

Schooten and Sons Feedlots
Box 148
Diamond City, AB T0K 0T0

April 29, 2022
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Attention: Cody Schooten, Owner

Dear Mr. Schooten:

**Re: Mossleigh Traffic Impact Assessment
Engineering Services Proposal**

As requested, we are pleased to submit a proposal for a Traffic Impact Assessment (TIA) for the development of a feedlot at SE-8-21-24-W4M. This letter proposal outlines the anticipated scope of work.

PROJECT UNDERSTANDING

Schooten and Sons Feedlots is proposing a feedlot development located in the SE-8-21-21-W4M near Mossleigh, Alberta.

It is proposed that direct access to the site be gained via Range Road 244. Traffic generated by the development is anticipated to have an impact on the intersection of Highway 547 and Range Road 244.

PRELIMINARY REVIEW

We have reviewed the site information and discussed the TIA requirements with both Alberta Transportation and Vulcan County. Based on our review, it is understood that at minimum, the TIA should:

- Assess the impacts that the development will have on the intersection of Highway 547 and Range Road 244;
- Complete a detailed Turning Template and Sight Distance Review of the Highway 547 and Range Road 244 intersection;
- Identify intersection improvements required to accommodate the proposed development;
- Make recommendations on the site access; and
- Identify and discuss other transportation-related requirements pertaining to the proposed development.
- A cost estimate and drawings are not included in this price as it is typically a deliverable client's request following any identified site needs. These items can be added for additional fees following the analysis.

SCOPE OF WORK

In consideration of the above-noted needs, we have developed the following scope of work:

1.0 Project Start-Up and Meetings

- a. Hold a teleconference start-up meeting to confirm details associated with the development. Regular email and phone correspondence will be maintained to provide project updates and to address comments/concerns/questions in a timely manner.

- b. Correspond with and hold meetings, as necessary, with Vulcan County and Alberta Transportation to obtain relevant planning documents, and to confirm the detailed study methodology.

2.0 Gather Background Transportation Data

- a. Gather and review available traffic and planning data. MPE found there is currently no traffic count data available on the Alberta Transportation website for the intersection of Hwy 547 / RR 244.
- b. Collect traffic volumes and vehicle classification data at the intersection. To collect the data, MPE will undertake a 12-hour turning movement count. Raw count data will be submitted to Cornerstone Solutions Inc. for factoring to obtain estimates of annual average daily traffic (AADT) and design hour traffic volumes.
- c. Conduct a site visit to record the existing configuration and key measurements of transportation infrastructure in the study area. Photos of the site and key road features will be taken to document existing conditions.

3.0 Develop Traffic Volume Estimates

- a. Consult with Vulcan County and Alberta Transportation to determine an appropriate traffic growth rate for use in traffic projections.
- b. Develop traffic projections that correspond to the following study horizons:
 - i. Opening Day of the development and,
 - ii. Long-Term 20-Year horizon.
- c. Develop estimates of site-generated traffic associated with the proposed development. Trip generation for the development will be based on applicable rates from Trip Generation Manual, published by the Institute of Transportation Engineers (ITE), or based on trip rates from other approved sources.
- d. Establish trip distribution patterns and assign site traffic to the road network.
- e. Develop post-development traffic volumes for each study horizon by superimposing site-generated traffic onto background traffic volumes.

4.0 Analyze Traffic Conditions

- a. Undertake a review of intersection sight distances at the intersection.
- b. Conduct intersection capacity analysis on background and post-development traffic conditions using traffic modeling software to determine if intersection or roadway improvements are necessary. Results of the capacity analysis will include delay, Level of Service (LOS), volume to capacity (v/c) ratios, and 95th percentile queue lengths for each movement.
- c. Undertake turn lane, signalization and illumination warrant analyses on each study area intersection to determine if turn lane improvements are required and to what degree traffic signals and/or intersection lighting are warranted;
- d. Undertake turning template analysis.

5.0 Report Preparation and Follow-Up Work

- a. Prepare a report that documents the study methodology and highlights key findings, including a discussion of warranted road improvements. After Vulcan County and Alberta Transportation have reviewed the initial TIA submission, MPE will address comments received and prepare a final report.

OPTIONAL SERVICES:

MPE is prepared to provide the following additional services on an hourly basis, as required:

- Undertake *geotechnical engineering, road and highway surveys, preliminary engineering, detailed design, construction administration and materials testing services* for required roadway improvements and/or site works;
- Prepare *site grading design* complete with a *stormwater management plan*, as required;

PROJECT TEAM:

We have assembled a project team that has the necessary professional knowledge and technical expertise required for the successful completion of this assignment. Members of the project team are listed below. Resumes for each team member are enclosed.

Transportation Manager: Eric Dyson, P.L.(Eng.)

Eric is our Transportation Manager and has over 17 years of experience with transportation and municipal engineering projects across Alberta. He will ensure that the resources required for the successful completion of this study are available. He will be the primary contact and will communicate with you on a regular basis.

Senior Transportation Review: Edward Spetter, P.Eng.

Ed will be responsible for the senior review for this project. Ed has over 40 years of experience in the transportation field. Ed will utilize his local knowledge to provide correspondence with Alberta Transportation and the Municipality.

Transportation Engineer: Jorge Arango, P.Eng.

Jorge will be responsible for gathering traffic and planning data, preparing traffic forecasts, undertaking warrant procedures and analysis, identifying mitigation options, and preparing the TIA report. Jorge brings over ten years of transportation engineering experience, and will apply his working knowledge of traffic engineering, geometric road design, intersection analysis, and safety analysis to develop effective and context-sensitive transportation solutions.

SCHEDULE & DELIVERABLES:

We are prepared to commence on the study immediately and anticipate being able to provide a draft report within **6 to 8 weeks** following approval to proceed. During this period, we will be in regular correspondence with you to provide project updates. A copy of the completed draft report will be delivered to you for review and comment. After your review, we will make revisions, as necessary, and provide you with a final draft of the report.

FEES AND DISBURSEMENTS:

MPE is prepared to undertake this assignment, on an hourly basis, with an engineering budget of **\$19,500**, which includes disbursements and excludes GST. Please note that no charges will be made for any check-up and follow up correspondence with MPE's representative, as we value good communication and feedback with our clients.

If there are significant changes in the scope of work that require a budget adjustment, we will notify you in writing prior to undertaking the additional/adjusted work.

Thank you for this opportunity to submit this proposal. We look forward to working with you towards the successful completion of the above-noted studies. If you have any questions or require additional information, please contact the undersigned at (403) 317-3603.

Yours truly,

MPE ENGINEERING LTD.

A handwritten signature in blue ink, appearing to read 'Eric Dyson', with a small dot to the right.

Eric Dyson, P.L.(Eng.)
Transportation Manager

:ed

Enclosure



CONFIRMATION OF ASSIGNMENT

Date: April 29, 2022

Project Name: Schooten and Sons Mossleigh Traffic Impact Assessment

Client Name: Schooten and Sons Feedlots

Client Contact Person: Cody Schooten Email: cody@schootenandsons.com

Phone: _____ Cell: 403-634 4116 Fax: 403-381-8809

Client Address: Box 148; Diamond City, AB ; T0K 0T0

Invoice Attention To: Same as above

Client PO #: _____

Invoicing Address: Same as above

Invoice Preferences: Mail E-mail cody@schootenandsons.com
(invoice e-mail address)

Scope of Work: As described (if box will not hold all info please use attachment) See attachment

As per proposal P01 dated April 29, 2022

MPE Project Manager: Eric Dyson

MPE Project No.: TBD

Professional Fee Estimate: \$ 19,500 (GST not included)

Payment Terms: Hourly Fixed Fee _____ % of construction
 Hourly to Fee Estimate Other (see attached schedule)

Comments: Disbursements (see attached schedule)



GENERAL CONDITIONS OF AGREEMENT

AGREEMENT

These General Conditions shall be binding on the CLIENT and MPE Engineering Ltd. (hereinafter referred to as MPE) unless within five (5) business days from the date written hereon, the CLIENT gives written notice to MPE that it rejects any of the following terms and conditions.

The provisions of these General Conditions of Agreement are incorporated into and form part of the proposal ("Proposal") from MPE Engineering Ltd. ("MPE") to the Client to render services. Unless otherwise agreed in writing, the terms and conditions of the Proposal and these General Conditions of Agreement shall govern the rights and obligations of the parties with respect to the provisions of services by MPE pursuant to the Proposal and any additional services provided to the Client (collectively the "Services"). The work or undertaking referred to in the proposal and for which the services are intended is hereinafter referred to as the "Project".

SUBCONSULTANTS/SUBCONTRACTORS

MPE shall be entitled to engage subconsultants and subcontractors in the performance of the Services as MPE believes is in the best interests of the Client. MPE will not be responsible or held liable for the actions of its subconsultants or subcontractors

RIGHT OF ENTRY

The Client shall permit or arrange for permission for MPE and its subconsultants/subcontractors to enter onto, pass over, and perform the Services on those properties as are necessary for MPE to perform the Services on the "Site".

OWNERSHIP AND USE OF DOCUMENTS/COPYRIGHTS, PATENTS AND TRADEMARKS

All drawings, plans, models, designs, specifications and other documents contained in the Proposal or which are otherwise used in connection with the Services and prepared by MPE are the property of MPE and MPE reserves the copyright therein and such are not to be used on any other work without the prior written agreement and remuneration of MPE. The Client is entitled to a copy of the said documents and models for record and maintenance purposes, but only in connection with the Project for which the Services are provided.

INSURANCE

MPE carries the following basic insurance:

1. Coverage pursuant to the Workers' Compensation Act or employers' liability insurance. Such Workers' Compensation or employer's liability coverage, if any required by the law of the jurisdiction or jurisdictions within which employees of MPE are performing the Services;
2. Public liability insurance for bodily injury and property damages; and
3. Professional liability insurance which insures its legal liability for negligent acts, errors, and omissions to the extent that MPE deems to be prudent.

MPE shall cooperate if the Client wishes to obtain additional or special insurance. All costs with respect to any additional or special insurance shall be the responsibility of the Client.

STANDARD OF CARE

MPE shall provide the Services with the level of engineering care, skill and diligence ordinarily provided by the consulting engineering profession in the performance of services in respect of projects similar to the Project at the time and place that the Services are rendered. No other warranty, representation or guarantee, either express, implied or by statute, shall be included or apply to the Proposal or any contract, report, opinion, document, drawing, plan, specification or otherwise which is included as part of the Services.



LIMITATION OF MPE ENGINEERING'S LIABILITY TO CLIENT

The Client agrees the liability of, and the Client's recourse against MPE and its sub-consultants, sub-contractors, employees, agents, associates, affiliates, and representatives (in this Agreement herein called the "Related Parties") with respect to the Services however arising, whether in contract, tort or otherwise, and whether arising directly, indirectly, in whole or in part by reason of the alleged negligence of MPE Engineering or the Related Parties or any one or more of them shall be absolutely limited as follows:

- a) in the event the Client's claim is a claim for which MPE Engineering has no insurance coverage, such liability and recourse shall be absolutely limited to the lesser of:
 - i. Fifty Thousand Dollars (\$50,000.00) in Canadian funds; or
 - ii. Ten percent (10%) of the fees billed by MPE for the services that gave rise to the claim;
- b) in the case of economic loss, including without limitation loss of earnings, profits, business opportunity or otherwise, MPE and the related Parties shall have no liability whatsoever;

INDEMNITY

The client shall indemnify and hold harmless MPE and the Related Parties from and against any costs, damages, expenses, legal fees and disbursements, expert and investigative costs, claims, liabilities, actions, causes of action and any taxes thereon arising from or related to any of the following:

- a) The entrance on, passage over, and the performance of the Services by MPE and the Related Parties on the Site in the course of providing the Services;
- b) Any claim or threatened claim by any party arising from or related to the performance of the Services;
- c) Any hazardous, dangerous or toxic materials or contaminants, whether anticipated or unanticipated, and whether or not the Services were contemplated to include the discovery, release, escape, transportation, handling, analysis, study or otherwise of such materials or contaminants.

This indemnity shall apply notwithstanding the errors, omissions or negligence of MPE or the Related Parties or any one or more of them and whether the need for the indemnity should arise from contract, tort, statute, or otherwise. The Client also agrees in this indemnity to compensate MPE for any time at prevailing rates.

DEFICIENCIES IN SERVICE

The Client shall promptly report to MPE any deficiencies or suspected deficiencies in the Services, in writing, it being agreed that the failure to do so shall jeopardize MPE's ability to properly analyze the cause and take effective measures to minimize the consequences of any deficiency.

NOTIFICATION AND DISCOVERY OF HAZARDOUS MATERIALS

The Client warrants and covenants that, if now or at any time, it knows or has any reason to assume or suspect that hazardous materials or contaminants may exist at Site, it has and will so inform MPE in writing. The Client acknowledges and agrees that when hazardous materials or contaminants are known, assumed or suspected to exist at the Site, MPE is required to take appropriate precautions to protect the health and safety of its personnel and the public, to comply with the applicable laws and regulations, and to follow procedures that MPE deems prudent. The Client recognizes that hazardous materials or contaminants may be discovered or suspected on the Client's property or on property not owned by the Client, that it has a responsibility to inform the owner or occupant of any property not owned by the Client of such a discovery or suspicion, and that such a discovery, suspicion or the resulting procedures adopted by MPE in providing the Services, may result in a reduction of the property's value. The Client agrees that the discovery or suspicion of any types of hazardous materials or contaminants shall constitute a changed condition and agrees to compensate MPE for the associated additional costs based on MPE's prevailing Professional Fees, Expenses and Terms of Payment.



TERMINATION OF SERVICES

The obligation to receive or provide all or part of the Services may be cancelled by either the Client or MPE upon written notice to the other party, which cancellation shall become effective as specified in the written notice, but not earlier than 14 calendar days after the receipt of the notice. In the event the Client cancels the Services, MPE shall be entitled to complete at the Client's expense, such analyses, record, and reports as are considered necessary by MPE to place its files in order and/or to protect its professional reputation and legal liability.

ASSIGNMENT

Except as otherwise agreed in writing, no party shall be entitled to assign its interest in the Services, the Proposal and any addenda thereto.

SURVIVAL

All obligations between the parties, including any limitations upon liabilities, shall survive the completion or earlier cancellation of the Services.

SEVERABILITY

Every provision of the Proposal and all addenda thereto are intended to be severable and if any provision does not conform to the applicable law or is invalid for any reason whatsoever such non-conformity or invalidity shall not affect the validity of the remaining provisions.

PAYMENT

The Client will make payment within 30 days of the date of invoice. Interest at 1.5% per month (18% per annum) will be paid to MPE by the Client for any invoices outstanding longer than 30 days.

SUSPENSION OF SERVICES

Should an invoice remain unpaid longer than 90 days from the date of invoice, and the Client has not provided a resolution acceptable to MPE, Services provided by MPE will be suspended. In the event MPE suspends Services for lack of payment, MPE shall be entitled to complete at the Client's expense, such analyses, record, and reports as are considered necessary by MPE to place its files in order and/or to protect its professional reputation and legal liability. The client shall indemnify and hold harmless MPE and the Related Parties from and against any costs, damages, expenses, legal fees and disbursements, expert and investigative costs, claims, liabilities, actions, causes of action and any taxes thereon arising from such suspension of Services and related delays. Provision of Services by MPE will resume when the Client has provided a resolution acceptable to MPE.

Signature of Client

April 29, 2022

Date

Signature
MPE Engineering Ltd.

April 29, 2022

Date