

**Minutes of  
Clay County Board of Supervisors  
Meeting Held Thursday, March 5, 2020 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, March 5, 2020.

**PRESENT:**

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

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

County Residents

The following proceedings were had:

**CALL TO ORDER/INVOCATION**

The meeting was called to order by Sheriff Eddie Scott. The welcome was given by Supervisor Lummus with invocation given by Supervisor Chandler.

**ADOPTION OF AGENDA**

Supervisor Davis moved to adopt the agenda as presented.

The motion was seconded by Supervisor Horton.

(Exhibit "A")

**AMENDMENT OF AGENDA**

Supervisor Horton moved to amend the agenda.

The motion was seconded by Supervisor Davis.

**AMENDMENTS ANNOUNCED**

Supervisor Horton moved to amend the agenda for the following items:

- Authorize the issuance of bonds for District Three (3)
- Authority the transfer of funds

**AUTHORIZE THE SUBMISSION OF UNITED STATES RURAL DEVELOPMENT  
AUTHORITY GRANT APPLICATIONS FOR DISTRICTS 3 AND 4**

Districts Three (3) and Four (4) are in need of equipment to be purchased with United States Rural Development Grant Monies. Supervisor Davis moved to authorize and approve of the Resolution authorizing the Golden Triangle Regional Development District to submit and prepare USDA Grant applications for District 3 to purchase a backhoe and for District 4 to purchase a tractor.

The motion was seconded by Supervisor Deanes.

(Exhibit "B")

**AUTHORIZE TO ADVERTISE FOR PUBLIC HEARING FOR SAID PURCHASE OF  
EQUIPMENT THROUGH USDA GRANT PROGRAM**

Supervisor Deanes moved to authorize to advertise for public hearing on the equipment purchases through the USDA Grant program as stated above.

The motion was seconded by Supervisor Horton.

(Exhibit "C")

**AUTHORIZE AND APPROVE TO ENGAGE WITH CALVERT SPRADLING ENGINEERS  
FOR PROFESSIONAL SERVICES FOR THE WEST CHURCH HILL ROAD PROJECT**

Supervisor Deanes moved to enter into a professional services agreement with Calvert-Spradling Engineers, Inc. regarding the West Church Hill Road Project

The motion was seconded by Supervisor Davis.

(Exhibit "D")

**AUTHORIZE TO SPREAD ON THE MINUTES THE ENVIRONMENTAL CLEARANCE  
REPORT ON THE WEST CHURCH HILL ROAD PROJECT**

Supervisor Deanes authorized to spread on the minutes the environmental clearance report for the West Church Hill Road Project.

The motion was seconded by Supervisor Davis.

(Exhibit "E")

MISSY YOUNGER, CONGRESSMAN TRENT KELLEY'S FIELD REPRESENTATIVE  
Missy Younger, Field Representative for Congressman Trent Kelley, appeared before the Board to introduce herself, give contact information, and office hours.

No Action taken by the Board.

ANGELA TURNER FORD, ATTORNEY FOR THE BOARD

Supervisor Horton moved for authority for the President of the Clay County Board of Supervisors to execute the Agreement with Waterproofing Systems, Inc. regarding work at the Court Complex as located on 20689 West Main Street.

The motion was seconded by Supervisor Chandler.

(Exhibit "F")

APPROVAL OF TRAVEL FOR TRAINING

Supervisor Horton moved to authorize and approve travel of Deborah Myers, Youth Court Administrator, to attend Court Administrator Conference in Biloxi, Mississippi on April 22-24, 2020.

The motion was seconded by Supervisor Chandler.

(Exhibit "G")

Supervisor Horton moved to authorize and approve travel of Lewis Stafford, Clay County Constable, and Sherman Ivy, Clay County Constable, to attend Mississippi Constables Association MCA 2020 Convention and Training Seminar in Gulfport, Mississippi on June 1-6, 2020.

The motion was seconded by Supervisor Chandler.

(Exhibit "H")

PAYMENT OF CALVERT-SPRADLING ENGINEERS, INC. AND TANNER  
CONSTRUCTION INVOICES

Supervisor Deanes moved to pay Calvert-Spradling Engineers, Inc. invoice in the amount of \$9,316.88 and to Tanner Construction Company, Inc. in the amount of \$90,643.71 for the Cane Creek Bridge ERBR Project-STP/BR-0013(53)B.

The motion was seconded by Supervisor Davis.

(Exhibit "I")

**AUTHORIZE THE RESOLUTION OF INTENT OF DISTRICT 3 TO ISSUE ROAD BONDS FOR 2020**

Supervisor Davis moved to approve the resolution authorizing the issuance of Bonds in the amount of \$500,000 for District 3 in year 2020.

The motion was seconded by Supervisor Deanes.

(Exhibit "J")

**AUTHORIZE TO ENGAGE BUTLER SNOW LAW FIRM TO SERVE AS SPECIAL BOND COUNSEL FOR THE ISSUANCE OF DISTRICT 3 ROAD BONDS FOR YEAR 2020**

Supervisor Davis moved to authorize to engage Butler Snow Law Firm to serve as special Bond Counsel for the issuance of District 3 Road Bonds for year 2020.

The motion was seconded by Supervisor Horton.

**AUTHORIZING THE TRANSFER OF CERTAIN FUNDS**

Supervisor Davis moved to authorize the transfer of funds as follows:

- \$400,000 to fund no. 097, E911 Fund, fund no. 010, Court Complex Fund, and fund no. 010, Rail Spur Repair/ Maintenance Fund from the General Fund
- \$427,502 to fund no. 001, General County Fund from fund no.

The motion was seconded by Supervisor Chandler.

**AUTHORIZE AND APPROVE OF THE EMERGENCY DECLARATION RENEWALS**

Supervisor Deanes moved to authorize and approve of the Emergency Declarations for the emergency storms as attached.

The motion was seconded by Supervisor Chandler.

(Exhibit "K")

**AUTHORIZE THE SUBMISSION OF THE AFG APPLICATION ON BEHALF OF THE VOLUNTEER FIRE DEPARTMENTS FOR THE PURCHASE OF ADDITIONAL RADIOS**

Supervisor Deanes moved to authorize the submission of the AFG Application on behalf of the Volunteer Fire Departments for the purchase of additional MSWIN Radios.

The motion was seconded by Supervisor Horton

AUTHORIZE AND APPROVE THE MONTHLY EMA REPORT

Supervisor Deanes moved to authorize and approve to spread on the minutes the monthly EMA Report.

The motion was seconded by Supervisor Horton.

(Exhibit "L")

AUTHORIZE TO GO INTO CLOSED SESSION

Supervisor Horton moved to go into closed session

The motion was seconded by Supervisor Deanes.

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

Supervisor Horton moved to go from Closed session into Executive session.

The motion was seconded by Supervisor Deanes.

AUTHORIZE TO COME OUT OF EXECUTIVE SESSION

Supervisor Davis moved to come out of Executive Session.

The motion was seconded by Supervisor Horton.

RECESS


Supervisor Davis moved to recess until Thursday, March 26, 2020 at 9:00 a.m. at the C Clay County Courthouse.

The motion was seconded by Supervisor Horton.

All motions were carried unanimously unless otherwise indicated.

SO ORDERED, this the 5<sup>th</sup> day of March, 2020.



  
LUKE LUMMUS, PRESIDENT  
CLAY COUNTY  
BOARD OF SUPERVISORS

ATTEST:

  
AMY G. BERRY, CHANCERY CLERK  
CLERK OF THE BOARD

# EXHIBIT A



***Clay County Board of Supervisors  
Agenda for Meeting  
Thursday, March 5, 2020, at 9:00 a.m.***

- Call to Order
- Welcome and Prayer
- Adopt and Amend the Agenda
- Missy Younger, Congressmen Trent Kelly Field Representative
- Sheriff
  - Authorize and Approve Jail Meal Affidavit
- Angela Turner-Ford
  - Authority for the President to execute the Agreement with Waterproofing Systems Inc.
- Authorize Travel
  - Deputy Youth Court Clerk, Deborah Myers, to attend Court Administrator Conference in Biloxi, April 22-24, 2020
  - Constables association to attend the MCA Convention June 1-6, 2020
- Authorize and approve invoices for ERBR Cane Creek Bridge Project as certified by County Engineer
  - Calvert Spradling Engineers, \$9,316.88
  - Tanner Construction, \$90,643.71
- Request to go into Executive Session regarding Personnel Matter as allowed under Section 25-41-7 of the *Mississippi Code*
- Recessed until Thursday, March 26, 2020, at 9:00 a.m.

**Amendments:**

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# EXHIBIT B

## RESOLUTION

**Authorizing the Golden Triangle Planning and  
Development District  
to Prepare and Submit an  
United States Department of Agriculture, Rural Development Application  
for Clay County, Mississippi**

WHEREAS, Clay County, Mississippi has certain pressing Economic and Community Development needs, and

WHEREAS, the United States Department of Agriculture (USDA), Rural Development has available funds under the FY-2020 Community Facilities Program, and

WHEREAS, Clay County, Mississippi is eligible to apply for said USDA Rural Development assistance, and

WHEREAS, the Golden Triangle Planning and Development District (GTPDD) has sufficient, experienced professional staff to prepare the necessary application documents for the said USDA RD project;

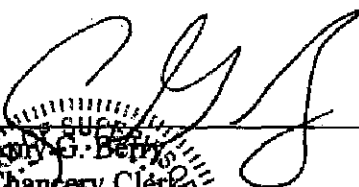
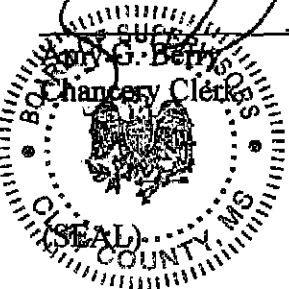
THEREFORE, BE IT RESOLVED, by the President and Board of Supervisors of Clay County:

That the Golden Triangle Planning and Development District is hereby authorized to prepare FY-2020 USDA Rural Development Community Facilities Applications on behalf of the Clay County Board of Supervisors for the following projects:

Backhoe - Equipment – District 3 (75% Grant)

That Luke Lummus in his official capacity as the President of Clay County is hereby authorized to sign all necessary documents, including Grant Agreements with the funding agency, upon approval of said application by the USDA Rural Development.

SO ORDERED THIS THE 5<sup>th</sup> day of March 2020, by the President and Board of Supervisors of Clay County, Mississippi in a Regularly Scheduled Meeting.

  
\_\_\_\_\_  
Amy G. Berry  
Chancery Clerk  


  
\_\_\_\_\_  
Luke Lummus  
President

## RESOLUTION

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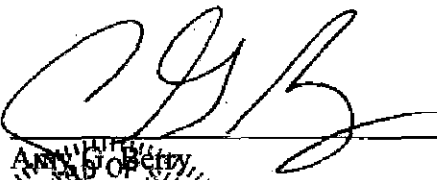
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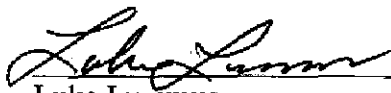
Tractor - Equipment – District 4 (75% Grant)

That Luke Lummus in his official capacity as the President of Clay County is hereby authorized to sign all necessary documents, including Grant Agreements with the funding agency, upon approval of said application by the USDA Rural Development.

SO ORDERED THIS THE 5<sup>th</sup> day of March 2020, by the President and Board of Supervisors of Clay County, Mississippi in a Regularly Scheduled Meeting.

  
\_\_\_\_\_  
Amy S. Perry  
Clay County Clerk



  
\_\_\_\_\_  
Luke Lummus  
President

# EXHIBIT C

## NOTIFICATION OF PUBLIC MEETING

Clay County, is applying to the United States Department of Agriculture Rural Development for funds to purchase a Backhoe for Supervisor District 1, a Backhoe for Supervisor District 3 and a Tractor for Supervisor District 4. More specific details regarding these project applications will be provided at a public hearing that will be held on March \_\_, 2020 at 9:00 a.m. in the Clay County Courthouse, Board of Supervisors Meeting Room, to give citizens of the community an opportunity to become acquainted with the proposed project and to comment.

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Publish one (1) time on \_\_\_\_\_ in the Daily Times Leader as a small block advertisement in the **non-legal section**. Proof of Publication is required. Send bill to Clay County, Post Office Box 815, West Point, MS 39773 and Proof of Publication to Golden Triangle Planning and Development District, Post Office Box 828, Starkville, MS 39760.

# EXHIBIT D

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



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This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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1420 King Street, Alexandria, VA 22314-2794  
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[www.nspe.org](http://www.nspe.org)

American Council of Engineering Companies  
1015 15th Street N.W., Washington, DC 20005  
(202) 347-7474  
[www.acec.org](http://www.acec.org)

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723  
[www.asce.org](http://www.asce.org)

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**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of 3 - 5 - 2020 ("Effective Date") between  
Clay County Board of Supervisors ("Owner") and  
\_\_\_\_\_  
Calvert-Spradling Engineers, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

West Church Hill Road Overlay

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:

Engineering for West Church Hill Road Overlay

CSE #217168

Funding – ARC

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

**1.01 Scope**

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

**ARTICLE 2 – OWNER'S RESPONSIBILITIES**

**2.01 General**

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

### ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

#### 3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

#### 3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

### ARTICLE 4 – INVOICES AND PAYMENTS

#### 4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. **Invoices must include a breakdown of services provided.** Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

#### 4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
  2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

## ARTICLE 5 – OPINIONS OF COST

### 5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

### 5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

### 5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
  - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
  - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
    - a. changes after the Effective Date to Laws and Regulations;
    - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
    - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make

resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

#### 6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to

Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

#### 6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

#### 6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer may jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

#### 6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.



- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,
  - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
  - b. by Engineer:
    - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
    - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
  - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same,

then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

#### 6.07 *Controlling Law*

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

#### 6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### 6.11 Indemnification and Mutual Waiver

- A. **Indemnification by Engineer:** To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. **Indemnification by Owner:** Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. **Environmental Indemnification:** To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. **No Defense Obligation:** The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. **Percentage Share of Negligence:** To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- F. **Mutual Waiver:** To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

#### 6.12 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

#### 6.13 Miscellaneous Provisions

- A. **Notices:** Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. **Survival:** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. **Severability:** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. **Waiver:** A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. **Accrual of Claims:** To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

### ARTICLE 7 – DEFINITIONS

#### 7.01 Defined Terms

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. **Addenda**—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. **Additional Services**—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
3. **Agreement**—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. **Application for Payment**—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. **Basic Services**—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. **Change Order**—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. **Change Proposal**—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. **Constituent of Concern**—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. **Construction Contract**—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. **Construction Contract Documents**—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.
11. **Construction Contract Price**—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer ~~as an Additional Service~~ and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part



thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

## ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

### 8.01 *Exhibits Included:*

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work. N/A

- F. Exhibit F, Construction Cost Limit. **N/A**
- G. Exhibit G, Insurance. **N/A**
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement. **N/A**

#### 8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

#### 8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

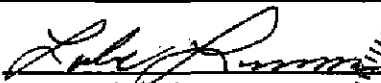
#### 8.04 *Engineer's Certifications*

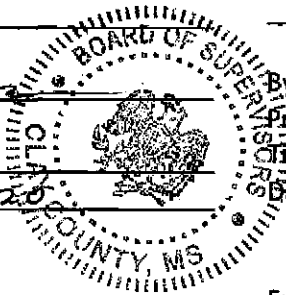
- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:  
Clay County Board of Supervisors

Engineer:  
Calvert-Spradling Engineers, Inc.

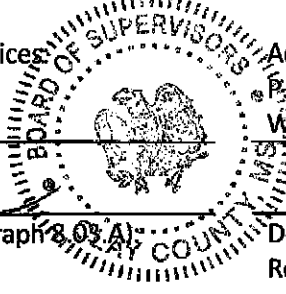
By:   
Print name: Luke Lummus  
Title: President  
Date Signed: 3-5-20



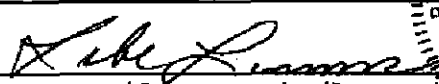
By: \_\_\_\_\_  
Print name: Robert L. Calvert  
Title: President  
Date Signed: 3-5-20

Engineer License or Firm's Certificate No. (if required):  
Certificate No.  
Robert L. Calvert, P.E. 4499  
State of: MS

Address for Owner's receipt of notices:  
P.O. Box 815  
West Point, MS 39773



Address for Engineer's receipt of notices:  
P. O. Drawer 1078  
West Point, MS 39773

  
Designated Representative (Paragraph 8.03.A):  
Luke Lummus  
Title: President  
Phone Number: 662-494-3124  
E-Mail: aberry@claycounty.ms.gov  
Address: \_\_\_\_\_

Designated Representative (Paragraph 8.03.A):  
Robert L. Calvert  
Title: P. E.  
Phone Number: 662-494-7101  
E-Mail Address: robert.calvert.cse@gmail.com

This is **EXHIBIT A**, consisting of 17 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 3-5-20.

## **Engineer's Services**

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Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

### **PART 1 – BASIC SERVICES**

#### **A1.01 Study and Report Phase**

**A. Engineer shall:**

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
  - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions:
  - b. In addition, Engineer must identify, study, and evaluate multiple potential alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree with Agency concurrence that only one feasible solution exists. The number of alternative solutions should be appropriate to the specific project as concurred in by the Agency.
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by

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**Exhibit A – Engineer's Services**

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**Page 1**

Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.

8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
  9. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
  10. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
  11. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
  12. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
  13. Perform or provide the following other Study and Report Phase tasks or deliverables:  
None
  14. Furnish 1 review copies of the Report and any other Study and Report Phase deliverables to Owner within 90 days of the Effective Date and review it with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
  16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's and Agency's comments, as appropriate, and furnish three (3) written copies and one (1) electronic copy of the revised Report and any other Study and Report Phase deliverables to the Owner within 60 days of receipt of Owner's and Agency's comments.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

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## **A1.02 Preliminary Design Phase**

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
  2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner and Agency during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
  3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
  4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
  5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
  6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
  7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
  8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction

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procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable. **Engineer must also incorporate all Agency regulations, forms, and design and construction standards applicable to the project in development of the documents indicated in this Article.**

9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:  
None
10. Furnish 1 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 90 days of authorization to proceed with this phase, and review them with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 1 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 30 days after receipt of Owner's comments.

- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

#### A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
  2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
  3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

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4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
9. Perform or provide the following other Final Design Phase tasks or deliverables:  
**None** The Engineer shall identify the building codes and accessibility standards used in the design and indicate them on the drawings and specifications and certify that the final drawings and specifications comply with those standards.
10. Furnish for review by Owner, its legal counsel, and Agency, 1 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 180 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 1 final copies of such documents to Owner within 60 days after receipt of Owner's comments and instructions.
12. Provide the Owner and Agency with a written certification that the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables comply with all requirements of Agency. Use the Engineer's Certification of Final Plans and Specifications (Attachment GC-B) for this purpose.

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- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables **and all final design phase deliverables have been accepted by Owner.**
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is 1. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

**A1.04 Bidding or Negotiating Phase**

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
  - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
  - 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. **Obtain Agency concurrence on any addenda that modify the bidding documents. Obtain prior concurrence where possible.**
  - 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
  - 4. Consult with Owner as to the qualifications of prospective contractors.
  - 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

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The Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved "or equals" and substitutes. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

6. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
  7. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
  8. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: None Upon award of the Construction Contract, the Engineer shall furnish to Owner one executed copy of the Contract Documents, including Drawings and Specifications.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

#### **A1.05 Construction Phase**

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
  2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

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3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
4. *Pre-Construction Conference:* Participate in **and chair** a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* Maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
  - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an

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experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

- c. **The visits described in Article A1.05.A.9a shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.**
10. ***Defective Work:*** Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. ***Compatibility with Design Concept:*** If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. ***Clarifications and Interpretations:*** Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. ***Non-reviewable Matters:*** If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. **Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations.**
19. *Inspections and Tests:*
  - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
  - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
  - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the

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design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

**21. *Applications for Payment:*** Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

**22. *Contractor's Completion Documents:*** Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples,

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and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings, and furnish such Record Drawings to Owner.

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: None

a. **Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.**

25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

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#### A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
  2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
  3. Perform or provide the following other Post-Construction Phase tasks or deliverables:  
None
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

#### **PART 2 – ADDITIONAL SERVICES**

##### A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements **not including preparation of the Environmental Report defined under Basic services**; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
  2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
  3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted

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subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2, **but only if the Owner's request is made after completion of the Study and Report Phase.**
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
  - a. detailed consideration of operations, maintenance, and overhead expenses;
  - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
  - c. preparation of appraisals;
  - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
  - e. detailed quantity surveys of materials, equipment, and labor; and
  - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
  - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
  - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).

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12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Deleted.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.

26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

**A2.02 Additional Services Not Requiring Owner's Written Authorization**

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
  1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
  2. **Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.**
  3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
  4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
  5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
  6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
  7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

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**Exhibit A – Engineer's Services**

**EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.**

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8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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**Exhibit A – Engineer's Services**

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This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 3-5-20

## **Owner's Responsibilities**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties.

**B2.01** In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  - 1. Property descriptions.
  - 2. Zoning, deed, and other land use restrictions.

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**Exhibit B – Owner's Responsibilities**

**EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.**

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3. Utility and topographic mapping and surveys.
  4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
  6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
  7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
  2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

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**Exhibit B – Owner's Responsibilities**

**EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.**

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- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: None

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Exhibit B – Owner's Responsibilities

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated 3-5-20.

**Payments to Engineer for Services and Reimbursable Expenses**  
**COMPENSATION PACKET BC-1: Basic Services – Lump Sum**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

**C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment**

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of \$ 100,183.08 based on the following estimated distribution of compensation:
  - a. Study and Report Phase \$ 10,018.31
  - b. Preliminary Design Phase \$ 30,054.92
  - c. Final Design Phase \$ 30,054.92
  - d. Bidding and Negotiating Phase \$ 10,018.30
  - e. Construction Phase \$ 15,027.46
  - f. Post-Construction Phase \$ 5,009.17
2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner and Agency.
3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): None
5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the



billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 18 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted with concurrence of the Owner and Agency.

**COMPENSATION PACKET RPR-1:**  
**Resident Project Representative – Lump Sum**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**C2.04 Compensation for Resident Project Representative Basic Services – Lump Sum Method of Payment**

A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative, if any, under Paragraph A1.05 of Exhibit A, the Lump Sum amount of \$ N/A. The Lump Sum includes compensation for the Resident Project Representative's services, and for the services of any direct assistants to the Resident Project Representative. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses related to the Resident Project Representative's Services.
2. *Resident Project Representative Schedule:* The Lump Sum amount set forth in Paragraph C2.04.A.1 above is based on RPR services on a four-hour workday Monday through Friday over a    week construction schedule. Modifications to the schedule shall entitle Engineer to an equitable adjustment of compensation for RPR services.
3. *Additional Project Representative Services:* In the event the construction period exceeds    weeks, the engineer may be paid \$50.00 an hour for Project Representative Services for all hours over the    weeks of construction based on the hours the Project Representative Services are provided.

B. Compensation for Reimbursable Expenses:

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.5.

4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred by the Owner and Agency.**

C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.3.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
  - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner and Agency written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner ~~at cost~~ at no cost.
5. The Engineer charges for an environmental assessment shall be invoiced when said services are 100% complete and fees shall not exceed \$ N/A for said service.
6. The Engineer shall provide ~~surveying and~~ testing services as required for this project. Fees for said service shall not exceed \$ 15,266.92. Invoice will be submitted based on completion of services.
7. The Engineer shall provide a geotechnical investigation as required for this project. Fees for said service shall not exceed \$ N/A. Invoice will be submitted based on completion of services.

**COMPENSATION PACKET AS-1:**  
**Additional Services – Standard Hourly Rates**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment**

D. Owner shall pay Engineer for Additional Services, if any, as follows:

- a. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

*Compensation For Reimbursable Expenses:*

- b. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
- c. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- d. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of N/A.
- e. The Reimbursable Expenses Schedule will be adjusted annually (as of N/A) to reflect equitable changes in the compensation payable to Engineer.

*Other Provisions Concerning Payment For Additional Services:*

- f. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of N/A.
- g. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

- h. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 3-5-20.

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**Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

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Article 1 of the Agreement is supplemented to include the following agreement of the parties:

**ARTICLE 1 - SERVICES OF ENGINEER**

**D1.01 Resident Project Representative**

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full part time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
  - 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
  - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings

(but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. **Safety Compliance:** Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. **Liaison:**
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. **Clarifications and Interpretations:** Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. **Shop Drawings and Samples:**
  - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
  - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. **Proposed Modifications:** Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. **Review of Work; Defective Work:**
  - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

**10. *Inspections, Tests, and System Start-ups:***

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

**11. *Records:***

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.



- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
  - e. Maintain records for use in preparing Project documentation.
  - f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
12. *Reports:*
- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
  - b. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
  - c. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
15. *Completion:*
- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
  - b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT H**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 3-5-20.

## **Dispute Resolution**

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Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

- A. **Arbitration:** All Disputes between Owner and Engineer shall be settled by arbitration in accordance with the **American Arbitration Association** rules effective at the Effective Date, subject to the conditions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance with this Paragraph H6.09.A will be specifically enforceable under prevailing law of any court having jurisdiction.
1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the **American Arbitration Association**. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.
  2. All demands for arbitration and all answering statements thereto which include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than **\$115,450.00** (exclusive of interest and costs). The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any Dispute if the amount in controversy in such Dispute is more than **\$115,450.00** (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than **\$115,450.00** (exclusive of interest and costs). Disputes that are not subject to arbitration under this paragraph may be resolved in any court of competent jurisdiction.
  3. The rules of any arbitration shall be supplemented to include the following: The award rendered by the arbitrators shall be in writing, and shall include (a) a precise breakdown of the award, and (b) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.
  4. The award rendered by the arbitrators will be consistent with the Agreement of the parties and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.
  5. If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner or Engineer (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Paragraph H6.09.A.5 nor in the provision of such contract consenting to joinder shall create

any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.

This is **EXHIBIT I**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 3-5-20.

## **Limitations of Liability**

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Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

**B. *Limitation of Engineer's Liability***

1. *Engineer's Liability Limited to Amount of Engineer's Compensation:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.

This is **EXHIBIT J**, consisting of 22 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 3-5-20.

### **Special Provisions**

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Paragraph(s) 15.1 of the Agreement is/are amended to include the following agreement(s) of the parties:

#### **Special Provision for Equal Employment Opportunity to the Engineering Contract:**

During the performance of this Contract, the Contracted Party agrees to comply with Executive Order 11246, and the regulations issued pursuant thereto (24 CFR 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, gender, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts. Contractors and subcontractors of Federal and Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employments, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and selection for training apprenticeship.

**Special Provisions and Regulations Stipulated by the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program: Attached**

**State of Mississippi Community Development Block Grant Assurances: Attached**

**U.S. Department of Housing and Urban Development Federal Labor Standards Provisions: Attached**

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**Exhibit J - Special Provisions.**

**EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.**

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## GENERAL TERMS AND SPECIAL CONDITIONS

Award is hereby made in the amount and for the period shown above of a grant under The Housing and Community Development Act of 1981 - Public Law 97-35), and as amended by the Housing and Urban-Rural Recovery Act of 1983, to Applicant Name "Subgrantee", in accordance with the plan set forth in the application of the above mentioned Subgrantee and subject to any attached revisions or special conditions.

This contract is subject to all applicable rules, regulations, conditions, and assurances as prescribed by the Mississippi Development Authority's (MDA) Community Development's Block Grant Program Final Statement, as well as the U.S. Department of Housing and Urban Development's Community Development Block Grants: State's Program Final Rule (24CFR Part 570), and to each and every Federal and State Statute and guideline affecting the application for, receipt of, and expenditure of Community Development Block Grant funds. It is also subject to such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 97-35 and P.L. 98-8.

### 1. Application of the Mississippi Employment Protection Act of 2008.

All grantees, recipients, contractors and companies known here after as "Contractor (Company)" entering into contracts with the Mississippi Development Authority represents and warrants that it will ensure compliance with the Mississippi Employment Protection Act (Senate Bill 2988 of the 2008 Regular Session of the Mississippi Legislature) and will register and participate in the status verification system of all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify program, or any other successor electronic verification system replacing the E-Verify Program.

Contractor (Company) agrees to maintain such compliance and, upon request of the State, to provide copy of each such verification to the State. Contractor (Company) further represents and warrants that any person assigned to perform services hereunder meet the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor (Company) understands and agrees that any breach of these warranties may subject Contractor (Company) to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor (Company) by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor (Company) would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

This contract is also made subject to any and all conditions, special conditions, and assurances attached hereto and made a part hereof at the time of the award of these funds. The application submitted for these funds is incorporated by reference herein and made a part hereof, including any changes, modifications, deletions, or amendments contained therein. Any unauthorized change or amendment by the Subgrantee to the provisions of this contract shall be considered invalid, and MDA reserves the right not to reimburse the Subgrantee for any expenses or costs associated with such an unauthorized change or amendment.

MDA reserves the right to withhold grant funds or to terminate this contract for cause, if the Subgrantee fails to fulfill in a timely and proper manner the obligations under this contract or if the Subgrantee should violate any of the covenants, agreements, conditions, special conditions, or assurances of this contract, by giving written notice to the Subgrantee of the suspension or termination, specifying the effective date thereof, at least five (5) days before the effective date thereof.

The Subgrantee hereby agrees that the project and activities for which these grant funds are awarded shall constitute a fully completed and operative project upon conclusion, and the Subgrantee further agrees that in the event the costs of the project exceed the funds awarded under this contract, then it is understood that the state will not provide additional funding. The Subgrantee agrees to and understands that the CDBG award is limited to the amount under this agreement. Any cost overruns

will be the sole responsibility of the Subgrantee. This grant shall become effective on the beginning date of the grant period stated in section 5 of page 1 provided that this contract shall have been fully completed, executed by the Subgrantee, and received in the office of MDA.

Subgrantees are prohibited from contracting with or making subawards to parties that are suspended or debarred or whose principals are suspended or debarred by MDA, any federal agency or other Mississippi state agency. Suspension or debarment may apply to new and/or ongoing transactions. An official copy of the MDA's Debarment and Suspension Policy and all applicable regulations and guidelines can be obtained from the MDA, Community Services Division by calling (601) 359-3179.

## **2. Debarment and Suspension**

The Mississippi Development Authority (MDA), Community Services Division (CSD) must ensure that Sub-recipients (Local Units of Government and Non-Profit Agencies) of federal assistance are not debarred or suspended, or otherwise excluded from or ineligible from participation in Federal Programs under Executive Order 12549 and per 2 CFR Part 200. MDA/CSD has performed the required due diligence by verifying the SAM.GOV database to ensure at pre-award that all sub-recipients have met this certification. In the event that a Sub-recipient is found to be suspended, debarred, ineligible, or voluntarily excluded from federal grant program participation at any time during the contract period, MDA/CSD may pursue available remedies, including suspension and/or debarment or termination of the existing grant agreement.

## **3. Special Conditions That Require Written Clearance**

### **A. Mississippi State Department of Health Approval**

If applicable, prior to the release of any CDBG funds for water improvement construction, the Subgrantee shall provide written documentation that the plans and specifications have been approved by the Mississippi State Department of Health.

### **B. Department of Environmental Quality Approval**

If applicable, prior to the release of any CDBG funds for wastewater or solid waste improvement construction, the Subgrantee shall provide written documentation that the plans and specifications have been approved by the Mississippi Department of Environmental Quality, Office of Pollution Control.

### **C. Mississippi Public Service Commission Approval**

If applicable, prior to the release of CDBG funds for water, sewer, and gas system construction, the Subgrantee shall provide evidence that the Mississippi Public Service Commission has issued a "Certificate of Public Convenience and Necessity" for improvements in an uncertificated and/or unserved area, and/or the transfer of ownership of a system.

## **4. Building Standards**

If applicable, all building construction shall comply with the applicable codes and standards approved by the Southern Building Code and Congress International, Inc., or to locally adopted codes, whichever are more stringent.

## **5. State Aid Standards**

If applicable, streets or access roads shall be designed and constructed at least to minimum State Aid standards or to local subdivision standards, whichever are more stringent.



6. LMI Hook-Ups

Low- and moderate-income persons must actually be hooked up to the system in order to be counted as beneficiaries on water, sewer, or gas projects. CDBG funds cannot be used to install nor connect service lines if the property is owned *by* a person who is not of low- or moderate-income, *even* if the renter is of low- or moderate-income. The cost of connecting LMI property owners to the service lines can be paid from CDBG or other funds, but the connection to the system must be at no cost to the LMI beneficiaries.

7. Generators and Auxiliary Power Sources

CDBG funds may not be used for the purchase of generators or auxiliary power sources in water or sewer improvement projects. The only exception is when the generator is built-in on the wastewater pump stations.

8. Nonperformance Standard

If at the end of 12 months from the start of the contract period and construction has not begun, the Mississippi Development Authority, may, at its option, terminate this contract and recapture funds allocated. No contract extensions will be granted unless the Subgrantee can document circumstances beyond its control that prevented construction.

9. Fire Safety Codes

If applicable, the Subgrantee must comply with local fire safety codes.

10. Program Income

If any program income is generated as result from CDBG funds, the subgrantee shall return these funds to the Mississippi Development Authority. However, 570.489 (e)(2)(v)..."proceeds received from the sale of real property acquired or improved in whole or part with CDBG funds will not be considered program income if the proceeds are received more than 5 years after expiration of the grant agreement and are, therefore, exempt from being tracked."

11. Application

The application and all supporting documentation are incorporated *by* reference herein and made a part hereof, including any changes, modifications, deletions, or amendments contained therein.

12. Paymode

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the state. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

## FINANCIAL MANAGEMENT, REPORTS AND RECORD KEEPING

The local government shall comply with all MDA, State of Mississippi, Office of Management and Budget (OMB) and CDBG rules, regulations, circulars, policies, and procedures on financial management for all contract expenditures. The local unit of government shall ensure that its financial management systems provide the necessary internal controls, accounting records and reporting systems to meet generally accepted accounting standards and comply with the applicable OMB uniform cost principles for the type of entity receiving the funds. MDA reserves the right to inspect the local unit of government's financial management systems and to impose additional accounting requirements to ensure that accounting requirements are being met.

### 1. Access to Records and Facilities

The State of Mississippi, Federal monitors and auditors and any persons duly authorized by the Federal government, the State of Mississippi and MDA shall have full access to and the right to examine and copy any or all books, records, documents and other materials regardless of form or type which are pertinent to contract performance or which reflect direct and indirect costs related to this contract. Access right shall continue during the record retention period after the contract's ending date. This access right shall extend to all business hours and places where any contract activity is conducted. MDA shall include these access requirements in all subcontracts.

### 2. Audits and Monitoring

The local unit of government shall adhere to applicable Office of Management and Budget (OMB) Circulars and other applicable Federal, State of Mississippi and MDA regulations, policies and procedures governing audits and monitoring. Recipients' of Federal awards, as defined by OMB Circular 2 CFR Part 200 (formerly known as Circular A-133) and 29 CFR 99, shall maintain records that identify all Federal funds received and expended. The local unit of government shall comply with any applicable future amendments to OMB Circular 2 CFR Part 200 (formerly known as A-133) and any successor or replacement Circular or regulation.

The local unit of government shall be audited annually in accordance with Circular 2 CFR Part 200 or, if 2 CFR Part 200 is inapplicable, shall arrange for an annual audit of contract funds received from MDA. All governmental and nonprofit organizations must follow the audit requirements of OMB Circular 2 CFR Part 200.

All audits shall conform to generally accepted auditing and accounting standards and MDA policies and procedures. A copy of each year's financial audit report, which provides a specific reference to this contract, shall be mailed to MDA within one week after its receipt by the local unit of government. All audit reports shall be finalized within six months after the contract's ending date unless an alternative date is agreed to in writing by MDA. All audit costs shall be the local unit of government's responsibility.

Failure to submit all Audit documentation by the required due dates may deem the Local Units of Government or Non-Profit Organizations in non-compliance with the Audit Requirements. CSD may impose sanctions such as suspending payments of current grants until the Audit is received and/or the eligibility for future funding.

### 3. Leveraged Funds

- a. The Subgrantee is held to its leveraged fund commitment as stated in the approved application.
- b. Should a portion of the matching funds not be required (i.e., low bids, MDA approved change in scope of work), MDA, Community Services Division, will reduce the grant proportionately so that the leveraging ratio holds constant regardless of how funds are budgeted.

4. In-Kind Services

If applicable, any in-kind services to be performed by the Subgrantee or others designated as local match funds must be adequately documented or make actual dollar contributions to provide for the local match funds.

5. Request for Cash

When submitting a request for cash, the subgrantee must provide the Request for Cash form sheet and the CDBG Consolidated Support Sheet. Drawdowns should be made only in the amount necessary to meet current disbursement needs. A zero balance must be maintained and funds disbursed within three (3) days.

6. Cost Overruns

The subgrantee agrees to and understands that the CDBG award is limited to the amount under this agreement. Any cost overruns will be the sole responsibility of the subgrantee.

7. Budget Revision Acceptance

The Subgrantee agrees and accepts all changes to the budget pages of its CDBG application; and the revised budget forms attached to this contract shall constitute the true and correct budget for the Subgrantee's CDBG project, and are hereby incorporated by reference herein and made a part of this contract.

8. Availability of Funds

This contract is contingent on the availability of funds from the U.S. Department of Housing and Urban Development.

9. Procurement

The local unit of government must comply with all State and Federal laws per 2 CFR Part 200 dealing with purchasing and acquisition for goods, services and other allowable cost as specified in the application. All procurements transactions, regardless of dollar amount, must be conducted in a manner to provide free and open competition

10. Close-out Package

Within 30 days after the completion of all activities or 60 days after the expiration of the grant agreement, the subgrantee must submit a complete and acceptable close-out package.

SPECIAL PROVISIONS AND REGULATIONS STIPULATED BY  
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

1. Access of Grantee, State of Mississippi, HUD and Others to CDBG Documents, Papers, and Books

The Contracted Party agrees to allow the Grantee, State of Mississippi, HUD, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of the Contracted Party which are directly pertinent to the CDBG Program for the purpose of making audits, examinations, excerpts, and transcriptions.

2. Termination of Contract For Cause

If, through any cause, the Contracted Party shall fail to fulfill in timely and proper manner, his obligations under this Contract, or if the Engineer shall violate any of the covenants, agreements, or stipulations of this Contract, the Grantee shall thereupon have the right to terminate this Contract by giving written notice to the Contracted Party of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contracted Party shall entitle the Contracted Party's receipt of just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, the Contracted Party shall not be relieved of liability to the Grantee for damages sustained or the Grantee by virtue of any breach of the Contract by the Contracted Party. The Owner may withhold any payments to the Contracted Party for the purpose of set off until such time as the exact amount of damages due the Grantee from the Contracted Party is determined.

3. Termination for Convenience of the Grantee

The Grantee may terminate this Contract any time by a notice in writing from the Grantee to the Contracted Party. If the Contract is terminated by the Owner as provided herein, the Contracted Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contracted Party covered by this Contract, less payments of compensation previously made provided that if less than sixty percent of the services covered by this Contract have been performed upon the effective date of such termination, the Contracted Party shall be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contracted Party during the Contract period which are directly attributable to the incomplete portion of the services covered by this Contract.

4. Record-Keeping

All records required to be kept on the project shall be maintained for at least three (3) years after final payments and until all other pending matters under the grant are closed.

5. Health and Safety Standards

All parties participating in this project agree to comply with Section 107 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

6. Uniform Relocation Act Requirements

The Contracted Party will comply with all applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630) as specified

in regulations issued by the Secretary of the Department of Housing and Urban Development and published in 24 CFR 570-1.

7. Citizens Participation

The Subgrantee must follow the Citizen Participation procedures in accordance with the requirements listed in Title 24 CFR 91.115 of the Housing and Community Development Act of 1974, as amended. The Act provides for and encourages, Citizen Participation and emphasizes participation by persons of low and moderate income, particularly residents of predominantly low and moderate income neighborhoods, slum or blighted areas, and areas in which the State of Mississippi proposes to use federal funds.

8. Environmental Compliance

Environmental clearance must be completed within four (4) months of the award date or the contract will be voided unless the Division Director authorizes a waiver. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by recipient of a release of funds from the Mississippi Development Authority under 24 CFR Part § 58. The parties further agree that the provision of any funds to the project is conditioned on the recipient's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review. No project costs shall be paid by CSD prior to environmental clearance except for Application Preparation.

Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.00 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1957 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, 15), which prohibit the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

The provisions shall require reporting of violations to the grantor agency and the U.S. EPA Assistant Administrator for Enforcement (EN-329). Contracts, subcontracts, and subgrants of amounts in excess of \$100,000.00 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1957 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, 15), which prohibit the use under nonexempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to the grantor agency and the U.S. EPA Assistant Administrator for Enforcement (EN-329).

9. Historic Preservation

Both parties agree to assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 USC 469a-1 et seq.) by (a) consulting with the State Historic Preservation officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (CFR Part 600.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.

10. Lead-Based Paint Requirements

The Contracted Party will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance in any form.

11. Labor Standards- Davis-Bacon Act Requirements

The Contracted Party will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276-a5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*). However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.

12. Energy Efficiency

All participants in the projects shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

13. Changes

The Grantee may, from time to time, request changes in the scope of the services of the Contracted Party to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contracted Party's compensation which are mutually agreed upon by and between the Grantee and the Contracted Party, shall be incorporated in written amendments to this Contract

14. Personnel

The Contracted Party represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Grantee. All the services required hereunder will be performed by the Contracted Party or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract

15. Anti-Kickback Rules

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Engineer and contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

16. Withholding of Salaries

If in the performance of this Contract, there is any underpayment of salaries by the Contracted Party or by any subcontracted thereunder, the Grantee shall withhold from the Contracted Party out of payment due to him an amount sufficient to pay to employees underpaid the difference between the salaries required thereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Grantee for and on account of the contracted party or subcontractor to the respective employees to whom they are due.

17. Claims and Disputes Pertaining to Salary Rates

Claims and disputes pertaining to salary rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the Contracted Party to the Grantee for the latter's decision which shall be final with respect thereto.

18. Equal Employment Opportunity

During the performance of this Contract, the Contracted Party agrees to comply with Executive Order 11246, and the regulations issued pursuant thereto (24 CFR 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, gender, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts, contractors and subcontractors on Federal and Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employments, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates or pay or other forms of compensation and Section for training apprenticeship.

19. Section 3

Section 3 of the Housing and Urban Development Act of 1968, is a statutory provision which requires that, to the greatest extent feasible, opportunities for training, employment, contracting and other economic opportunities be given to low and very-low income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part, by persons residing in the project area. The Sub-recipient and contractors must demonstrate a good faith effort and document compliance as set-forth by 24 CFR 135.

20. Anti-Discrimination Clauses

The Contracted Party will comply with the following clauses:

- a. Title VI of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (24 CFR 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
- b. Title VIII of the Civil Rights Act of 1968 (PL 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and taking action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services. This requirement dictates some form of action to be taken by the grantee, not just passive compliance with existing laws and ordinances. Fair housing choice is the ability of persons of similar income levels to have available to them a like range of housing choices regardless of race, color, national origin, religion, sex, familial status, or disability. CDBG grantees make a commitment to Affirmatively Further Fair Housing in the community as a recipient of CDBG funds. It is important for grantees to be aware that this is a commitment to understand every individual's fair housing rights and ensure all local policies and practices do not hinder fair housing and when appropriate actively further fair housing.; and,
- c. Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance.

d. Section 109 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits or be subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 796) shall also apply to any such program or activity.

21. Architectural Barriers Act and Americans with Disabilities

The contracted parties will comply with the Architectural Barriers Act and the Americans with Disabilities as described in 24 CFR Sec 487 (e).

22. Discrimination Because of Certain Labor Matters

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employer.

23. Compliance with Local Laws

The Contracted Party shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

24. Subcontracting

None of the services covered by this Contract shall be subcontracted without prior written consent of the Grantee. The Contracted Party shall be as fully responsible to the Grantee for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. The Contracted Party shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

25. Assignability

The Contracted Party shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Grantee provided that claims for money due or to become due the Contracted Party from the Grantee under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

26. Conflict of Interest of Members of Local Public Agency and Others

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie. The Contracted Party will comply with Section 25-4-105, Mississippi Code Annotated (1972), which prohibits any public servant from using his official position to obtain pecuniary benefit for himself other than compensation provided for by law or for any relative or business with which he is associated and which further provides that a public servant may not be interested, during the term for which he has been chosen, or within one (1) year thereafter, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any other purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any



portion or share of any money or other thing paid for the construction or doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The Contracted Party will also be aware of and avoid any violation of Section 24-4-117 and 25-4-119 Mississippi Code Annotated (Supp. 1972), which prescribes a criminal penalty for any public servant convicted of a violation of this Ethics in Government section:

27. Interest of Certain Federal Officers

No member of or delegate to the Congress of the United States and no Resident Commissioner, shall be admitted any share or part of this Contract or to any benefit to arise therefrom.

28. Interest of Contractor

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that in the performance of this Contract no person having any such interest shall be employed.

29. Political Activity

The Contracted Party will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

30. Compliance with Office of Management and Budget

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, and A-54, as they relate to the use of Federal funds under this contract.

31. Flood Insurance Purchase Requirements

Both parties agree to comply with the flood insurance purchase requirements of Section 102(2) of the Flood Disaster Protection Act of 1973, (PL 93-234, 87 Stat. 975) approved December 31, 1976. Section 102 (a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase, "Federal financial assistance," includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

32. Program Monitoring

Both parties agree to assist and cooperate with the Federal grantor agency and the state grantor agency or their duly designated representatives in the monitoring of the project or projects to which this grant relates, and to provide in form and manner approved by the state grantor agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

33. Discrimination Due to Beliefs

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

34. Confidential Findings

All of the reports, information, data, etc., prepared or assembled by the Contracted Party under this Contract are confidential, and the Contracted Party agrees that they shall not be made available to any individual or organization without prior written approval of the Grantee.

35. Third-Party Contracts

The Subgrantee shall include in all contracts with Participating Parties receiving grant funds provisions requiring the following:

- a. Each such Participating Party keeps and maintains books, records, and other documents relating directly to the receipt and disbursement of such grant funds; and,
- b. Any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of such Participating Party until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

The Subgrantee shall include in all contracts with Participating Parties a provision that each Participating Party agrees that any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the Project in which such Participating Party is involved until the completion of all close-out procedures respecting this grant.

36. Excessive Force

The contracted parties will adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

**STATE OF MISSISSIPPI  
COMMUNITY DEVELOPMENT BLOCK GRANT**

**ASSURANCES**

The Subgrantee hereby assures and certifies that:

- (a) It possesses legal authority to apply for the grant and to execute the proposed program.
- (b) Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the filing of the application.
- (c) Its application program has been developed so as to give maximum feasible priority to activities which will benefit low- and moderate-income families, or aid in the prevention or elimination of slums or blight, or meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and no other financial resources are available to meet such needs.
- (d) It will:
  - (1) Comply with Section 104(f) of the Housing and Community Development Act of 1974, as amended, which requires compliance with the policies of the National Environmental Policy Act of 1969 (NEPA) and other provisions of law which further the purposes of the National Environmental Policy Act. Such other provisions of law which further the purposes of the NEPA are specified in regulations issued pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and are contained in 24 CFR Part 58; and
  - (2) Assume all of the responsibilities for environmental review, decision making, and action as specified and required in regulations issued by the Secretary of Housing and Urban Development pursuant to Section 104(f) of the Housing and Community Development Act of 1974, as amended, and published in 24 CFR Part 58.
- (e) Its chief executive officer or other officer of the Subgrantee:
  - (1) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 CFR Part 58; and
  - (2) Is authorized and consents on behalf of the Subgrantee and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official.
- (f) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historic Data Act of 1966 (16 U.S.C. 469 a-1, et seq) by:
  - (1) Consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects of the proposed activities; and
  - (2) Complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.
- (g) It will comply with Executive Order Number 12898, issued February 11, 1994, by:

- (1) Focusing attention on the environment and health conditions in minority and low-income communities; and
  - (2) Fostering non-discrimination in federal programs that substantially affect human health and the environment; and
  - (3) Providing minority and low-income communities with access to information on, and opportunities for public participation in, matters relating to human health and the environment.
- (h) It will comply with the regulations, policies, guidelines, and requirements of OMB Circular 2 CFR Part 200 (formerly known as 24 CFR Part 85 and 24 CFR Part 87), as they relate to the application and use of federal funds.
- (i) It will comply with:
- (1) Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Subgrantee, this assurance shall obligate the Subgrantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
  - (2) Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;
  - (3) Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with federal assistance; and
  - (4) Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training and apprenticeship.
- (j) It will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (24 CFR, Part 135), requiring that opportunities for training and employment be given to low-income residents in the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.
- (k) It will comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-

displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. It shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. It also agrees to comply with applicable grantee ordinances, resolutions and policies concerning the displacement of persons from their residences. It also agrees to follow the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 for the acquiring of easements.

- (l) It will establish a written Code of Standards of Conduct to prohibit any of its officers, employees, and agents from using his/her position in any manner or matter which would have the purpose or effect of a conflict of interest, real or apparent. In order to properly implement this provision, it will fully comply with the requirements of OMB Circular 2 CFR Part 200 (formerly known as 24 CFR, Part 85.36).
- (m) It will comply with the provisions of the Hatch Act 5 U.S.C. 1501 et seq), which limits the political activity of employees.
- (n) It will give the State of Mississippi, HUD, and the Controller General, through any authorized representatives, access to and the right to examine all records, books, papers, or other documents related to the grant.
- (o) It will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq). (However, these requirements apply to the rehabilitation of residential property only if such property is designed for residential use of eight or more families.)
- (p) It will comply with the applicable requirements of the Copeland Act (40 U.S.C. 276c).
- (q) It will comply with Section 109 of the Housing and Community Development Act of 1974, as amended, which requires that no person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs or activities funded in whole or in part with community development funds made available pursuant to the Act. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq), or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), shall also apply to any such program or activity.
- (r) It will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821), which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance in any form.
- (s) It will adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
- (t) The Subgrantee shall remain fully obligated under the provisions of the "Statement of CDBG Award," notwithstanding its designation of any third party or parties for the undertaking of all or any parts of the program with respect to which assistance is being provided under the "Statement of CDBG Award" to the Subgrantee. Any recipient who is not the Subgrantee shall

comply with all lawful requirements of the Subgrantee necessary to ensure that the program, with respect to which assistance is being provided under the "Statement of CDBG Award" to the Subgrantee, is carried out in accordance with the Subgrantee's assurances and certifications to comply with all applicable laws, regulations, and other requirements.

- (u) The chief elected official certifies, to the best of his or her knowledge and belief, that:
  - (1) No federally appropriated funds have been paid or will be paid, by or on behalf of the chief elected official, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the chief elected official shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - (3) The subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (v) It will comply with the Uniform administrative requirements as described in 24 CFR Sec. 570.489 (d).
- (w) It will comply with the Part 85.31 regulating the acquisition & disposition of Real Property and Part 85.32 concerning acquisition & disposition of equipment.
- (x) It will comply with the Architectural Barriers Act and the Americans with Disabilities as described in 24 CFR Sec 487 (e)
- (y) It shall comply with HUD CPD Notice 03-09 to report the project Outcome on an annual basis to MDA Performance Measurements

## Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis Bacon poster (WH 1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMS control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30 day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMS Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(8) of the Davis Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMS Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;



(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and Interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph 8 are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

# EXHIBIT E

**MISSISSIPPI  
APPALACHIAN REGIONAL COMMISSION GRANT PROGRAM  
ENVIRONMENTAL CLEARANCE EXEMPT**

<b>TO:</b> Name of Recipient and Name and Title of Chief Executive Officer of Recipient  Clay County Board of Supervisors Honorable Luke Lummus, President	<b>Address and Zip Code of Recipient</b>  Clay County Board of Supervisors P.O. Box 815 West Point, Mississippi 39773
<b>RE:</b> Project, Title and Name  Project includes rehabilitating an industrial access road	<b>Location (Project Area, County)</b>  West ChurchHill Road, City of West Point, Clay County, Mississippi

On **February 10, 2020** this office received your Request for Environmental Clearance pertaining to the above project.

(x) A recipient is not required to submit an RROF and certification, and no further approval from the State will be needed by the recipient for the drawdown of State funds to carry out exempt activities and projects. However, the recipient must document in writing its determination that each activity or project is exempt and meets the conditions specified for such determination under the cited section." This determination must be submitted to the State and a copy maintained in the recipient's project files. No objections to the release of such funds or to the Certification have been received and a period of 15 days from and after receipt of such Certification has expired.

Based on the information provided any and all conditions in the Grant Agreement for Application/Grant Number **ARC-MS-19741** received by the State for Program Year **2019**, respecting said project and funding thereof, to the extent the same are based upon the pendency of environmental review and clearance, are hereby removed.

This notice constitutes your authority to use CDBG funds\* under Title I of the Housing and Community Development Act of 1974, as amended, for the above project.

**\*This project contingent upon availability of funds and CSD approval.**

**NOTE:** This notice constitutes clearance for:


1. "Other" funds as committed to the project.
2. Special Condition

Archives and History Clearance: **November 14, 2019**

Tribal Clearance:

**This approved clearance is valid for a period not to exceed 5 years from the date of issued**

**\*Should there be additional work in connection with this project or documentation, any changes in the scope of work, please contact us in order that we may provide you with appropriate compliance regulation**

<b>Name and Title of Authorizing Office</b>  Ray Robinson, Jr. Manager, Compliance Bureau Community Services Division	<b>Signature of Authorizing Officer</b> 	<b>Date</b>  2/27/20
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# EXHIBIT F

March 3, 2020

Agreement between Clay County and Waterproofing Systems, Inc.

**RE: Clay County Justice Complex  
26089 West Main Street  
West Point, MS  
2017135**

Scope of base bid work for waterproofing wall areas over two (2) glass entry vestibules at south elevation:


1. Seal proof flashing to wall with urethane sealant.
2. Seal horizontal joints at CMU below roof flashing.
3. Seal horizontal joint at CMU to smooth transition.
4. Sealed painted plywood to canopy flashing.
5. Re-caulk existing CMU control joints.
6. Caulk vertical joint in corner.
7. Seal ends of plywood to CMU.
8. Apply two (2) coats of elastomeric coating to areas above canopies.

Base Bid: \$12,033.00

Scope of Add Alternate No.1 at north (rear) elevation

1. Clean out joint between building and sidewalk.
2. Clean out sidewalk joints.
3. Apply Sikaflex-2c NS TG urethane sealant.
4. Seal cracks in foundation with urethan sealant. Add Alternate No. 2: \$2,931.00

Warranty: Two (2) year watertight guarantee applies to subject areas of base bid work and Alternate No. 1 work.

  
Clay County Board of Supervisors

\_\_\_\_\_  
Pat McConnell, VP and Senior Estimator  
Waterproofing Systems, Inc.

3/3/2020  
Date

\_\_\_\_\_  
Date

# EXHIBIT G



Deborah Myers

**The Mississippi Judicial College**  
*announces registration for the*  
**Court Administrators**  
**Continuing Education Spring Conference**

**April 22-24, 2020**

**Beau Rivage Resort**  
**875 Beach Blvd.**

**BILOXI**

**MAKING YOUR RESERVATION**

**Please use this link to make your hotel reservation**

**<https://book.passkey.com/e/49974828>**

**cut off date is March 23, 2020**

**A credit card will be needed for booking; however, the room charge will be direct billed to MJC Master Account for Court Administrators for the evenings of April 22 and April 23, 2020. Any charges outside of these dates, are the responsibility of the conference attendee. If it becomes necessary to cancel your reservation, you will need to contact MJC and the Beau Rivage within 72 hours of your scheduled check-in time.**

**Hotel check-in is 4:00 p.m., checkout is 11:00 a.m.**

- REGISTRATION:** Held onsite from 11:00 a.m. until 12:30 p.m. on Wednesday, April 22, 2020. You will be on own for lunch.
- PROGRAM:** Commences at 12:45 p. m. on Wednesday, April 22, 2020 and will conclude on Friday, April 24, 2020 at 12:00 p.m. Please visit <https://mjc.olemiss.edu/conferences/> for continually updated agenda.
- MEALS:** Breakfast will be provided Thursday and Friday, April 23 & 24, 2020. Lunch will be provided on Thursday, April 23, all other meals during the conference to be reimbursed at MJC rate.
- TRAVEL:** Court Administrators who drive personal vehicles will be reimbursed at the rate of .575 cents per mile.

**The MJC Board of Governors has adopted a 100% attendance policy at all state mandated conferences, Mississippi Official Court Reporters are required to attend 100% of the program to be reimbursed for mileage and meals.**

**Coordinated by:**  
**The Mississippi Judicial College**  
**A division of the University of Mississippi School of Law**  
**P.O. Box 1848, University, Mississippi 38677**  
**Tracey Daniel, Program Manager (email: [tracey@olemiss.edu](mailto:tracey@olemiss.edu)) (Office: 662-915-1226)**  
**Krista Poynor, Program Coordinator (email: [kpoynor@olemiss.edu](mailto:kpoynor@olemiss.edu)) (Office: 662-915-1248)**  
**Facsimile: 662-915-7845**



*Registration Form*  
**Court Administrators Spring Conference**  
**Beau Rivage – Biloxi, MS**  
**April 22-24, 2020**

Please return this form by Monday, March 23, 2020 to:

Krista Poynor/ MS Judicial College  
P.O. Box 1848  
University, MS 38677

Office Phone: 662-915-1248  
Office Fax: 662-915-7845  
Email: [mjcregistration@olemiss.edu](mailto:mjcregistration@olemiss.edu)

☐ \*Please check box if any information has changed from last year's conference.

Name\* Deborah Myers  
Judge \* Thomas B. Storey Jr.  
Office Address\* P.O. Box 815, West Point, Mississippi 39773  
Home Address\* 2388 Joe Myers Road, Cedar Bluff, Mississippi 39741  
Office Phone\* 662-494-3124 Cell\* 662-494-4912  
Email Address\* dmyers@claycounty.ms.gov  
Emergency Contact\* Christie Keenum Emergency Phone\* 662-295-1486

Type of court: please mark all that apply

- |                                   |   |   |
|-----------------------------------|---|---|
| <input type="checkbox"/> Circuit  | <input type="checkbox"/> County           | <input type="checkbox"/> Municipal            |
| <input type="checkbox"/> Chancery | <input checked="" type="checkbox"/> Youth | <input type="checkbox"/> Deputy Administrator |

Mark statements which apply to you:

- ☒ Yes, I have made my reservations via the *PassKey* system
- ☐ Yes, I will be commuting daily and will not need an overnight room.
- ☐ No, I will be unable to attend the conference and will contact Krista Poynor with MJC to provide proper documentation.
- ☒ I acknowledge that MJC requires 100 % attendance to be eligible for reimbursement of mileage and meals. Lodging will be direct billed per the conference contract.

Please list below any questions that you would like to have answered about any topic covered at this conference. Your questions will be forwarded to the appropriate speaker.

Would like more information on how to handle informal adjustments and informal monitoring cases in youth court

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## Deborah Myers

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**From:** Deborah Myers <cc\_dmyers@dixie-net.com>  
**Sent:** Wednesday, February 26, 2020 3:51 PM  
**To:** 'Krista Poynor'  
**Subject:** RE: Important Announcement for Spring Conference 2020

Do I need to let you make mine or can I make it online I will be using county credit card

Deborah Myers  
Youth Court Administrator  
Clay County, MS  
365 Court Street  
PO Box 815  
West Point, MS 39773  
662-494-3124 phone  
662-492-4059 fax  
[dmyers@claycounty.ms.gov](mailto:dmyers@claycounty.ms.gov)

**From:** Krista Poynor <kbpoynor@olemiss.edu>  
**Sent:** Wednesday, February 26, 2020 3:46 PM  
**To:** mjcregistration <mjcregistration@olemiss.edu>  
**Subject:** Important Announcement for Spring Conference 2020

Court Administrators and Official Court Reporters,

Good afternoon! Attached is a rooming list of those who made reservations via the passkey system. MJC was unaware of the hotel charging you for the first night's stay. On behalf of the MS Judicial College we apologize for any inconvenience this may have caused you. Each of you have been charged the first night stay and the hotel will continue to hold the charge until you check out of your room on April 24<sup>th</sup>. At that time the charge will be release. If this poses as a financial hardship to you, please cancel your reservation to reverse the charge on your credit card. Then contact Tracey or I directly to make your reservation for you. If this is not an issue, no action is necessary. This is only for court administrators and official court reporters. (not judges). We apologize again for any inconvenience this might have caused.

Kind Regards,

*Krista Poynor*  
Program Coordinator  
Mississippi Judicial College  
P.O. Box 1848  
University, Mississippi 38677  
(662) 915-1248 Office  
(662) 915-7845 fax  
[kbpoynor@olemiss.edu](mailto:kbpoynor@olemiss.edu)

# EXHIBIT H

LEWIS STAFFORD

# Mississippi Constables Association

MCA 2020 Convention & Training Seminar  
Gulfport, MS • June 1-6, 2020  
REGISTRATION FORM

Enter ONLY the personal information that has changed, along with your name and county.

Name LEWIS STAFFORD County CLAY  
Mailing Address 2350 Old Hwy 10 City West Point, MS Zip 39773  
Spouse: \_\_\_\_\_  
Email: \_\_\_\_\_  
Home: ( ) \_\_\_\_\_ Cell: (601) 295-3090 Work: ( ) \_\_\_\_\_

Go to website for additional forms and/or for updates on agenda - [www.msconstables.com](http://www.msconstables.com)

Amount Due

Training Seminar / Convention Fee & 2020-2021 Association Dues **\$400.00** \$ 400.00  
*This amount includes 1 Constable & 3 family members for all after hours functions*

Check this line to Pre-register Only - No Payment Enclosed \_\_\_\_\_  
*Using county Purchase Order or will bring \$400 check to convention*

Additional number of guests \_\_\_\_\_ X \$50 per person = \$ \_\_\_\_\_

2020-2021 Association Dues **\$150.00** Joining association only, NOT attending convention \$ \_\_\_\_\_

Make checks payable to:

**Mississippi Constables Association**

Mail registration form, check and/or purchase order to:

Constable John H. Heggins  
197 Still Drive  
Vicksburg, MS 39180

.....  
**HOTEL INFORMATION**

**Contact the hotel directly about hotel reservations and payments - \$145.00 per night**

**Courtyard Marriott Gulfport Beachfront**  
1600 East Beach Blvd.  
Gulfport, MS 39501  
Direct 228-864-4310

**Make your reservations early! MCA room block is only good until Friday May 16, 2020.**

**Special MCA Reservation Link below:**

<https://www.marriott.com/event-reservations/reservation-link.mi?id=1573747178539&key=GRP&app=resvlink>

# EXHIBIT I

CALVERT-SPRADLING ENGINEERS, INC.  
CONSULTING ENGINEERS

PERIODIC ESTIMATE FOR PARTIAL PAYMENT

AMOUNT DUE: TANNER CONSTRUCTION CO INC  
P.O.BOX 460  
ELLISVILLE MS 39437

FOR: ERBR-STP/BR-0013(53)B  
ESTIMATE NO. 5  
CLAY COUNTY

CONTRACT AMT: \$1,552,813.60

% COMPLETE: 47.18

FROM: 2-01-20 TO 2-29-20  
FILE: canecreekbr.est

PAGE 1

DESCRIPTION	CONTRACT QUANTITY	ALLOWED TO DATE	UNIT	UNIT PRICE	AMOUNT
MOBILIZATION	L.S.	100.000	L.S.	75000.00	75000.00
CLEARING & GRUB	L.S.	100.000	L.S.	150000.00	150000.00
REMOVAL OF BR	1.000	1.000	UN	95000.00	95000.00
UNCL. EXC.	2930.000	500.000	CY	7.20	3600.00
BORROW EXC	8808.000	1000.000	CY	10.30	10300.00
GRANULAR MATERIAL	2782.000	0.000	CY	32.70	0.00
MSC	3151.000	0.000	SY	1.20	0.00
HOT MIX ASPHALT	483.000	0.000	TON	112.45	0.00
PRIME COAT	945.000	0.000	GAL	5.25	0.00
RUMBLE STRIPE	0.379	0.000	MI	500.00	0.00
36"REIN CONC PIPE	32.000	0.000	LF	125.00	0.00
36"FES	2.000	0.000	EA	1650.00	0.00
GUARD RAIL W BEAM	275.000	0.000	LF	21.90	0.00
GUARD RAIL BR END	4.000	0.000	EA	2590.00	0.00
GUARD RAIL TER END	4.000	0.000	EA	2780.00	0.00
ROW MARKERS	16.000	0.000	EA	175.00	0.00
MAINT OF TRAFFIC	L.S.	47.000	L.S.	3000.00	1410.00
ADDIT CONST SIGNS	0.000	0.000	SF	10.00	0.00
4" EDGE STRIPE	0.500	0.000	MI	3000.00	0.00
4" SKIP YELLOW	0.214	0.000	MI	1500.00	0.00
4" CONT YELLOW	1510.000	0.000	LF	1.00	0.00
RAISED MARKERS	24.000	0.000	EA	7.00	0.00
WARNING SIGN	1.000	0.000	EA	150.00	0.00
OBJECT MARKERS	4.000	0.000	EA	115.00	0.00
AGR LIMESTONE	3.000	0.000	TON	100.00	0.00
COMM FERTILIZER	2.250	0.000	TON	500.00	0.00
AMM NITRATE	1.500	0.000	TON	1600.00	0.00
SEEDING	3.000	0.000	AC	900.00	0.00
MULCH	6.000	0.000	TON	200.00	0.00
SOLID SODDING	100.000	0.000	SY	10.00	0.00
SILT FENCE	2000.000	2000.000	LF	3.50	7000.00
WATTLES 20"	120.000	0.000	LF	8.00	0.00
LOOSE RIPRAP 100#	50.000	0.000	TON	54.25	0.00

ESTIMATE NO. 5  
CONTRACTOR: TANNER CONSTRUCTION CO INC  
PROJECT: ERBR-STP/BR-0013(53)B

PAGE 2

DESCRIPTION	CONTRACT QUANTITY	ALLOWED TO DATE	UNIT	UNIT PRICE	AMOUNT
LOOSE RIPRAP	795.000	0.000	TON	54.25	0.00
TEST PILE	2.000	2.000	EA	9000.00	18000.00
LOAD TEST	0.000	0.000	EA	4000.00	0.00
14X89 STEEL PILING	2145.000	2145.000	LF	64.00	137280.00
16"PRE-FORMED HOLES	429.000	0.000	LF	101.90	0.00
BRIDGE CONCRETE	349.050	84.750	CY	1100.00	93225.00
40' PRE CONCRETE BEAM	954.000	795.000	LF	90.00	71550.00
80' PRE CONCRETE BEAM	319.000	319.000	LF	140.00	44660.00
REINFORCEMENT	69455.000	8832.000	LB	1.20	10598.40
CONCRETE RAILING	640.000	0.000	LF	53.00	0.00
LOOSE RIPRAP 300#	490.000	270.630	TON	54.25	14681.68
GEOT. FABRIC	907.000	125.000	SY	2.45	306.25

This Estimate Certified Correct:



CALVERT-SPRADLING ENGRS., INC.

TOTAL AMT INST TO DATE	732611.33
LESS 2.5 % RETAINAGE	18315.28

TOTAL AMT DUE TO DATE	714296.05
LESS PREV PAYMENTS	623652.34

AMT DUE THIS ESTIMATE	90643.71
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MISSISSIPPI DEPARTMENT OF TRANSPORTATION  
OFFICE OF STATE AID ROAD CONSTRUCTION  
JACKSON, MISSISSIPPI

CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS

Project No: ERBR-STP/BR-0013(53)B County: CLAY

Prime Contractor: TANNER CONSTRUCTION CO., INC.

Project Engineer: CALVERT-SPRADLING ENGINEERS, INC.

THIS IS TO CERTIFY THAT PAYMENT HAS BEEN MADE TO THE FOLLOWING SUBCONTRACTING FIRMS FOR THE AMOUNT INDICATED FOR WORK PERFORMED OR MATERIALS/SUPPLIES PURCHASED, ON THE REFERENCED PROJECT TO SATISFY THE DBE REQUIREMENTS. \*\*\* THIS REPORT IS SUBJECT TO AUDIT \*\*\*

Prime Contractor	Date of Payment	Amount Paid This Period	Total Paid to Date
DBE <input type="checkbox"/> Yes / <input type="checkbox"/> No			

DBE Firm (listed on OCR-481 to meet Project Goal)	Type of Firm	Date of Payment	Amount Paid This Period	Total Paid to Date	Amount of Retainage Withheld	Amount of Retainage Paid	Percent of Retainage Paid	% Sub-Contract Complete

DBE Firm (not listed on OCR-481 to meet Project Goal)	Type of Firm	Date of Payment	Amount Paid This Period	Total Paid to Date	Amount of Retainage Withheld	Amount of Retainage Paid	Percent of Retainage Paid	% Sub-Contract Complete
Simmons Erosion Control	C		\$0.00	\$7,093.92				13.35%
J. C. Cheek Contractors	C		\$0.00	\$0.00				
Mississippi Paving	C		\$0.00	\$0.00				

Non-DBE Firm	Type of Firm	Date of Payment	Amount Paid This Period	Total Paid to Date	Amount of Retainage Withheld	Amount of Retainage Paid	Percent of Retainage Paid	% Sub-Contract Complete
Traffic Maintenance Service	C		\$0.00	\$753.59				20.87%
A-1 Sealing, Inc.	C		\$0.00	\$0.00				
Southern Guard Rail	C		\$0.00	\$0.00				

Harry Mc Bee Submitted by  
Project Coordinator  
Total DBE Project Goal: 0%  
Date: 02/28/2020

\*\*\* INSTRUCTIONS \*\*\*

- 1. Contractor must submit this report for **EVERY PROJECT** each month to the Project Engineer.
- 2. If no payments are made this period, submit a negative or no change report to the Project Engineer.
- 3. The Project Engineer will attach a copy of the OCR-484 to the Monthly Estimate; Project Engineer will submit original to the Office of Civil Rights.
- 4. Progress estimates will be withheld if Contractor fails to submit OCR-484.
- 5. Type of firm is either (S) for Supplier, (C) for Contractor, (B) for Bonding, (M) for Miscellaneous, or (CS) for Consultant.

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

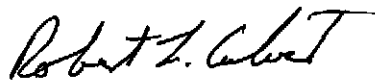
Invoice number 8660  
Date 02/28/2020

Project 217-157 CCBS - CARADINE-COUNTY  
LINE RD STP/BR-0013(53)B/ERBR-13(01)

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
01 Preliminary	77,640.68	100.00	77,640.68	77,640.68	0.00
03 Construction	155,281.36	46.00	62,112.54	71,429.42	9,316.88
Total	232,922.04	64.00	139,753.22	149,070.10	9,316.88

Invoice total 9,316.88

Approved by:



Robert L. Calvert

## EXPENDITURE REPORT #5

Clay County Board of Supervisors  
for  
Caradine-County Line Road ERBR-STP/BR-0013(53)B  
CSE# 217157

February 28, 2020

	THIS MONTH	TOTAL TO DATE	<u>BUDGET</u> ERBR ELIGIBLE	<u>BUDGET</u> ERBR NON-ELIGIBLE
Tanner Construction	90,643.71	714,296.05	1,552,813.60	
CONSTRUCTION	\$ 90,643.71	\$ 714,296.05	\$ 1,552,813.60	
Testing (Burns, Cooley, Dennis)			125.00	
Preliminary Engineering		77,640.68		77,640.68
Construction Engineering & Inspection	9,316.88	71,429.42	155,281.36	
TOTAL COST	\$ 99,960.59	\$ 863,366.15	\$ 1,708,219.96	\$ 77,640.68

## Funding:

ERBR ELIGIBLE	\$ 1,170,000.00
SAP ELIGIBLE ERBR	\$ 538,094.96
SAP NON-ELIGIBLE ERBR	\$ 77,640.68
TOTAL	\$ 1,785,735.64

Office of State Aid Road Construction

Mississippi Department of Transportation



Monthly Report of County Engineer

Project Number ERBR-STP/BR-0013(53)B County CLAY Date 2-29-20

Contractor Tanner Construction Co Inc From 2-01-20 , 20 to 2-29-20 20

1. ☒ Accompanying Current Estimate No. 5

2. ☐ No estimate is being submitted this month due to:

- ☐ Suspension- Of-Work for period of
- ☐ Insufficient work
- ☐ No work
- ☐

Check (X) above what is applicable, and when necessary to clarify state in detail the reasons.

47.18 % Complete 41.67 % Elapsed Time

DATES CURRENT MONTH		NUMBER OF DAYS		
		Current Month	Previously Reported	Total
Sundays: <u>2-2,9,16,23</u>	Holidays: <u>2-17</u>	5	21	26
Saturday Credit (Over 40 Hours):		5	16	21
Rain:		8	19	27
	<u>2-4,5,10,11,12,18,20,24</u>			
Highwater:				
Snow:				
Cold Weather:				
Wet Soil:		6	12	18
	<u>2-6,7,13,14,19,25</u>			
Delays by State (State Reasons):		0	4	4
Other Delays (State Reasons & Authority):				
Working Days Charged:				
	<u>2-3,21,26,27,28</u>	5	45	50
Totals		29	117	146

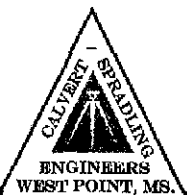
Contract Time..... 120 Working Days: Original 120 ; Approved Extension 0 ; Total 120

Remarks:

CC: Contractor

Certified Correct:

Robert L. Calvert  
County Engineer



**CALVERT-SPRADLING ENGINEERS, INC.**  
**CONSULTING ENGINEERS**  
**P.O. DRAWER 1078**  
**WEST POINT, MISSISSIPPI 39773**  
**PHONE - 662-494-7101**

**Date:** 2/28/2020  
**Job No.:** 217157  
**Attention:** Amy Berry  
**Reference:** ERBR-STP/BR-0013(53)B  
Caradine-County Line Road

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

**WE ARE SENDING YOU**

- ☒ Attached ☐ Under separate cover via \_\_\_\_\_ the following items:  
☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications  
☐ Copy of letter ☐ Change order

COPIES	DATE	NO.	DESCRIPTION
2			Tanner Construction Co. - Estimate #5 w/OCR 484-S
2			Monthly Report of County Engineer
2			Calvert-Spradling Engineers - Invoice #8660
1			Expenditure Report #5

**THESE ARE TRANSMITTED as checked below:**

- ☒ For approval ☐ Approved as submitted ☐ Resubmit \_\_\_\_\_ copies for approval  
☐ For your information ☐ Approved as noted ☐ Submit \_\_\_\_\_ copies for distribution  
☐ As requested ☐ Return for corrections ☐ Return \_\_\_\_\_ corrected prints  
☐ For review and comment ☐ For your files

**REMARKS:**

**SIGNED:**

*Robert L. Calvert*

Robert L. Calvert, P.E.

RLC:nkw  
Enclosures

cc: Tanner Construction (Contractor Est, Monthly Rpt)

**If enclosures are not as noted, kindly notify us at once at 662-494-7101.**

# EXHIBIT J

**R.B. DAVIS, Supervisor for District 3**  
**Clay County, Mississippi**  
**Post Office Box 815**  
**365 Court Street**  
**West Point, Mississippi 39773**  
**Telephone: (662) 494-3124**  
**Facsimile: (662) 495-2599**

---

ROADS TO BE RE-PAVED IN DISTRICT 3

<u>Name of Road</u>	<u>Miles</u>
Palestine & Mac Pate Road	1-1/2
Old Highway 10	2
Joe Myers Road	2
Mhoon Valley Road	2
Hopewell Road	1-1/2
Gates Road	1-1/4
Trulove Loop	1/4
Harper Road	1/4
Pruitt Road	1

# EXHIBIT K



RESOLUTION REQUESTING GOVERNOR TO PROCLAIM

A STATE OF EMERGENCY

WHEREAS, on Feb 21<sup>st</sup>, 2019, the Board of Supervisors (~~City Council~~) of the County of Clay found that due to the impact (or imminent threat) of Flooding (earthquake, flood, hazmat, hurricane, severe storm, other) a condition of extreme peril to life and property did exist in Clay County; and

WHEREAS, on March 5<sup>th</sup>, 2020, in accordance with State Law 33-15-17(d) the Board of Supervisors declared that an emergency does exist throughout said county; and

WHEREAS, it has now been found that local resources are unable to cope with the effects of said emergency;

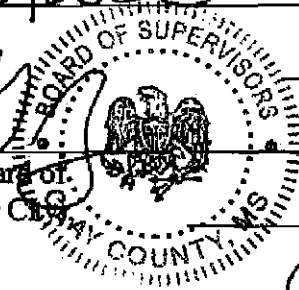
NOW, THEREFORE, IT IS HEREBY DECLARED AND ORDERED that a copy of this declaration be forwarded to the Governor of Mississippi with the request that he proclaim the County (City) of Clay to be in a State of Emergency; and

IT IS FURTHER RESOLVED that Torrey Williams, EMA Director (Person) (Title) is thereby designated as the authorized representative of the County (City) of Clay for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available State and Federal assistance.

DATE: 3/5/2020

ATTEST:

Clerk of the Board of Supervisors (or City) County of Clay State of Mississippi



[Signature]  
Mayor (Board President)

[Signature]  
Board Member

[Signature]  
Board Member

[Signature]  
Board Member

[Signature]  
Board Member

**PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY**  
(by City Council or County Board of Supervisors)

**WHEREAS,** Clay County the ~~City Council~~/or Board of Supervisors does hereby find that conditions of extreme peril to the safety of persons and property have arisen within said City /County, caused by Flooding

(Severe storm, tornado, damaging winds, flash flooding, river flooding

drought, wildland fire, structural fire, hail, hazardous material incident, epidemic, hurricane, earthquake, other)

commencing on or about \_\_\_\_\_ AM/PM on the \_\_\_\_\_ day of April, 2019; and

**WHEREAS,** the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED** that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency now exists throughout said City /County; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by the City Council / Board of Supervisors of the ~~City~~ / County of Clay, State of Mississippi.

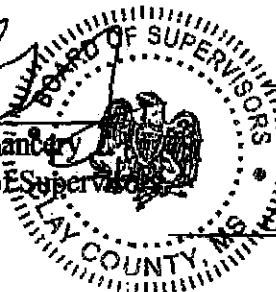
**IT IS FURTHER PROCLAIMED AND ORDERED** that all City / County agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the City / County Emergency Operations Plan.

**DATE:** 3/5/2020

[Signature]  
Mayor / President of Board of Supervisors

**ATTEST:**

[Signature]  
Clerk of City / County  
Clerk for Board of Supervisors



[Signature]  
Councilperson / Supervisor

[Signature]  
Councilperson / Supervisor

[Signature]  
Councilperson / Supervisor

[Signature]  
Councilperson / Supervisor

Clay  
City / or County, State of MS

RESOLUTION REQUESTING GOVERNOR TO PROCLAIM

A STATE OF EMERGENCY

WHEREAS, on April, 2019, the Board of Supervisors (City Council) of the County of Clay found that due to the impact (or imminent threat) of Flooding (earthquake, flood, hazmat, hurricane, severe storm, other) a condition of extreme peril to life and property did exist in Clay County; and

WHEREAS, on March 3<sup>rd</sup>, 2020, in accordance with State Law 33-15-17(d) the Board of Supervisors declared that an emergency does exist throughout said county; and

WHEREAS, it has now been found that local resources are unable to cope with the effects of said emergency;

NOW, THEREFORE, IT IS HEREBY DECLARED AND ORDERED that a copy of this declaration be forwarded to the Governor of Mississippi with the request that he proclaim the County (City) of Clay to be in a State of Emergency; and

IT IS FURTHER RESOLVED that Torrey Williams, EMA Director (Person) (Title) is thereby designated as the authorized representative of the County (City) of Clay for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available State and Federal assistance.

DATE: 3/5/2020

ATTEST:

Clerk of the Board of  
Supervisors (or City),  
County of Clay  
State of Mississippi

[Signature]  
Mayor (Board President)

[Signature]  
Board Member

[Signature]  
Board Member

[Signature]  
Board Member

[Signature]  
Board Member

**PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY**

(by City Council or County Board of Supervisors)

**WHEREAS,**

Clay County the ~~City Council~~ /or Board of Supervisors does hereby find that conditions of extreme peril to the safety of persons and property have arisen within said City/County, caused by Flooding

(Severe storm, tornado, damaging winds, flash flooding, river flooding

drought, wildland fire, structural fire, hail, hazardous material incident, epidemic, hurricane, earthquake, other)

commencing on or about 10 AM /PM on the 21 day of Feb, 2022; and

**WHEREAS,** the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED** that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency now exists throughout said City/County; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by the City Council / Board of Supervisors of the City/County of Clay, State of Mississippi.

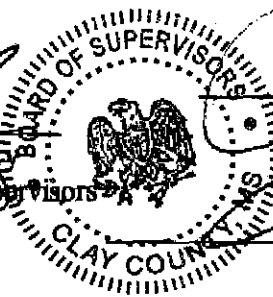
**IT IS FURTHER PROCLAIMED AND ORDERED** that all City / County agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the City / County Emergency Operations Plan.

DATE: 3/5/2022

[Signature]  
Mayor / President of Board of Supervisors

ATTEST:

[Signature]  
Clerk of City / Chancellor  
Clerk for Board of Supervisors



[Signature]  
Councilperson / Supervisor

[Signature]  
Councilperson / Supervisor

[Signature]  
Councilperson / Supervisor

[Signature]  
Councilperson / Supervisor

Clay  
City / or County, State of MS

**PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY**  
(by City Council or County Board of Supervisors)

**WHEREAS,** Clay County the City Council /or Board of Supervisors does hereby find that conditions of extreme peril to the safety of persons and property have arisen within said City /County, caused by Flooding

(Severe storm, tornado, damaging winds, flash flooding, river flooding

drought, wildland fire, structural fire, hail, hazardous material incident, epidemic, hurricane, earthquake, other)

commencing on or about 9 PM on the 10<sup>th</sup> day of January, 2020; and

**WHEREAS,** the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED** that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency now exists throughout said City /County; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by the City Council / Board of Supervisors of the City / County of Clay, State of Mississippi.

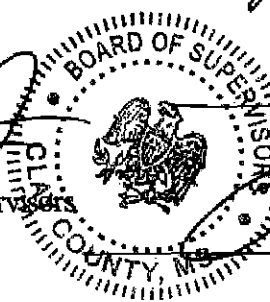
**IT IS FURTHER PROCLAIMED AND ORDERED** that all City / County agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the City / County Emergency Operations Plan.

DATE: 3/5/2020

[Signature]  
Mayor / President of Board of Supervisors

ATTEST:

[Signature]  
Clerk of City / Chartery  
Clerk for Board of Supervisors



[Signature]  
Councilperson / Supervisor

[Signature]  
Councilperson / Supervisor

[Signature]  
Councilperson / Supervisor

[Signature]  
Councilperson / Supervisor

Clay  
City / or County, State of MS

RESOLUTION REQUESTING GOVERNOR TO PROCLAIM

A STATE OF EMERGENCY

WHEREAS, on January 11<sup>th</sup>, 2020, the Board of Supervisors (City Council) of the County of Clay found that due to the impact (or imminent threat) of Flooding (earthquake, flood, hazmat, hurricane, severe storm, other) a condition of extreme peril to life and property did exist in Clay County; and

WHEREAS, on March 5<sup>th</sup>, 2020, in accordance with State Law 33-15-17(d) the Board of Supervisors declared that an emergency does exist throughout said county; and

WHEREAS, it has now been found that local resources are unable to cope with the effects of said emergency;

NOW, THEREFORE, IT IS HEREBY DECLARED AND ORDERED that a copy of this declaration be forwarded to the Governor of Mississippi with the request that he proclaim the County (City) of Clay to be in a State of Emergency; and

IT IS FURTHER RESOLVED that Torrey Williams, EMA Director (Person) (Title) is thereby designated as the authorized representative of the County (City) of Clay for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available State and Federal assistance.

DATE: 3/5/20  
ATTEST: [Signature]  
Clerk of the Board of Supervisors (or City),  
County of Clay  
State of Mississippi

[Signature] Mayor (Board President)  
[Signature] Board Member  
[Signature] Board Member  
[Signature] Board Member  
[Signature] Board Member

**PROCLAMATION OF EXISTENCE OF A LOCAL EMERGENCY**

(by City Council or County Board of Supervisors)

**WHEREAS,** Clay County the ~~City Council~~/or Board of Supervisors does hereby find that conditions of extreme peril to the safety of persons and property have arisen within said City/County, caused by Flooding

(Severe storm, tornado, damaging winds, flash flooding, river flooding

drought, wildland fire, structural fire, hail, hazardous material incident, epidemic, hurricane, earthquake, other)

commencing on or about 9 AM/PM on the 10<sup>th</sup> day of Feb, 2020; and

**WHEREAS,** the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency in order to provide for the health and safety of the citizens and the protection of their property within the affected jurisdiction;

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED** that in accordance with Section 33-15-17(d), Mississippi Code of 1972, as amended, a local emergency now exists throughout said City/County; and shall be reviewed every thirty (30) days until such local emergency is no longer in effect and proclaimed terminated by the City Council / Board of Supervisors of the ~~City~~ County of Clay, State of Mississippi.

**IT IS FURTHER PROCLAIMED AND ORDERED** that all City / County agencies and departments shall render all possible assistance and discharge their emergency responsibilities as set forth in the City / County Emergency Operations Plan.

**DATE:** 3/5/2020

[Signature]  
Mayor / President of Board of Supervisors

**ATTEST:** [Signature]

Clerk of City / Chancery  
Clerk for Board of Supervisors

[Signature]  
Councilperson / Supervisor

[Signature]  
Councilperson / Supervisor

[Signature]  
Councilperson / Supervisor

[Signature]  
Councilperson / Supervisor

Clay  
City / or County, State of MS

RESOLUTION REQUESTING GOVERNOR TO PROCLAIM

A STATE OF EMERGENCY

WHEREAS, on Feb 10<sup>th</sup>, 2020, the Board of Supervisors (City Council) of the County of Clay found that due to the impact (or imminent threat) of Flooding a condition of extreme peril (earthquake, flood, hazmat, hurricane, severe storm, other) to life and property did exist in Clay County; and

WHEREAS, on March 5<sup>th</sup>, 2020, in accordance with State Law 33-15-17(d) the Board of Supervisors declared that an emergency does exist throughout said county; and

WHEREAS, it has now been found that local resources are unable to cope with the effects of said emergency;

NOW, THEREFORE, IT IS HEREBY DECLARED AND ORDERED that a copy of this declaration be forwarded to the Governor of Mississippi with the request that he proclaim the County (City) of Clay to be in a State of Emergency; and

IT IS FURTHER RESOLVED that Torrey Williams, EMA Director (Person) (Title) is thereby designated as the authorized representative of the County (City) of

Clay for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain available State and Federal assistance.

DATE: 3/5/2020

ATTEST:

[Signature]  
Clerk of the Board of  
Supervisors (or City),  
County of:  
Clay  
State of Mississippi



[Signature] (Board President)

[Signature] Board Member

[Signature] Board Member

[Signature] Board Member

[Signature] Board Member



# EXHIBIT L



**West Point – Clay County  
Emergency Management Agency**

Post Office Box 1117  
417 E. Brame Avenue  
West Point, Mississippi 39773



***Torrey J Williams, Director***

(662) 494-2088 (Office) \* (662) 295-5278 (Cell) \* (662) 494-2105 (Fax)

[twilliams@wpnet.org](mailto:twilliams@wpnet.org)

## February 2020

### Rainfall

The amount of rainfall for the month was 16.50"

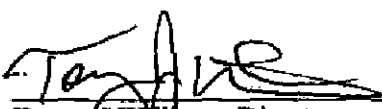
### Temperature

The average temperature for the month taken at 6:30 a.m. was 45 degrees.

<u>Vehicle</u>	<u>Mileage</u>
EMA 1	262,016
AMBU	In Shop

### Monthly Overview:

- Peco Meeting – Feb 3<sup>rd</sup>
- State EMA Meeting – Feb 4<sup>th</sup>
- FEMA Visit – Feb 4<sup>th</sup>
- Legislation Meeting – Feb 4<sup>th</sup>
- MyPi Presentation at High School – Feb 6<sup>th</sup>
- Community CPR – Feb 8<sup>th</sup>
- Flooding – Feb 10<sup>th</sup> – 14<sup>th</sup>
- Damage Assessments – Feb 15-17<sup>th</sup>
- Storm Spotter Class – Feb 18<sup>th</sup>
- Crisis Track Training – Feb 19<sup>th</sup>
- FEMA Visit – Feb 28<sup>th</sup>

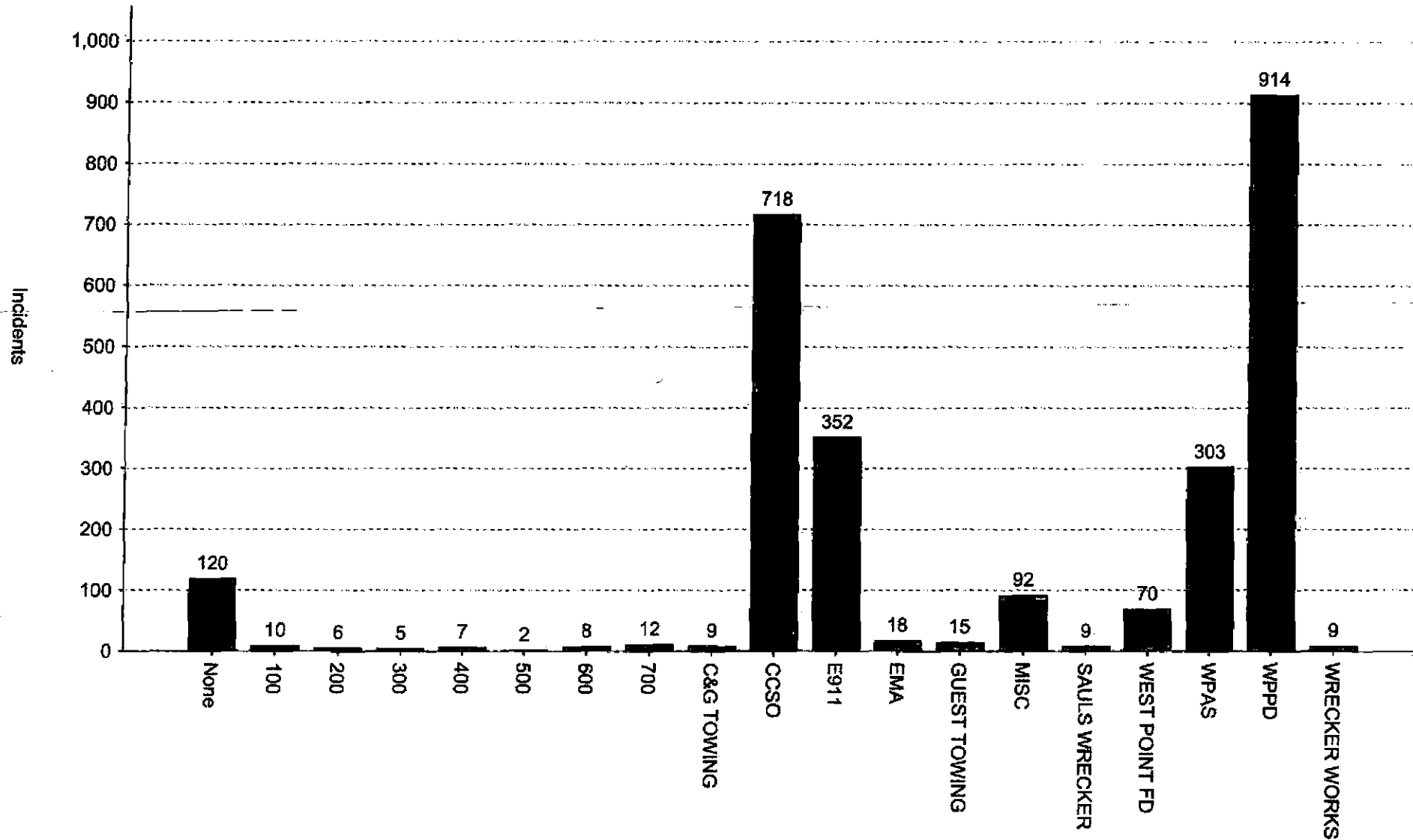
  
Torrey J Williams, Director  
West Point Clay County EMA



# CAD Statistics - Graph by Unit Org

Print Date: 04-Mar-20  
Print Time: 17:19:16 PM  
User Name: twilliams

Incidents Created From: 01-Feb-20 00:00:00 AM To: 29-Feb-20 23:59:59 PM





# Type Total Report

Print Date: 04-Mar-20  
Print Time: 15:19:59 PM  
User Name: twilliams

Incidents Created From: 01-Feb-20 00:00:00 AM To: 29-Feb-20 23:59:59 PM; Unit Org: Clay.LAW.CCSO; Unit(s): All; Source: All; Community: All

CCSO	911HANGUP	911 HANGUP	3
CCSO	911NODISPATCH	911 NO DISPATCH	2
CCSO	911OPENLINE	911 OPEN LINE	2
CCSO	ABANDONEDVEHICLE	ABANDONED VEHICLE	1
CCSO	ACC HIT&RUN	ACCIDENT HIT & RUN	1
CCSO	ACC NO INJURIES	ACCIDENT NO INJURIES	16
CCSO	ACC UNKNOWN INJURIES	ACCIDENT UNKNOWN INJURIES	6
CCSO	ACC WITH INJURIES	ACCIDENT WITH INJURIES	3
CCSO	ALARM BUSINESS	ALARM BUSINESS	1
CCSO	ALARM RESIDENTIAL	ALARM RESIDENTIAL	12
CCSO	AMB-BROKEN BONE	BROKEN BONE	1
CCSO	AMB-POSS MENTAL PATIENT	POSSIBLE MENTAL PATIENT	1
CCSO	AMB-UNRESPONSIVE BREATHING	UNRESPONSIVE BREATHING	1
CCSO	AMB-UNRESPONSIVE NOT BREATHING	UNRESPONSIVE NOT BREATHING	1
CCSO	ANIMAL BITE	ANIMAL BITE	3
CCSO	ANIMAL MISC	ANIMAL MISC	12
CCSO	ANIMAL NEAR ROAD	ANIMAL NEAR ROAD	5
CCSO	ANIMAL STRAY	ANIMAL STRAY	1
CCSO	ASSIST AGENCY	ASSIST OTH AGENCY	3
CCSO	ASSIST MOTORIST	ASSIST MOTORIST OR STRANDED MOTORIST	11
CCSO	BOLO	BOLO	5
CCSO	BUILDING CHECK	BUILDING CHECK	292
CCSO	BURGLARY DWELLING	BURGLARY DWELLING	1
CCSO	CARELESS DRIVING	CARELESS DRIVING	4
CCSO	CHILD RUN AWAY	CHILD RUN AWAY	1
CCSO	CIVIL MATTER	CIVIL MATTER	1



# Type Total Report

Print Date: 04-Mar-20  
Print Time: 15:19:59 PM  
User Name: twilliams

Incidents Created From: 01-Feb-20 00:00:00 AM To: 29-Feb-20 23:59:59 PM; Unit Org: Clay.LAW.CCSO; Unit(s): All; Source: All; Community: All

CCSO	CLEAR PARKING LOT	CLEAR PARKING LOT	1
CCSO	COMMITMENT ORDER	COMMITMENT ORDER	2
CCSO	CORONER NEEDED	CORONER NEEDED	6
CCSO	DISTURBANCE DOMESTIC	DISTURBANCE DOMESTIC	5
CCSO	DISTURBANCE MUSIC	DISTURBANCE MUSIC	2
CCSO	DISTURBANCE OTHER	DISTURBANCE OTHER	15
CCSO	DISTURBANCE WEAPON	DISTURBANCE WEAPON	1
CCSO	ESCORT FUNERAL	ESCORT FUNERAL	10
CCSO	ESCORT GENERAL	ESCORT GENERAL	6
CCSO	FIGHT UNKNOWN WEAPONS	FIGHT UNKNOWN WEAPONS	3
CCSO	FIGHT WITH WEAPONS	FIGHT WITH WEAPONS	1
CCSO	FRAUD SCAM	FRAUD SCAM	3
CCSO	GUNSHOTS HEARD	GUNSHOTS HEARD	5
CCSO	HARASSMENT	HARASSMENT	2
CCSO	HOUSE CHECK	HOUSE CHECK	1
CCSO	NCIC DL	NCIC DL	6
CCSO	NCIC OTHER	NCIC OTHER	3
CCSO	NCIC TAG	NCIC TAG	30
CCSO	OFFICER NEEDED	OFFICER NEEDED	24
CCSO	OFFICER NEEDS ASSIST	OFFICER NEEDS ASSIST	1
CCSO	RACING	RACING	3
CCSO	ROAD BLOCKED	ROAD BLOCKED OBJ IN ROAD	4
CCSO	ROBBERY	ROBBERY	1
CCSO	SAFETY CHECKPOINT	SAFETY CHECKPOINT DETAIL	3
CCSO	SERVING WARRANT	SERVING WARRANT	7
CCSO	SHOPLIFTING	SHOPLIFTING	1
CCSO	SICK PATIENT	SICK PATIENT	1

125



# Type Total Report

Print Date: 04-Mar-20  
Print Time: 15:19:59 PM  
User Name: twilliams

Incidents Created From: 01-Feb-20 00:00:00 AM To: 29-Feb-20 23:59:59 PM; Unit Org: Clay.LAW.CCSO; Unit(s): All; Source: All; Community: All

CCSO	STALKING	STALKING	1
CCSO	SUSPICIOUS ACTIVITY	SUSPICIOUS ACTIVITY	19
CCSO	SUSPICIOUS VEHICLE	SUSPICIOUS VEHICLE	12
CCSO	TAG LOG	TAG LOG	3
CCSO	THEFT	THEFT	3
CCSO	THEFT AUTO	THEFT AUTO	1
CCSO	THEFT PROPERTY	THEFT PROPERTY	3
CCSO	TRANSPORT	TRANSPORT	20
CCSO	TREE DOWN	TREE DOWN	2
CCSO	TRESPASSING	TRESPASSING	3
CCSO	TS	TRAFFIC STOP	100
CCSO	UNAUTHORIZE USE VEHICLE	UNAUTHORIZE USE VEHICLE	1
CCSO	VANDALISM BUSINESS	VANDALISM BUSINESS	1
CCSO	VANDALISM DWELLING	VANDALISM DWELLING	2
CCSO	VANDALISM OTHER	VANDALISM OTHER	2
CCSO	VEHICLE PURSUIT	VEHICLE PURSUIT CAR CHASE	2
CCSO	WEATHER INFO LOG	WEATHER INFO LOG	2
CCSO	WELFARE CHECK	WELFARE CHECK	3
CCSO	WIRES DOWN	WIRES DOWN	1

Type Count -CCSO: 718

Total Incidents: 718



# Type Total Report

Print Date: 04-Mar-20  
Print Time: 15:15:52 PM  
User Name: twilliams

Incidents Created From: 01-Feb-20 00:00:00 AM To: 29-Feb-20 23:59:59 PM; Unit Org: Clay.EMS.WPAS; Unit(s): All; Source: All; Community: All

WPAS	911NODISPATCH	911 NO DISPATCH	2
WPAS	ACC NO INJURIES	ACCIDENT NO INJURIES	3
WPAS	ACC UNKNOWN INJURIES	ACCIDENT UNKNOWN INJURIES	6
WPAS	ACC WITH INJURIES	ACCIDENT WITH INJURIES	6
WPAS	ALARM RESIDENTIAL	ALARM RESIDENTIAL	3
WPAS	AMB-ALARM MEDICAL	ALARM MEDICAL	5
WPAS	AMB-BACK PAIN	BACK PAIN	4
WPAS	AMB-BLEEDING	BLEEDING	6
WPAS	AMB-BREATHING PROBLEM	BREATHING PROBLEM	19
WPAS	AMB-BROKEN BONE	BROKEN BONE	2
WPAS	AMB-CHEST PAIN	CHEST PAIN	10
WPAS	AMB-CHILDBIRTH	CHILDBIRTH	3
WPAS	AMB-CHOKING	CHOKING	2
WPAS	AMB-DIABETIC PROBLEM	DIABETIC PROBLEM	8
WPAS	AMB-FALL	FALL	26
WPAS	AMB-HEADACHE	HEADACHE	2
WPAS	AMB-LIFT ASSIST	LIFT ASSIST	5
WPAS	AMB-POSS MENTAL PATIENT	POSSIBLE MENTAL PATIENT	4
WPAS	AMB-POSS SEIZURE	POSSIBLE SEIZURE	7
WPAS	AMB-POSS STROKE	POSSIBLE STROKE	8
WPAS	AMB-POSTING AT COUNTY LINE	POSTING AT COUNTY LINE	8
WPAS	AMB-TRANSFER IN COUNTY	AMB TRANSFER IN THE COUNTY	10
WPAS	AMB-TRANSFER OUT COUNTY	AMB TRANSFER OUT OF COUNTY	46
WPAS	AMB-UNRESPONSIVE BREATHING	UNRESPONSIVE BREATHING	9

For Official Use Only



# Type Total Report

Print Date: 04-Mar-20  
Print Time: 15:15:52 PM  
User Name: twilliams

Incidents Created From: 01-Feb-20 00:00:00 AM To: 29-Feb-20 23:59:59 PM; Unit Org: Clay.EMS.WPAS; Unit(s): All; Source: All; Community: All



WPAS	AMB-UNRESPONSIVE NOT BREATHING	UNRESPONSIVE NOT BREATHING	4
WPAS	ASSIST AGENCY	ASSIST OTH AGENCY	1
WPAS	CHILD RUN AWAY	CHILD RUN AWAY	1
WPAS	DISTURBANCE DOMESTIC	DISTURBANCE DOMESTIC	4
WPAS	DISTURBANCE OTHER	DISTURBANCE OTHER	1
WPAS	OFFICER NEEDED	OFFICER NEEDED	5
WPAS	OFFICER NEEDS ASSIST	OFFICER NEEDS ASSIST	1
WPAS	ROAD BLOCKED	ROAD BLOCKED OBJ IN ROAD	1
WPAS	SHOPLIFTING	SHOPLIFTING	1
WPAS	SICK PATIENT	SICK PATIENT	55
WPAS	SUICIDE ATTEMPTED	SUICIDE ATTEMPTED	1
WPAS	SUSPICIOUS ACTIVITY	SUSPICIOUS ACTIVITY	3
WPAS	SUSPICIOUS VEHICLE	SUSPICIOUS VEHICLE	1
WPAS	TRANSPORT	TRANSPORT	14
WPAS	TRESPASSING	TRESPASSING	2
WPAS	TS	TRAFFIC STOP	2
WPAS	WELFARE CHECK	WELFARE CHECK	2

Type Count -WPAS: 303

Total Incidents: 303

128





# Type Total Report

Print Date: 04-Mar-20  
Print Time: 14:39:33 PM  
User Name: twilliams

Incidents Created From: 01-Feb-20 00:00:00 AM To: 29-Feb-20 23:59:59 PM; Unit Org: Clay.LAW.WPPD; Unit(s): All; Source: All; Community: All

WPPD	911HANGUP	911 HANGUP	5
WPPD	911NODISPATCH	911 NO DISPATCH	5
WPPD	911OPENLINE	911 OPEN LINE	1
WPPD	ABANDONEDVEHICLE	ABANDONED VEHICLE	1
WPPD	ACC HIT&RUN	ACCIDENT HIT & RUN	5
WPPD	ACC NO INJURIES	ACCIDENT NO INJURIES	39
WPPD	ACC NON AUTO RELATED	ACCIDENT NON AUTO RELATED	3
WPPD	ACC UNKNOWN INJURIES	ACCIDENT UNKNOWN INJURIES	2
WPPD	ACC WITH INJURIES	ACCIDENT WITH INJURIES	4
WPPD	ALARM BUSINESS	ALARM BUSINESS	26
WPPD	ALARM FIRE	ALARM FIRE	1
WPPD	ALARM RESIDENTIAL	ALARM RESIDENTIAL	28
WPPD	ALARM SCHOOL	ALARM SCHOOL	1
WPPD	AMB-BLEEDING	BLEEDING	1
WPPD	AMB-DIABETIC PROBLEM	DIABETIC PROBLEM	1
WPPD	AMB-POSS MENTAL PATIENT	POSSIBLE MENTAL PATIENT	3
WPPD	AMB-TRANSFER OUT COUNTY	AMB TRANSFER OUT OF COUNTY	1
WPPD	AMB-UNRESPONSIVE NOT BREATHING	UNRESPONSIVE NOT BREATHING	2
WPPD	ANIMAL LOST STOLEN	ANIMAL LOST STOLEN	1
WPPD	ANIMAL MISC	ANIMAL MISC	25
WPPD	ANIMAL NEAR ROAD	ANIMAL NEAR ROAD	2
WPPD	ANIMAL STRAY	ANIMAL STRAY	14
WPPD	ASSIST AGENCY	ASSIST OTH AGENCY	3
WPPD	ASSIST MOTORIST	ASSIST MOTORIST OR STRANDED MOTORIST	20
WPPD	BOLO	BOLO	6
WPPD	BUILDING CHECK	BUILDING CHECK	55

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# Type Total Report

Print Date: 04-Mar-20  
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User Name: twilliams

Incidents Created From: 01-Feb-20 00:00:00 AM To: 29-Feb-20 23:59:59 PM; Unit Org: Clay.LAW.WPPD; Unit(s): All; Source: All; Community: All

WPPD	BURGLARY BUSINESS	BURGLARY BUSINESS	1
WPPD	BURGLARY DWELLING	BURGLARY DWELLING	2
WPPD	BURGLARY AUTO	BURGLARY FROM AN AUTO	2
WPPD	CARELESS DRIVING	CARELESS DRIVING	11
WPPD	CHILD RUN AWAY	CHILD RUN AWAY	1
WPPD	CIVIL MATTER	CIVIL MATTER	3
WPPD	CLEAR PARKING LOT	CLEAR PARKING LOT	9
WPPD	DISTURBANCE DOMESTIC	DISTURBANCE DOMESTIC	8
WPPD	DISTURBANCE MUSIC	DISTURBANCE MUSIC	2
WPPD	DISTURBANCE OTHER	DISTURBANCE OTHER	47
WPPD	DISTURBANCE WEAPON	DISTURBANCE WEAPON	1
WPPD	ESCORT BANK	ESCORT BANK	17
WPPD	ESCORT FUNERAL	ESCORT FUNERAL	11
WPPD	ESCORT GENERAL	ESCORT GENERAL	9
WPPD	FIGHT UNKNOWN WEAPONS	FIGHT UNKNOWN WEAPONS	10
WPPD	FIRE AUTO	FIRE AUTO	1
WPPD	FIRE DPT NO FIRE	FIRE DPT NEEDED NO FIRE	1
WPPD	FIRE DWELLING	FIRE DWELLING	2
WPPD	FIRE OTHER	FIRE OTHER	1
WPPD	FIREWORKS	FIREWORKS	1
WPPD	FRAUD SCAM	FRAUD SCAM	2
WPPD	FUEL SPILL	FUEL SPILL	1
WPPD	GUNSHOTS HEARD	GUNSHOTS HEARD	7
WPPD	HARASSMENT	HARASSMENT	8
WPPD	HOUSE CHECK	HOUSE CHECK	4
WPPD	LOST AND FOUND	LOST AND FOUND	1
WPPD	MISSING PERSON	MISSING PERSON	2

130



# Type Total Report

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WPPD	NCIC DL	NCIC DL	7
WPPD	NCIC OTHER	NCIC OTHER	2
WPPD	NCIC TAG	NCIC TAG	22
WPPD	OFFICER NEEDED	OFFICER NEEDED	106
WPPD	PARKING VIOLATION	PARKING VIOLATION	2
WPPD	RACING	RACING	2
WPPD	ROAD BLOCKED	ROAD BLOCKED OBJ IN ROAD	3
WPPD	ROBBERY	ROBBERY	1
WPPD	SAFETY CHECKPOINT	SAFETY CHECKPOINT DETAIL	2
WPPD	SCHOOL CROSSING DETAIL	SCHOOL CROSSING DETAIL	1
WPPD	SERVING WARRANT	SERVING WARRANT	14
WPPD	SHOPLIFTING	SHOPLIFTING	10
WPPD	SICK PATIENT	SICK PATIENT	4
WPPD	SUICIDE ATTEMPTED	SUICIDE ATTEMPTED	1
WPPD	SUSPICIOUS ACTIVITY	SUSPICIOUS ACTIVITY	54
WPPD	SUSPICIOUS VEHICLE	SUSPICIOUS VEHICLE	29
WPPD	TAG LOG	TAG LOG	6
WPPD	THEFT	THEFT	12
WPPD	THEFT PROPERTY	THEFT PROPERTY	1
WPPD	TRAFFIC LIGHT OUT	TRAFFIC LIGHT OUT	1
WPPD	TRANSPORT	TRANSPORT	1
WPPD	TREE DOWN	TREE DOWN	3
WPPD	TRESPASSING	TRESPASSING	2
WPPD	TS	TRAFFIC STOP	185
WPPD	UNAUTHORIZE USE VEHICLE	UNAUTHORIZE USE VEHICLE	2
WPPD	VANDALISM DWELLING	VANDALISM DWELLING	2
WPPD	VANDALISM OTHER	VANDALISM OTHER	1

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Incidents Created From: 01-Feb-20 00:00:00 AM To: 29-Feb-20 23:59:59 PM; Unit Org: Clay.LAW.WPPD; Unit(s): All; Source: All; Community: All

WPPD	VANDALISM VEHICLE	VANDALISM VEHICLE	3
WPPD	WATER DEPT NEEDED	WATER DEPT NEEDED	3
WPPD	WEATHER INFO LOG	WEATHER INFO LOG	1
WPPD	WELFARE CHECK	WELFARE CHECK	10
WPPD	WIRES DOWN	WIRES DOWN	1

Type Count -WPPD: 914

Total Incidents: 914