

Department of Engineering
Tim Bryan, P.E., PTOE, County Engineer

3137 South Liberty Street, Canton, MS 39046
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MEMORANDUM

November 13, 2024

To: Casey Brannon, Supervisor, District I
Trey Baxter, Supervisor, District II
Gerald Steen, Supervisor, District III
Karl Banks, Supervisor, District IV
Paul Griffin, Supervisor, District V

From: Tim Bryan, P.E., PTOE
County Engineer

Re: Professional Services Agreement
Calhoun Station Parkway Reconstruction Project

The Engineering Department requests approval of the design contract with Stantec Consulting Services Inc. for the design of the Calhoun Station Parkway Reconstruction Project for a fee not to exceed \$345,443.37 and to authorize the Board President to sign the contract.

This Agreement is made and entered into effective _____, 2024 (the "Agreement Date") by and between:

"Client"

Name: Madison County Board of Supervisors, Madison County, MS
Address: 125 West North Street, Canton, MS 39046
Phone: 601-855-5500
Representative: Gerald Steen, Prsident Email: gerald.steen@madison-co.com

"Stantec"

Name: Stantec Consulting Services Inc.
Address: 396 Business Park Drive, Suite E, Madison, MS 39110
Phone: 601-354-0696
Representative: John McKee, PE, PS, Senior Principal Email: john.mckee@stantec.com

Project Name (the "Project"):

Calhoun Station Parkway Reconstruction Project

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

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

Invoices shall be paid by the Client in the currency of the jurisdiction in which the Services are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. The Client will make payment by Electronic Funds Transfer when requested by Stantec.

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

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

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

When required by Stantec, the Client shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the Services. Whether arranged by the Client or Stantec, these services shall be deemed to be provided under direct contracts to the Client unless expressly provided otherwise.

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

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

STANTEC'S RESPONSIBILITIES: Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care, and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the Services to any third party and the Client shall indemnify and hold harmless Stantec from any demands, claims, suits, or actions of third parties arising out of Stantec's performance of the Services.

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as or be an employee of the Client.

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

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

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

Where the Services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, Client acknowledges that such Services proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the Client's contractor or others and that Stantec has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the Services provided by Stantec, Client agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities, or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup, or related costs.

In the prosecution of work, Stantec will take reasonable precautions to avoid damage to subterranean structures or utilities. However, it is the responsibility of the Client to provide Stantec with assistance in locating underground structures and utilities in the vicinity of any construction, exploration, or investigation. Stantec shall also rely upon third party sources in order to determine the existence and location of any underground structures and utilities of any kind. The Client acknowledges and agrees that Stantec may rely on such third-party advice, so long as such third party is, in Stantec's opinion, a reasonable source for such information, without any requirement that Stantec shall make an independent evaluation or investigation of such underground structures and utilities. In the event that the information supplied by third parties is incorrect, the Client acknowledges that Stantec shall not be responsible for any damages done to any such underground structures or utilities. If neither party can confirm the location of such structures and utilities, the Client agrees to accept all liabilities, costs, expenses and damages, whether direct, indirect, economic, punitive, incidental, special, exemplary or consequential, associated with the repair, replacement or restoration of any damages to such structures and utilities caused by Stantec or its subcontractor(s) or subconsultant(s) in the performance of the Services and the Client agrees to defend, indemnify and hold Stantec harmless from any such damages.

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

necessary to conform to such changes or interpretations during or after execution of the Services will be paid by the Client.

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

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

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

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

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

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

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

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

INDEMNITY: The Client releases Stantec from any liability and agrees to defend, indemnify, and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the negligence or willful misconduct of Stantec.

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

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

In no event shall Stantec's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All documents prepared by Stantec or on behalf of Stantec in connection with the Project are instruments of service for the execution of the Project. Stantec retains the property and copyright in these documents, whether the Project is executed or not. Payment to Stantec of the compensation prescribed in this Agreement shall be a condition precedent to the Client's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The Client shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Stantec in connection with the Project, for the life of the Project. The Client shall not use, infringe upon, or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the Client agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

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

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

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

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Stantec for services rendered.

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

DISPUTE RESOLUTION: If requested in writing by either the Client or Stantec, the Client and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: The Client shall not, without the prior written consent of Stantec, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: The parties acknowledge that information relating to an identified or identifiable person ("Personal Information") may be exchanged in the course of this Project pursuant to this Agreement.

The party disclosing Personal Information (the "Disclosing Party") warrants that it has all necessary authorizations and approvals required to process and disclose the Personal Information and to enable the party receiving the Personal Information (the "Receiving Party") to process it in performing the Services. The Disclosing Party will provide the Receiving Party with written notice containing the details of what Personal Information will be provided.

The Receiving Party will comply with any reasonable instruction from the Disclosing Party in respect of such Personal Information and implement appropriate technical and organization measures to protect the Personal Information against unauthorized or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage.

The Receiving Party shall be permitted, upon prior written consent of the Disclosing Party, to transfer Personal Information outside the jurisdiction if required for performance of the Services provided that such transfers are in accordance with relevant and applicable requirements under applicable legislation. The Receiving Party shall provide the Disclosing Party with full cooperation and assistance in meeting its obligations under applicable privacy legislation, including in relation to the security of processing, the notification of Personal Information breaches, the notification of requests from individuals and Personal Information protection impact assessments.

On termination of this Agreement, the Receiving Party shall cease processing Personal Information and shall delete and destruct or return to the Disclosing Party (as the Disclosing Party may require) all Personal Information held or processed by the Receiving Party on the Disclosing Party's behalf. It is understood however, that the Receiving Party may need to keep a copy of all Personal Information for legal purposes and therefore it will continue to take reasonable steps to protect the Personal Information as outlined herein and will proceed with the destruction of the Personal Information within a reasonable period of time if there is no longer any legal justification to keep the Personal Information.

Nothing herein relieves either party from their responsibilities for compliance with applicable privacy legislation.

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

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

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

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

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

Madison County Board of Supervisors, Madison County, MS Stantec Consulting Services Inc.

Gerald Steen, President
Print Name and Title

Signature _____

John McKee, Senior Principal
Print Name and Title

Signature _____

Ronny Lott, Clerk
Print Name and Title

Signature _____

Brad Engels, Senior Associate
Print Name and Title

Signature _____



PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

Attached to and forming part of the Agreement BETWEEN:

Madison County Board of Supervisors, Madison County, MS

(Hereinafter called the "Client")

- and -

Stantec Consulting Services Inc.

(Hereinafter called "Stantec")

EFFECTIVE: _____, 2024

This Attachment details the Services, Contract Time, Contract Price, Additional Conditions and Additional Attachments forming part of the above-described Agreement.

SERVICES: Stantec shall perform the following Services:

Stantec will provide design services for the reconstruction and widening of Calhoun Station Parkway from Stout Road to Highway 22. This project will consist of rehabilitating the existing roadway to provide a stable base, the addition of two lanes of asphalt roadway and drainage improvements. Services shall include project management, topographical survey, geotechnical analysis, cultural resources, conceptual plans, profile grades, plan-profile sheets, final roadway construction plans, bidding services, and other roadway related services. It is assumed all construction will be within the existing right-of-way. These services will be included for all items included in the **Calhoun Station Parkway Reconstruction Project**.

(Hereinafter called the "Services")

CONTRACT TIME: Commencement Date:

Estimated Completion Date:

CONTRACT PRICE: Subject to the terms below, Client will compensate Stantec as follows:

Compensation will be based upon the Rate Table below with a "Not to Exceed" cost of **\$345,443.37**.

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

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third-party charges will be charged as invoiced to Stantec with a zero percent (0%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

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

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

**ADDITIONAL
CONDITIONS:**

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

No Additional Conditions.

**ADDITIONAL
ATTACHMENTS:**

The following additional attachments shall be read in conjunction with and constitute part of this Agreement: NONE

**INSURANCE
REQUIREMENTS:**

Before any services are provided under this agreement, Stantec shall procure, and maintain insurance coverage during the term of this agreement.

Summary

CALHOUN STATION PKWY
FROM GLUCKSTADT CITY LIMITS TO HWY 22
MADISON COUNTY
STANTEC
8-Nov-2024

	Prime Consultant Man-Hours	Salary Cost	Overhead	FCCM	Total Labor Cost	Direct Cost	Fixed Fee	Prime Consultant Sub- Total	Sub-Consultant Sub-Total	Total Cost
Phase A:										
Field Review Plans	647	\$35,560.52	\$55,091.78	\$223.68	\$90,875.98	\$100.00	\$10,905.12	\$101,881.10	\$138,605.23	\$240,486.33
Final Plans	574	\$32,152.64	\$49,812.16	\$202.24	\$82,167.04	\$0.00	\$9,860.04	\$92,027.08		\$92,027.08
Bidding Phase	64	\$4,482.56	\$6,944.56	\$28.20	\$11,455.32	\$100.00	\$1,374.64	\$12,929.96		\$12,929.96
Total	1,285	\$72,195.72	\$111,848.50	\$454.12	\$184,498.34	\$200.00	\$22,139.80	\$206,838.14	\$138,605.23	\$345,443.37

Field Review Plans

CALHOUN STATION PKWY FROM GLUCKSTADT CITY LIMITS TO HWY 22 MADISON COUNTY STANTEC 8-Nov-2024								
Task	Personnel Titles Assigned to Project							Man-Hour Totals
	Principal Engineer	Senior Professional Engineer	Professional Engineer	Engineer-in-Training	Administration	Clerical		
	Man-Hours							
Review Requirements of Project		2	2					4
Initial Site Visit		4	4	4				12
Import / Process / Review Survey Data			16					16
Title Sheet								
Create and complete with known information		1	2	2				5
Typical Sections								
Mainline Typical Section (with pavement recs from geotech. Report included)		2	12	12				26
Horizontal Layout								
Layout Horizontal Alignment		2	12					14
Set EOP			1	4				5
Draw in Ex. ROW			1	4				5
Vertical Alignment								
Layout Vert. Alignment for Reconstruction Section		2	12					14
Review of Profile by Chet			2					2
Corrections to profile				2				2
Plan Profile Sheets								
Cut Plan / Pro Sheets			1	2				3
Add relavent information (drainage, control, etc.)			8	8				16
Clean up Plan / Pro Sheets			1	8				9
3d Model								
Create template to match Geotech. Recs (with Undercut)			2	6				8
Mill and overlay template				2				2
Create 3d Model for Mainline		8	24	24				56
Drain ditches			24	24				48
Slope stakes to plans				2				2
Cross Sections								
Cut and Clean up XS		1	1	12				14
Add existing / proposed drainage sturctures to XS's			8	16				24
Hydraulic Calculations								
Size Ditches and Pipes & inlets			40					40
Calculate Erosional Control Measures needed			40					40
Erosion Control Sheets								
Copy Plan Profile Sheets and Turn Off Unnecessary Levels			1	8				9
Place Contours From Merged Tin Files of Proposed and Existing			1	4				5
Traffic Control Plan								
Evaluate Construction Phasing		2	4	2				8
DCS sheets		1	8					9
TCP Sheets		1	4	8				13
QA/QC								
QA/QC		40	8					48
Field Inspection								
Attend Field Inspection		4	4	4				12
Revise Plans Per Field Inspection		8	8	40				56

Field Review Plans

Personnel Titles Assigned to Project										
Task	Principal Engineer	Senior Professional Engineer	Professional Engineer	Engineer-in-Training	Administration	Clerical				Man-Hour Totals
Man-Hours										
Project Management		80			20	20				120
Subconsultant Direct Cost										
Total Hours		158	251	198	20	20				647
Hourly Rate	\$95.00	\$75.14	\$61.54	\$35.07	\$42.90	\$22.00	\$0.00	\$0.00		
Salary Cost	\$0.00	\$11,872.12	\$15,446.54	\$6,943.86	\$858.00	\$440.00	\$0.00	\$0.00		\$35,560.52
Overhead										154.9240%
FCCM										0.6290%
Total Labor Cost										\$90,875.98
Prime Other Direct Costs										
Prints							100	\$1.00		\$100.00
Mileage							0	\$0.670		\$0.00
Meals							0	\$0.00		\$0.00
Lodging							0	\$0.00		\$0.00
Prime Direct Costs Total										\$100.00
Fixed Fee										12%
Subconsultant (See Attached Scope of Work from Terracon)										\$40,525.23
Subconsultant (See Attached Scope of Work from Headwaters)										\$23,540.00
Subconsultant (See Attached Scope of Work from Engineering Service)										\$74,540.00
Total										\$240,486.33

Final Plans

CALHOUN STATION PKWY
FROM GLUCKSTADT CITY LIMITS TO HWY 22
MADISON COUNTY
STANTEC
8-Nov-2024

Task	Personnel Titles Assigned to Project								Man-Hour Totals	
	Principal Engineer	Senior Professional Engineer	Professional Engineer	Engineer-in-Training	Administration	Clerical				
Man-Hours										
Title Sheet			1							1
Detailed Index			4	1						5
General Notes			4	1						5
Typical Sections										
Add Paving Details & Notes										
Summary of Quantity Sheets										
Select Appropriate Pay Items			4	4						8
Add Footnotes			1	2						3
Estimated Quantity Sheets										
Removal Items			2							2
Earthwork (phased if necessary)			2							2
Grassing Items			2							2
Temp. Erosion Control			2							2
Base Items			2							2
Paving Items			2							2
Traffic Control			2							2
Pavement Marking (permanent and temporary)			2							2
Incidental Construction Items			2							2
Hydraulic Culvert Summary			2							2
Plan Profile Sheets										
Sheet Clean-up and Organization		1	8	16						25
Design & Place Permanent Erosion Control Items (Ditch Treatment)		1	16	8						25
Place Earthwork Information (phased if necessary)		1	2	4						7
Hydraulic Design										
Calculate Ditch Liners			24							
Traffic Control Detail Sheets										
Develop Phasing Narrative			2	2						4
Update DCS Sheet			1	2						3
Update TCP Sheets		1	8	8						17
Special Design Sheets										
Detail Sheets		4	8	2						14
Pavement Marking Detail Sheets			4	40						44
Miscellaneous Detail Sheets			4	2						6
Standard Drawings										
Determine Necessary Standards & Generate PDF (roadway & box culvert, 2 multi-page pdf files)			6							6
Cross-Sections										
Add Earthwork Quantities (phased if necessary)			12	2						14
Phase Construction Details			4	2						6
Quantity Calculations		8	60	60						128
Final Plan Deliverables										
Multi-Page PDF File For Plans, Cross Sections, & Standard Drawings			1							1
CADD Files and KMZ			1							1
Land XML Files For Top Dirt, Finished Grade & Alignments/Profiles For All Models			4							4
Final Quantity Calculations (1 multi-page pdf)			2							2
Final Phase B Checklist			1							1
QC Plan Set Mark-Ups Including Corrections (multi-page pdf file)			2							2
Electronically Stamp and Sign Plans/Cross Sections			2							2
QA/QC		40	16							56
Utility Coordination		20								20
Project Management		80			20	20				120
Total Hours			156	222	156	20	20			574
Hourly Rate	\$95.00	\$75.14	\$61.54	\$35.07	\$42.90	\$22.00	\$0.00	\$0.00		
Salary Cost	\$0.00	\$11,721.84	\$13,661.88	\$5,470.92	\$858.00	\$440.00	\$0.00	\$0.00		\$32,152.64

Final Plans

CALHOUN STATION PKWY
FROM GLUCKSTADT CITY LIMITS TO HWY 22
MADISON COUNTY
STANTEC
8-Nov-2024

Task	Personnel Titles Assigned to Project							Man-Hour Totals
	Principal Engineer	Senior Professional Engineer	Professional Engineer	Engineer-in-Training	Administration	Clerical		
Man-Hours								
Overhead	154.9240%							\$49,812.16
FCCM	0.6290%							\$202.24
Total Labor Cost								\$82,167.04
Other Direct Costs								
Prints								0 \$1.00 \$0.00
Mileage								0 \$0.67 \$0.00
Meals								0 \$0.00 \$0.00
Lodging								0 \$0.00 \$0.00
Direct Costs Total								\$0.00
Fixed Fee	12%							\$9,860.04
Total								\$92,027.08

Bidding Phase

CALHOUN STATION PKWY
FROM GLUCKSTADT CITY LIMITS TO HWY 22
MADISON COUNTY
STANTEC
8-Nov-2024

Task	Personnel Titles Assigned to Project								Man-Hour Totals
	Principal Engineer	Senior Professional Engineer	Professional Engineer	Engineer-in-Training	Administration	Clerical			
Man-Hours									
Assemble Contract Documents		24	24						48
Bid Opening and Award		16							16
Total Hours		40	24						64
Hourly Rate	\$95.00	\$75.14	\$61.54	\$35.07	\$42.90	\$22.00	\$0.00	\$0.00	
Salary Cost	\$0.00	\$3,005.60	\$1,476.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,482.56
Overhead		154.9240%							\$6,944.56
FCCM		0.6290%							\$28.20
Total Labor Cost									\$11,455.32
Other Direct Costs									
Prints							100	\$1.00	\$100.00
Mileage							0	\$0.67	\$0.00
Meals							0	\$0.00	\$0.00
Lodging							0	\$0.00	\$0.00
Direct Costs Total									\$100.00
Fixed Fee		12%							\$1,374.64
Total									\$12,929.96

Phase A: Part __, Geotech

Calhoun Station Parkway Investigation
 Madison County
 PE8245138
 Terracon Consultants, Inc.
 27-Sep-2024

No. of Sheets	Task	Personnel Titles Assigned to Project							Man-Hour Totals	
			Ryan Steiner (Project Manager)	Gib Brantley (Project Engineer)	David Shin (Staff Engineer)	Tonya Ivy (Assistant PM)	Sara Dane (Assistant PM)			
		Man-Hours								
	Field Services									
	Development of Field Instructions & One-Calls			1		6			7	
	Laboratory Services									
	Review of Field Data, Soil Samples, & Assign Lab Tests			4	4				8	
	Analysis & Reporting									
	Develop Boring Logs & Figures			16	16		16		48	
	Develop Geotechnical Engineering Preliminary Report		4	8	8		8			
	Total Hours		4	29	28	6	24		91	
	Hourly Rate		\$80.29	\$47.12	\$34.62	\$36.06	\$31.25			
	Salary Cost	\$0.00	\$321.16	\$1,366.48	\$969.36	\$216.36	\$750.00	\$0.00	\$0.00	\$3,623.36
	200.86% Overhead									\$7,277.88
	1.53% FCCM									\$55.44
	Total Labor Cost									\$10,956.68
	Prime Other Direct Costs									
	Prints						0	\$0.00		\$0.00
	Mileage						120	\$0.67		\$80.40
	Field & Laboratory Investigation						1	\$23,180.00		\$23,180.00
	Private Utility Locate - GPRS						2	\$2,500.00		\$5,000.00
	Prime Direct Costs Total									\$28,260.40
	12.00% Fixed Fee									\$1,308.15
	Phase A, Part , Grand Total									\$40,525.23



September 6, 2024

Via email: brad.engels@stantec.com

Brad Engels
Stantec
2600 Lakeland Terrace, Suite 200
Jackson, MS 39216

**RE: Calhoun Station Parkway Improvements (+/-2.0 miles)
Madison County, MS
Proposed Scope of Work and Budget Estimate**

Dear Mr. Engels:

We have reviewed the information that you provided for the project in Madison County, MS. This project will widen Calhoun Station Parkway from Stout Road to Hwy 22 (+/- 2.0 miles). This project will widen the roadway from 2 lanes to 4 lanes within the existing county ROW. We have developed the following scope of work and budget estimates for assisting with the following environmental activities outlined below.

[Scope of Work](#)

Wetland and Other Waters Assessment

We propose to complete a wetland and other waters assessment within the boundaries of the project to determine the extent and location of any jurisdictional wetlands and/or "other waters of the United States" that may exist under the U.S. Army Corps of Engineers (USACE), Vicksburg District's purview. Once this is established, we would submit a preliminary map to you for review. If acceptable, we would then complete the mapping and draft the wetland and other waters report. This report would contain the required information to coordinate our findings with the USACE for the issuance of a jurisdictional determination, if needed. This will define the extent and location of any jurisdictional waters on the property and include concurrence from the USACE after their review.

Prior to submitting any documentation to the USACE, we would first submit our initial findings to you for review and approval as well as to discuss any potential permit/mitigation requirements that may be needed prior to construction.

Nationwide Permit

We anticipate that the U.S. Army Corps of Engineers, Vicksburg District (USACE) will require the project to be authorized under a Nationwide Permit. This includes preparation of the pre-construction notification (PCN) submittal, agency meetings, and agency coordination required to complete the permit action. If an individual permit from the USACE is required, we would provide a separate budget specific to the permitting actions that would be required.

USFWS Threatened & Endangered Species Coordination

We would complete the field surveys for listed species during the wetland delineation. Please note that if specialized surveys, including but not limited to audible, mist netting, or aquatic, are required we would coordinate with your company and submit a supplemental budget.

Phase I Cultural Desktop Review

As part of the permitting process, the USACE will require a desktop review of the project area. The USACE Regulatory Division could require a cultural resources survey within jurisdictional waters and adjacent upland buffers for all permit actions as a condition of the Section 404 Wetlands Permit process. If additional survey requirements are necessary, we would submit an additional budget at that time.

Conclusion

We propose to complete the wetland/other waters assessment, Nationwide Permit, USFWS coordination, and cultural resources desktop survey on an hourly basis with an estimated not-to-exceed budget of \$23,500.00.

Exclusions and Limitations

This SOW does not include the following services. These services can be provided under a separate SOW and budget if necessary.

- Section 404 Individual Wetland Permit from USACE
- Phase I Cultural Resource Survey
- Compensatory mitigation and/or credit reservation

If compensatory mitigation is required, the purchase of wetland/stream credits would be a transaction between the client and the mitigation bank. Headwaters neither owns nor brokers mitigation credits.

We appreciate the opportunity to assist with the project. If you have any questions or need any additional information, please do not hesitate to contact us. If the scope and budget are acceptable, please sign below and return.

Sincerely,

A handwritten signature in cursive script that reads "Lang Kirkwood".

Lang Kirkwood
Headwaters, Inc.

Accepted By: _____

Print Name & Title: _____

Date: _____



CONSULTING ENGINEERS & SURVEYORS

A DIVISION OF M & G ENTERPRISES, INC.
115 AEROSMITH DRIVE
RICHLAND MS 39218

MAILING ADDRESS:
POST OFFICE BOX 180429
RICHLAND, MISSISSIPPI 39218-0429

TELEPHONE: 601-939-8737
FAX: 601-939-8799

November 7, 2024

Stantec

Re: Proposal for Topographic Survey

Dear Sir or Madam:

We are pleased to offer a proposal for a Topographic and Right of Way Survey of approximately 10,560 linear feet of Calhoun Station Parkway in Madison County, Mississippi.

Topographic limits will be entire cleared area along existing roadway (+/- 200' wide)
Any underground utilities identified by MS 811 will be shown. No certification will be given as to existence or non-existence or as to the accuracy of underground utilities located or not located by Ms 811. Stantec will be responsible for One Calls to MS811.

We will locate all accessible sanitary and storm sewers. Inverts, pipe sizes and materials will be shown where they can be determined.

Rights of Way will be determined from filed deeds on recovered monuments.

Deliverables include an Autocad drawing, point file in ascii format and a surface file in .xml format.

We would plan to start field work once the 811 utility markings are complete. We estimate delivery within 90 working days from our start field- work date.

290 crew hours at \$190.00	\$55,100
120 hours office at \$162.00	\$19,440
Total	\$74,540

Thank you for the opportunity to provide a quote for services.

Sincerely,
ENGINEERING SERVICE

Baker Bryant, PLS
Survey Manager