Air of 1995," the CONSULTANT shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The CONSULTANT shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this agreement.

41. LICENSURE

The CONSULTANT and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

42. NOTATIONS AND STATEMENTS

All reports, maps, and other documents prepared as a part of this agreement, exclusive of documents for internal use only by parties hereto, and financed with FHWA "PL" funds shall carry the following notation on the front cover or title page:

This report was prepared in cooperation with the U. S. Department of Transportation, Federal Highway Administration, and the Tennessee Department of Transportation.

All notices, informational pamphlets, press releases, research reports, signs and similar notices prepared and released by the CONSULTANT shall include the statement, "This project is funded (in part) under an agreement with the State of Tennessee, Department of Transportation."

43. PUBLIC ACCOUNTABILITY

If [Contractor] is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this agreement involves the provision of services to citizens by CONSULTANT on behalf of the Tennessee Department of Transportation, the CONSULTANT agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the CONSULTANT shall display in a prominent place, located near the passageway through which the public enters in order to receive these supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY

ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

44. TERMINATION FOR CAUSE

If the CONSULTANT fails to properly perform its obligations under this agreement in a timely or proper manner, or if the CONSULTANT violates any terms of this agreement, the MPO shall have the right to immediately terminate the agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the MPO for damages sustained by virtue of any breach of this agreement by the CONSULTANT.

45. TERMINATION FOR CONVENIENCE

The agreement may be terminated by either party by giving written notice to the other, at least 30 days before the effective date of termination. Should either party exercise this provision, the CONSULTANT shall be entitled to reimbursement for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the MPO be liable to the CONSULTANT for any service which has not been rendered. The final decision as to the amount, for which the MPO is liable, shall be determined by the MPO. In the event of disagreement, CONSULTANT may file a claim with the Contracts Administrator in order to seek redress.

IN WITNESS WHEREOF, the parties hereto have set their signatures for the purposes contained herein, on the day and date first above written.

APPROVED:

Contract Administrator/
Assistant County Attorney

SHELBY COUNTY GOVERNMENT

A C Wharton, Jr., Mayor

PARSONS TRANSPORTATION GROUP

BY: Robert E McIvor Jr

TITLE: Area Manager

CORPORATE ACKNOWLEDGMENT

STATE OF Tennessee

COUNTY OF Shelby

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared Robert E. McIvor, Jr., with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the Parsons Transportation Group Inc., the within named bargainor, a corporation, and that he as such authorized person, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as Area Manager.

WITNESS my hand and official seal at office this 27th day of February, 2009.

Barbara J Smith

Notary Public

My Commission Expires: My Comm. Exp 6-23-09

BARBARA J. SMITH
NOTARY PUBLIC AT LARGE
SHELBY CO., TN

Exhibit A

SCOPE OF WORK for HOUSTON LEVEE CORRIDOR STUDY

I. Project start up

A. Define scope of work and negotiate contract

B. Attend Kick -off Meetings

a). meet with key client group to clarify objectives, refine scope, set schedule of meetings and deliverables, identify key stakeholders and secure relevant background information

b) Establish schedule of meetings with key client groups, Steering Committee, public outreach meetings and MPO Board and Committees

C. Review existing traffic/transportation and environmental conditions in the corridor study area,

a) The consultant will review traffic volumes and truck percentages as provided by TDOT, MDOT, and the Memphis MPO.

b) The Consultant will also review crash data provide by jurisdictions in the Houston Levee Road Corridor study area to compare state wide crash rates for similar types of roadways. High crash locations will be identified and illustrated on mapping of the study area. Safety deficiencies will be identified and will be incorporated into the decision making process.

c) The consultant will assess existing environmental conditions in developing alignment alternatives. This assessment will include major environmental resources and constraints, and the potential impact that extending Houston Levee Road would have on these resources.

D. Interview key stakeholders including elected officials representing communities with concerns on improvements to Houston Levee Road.

E. Finalize public participation strategy

F. Inspect the corridor study area in detail to accurately assess current conditional, both transportation and environmental.

   a. In addition to compiling traffic data, the consultant will conduct additional traffic counts and turning movement counts to provide additional traffic inventory data

   b. Using the study methodologies presented in the Highway Capacity Manual (HCM2000) of the Transportation Research Board, levels of service will be determined for road segments of the three (maximum) alternative alignments. For determining levels of service for the Shelby Drive and Goodman Road intersections, the HCM2000 methods will be applied using appropriate software. Highway Capacity Software (HCS) will be used in determining levels of service for roadway segments.

   c. Existing environmental conditions in the study area will be identified. The environmental conditions to be assessed will include locations and water quality of streams and rivers, wetlands, wildlife, floodplains, churches, agricultural lands, subdivision and subdivision common areas.

   d. Data requests will be sent to the Tennessee Wildlife Resources Agency, the Tennessee Historical Commission, the Mississippi Department of Archives and History, and the Mississippi Department of Wildlife, Fisheries and Parks

G. Prepare Working Paper 1---Key Issues raised by Stakeholder interviews

H. Prepare Working Paper 2---Appropriate Levels of Service for intersections in the Houston Levee Corridor

II. Future Transportation Demands and Impacts

A. A travel forecast will be prepared for the Houston Levee Road corridor study area. This travel forecast will be used in assessing the year 2030 horizon design year traffic volumes for major roads in the corridor study area.

B. Three alternative alignments will be developed, and alignment specific travel forecasts will be prepared. The travel forecast scenarios will involve varying traffic assignments that would be likely to be diverted onto the Houston Levee Road Extension.

C. A technical memo will be prepared to submit the forecasting for a separate review. This memo will include maps illustrating the forecasted traffic levels.

D. Level of service estimates will be prepared for three alternative alignments, using methods described in 1.F/b, above. Map illustrations will be prepared to show estimated levels of service. The level of service estimates will be prepared for multi-lane roadway segments on each of the alignments.

III. Development of Alternative Alignments

A. Identify/Develop/Screen Alternatives

1. A corridor restraint map will be prepared to show areas that should be avoided due to the potential impact of geographical features in the study area.
2. Environmental, social, and economic impacts will be quantified and summarized
3. Initial cost estimates will be developed using TDOT's estimates. For estimation purposes, a maximum of three alignments will be selected for detailed analysis.

B. Revised Alternative

1. Alignment alternatives will be revise based on information obtained from reviewing agencies, local officials, and public input. New alternatives may be developed using combinations of other alternatives.

IV. Evaluation of Alternative Alignments

Parsons Transportation Group will evaluate each alternative and will recommend a preferred alternative to the MPO. For cost estimating purposes, a maximum of three Alternative Alignments will be evaluated. The evaluation will include two primary factors; engineering and environmental.

A. Engineering Analysis

1. Parsons Transportation Group will provide comparisons of roadway design issues, constructability and preliminary cost estimates. Parsons will provide comparisons of levels of service (LOS) and relative traffic diversion, and preliminary cost estimates will be developed for each of the Alignment Alternatives.
2. Multi-modal and American with Disabilities Act (ADA) issues will be identified.
3. The incorporation of sidewalks or bike lanes, and decisions over appropriate corner radii or channelization of right turns will be addressed.

B. Environmental Analysis

1. Each of the Alternative Alignments will be evaluated based on potential environmental impacts. Potential social, cultural, and natural environmental impacts for the Alternative Alignments will be identified and compared.

V. Report Preparation

An initial draft of the Houston Levee Road Alignment Corridor Study will be submitted to the Memphis MPO for review and comment within twenty eight weeks of the issuance of the notice to proceed for the study. The report will document the results of the study and will include existing and design year system information, proposed improvements traffic data, safety analysis, deficiency analysis, development and evaluation of the alignment alternatives, cost estimates for the alignment alternatives, and results of the preliminary environmental evaluation. The report text will be supplemented by appropriate tables and figures to help illustrate and document the findings of the study. An executive summary will be included that could be distributed as a stand-alone item.

Comments from each stage of the review process will be addressed, the succeeding draft will be promptly prepared, and the appropriate number of copies will be submitted for review to the Memphis MPO. This includes the revised draft report, the final draft report and the final report.

EXHIBIT B

LOBBYING CERTIFICATION

Parsons Transportation Group, Inc. certifies, to the best of his/her knowledge and belief, that::

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Metropolitan Planning Organization ("MPO"), to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with is grant, loan, or cooperative agreement, the **Parsons Transportation Group, Inc.** shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. **Parsons Transportation Group, Inc.** shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all subrecipients of federally appropriated funds shall certify and disclose accordingly.

Robert E McIvor Jr — 2/27/09

NAME AND TITLE Area Manager — **DATE**

CORPORATE ACKNOWLEDGMENT

STATE OF Tennessee

COUNTY OF Shelby

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared Robert E. McIvor, Jr. with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the Parsons Transportation Inc., the within named bargainor, a corporation, and that he as such authorized person, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as Area Manager.

WITNESS my hand and official seal at office this 27th day of February 2009.

Barbara J Smith

Notary Public — My Commission Expires: ~~My Comm. Exp 6-23-09~~

BARBARA J. SMITH NOTARY PUBLIC AT LARGE SHELBY CO. TN

EXHIBIT C

SUSPENSION AND DEBARRMENT

Parsons Transportation Group, Inc. warrants that no part of the total Contract Amount shall be paid directly or indirectly to entities who are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 of February 18, 1986 (3 CFR, 1986 Comp., p. 189).

Robert E McIvor Jr — 2/27/09

NAME AND TITLE Area Manager — **DATE**

CORPORATE ACKNOWLEDGMENT

STATE OF Tennessee

COUNTY OF Shelby

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared Robert E. McIvor, Jr. with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the Parsons Transportation Inc., the within named bargainor, a corporation, and that he as such authorized person, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as Area Manager.

WITNESS my hand and official seal at office this 27th day of February 2009.

Barbara J Smith

Notary Public — My Commission Expires: My Comm. Exp 6-23-09

BARBARA J. SMITH NOTARY PUBLIC AT LARGE SHELBY CO., TN