

**Minutes of
Clay County Board of Supervisors
Regular Meeting
Thursday, February 10, 2022 at 9:00 a.m.**

BE IT REMEMBERED a regular meeting of the Clay County Board of Supervisors was held at the Clay County Courthouse, West Point, Mississippi, on Thursday, February 10, 2022 at 9:00 a.m.

PRESENT:

Lynn Horton, *Supervisor District 1*, Presiding
Luke Lummus, *Supervisor District 2*
R.B. Davis, *Supervisor District 3*
Shelton Deanes, *Supervisor, District 4*
Joe Chandler, *Supervisor District 5*

Amy G. Berry, *Clay County Chancery Clerk*
Angela Turner Ford, *Board Attorney*
Eddie Scott, *Clay County Sheriff*

County Residents

The following proceedings were had:

CALL TO ORDER/INVOCATION

The meeting was called to order by Clay County Sheriff, Eddie Scott. The welcome was given by Supervisor Horton with invocation given by one of the Courthouse Security Guards, John Avant.

ADOPTION OF AGENDA

Supervisor Deanes moved to adopt the agenda as presented.

The motion was seconded by Supervisor Lummus.

(Exhibit "A")

AMENDMENT OF AGENDA

Supervisor Lummus moved to amend the agenda as presented.

The motion was seconded by Supervisor Deanes.

THE FOLLOWING ITEMS WERE APPROVED TO BE ADDED TO THE AGENDA FOR FURTHER DISCUSSION AND CONSIDERATION BY THE BOARD:

- General Public Constituent, Mr. Hampton, to discuss with the Board contractual services his business could provide to the County
- Sheriff Eddie Scott request to meet with the Board in Executive Session as allowed under Section 25-41-7 of the *Mississippi Code of 1972* to discuss a personnel and security matter

JOHN TURNER WITH FOUR COUNTY POWER ASSOCIATION GAVE AN UPDATE TO THE BOARD AS TO THE STATUS OF INSTALLING THE FASTNET INTERNET SERVICE. ACCORDING TO MR. TURNER, FOUR COUNTY'S GOAL WAS TO HAVE THE FASTNET INTERNET SERVICE INSTALLED BY THE END OF SUMMER. HE FURTHER REPORTED THE PRAIRIE AREA INSTALLATION WOULD BE COMPLETED SOMETIME NEXT YEAR.

(Exhibit "B")

MR. B. J. HAMPTON INTRODUCED HIMSELF TO THE BOARD. HE DISCUSSED HIS EXPERIENCE IN DOING CONTRACT WORK. HE WORKED FOR YEARS FOR MR. ROBERT HARRELL WITH HARRELL CONSTRUCTION. CURRENTLY, HE IS RETIRED AND IS AN INDEPENDENT CONTRACTOR. HE DOES ANY TYPE OF SERVICE YOU NEED. HE DOES LAWN SERVICE, INSTALLATION OF CULVERTS, CUTS TREES, ETC. MR. HAMPTON LEFT HIS BUSINESS CARD FOR EACH BOARD MEMBER AND EXCUSED HIMSELF FROM THE MEETING.

RICHARD DUGGIN, EXECUTIVE DIRECTOR OF REGION VII MENTAL HEALTH, UPDATED THE BOARD AS TO THE CHANGES TAKING PLACE WITHIN THE MS DEPARTMENT OF MENTAL HEALTH. THE MS SUPREME COURT HAS MANDATED THE MS DEPARTMENT OF MENTAL HEALTH IMPLEMENT NECESSARY MEASURES FOR THE PREVENTION OF MENTAL INSTITUTIONALIZATION. ADDITIONALLY, ADDITIONAL FUNDS WERE ALLOCATED TO THE STATE OF MS TO PROVIDE ASSISTANCE TO INDIVIDUALS DIAGNOSED WITH A MENTAL ILLNESS WITH PRESCRIPTION COSTS. MR. DUGGIN REPORTED, FURTHER, THAT REGION VII FOUNDATION HAD BEEN AWARDED \$400,000 FOR IMPROVEMENTS AND EXPANSION TO THE CRISIS STABILIZATION UNIT. ONE OF THE GOALS WITH AN EXPANSION AT THE CRISIS STABILIZATION UNIT (CSU) WOULD BE TO EQUIP THE CSU WITH STAFFING AND NECESSARY EQUIPMENT NEEDED TO TREAT MORE ACUTE MENTALLY ILL PATIENTS. IN CLOSING, MR. DUGGIN REPORTED THAT COMMUNITY COUNSELING HAD A VAN WHICH WAS CONSIDERED SURPLUS PROPERTY AND OFFERED TO DONATE THE VAN TO THE COUNTY, IF THERE WAS A NEED.

Supervisor Davis moved to authorize and approve to accept the donation of Community Counseling of the 2006 Ford Van valued at \$3,000 to be given to the County to be used in any manner seen fit by the Board.

The motion was seconded by Supervisor Lummus.

(Exhibit "C")

AUTHORIZE AND APPROVE PAYMENT OF INVOICES TO CALVERT SPRADLING ENGINEERS, \$13,302.38, AND TO GLASGOW CONSTRUCTION CO INC, \$135,931.58, FOR THE ERMH MHOON VALLEY RD PROJECT

Supervisor Davis moved to authorize and approve payment of the two invoices received on the ERBR MHOON Valley Rd Project to Calvert Spradling Engineers and to Glasgow Construction Co. Inc..

The motion was seconded by Supervisor Lummus.

(Exhibit "D")

AUTHORIZE AND APPROVE PAYMENT TO H. SCOTT ROSS AND TO ANGELA TURNER FORD FOR LEGAL SERVICES PROVIDED WITH ARPA PROJECTS

Supervisor Davis moved to authorize and approve payment to H. Scott Ross and to Angela Turner Ford, for invoices received in the amount of \$2,500.00 for legal services provided on ARPA Projects.

The motion was seconded by Supervisor Lummus.

(Exhibit "E")

AUTHORIZE AND APPROVE TO TABLE THE MATTER OF LIFTING THE BAN OF NOT RENTING COUNTY OWNED BUILDING RENTALS

Supervisor Deanes moved to authorize and approve to table the matter of considering lifting the ban of not renting County Owned Buildings.

The motion was seconded by Supervisor Lummus.

AT THIS TIME, THE MONTHLY DEPARTMENTAL REPORTS WERE PRESENTED BY: BETH CUMMINGS, THE DIRECTOR FOR THE CLAY COUNTY DHS OFFICE, TREVA HODGE, I/T MANAGER AND PERSONNEL DIRECTOR, AND AMY BERRY, CHANCERY CLERK.

BETH CUMMINGS, DIRECTOR OF THE CLAY COUNTY DHS OFFICE, REQUESTED AUTHORITY TO TRANSFER THE DHS OFFICE CURRENT PHONE NUMBERS TO AT & T DUE TO THE DHS OFFICE GETTING A NEW PHONE SYSTEM

Supervisor Lummus moved to authorize and approve to transfer the DHS Phone numbers to AT & T due to the DHS office getting a new phone system facilitated through AT & T.

The motion was seconded by Supervisor Deanes.

(Exhibit "F")

AUTHORIZE AND APPROVE OF THE MONTHLY DEPARTMENTAL REPORTS AS PRESENTED IN PERSON AND SUBMITTED IN WRITING

Supervisor Deanes moved to authorize and approve of the Monthly Departmental Reports as presented in person and submitted in writing.

The motion was seconded by Supervisor Davis.

(Exhibit "G")

AUTHORIZE AND APPROVE TO SUSPEND BUILDING RENTALS ON ALL COUNTY OWNED BUILDINGS FOR ANOTHER 30 DAYS

Upon the recommendation of the EMA Director, Torrey Williams and the fact over the course of the past 14 days, there have been 350 new cases of COVID, Supervisor Deanes move to authorize and approve to suspend building rentals on all County owned buildings for another 30 days.

The motion was seconded by Supervisor Chandler.

AUTHORIZE AND APPROVE TO GO INTO CLOSED SESSION

Supervisor Davis moved to authorize and approve to go into closed session.

The motion was seconded by Supervisor Chandler.

AUTHORIZE AND APPROVE TO GO FROM CLOSED SESSION TO EXECUTIVE SESSION TO DISCUSS A PERSONNEL MATTER AND POTENTIAL LITIGATION MATTER, PERSONNEL MATTER, AND SECURITY MATTER, ALL AS ALLOWED UNDER SECTION 25-41-7 OF *THE MISSISSIPPI CODE*

Supervisor Lummus moved to go from Closed Session to Executive Session to discuss a Personnel Matter, Potential Litigation matter, and Security Matter all as allowed under Section 25-41-7, of *the Mississippi Code of 1972*.

The motion was seconded by Supervisor Davis.

AUTHORIZE AND APPROVE TO COME OUT OF EXECUTIVE SESSION

Supervisor Deanes moved to authorize and approve to come out of executive session.

The motion was seconded by Supervisor Davis.

AUTHORIZE AND APPROVE TO ACCEPT THE DONATION OF NEAL COKER TO THE SEIZED DRUG FUND TO PURCHASE K-9 SUPPLIES AND NECESSARY EQUIPMENT NEEDED FOR SNIPER SHOOTER

Supervisor Lummus moved to authorize and approve to accept the donation of \$22,000 from Neal Coker to the Seized Drug Fund to be used to purchase K-9 Supplies and Sniper Shooter Equipment.

The motion was seconded by Supervisor Davis.

(Exhibit "H")

AUTHORIZE AND APPROVE DEPUTY SHERIFF, STEPHEN YOUNG, TO SERVE AS THE SNIPER SHOOTER AND TO PURCHASE THE NECESSARY EQUIPMENT NEEDED FOR HIM TO SERVE IN THIS CAPACITY

Supervisor Lummus moved to authorize and approve of Deputy Sheriff, Stephen Young, to serve as the Sniper Shooter and to purchase from the Seized Drug Fund the necessary equipment needed for him to serve in this capacity.

The motion as seconded Supervisor Deanes.

(Exhibit "I")

AUTHORIZE AND APPROVE TO SEND SHERIFF DEPUTY STEPHEN YOUNG TO THE COLUMBIA LAW ENFORCEMENT TRAINING ACADEMY FOR SNIPER TRAINING

Supervisor Lummus moved to authorize and approve for Sheriff Deputy Stephen Young to travel to Columbia Law Enforcement Training Academy for Sniper Training.

The motion was seconded by Supervisor Chandler.

(Exhibit "J")

AUTHORIZE AND APPROVE OF THE AGREEMENT BETWEEN OWNER AND ARCHITECT FOR SERVICES TO BE PROVIDED BY PRYOR MORROW ARCHITECTURAL FIRM FOR RENOVATING THE COURT HOUSE AS LOCATED ON 365 COURT STREET

Supervisor Deanes moved to authorize and approve of the Agreement Between Owner and Architect for services to be provided by Pryor Morrow Architectural Firm for Renovating the Court House as located on 365 Court Street.

The motion was seconded by Supervisor Lummus.

(Exhibit "K")

AUTHORIZE AND APPROVE TO NOT PAY THE CLAIM OF WARE FARMS FOR FENCE DAMAGES ALLEDGED TO BE DONE BY CLAY COUNTY DISTRICT 4

It appears to this Board Ware Farms submitted an invoice to the County for fence damages supposedly done by the County Beat 4. After an investigation conducted by the Clay County Sheriff's Department and by Travelers Insurance Company, the general consensus was that the County was not responsible for the damages done to the fence of Ware Farms

Supervisor Deanes moved to authorize and approved not to pay the claim of Ware Farms in the amount of \$617.00 for fence damages supposedly done by Clay County District 4.

The motion was seconded by Supervisor Lummus.

(Exhibit "L")

AUTHORIZE AND APPROVE THE SPECS FOR THE PURCHASE OF A 2022 HYDRAULIC EXCAVATOR WITH BOOM AND STICK AND TO ADVERTISE FOR BIDS FOR THE PURCHASE OF THE CRANE PENDING ADVISE OF LEGAL COUNCIL.

Supervisor Lummus moved to authorize and approve the specs for the purchase of a 2022 Hydraulic Excavator with Boom Stick and to advertise to take sealed bids for the purchase of the said crane pending advise of legal counsel.

The motion was seconded by Supervisor Deanes.

RECESS

Supervisor Lummus moved to authorize and approve to recess until Thursday, February 24, 2022, at 9:00 a.m. at the Clay County Courthouse.

The motion was seconded by Supervisor Deanes.

ALL MOTIONS CARRIED UNANIMOUSLY UNLESS OTHERWISE INDICATED

SO ORDERED, this the _____ day of _____, 2022.



LYNN HORTON, PRESIDENT

ATTEST:

AMY G. BERRY, CHANCERY CLERK
CLERK OF THE BOARD
CLAY COUNTY, MISSISSIPPI

EXHIBIT A



**Clay County Board of Supervisors
Agenda for Meeting
Thursday, February 10, 2022, at 9:00 a.m.**

- Call to Order
- Welcome and prayer
- Adopt and Amend Agenda
- John Turner, *Four County Power Association*
 - Update on FASTNET Internet Service
- Richard Duggin, *Executive Director Region VII Mental Health (Community Counseling Services)*
 - Mental Health update
- Amy Berry, *Chancery Clerk*
 - Authorize and approve payment for two invoices for the ERBR MHoon Valley Rd Project
 - Calvert Spradling Engineers, \$13,302.38
 - Glasgow Construction Co Inc, \$135,931.58
 - Authorize and approve payment to H. Scott Ross and Angela Turner from the ARPA Fund for Consulting/Legal Services *M-3 S-2*
 - Consider Rental of County owned Buildings *Table M-4 S2*
- Monthly Departmental Reports
- Reminder that **Monday, February 21, 2022** all County offices will be closed in observance of President's Day
- Request to go into Executive Session to discuss a personnel matter and potential litigation as allowed under Section 25-41-7 of the *Mississippi Code of 1972*
- Recess until Thursday, February 24, 2022 at 9:00 a.m. at the Clay County Courthouse

Amendments:

Mr. Hampton -
Shafft, wee sess re personnel matter and be Mark

EXHIBIT B

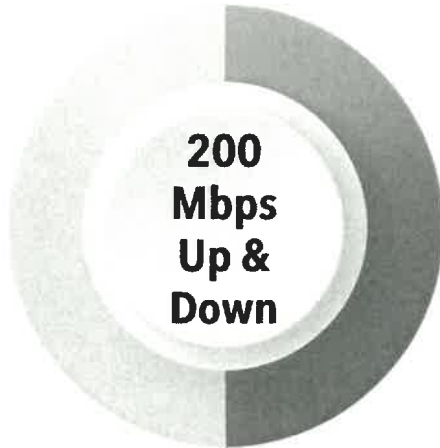


Powered by
4-County Electric Power Association

People you trust bringing you the speed you need.

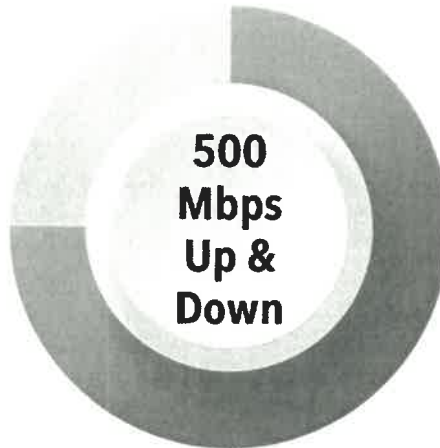
• **NO DATA CAPS** • **NO CONTRACTS** • **NO HASSLE**

FAST 200



- Supports multiple devices
- Streams HD to multiple devices
- Downloads quickly
- Speeds up to 200 Mbps

FAST 500



- Supports 10+ devices
- Great for online gaming
- Transfers large files quickly
- Speeds up to 500 Mbps

FAST GIG



- Unlimited devices
- No lagging or buffering
- All the speed you could need
- Speeds up to 1G

***\$55**

Includes Wi-Fi ready router

***\$65**

Includes Wi-Fi ready router

*Includes incentives for e-bill and bank draft sign-up

***\$80**

Includes Wi-Fi ready router

Life is hard enough these days without
having to worry about your Internet service.
That's why you need **FASTnet!**

FASTnet reserves the right to charge construction costs and/or implement a long-term agreement when needed.

Get started today!

To sign up or get more information, call 1-800-431-1544 • www.4cfastnet.com



FASTnet is not just broadband. We've got telephone service for your home as well!

- KEEP YOUR EXISTING PHONE NUMBER
- UNLIMITED NATIONWIDE CALLING*
- FEATURES INCLUDING CALLER ID, CALL FORWARDING AND MORE
- CRYSTAL CLEAR CALLS

ONE PRICE. SO MANY GREAT FEATURES.

\$25/MO

Call us at 1-800-431-1544 to get started today.

*SOME RESTRICTIONS DO APPLY



Affordable Connectivity Program

Helping Households Connect

The Affordable Connectivity Program is an FCC program that helps connect families and households struggling to afford internet service.

The Affordable Connectivity Program provides:

- Up to \$30/month discount for broadband service;

The Affordable Connectivity Program is limited to one monthly service discount per household.

Who is Eligible?

A household is eligible if a member of the household meets at least one of the criteria below:

- Has an income that is at or below 200% of the Federal Poverty Guidelines;
- Participates in certain assistance programs, such as SNAP, Medicaid, Federal Public Housing Assistance, SSI, WIC, or Lifeline;
- Participates in one of several Tribal specific programs, such as Bureau of Indian Affairs General Assistance, Tribal Head Start (only households meeting the relevant income qualifying standard), Tribal TANF, or Food Distribution Program on Indian Reservations;
- Is approved to receive benefits under the free and reduced-price school lunch program or the school breakfast program, including through the USDA Community Eligibility Provision;
- Received a Federal Pell Grant during the current award year; or
- Meets the eligibility criteria for a participating broadband provider's existing low-income program.

Check out www.fcc.gov/ACP for a **Consumer FAQ** and other program resources.

Two-Steps to Enroll

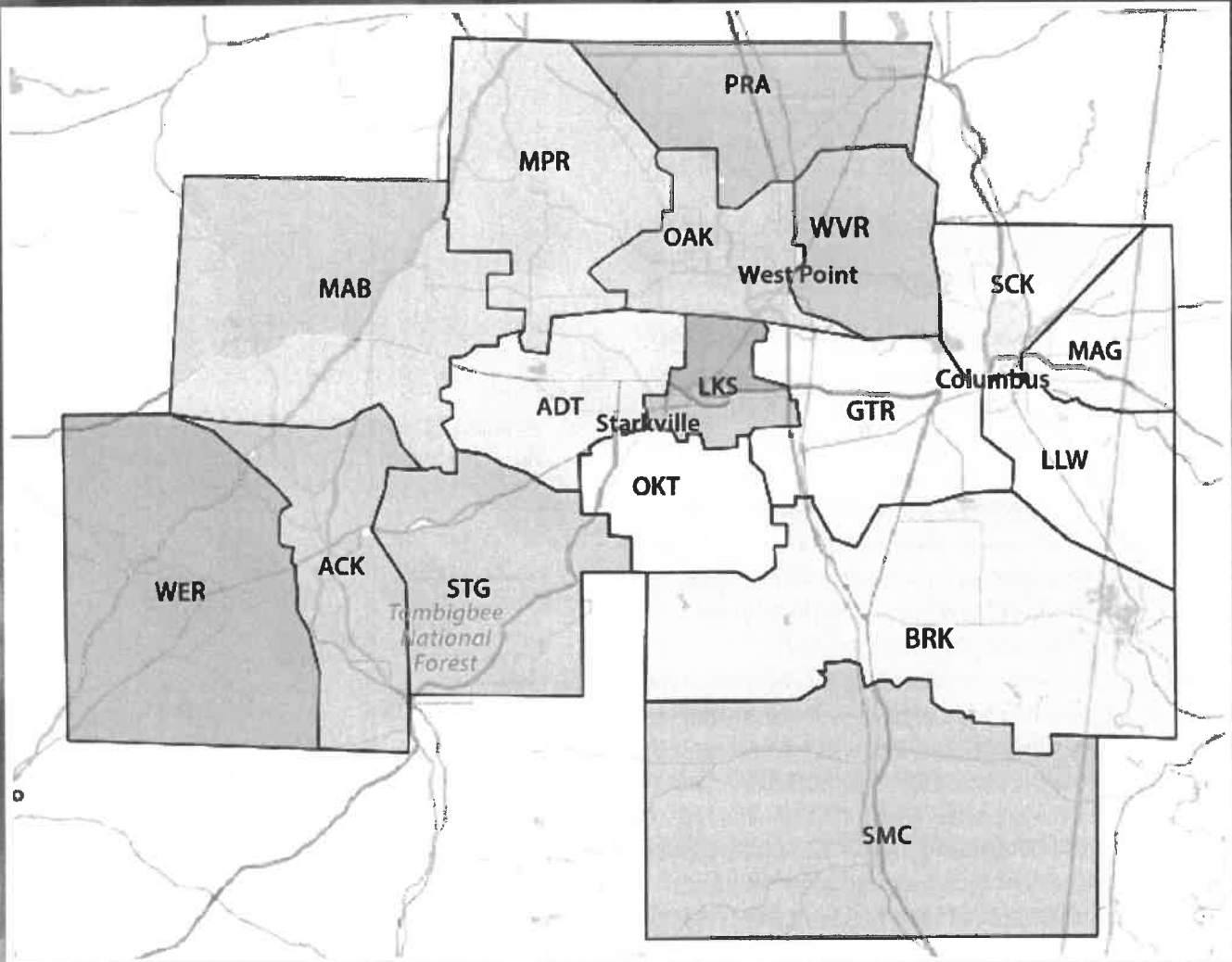
1. Go to ACPSBenefit.org to submit an application or print out a mail-in application; and
2. Contact your preferred participating provider to select a plan and have the discount applied to your bill.

Some providers may have an alternative application that they will ask you to complete.

Eligible households must **both apply for the program and contact a participating provider to select a service plan.**

Call 877-384-2575

or find more information about the Affordable Connectivity Program at fcc.gov/ACP



FASTnet construction schedule*

Phase	Begin Date
Lone Oak (OAK)	Spring 2021
Montpelier (MPR)	Late Spring 2021
Maben (MAB)	Summer 2021
Brooksville (BRK)	Fall 2021
Adaton (ADT)	Late Fall 2021

Phase	Begin Date
Oktoc (OKT)	Early 2022
Golden Triangle (GTR)	Summer 2022
Lake Lowndes (LLW)	Fall 2022
Magbee (MAG)	Fall 2022
Stinson Creek (SCK)	Late 2022

Phase	Begin Date
Waverly (WVR)	Early 2023
Lakeside (LKS)	Spring 2023
Prairie (PRA)	Spring 2023
South Macon (SMC)	Fall 2023
Sturgis (STG)	Fall 2023
Ackerman (ACK)	Late 2023

Phase	Begin Date
Weir (WER)	Early 2024



*Schedule subject to change

THE FIBER BUILDOUT

Since we started our broadband efforts in fall 2020 with our CARES Act pilot projects, FASTnet has been working to build out to our members as quickly as possible. In a year, we've created a fiber internet service from scratch, with nearly 7 million feet of fiber hung and 1650 plus customers in some of our most underserved areas. We will continue our aggressive buildout with a plan to have construction complete by 2024.

The plan as it stands is to finish construction in the areas where we started with our pilot programs and then complete a fiber ring around the service territory for communication to our substations and for service redundancy. Once the ring is complete, we will finish the project by building the final phases. This plan is a little different than what we would have done had we not gotten funding for our pilot programs, but the general outline is the same — completing a central ring of substations and then building out from there.

In this plan we have tried to balance system needs, finances and member concerns. The plan is fluid to a certain extent. There may be circumstances that cause a change in the timeline and as with any construction project, especially one of this size, there could be delays.

We have been very satisfied with progress to date and our goal continues to be to provide fast, reliable and affordable high-speed internet to every member that wants it as soon as possible.

The schedule, information on our progress, service applications and more can be found on the FASTnet website at www.4cfastnet.com. We will also be communicating with members in each area as we get close to being able to provide service.

Members can expect information in the mail, in their 4-County bills, on social media and in the local papers and news stations. FASTnet will also go into neighborhoods, hold events and even make phone calls to let members know we're coming and to schedule installation. Questions and comments can be emailed to info@4cfastnet.com.



UNDER CONSTRUCTION



EXHIBIT C

CERTIFICATE OF TITLE

Form 79-001-05-7-1-000

STATE OF MISSISSIPPI

#102

ORIGINAL

VEHICLE IDENTIFICATION NUMBER: 1FBSS31L86DB09129
 MAKE: FORD YEAR: 2006 MODEL: E35 BODY: PK TITLE NUMBER: E244926-01

TITLE DATE: 10122006
 DATE OF FIRST SALE FOR USE NEW ONLY: 09082006
 NO. CYL: 08 NEW / USED: X
 TYPE OF VEHICLE OR GVW: TRUCK
 PASS. 000

ODOMETER - TENTHS NOT INCLUDED

000015

ACTUAL MILEAGE

OWNER

COMMUNITY COUNSELING SERVICE
 P O BOX 1188
 STARKVILLE MS 39760

1ST LIENHOLDER (OR OWNER IF NO LIEN)

COMMUNITY COUNSELING SERVICE
 P O BOX 1188
 STARKVILLE MS 39760

DATE

MONTH | DAY | YEAR

2ND LIENHOLDER

DATE:

MONTH | DAY | YEAR

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DES. HOLD HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ BY _____
 (LIENHOLDER) SIGNATURE AND TITLE

THIS _____ DAY OF _____ 20 _____

2ND LIEN _____ BY _____
 (LIENHOLDER) SIGNATURE AND TITLE

THIS _____ DAY OF _____ 20 _____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS



THE 12 DAY OF OCTOBER 2006
 06284538029 01847

CONTROL NUMBER
 1369954

STATE TAX COMMISSION

Joseph L. Blount

The Mississippi State Tax Commission hereby certifies that an application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the State Tax Commission. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

VOID IF ALTERED

EXHIBIT D

Calvert-Spradling Engineers, Inc
P. O. Drawer 1078
West Point, MS 39773
662-494-7101

Clay County Board of Supervisors
P. O. Box 815
West Point, MS 39773

Invoice number 10112
Date 02/03/2022

Project 216-008 CCBS-MHOON VALLEY ROAD
ERBR-13(01)

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
01 Preliminary	47,508.50	100.00	47,508.50	47,508.50	0.00
03 Construction	95,017.00	14.00	0.00	13,302.38	13,302.38
Total	142,525.50	42.67	47,508.50	60,810.88	13,302.38

Invoice total 13,302.38

Approved by:

Robert L. Calvert
Robert L. Calvert

Board Approval
(2)

CALVERT-SPRADLING ENGINEERS, INC.
CONSULTING ENGINEERS

PERIODIC ESTIMATE FOR PARTIAL PAYMENT

AMOUNT DUE: GLASGOW CONSTRUCTION CO. INC.
521 GLASGOW LOOP
GUIN AL 35563

FOR: ERBR-13(01)
ESTIMATE NO. 1
CLAY COUNTY

CONTRACT AMT: \$ 950,170.04

% COMPLETE: 14.67

FROM: 1-18-22 TO 1-31-22
FILE: moonvalleybr.est

PAGE 1

DESCRIPTION	CONTRACT QUANTITY	ALLOWED TO DATE	UNIT	UNIT PRICE	AMOUNT
MOBILIZATION	L.S.	100.000	L.S.	37177.00	37177.00
CLEAR & GRUB	L.S.	100.000	L.S.	40400.00	40400.00
REMOVAL OF BRIDGE	1.000	1.000	UN	53000.00	53000.00
UNCL. EXC.	4555.000	0.000	CY	10.00	0.00
BORROW EXC.	2374.000	0.000	CY	18.25	0.00
CLAY GRAVEL	2062.000	0.000	CY	22.37	0.00
24" RCP	64.000	0.000	LF	65.00	0.00
30" RCP	80.000	0.000	LF	75.00	0.00
36" RCP	32.000	0.000	LF	100.00	0.00
24" FES	4.000	0.000	EA	900.00	0.00
30" FES	4.000	0.000	EA	1000.00	0.00
36" FES	2.000	0.000	EA	1800.00	0.00
ROW MARKERS	18.000	0.000	EA	350.00	0.00
MOUNT OF TRAFFIC	L.S.	14.000	L.S.	4500.00	630.00
A CONST SIGNS	0.000	0.000	SF	10.00	0.00
C ECT MARKERS	4.000	0.000	EA	400.00	0.00
AGR LIMESTONE	2.420	0.000	TON	450.00	0.00
COMM FERTILIZER	1.820	0.000	TON	950.00	0.00
AMM NITRATE	1.210	0.000	TON	1000.00	0.00
SEEDING	2.420	0.000	AC	1500.00	0.00
MULCH	4.840	0.000	TON	850.00	0.00
SOLID SODDING	50.000	0.000	SY	10.00	0.00
SILT FENCE	2000.000	242.000	LF	5.00	1210.00
WATTLES 20"	120.000	0.000	LF	10.00	0.00
LOOSE RIPRAP	50.000	0.000	TON	55.00	0.00
TEST PILE	2.000	2.000	EA	3500.00	7000.00
LOAD TEST	0.000	0.000	EA	4000.00	0.00
10" STEEL PILING	870.000	0.000	LF	70.00	0.00
12" PILE HOLES	608.000	0.000	LF	20.00	0.00
BRIDGE CONCRETE	5.190	0.000	CY	2000.00	0.00
REINFORCEMENT	24.000	0.000	LB	10.00	0.00
40' SLAB INT.	30.000	0.000	EA	8632.00	0.00
40' SLAB EXT.	10.000	0.000	EA	9116.00	0.00

ESTIMATE NO. 1
CONTRACTOR: GLASGOW CONSTRUCTION CO.INC.
PROJECT: ERBR-13(01)

PAGE 2

DESCRIPTION	CONTRACT QUANTITY	ALLOWED TO DATE	UNIT	UNIT PRICE	AMOUNT
BARRIER RAIL	400.000	0.000	LF	193.00	0.00
31.17' INT. CAP	4.000	0.000	EA	7545.50	0.00
31.17' END CAP	2.000	0.000	EA	6247.00	0.00
9.17' WINGS	4.000	0.000	EA	2000.00	0.00
LOOSE RIPRAP	606.000	0.000	TON	45.00	0.00
GEOT.FABRIC	10105.000	0.000	SY	2.52	0.00

This Estimate Certified Correct:

Robert L Calvert
CALVERT-SPRADLING ENGRS., INC.

TOTAL AMT INST TO DATE	139417.00
LESS 2.5 % RETAINAGE	3485.42
TOTAL AMT DUE TO DATE	135931.58
LESS PREV PAYMENTS	0.00
AMT DUE THIS ESTIMATE	135931.58

EXHIBIT E

Angela Turner Ford
Turner Law Offices, P.L.L.C.
P.O. Drawer 1500
West Point, MS 39773
Phone (662) 494-6611 Email:
angela@bturnerlaw.com

INVOICE NO. 01152022

JANUARY 31, 2022

BILL TO

INSTRUCTIONS

**Clay County Board of Supervisors
C/O Hon. Amy Berry
P.O. Box 815
West Point, MS 39773**

[illegible]

Thank you for your business!

ROSS & KELLEY, PLLC

Attorneys At Law

H. Scott Ross
J. Brian Kelley

639 Commerce Street
P.O. Box 332
West Point, MS 39773
Phone: (662) 494-2593
Facsimile: (662) 494-2562

110 Highway 82 E
Starkville, MS 39759
Phone: (662) 324-3476
Facsimile: (662) 796-3021

January 24, 2022

INVOICE NO. RK-JAN-24

CLAY COUNTY MISSISSIPPI
ATTN: AMY BERRY
P.O. BOX 815
365 COURT STREET
WEST POINT, MS 39773

RE: ARPA Consulting – Scott Ross

INVOICE

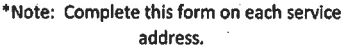
date	description	cost
12/15/2021 – 01/15/2022	ARPA Consulting	\$2,500.00

TOTAL DUE: \$2,500.00

PAYABLE UPON RECEIPT
Please Make Check Payable To:
Ross & Kelley, PLLC

For proper credit please include invoice number on check. This invoice is for the items listed only, any additional services needed and/or required will be billed separately.

EXHIBIT F



LETTER OF AUTHORIZATION

SECTION A

Business Name:	MDHS-CLAY COUNTY
Contact Person:	Lori Rutland
Billing Address:	3771 Eastwood Dr., Jackson, Ms. 39211

Contact Telephone: 601 432-8107
Physical Address (if different):
 266 WASHINGTON ST, WEST POINT, MS 39773

SECTION B

Letter of Authorization for Customer Service Record (CSR)

View Customer Service Records of Current Local Service Provider

Initials) AK I authorize Telepak Networks, Inc. to obtain my Customer Service Records from my current local service provider.
My current provider, AT&T is authorized to provide Telepak Networks, Inc. with my
customer service records for the main billing number and all associated numbers listed in Section D. This authorization shall become effective for
sixty (60) days unless the Customer indicates in writing the authorization is no longer valid.

SECTION C

Letter of Agency

By signing below I hereby request a change in my telephone service provider and/or my long distance provider. I authorize a change of my local landline (wireline) and/or long distance service to Telepak Networks, Inc.

Authorizes a Change in Telephone Services Provider as Indicated

(Initials)  I authorize Telepak Networks, Inc. as the provider of my local exchange telephone service for the numbers listed in Section D.
 (Initials)  I authorize Telepak Networks, Inc. as the primary long distance provider for IntraLATA calls for the numbers listed in Section D.
 (Initials)  I authorize Telepak Networks, Inc. as the primary long distance provider for InterLATA calls for the numbers listed in Section D.
 (Initials)  I understand there may be a charge for changing carriers.

SECTION D

Phone Numbers

List of Telephone Numbers to be changed from current provider to Telepak Networks, Inc.

[illegible]

SECTION E

Authorizations

AUTHORIZED SIGNATURE

PRINT NAME _____

DATE _____

MAIN BILLING TELEPHONE NUMBER**ACCOUNT NUMBER**

SSN/TaxID#

C Spire™ and C Spire Business Solutions™ are trademarks owned by Cellular South, Inc. Cellular South, Inc. and its affiliates provide products and services under the C Spire™ and C Spire Business Solutions™ brands. Affiliates include Telepak Networks, Inc., Callis Communications, Inc. and C Spire Advanced Data Solutions.

EXHIBIT G



FOR IMMEDIATE RELEASE:

Contact: The Mississippi Department of Human Services, Office of Communications
Mark Jones, (769) 209-5552, mark.jones@mdhs.ms.gov OR
Vanessa C. Lowe, (601) 359-4183, vanessa.lowe@mdhs.ms.gov

Water Bill Assistance Program Benefits Mississippi Families

(Jackson, Miss.) – Thousands of Mississippians won't have to worry about providing water to their families through a new program from the Mississippi Department of Human Services.

The Low-Income Household Water Assistance Program (LIHWAP) has received \$13 million in American Rescue Plan Act (ARPA) funds to help income-eligible residents maintain access to drinking water and wastewater services through the end of September 2023. This important resource provides financial assistance to eligible households in managing costs associated with:

- Water bills
- Wastewater/sewer bills
- Stormwater fees
- Groundwater fees
- Reconnection fees
- Late fees
- Lien removal fees (water-related)

LIHWAP is available for individuals and families who need assistance paying a current bill, have past-due water bills, had their service terminated, or received a notice indicating that their service will be terminated in the next 60 days. Households can receive the LIHWAP grants for both drinking water and wastewater services. The funding is issued directly to the utility providers to support families who meet income requirements.

Mississippi residents who qualify for LIHEAP Low Income Home Energy Assistance Program will also be eligible for LIHWAP Low Income Household Water Assistance Program. Applicant's household income must be at or below 60% of the state median income to qualify for these programs.

The Mississippi Department of Human Services works to serve aging and low-income populations with their utility assistance throughout the year through local Community Action Agencies.

"Access to clean drinking water and wastewater services are critical to a family's daily needs," said Robert G. (Bob) Anderson, Executive Director of the Mississippi Department of Human Services. "Many of our vulnerable Mississippians, especially the elderly, disabled, and families with small children, have difficulty paying their water bills. Our hope is to provide tangible help with today's water bill to provide a lasting hope for tomorrow."

Applicants may access eligibility through their local Community Action Agency or submit a Pre-Application through the Common Web Portal. This program is available nationwide, but services and funds are for residents of Mississippi only. There is no cap on the number of times a recipient may utilize the program. If eligible, families can be served more than once. The Community Services Division and the Community Action Agencies have created a benefits matrix to determine the amount they can receive during the year. Case by case basis. Complete application to determine the amount, frequency, and other eligibility issues.

Applicants must be at least 18 years of age or an emancipated minor. Individuals without access to a computer may call the Community Action Agency (CAA) or Human Resource Agency (HRA) in their area. To find the agency nearest you, please visit <https://www.mdhs.ms.gov/community-services/>.

The dedicated staff of the Mississippi Department of Human Services is here to refer families for this assistance.

For more information and to apply for the Low-Income Home Energy Assistance Program, visit <https://www.mdhs.ms.gov/community-services/>.

###

"Offering Mississippians young and old tangible help today to create a lasting hope for tomorrow."

Low-Income Household Water Assistance Program (LIHWAP) FAQ

What is the LIHWAP Low Income Household Water Assistance Program?

In response to the Coronavirus pandemic that has affected the United States and caused a tremendous financial burden on many American households, the U.S. Department of Health and Human Services (DHHS) through the Consolidated Appropriations Act and the American Rescue Plan Act has awarded LIHWAP funding to states to provide assistance to eligible households to relieve their burden of water/wastewater costs to ensure families have adequate water.

What services can be paid on behalf of eligible households?

Water bills

Wastewater/sewer bills

Stormwater fees

Groundwater fees

Reconnection fees

Late fees

Lien removal fees (water-related)

Who is eligible for LIHWAP Low Income Household Water Assistance Program?

If you and your family qualify for LIHEAP Low Income Home Energy Assistance Program, you will also be eligible for LIHWAP Low Income Household Water Assistance Program. Your household income must be at or below 200% of the federal poverty guidelines to qualify for these programs.

LIHWAP Household Priority Groups

There are three (3) priority groups for this program:

1. Households with disconnected water services;
2. Households with pending disconnections of water services (disconnect notice); and
3. Households needing assistance with current water bills (no disconnect notice).

Even if you have not received government assistance to pay your bills before, it is important to note that you may still be eligible for this program.

How do I get help from LIHWAP Low Income Household Water Assistance Program?

Individuals interested in applying for the LIHWAP should contact their local community action agency/human resource agency for an appointment. Items needed to determine eligibility: Proof of income, photo ID for household members over 18, Social Security numbers for all household members, and water bill (must be in the name of the applicant or spouse)

What is the maximum amount a family may receive for LIHWAP assistance?

Lowest income Mississippians can receive up to \$1500. Dependent on household size and income. People with bills in arrears, can receive the entire past due amount.

How much money did the state receive for this program?

\$13 million to run through September 2013.

Is the program a one-time program or are there plans to continue the program in subsequent years?

ARPA. Program will end September of 2023

How many times per year may a family or individual receive assistance?

No cap on number of times a recipient may utilize the program. If eligible, families can be served more than once. The Community Services Division and the Community Action Agencies have created a benefits matrix to determine the amount they can receive during the year. Case by case basis. Complete application to determine amount, frequency and other eligibility issues.

LIHWAP

MDHS

MISSISSIPPI DEPARTMENT OF HUMAN SERVICES

www.mdhs.ms.gov
800.421.0762

DO YOU NEED HELP WITH YOUR WATER BILL?

LIHWAP is available for individuals and families who need assistance paying a current bill, have past-due water bills, had their service terminated, or received a notice indicating that their service will be terminated in the next 60 days. Households can receive the LIHWAP grants for both drinking water and for wastewater services. The funding is issued directly to the utility providers in support of families who meet income requirements.

LIHWAP provides financial assistance to eligible households in managing costs associated with:

- Water bills
- Wastewater/sewer bills
- Stormwater fees
- Groundwater fees
- Reconnection fees
- Late fees
- Lien removal fees (water-related)

Who is eligible for LIHWAP?

Mississippi residents who qualify for LIHEAP Low Income Home Energy Assistance Program, will also be eligible for LIHWAP Low Income Household Water Assistance Program. Applicants' household income must be at or below 60% of the state median income to qualify for these programs.

How do I apply?

Visit www.access.ms.gov and select "Apply Here" to start application process for Energy Assistance, call 800-421-0762, or visit your local Community Action Agency.



Scan here for quick access to the application.

DATA PROCESSING MONTHLY REPORT TO BOS FOR NOVEMBER, 2021
Presented February 10, 2022

11/1/2021

- Verified backup of AS400 data

11/2/2021

- Verified backup of AS400 data
- Assist with ordering UPS for tax office
- Assisted w/JC projects
- Discussed w/Amy Land Redemption for website

11/3/2021

- Verified backup of AS400 data
- Updated signage at complex

11/4/2021

- Verified backup of AS400 data
- Installed Maggie's new computer
- Worked on ordering issues with grant equipment

11/5/2021

- Verified backup of AS400 data

11/8/2021

- Verified backup of AS400 data
- Fixed browser issue with Delta on Amy's computer
- Worked on finding replacements for out of stock grant items

11/9/2021

- Verified backup of AS400 data
- Worked on setup of grant equipment

11/10/2021

- Verified backup of AS400 data
- Assist with JC projects
- Assist CASA tech
- Worked on grant equipment

11/12/2021

- Verified backup of AS400 data

11/15/2021

- Verified backup of AS400 data
- Worked on grant equipment

11/16/2021

- Verified backup of AS400 data
- Assist with JC projects
- Worked w/Delta on connecting to new firewall

11/17/2021

- Verified backup of AS400 data
- Network changes for CCSO cameras
- Worked on grant equipment

11/18/2021

- Verified backup of AS400 data
- Assisted JB with quote

11/19/2021

- Verified backup of AS400 data
- Grant items shipping issues

11/22/2021

- Verified backup of AS400 data
- Worked on grant equipment

11/23/2021

- Verified backup of AS400 data
- Assist Susan w/email issue
- Reported phishing incident to CCSO

11/24/2021

- Verified backup of AS400 data
- Worked on grant equipment

11/29/2021

- Verified backup of AS400 data
- Worked on grant equipment & paperwork

11/30/2021

- Verified backup of AS400 data
- Worked on grant equipment & paperwork

PERSONNEL MONTHLY REPORT TO BOS
FOR NOVEMBER 2021

LIST OF NEW HIRES:

<u>Department</u>	<u>Last Name</u>	<u>First Name</u>	<u>Date of Hire</u>
Sanitation	Cunningham	Joe	11/04/2021

TOTAL PAYROLL AMOUNTS BY DEPT:

See attached sheet for details

Wages-Matching per Fund-Dept by Check Date Range
CLAY COUNTY
From Check Date: 11/01/2021 To Check Date: 11/30/2021
A - All Employer Matching Records Selected

Fund/Dept	Paid Amt	Matching	Total
001100 - BOARD OF SUPERVISORS	27,718.23	13,165.15	40,883.38
001101 - CHANCERY CLERK	5,438.35	3,379.61	8,817.96
001102 - CIRCUIT CLERK	7,645.28	3,885.76	11,531.04
001105 - TAX ASSESSOR-COLLECTOR	14,888.26	7,514.68	22,402.94
001122 - PURCHASING DEPARTMENT	1,413.00	1,724.29	3,137.29
001123 - INVENTORY CLERK	2,073.11	515.76	2,588.87
001124 - RECEIVING DEPARTMENT	1,019.96	248.26	1,268.22
001151 - MAINTENANCE OF BLDGS.& GROUNDS	14,188.19	4,168.86	18,357.05
001152 - DATA PROCESSING	917.56	226.68	1,144.24
001154 - OTHER ADMINISTRATIVE DEPT	708.33	54.19	762.52
001160 - CHANCERY COURT	6,165.00	1,524.26	7,689.26
001161 - CIRCUIT COURT	.00	.00	.00
001163 - YOUTH COURT	4,737.49	1,692.93	6,430.42
001164 - 16TH CIR COURT DRUG COURT	4,041.66	1,672.66	5,714.32
001165 - LUNACY COURT	1,808.54	1,756.92	3,565.46
001166 - JUSTICE COURT	17,727.66	7,855.40	25,583.06
001167 - CORONER/MEDICAL EXAMINER	4,000.00	2,187.33	6,187.33
001169 - COUNTY ATTORNEY	3,467.67	2,249.09	5,716.76
001170 - PUBLIC DEFENDER	6,303.60	2,222.80	8,526.40
001180 - ELECTION EXPENSE	3,700.00	278.99	3,978.99
001200 - SHERIFF	79,592.88	36,155.07	115,747.95
001210 - MTC TRANSPORT OFFICER	1,876.09	802.74	2,678.83
001220 - JAIL	36,435.31	18,387.97	54,823.28
001260 - CIVIL DEFENSE / EMA	1,941.58	221.00	2,162.58
097230 - DISPATCHERS	21,085.92	10,644.28	31,730.20
104131 - LAW LIBRARY	136.22	32.03	168.25
114250 - VOLUNTEER FIRE FUND	375.09	93.97	469.06
151301 - DISTRICT 1 ROAD	1,954.80	473.37	2,428.17
152302 - DISTRICT 2 ROAD	2,612.00	270.13	2,882.13
153303 - DISTRICT 3 ROAD	3,996.86	909.41	4,906.27
154304 - DISTRICT 4 ROAD	2,471.60	608.67	3,080.27
155305 - DISTRICT 5 ROAD	4,280.80	496.06	4,776.86
161301 - DISTRICT 1 BRIDGE	3,883.44	2,215.38	6,098.82
162302 - DISTRICT 2 BRIDGE	2,400.00	2,695.97	5,095.97

Wages-Matching per Fund-Dept by Check Date Range
CLAY COUNTY
From Check Date: 11/01/2021 To Check Date: 11/30/2021
A - All Employer Matching Records Selected

Fund/Dept	Paid Amt	Matching	Total
163303 - DISTRICT 3 BRIDGE	4,311.10	2,483.75	6,794.85
164304 - DISTRICT 4 BRIDGE	2,663.84	2,224.83	4,888.67
165305 - DISTRICT 5 BRIDGE	5,583.00	2,500.69	8,083.69
400340 - SANITATION	8,109.89	2,405.89	10,515.78
	311,672.31	139,944.83	451,617.14

EXHIBIT H

ROBERT NEAL COKER
CCSO GUN RAFFLE
741 HAMLIN ROAD
WEST POINT, MS 39773

1002
85-336/653

2/1/22

Date

Pay to the order of Clay County Seized Dog Fund

\$

22,000.00

Twenty Two Thousand & 00/100

Dollars

Security feature
included.
Details on back.



The First
A NATIONAL SERVICE ASSOCIATION
24 HOUR CUSTOMER INFORMATION LINE
1-866-362-6477

For

Neal Coker

MP

⑆065303360⑆ 5300185138⑈ 001002

Main Street The First, A National Banking Association

EXHIBIT I

Gary's Pawn & Gun

5996 Hwy. 45 South

West Point, MS 39773

662-494-GARY(4279)

January 25, 2021

QUOTE:

For: CLAY COUNTY SHERIFF DEPARTMENT

Items:

Qty.	Description	Price Each	Total
1	Scope Viper PST-5256	800.00	800.00
1	Silencer omega 300 OMG-91024	772.00	772.00
1	Rings Vortex High 30mm	59.00	59.00
1	Base leupold rem700	37.00	37.00
1	Gun Bergara BRP20308MC 308	1500.00	1500.00
1	DEATH GRIP TRIPOD	155.00	155.00
1	Tax Stamp for silencer ?	205.00	205.00
		Total	3518.00

Thanks, JEREMY HATHCOCK

EXHIBIT J



Basic Law Enforcement Sniper Course (5 day)

The Columbia Law Enforcement Training Academy is hosting the Basic Law Enforcement Sniper Course on March 7th-11th, 2022. Course participants will learn the basic principles and concepts of precision scoped rifle, foundational marksmanship, and field craft skills as it applies to Law Enforcement operations. These objectives will be met over five (5) days by classroom presentation and practical exercises. Course topics include the anatomy and care of the precision rifle, minutes of angle/ milliradians, ballistics, fundamentals of rifle marksmanship, developing rifle data books, low light operations, versatile and practical shooting positions. Participants will be exposed to concepts of cover and concealment, operating from and building hides in urban and woodland settings. Participants will have the opportunity to test the limitations of their skills and equipment on a 700 yard range.

Instructors for this course includes John. John has been trained by legendary military and law enforcement snipers. He has extensive experience and training as a law enforcement sniper. John is the owner-operator of Foulkon Group Tactical. Course tuition is \$500.00. Course registration, invoicing and payments must be arranged by contacting The Columbia Law Enforcement Training Academy. (601-633-5166)

Details

Each shooter from your agency needs a copy of this document. We want you to get the most out of your experience with us. We have compiled this list of equipment for you to go by when preparing for your class. If there is something you don't have **ask John about it.**(don't run out and buy something until we talk about it)

Required Materials

- Scoped rifle capable of consistent groups. Scope adjustments will be made frequently throughout the range portion. We have demo rifles available for rent IF you arrange it in advance.
- Rifle Bi-pod (LOW PROFILE recommended).
- A gear bag to use as a rest. A back pack stuffed with a parka will work for some people.
- Rifle Strap. A strap is not just a way to carry your rifle. It is used as a stabilization tool. Big box discount stores sell excellent nylon adjustable straps.
- Hearing and eye protection
- At least **300 rounds of quality ammunition for rifle and 50 rounds of practice ammunition for duty sidearm.** (If you are using reloaded or hand loaded ammo we must know)
- Appropriate clothing. We are lying on the ground in a field while shooting during class. Rain gear may be needed. **Camo gear will be used.**
- Large (Fat) sharpie type marker, pen and **pocket size notebook.**
- Shooting mat or some type of ground cover (not required)
- Spotting scope (**not required**)
- Calculator (iPhone is what we use)
- Rifle cleaning equipment. Rod, bore brush, patch tips (jag), patches, solvent, oil, denatured or Isopropyl alcohol, paper towels or rags.
- a small pair of pruning shears

Come with your gear (including weapons) packed and ready for a "callout". **We will be leaving the Lincoln County Civil Defense (1069 Old Hwy 51 North, Brookhaven MS) at 0800 hrs. on March 7th 2022. Shooters need to be at this location, in the classroom, prior to 0800 hrs.** Days will start at 0800hrs. and end around 1700hrs. with one evening of night operations. If you have questions call or message John Douglas at 601-757-0025.



182 Partnership Way, Suite A

Columbia, MS 39429

(601) 633-5166

REGISTRATION FORM

PLEASE PRINT CLEAR INFORMATION

DATE: _____

PROGRAM/CLASS REGISTERING FOR: _____

DATES OF CLASS: _____

NAME: _____

DATE OF BIRTH: _____ MALE: _____ FEMALE: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CELLPHONE: () _____ OTHER NUMBER: () _____

E-MAIL ADDRESS: _____

AGENCY: _____

AGENCY HEAD: _____

AGENCY ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

EXHIBIT K



AIA Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Third day of February in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Clay County Board of Supervisors
P.O. Box 815
West Point, MS 39773

and the Architect:
(Name, legal status, address and other information)

PryorMorrow PC
P.O. Box 167 (39703)
5227 South Frontage Road
Columbus, Mississippi 39703
Telephone Number: 662-327-8990
Fax Number: 662-327-8991

for the following Project:
(Name, location and detailed description)

Clay County Courthouse Renovation and Additions
West Point, MS
PM# 2022104

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes: (1701673264)

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2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See attachment

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Renovation and additions to the Clay County Courthouse, West Point, MS

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

To be determined

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

June 1, 2022

- .2 Construction commencement date:
August 1, 2022
- .3 Substantial Completion date or dates:
September 1, 2023
- .4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

Improve efficiency and life safety

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Amy Berry, Chancery Clerk

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:
(List name, address, and other contact information.)

Chancery Clerk and Board of Supervisors

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer:
Not required
- .2 Civil Engineer:
Calvert-Spradling
- .3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Roger A. Pryor
cell: 662-386-7993
Office Number: 662-327-8990
Fax Number: 662-327-8991

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Second Moment

.2 Mechanical Engineer:

PryorMorrow PC

.3 Electrical Engineer:

PryorMorrow PC

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million (\$ 1,000,000.00) for each occurrence and Two Million (\$ 2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million (\$ 1,000,000.00) each accident, One Million (\$ 1,000,000.00) each employee, and One Million (\$ 1,000,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million (\$ 1,000,000.00) per claim and Two Million (\$ 2,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

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ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

- § 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.
- § 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.
- § 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.
- § 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.
- § 3.3 Design Development Phase Services**
- § 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.
- § 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.
- § 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.
- § 3.4 Construction Documents Phase Services**
- § 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.
- § 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.
- § 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.
- § 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.
- § 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

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§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the

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approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

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§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	Owner
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Owner
§ 4.1.1.9 Landscape design	Owner
§ 4.1.1.10 Architectural interior design	Owner
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Contractor
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Owner

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.22 Security evaluation and planning	Owner
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner’s responsibility is provided below.

(Describe in detail the Owner’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect’s Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner’s written authorization:

- 1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- 2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- 3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Weekly visits to the site by the Architect during construction
- .3 Two (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs.

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The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

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§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

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§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- ☒ [x] Arbitration pursuant to Section 8.3 of this Agreement
- ☐ [] Litigation in a court of competent jurisdiction
- ☐ [] Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively

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for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1

Stipulated Sum
(Insert amount)
- .2

Percentage Basis
(Insert percentage value)

Seven and 1/2 (7.5) % of the Cost of the Work, as calculated in accordance with Section 11.6.
- .3

Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Legal Rate

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204-2017 incorporated into this agreement.)

[] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Amy Berry, Chanery Clerk
(Printed name and title)

ARCHITECT (Signature)

Roger A. Pryor, AIA
(Printed name, title, and license number, if required)

EXHIBIT L

Ware Farms Damages on fence by County ^{pg 2}

Clay County

ATT: Sheldon Dean

Estimate:

2 12ft. gates @ \$160.00 = \$320.00

2 crossties @ 15.00 = 30.00

1 Roll wire @ \$65.00 65.00

1 Lb. Staples @ 2.50 2.50

Tractor and labor 200.00

Total 617.00

Contact us at 662 456 2008

Fax 662 456 3480

Email chickasawfarmsrv@aol.com

ps1

Mail to:

Ware Farms

P. O. box 675

Houston, Ms. 38851

Carolyn Ware

River Mohr

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End of Book 190