



# WARNOCK & ASSOCIATES, LLC

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## ENGINEERING, MANAGEMENT & PLANNING

August 8, 2015

Madison County Board of Supervisors  
Attn: Mark Houston  
P.O. Box 608  
Canton, MS 39046

Re: Bozeman Road Traffic Study

Dear Mr. Houston,

As you are aware we are currently engaged in the Environmental Engineering and Design Engineering associated with the widening of Bozeman Road from Highway 463 to Gluckstadt Road. The contract for this project was executed on December 18, 2013 and work commenced in the spring of 2014 (see attachment "A"). The contract called for the widening of the existing two lane roadway to a five lane curb & gutter roadway which was also approved by CMPDD during the project (see attachment "B"). As you and the board are aware, W&A has had regular progress meetings with CMPDD officials, MDOT officials and FHWA officials. While these meetings are productive, W&A has been made aware that as the project progresses to the point of approval we will have to consider multiple route locations for the new roadway, multiple typical sections and a comprehensive traffic study at each intersection along the proposed route.

I feel that we can absorb the cost of the multiple route locations and typical sections within our current contract without requesting a change in scope or fee adjustment to the contract, but the comprehensive nature of this traffic study cannot be absorbed. Please see attachment "C" that indicates all of the intersection that will be included in the proposed traffic study.

Based upon these circumstances I am requesting that W&A be allowed to conduct the required traffic study under "additional services" provision within our current contract which will be billed by the hourly rate schedule outlined in the contract. As some of you have not been involved in the progress meetings I'm sure you have additional questions. Please feel free to contact me and I will be glad to discuss this matter further with you.

Sincerely,

Warnock & Associates, LLC

Rudy M. Warnock, Jr., P.E.  
President

Cc: Mr. Mike Espy, Board Attorney  
File

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"DEDICATED TO EXCELLENCE IN ENGINEERING"

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STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT (the "Agreement") effective as of December 18 2013 ("Effective Date"), by and between the **Madison County Board of Supervisors**, Post Office Box 608, Canton, Mississippi 39046-0608 ("Owner") and **Rudy Warnock, P.E.**, Warnock & Associates, 158 West Center Street, Canton, Mississippi 39046 ("Engineer"). Owner intends to widen Bozemand Road from Highway 463 to Gluckstadt Road from the existing 2 lane configuration to a 5 lane curb and gutter section. Engineering services will include all engineering required including, bridge improvement, intersection improvements, lane improvements, ect. Owner intends with this Agreement to employ Engineer to conduct environmental engineering, design engineering and construction engineering services related to Bozeman Road Widening (the "Project").

Owner and Engineer agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

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**1.01 Scope**

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services by mutual agreement of Engineer and Owner and shall be set forth in writing as amendments to the appropriate provisions of this Agreement.

**ARTICLE 2 - OWNER'S RESPONSIBILITIES**

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**2.01 General**

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

B. Owner shall pay Engineer as set forth in Exhibit C.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages resulting from such failure.

**ARTICLE 3 - SCHEDULE FOR RENDERING SERVICES**

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**3.01 Commencement**

A. Engineer shall begin rendering services as of the Effective Date of the Agreement.

**ARTICLE 4 - INVOICES AND PAYMENTS**

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**4.01 Invoices**

**3.02 Time for Completion**

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering

A. *Preparation and Submittal of Invoices.* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within thirty (30) days of receipt.



## Capacity Deficiency Project Application

### Jackson MPO Surface Transportation Program

The following information must be completed for all Capacity Deficiency proposed Jackson MPO STP projects. MPO staff will use the information contained in the project application to assign points to proposed projects based on the Project Submittal Guidelines. The establishment of project eligibility and each project score will then be used by the Intermodal Technical Committee and Metropolitan Planning Policy Committee to program projects to be funded with Jackson MPO STP funds. A separate application must be submitted for each type of project. For example, do not combine a street widening project with a traffic signal improvement project.

#### Applicant Information

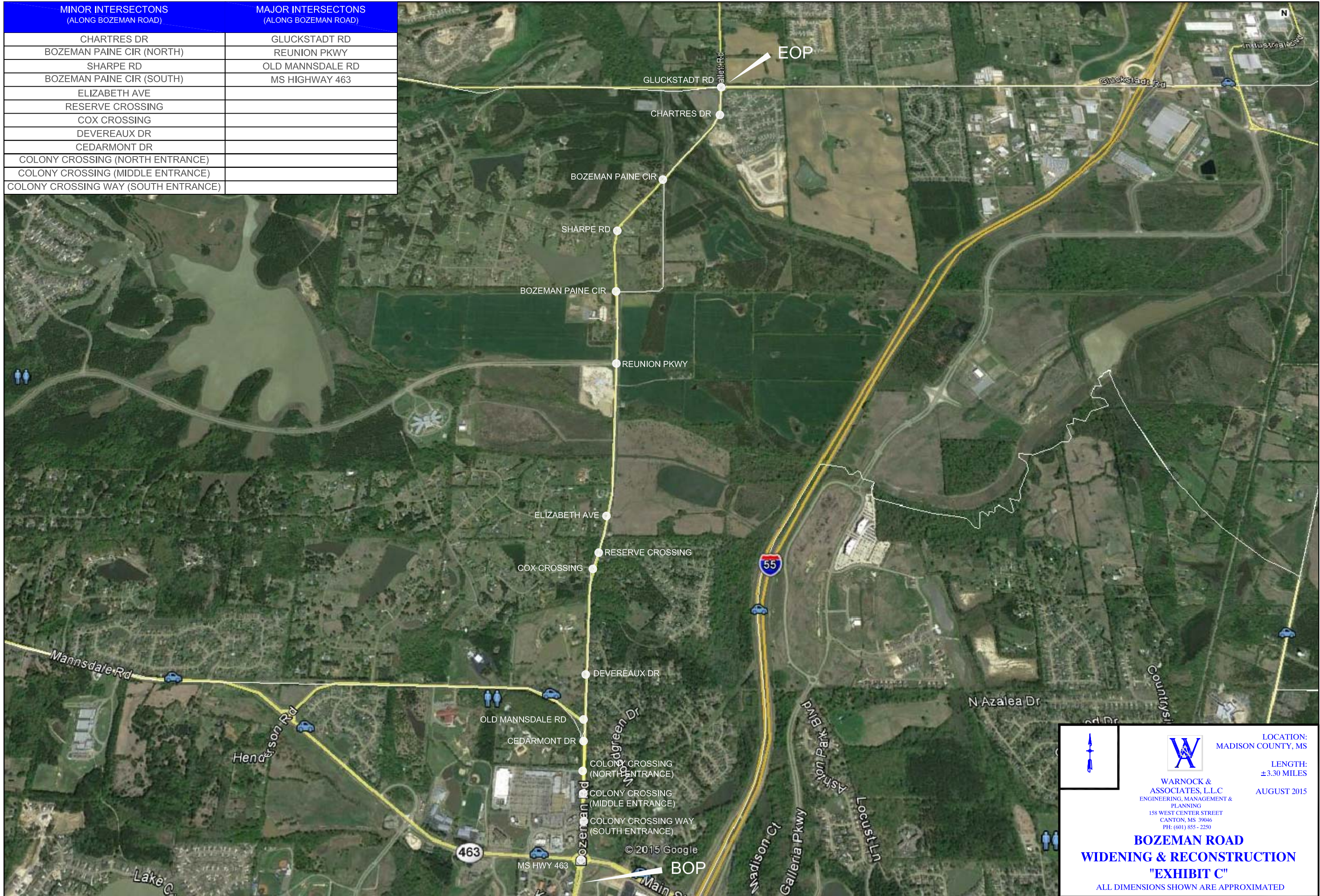
1. Project Sponsor Madison County Board of Supervisors
2. Sponsor Contact Shelton Vance, Interim County Administrator
3. Telephone 601-855-5500 4. Email Shelton.vance@madison-co.com
5. Mailing Address P.O. Box 608 Canton, MS 39046
6. Additional Sponsors City of Madison
7. Co-Sponsor Contact Name(s) Mayor Mary Hawkins Butler

#### Project Description

8. Project Title Widening & Improvement of Bozeman Road
9. Project Type Proposed Widening from 2-Lane Road to 5-Lane Road with Curb & Gutter
10. County Madison 11. Municipality City of Madison
12. Small Municipality N.A.
13. Small Municipality population according to the latest U.S. Census N.A.
14. Project Location Bozeman Rd from MS Hwy 463 in Madison to Gluckstadt Rd (3.22 Mi.+/-)



MINOR INTERSECTIONS (ALONG BOZEMAN ROAD)	MAJOR INTERSECTIONS (ALONG BOZEMAN ROAD)
CHARTRES DR	GLUCKSTADT RD
BOZEMAN PAINE CIR (NORTH)	REUNION PKWY
SHARPE RD	OLD MANNSDALE RD
BOZEMAN PAINE CIR (SOUTH)	MS HIGHWAY 463
ELIZABETH AVE	
RESERVE CROSSING	
COX CROSSING	
DEVEREAUX DR	
CEDARMONT DR	
COLONY CROSSING (NORTH ENTRANCE)	
COLONY CROSSING (MIDDLE ENTRANCE)	
COLONY CROSSING WAY (SOUTH ENTRANCE)	





LOCATION:  
MADISON COUNTY, MS

LENGTH:  
±3.30 MILES

AUGUST 2015



**WARNOCK & ASSOCIATES, LLC**  
ENGINEERING, MANAGEMENT & PLANNING  
158 WEST CENTER STREET  
CANTON, MS 39046  
PH: (601) 855-2250

**BOZEMAN ROAD  
WIDENING & RECONSTRUCTION  
"EXHIBIT C"**

ALL DIMENSIONS SHOWN ARE APPROXIMATED