

THIS AGREEMENT is made and entered into effective \_\_\_\_\_, 20\_\_\_\_ (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: **Reunion Parkway Phase 3 Project**

**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 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. CLIENT may terminate for convenience, in which case STANTEC shall be paid for work completed to date.

**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:** STANTEC's liability insurance limits. 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.

**Indemnification by Engineer.** To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property, tangible or otherwise (including the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, agents or Consultants. The indemnification provision of the preceding sentence is subject to and limited by the provisions agreed to by Owner and Engineer in Exhibit I, "Allocation of Risks," if any.

**Indemnification by Owner.** To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of property, tangible or otherwise (including the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents,

consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

**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 the Client. Engineer shall have the right to retain copies of all documents and drawings for its files.

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.

**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 \_\_\_\_\_

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: \_\_\_\_\_, 20\_\_\_\_

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 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 services involving the proposed Reunion Phase 3 Project. The MDOT LPA process will be followed for all aspects of this project.

**Phase 1 – Environmental Services**

The Environmental Phase will begin with a kick-off meeting between all involved parties followed by the development of three alternatives linking Parkway East with US Highway 51. Throughout the environmental review, permitting and coordination, including the NEPA EA documentation, the Mississippi Department of Transportation (MDOT) Local Public Agency (LPA) guidelines will be strictly adhered to. The following services are included in Phase 1 (see attached proposal submitted by Headwater, Inc. for additional details):

- Conduct a Field Assessment
- Complete a Field Survey which will include the following item:
  - The elevation and horizontal location of the East end of the terminus of the developed intersection at Parkway East. ( The BOP of this project)
  - A cross section of Bear Creek which will extend 150 feet along the alignment from the top banks of Bear creek in both directions
  - A cross section of the railroad which will extend 200 feet along the alignment from the center of the tracks in both directions
  - Cross sections of Highway 51 which are limited to the edges of pavement and the centerline of the existing pavement. These cross sections will extend from a point 1,500 feet south of the its intersection with Green Oak Lane to a point 1,500 feet north of said intersection
  - Cross sections of Green Oak Lane which are limited to the edges of pavement and the centerline of the existing pavement. These cross sections will extend to its intersection with Highway 51 to a point 500 feet easterly said intersection
- NEPA EA documentation and coordination with MDOT, the FHWA & other agencies
- Wetlands Field Delineation, Mapping and Report Documentation
- Conduct a T&E Species Survey and complete the required assessment for the presence of any potential hazardous substances or conditions.
- Complete a Phase I Cultural Resources Survey and coordinate with the MDAH
- Conduct a Public Hearing
- Complete a Traffic Study with traffic projections for the No-Build and Build Conditions
- Complete a Noise Study (see Attached Traffic Noise Impact Study - Scope of Services)
- Complete the Environmental Assessment Document

## **Phase 2 – Field Review Design Services**

Following the completion of the Environmental Document, we will begin the design process for the preferred alternative. The following services will be included in Phase 2:

- Topographical Survey
- Geotechnical Study
- Hydraulic Design
- Preliminary Roadway Design
- Preliminary Traffic Signal and Sign Design
- Preliminary Structure Design
- Preliminary Landscaping Design
- Preliminary Specifications
- Coordinate with the railroad and other impacted agencies
- Conduct a Field Review with all required parties

## **Phase 3 – Office Review Design Services**

Following the completion of Phase 2, we will prepare the final design plans based on comments received during the Field Review. The following services will be included in Phase 3:

- Final Roadway Design
- Final Traffic Signal and Sign Design
- Final Structure Design
- Final Landscaping Design
- Final Specifications
- Prepare required Permits
- Develop Maps and Descriptions for all required Right-Of-Way (ROW)
- Conduct an Office Review with all required parties

## **Phase 4 – Right-Of-Way and Utility Relocation Services**

Following authorization from the MDOT to begin the ROW acquisition, all ROW will be acquired and all relocation services carried out in accordance with the MDOT LPA guidelines. We will also coordinate with all impacted utility companies regarding any required relocations.

## **Phase 5 – Final PS&E Assembly Services**

Following the ROW acquisition, all required utility relocations and the procurement of all required permits, we will submit the final PS&E Assembly to the MDOT for approval. This phase will also include assisting Madison County with the bidding process through award.

## **Phase 6 – Construction Engineering and Inspection (CE&I) Services**

Once the project has been awarded, we will provide all CE&I services as required by the MDOT Project Development Manual for Local Public Agencies. The following services will be included in Phase 6:

- Fulltime supervision and inspection of the contractor performing the work
- Collection and testing of all material as required by the approved LPA Sampling and Testing Proposal
- Perform all required measurement and documentation of pay-item quantities
- Preparation and submission of all construction payment requests
- Perform documentation of daily work activities and maintain the project diaries using the MDOT LPA Site Manager program
- Prepare all documents related to the project closeout

(hereinafter called the "SERVICES")

CONTRACT TIME: Commencement Date: \_\_\_\_\_, 20\_\_\_\_  
Estimated Completion Date:  
Phase 1 - February 28, 2017  
Phases 2-4 – February 29, 2020,  
Phase 5 – February 28, 2022  
Phase 6 – To Be Determined

CONTRACT PRICE: Subject to the terms below, CLIENT will compensate STANTEC as follows:  
Compensation will be based upon the Rate Table below with a "Not to Exceed" cost of **\$174,000.00** for **Phase 1 Services Only**:

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.

**Compensation for Phases 2-6 will be negotiated at a later date.**

<b>Summary of Fees for Phase 1</b>	
Consultant	Fee
Stantec	\$59,025.74
Headwaters	\$58,500.00
Baker	\$56,288.11
Total Fee	\$173,813.85

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:

Labor	Rate
Principal	\$229.19
Supervisor	\$229.19
Professional Engineer	\$154.76
Professional Land Surveyor	\$139.69
Engineer Intern	\$94.26
Senior Technician	\$121.85
CADD Technician	\$82.82
GIS Analyst	\$104.39
Inspector	\$68.99
Survey Party Chief	\$88.32
Instrumentman	\$70.42
Survey Rodman	\$59.23
Administrative	\$79.99
Clerical	\$46.61
<b>Units</b>	
1-Man Survey Crew	\$88.32
2-Man Survey Crew	\$158.74
3-Man Survey Crew	\$217.97
4-Man Survey Crew	\$288.39
Travel/Mileage	\$0.540
Per Diem	\$85.00
Survey Vehicle Mileage	\$0.540

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.





April 22, 2016

Mr. Brad Engels  
Stantec Consulting Services, Inc.  
200 North Congress Street, Suite 600  
Jackson, Mississippi 39201

**Re: Proposed Reunion Parkway Project  
Madison County, Mississippi  
NEPA EA Development and Coordination  
Budget Proposal**

Dear Brad:

As per our discussions, we have reviewed the information and the mapping for the above referenced Reunion Parkway Project running from the Parkway East interconnection eastward to the interconnection with U.S. Highway 51 and the requirements for the NEPA Environmental Assessment (EA) development and coordination. Please accept this as our proposal to conduct the environmental review, permitting and coordination, including the NEPA EA documentation under the Mississippi Department of Transportation (MDOT) Local Public Agency (LPA) guidelines.

We would propose to complete all of the field assessment, documentation and coordination activities that are required for the NEPA EA documentation under the Federal Highway Administration (FHWA) guidelines. The scope of services will include the wetlands field delineation, mapping and report documentation. In addition, we will also conduct the T&E Species survey and will complete the required assessment for the presence of any potential hazardous substances or conditions.

As noted, we will complete the required assessment and documentation for each of the required resource categories and coordinate with all of the pertinent State and Federal resource agencies. In addition, we will provide the documentation for submittal to MDOT utilizing the FHWA NEPA EA formatting.

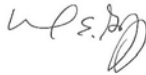
The FHWA EA process also requires that we complete a Phase I Cultural Resources survey. We will first complete a cultural resources review and coordination with the Mississippi Department of Archives and History (MDAH). In addition, we have also included the costs for completing the Phase I Cultural Resources Survey in our budget estimates.

Based upon the scope of services required, we would propose that we complete the environmental review, permitting and coordination activities and the NEPA EA documentation and coordination on an hourly basis with an estimated not to exceed budget of \$58,500.00. In addition, we would propose to invoice for our services on a monthly basis through the course of the project. I have also attached a copy of our current rate sheet for your use.

Given the nature of the NEPA EA process, we can move forward with the field assessments and begin all of the coordination efforts with the State and Federal agencies once you can provide us the proposed alternative routes. We will also begin the NEPA EA draft documentation immediately upon receiving the alternative route locations so that is moving forward. Normally, we do not go to permitting until have the FHWA has issued the FONSI following the public comment period and the completion of the final design. If we begin the process by the middle of May, we should have the NEPA EA documentation completed and a Draft EA submitted to MDOT and the FHWA by the first of September. They should be able to complete the public notice and get to the FONSI no later than the first of December.

As always, we appreciate the opportunity to be of assistance to you and Madison County in this matter. If you have any questions or need any additional information please do not hesitate to contact us.

Sincerely,



Michael Goff  
President

Attachment



Effective May 1, 2015

Rate Sheet	
Description	Fee
Principal	\$135.00/Hr.
Project Manager	\$115.00/Hr.
Environmental Coordinator	\$90.00/Hr.
Biologist	\$90.00/Hr.
Cultural Resources Coordinator	\$90.00/Hr.
Environmental Specialist	\$80.00/Hr.
GIS Technician	\$80.00/Hr.
Administrative	\$60.00/Hr.
ATV Expense	100.00/day
Vehicle Mileage Expense	\$0.57/mile
Printing Charges (black & white/color)	\$0.49/\$1.00 per copy
Environmental Supplies (tapes, batteries, etc.)	\$23.50/project

# TRAFFIC NOISE IMPACT STUDY

## SCOPE OF SERVICES

### Reunion Parkway Phase III: Parkway East to East of US 51 at Green Oak Lane

Baker will conduct a Traffic Noise Impact Study following current MDOT policy dated July 13<sup>th</sup> 2011, revised as Noise Policy 2011E dated October, 2012. This project will begin on the east side of the Reunion Parkway intersection with Parkway East and extend eastward to approximately 1,800 ft southeast of US 51 at Green Oak Lane. At this time, the project consists of a 4-lane new alignment roadway/boulevard that is NOT inclusive of the proposed new interchange with I-55 (separate project). The PRIME is expected to provide the following data in a timely fashion to Baker in order for Baker to have a draft noise report by a date to be determined and agreed to by the PRIME, Baker and MDOT:

1. Existing, Design Year No-Build and Three (3) Design Year Build Alternative peak hour volumes or DHV, proposed and posted speeds and the percent trucks for (at a minimum) the proposed Reunion Parkway, Parkway East north and south of the Reunion Parkway intersection, US 51 north and south of the Reunion Parkway intersection and Green Oak Lane. I-55 mainline and ramp traffic volumes are not needed because the nearest potential noise-sensitive receptor is approximately 1,600 feet from I-55, so it is too far away to have an effect on the noise analysis.
2. Existing and proposed contours/elevations. If proposed contours are not available, then it will be assumed that the proposed improvements (the additional capacity, receptors, local roads, etc.) will be built on or close to the relative existing terrain as taken from internet aerial mapping sites such as Google or Bing. A 30 foot clearance will be assumed for any proposed bridge.
3. Best available Existing and Build Alignment design files mapping in electronic format. The typical cross-section can be hard-copy. Design files would be preferable in .dgn format. The design files should include nearby noise sensitive PROPERTIES (in addition to structures) within a 600 ft. minimum of the right-way (500 feet plus a conservative 100 foot buffer in case a continuous noise sensitive land use-such as a residential subdivision or neighborhood-extends beyond the 500 foot cordon line).

*Note – 500 feet decision: TNM v2.5 is performing very well for open area, acoustically soft ground sites at near distances; open area, acoustically hard ground sites at near distances; and barrier sites. A slight degradation in model performance is observed at larger distances: for open area, acoustically soft ground sites [600 ft (~180 m) and beyond] and acoustically hard ground sites [900 ft (~275 m) and beyond]. At these distances, TNM appears to be under-predicting for soft ground and over-predicting for hard ground regardless of the construction limits. Should impacts be predicted beyond 500 feet further investigations are required to determine the extent or cause of the impact (e.g. modeling errors or secondary noise generator).*

The detailed scope includes the following based on MDOT policy:

1. **Identification of existing and planned noise sensitive land uses.** An inventory will be made of all existing activities, developed lands, and undeveloped lands for which development is planned, designed and programmed, which may be affected

by noise from the proposed highway. Proposed development will be considered planned, designed and programmed on the date of issuance of building permits. All noise sensitive receptors listed in Activity Categories A, B, C, D, and E of Table 1 of 23 CFR 772 will be included in the inventory. Land uses in Activity Category F of Table 1 of 23 CFR 772 may be included in the inventory if it will contribute to the completeness of the study; however, land uses in Category F are not required to be included in the inventory.

2. **Determination of existing noise levels.** Existing noise levels at current and planned noise sensitive land uses will be made by measuring and/or predicting Leq noise levels for the traffic characteristics which yield the worst hourly traffic noise impact on a regular basis. Each house, church, school, apartment building, etc., will normally be considered to be a separate noise sensitive land use; however, several trailer houses in a trailer park or several businesses in the same building may be considered to be a single noise sensitive land use. Each measurement will be made for a period of at least fifteen minutes with an ANSI-Type 2 or better sound level meter or analyzer. Predictions will be made using FHWA's TNM2.5 computer model. Based on current aerial mapping, a maximum of four (4) field measurements may be needed to represent all the modeled noise sensitive receptors in the project area. Normally, at least one measurement will be made during peak hours for every 20 noise sensitive receptors identified. Based on current aerial mapping, it is expected that the number of modeled sites will be no more than 15 sites (approximately), pending verification by field view. However, the few additional sites are needed to provide proper coverage of the various zones in the project area. The TNM computer model will be validated by analyzing the measurement site sound levels in conjunction with the observed traffic during the field measurement.
3. **Prediction of design year no-build and build alternative noise levels.** The Leq noise levels will be predicted at existing and planned noise sensitive land uses for three (3) build alternative under detailed consideration plus the no-build alternative. The predictions will be made using FHWA's TNM2.5. The predictions will be made for the traffic characteristics which yield the worst hourly traffic noise impact on a regular basis. Based on current aerial mapping, and as mentioned above, it is expected that the number of modeled sites will be approximately no more than 15 sites (mostly residential, plus two places of worship and one office building, pending verification).
4. **Determination of traffic noise impacts.** Traffic noise impact will be determined at each existing and planned noise sensitive land use by comparing the predicted design year noise level with the Noise Abatement Criteria (NAC) of 23 CFR 772 and with the existing noise level. If the predicted design year noise level approaches (comes within 1 dBA) or exceeds the NAC noise impact will occur. Noise impact will also occur if the predicted design year noise level substantially exceeds the existing noise level (15 dBA or greater). (Note: an indoor analysis shall only be done after exhausting all outdoor analysis options. In situations where no exterior activities will be affected by traffic noise, the interior noise levels shall be used to determine noise impact for noise sensitive receptors in Activity Category D of Table 1 of 23 CFR 772.)

5. **Examination and evaluation of alternative noise abatement measures for reducing or eliminating noise impacts.** Noise abatement measures such as traffic management measures, changes in horizontal and vertical alignments, acquisition of property for buffer zones, noise insulation of public use or nonprofit institutional structures and construction of noise barriers will be considered. The feasibility and reasonableness of noise barriers is covered in detail in Section VI of MDOT's noise policy. A preliminary overview of the study area indicated that there approximately 15 receptors in the vicinity of the proposed improvements.
6. **Meetings.** The scope assumes that Baker will attend zero (0) public meetings, but assumes internal meetings/phone conferences within Baker and/or the PRIME and MDOT, as needed.
7. **Preparation of noise study report.** A noise study report will be prepared to present the results of the proposed project. If no impacts are predicted, then a short summary version of the detailed noise study report format will be prepared. If there are predicted impacts, then the following will normally be included in a detailed noise study report:
  1. INTRODUCTION
  2. SUMMARY OF RESULTS
  3. FUNDAMENTALS OF SOUND AND NOISE
  4. NOISE IMPACT CRITERIA
  5. NOISE LEVEL MEASUREMENTS
  6. NOISE LEVEL ESTIMATES
  7. TRAFFIC
  8. EXISTING NOISE ENVIRONMENT
  9. DESIGN YEAR NO-BUILD ALTERNATIVE NOISE ENVIRONMENT
  10. DESIGN YEAR BUILD ALTERNATIVE NOISE ENVIRONMENT
  11. TRAFFIC NOISE ABATEMENT
  12. CONSTRUCTION NOISE ABATEMENT
  13. FHWA POLICY REGARDING LAND USE DEVELOPMENT AND FUTURE NOISE ABATEMENT
  14. COORDINATION WITH LOCAL OFFICIALS  
TABLE with Exterior Noise Levels  
TABLE with Traffic Data and Leq Contours  
MAP with Proposed Project with Receptors

Direct Labor:

<b>Tasks</b>	<b>Principal</b>	<b>Supervisor</b>	<b>Professional Engineer</b>	<b>Engineer Intern</b>	<b>CADD Technician</b>	<b>Administrative</b>	<b>Clerical</b>	<b>TOTALS</b>
1.0 DATA COLLECTION								
1.1 Site Visit		4	4					8
1.2 Identify existing traffic patterns & establish growth rate			8	16				24
2.0 ANALYSIS								
2.1 No-Build analysis			6	8				14
2.2 Build analysis			6	8				14
3.0 TRAFFIC STUDY REPORT								
3.1 Prepare & submit draft Traffic Study report for review			10	10	10			30
3.2 Revise draft Traffic Study report per review comments			10	10	10			30
3.3 Submit Final Traffic Study report			8	8				16
PROJECT MANAGEMENT								
Independent/quality reviews		1						1
Administrative duties						4	4	8
	Total Hours	0	52	60	20	4	4	145
	Hourly Rate \$	229.19	229.19	154.76	94.26	82.82	79.99	46.61
	Salary Cost \$	-	1,145.95	8,047.52	5,655.60	1,656.40	319.96	186.44
							Labor Costs:	\$ 17,011.87

Direct Costs:

	<b>Qty</b>	<b>Unit Cost</b>	<b>Cost</b>
8-Hour Turning Movement Counts	4	\$ 500.00	\$ 2,000.00
Mileage (1 x Roundtrip @ 440 miles per trip)	440	\$ 0.54	\$ 237.60
		Direct Costs:	\$ 2,237.60

**Total Project Cost**

\$ 19,249.47

Direct Labor:

<u>Tasks</u>	<u>Principal</u>	<u>Supervisor</u>	<u>Professional Engineer</u>	<u>Engineer Intern</u>	<u>Senior Technician</u>	<u>CADD Technician</u>	<u>Clerical</u>	<u>TOTALS</u>
Phase 1 - Environmental Services								
Site Visit	2	2	2					6
Development of 3 Alternates	5	10	30	30		24		99
Attend Public Hearing	4	4	4					
Project Coordination		8	8					
PROJECT MANAGEMENT								
Independent/quality reviews		6						6
Administrative duties							8	8
<hr/>								
Total Hours	11	30	44	30	0	24	8	119
Hourly Rate	\$ 229.19	\$ 229.19	\$ 154.76	\$ 94.26	\$ 121.85	\$ 82.82	\$ 46.61	
Salary Cost	\$ 2,521.09	\$ 6,875.70	\$ 6,809.44	\$ 2,827.80	\$ -	\$ 1,987.68	\$ 372.88	\$ 21,394.59

Direct Costs:

	<u>Quantity</u>	<u>Unit Cost</u>	<u>Cost</u>
Miscellaneous	1	\$ 500.00	\$ 500.00
Mileage	30	\$ 0.54	\$ 16.20
			\$ 516.20

**Total Project Cost**

\$ 21,910.79



Direct Labor:

<u>Tasks</u>	<u>Professional Land Surveyor</u>	<u>CADD Technician</u>	<u>Survey Party Chief</u>	<u>Instrumentman</u>	<u>Survey Rodman</u>	<u>Administrative</u>	<u>Clerical</u>	<u>TOTALS</u>
Limited Field Survey								
Field Work	10		72	72				154
Office Work	10	40						50
<hr/>								
Total Hours	20	40	72	72	0	0	0	204
Hourly Rate	\$ 139.69	\$ 82.82	\$ 88.32	\$ 70.42	\$ 59.23	\$ 79.99	\$ 46.61	
Salary Cost	\$ 2,793.80	\$ 3,312.80	\$ 6,359.04	\$ 5,070.24	\$ -	\$ -	\$ -	
								Labor Costs: \$ 17,535.88

Direct Costs:

	<u>Qty</u>	<u>Unit Cost</u>	<u>Cost</u>
Miscellaneous	1	\$ 200.00	\$ 200.00
Mileage (8 trips @ 30 miles per trip)	240	\$ 0.54	\$ 129.60
			Direct Costs: \$ 329.60

**Total Project Cost**

\$ 17,865.48



We Make a Difference

**REUNION PARKWAY - PHASE III**

**Phase A: Part 3 -- CONCEPTUAL PLANS (Bridges)**

1) DIRECT LABOR:							
No.	Title of Drawing or Task	Eng. Manager	Senior Engineer	Engineer	Engineering Tech.	Secretary	Totals
<b>Bridge "A" - Reunion Parkway Across Bear Creek</b>							
<b>Structural Design Study Plans &amp; Design Tasks:</b>							
<b>Alternate A Alignment</b>							
1	Foundation Sketch (working dwgs)			8	6		14
1	Elevation Sketch (working dwgs)			8	6		14
	Develop Span Arrangement			4			4
	Construction Cost Estimate			1			1
	Low Chord Calculation (possible superelevation)			2			2
	Collect and review FEMA data on Bear Creek		12				12
	Check span arrangement for floodway clearance		8				8
<b>Alternate B Alignment</b>							
1	Foundation Sketch (working dwgs)			6	4		10
1	Elevation Sketch (working dwgs)			6	4		10
	Develop Span Arrangement			2			2
	Construction Cost Estimate			1			1
	Low Chord Calculation (possible superelevation)			2			2
	Check span arrangement for floodway clearance		8				8
<b>Alternate C Alignment</b>							
1	Foundation Sketch (working dwgs)			6	4		10
1	Elevation Sketch (working dwgs)			6	4		10
	Develop Span Arrangement			2			2
	Construction Cost Estimate			1			1
	Low Chord Calculation (possible superelevation)			2			2
	Check span arrangement for floodway clearance		8				8
<b>Bridge "B" - Reunion Parkway Over Railroad</b>							
<b>Structural Design Study Plans &amp; Design Tasks:</b>							
<b>Alternate A Alignment</b>							
1	Foundation Sketch (working dwgs)			8	6		14
1	Elevation Sketch (working dwgs)			8	6		14
	Develop Span Arrangement			4			4
	Construction Cost Estimate			1			1
	Low Chord Calculation (possible superelevation)			2			2
<b>Alternate B Alignment</b>							
1	Foundation Sketch (working dwgs)			6	4		10
1	Elevation Sketch (working dwgs)			6	4		10
	Develop Span Arrangement			2			2
	Construction Cost Estimate			1			1
	Low Chord Calculation (possible superelevation)			2			2
<b>Alternate C Alignment</b>							
1	Foundation Sketch (working dwgs)			6	4		10
1	Elevation Sketch (working dwgs)			6	4		10
	Develop Span Arrangement			2			2
	Construction Cost Estimate			1			1
	Low Chord Calculation (possible superelevation)			2			2
12							
12	Submit 1 Electronic Set For Review			1	1		2
	Revise Per Review			8	4		12
	Project Management	8					8
6							
	Total hours	8	36	123	61	0	228
	Average Hourly Rate	\$75.00	\$56.50	\$44.50	\$31.50	\$25.00	
	Salary Cost	\$600.00	\$2,034.00	\$5,473.50	\$1,921.50	\$0.00	
				Sub-Total: Salary Costs			\$10,029
2)	PAYROLL BURDEN, GENERAL OVERHEAD, & ADMINISTRATION COSTS:					161.63%	\$16,210
3)	OTHER DIRECT COSTS:						
		Quantity	Unit	Unit Cost	Amount		
	Blue-Line Prints	0	Each	\$1.00	\$0.00		
	Xerox copies	100	Each	\$0.07	\$7.00		
	Mileage	50	Miles	\$0.540	\$27.00		
	Subsistence (Hotel, 1 night per person)	0	rate	\$70.00	\$0.00		
	Miscellaneous (Meals, 3 per day per person)	0	days	\$41.00	\$0.00		
				Sub-Total: Direct Costs			\$34
4)	SUB-TOTAL: LABOR AND DIRECT COSTS						\$26,273
5)	FIXED FEE: (12% of Labor Costs)						\$3,149
6)	ESTIMATED SUB-TOTAL COST THIS PHASE AND PART						\$29,422



We Make a Difference

**REUNION PARKWAY - PHASE III**

**NOISE STUDY**  
**Madison County**

**1. DIRECT LABOR:**

**NO. Sub-Task**

	A Kuchta	EL. McMahan	C Walsh	GIS/CADD
Data Collection, Maps-Traffic-Plans-Elevations	2	2	2	
Data Conversion to Noise Model Format	2			4
Noise Measurements, Validate Model	4	8	8	
TNM Inputs & Model Run-Existing	14			
TNM Inputs & Model Run-Design Year No-Build	2			
TNM Inputs & Model Run-Design Year Buil (3 Alternatives)	40			
Analyze Results	2			
Preliminary Mitigation Analysis (3 Alternatives)	12			
Baker Internal Meetings	1	1		1
Draft Report	32			16
Respond to Comments	4			2
Finalize Report	10			2
Public Involvement				
<b>Total Hours</b>	125	11	10	25
<b>Hourly Rate</b>	\$62.50	\$37.70	\$26.50	\$31.80
<b>Salary Cost</b>	\$7,813	\$415	\$265	\$795

**Total Hours** 171 **Direct Labor** \$9,287

**2. PAYROLL BURDEN, GENERAL OVERHEAD, & ADMINISTRATION COST:**

**156.95% Loaded Labor** \$14,576

**3. OTHER DIRECT COSTS:**

	Quantity	Unit	Unit Cost	Amount	
Color Graphics	10	Each Page	\$1.00	\$10	
Reproduction	50	Each Page	\$0.05	\$3	
Mileage	50	Mile	\$0.540	\$27	
Air Travel	-	Trip	\$800.00	\$0	
Auto Rental	-	Day	\$45.00	\$0	
Lodging	-	Day	\$60.00	\$0	
Subsistence	2	Day	\$30.00	\$60	Each of the field personnel for 1 day
Mail-FedEx	2	Box	\$20.00	\$40	Mailing the noise meter

**ODC's** \$140

**4. SUB-TOTAL: LABOR AND DIRECT COSTS**

**Sub-total** \$24,003

**5. FIXED FEE**

**Fixed Fee (12%)** \$2,864

**6. ESTIMATED TOTAL COST THIS PHASE AND PART**

**TOTAL** \$26,867