling is necessitated by encountering impenetrable subsurface objects, this will be charged to Client at the appropriate rates contained in **Thompson Engineering's** standard fee schedule.

15. RIGHT TO STOP WORK

Stopping the construction work is an extreme action which should be taken only by the Client after giving serious consideration to the effects of such an order. Under no circumstances will **Thompson Engineering** take the initiative in issuing this order. **Thompson Engineering** will only provide data and recommendations.

16. ROOF CUTS

To obtain accurate information in a roof investigation, roof cuts may be necessary. It is the responsibility of our Client to make the appropriate repairs to these roof cuts using materials consistent with the roofing system and in

accordance with any existing material manufacturer's warranties. A roofing contractor or maintenance personnel selected by Client should be on the roof to make repairs at the time the samples are obtained. **Thompson Engineering** can make temporary repairs at the time of **Thompson Engineering's** inspections, but additional charges may be incurred. Although every attempt will be made to make these repaired areas water tight, **Thompson Engineering** will in no way be responsible for any water damage to the roofing system, building, or its contents resulting from **Thompson Engineering's** temporary repairs.

17. FIELD MONITORING AND TESTING

If the Scope of the Work in the Authorization for Services includes construction field monitoring and/or testing, **Thompson Engineering** shall visit the project site at intervals appropriate to the stage of construction or as agreed to in writing by the Client and **Thompson Engineering**, in order to observe the progress and quality of the work completed by the contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the contractor's work but rather are to allow **Thompson Engineering** to become generally familiar with the work in progress and to determine in general if the work is proceeding in accordance with the contract documents.

Thompson Engineering shall not supervise, direct or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor nor for the contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the contractor in accordance with the contract documents. **Thompson Engineering** shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portion of the work, or any agents or employees of any of them. **Thompson Engineering** does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract documents or any applicable laws, codes, rules or regulations.

18. SAFETY

Should **Thompson Engineering** provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including the safety of all persons and property during the performance of the work, and for compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by **Thompson Engineering** does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

19. HAZARDOUS SUBSTANCES

Client agrees to advise **Thompson Engineering**, prior to beginning work, of any hazardous substance on or near the site. In the event that test samples obtained during our work contain substances hazardous to health, safety or the environment, these samples remain the property of the Client. Likewise, any equipment contaminated as a result of the Work which cannot be reasonably decontaminated shall become the property and responsibility of the Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of contaminated equipment.

20. REUSE OF DOCUMENTS AND ELECTRONIC MEDIA

Any and all documents and electronic media including Drawings, CADD files and Specifications prepared or furnished by **Thompson Engineering** (and **Thompson Engineering's** independent professional associates and consultants) pursuant to this Agreement are instruments of service of the Project and **Thompson Engineering** shall retain an ownership and property interest therein whether or not the Project is completed. Information contained in signed or sealed drawings should be deemed to be correct and superior to electronic information. Client may make and retain copies for information and reference

Master Services Agreement - General Terms and Conditions

in connection with use and occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written authorization or adaptation by Thompson Engineering for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Thompson Engineering, or to Thompson Engineering's subsidiaries, holding company, independent professional associates or consultants, and Client shall indemnify and hold harmless Thompson Engineering and Thompson Engineering's subsidiaries, holding company, independent professional associates and consultants from any and all claims (third party or otherwise), damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom.

21. GOVERNING LAW

This agreement shall be governed by the laws of the State of Mississippi and the United States.

22. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Client and Thompson Engineering and supersedes all prior negotiations, representations and agreements, either oral or written. No modification to the terms hereof shall be made unless agreed to in writing by both parties.

23. SEVERABILITY

In the event any provision, or any portion of any provisions of this Agreement is held invalid, the other provisions of this Agreement and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.

23. TERMINATION

This Contract Agreement may be terminated in whole or in part at any time at the discretion of the Client by giving Thompson Engineering written notice by registered or certified mail at least thirty (30) days in advance of the termination date. In the event the Contract Agreement is terminated, Thompson Engineering shall be compensated for approved costs incurred to the date of termination. The Client shall not have exposure or liability to Thompson Engineering beyond the date of termination. All work completed by Thompson Engineering as of the date of termination will be delivered to the Client within thirty (30) working days after termination. The Client shall pay Thompson Engineering for the cost of any and all services rendered and expenses incurred, as well as any outstanding invoices for Work completed on the date of termination, within sixty (60) working days after termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

Project: Provide the general engineering services to Madison County for the period beginning _____ and ending _____, unless extended in writing by the mutual agreement of the parties.

Terms: The general services covered by this Agreement shall be performed on an hourly/reimbursable basis for any and all services authorized in written Task Order form, and same will be invoiced monthly at the standard hourly billing rates which are updated annually by Thompson Engineering. Any and all additional services requested and approved by the City beyond the scope specified herein will also be performed in accordance with the standard hourly billing rates which are updated annually by Thompson Engineering, a copy of which is attached hereto.



Thompson Engineering, Inc.

By: Tim Bryan, PE, PTOE

As its: Mississippi Area Manager

Date: 1/25/16

Address: 100 Business Park Drive, Suite G
Ridgeland, Mississippi 39157
601-899-9252

Madison County, Mississippi

By: _____

As its: _____

Date: _____

Address: _____

Please return executed copy of these terms and conditions to the attention of:
 Tim Bryan
 Phone 601-899-9252
 Fax 601-899-9253

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
MADISON COUNTY, MISSISSIPPI

1. Parties. The parties to this Agreement are the MADISON COUNTY BOARD OF SUPERVISORS, hereinafter referred to as the "MCBOS", and WAGES CONSULTING, LLC, hereinafter referred to as the "WC, LLC/Engineer."
2. Purpose. The MCBOS desires to engage the WC, LLC/Engineer to render certain professional services, the purpose of which is to provide engineering services for evaluation and/or the design and construction administration of proposed projects throughout Madison County, MS.
3. Scope of Services. The WC, LLC/Engineer will perform and complete in a timely and satisfactory manner the services described in Exhibit "A", captioned "Scope of Services", which is attached hereto and made a part hereof by reference.
4. General Terms and Conditions. This Agreement is hereby made subject to the terms and conditions included in Exhibit "B", captioned "General Terms and Conditions", which is attached hereto and made a part hereof by reference.
5. Consideration. As consideration for the performance of the services referred to in Exhibit "A", the MCBOS agrees to compensate the WC, LLC/Engineer as stipulated in Exhibit "C", captioned "Compensation", which is attached hereto and made a part hereof by reference.
6. Period of Performance. This Agreement will become effective for the period beginning February 1, 2016, and ending on January 31, 2017, upon the approval and signature of the parties hereto.
7. Method of Payment. The WC, LLC/Engineer agrees to accept payments referred to in Paragraph 5, "Consideration", to be paid as billed by the WC, LLC/Engineer.

In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

DATE

By: _____
CHAD A. WAGES, P.E.
PRINCIPAL
WAGES CONSULTING, LLC

DATE

By: _____

MADISON COUNTY BOARD OF SUPERVISORS

EXHIBIT "A"
SCOPE OF SERVICES

1. The WC, LLC/Engineer will coordinate communications with the MCBOS through its COUNTY ENGINEER/ROAD MANAGER (DAN GAILLET) or other designee.
2. The WC, LLC/Engineer will assist the MCBOS by providing professional engineering services for various projects involving evaluation and/or design and/or construction administration throughout Madison County, Mississippi and other engineering and/or GIS related services as required by the MCBOS. Services will include, but not be limited to, site reconnaissance, opinion of probable construction cost, development of maps, conceptual design drawings and displays for presentation, topographic and boundary surveying, hydraulic and hydrologic analysis, coordination with other state, municipal and private agencies, analysis of previously performed design by others, and related services.
3. The WC, LLC/Engineer will provide engineering, construction administration, oversight and management services as requested by the MCBOS.
4. The WC, LLC/Engineer will assist the MCBOS in selecting and negotiating construction managers, architectural services, engineering services, and any other professional services in which the MCBOS may need assistance in performing such services.
5. The WC, LLC/Engineer will hold no responsibility or liability for the performance or non-performance of other entities selected to perform services for the project.
6. The WC, LLC/Engineer may be required upon request by MCBOS to perform other specific engineering or engineering related services that facilitate the MCBOS in meeting the required schedule of deliverables. The MCBOS will compensate WC, LLC/Engineer for these services at the hourly rates included in Exhibit "C" Compensation.

EXHIBIT "B"
GENERAL TERMS AND CONDITIONS

1. **STANDARD OF PRACTICE.** Services performed by WC, LLC/ENGINEER under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warrant or guarantee is included or intended in this agreement, or in any report, opinion, document or otherwise.

2. **CHANGE OF SCOPE.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by the MCBOS. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the project progresses, facts discovered may indicate that scope must be redefined. Changes in scope may warrant Additional Services which are not a part of the agreed upon compensation. These Additional Services shall be paid for by the MCBOS in accordance with WC, LLC/ENGINEER's prevailing hourly rate schedule.

3. **SAFETY.** WC, LLC/ENGINEER specifically disclaims any authority or responsibility for general job site safety of persons other than WC, LLC/ENGINEER employees.

4. **BILLING.** Invoices will be issued at the end of each month, payable upon receipt, unless otherwise agreed. Interest of 1.5% per month will be payable on any amounts not paid within 45 days, payment thereafter applied first to accrued interest and then to principal unpaid amount.

5. **TERMINATION.** Either the MCBOS or WC, LLC/ENGINEER may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar day's prior written notice. The MCBOS shall, within thirty (30) calendar days of termination, pay WC, LLC/ENGINEER for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

6. **BURIED UTILITIES.** The MCBOS will furnish to WC, LLC/ENGINEER information identifying the type and location of underground improvements. WC, LLC/ENGINEER (or his or her authorized subconsultant) will prepare a plan that shows the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. The MCBOS will approve of the locations of subsurface penetrations prior to their being made. The MCBOS agrees, to the fullest extent permitted by law, to waive all claims and causes of action against WC, LLC/ENGINEER and anyone for whom WC, LLC/ENGINEER may be legally liable, for damages to underground improvements that result from subsurface

penetration locations depicted to WC, LLC/ENGINEER.

7. **INSURANCE.** WC, LLC/ENGINEER agrees to maintain (1) statutory workers' compensation insurance coverage and (2) comprehensive general liability coverage and automobile liability insurance coverage. WC, LLC/ENGINEER agrees to maintain professional liability insurance in the sum of not less than \$250,000 annual aggregate, on a claims-made basis, as long as it is reasonably available under standard policies at rates comparable to those currently in effect.

8. **HAZARDOUS MATERIALS.** It is acknowledged by both parties that WC, LLC/ENGINEER scope of services does not include any services related to asbestos, hazardous, or toxic materials. In the event WC, LLC/ENGINEER or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any what that such materials may be present at the jobsite or any adjacent areas that may affect the performance of WC, LLC/ENGINEER's services, WC, LLC/ENGINEER may, at his or her own option and without liability for consequential or any other damages, suspend performance of services on the project until the MCBOS retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

9. **OWNERSHIP OF INSTRUMENTS OF SERVICE.** The MCBOS acknowledges WC, LLC/ENGINEER construction documents as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the MCBOS upon completion of the work and payment in full of all monies due to WC, LLC/ENGINEER. The MCBOS shall not reuse or make any modification to the plans and specifications without the prior written authorization of WC, LLC/ENGINEER, and MCBOS shall be responsible for MCBOS's unauthorized modification or reuse.

10. **THIRD PARTY BENEFICIARIES.** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of a third party against either the MCBOS or WC, LLC/ENGINEER. WC, LLC/ENGINEER services under this Agreement are being performed solely for the MCBOS's benefit, and no other entity, including the MCBOS's contractors, shall have any claim against WC, LLC/ENGINEER because of this Agreement or the performance or nonperformance of services hereunder.

11. **DELAYS.** If events beyond the control of MCBOS or WC, LLC/ENGINEER including, but not limited to, fire, flood,

explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government entity, result in the delay to any schedule established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 60 days, WC, LLC/ENGINEER shall be entitled to an equitable adjustment in compensation.

12. OPINIONS OR CONSTRUCTION COST. Any opinion of construction costs prepared by WC, LLC/ENGINEER is supplied for the general guidance of the MCBOS only. Since WC, LLC/ENGINEER has no control over competitive bidding or market conditions, WC, LLC/ENGINEER cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to MCBOS.

13. ACCESS. MCBOS shall provide WC, LLC/ENGINEER safe access to any premises necessary for WC, LLC/ENGINEER to provide the Services.

14. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

15. STATUES OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification the time period for bringing claims under this Agreement shall expire three (3) years after Project completion.

16. DISPUTE RESOLUTION. Parties shall attempt to settle disputes arising under this Agreement by discussion between the parties' senior representatives of management. If any dispute cannot be resolved in this manner within a reasonable length of time, parties agree to attempt non-binding mediation or any other method of alternative dispute resolution prior to filing any legal proceedings. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

17. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

18. E-VERIFY. The WC, LLC/ENGINEER represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The WC, LLC/ENGINEER agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. The WC, LLC/ENGINEER further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The WC, LLC/ENGINEER understands and agrees that any breach of these warranties may subject WC, LLC/ENGINEER to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to WC, LLC/ENGINEER by an agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, the WC, LLC/ENGINEER would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

19. E-PAYMENT. The WC, LLC/ENGINEER agrees to accept all payments in United States currently via the State of Mississippi's electronic payment and remittance vehicle. The MCBOS agrees to make payments in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Mississippi Code Annotated § 31-7-301 et seq., which generally provides for payment on undisputed amounts by the agency within forty-five (45) days of receipt of invoice.

EXHIBIT "C"
COMPENSATION

1. In consideration for the satisfactory performance and MCBOS acceptance of services in Exhibit "A", the MCBOS will compensate the WC, LLC/Engineer at the hourly rates listed in Paragraph 4 of this Exhibit. When submitting invoices to the MCBOS, the WC, LLC/Engineer must attach a detailed report of service hours provided for the billing period.
2. The MCBOS will reimburse the WC, LLC/Engineer for agreed upon expenses, including travel, necessary for the performance of this Agreement.
3. The WC, LLC/Engineer will be compensated for services at the hourly rates specified below. The WC, LLC/Engineer will also be reimbursed for preapproved expenses incurred by the following personnel.

<u>Employee Classification</u>	<u>Hourly Rate</u>
Principal Engineer	\$ 175.00
Project Manager	110.00
Senior Engineer	100.00
GIS Specialist	90.00
Engineer/Planner	90.00
Senior Designer	85.00
Engineer Intern/Engineer Designer	80.00
Resident Project Representative (RPR)	75.00
Engineer Technician I	55.00
Engineer Technician II	65.00
Clerical	40.00
Mileage	IRS rate/mile
Reimbursable Expenses	Actual + 6%

5. If the WC, LLC/Engineer utilizes subconsultants/subcontractors to perform any of these services, the MCBOS must first approve such subconsultant/subcontractor and will reimburse the WC, LLC/Engineer at actual cost plus 6%. Any expense reimbursement made under the provisions of this Paragraph is not subject to the Agreement maximum defined in Paragraph 3 of this Exhibit.