



January 27, 2015

Mr. Mark Houston  
Madison County Board of Supervisor  
P.O. Box 680  
Canton, Mississippi 39046

**Re: Madison County Solid Waste Plan Update  
Coordination Proposal**

Dear Mr. Houston:

As per our discussion, I have reviewed the November 20, 2014 letter from the Mississippi Department of Environmental Quality (MDEQ) regarding the request for updates for the Madison County Solid Waste Plan. Please accept this as our proposal to provide you and the Madison County Board of Supervisors assistance is developing the response information as requested by MDEQ.

I took some time to review the letter in detail as it regards the MDEQ request for information and what it will require to develop that information. I also reviewed the letter, specifically the information contained in Item 6 as it related to the plan updates and what that will require.

In reviewing the MDEQ letter it appears that there were certain actions that were included in the Solid Waste Plan that was approved by MDEQ in 2009 and timetables for reporting back to MDEQ on those actions. I am assuming, at this point, that at least some of the reporting actions included in the plan document and referenced in the MDEQ letter were not completed. Some of these actions are fairly involved and aggressive as it relates to the planning process and determining what has been completed and what has not, may take a considerable amount of time and effort. In addition, some of the information that will need to be assimilated will include coordination time with you and the Board of Supervisors, as well as, coordination with the Cities of Flora, Madison and Ridgeland, at some point in the process.

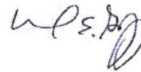
Based upon my interpretation of the MDEQ letter, it appears that a Solid Waste Plan update will also need to be completed pertinent, again, to Item 6. Given this, I am assuming, from a budgeting standpoint, that we will need to complete the plan updates to reflect the action items moving forward as it relates to the actions that have not been completed. In addition, I am afraid we are going to have difficulty pulling some of these information together and making decisions that the Board may need to make by the February 28, 2015 deadline. I am further assuming I will need to coordinate with MDEQ to get an extension of the date if possible.

Based upon the requirements presented by MDEQ, we would propose that we complete the coordination services and the plan updates on an hourly basis. We would further propose, given the unknowns relative to the actions that have taken place to date, that we work under an estimated not to exceed budget of \$15,000.00. This assumes that we will carry it through the response documentation, the coordination with MDEQ, the Madison County Board of Supervisors and the municipalities and the draft plan updates. At this point, I am not sure we will need to do a public notice and/or public hearing as a part of updating the plan to provide for the actions that have not yet been completed and addressed in the MDEQ letter.

I have attached a copy of our standard rate sheet depicting our billing rates. Additionally, I have also attached a copy of our standard Terms and Conditions (Exhibit A) for your review.

I hope this provides you what you need at this time. Please let me know if you have any questions or need anything additional.

Sincerely,



Michael Goff  
President

Accepted By:

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Madison County

Attachments



Effective October 1, 2013

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

**VICKSBURG, MS OFFICE**

PO Box 820188 Vicksburg, MS 39182-0177

**CORPORATE OFFICE**

PO Box 2836, Ridgeland, MS 39158-2836  
601-634-0097 • 769-233-2563(f)

**TUPELO, MS OFFICE**

PO Box 3658 Tupelo, MS 38803-3658

## EXHIBIT A

### HEADWATERS, INC. GENERAL TERMS AND CONDITIONS

- 1. Relationship between Consultant and Client.** Consultant shall serve as Client's professional environmental consultant in those phases of the Project to which (his Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Consultant shall not be considered to be the agent of the Client except in matters dealing with the Mississippi Department of Environmental Quality (MDEQ) as it relates to the Solid Waste Planning process.
- 2. Responsibility of the Environmental Consultant.** Environmental Consultant will **strive** to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Consultant shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Consultant be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any engineer, architect or consultant not under contract to the Environmental Consultant to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

- 3. Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Environmental Consultant to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to the Environmental Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of the Consultant's services.

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

- 4. Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
- 5. Ownership of Documents.** Mapping and reports and any other documents prepared by the Environmental Consultant in connection with any or all of the services furnished hereunder shall be the property of Client. The Consultant shall have the right to retain copies of all documents and mapping for its files.
- 6. Reuse of Documents.** All documents, including mapping furnished by the Environmental Consultant pursuant to this Agreement, are intended for use on the Project only. They should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by the Consultant, shall be at Client's sole risk, and Client shall indemnify and hold harmless the Environmental Consultant from all claims, damages, losses and expenses, including attorney's fees arising

out of or resulting therefrom.

- 7. Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or Consultant time schedule adjustments; and the Consultant and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
- 8. Delays.** If the Environmental Consultant services are delayed by the Client, or for other reasons beyond the Consultant's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
- 9. Subcontracts.** The Environmental Consultant may subcontract portions of the services, specifically including any cultural resources services, but each subcontractor must be approved by Client in writing.
- 10. Suspension of Services.** Client may, at any time, by written order to the Environmental Consultant, require the Consultant to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, the Environmental Consultant shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order.
- 11. Termination.** This Agreement may be terminated by either party upon 30 days<sup>1</sup> written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Environmental Consultant either before or after the termination date shall be reimbursed by Client.
- 12. Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
- 13. Indemnification.** The Environmental Consultant shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage arising out of the sole negligent act, error or omission of the Consultant.

Client shall indemnify and hold harmless the Environmental Consultant from the Consultant's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) on property damage arising out of the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of the Environmental Consultant and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage.

Client shall not be liable to the Environmental Consultant and the Environmental Consultant shall not be liable to the Client, 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 Client or the Consultant or their employees, agents or subcontractors, by reason of services rendered under this Agreement.
- 14. Legal Proceedings.** In the event the Environmental Consultant's employees are, at any time, required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where the Consultant is not a party to such proceeding, Client will reimburse the Environmental Consultant for its services and reimburse the Consultant for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to

terms which specifically supersede this provision, nor shall this provision apply in the event Client engages the Environmental Consultant to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

**15. Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

**16. Insurance.** Within the context of prudent business practices, the Environmental Consultant shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with maximum limits of \$1,000,000; automotive liability with maximum limits of \$1,000,000; and professional liability insurance with an annual limit of \$2,000,000. Client recognizes that insurance market is erratic and the Environmental Consultant cannot guarantee to maintain the coverages identified above.

**17. Information Provided by the Client.** The Environmental Consultant shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Environmental Consultant. In this case, the Client recognizes that the Consultant cannot assure the sufficiency of such information. Accordingly, the Consultant shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Consultant for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.

**18. Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, where the Environmental Consultant is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public, Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform the Consultant in writing prior to initiation of services under this Agreement.

Hazardous materials' may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Environmental Consultant agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against the Consultant and agrees to indemnify, defend and hold Environmental Consultant harmless from any claim or liability for injury or loss arising from the Consultant's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.

**19. Risk Allocation.** The Client recognizes that Environmental Consultant's fee includes an allowance for funding a variety of risks which affect the Consultant by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Consultant's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Environmental Consultant's liability to the Client arising from the Environmental Consultant's professional acts, errors or omissions, such that the total aggregate liability of the Environmental Consultant to the Client shall not exceed \$50,000 or the Environmental Consultant's total fee for the services rendered on this project, whichever is greater.

**20. Payment.** The Environmental Consultant shall submit monthly statements to Client. Payment in full shall be done upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment for Environmental Consultant's services is not contingent on any factor except the Consultant'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.

**21. Force Majeure.** Neither Client nor the Environmental Consultant shall be liable for any fault or delay

caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

- 22. Compliance with Laws.** To the extent they apply to its employees or its services, the Environmental Consultant shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
- 23. Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
- 24. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.
- 25. Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
- 26. Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Environmental Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.