
AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

MADISON COUNTY BOARD OF SUPERVISORS

AND

NEEL-SCHAFFER, INC.

This is an Agreement made on _____, 2016, between the Madison County Board of Supervisors, Madison County, Mississippi, the **OWNER**, and **NEEL-SCHAFFER, INC.**, the **ENGINEER**.

The **OWNER** intends to conduct an Environmental Assessment for the widening of Bozeman Road from MS 463 to Gluckstadt Road, which is described in more detail in **Exhibit A, Project Description**, and hereinafter called the “**Project**.”

The **OWNER** and the **ENGINEER**, in consideration of the mutual covenants herein, agree with respect to the performance of professional engineering services by the **ENGINEER** with respect to the **Project** and the payment for these services by the **OWNER** as set forth herein.

A detailed **Scope of Work** is included in **Exhibit B**. **Exhibit C** contains a **Project Schedule** for completion of the Environmental Assessment by February 2017. **Exhibit D, Payments to Engineer**, defines the terms of compensation to the Engineer.

SECTION 1 — BASIC SERVICES OF ENGINEER

1.1 **ENGINEER** shall provide for **OWNER** professional engineering services for all phases of the **Project** to which this **Agreement** applies as hereinafter provided. These services will include serving as **OWNER's** professional engineering representative for the **Project**, providing consultation and advice and furnishing customary engineering services.

1.2 By execution of this **Agreement**, **OWNER** authorizes **ENGINEER** to provide Basic Services for the Environmental Assessment Phase of the **Project** in accordance with **Exhibit B, "Scope of Services."**

SECTION 2 — ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by **OWNER**, **ENGINEER** shall provide, or obtain from other qualified persons or firms, Additional Services which are not included as part of the Basic Services specified in Section 1. Additional Services shall include, but are not limited to, the following:

2.1. 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, **OWNER's** 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.

2.2. Preparing documents for alternate bids requested by **OWNER** for Contractor's work which is not executed or documents for out-of-sequence work.

2.3. Services resulting from the award of more than one separate prime contract for construction, materials or equipment for the **Project** unless multiple awards were contemplated and included as part of Basic Services in Section 1.

2.4. Assistance in connection with rebidding or renegotiating contracts for construction which involve modifying the Contract Documents to revise the **Project's** general scope, extent or character as necessary to reduce or increase the Construction Cost to bring it within the cost limit.

2.5. Preparing to serve or serving as a consultant or witness for **OWNER** in any litigation, arbitration or other legal or administrative proceeding involving the **Project**.

2.6. Services in making revisions to Contract Documents occasioned by the acceptance of

substitutions proposed by Contractor; and services after the award of the construction contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.7. Services resulting from significant delays in Project schedule which occurred through no fault of **ENGINEER**.

2.8. Additional or extended services during construction made necessary by (a) work damaged by fire or other cause during construction; (b) a significant amount of defective, neglected or delayed work of Contractor or supplier; (c) protracted or extensive assistance in the startup or utilization of any equipment or system; (d) acceleration of the progress schedule involving services beyond normal working hours; and (e) default or bankruptcy by Contractor.-

2.9. Services during out-of-town travel required of **ENGINEER** other than visits to the **Project** site or **OWNER's** office.

2.10. Additional Services in connection with the **Project**, including services which are to be furnished by **OWNER** in accordance with Section 3 and services not otherwise provided for in Basic Services as specified in Section 1 of this **Agreement**.

SECTION 3 — OWNER's RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of **ENGINEER** and bear all costs incident thereto:

3.1. Designate in writing a person to act as **OWNER's** representative with respect to the services to be rendered under this **Agreement**. Such person shall have complete authority to transmit instructions and receive information, with respect to **ENGINEER's** services for the **Project**.

3.2. Provide all criteria and full information as to **OWNER's** requirements for the **Project**, including design objectives and constraints; space, capacity and performance requirements; and flexibility, expendability, and any budgetary limitations. Also furnish copies of additional design and construction standards which **OWNER** will require to be included in the Contract Documents.

3.3. Assist **ENGINEER** by placing at **ENGINEER's** disposal available information pertinent to the **Project** including previous reports; geotechnical information; utility locations; property descriptions, zoning, deed and other land use restrictions; and any other data relative to design or construction of the **Project**. **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 **OWNER**.

3.4. Arrange for access to and make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services under this **Agreement**.

3.5. Examine studies, reports, sketches, drawings, specifications, proposals and other documents presented by **ENGINEER** and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.

3.6. Acquire property for easements and rights-of-way required for construction of the **Project**.

3.7. Give prompt written notice to **ENGINEER** whenever **OWNER** 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 the **ENGINEER** or of any Contractor.

SECTION 4 — PERIOD OF SERVICE

4.1. The provisions of this Section 4 and the various rates of compensation for **ENGINEER**'s services provided for elsewhere in this **Agreement** have been agreed to in anticipation of the orderly and continuous progress of the **Project** through completion of all phases to which this **Agreement** applies.

Specific periods of time and/or completion dates for rendering services are set forth in **Exhibit C, "Project Schedule."**

4.2. If **OWNER** requests modifications or changes in the scope, extent or character of the **Project**, or if periods of time and/or completion dates are exceeded through no fault of **ENGINEER**, the period of service and amount of compensation for **ENGINEER**'s services shall be adjusted equitably.

4.3. In the event that the work designed or specified by **ENGINEER** is to be performed under more than one prime construction contract, the period of service and/or amount of compensation for **ENGINEER**'s services shall be adjusted equitably unless multiple awards were contemplated and included as part of Basic Services in Section 1.

SECTION 5 — PAYMENTS TO ENGINEER

5.1. **Methods of Payment.** **OWNER** shall pay **ENGINEER** for Basic Services rendered under Section 1 and Additional Services rendered under Section 2 in accordance with the provisions of **Exhibit D, "Payments to Engineer."**

5.2. **Times of Payment.** **ENGINEER** shall submit monthly statements for Basic and Additional Services rendered. For lump sum and percentage methods of payment, statements will be based upon

ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. For cost-plus-fixed-fee method of payment, the amount of fixed fee billed will be based on the proportion of the costs incurred at the time of billing to the maximum allowable costs established for this **Agreement**. **OWNER** shall make prompt monthly payments in response to **ENGINEER's** monthly statements.

5.3. **Delinquent Payments.** The **OWNER** recognizes time is critical with respect to payment of the **ENGINEER's** statements, and that timely payment is a material part of the consideration of this **Agreement**. **ENGINEER's** statements shall be due and payable within 30 calendar days of statement date. If **OWNER** objects to all or any portion of an invoice, **OWNER** shall notify the **ENGINEER** within 14 calendar days of the invoice date, identify the cause of the disagreement and pay when due that portion of the statement not in dispute. If **OWNER** fails to make any payment due **ENGINEER** for services and expenses, excepting any portion of the statement in dispute, within 60 calendar days after receipt of **ENGINEER's** statement, the amounts due **ENGINEER** shall include a charge at the rate of one percent per month from the 60th day unless special arrangements have been previously made and agreed to by both parties in writing. Payment will be

credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

5.4. **Termination Payment.** In the event of termination by **OWNER** or **ENGINEER** under Paragraph 6.2, **OWNER** shall pay **ENGINEER** for services and expenses provided to date of termination in accordance with the methods of payment specified in Paragraph 5.1.

5.5. **Records of Costs.** Records of costs pertinent to **ENGINEER's** compensation will be kept in accordance with generally accepted accounting principals. **ENGINEER** is only obligated to maintain these records for a period of three years following date of final payment for services rendered under this **Agreement**.

SECTION 6 — GENERAL TERMS AND CONDITIONS

6.1. **Construction Cost.**

6.1.1. **Opinions of Cost.** Since **ENGINEER** has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, **ENGINEER's** opinions of probable Construction Cost

provided for herein are to be made on the basis of experience and qualifications and represent **ENGINEER's** best judgment as an experienced and qualified professional, generally familiar with the construction industry; but **ENGINEER** cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by **ENGINEER**.

6.1.2. **Construction Cost Budget.** If a Construction Cost budget is established by written agreement between **OWNER** and **ENGINEER** and specifically set forth in this **Agreement** as a condition thereto, the following will apply:

6.1.2.1. The acceptance by **OWNER** at any time during the provision of services under this **Agreement** of a revised opinion of probable Construction Cost in excess of the then established budget will constitute a corresponding revision in the Construction Cost budget to the extent indicated in such revised opinion.

6.1.2.2. Any Construction Cost budget so established will include a contingency of 10 percent unless another amount is agreed upon in writing.

6.1.2.3. **ENGINEER** will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents and to make reasonable

adjustments in the extent of the **Project** to bring it within the budget.

6.1.2.4. If proposals or bids have not been obtained within six months after completion of the Design Phase, the established Construction Cost budget will not be binding on **ENGINEER**, and **OWNER** shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Design Phase and the date on which proposals or bids are sought.

6.1.2.5. Use of an estimated or actual Construction Cost of the project as a basis of payment to the **ENGINEER** shall not be construed to mean that a Construction Cost budget has been established for the **Project**.

6.2. **Termination.** The obligation to provide further services under this **Agreement** may be terminated by either party upon 30 calendar 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.

6.3. **Suspension.** Upon 14 calendar days' written notice to the **ENGINEER**, the **OWNER** may suspend the **ENGINEER's** work. Suspension for any reason exceeding 60 calendar days shall, at the **ENGINEER's** option, make this **Agreement** subject to

re-negotiation or termination as provided for elsewhere in this **Agreement**. Any suspension shall extend the period of service in a manner that is satisfactory to both the **OWNER** and the **ENGINEER**.

6.4. **Ownership and Reuse of Documents.**

6.4.1. Contract Documents and reports prepared by **ENGINEER** pursuant to this **Agreement** shall be the property of the **OWNER**. **ENGINEER** shall have the right to retain copies of all documents for his files.

6.4.2. Contract Documents prepared or furnished by **ENGINEER** and **ENGINEER's** independent professional associates and consultants, pursuant to this **Agreement** are instruments of service with respect to the **Project**. These documents are not intended or represented to be suitable for reuse by **OWNER** or others on extensions of the **Project** or on any other project. Any reuse without written verification or adaptation by **ENGINEER** for the specific purpose intended will be at **OWNER's** sole risk and without liability or legal exposure to **ENGINEER**, or to **ENGINEER's** independent professional associates or consultants. **OWNER** shall indemnify and hold harmless **ENGINEER** and **ENGINEER's** independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or

resulting therefrom. Any such verification or adaptation will entitle **ENGINEER** to further compensation at rates to be agreed upon by **OWNER** and **ENGINEER**.

6.5. **Insurance.**

6.5.1. The **ENGINEER** maintains workers' compensation insurance coverage and unemployment compensation coverage in an amount as required by state law; comprehensive general liability insurance with maximum limits of \$500,000/\$1,000,000; automotive liability insurance with maximum limits of \$500,000/ \$500,000; and professional liability insurance with an annual limit of \$500,000.

6.6. **Personnel and Facilities.** The **ENGINEER** has, or will secure at his own expense, personnel, equipment and other materials and supplies required to perform the services under this **Agreement** within the period of service set forth in Section 4. **ENGINEER** may subcontract a portion of these services, but these Subcontractors shall be subject to written approval by the **OWNER**. Such personnel shall not be employees of nor have contractual relationship with the **OWNER**.

6.7. **Accounting System.** The **ENGINEER** shall maintain an accounting system which accounts for costs in accordance with generally accepted accounting principles. The **OWNER** reserves the right to audit the

ENGINEER's accounts which relate to services provided under this **Agreement**.

6.8. **Successors and Assigns.** Neither **OWNER** nor **ENGINEER** shall assign any interest in this **Agreement** without the prior written consent of the other and in no case shall assignment relieve assignor from liability under this **Agreement**. This **Agreement** shall bind the successors and legal representatives of both parties. Nothing in this **Agreement** shall give any rights or benefits to anyone other than **OWNER** and **ENGINEER**.

6.9. **Relationship.** The **OWNER** has retained **ENGINEER** to provide professional services. These parties have not entered into any joint venture or partnership with the other. The **ENGINEER** is not to be considered the agent of the **OWNER**.

6.10. **Standard of Care.** The **ENGINEER** will strive to perform services under this Agreement in a manner consistent with that level 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.

6.11. **Indemnification.**

6.11.1. To the fullest extent permitted by law, the **ENGINEER** agrees to hold harmless and indemnify **OWNER** from and against liability arising out of **ENGINEER's** negligent performance of professional services under this **Agreement**. To the fullest extent provided by law, the **OWNER** agrees to hold harmless and indemnify **ENGINEER** from and against liability arising out of **OWNER's** negligence.

6.11.2. The **OWNER** shall not be liable to the **ENGINEER** and the **ENGINEER** shall not be liable to the **OWNER** for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the **OWNER**, or the **ENGINEER** or their employees, agents or subcontractors.

6.12. **Recovery of Dispute Resolution Costs.** In the event that legal action is brought by either party against the other, the prevailing party shall be reimbursed by the other for the prevailing party's legal costs, in addition to whatever other judgments or settlement amounts, if any, may be due.

6.13. **Compliance with Codes and Standards.** The **ENGINEER's** professional services shall incorporate those publicly announced federal, state and local laws, regulations, codes and standards

that are applicable at the time the services are rendered. In the event of a change in a law, regulation, et al., the **ENGINEER** shall assess its impact. ~~If, in the,~~ the impact is such to significantly affect the **ENGINEER**'s compensation or the period of service, then the compensation and/or period of service can be renegotiated.

6.14. **Force Majeure.** Neither **OWNER** nor **ENGINEER** shall be liable for faults or delays caused by any contingency beyond his control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

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

6.16. **Hazardous Materials.**

6.16.1.1. 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. **OWNER** hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials

may exist at the project site, he will inform **ENGINEER** in writing prior to initiation of services under this **Agreement**.

6.16.1.2. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. **OWNER** agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. **ENGINEER** agrees to notify **OWNER** as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered.

6.17. **Subsurface Conditions and Utilities.**

6.17.1. The **OWNER** 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. The **OWNER** 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.

6.17.2. **ENGINEER** will locate utilities which will affect the **Project** from information provided by the **OWNER** and utility companies and from **ENGINEER**'s surveys. In that these utility locations

are based, at least in part, on information from others, **ENGINEER** cannot and does not warrant their completeness and accuracy.

6.18. **Anticipated Change Orders.** **OWNER** recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in Contract Documents; that all details of a completed project are not intended to be covered in the Contract Documents; that a certain amount of errors, omissions, ambiguities and inconsistencies are to be expected in 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. -In no case will **OWNER** make claim against **ENGINEER** for costs incurred if the Change Order work is a necessary part of the **Project** for which **OWNER** would have incurred costs if work had been included originally in the Contract Documents unless **OWNER** 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 **OWNER** against

ENGINEER will be limited to the cost increase and not the entire cost of the Change Order.

6.19. **Value Engineering.** If the **OWNER** retains the services of a **VALUE ENGINEER (VE)** to review the Contract Documents prepared by the **ENGINEER**, it shall be at the **OWNER's** sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the **ENGINEER's** services. The **OWNER** shall promptly notify the **ENGINEER** of the identity of the **VE** and shall define the **VE's** scope of services and responsibilities for the **ENGINEER**. All recommendations of the **VE** shall be given to the **ENGINEER** for review, and adequate time will be provided to the **ENGINEER** to respond to these recommendations. If the **ENGINEER** objects to any recommendations made by the **VE**, it shall so state in writing to the **OWNER**, along with the reasons for objecting. If the **OWNER** requires the incorporation of changes in the Contract Documents to which the **ENGINEER** has objected, the **OWNER** agrees, to the fullest extent permitted by law, to waive all claims against the **ENGINEER** and to indemnify and hold harmless the **ENGINEER** from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, which arise in connection with or as result of the incorporation of such changes

required by the **OWNER**. In addition, the **ENGINEER** shall be compensated for services necessary to incorporate recommended **VE** changes into reports, drawings, specifications, bidding or other documents. The **ENGINEER** shall be compensated as Additional Services for all time spent to prepare for, review and respond to the recommendations of the **VE**. The **ENGINEER's** time for performance of its services shall be equitably adjusted.

6.20. **Affirmative Action.** During the performance of this **Agreement**, the **ENGINEER** agrees to take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex or national origin.

6.21. **Conflicts.** In the event of a conflict between the main text of this **Agreement** and any appendix thereof, provisions of the main text shall govern.

6.22. **Governing Law.** The laws of the State of Mississippi will govern the validity of this **Agreement**, its interpretations and performance, and remedies for any claims related to this **Agreement**.

6.23. **Separate Provisions.** If any provisions of this **Agreement** are held to be invalid or

unenforceable, the remaining provisions shall be valid and binding.

6.24. The **ENGINEER** authorizes Mark J, Beyea, P.E., Registered Professional Engineer No. 12599 and Frank O'Keefe, P.E., Registered Professional Engineer No. 11097 in the State of Mississippi, to act on his behalf for this **Project**.

SECTION 7 — DEFINITIONS

As used herein, the following words and phrases have the meanings indicated, unless otherwise specified in various sections of this **Agreement**:

7.1. **Addenda.** Written or graphic instruments issued prior to the opening of bids which clarify, correct or change the bidding documents or the Contract Documents.

7.2. **Agreement.** This contract including all exhibits and documents included by reference.

7.3. **Application for Payment.** The form accepted by **ENGINEER** which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

7.4. **Bid.** The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the construction work to be performed.

7.5. **Change Order.** A document recommended by **ENGINEER** which is signed by Contractor and **OWNER** and authorizes an addition, deletion or revision in the construction work, or an adjustment in the contract price or the contract time, issued on or after the effective date of the construction contract.

7.6. **Contract Documents.** The drawings and specifications, addenda, and other documents required to obtain bids from contractors for construction of the **Project**.

7.7. **Contractor.** The person, firm or corporation with whom **OWNER** has entered into a contract for construction of the **Project**.

7.8. **Construction Cost.** Total cost of entire **Project** to **OWNER** not including **ENGINEER**'s compensation and expenses, cost of land and rights-of-way, or compensation for or damages to properties, unless this **Agreement** so specifies; nor will it include **OWNER**'s legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the **Project** or the cost of services to be provided by others to **OWNER** pursuant to Section 3 of this **Agreement**.

7.9. **Direct Labor Costs.** Salaries and wages paid to **ENGINEER**'s personnel engaged directly on the **Project**, including engineers, draftsmen,

technicians, designers, surveyors, resident project representatives and other technical and administrative personnel; but does not include indirect payroll related costs or fringe benefits.

7.10. **Drawings.** The drawings which show the character and scope of the **Project** and which have been prepared or approved by **ENGINEER** and are referred to in the Contract Documents.

7.11. **Reimbursable Expenses.** Actual expenses incurred by **ENGINEER** directly in connection with providing services for the **Project**. These include, but are not limited to, transportation and subsistence; reproduction and printing; communications; postage and express mail; equipment rental; and expense of computers and other specialized equipment.

7.12. **Resident Project Representative.** The authorized representative of **ENGINEER** who is assigned to the construction site or any part thereof for the purpose of observing the performance of the work of the Contractor.

7.13. **Shop Drawings.** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for Contractor to illustrate some portion of the work and all illustrations, brochures, standard schedules and other information prepared by a Supplier and submitted by Contractor to

illustrate material or equipment for some portion of the **Project**.

7.14. **Specifications.** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the **Project** and certain administrative details applicable thereto.

7.15. **Subcontractor.** An individual, firm or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the **Project** at the site.

7.16. **Supplier** A manufacturer, fabricator, supplier, distributor, material man or vendor of products or equipment used in construction of the project.

SECTION 8 — SPECIAL PROVISIONS AND EXHIBITS

8.1. This **Agreement** is subject to the following Special Provisions.

8.2. The following Exhibits are attached to and made a part of this **Agreement**.

8.2.1. Exhibit A, "Project Description."

8.2.2. Exhibit B, "Scope of Design Phase Services."

8.2.3. Exhibit C, "Project Schedule."

8.2.4. Exhibit D, "Payments to Engineer."

8.3. This **Agreement**, consisting of Pages 1 to 16, inclusive, together with the Exhibits identified above, constitute the entire agreement between **OWNER** and **ENGINEER** and supersede all prior written and oral understandings. This **Agreement** and said Exhibits may only be amended, supplemented, modified or canceled through a duly executed written instrument.

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


OWNER: MADISON COUNTY BOARD OF SUPERVISORS

ENGINEER: NEEL-SCHAFFER, INC.

BY: _____

BY:  _____

TITLE: _____

TITLE:  Sr. Vice President

WITNESS: _____

WITNESS:  _____

EXHIBIT A PROJECT DESCRIPTION

Madison County intends to prepare an environmental assessment for the widening of Bozeman Road starting in the vicinity of its intersection with MS 463 and terminating in the vicinity of its intersection with Gluckstadt Road. The study will include the assessment of all feasible and prudent alternatives, required environmental studies, coordination with stake holders, public involvement, conceptual design, and documentation in accordance with the policies and procedures of the Mississippi Department of Transportation (MDOT), the Federal Highway Administration (FHWA), and the National Environmental Policy Act (NEPA).

The section of Bozeman Road to be studied is located in southern Madison County, and runs generally south to north. The two lane – two way road, provides direct access to six residential subdivisions, two churches, and several businesses within the study area. The study section also serves as the main access corridor for numerous other residential subdivisions

The existing open ditch roadway is narrow with very little shoulder in many areas. The existing pavement is constructed of asphalt and shows evidence of base failures in some locations.

There are three existing signalized intersections. They are located at the termini of the project, MS 463 and Gluckstadt Road, as well as Reunion Parkway.

The road between the termini, which measures approximately 17,000 feet in length, is bordered primarily by residential property. The existing right-of-way varies in width, but is sixty feet wide in most of the study area. Overhead utilities are located within the right-of-way throughout the study area. There are no bridges within the study area, but there are some minor drainage crossings and one substantial box culvert.

The intent of the project, as we understand it, is to improve Bozeman Road, through the study area, to provide to capacity efficiently convey design year traffic volumes.

The project is funded, in part, with federal Surface Transportation Program funds. The project will be administered by MDOT through its LPA process.

EXHIBIT B

SCOPE OF SERVICES

**Environmental Assessment
Bozeman Road Widening
Madison County
Project No. STP-6985-00(001)LPA/106993-7011000**

The Madison County Board of Supervisors is pursuing an Environmental Assessment for the widening of Bozeman Road from MS 463 to Gluckstadt Road.

This CONTRACT is for the preparation of an environmental assessment and supporting documentation for up to three alternates in accordance with MDOT and FHWA guidelines.

The following engineering services shall be performed by the CONSULTANT on behalf of the County in accordance with this CONTRACT at the direction of the County Engineer or his designee:

Following the Notice to Proceed, the CONSULTANT shall begin the Environmental Assessment. After completion of this phase of the project development, additional phases of work may be negotiated.

For purposes of this scope, it is assumed that a minimum of three feasible alternatives will be developed as well as a no-build alternative. The final study area and development of alternatives will be determined through scoping with all stakeholders and public input during the project development phases. In general, the study area for the build alternatives will begin at and include the intersection of MS 463 with Bozeman Road, and terminate with and include the intersection of Gluckstadt Road with Bozeman Road. Consideration to utilizing the existing alignment will be made with due consideration of potential impacts, future traffic volumes, constructability, maintenance of traffic, and the adjacent roadway network. The study will have three focus areas each having specific components within the scope: Environmental Clearance, Conceptual Roadway, and Preliminary Survey Information. The build alternatives will also include an evaluation of any additional connections and improvements necessary to provide access, connectivity, and an acceptable level of service for the improved facility.

The following is the proposed scope to provide the engineering services for this project:

A. ENVIRONMENTAL CLEARANCE

This study shall meet the requirements of the National Environmental Quality Act 23 CFR-771 and FHWA TA 6640.8A and applicable executive orders. The Environmental

Clearance centers on the first five major task items that are shown below which are to be performed in conjunction with Task 6, Roadway and Bridge Design, and Task 7, Survey.

- Task 1 - Project Management
- Task 2 - Data Collection and Evaluation
- Task 3 - Corridor Analysis/Alternatives
- Task 4 - Public Involvement Program
- Task 5 - Environmental Assessment Documentation
- Task 6 - Roadway Design
- Task 7 - Survey

1. PROJECT MANAGEMENT

1.1. Project Organization and Schedule

The Consultant (Neel-Schaffer, Inc.) will be responsible for internal project organization, including sub-consultant contracts and responsibilities, and coordination with governmental and agency personnel which will have input on the study. A task specific schedule outlining responsibilities and completion dates will be developed, expanding on the Study Flow Diagram, to ensure project completion on time and within budget. The project will be narrowed to one or two conceptual plans within 6 months of the first public scoping meeting. The one or two conceptual plans will be developed to the preliminary right-of-way stage (approximately 30% plans) within the following four month time period. The one or two preliminary right-of-way plans will then be carried forward to a public hearing with a selection of one of the alternates for the final location approval.

1.2. Project Kickoff Meeting

The Consultant will meet with appropriate Madison County, Mississippi Department of Transportation (MDOT) and Federal Highway Administration (FHWA) staff. The purpose of the meeting will be to discuss the task-specific schedule; to establish ground rules and project expectations within the confines of the scope and fee; to exchange relevant information and documents; to initiate requests for other necessary data; and to explain administration of the contract. The Consultant will prepare an agenda for the meeting, provide a sign-in sheet, and following the meeting, prepare the meeting notes.

1.3. Monthly Progress Reports and Meetings

The Consultant will submit to the County brief monthly progress reports outlining the work completed to date and an updated schedule of the tasks remaining for completion the project. The Consultant will also be available to attend periodic, bimonthly progress meetings with County personnel to discuss project status and project issues.

1.4. Project Coordination

This task includes overall project management, liaison with the County, MDOT, sub-consultants, and team members, and written documentation as appropriate for all meetings which are not specifically addressed elsewhere in this Scope. Communications and coordination with other federal, state, and local agencies will be closely coordinated with the County. The Consultant will name a specific Project Manager for this EA to maintain efficient project coordination. The Project Manager will be responsible for project coordination and communication issues under this task which will be summarized in the monthly progress reports.

1.5. Final Product Submittal

Reference material utilized by the Consultant will be noted, and an accurate and complete bibliography will be part of the draft and final documents. Utilization of unpublished material or otherwise not easily accessible material will be specifically coordinated with the County prior to its use in the document. The Consultant will supply the County with hard and digital copies (AutoCAD and/or compatible files) of the final plan view of alignments on the aerial photography and the exhibits created for the public involvement. All mapping will be prepared in Mississippi State Plane Coordinates. Additional requirements for the final preliminary roadway, bridge, and right of way plans are outlined in Part B. Preliminary Roadway and Bridge Design of this scope.

2. ENVIRONMENTAL DATA COLLECTION AND EVALUATION

2.1. Socio-Economic Data

2.1.1. Land Use Data

Collect data regarding past and present land usage as well as future land use plans, proposed developments, zoning guidelines and observed growth trends. Land use will be determined in coordination with the appropriate local authority.

2.1.2. Cultural Features and Community Services

Through contact with local officials, research of tax rolls, and field inventory, identify the following in the project area. Information will be placed on base mapping for use in evaluating impacts.

- Medical facilities (hospitals, clinics, emergency rescue facilities, convalescent centers, ambulance facilities for the handicapped, etc.).
- Fire stations.
- Educational facilities (public and private) -- Identify bus routes, student walkways and school crossings.
- Religious institutions.

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- Cemeteries (public and private).
 - Public (government) buildings and civic facilities.
 - 4(f) and 6(f) lands (parks, etc.).

2.1.3. Relocation Impact Data

2.1.3.1. Obtain information necessary to make assessments of the impacts of the alternatives.

- Note neighborhoods, economic, and racial/ethnic groups. This will include the racial/ethnic makeup of the neighborhoods, location/descriptions of neighborhoods, ages, and economic status of occupants; and the impact of the proposed facility on the neighborhood(s). The number, if any, of handicapped/disabled displacees and/or large families.
- Determine approximate number of residential, business, and nonprofit organization relocations. This will include the type of structure and age of displacement dwellings. An inventory of replacement dwellings including, but not limited to, the number and types of homes available, size, age and asking price. This information will detail how all displacees can be relocated to Decent, Safe, and Sanitary Housing and what properties are available within Jackson metro area to purchase for commercial, non-profit, and residential relocations.
- A list by name of businesses and product or function and non-profit organizations listed by name and function, affected by the proposed plan. Details concerning the number of employees presently working; the potential for loss of jobs and the plan to relocate or close down these businesses and non-profit organizations. Also included will be information about businesses for sale and commercial tracts for sale in the project area. This information will include asking price, location, size, and type of property.

2.1.3.2. Relocation Plan Documentation

- A relocation plan will be generated from the information collected and will address any major miscellaneous personal property moves, such as parts of large businesses or other concerns that are not classified as business relocations.

The CONSULTANT will prepare an estimate of the length of time required to conduct the acquisition/relocation phase of the project and the ROW facilities required to accomplish the purchase. The CONSULTANT will prepare and provide the County with mapping which shows the required takes including an

estimate of the right-of-way costs. This information will be summarized in a Relocation Report to be included in the Pre-Draft EA Report.

2.1.4. Census Tracts and Socio-economic Data

Obtain and convert Census data for evaluation of the following characteristics of the study area:

- Population
- Household income levels
- Age
- Minorities
- Household size
- Number and type of housing units
- Employment characteristics
- Housing value and rent estimate
- Retail activity and value
- Housing and commercial vacancies

2.2. Farmlands

In accordance with the Farmland Protection Policy Act of 1984, determine if farmlands are prime, unique, statewide, or of local importance. Coordinate with appropriate NRCS officials and complete Form AD1006.

2.3. Visual Effects and Aesthetics

2.3.1. Existing Landscape

Conduct a visual inventory of the existing landscape with respect to its visual character and visual quality. Determine the view-shed and, where possible, separate the study area into smaller identifiable geographic areas (landscape units) for explanation purposes.

2.3.2. Existing Visual Character

Identify the topographical features of the area. Identify the water resources and determine their type and relative visual importance to the study area. Identify the vegetative elements within the study area, and determine the type and magnitude of vegetative cover. Identify the type, magnitude and, where appropriate, the uses associated with the manmade development in the study area.

2.3.3. Existing Visual Quality

Identify visually sensitive resources. Identify the different viewer groups in the study area.

2.4. Contaminated Sites & Hazardous Materials

2.4.1. Modified Phase I Environmental Site Assessment

- A modified Phase I Environmental Site Assessment (ESA) will be performed on the alternatives. The Site Reconnaissance will include the drive-through inspection of the designated project alternatives to the extent that they are accessible. The identification of hazardous, toxic, and non-hazardous waste sites will be corroborated through other sources, and the present status of these sites will be ascertained to the extent practicable.
- A review of available historic maps, aerial photographs, and telephone directories will compliment, and possibly corroborate, the data obtained from the agencies and/or observed during the site investigation. Historic quadrangle maps and aerial photographs will be reviewed at the following offices, as appropriate: MS Dept. of Archives and History; MARIS, John C. Stennis Center, and USDA Natural Resources Conservation Service District Offices. Sanborn Fire Insurance Maps and telephone directories will be reviewed, as available.
- Locations of sites and facilities (e.g., hazardous waste sites, solid waste sites, locations of oil and gas wells, pipelines, etc.) will be identified on base mapping. The map will be accompanied by a table that will provide pertinent information regarding the type of facility, name of owner/operator, type of documented or potential contamination, current status, and source of discovery (e.g., agency records, Sanborn Map, field inspection, etc.) Additional text will be provided as needed, to provide adequate information regarding specific sites. A digital file for these sites will be prepared.

2.4.2. Documentation of Contaminated Sites and Hazardous Materials

The results of the ESA will be included in the Environmental Assessment. Concurrence with determination will be coordinated with appropriate personnel of MDOT and MDEQ.

2.5. Natural Features Data

2.5.1. Wetlands

- The CONSULTANT will identify wetlands falling partially or wholly within the project boundaries or which may be affected by the project. Information

referenced may include infrared photography, National Wetlands Inventory (NWI) maps, quadrangle maps, soil maps, etc. Referenced information will not substitute for an on-site field determination that will be made. Wetlands will be identified using the routine method set forth in the Corps of Engineer's 1987 manual.

- The CONSULTANT will classify wetlands utilizing U.S. Fish and Wildlife Service's "Classification of Wetlands and Deepwater Habitats of the United States. 1979".
- The CONSULTANT will identify Corps of Engineers jurisdictional limits on aerial photography.
- The CONSULTANT will participate in one (1) field review with the Corps of Engineers, if required. The report will be included in the Pre-Draft EA.

2.5.2. Other Waters and Streams

Other waters falling under the jurisdiction of the USACE will be identified, classified, quantified, and located.

Streams with the potential for being impacted will be identified with an assessment of their physical and functional characteristics. GIS coordinates or acceptable mapping of the locations shall be provided along with a 'Best Professional Judgment' approach for potential impacts and requirement for mitigation.

2.5.3 Impaired Water Bodies

The CONSULTANT will identify water bodies that are on the 303(d) list of impaired water bodies.

2.5.4 Outstanding Waters

The CONSULTANT will identify any Outstanding Waters in the project area (designated scenic or high quality streams, etc.).

2.5.5. Soils

The CONSULTANT will obtain information to generally describe the soils composition along the developed alternative(s) using county soil survey maps and other information from the Natural Resources Conservation Service.

2.5.6. Floral Communities

The CONSULTANT will obtain information by field survey to describe generally the natural communities in the project area and, more specifically, to describe the area within the proposed right-of-way limits in terms of recognized vegetative community types.

2.5.7. Faunal Communities

The CONSULTANT will make note of fauna observed in the field while collecting other information. Outline what species might be expected to be found based on flora.

2.5.8. Terrain

The CONSULTANT will generally describe the morphology of the land in the project area and the underlying geology, if significant.

2.6. Threatened and Endangered Species (TES)

A survey for all TES will be performed with appropriate coordination with USF&W and MDWFP. The CONSULTANT will:

- Identify "critical habitat" through contacts and field inspections.
- Identify known, recorded occurrences of endangered and/or threatened species by contacts and field inspection.
- Perform a concentrated field search of high probability areas.
- Assess the potential for proximity and secondary impacts.

2.7. Permit Requirements

Determine the extent, existence, and location of possible sites or actions requiring permits from one or more of the regulatory agencies with jurisdiction.

2.8. Water Quality

Collect data on the existing water quality of water bodies and local aquifers within the project area.

2.9 Floodplains/Floodways

Identify the locations and extent of any project area floodplains and floodways.

2.10. Noise Study

The CONSULTANT will prepare Highway Traffic Noise Studies which shall fulfill all requirements contained in 23 CFR 772, or changes thereto as they may occur, and shall be prepared in the following phases:

Identify all existing and planned activities or land uses that may be affected by traffic noise from all alternates of the proposed project. Every house, school, park, business, etc. within approximately 122 meters (400 feet) of the outside pavement edge of all alternates of the proposed project should be identified.

Measure the existing noise levels for existing activities and developed land uses. At least 1 noise level measurement should be made for every 15 to 20 land uses identified and for every substantial change in highway traffic.

Determine the existing, design year no build, and design year build noise levels at each noise sensitive activity or land use identified along all alternates of the proposed project using a method meeting the requirements of 23 CFR 772.

Compare the design year predicted noise levels for the no build alternative and the build alternative at each noise sensitive activity or land use with the existing noise levels and with the noise abatement criteria levels given in Table 1 of 23 CFR 772 and make a subjective description of the noise impact at each noise sensitive activity or land use.

Examine and evaluate alternative noise abatement measures for reducing or eliminating the noise impact on existing activities, developed lands and undeveloped lands for which development is planned.

Identify those lengths of highway (separately for each side of the highway) and those individual land uses where noise abatement measures are not feasible and reasonable.

Prepare Noise Report Documents with a map showing the location of all identified activities and land uses with tables showing the measured and predicted noise levels at each activity and land use. The number of copies and medium of the documents will be prescribed by the Assignment instrument.

2.11. Air Quality

It has been agreed upon by the COUNTY and the CONSULTANT that an air quality assessment is not required for this project. Should analysis for air quality become

required under the EA, the CONSULTANT and the COUNTY will enter into a Supplemental Agreement to modify the scope of services and fees accordingly.

2.12. Cultural Resources

2.12.5. Phase I Survey

- A Phase I cultural resources survey of the entire preferred alignment shall be conducted. For the other alternatives considered, all areas falling within areas of high probability shall be surveyed, an approximate 30% coverage of the total area. For this scope, it is assumed that a Phase I Survey will be conducted over the area covered by the new alignment right-of-way footprints which are assumed to be 350' for the main line and less for any connector roads. The scope will include an assumed total length of studied alternatives of 10 miles. The survey will be conducted under the Guidelines for Archaeological Investigations of MDOT and the Mississippi Department of Archives and History (MDAH). Crewmembers will walk transects spaced 30 m (app. 98 ft.) apart and systematically examine all areas of exposed ground. In areas where over 30% of the ground surface is covered by vegetation, they will excavate shovel tests at 30 m (app. 98 ft.) intervals along each transect. The shovel tests will be excavated to sterile subsoil or a maximum depth of 50 cm (app. 20 in.), and the fill from each test will be screened through ¼ in. hardware cloth. Each alternate will be investigated for the potential for avoidance and a determination will be made as to whether sites are eligible or ineligible for nomination to the National Register of Historic Places (NRHP).
- If archaeological sites are discovered during the survey they will be subjected to a consistent set of investigative techniques. These will include surface collecting and additional shovel testing at 5 to 10 m (app. 16 ft to 33 ft) intervals in order to identify the site's horizontal and vertical limits. Photographs, drawings, and a sketch map of each site will also be made. All sites will be evaluated to the extent possible with survey level data. Sites that require additional data will be recommended for test excavation.
- Structures within 75 m (app. 246 ft) of the preferred alternate that are potentially over 50 years old will be photographed and, if possible, a sketch of their floor plan will be made. Information will also be recorded on the building materials and construction techniques used in the structure.
- Upon completion of the fieldwork, all artifacts will be washed, catalogued, and analyzed according to the requirements of the MDOT and MDAH. Archaeological site forms and standing structure forms will be completed and submitted to the MDAH. The archaeologist will make every effort to access existing structures to

recommend whether or not the structure/land is eligible or not eligible to be included in the NRHP.

2.12.6. Phase II and III Archeology

Any NRHP test excavations (Phase II or Phase III investigations) will be considered as additional services or recovery operation and the CONSULTANT and MDOT will enter into a Supplemental Agreement to modify the scope of services and fees accordingly.

2.12.7. Native American Consultation

Perform the necessary services to augment the requirements for consultation with the Native American Tribes for potential impacts to sites deemed culturally important to their history in coordination with directives from the Federal Highway Administration.

2.12.8. Cultural Resources Survey Report

- A summary of the report will be included in the Pre-Draft EA.
- It has been assumed that all significant cultural resources will be avoided by the project. If some resources cannot be avoided, then Section 106 Adverse Effect Documentation and Section 4(f) Documentation will have to be prepared along with a Memorandum of Agreement. These tasks, plus the actual mitigation, are considered outside the scope of the present work. If Section 106 or 4(f) documentation is necessary to complete the EA or mitigation plans requested, then the CONSULTANT and the COUNTY will enter into a supplemental agreement to modify the scope of services and fee accordingly.

2.13. Secondary and Cumulative Effects

Data related to secondary and cumulative effects of the project upon social, economic, and environmental resources will be obtained.

3. CORRIDOR AND ALTERNATIVE ANALYSIS

3.1. Data Collection and Evaluation

- The Consultant shall collect data necessary for the development of alignments. This activity consists of collecting various types of information and materials relative to engineering evaluation within the study area. The information should include data necessary to perform adequate evaluations of the location and design of the alternatives and identify constraints.

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- Periodic adjustments and updates to the data sets will be necessitated as ongoing changes to the alignments and additional corridors become a part of the study.
 - Additional study areas resulting from this phase will be included in the data bank.
 - Refer to Section C. SURVEY for surveying requirements. Adequate survey information shall be obtained from the field in order to accurately depict, evaluate or otherwise establish alignments for existing features as well as proposed alternatives.

3.1.5. Mapping

The Consultant will obtain mapping from the MDOT and other public sources and create base maps at a scale no smaller than 1" = 200' following existing roadway.

3.1.2 Geospatial Impact Analysis

3.1.6. Existing Local Roadways Characteristics

Data will include pertinent physical features and condition ratings that define the existing roadway segments under consideration. Some of this information is available from the MDOT. MDOT sources include project files, old plans, right-of-way maps, bridge books, bridge logs, computer programs, and old drainage maps as available. Other sources include field observation and personal interviews with officials and the general public.

3.1.7. Highway characteristics include, but are not limited to, those items described below:

- Typical Sections -- Number and width of each cross-section element, type of drainage system including outfall locations, and access features.
- Existing highway right-of-way -- Obtain available right-of-way information from the MDOT and/or from County and county offices.
- Other right-of-way -- Identify additional right-of-way at intersection locations, drainage easements, etc.
- Property lines -- Graphically establish property lines and adjacent property owners for the alternative alignments and critical areas along the existing roadway based on public tax records or through field reconnaissance.

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- Alignment -- Establish horizontal and vertical alignment of the highway route from field survey with reference to existing plans as necessary to review sight distances.
 - Pedestrian facilities -- Walkways, crosswalk, handicapped provisions, and school routes.
 - Bicycle facilities -- Number, type, and width; designated or undesignated.
 - Lighting -- Type, location, spacing, and maintenance responsibility.
 - Intersection Layout – Channelization and turning lane arrangement.
 - Traffic signals -- Identify existing traffic signal locations and obtain signal timing and phasing where available.
 - Posted speed -- Identify posted speeds throughout project limits.
 - Railroad crossing -- Check for any railroad abandonment plans. Determine the following: number of tracks and type, number of trains, speed, length of trains, passenger, freight, type of warning device, time of day, etc.
 - Drainage system inventory -- Identify existing drainage systems listing types and discharge points, and location and size of major drainage structures.

3.1.8. Existing Roadway Bridges

- Typical section -- Lane width, overall clear width.
- Type structure -- Concrete, steel, loading.
- Condition -- Obtain structural rating of condition; obtain evaluation from MDOT.
- Span arrangement -- Number and length of spans.
- Channel data -- Alignment, width, depth, maintenance program.
- Bridge number.
- Geotechnical Information-- From existing bridges.

3.1.9. Accident Data (Highway)

The COUNTY will provide the following data for the previous three years for various highway segments as required, if available:

- Number of accidents -- type, location, etc.
- Fatalities – number
- Injuries – number
- Property damage -- cost
- Economic loss – cost

3.1.10. Utilities

The Consultant will identify from existing plans, permits, and field reconnaissance the following existing and proposed utilities that may influence location or design considerations. The Consultant will work with the COUNTY and commercial utility providers to develop estimates of the cost of utility relocations.

- Overhead -- Transmissions lines, microwave towers, etc.
- Underground – Major utilities such as power cables, pipelines, telephone, etc.
- Bridge Attachments.

3.2. Alternatives Traffic Assessment

The Consultant shall provide planning services for the development of a Traffic Study. The process will involve utilization of the TransCAD planning software and will provide traffic projections to the year 2030.

3.2.5. Previous Studies

The Consultant will utilize the previous TransCAD model that was developed during a previous feasibility study. This model will be used to further test the alternatives that will be developed during this environmental study. This model will be reviewed for any need to update since the feasibility study was conducted.

3.2.6. Traffic Counts

Some traffic count data may be required and will be provided from its own records, the records of MDOT and the other involved government agencies.

3.2.7. Identify Deficiencies

Once the model is verified the forecast traffic volumes will be analyzed by the Consultant with regard to the capacities of the highways. Measures of effectiveness will be summarized and utilized to help develop alternative scenarios.

3.2.8. Alternative Scenario Analyses

In consultation with the COUNTY, the Consultant will develop a list of potential alternatives which could alleviate the projected traffic deficiencies and demands. Measures of effectiveness will be used to compare alternative options.

3.3. Engineering and Concept Design of Alternatives

The Consultant will prepare concept plans and narrative for any alignments adjacent to the existing roadway and for the new facility alternatives.

3.3.5. Establish Design Criteria

The Consultant will establish the design criteria that describe the design data used for the project. These design criteria will include MDOT roadway design data for each roadway classification required for the project.

3.3.6. Geometry and Typical Sections

Horizontal geometry, vertical geometry, and typical sections will be developed in accordance with the established design criteria. Recommendations for location of the new roadway and necessary existing roadway improvements will be illustrated on plan/profile exhibits at a horizontal scale of 1"=200' and a vertical scale of 1"=20'. The exhibits will also indicate estimated required right of way for the improvements. Alignments will be developed in coordination with the County based upon the positive and negative attributes of the alignment locations.

3.3.7. Intersection Analysis and Schematic Layouts

Projected intersection traffic will be developed for planning level capacity analysis. This analysis will be used to determine the intersection configuration required for the design year.

3.4. Floodplain Analysis

National Flood Insurance Program (NFIP) maps and/or information developed by MDOT will be used to determine whether an alternative will encroach on the base (100-year) floodplain. Floodplain areas within the study area will be determined and mapped, and encroachment acreage will be quantified. The discussion will identify the number and extent of encroachments, potential for increased flood hazard, any support of incompatible floodplain developments, and their potential impacts. If the preferred alternative includes a floodplain encroachment having significant impacts, a finding that it is the only practicable alternative as referenced by 23 CFR 650, Subpart A will be presented. Coordination with the Federal Emergency Management Agency (FEMA) and appropriate state and local agencies will be undertaken for each floodplain encroachment.

Drainage Review and Studies

Drainage areas will be reviewed and analyzed using existing plans and quadrangle maps. Major cross drain structures will be indicated on the plan/profile exhibits.

3.5. Alternatives Analysis

Each alternative will be developed to a comparable level of detail. The discussion will provide a clear understanding of each alternative's termini, location, costs, and major design features (number of lanes, right-of-way requirements, median widths, etc.), and provide the reader with a general understanding of each alternative's effects on its surroundings or the community. Maps and other appropriate visual aids, such as photographs, drawings, or sketches, which would assist the reader in better understanding the various alternatives will be used as needed. Each alignment will be described and analyzed in the report and, if required by the County, will be staked in the field as described in Section C. SURVEY.

Individual data collected in task 2 will be reviewed for additional assessment based on any refinement of location (culture resources, TES, water, relocations, etc.).

If more than two alignment alternatives are determined to be necessary, the Consultant and the County will enter into a Supplemental Agreement to modify the scope of services and budget accordingly.

Alternatives that are considered and then eliminated from further study will be summarized and documented.

4. PUBLIC INVOLVEMENT PROGRAM

4.1. Research Issues

This phase of the planning process will clarify issues and concerns and provide direction for the public involvement process. As part of the research phase the Consultant will perform the following tasks.

4.1.5. Conduct Stakeholder Interviews: Interview up to four key elected officials, local agencies, civic groups, and community leaders, as needed, to gather pertinent feedback and direction to ensure that the public involvement process addresses needs and desires of all constituencies.

4.1.6. The Consultant will work with the County to identify interview subjects and include the County in the interview process.

4.1.7. The Consultant will provide summary reports of community interviews to the County.

4.2. Public Involvement Plan Elements

The plan elements outlined below are tentative and are subject to revision based on the research and planning phases identified above.

4.2.5. Project Mailing Address

- The Consultant will provide a project mailing address for interested stakeholders to mail comments.
- Mailed comments received will be processed according to the protocol policy. Comments will be provided to the County on a monthly basis.
- The project mailing address will appear on all project materials.

4.2.6. Database

- The Consultant will develop an initial database of contacts using information supplied by the County, MDOT, the FHWA, and other organizations. In addition, the Consultant will enhance that list based on the research phase of this project and previous study activity.
- The Consultant will continue to refine and expand the database for the duration of the project. Expansion will include adding of names from attendees at the public meeting(s), various presentation activities, and anyone contacting the study team.

4.2.7. Outreach Activities

- The Consultant will work with local officials, schools, churches and various other agencies to facilitate involvement from residents in the Project Impact Area (PIA) in settings that are accessible and comfortable.
- The Consultant will organize and participate in up to four events.
- Outreach activities could include meetings or project presentation(s) with various community or neighborhood leaders.
- For each meeting, the Consultant will provide exhibits, handouts, refreshments, name tags, and sign-in sheets.

4.2.8. Media Relations

Coordination of the Public Involvement efforts will include MDOT's External Affairs Division.

4.2.9. Dissemination of Information

- The Consultant will produce a one-page; color Fact Sheet to be distributed during outreach efforts and public meetings. The publication will also be distributed to public officials, elected officials, and interested stakeholders.
- The publication may be 8.5" x 11" or 11" x 17", depending on content and format, and will include a map of the area.
- Up to 500 copies will be produced.

4.3. Agency Coordination

The Consultant will prepare and submit to the County two separate draft Solicitation of Views letters, one for FHWA's signature and one for MDOT's signature. These letters will be for state and federal governmental agencies, public officials, elected officials, federally recognized tribes, and Council of Government's announcing the project and inviting them to share their concerns. The Consultant, in cooperation with the County, will develop the mailing lists for these letters.

4.3.5. Scoping Meetings

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- The Consultant will prepare and submit a list of potential participants for the scoping meeting to the County for review, revision, and approval.
 - The Consultant will arrange for three Scoping meetings, one for the County and County officials, one for the resource agencies, and one for the federally recognized tribes.
 - The Consultant will prepare and submit to the County draft letters of invitation to the meetings.
 - For all meetings, the Consultant will prepare exhibits, handouts, name tags, sign-in sheets, and provide refreshments.
 - The Consultant will provide to the County summary reports of these meetings, first as a draft and then as a final.

4.4. Public Meetings and Hearings

- The Consultant will organize and promote up to two public meetings and one public hearing.
- The public hearing/meetings will be an open house format to allow attendees to review exhibits, discuss issues with project personnel, and provide written and verbal comments. A court reporter will be available at the hearing to transcribe comments that individuals may want to give verbally.
- The Consultant will assist the County in sending special letters of invitation to public officials, elected officials and other key stakeholders. The Consultant will prepare the letter(s) and submit to the County for distribution.
- Consultant will prepare nametags, sign-in sheets, exhibits, handouts, and comment cards for the meetings and public hearings. The Consultant will also provide refreshments at the meetings.
- The Consultant will provide summary documentation following the public meetings and hearings.

5. PREPARE ENVIRONMENTAL ASSESSMENT DOCUMENTATION

5.1. Studies and Text Preparation

5.1.5. Cover sheet

5.1.6. Summary

5.1.7. Table of Contents

5.1.8. Purpose of and Need for Action

Per County direction, the CONSULTANT shall develop the Purpose and Need using CapaCounty, safety, and mobility.

5.1.8.1. CapaCounty

Develop and discuss the CapaCounty of the existing system, the present level of service, and any deficiencies of the system in serving the motoring public. Include a discussion on the future level of service of the system once the proposed project is completed and how this action will affect traffic CapaCounty throughout the network.

5.1.8.2. Safety

- Summarize and discuss data on accidents that have occurred in the study area. Prepare a table to illustrate accident types, frequency, percentage increase or decrease over a period of time, and the rate of accidents when compared with the statewide average for similar facilities.
- Develop and discuss existing roadway deficiencies and how the proposed project may correct or improve upon existing conditions.

5.1.8.3. Mobility

- Develop and discuss how the proposed project fits into the existing and future transportation system and what the contribution of the proposed action will be towards developing a sound transportation network. Also discuss how the proposed project will meet the essential needs of the system and the state.
- Develop and discuss the relationship of the proposed project to State, County, and urban transportation plans. Document that the proposed project is being developed with local input and is consistent with local goal-attainment policies.
- Prepare a brief history of how local, State, and Federal governmental plans support the proposed project.
- Develop and discuss the types of social and economic traffic generators, both existing and future, which exert travel demands on the proposed project.

Prepare a map (exhibit) which identifies these generators in relation to the proposed project. A listing of existing and future development in the corridor will also be provided to increase understanding of growth potential.

- Prepare a discussion concerning the different types of transportation modes that interface with the proposed project and establish how the proposed project will complement these modes.

5.1.9. Study Alternatives

Incorporate the materials prepared under previous Tasks in order to quantify impacts.

5.1.9.1. Affected Environment

- The Affected Environment section will provide a concise description of the existing social, economic, and environmental setting of the area affected by the proposed action (all alternative proposals). The description will be general in nature and address the entire project area rather than providing a separate description of the area as it relates to each proposed alternative.
- Environmentally sensitive areas and natural and community features will be identified and discussed. However, this section will not, for security against vandalism, identify the specific locations of archaeological, threatened, and endangered species sites and data.
- The Affected Environment section will focus on significant community and environmental issues and values. Photographs, illustrations, and other graphics, in conjunction with narrative will be used to enhance the reader's understanding of the area. If there are other federal actions or activities taking place or proposed to take place in the area, then these will be identified and their interrelationships discussed.

5.1.9.2. Environmental Consequences

- Prepare graphics and write text portions which evaluate the environmental impacts which could result. Include, when appropriate, the following graphics:
 - Existing and future land use
 - Noise analysis receptor sites, location map
 - Wetland site location map
 - Base floodplain location map
- Analysis of build alternatives will be made. Among the items to be considered are social, economic, historic, cultural, recreational, archaeological, noise, air,

wetlands, floodplains, farmland, endangered or threatened species and/or their habitat.

- Proposed conceptual mitigation measures will be developed by the CONSULTANT to reduce or alleviate impacts. The MDOT's Standard Specifications cover many impact situations and will be referenced as appropriate. Other appropriate mitigation measures not covered by the Standard Specifications will be developed by the CONSULTANT to handle those areas of special concern including but not limited to wetlands, wildlife habitat, aesthetics, noise, historical and archaeological sites, and tourism impacts.
- Proposed conceptual mitigation will be coordinated with the County prior to consultation with other agencies.
- Include discussion of potential impacts and proposed mitigation measures for the following areas of interest.

5.1.9.3. Land Use

Evaluate the project's relationship to and probable effects upon growth trends and land use in both the immediate area and a potential larger sphere of influence of the project, distinguishing between anticipated impacts due to the project and changes which would take place irrespective of the project.

5.1.9.4. Farmlands

Evaluate impacts to farmlands in accordance with provisions of the Farmland Protection Policy Act. Prepare a Farmland Conversion Impact Rating.

5.1.9.5. Social, Relocation, and Economic Impacts

- Discuss impacts on community service facilities both directly (relocation) and indirectly.
- Discuss impacts on the community and neighborhoods, economically and socially.
- Discuss and summarize relocation costs.
- Discuss potential relocation problems.
- Discuss and summarize total right-of-way costs.

-
- Discuss Environmental Justice.

5.1.9.6. Air Quality Impact (qualitative discussion per Tasks 2 &3)

- 5.1.9.7. Noise Impact – Prepare a qualitative discussion per Tasks 2 & 3 for the potential noise impacts to receptors for each of the 'build' alternatives.

5.1.9.8. Water Quality

- Evaluate potential water quality impacts resulting from construction and operation of the facility, such as sedimentation, nutrient loading, toxic substances, etc. Evaluate and coordinate potential involvement with any local aquifer system.
- Develop conceptual mitigation measures for any significant water quality impacts.

5.1.9.9. Permits

Identify potential permit activities.

5.1.9.10. Wetlands & Streams

- Assessment of the measures and considerations taken for avoidance and minimization in developing the build alternatives.
- Quantify and assess impacts to Corps of Engineers jurisdictional wetlands as mapped on aerial photography, and substantiate proper "sequencing" according to Section 404(b) (1) Guidelines.
- Evaluate effects upon wetland and stream functions and values.
- The EA will include a "Wetlands Finding" providing a preliminary proposal on mitigation for unavoidable wetland and stream impacts

5.1.9.11. Impacts to Natural Biota, Water Bodies, Wild and Scenic Rivers, and High Quality Streams

- Evaluate effects of the alternatives on the floral and faunal communities.
- Determine the significance of identified impacts.
- Items of special or local interest will be noted and evaluated within the context of the project (for example large old trees, wildlife corridors, etc.).

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- Identify the location and extent of water body modifications.

5.1.9.12. Floodplain and Floodway

Summarize and incorporate information prepared under Task 3 for each of the build alternatives.

5.1.9.13. Threatened and Endangered Species

Develop and incorporate a summary of the threatened and endangered species information collected and analyzed under Tasks 2 and 3.

5.1.9.14. Archaeological/Historical Impacts

Summarize and incorporate the information prepared under Task 2 and 3 with copies provided for distribution to MDAH and appropriate American Indian Tribes.

5.1.9.15. Hazardous Materials

Summarize and incorporate the findings and quantification of potential impacts for the build alternatives based on the information prepared under Task 2 and 3.

5.1.9.16. Visual Impacts

Develop and incorporate a summary of the visual impacts for the build alternatives based on the potential sites and other features identified and analyzed under Tasks 2 and 3.

5.1.9.17. Energy

Develop and incorporate a discussion in general terms of the construction and operational energy requirements and conservation potential of alternatives under consideration.

5.1.9.18. Construction Impacts

Develop and incorporate a discussion of those direct impacts related to the actual construction of the proposed project such as:

- Air quality impacts related to open burning and dust control;
- Noise impacts related to construction activities;
- Water quality impacts related to erosion control, sedimentation, and turbidity reduction;

-
- Traffic maintenance and detour routing;
 - Maintenance of access to businesses and residences;
 - Safety considerations;
 - Public involvement and community interaction to ease disruptive effects;
 - Disposal of construction material;
 - Stock piling of construction material and fill; and
 - Use of borrow areas and any mitigation measures proposed to reduce dredge and fill-related impacts.

5.1.9.19. 4(f)/6(f) Lands

The County does not believe that any alternative will involve 4(f) or 6(f) properties. If the CONSULTANT discovers any potential conflicts during data collection, the County will address the need for analysis at that time and determine if there are additional contractual needs.

5.1.9.20. Secondary and Cumulative Effects

Develop and incorporate a discussion of the potential for secondary and cumulative effects upon the social, economic, and environmental resources.

5.1.9.21. Comments and Coordination

- Documentation will be provided of coordination effort with the public, communities, businesses, elected officials, American Indians, regulatory agencies, and other stakeholders.
- A list of agencies, organizations, and persons to whom copies of the environmental document were provided will be included.

5.1.9.22. Appendices

As required, appendices will be prepared to present technical discussions, studies, memorandums, etc.

5.1.9.23. Exhibits

Drawings deemed necessary as a result of environmental studies and assessment of alternatives will be produced. Plan views of each alternative will be presented.

5.1.9.24. Tables

When necessary or appropriate, data will be presented in tabular form to facilitate comparisons or presentation of large data sets.

5.2. Coordination and Draft Document Preparation

5.2.5. Meetings

The CONSULTANT will coordinate and participate in scoping meetings with local officials and governmental agencies, two public meeting prior to completing the Pre-Draft EA and one public hearing after the Draft EA has been submitted.

5.2.6. Submit Pre-Draft EA (layout and copying).

The CONSULTANT will prepare and submit to MDOT twelve (12) hard copies of the Pre-Draft EA for review.

5.2.7. Project Team Review

The CONSULTANT shall attend a review meeting to be held by the MDOT. The purpose of the review is for the CONSULTANT to receive comments from the MDOT and the FHWA regarding the format and content of the Pre-Draft EA.

5.2.8. Submit the Draft EA

The Pre-Draft EA shall be revised, reflecting those comments obtained from the Project Team's Review. Five (5) copies of the Draft EA will be submitted to the MDOT for review and approval by the MDOT and the FHWA. The CONSULTANT should anticipate comments only on new material, on previous comments that might not have been addressed fully, or on text changes necessitated by a change in a part of the text previously unaddressed. The CONSULTANT then will prepare and submit twenty (20) hard copies and ten (10) electronic copies of the completed Draft EA to the MDOT for distribution for the public hearing.

5.3. Prepare the Final Environmental Assessment (EA)

Once the recommended alternative is selected and approved by the MDOT, in consultation with FHWA, the CONSULTANT will prepare the final environmental document.

5.3.5. Prepare and Submit Final EA / FONSI

Address the engineering and environmental issues raised at the public meeting. This action is an important part of the study process and shall involve appropriate staff personnel studying suggestions received as a result of the meeting. This will be done in coordination with the County and MDOT.

5.3.6. Revisions to Selected Alternative

- Revise draft environmental document to discuss changes to the selected alternative in response to agency and public hearing comments.
- Add to the final document a Commitment and Recommendation Section that describes commitment and recommendation measures by the County to minimize harm to the environment during final design and construction of the project.
- Review draft impacts section and revise to reflect selected alternate and pertinent comments received. Include a summary of further agency comments and discussion of results of any informal endangered species consultation with the U.S. Fish and Wildlife Service.
- Review and revise as necessary the Comments and Coordination section to reflect public meeting and general comments received.

5.3.7. List public meeting comments (summary) and responses as an appendix to the document.

5.3.8. Document (FONSI)

The CONSULTANT shall revise the draft document to respond to the MDOT's and the FHWA's comments and submit five (5) copies of the Final Document to the MDOT. Following MDOT approval, the CONSULTANT shall print and deliver to the MDOT thirty (30) hard copies and fifteen (15) electronic copy of the Final Environmental Assessment.

5.4 Items/Materials Provided By The County

The County will provide based on availability and need:

- Maps, plats, aerial photographs, and other cartographic items as may be available within normal resources of the County.
- Permit documentation for specific locations of utility crossings
- Available construction plans, drawings, and maps pertinent to the project.
- Traffic growth rates, design and peak hour factors.
- Copies of County publications, regulations, and standards, as applicable. Examples include, but are not necessarily limited to, ordinances, standard design details, regulations, etc.
- Copies of previous studies/analyses, environmental assessments, conceptual plan, etc., pertaining to the project.
- Names, addresses, and telephone numbers of points of contact which may prove useful to the CONSULTANT in the conduct of the analysis.
- A single point of contact within the County for day-to-day coordination of each phase of the assignment.

6. PRELIMINARY ROADWAY AND BRIDGE DESIGN

6.1 General Requirements

Manuals, guides, and specifications applicable to this contract shall be those approved and/or adopted by MDOT and/or the COUNTY and in effect on the effective date of this CONTRACT unless otherwise specified in this CONTRACT or subsequently directed by MDOT or the COMMISSION during the course of the CONTRACT.

This project shall be designed in English units.

All contract plan sheets shall be developed with Microstation (Version 8.1 or later) or AutoCAD (2007 or later).

If deemed necessary, the CONSULTANT will be advised of a time and place for a meeting to discuss the proposed work. Also, if necessary, the County may authorize the CONSULTANT to conduct a field inspection of the proposed work to obtain essential information for preparing an estimate of time and costs to perform the work.

OVERVIEW OF REQUIRED SUBMITTAL FORMAT:

Print Type	Printed Sheets (Full Scale)		Printed Sheets (1/2 Scale)		TIFF Images		CADD Files	
	Plans	XS	Plans	XS	Plans	XS	Plans	XS
Conceptual Plans			3 Sets					
Preliminary ROW			1 Set					

6.2 Roadway Plan Requirements

Plans submitted in the form of original drawings shall be ink drawings (plots) on vellum or opaque paper. Diazo or ammonia type reproductions will not be acceptable nor will adhesive drafting aids be acceptable on final plans. If the CONSULTANT elects to submit plans in the form of reproducible, they shall submit a sample plan in advance for approval and state the brand name of the photographic material proposed. All additions or revisions shall be done by CADD. All additions or revisions will require the submittal of revised CADD files on CD's with a project description (including Project Number, Route, and County) and the word, "REVISION," and the date written on the exterior of the disk or CD.

6.2.1 Scale of Drawings:

Plans shall be prepared at the following scales:

	RURAL	URBAN
(1) Plan/Profile Sheets with Geometrics		
Horizontal - - - - -	1" = 100'	1" = 20'
Vertical - - - - -	1" = 10'	1" = 5'
(2) Form Grades for Channelized Intersections And Interchange Ramps - - - - -	1" = 20'	1" = 20'
(3) Detail Geometrics for Channelized Intersections	1" = 20'	1" = 20'
(4) Cross-Sections - - - - -	1" = 10'	1" = 5'
(5) Scales for Bridge Sheets shall conform to the Specifications described in the Bridge Division CADD Manual		
(6) Other sheets at appropriate scale.		

6.2.2 Size of Drawings:

Sheet size and margin dimensions for Bridge sheets shall conform to the specifications described in the Bridge Division CADD Manual. All other drawings shall measure 22x34 inches.

6.2.3 Size of Lettering:

The CONSULTANT shall provide a minimum letter size of 1/8 inch (preferably 0.15 inch) in order to be legible when reduced to 50% of the original size. All plans submitted by the CONSULTANT shall conform to the quality standards adopted by the COMMISSION as shown in the Design Manual and the Project Director may reject any plans not conforming to these standards.

6.3 General Engineering/Technical Assistance and Consultation

As directed, the CONSULTANT shall provide engineering/technical assistance to perform specific assignments requiring needed expertise or staff resources unavailable to the County.

Conceptual Plan Review

The CONSULTANT shall prepare and submit conceptual plans for the project up to two alternates to include, where applicable:

ROADWAY PLANS: Title Sheet(s), typical sections, plan-profile sheets, traffic control sheets, conceptual permanent directional signing layout sheets, conceptual pavement marking sheets (for the purpose of determining lane assignments), special design sheets

where needed, phase construction sheets as required (plan & elevation). Hydraulic design shall conform to the MDOT'S Design Manual, FAPG(s) 23 CFR 625, 630 and 650, Mississippi House Bill 8 and Federal Emergency Management Agency regulations and any other State or Federal regulations as appropriate. All hydraulic calculations (for drainage areas under 1000 acres) should be included. The plans will have ROW limits on them based on cross-sections. Cross drains will be plotted on the cross-sections. Special attention should be given to distances to existing bridge piers and vertical clearances.

BRIDGE PLANS: Span arrangements, pier/foundation schematics, shoring requirements adjacent to existing streets and railroads, typical sections, finish grade profiles, vertical and horizontal clearances, retaining walls, design data, drainage data, and any other information necessary for development of conceptual plans for bridges as well as roadway plans for the approach connections to the bridge concepts. Preliminary bridge layout drawings shall be constructed to a reasonable scale. These layout drawings may or may not be in a form that can be incorporated into the final plans. The preliminary bridge layout drawings shall include a foundation plan, an elevation view, typical cross-sections and shoring requirements (where applicable). The foundation plan shall depict items such as: roadway/bridge abutments; stationing and horizontal control dimensions; span lengths; skew and/or curve data; horizontal navigation clearances; and other pertinent features.

The elevation drawings shall show such items as: ground profile (original and finished); span lengths; type construction (e.g. simple, continuous); materials (e.g. prestressed beams, concrete box girders); vertical navigation clearances; finish grades at each bent; expansion joint locations and types; design data and drainage data (where applicable); phase construction sheets as required (plan and elevation); shoring requirement sheets where needed; and other pertinent data.

The typical cross-section drawings shall show items such as: bridge/roadway width(s); crown/superelevations; railing dimensions; beam types; substructure types (e.g. frame bents, trestle pile bents, piers); bearing types; slab dimensions including overhang; and shoring plans, when required, indicating member sizes, type and locations.

Three (3) sets of conceptual plans shall be submitted to the County for review and approval.

6.4 Centerline Soil Profile and Preliminary Geotechnical Design

The CONSULTANT will investigate sub-surface soil and geological conditions along the project route as required providing the necessary design criteria for structure foundations, pavement support criteria, embankment stability, and other as required by the COMMISSION.

Design Criteria for pavement support shall be determined from a Centerline Soil Profile. The specific objective of this study is to determine the quality and type of soils located along the project. The centerline soil profile should be completed prior to the submittal of the preliminary right-of-way plans so that the plans reflect slope requirements in areas that contain high-volume-change soils.

Design Criteria for structures (bridges and/or retaining walls) shall be determined from subsurface investigation and laboratory testing. Geotechnical borings and testing shall be completed and the results contained in a Preliminary Geotechnical Design Report. The Preliminary Geotechnical Design Report shall contain reproductions of the field boring logs, test results, and contain foundation type recommendations so that the recommended foundation type may be included in the preliminary right-of-way plans.

6.5 Site Visit

Prior to the site visit, existing and proposed features of the project such as alternative alignments, existing/proposed rights of way, bridge layout, retaining wall layout, etc. shall be staked in the field and sufficiently marked for easy identification. Following the site visit, the CONSULTANT shall make any necessary corrections and provide the COMMISSION with written updated right-of-way and construction cost estimates. These estimates shall be based on historical cost data from similar projects.

EXHIBIT D

PAYMENTS TO ENGINEER

1.1 **Payments to Engineer**

Owner will pay **ENGINEER** for Services rendered under Section 1, as supplemented by Exhibit B, "Scope of Services", the following amounts:

1.1.1 For Basic Services a *Cost plus fixed fee of \$489,631.87*

1.1.2 For Additional Services. *OWNER shall pay ENGINEER for Additional Services rendered under Section 2 on the basis of ENGINEER's Direct Labor Costs times a factor of 2.61 plus a fee equal to 12% of the total labor amount and Reimbursable Expenses. Payments to ENGINEER for Additional Services shall be made in accordance with paragraph 5.2 of this Agreement.*

1.1.3 Payments to **ENGINEER** by **OWNER** are 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.

Payments to **ENGINEER** by **OWNER** specifically are not contingent on **OWNER's** receipt of grants for the **Project** or **OWNER's** decision to suspend or cancel the **Project**.