

**STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER
CITY OF PICAYUNE**

Be It Remembered that the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi, met at City Hall, 203 Goodyear Blvd., in said City, Tuesday, February 3, 2015, at 5:00 p.m. in regular session with the following officials present: Mayor Ed Pinero, Council Members Tammy Valente, Lynn Bumpers, Jan Stevens, Larry Breland and Wayne Gouguet, and City Manager Jim Luke and City Clerk Amber Hinton.

It Being Determined a quorum was present, the following proceedings were held.

Opening prayer was given by Father John Filken, followed by the Pledge of Allegiance led by Mayor Ed Pinero.

ORDER TO APPROVE MINUTES

Motion was made by Council Member Valente, seconded by Council Member Gouguet to approve the Minutes for the City of Picayune dated January 20, 2015.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Bumpers, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE RECEIPT OF MONTHLY BUDGET REPORT

Motion was made by Council Member Valente, seconded by Council Member Gouguet to acknowledge receipt of monthly budget report for the month of January 2015.

AF Statement of Activity - MTD and YTD with Budget
 City of Picayune
 For 1/30/2015

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
351-000-232.14-000-000 FAA-REHABILITATE RUNWAY	500,000	0	0	166,667	(166,667)	0
351-000-341.01-000-000 RENT T-HANGARS	78,660	7,350	60,775	26,220	34,555	77
351-000-341.02-000-000 GROUND LEASES	12,480	2,700	9,600	4,160	5,440	77
351-000-374.00-000-000 FUEL SALES	4,000	178	1,254	1,333	(79)	31
Total Revenues	595,140	10,228	71,629	198,380	(126,751)	12
Expenditures						
Airport Expenses						
PERSONNEL	57,868	4,096	16,344	19,290	2,946	28
SUPPLIES	6,300	28	411	2,100	1,669	7
OUTSIDE SERVICES	55,756	1,728	26,895	18,587	(8,308)	48
CAPITAL OUTLAY	0	0	0	(366,667)	(366,667)	0
Total Airport Expenses	119,924	5,852	43,650	(326,690)	(370,340)	36
Total Expenditures	119,924	5,852	43,650	(326,690)	(370,340)	36
Excess Revenue Over (Under) Expenditures	475,216	4,376	27,979	525,070	243,589	6

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CF Statement of Activity - MTD and YTD with Budget
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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
406-000-211.00-000-000 RECORDING FEES	0	24	143	0	143	0
406-000-340.00-000-000 INTEREST INCOME	200	0	76	67	9	38
406-000-355.00-000-000 MISCELLANEOUS INCOME	350	0	0	117	(117)	0
406-000-380.01-000-000 TRANSFER FROM GENERAL FUND	69,000	5,750	23,000	23,000	0	33
406-000-392.00-000-000 SALE OF LOTS	20,000	695	5,928	6,667	(741)	30
Total Revenues	89,550	6,469	29,145	29,851	(706)	33
Expenditures						
Cemetery Expenses						
PERSONNEL	76,355	2,675	12,347	25,452	13,105	16
SUPPLIES	7,987	294	1,270	2,662	1,392	16
OUTSIDE SERVICES	3,300	91	1,321	1,100	(221)	40
Total Cemetery Expenses	87,642	3,060	14,938	29,214	14,276	17
Total Expenditures	87,642	3,060	14,938	29,214	14,276	17
Excess Revenue Over (Under) Expenditures	1,908	3,409	14,207	637	(14,982)	745

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**ED Statement of Activity - MTD and YTD with Budget
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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
110-043-340.00-000-000 INTEREST INCOME - FARMER FRESH	250	0	294	83	211	117
110-043-340.01-000-000 INTEREST INCOME - FARMER FRESH	0	1,362	5,475	0	5,475	0
110-043-341.00-000-000 RENT	67,875	0	0	22,625	(22,625)	0
110-402-260.00-000-000 SALES TAX-TOURISM	415,000	35,423	138,517	138,333	184	33
110-402-314.00-000-000 PARK BLDG RENTAL FEES	2,500	110	580	833	(253)	23
110-402-314.03-000-000 PARK FIELD RENTAL FEES	1,138	0	1,100	379	721	97
110-402-314.06-000-000 PARK TOURNAMENT FEES	550	500	500	183	317	91
110-402-314.07-000-000 PARK CONCESSION REVENUE	100	0	0	33	(33)	0
110-402-340.00-000-000 INTEREST INCOME-TOURISM IMPROVEMENTS	280	0	41	83	(42)	16
110-402-346.01-000-000 PARK FUNDRAISER	0	0	1,000	0	1,000	0
Total Revenues	104,500	0	147,507	34,833	(34,833)	0
Expenditures						
110-402-380.00-000-000 TRANSFER FROM OTHER FUNDS	592,163	37,395	147,507	197,385	(49,878)	25
Sale of Lots Expenses						
OUTSIDE SERVICES	5,000	380	1,520	1,667	147	30
CAPITAL OUTLAY	100,001	0	73,278	100,001	26,723	73
Total Sale of Lots Expenses	105,001	380	74,798	101,668	26,870	71
Recreation Expenses						
PERSONNEL	124,465	9,404	37,015	41,488	4,473	30
SUPPLIES	45,000	636	9,024	15,001	5,977	20
OUTSIDE SERVICES	140,947	6,276	32,371	46,983	14,612	23
CAPITAL OUTLAY	3,891	657	1,841	3,891	2,051	47
Total Recreation Expenses	314,303	16,973	80,251	107,363	27,113	26
Retirement/Development Expenses						
Total Expenditures	419,304	17,353	155,049	209,031	53,983	37
Excess Revenue Over (Under) Expenditures	172,859	20,042	(7,542)	(11,646)	(103,861)	(4)

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REGULAR MEETING FEBRUARY 3, 2015

GF Statement of Activity - MTD and YTD with Budget
City of Picayune
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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
001-000-200.00-000-000 AD VALOREM TAXES-CURRENT	1,290,836	404,831	432,973	430,279	2,694	34
001-000-201.00-000-000 AUTO AND MOBILE HOME	226,443	20,741	67,020	75,481	(8,461)	30
001-000-202.00-000-000 PERSONAL TAXES	366,947	32,026	66,870	122,316	(55,446)	18
001-000-203.00-000-000 AD VALOREM-DELINQUENT	1,000	0	0	333	(333)	0
001-000-210.00-000-000 PENALTIES & INTEREST	24,588	452	2,333	8,196	(5,863)	9
001-000-214.00-000-000 TAX COLLECTION COSTS	65,133	16,306	18,965	21,711	(2,746)	29
001-000-220.00-000-000 PRIVILEGE LICENSES	37,654	328	5,078	12,551	(7,473)	13
001-000-221.00-000-000 LIQUOR PRIVILEGE TAX	3,825	0	1,800	1,275	525	47
001-000-222.00-000-000 FRANCHISE CHARGES-UTILITIES	662,686	29,121	222,561	220,895	1,666	34
001-000-223.00-000-000 BUILDING PERMITS	55,000	4,943	26,956	18,333	8,623	49
001-000-223.00-000-000 PLANNING/ZONING APPLICATIONS	8,000	0	0	2,667	(2,667)	0
001-000-224.00-000-000 LOT CLEAN UP	20,000	8,847	8,847	6,667	2,180	44
001-000-225.00-000-000 SPECIAL USE RESORT ZONING PERMITS	0	0	(39,000)	0	(39,000)	0
001-000-241.00-000-000 FEDERAL PAYMENT IN LIEU OF	27,500	0	0	9,167	(9,167)	0
001-000-245.01-000-000 STATE WIRELESS FUND	8,657	8,657	8,657	2,886	5,771	100
001-000-250.00-000-000 MUNICIPAL-STATE AID	17,500	4,383	9,807	5,833	3,974	56
001-000-251.00-000-000 HOMESTEAD EXEMPTION REIMB.	150,000	0	0	50,000	(50,000)	0
001-000-260.00-000-000 GENERAL SALES TAX	4,170,045	365,336	1,479,273	1,390,015	89,258	35
001-000-262.01-000-000 MUN. FIRE REBATE FUND - FOR LTD	56,136	0	0	18,712	(18,712)	0
001-000-262.02-000-000 1/4 MILL LEVY FIRE PROTECTION	19,987	4,912	5,719	6,662	(943)	29
001-000-262.03-000-000 MUN. FIRE REBATE FUNDS-FOR CODE	1,831	0	0	610	(610)	0
001-000-263.00-000-000 POLICE MINIMUM STANDARDS	15,000	7,200	7,200	5,000	2,200	48
001-000-271.00-000-000 ROAD & BRIDGE TAXES	220,000	54,708	63,932	73,333	(9,401)	29
001-000-276.00-000-000 SCHOOL PATROL	120,686	0	111,522	40,232	71,290	92
001-000-289.00-000-000 MUN COURT WARRANT OFFICER	13,000	222	2,735	4,333	(1,598)	21
001-000-330.00-000-000 COURT FINES & FEES	303,000	4,426	66,033	101,000	(34,967)	22
001-000-334.00-000-000 SPECIAL POLICE SERVICE	22,500	1,360	7,867	7,500	367	35
001-000-335.00-000-000 POLICE EQUIP ASSESSMENTS	2,000	76	276	667	(391)	14
001-000-336.02-000-000 COURT EQUIPMENT	0	0	20	0	20	0
001-000-336.05-000-000 COLLECTION FEE	100	18	161	33	128	161
001-000-336.10-000-000 MUNICIPAL COURT EVIDENCE	10,200	211	2,656	3,400	(744)	26
001-000-340.00-000-000 INTEREST EARNED	20,000	0	2,527	6,667	(4,140)	13
001-000-355.00-000-000 MISCELLANEOUS INCOME	14,000	35	4,161	4,667	(506)	30
001-000-380.07-000-000 TRANSFER FROM CAPITAL PROJECTS FUND	80,879	0	17,000	26,980	(9,980)	21
001-000-393.04-000-000 SALE OF SCRAP METAL-MAINTENANCE	0	0	184	0	184	0
Total Revenues	8,035,143	969,139	2,604,133	2,678,381	(74,248)	32
Expenditures						
Municipal Council Expenses						
PERSONNEL	67,163	5,073	19,792	22,388	2,596	29
SUPPLIES	500	0	500	167	(333)	100

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	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Financial Report						
OUTSIDE SERVICES	54,750	3,738	22,613	18,251	(4,362)	41
CAPITAL OUTLAY	1,449	0	1,449	1,449	0	100
Total Municipal Council Expenses	123,862	8,811	44,354	42,255	(2,099)	36
Municipal Court Expenses						
PERSONNEL	268,606	19,440	80,092	89,535	9,443	30
SUPPLIES	4,250	819	1,089	1,416	327	26
OUTSIDE SERVICES	68,125	5,900	24,170	22,709	(1,461)	35
Total Municipal Court Expenses	340,981	26,159	105,351	113,660	8,309	31
City Attorney Expenses						
PERSONNEL	19,616	742	2,887	6,539	3,652	15
OUTSIDE SERVICES	20,000	1,675	4,759	6,667	1,908	24
Total City Attorney Expenses	39,616	2,417	7,646	13,206	5,560	19
City Manager Expenses						
PERSONNEL	98,290	7,580	30,034	32,763	2,729	31
SUPPLIES	6,000	41	676	2,001	1,325	11
OUTSIDE SERVICES	15,300	551	2,451	5,101	2,650	16
Total City Manager Expenses	119,590	8,172	33,161	39,865	6,704	28
General Services Expenses						
PERSONNEL	17,307	1,323	5,149	5,768	619	30
SUPPLIES	7,700	276	1,276	2,567	1,291	17
OUTSIDE SERVICES	200,173	4,443	137,151	66,725	(70,406)	69
Total General Services Expenses	225,180	6,042	143,556	75,060	(68,496)	64
Financial Expenses						
PERSONNEL	141,525	10,944	43,273	47,175	3,902	31
SUPPLIES	7,500	315	985	2,500	1,515	13
OUTSIDE SERVICES	69,625	2,604	15,231	23,209	7,978	22
Total Financial Expenses	218,650	13,863	59,489	72,884	13,395	27
Grant Expenses						
PERSONNEL	20,793	1,611	6,340	6,932	592	30
SUPPLIES	4,000	217	360	1,333	973	9
OUTSIDE SERVICES	7,950	128	2,983	3,316	333	38
Total Grant Expenses	32,743	1,956	9,683	11,581	1,898	30
Code Enforcement Expenses						
PERSONNEL	150,905	11,798	46,572	50,302	3,730	31
SUPPLIES	4,300	54	1,084	1,433	349	25
OUTSIDE SERVICES	41,850	3,988	21,674	13,883	(7,791)	52
Total Code Enforcement Expenses	196,855	15,850	69,330	65,618	(3,712)	35
Police Administration Expenses						
PERSONNEL	126,602	9,915	39,890	42,200	2,310	32
SUPPLIES	7,500	0	1,081	2,500	1,419	14
OUTSIDE SERVICES	56,025	3,194	16,261	18,675	2,414	29
CAPITAL OUTLAY	8,657	0	0	2,886	2,886	0

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**GF Statement of Activity - MTD and YTD with Budget
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	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Financial Report						
Total Police Administration Expenses	198,784	13,109	57,232	66,261	9,029	29
<u>Patrol & Investigations Expenses</u>						
PERSONNEL	1,398,337	107,475	422,552	466,112	43,560	30
SUPPLIES	136,750	6,646	31,532	45,583	14,051	23
OUTSIDE SERVICES	100,906	5,859	29,969	33,635	3,666	30
Total Patrol & Investigations Expenses	1,635,993	119,980	484,053	545,330	61,277	30
<u>Domestic Violence Grant Expenses</u>						
SUPPLIES	1,000	0	0	333	333	0
Total Domestic Violence Grant Expenses	1,000	0	0	333	333	0
<u>Custody of Prisoners Expenses</u>						
PERSONNEL	170,227	12,916	46,043	56,742	10,699	27
SUPPLIES	61,500	2,781	12,487	20,499	8,012	20
OUTSIDE SERVICES	53,500	15,957	16,803	43,167	26,364	31
Total Custody of Prisoners Expenses	285,227	31,654	75,333	120,408	45,075	26
<u>Alcohol Countermeasures Grant Expenses</u>						
<u>Records & Communications Expenses</u>						
PERSONNEL	357,332	29,213	111,213	119,111	7,898	31
SUPPLIES	6,500	0	0	2,166	2,166	0
OUTSIDE SERVICES	20,300	270	9,624	6,766	(2,858)	47
Total Records & Communications Expenses	384,132	29,483	120,837	128,043	7,206	31
<u>School Patrol Expenses</u>						
PERSONNEL	173,763	13,428	53,613	57,922	4,309	31
SUPPLIES	6,000	801	2,827	2,000	(827)	47
OUTSIDE SERVICES	3,750	212	909	1,250	341	24
Total School Patrol Expenses	183,513	14,441	57,349	61,172	3,823	31
<u>Animal Control Expenses</u>						
PERSONNEL	30,601	2,365	9,281	10,200	919	30
SUPPLIES	2,780	89	931	926	(5)	33
OUTSIDE SERVICES	42,650	3,425	17,799	10,884	(6,915)	42
Total Animal Control Expenses	76,031	5,879	28,011	22,010	(6,001)	37
<u>Fire Department Expenses</u>						
PERSONNEL	2,006,143	166,548	626,561	668,713	42,152	31
SUPPLIES	54,600	1,485	9,859	18,200	8,341	18
OUTSIDE SERVICES	82,889	12,234	33,441	27,629	(5,812)	40
Total Fire Department Expenses	2,143,632	180,267	669,861	714,542	44,681	31
<u>Streets & Drainage Expenses</u>						
PERSONNEL	328,630	26,873	101,625	109,543	7,918	31
SUPPLIES	169,105	7,896	41,518	56,369	14,851	25
OUTSIDE SERVICES	302,050	25,823	106,828	100,683	(6,145)	35
CAPITAL OUTLAY	49,500	45,640	41,640	49,500	7,860	84
Total Streets & Drainage Expenses	849,285	106,232	291,611	316,095	24,484	34

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**GF Statement of Activity - MTD and YTD with Budget
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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Grounds & Beautification Expenses						
PERSONNEL	344,870	18,866	100,669	114,956	14,287	29
SUPPLIES	94,844	2,823	17,678	31,616	13,938	19
OUTSIDE SERVICES	20,950	953	7,002	6,983	(19)	33
Total Grounds & Beautification Expenses	460,664	22,642	125,349	153,555	28,206	27
Equipment Maintenance Expenses						
PERSONNEL	46,331	2,486	9,873	15,444	5,571	21
SUPPLIES	14,110	304	916	4,703	3,787	6
OUTSIDE SERVICES	10,300	607	2,375	3,434	1,059	23
CAPITAL OUTLAY	184	0	184	184	0	100
Total Equipment Maintenance Expenses	70,925	3,397	13,348	23,765	10,417	19
Transfers Expenses						
OUTSIDE SERVICES	433,318	5,750	23,000	144,440	121,440	5
Total Transfers Expenses	433,318	5,750	23,000	144,440	121,440	5
Aid to Other Govts Expenses						
OUTSIDE SERVICES	19,280	1,607	6,427	6,427	0	33
Total Aid to Other Govts Expenses	19,280	1,607	6,427	6,427	0	33
Total Expenditures	8,039,261	617,711	2,424,981	2,736,510	311,529	30
Excess Revenue Over (Under) Expenditures	(4,118)	351,428	179,152	(58,129)	(385,777)	4,350

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UF Statement of Activity - MTD and YTD with Budget
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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Revenues						
405-000-340.00-000-000 INTEREST INCOME	7,500	0	1,732	2,500	(768)	23
405-000-340.04-000-000 2013 REVENUE BOND INTEREST EARNED	2,640	0	476	680	(404)	18
405-000-351.02-000-000 MISC TAP INCOME	25,000	0	9,050	8,333	717	36
405-000-352.00-000-000 PRCUA BILLING/AMR PAYMENTS	54,000	4,629	18,502	18,000	502	34
405-000-355.00-000-000 MISC INCOME	112,000	5,996	27,407	37,333	(9,926)	24
405-000-355.01-000-000 MISC INCOME BAGS	4,000	248	1,028	1,333	(305)	26
405-000-360.01-000-000 METERED SALES WATER	1,721,138	128,826	518,651	573,713	(55,062)	30
405-000-360.02-000-000 METERED SALES GAS	2,235,400	278,004	1,089,431	745,133	343,298	49
405-000-362.00-000-000 SERVICE CONNECTION CHARGES	2,000	75	511	667	(156)	26
405-000-364.00-000-000 UTILITY LATE CHARGES	145,000	14,167	52,250	48,333	3,917	36
405-000-365.00-000-000 GARBAGE REVENUE	915,000	81,455	328,856	305,000	21,856	36
405-000-383.02-000-000 SALE OF EQUIPMENT & MACHINERY	0	0	22,172	0	22,172	0
Total Revenues	5,223,678	513,400	2,067,066	1,741,225	325,841	40
Expenditures						
Intrafund Transfers Expenses						
TRANSFERS	100,000	8,333	33,333	33,333	0	33
Total Intrafund Transfers Expenses	100,000	8,333	33,333	33,333	0	33
Utility Administration Expenses						
PERSONNEL	564,707	45,665	180,276	188,236	7,960	32
SUPPLIES	29,000	180	3,429	9,666	6,237	12
OUTSIDE SERVICES	185,250	10,399	72,015	61,750	(10,265)	39
Total Utility Administration Expenses	778,957	56,244	255,720	259,652	3,932	33
Director of Public Works Expenses						
PERSONNEL	159,997	12,574	49,671	53,333	3,662	31
SUPPLIES	16,616	94	2,002	5,949	3,947	12
OUTSIDE SERVICES	72,915	9,327	23,703	19,838	(3,865)	33
CAPITAL OUTLAY	31,075	1,663	8,318	29,742	21,424	27
Total Director of Public Works Expenses	280,603	23,658	83,694	108,862	25,168	30
Water Regulations Expenses						
PERSONNEL	44,627	6,070	18,495	14,876	(3,619)	41
SUPPLIES	39,950	4,621	10,954	13,318	2,364	27
OUTSIDE SERVICES	6,608	851	2,467	2,203	(264)	37
Total Water Regulations Expenses	91,185	11,542	31,916	30,397	(1,519)	35
Well and Pump Maintenance Expenses						
SUPPLIES	18,975	2,393	3,293	6,325	3,032	17
OUTSIDE SERVICES	94,582	7,485	26,096	31,528	5,432	28
Total Well and Pump Maintenance Expenses	113,557	9,878	29,389	37,853	8,464	26

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Financial Report	Annual Budget	M-T-D Actual	Y-T-D Actual + Encumbrances	Y-T-D Budget	Variance	Percent YTD
Sewer Construction Expenses						
Utility Construction Expenses						
PERSONNEL	200,877	13,121	52,432	85,545	33,113	26
SUPPLIES	40,135	3,268	14,916	13,378	(1,538)	37
OUTSIDE SERVICES	30,630	96	5,373	10,209	4,836	18
Total Utility Construction Expenses	271,642	16,485	72,721	109,132	36,411	27
Water Operations Expenses						
PERSONNEL	311,668	20,346	71,976	94,597	22,620	23
SUPPLIES	139,025	13,675	63,953	46,342	(17,611)	46
OUTSIDE SERVICES	20,350	552	13,532	6,783	(6,749)	67
CAPITAL OUTLAY	163,856	0	0	67,952	67,952	0
Total Water Operations Expenses	634,899	34,573	149,461	215,674	66,212	24
Gas Operations Expenses						
PERSONNEL	227,433	27,564	90,944	66,519	(24,425)	40
SUPPLIES	1,436,600	174,821	687,769	478,866	(208,903)	48
OUTSIDE SERVICES	80,300	4,232	30,624	26,767	(3,857)	38
CAPITAL OUTLAY	2,407,670	117,475	684,099	802,557	118,458	28
Total Gas Operations Expenses	4,152,003	324,092	1,493,436	1,374,709	(118,727)	36
Garbage Expenses						
GARBAGE EXPENSES	810,000	72,469	289,832	270,000	(19,832)	36
Total Garbage Expenses	810,000	72,469	289,832	270,000	(19,832)	36
Loan Interest Expenses						
INTEREST EXPENSE	87,957	3,575	17,556	29,319	11,763	20
Total Loan Interest Expenses	87,957	3,575	17,556	29,319	11,763	20
Total Expenditures	7,320,803	560,849	2,457,058	2,466,931	11,872	34
Excess Revenue Over (Under) Expenditures	(2,097,125)	(47,449)	(389,992)	(727,706)	313,969	(19)

The following roll call was made:

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VOTING YEA: Mayor Ed Pinero, Council Members Valente, Bumpers, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

**ACKNOWLEDGE COMPLETION OF CERTIFIED MUNICIPAL OFFICIALS COURSE
BY LARRY E BRELAND, SR**

Motion was made by Council Member Valente, seconded by Council Member Gouguet to acknowledge receipt of completion of the 3rd level of the Certified Municipal Officials Course in Professional Development from the Mississippi Municipal League by Larry E. Breland, Sr.

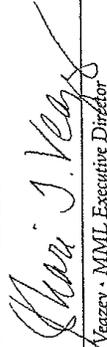
Certified Municipal Officials Course
Professional Development

Councilman Larry E. Breland, Sr.
City of Picayune

CERTIFIED MUNICIPAL OFFICIAL



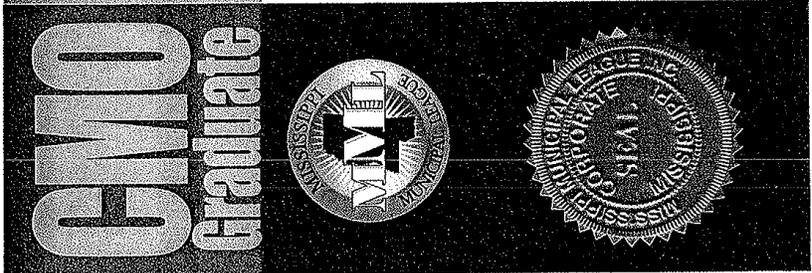
Mayor Alton Shaw • MML President 2014-2015



Shari T. Veazey • MML Executive Director

November 6, 2014

Date



The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Bumpers, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ORDER TO APPROVE DOCKET

Motion was made by Council Member Stevens, seconded by Council Member Valente to approve the docket for February 3, 2015 in the amount of \$763,358.26.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Bumpers, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE COAST ELECTRIC TO USE PROPERTY FOR PARKING DURING EMERGENCY SITUATIONS

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers approve request from Coast Electric for the use of the acreage west of Farmer Fresh Produce building and north of Martin Luther King and any unsold or vacant lots in the Industrial Park directly south of the Southeastern Fresh property during emergency situations for the use of parking truck and storing materials.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Bumpers, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE INSTALLATION OF A SPLASH PAD AT FRIENDSHIP PARK

Motion was made by Council Member Stevens, seconded by Council Member Valente to authorize installation of a Splash pad at Friendship Park, which will be paid for with funds raised by Partners for Pearl River County.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Bumpers, Stevens, Breland and Gouquet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPOINT SELECTION COMMITTEE FOR CDBG FY 2015

Motion was made by Council Member Breland, seconded by Council Member Stevens to appoint Harvey Miller, Amber Hinton and Diane Miller as selection committee to review and rate the proposals from qualified administrators and engineers for CDBG FY 2015.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Bumpers, Stevens, Breland and Gouquet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVAL REQUEST TO SUBMIT GRANT APPLICATION TO C SPIRE

Motion was made by Council Member Valente, seconded by Council Member Gouguet to approve request to submit grant request from C Spire for additional components in Crosby Commons Park.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Bumpers, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT RELEASE AGREEMENT FROM PICAYUNE SCHOOL DISTRICT

Motion was made by Council Member Breland, seconded by Council Member Valente to accept Release Agreement from Picayune School District that capture city employees during the filming of a video for the purpose of the "Drainage Camera Project" previously approved at the January 6, 2015 council meeting.



Release Agreement

This RELEASE AGREEMENT shall confirm that you (the "Individual"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, have granted permission to Samsung Electronics America, Inc. ("Producer") and its successors, assignees and licensees to record and/or use Individual's name, image, voice and/or likeness as such name, image, voice and/or likeness ("Name and/or Likeness") appears in various promotional, educational, commercial and informational programs (collectively the "Production") and in, and in connection with, advertising, publicizing, exhibiting and exploiting the Production and other associated programs, in whole or in part, by any and all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe. Individual hereby acknowledges that Producer shall have no obligation to utilize Individual's Name and/or Likeness in the Production or other associated programs.

Individual hereby release Producer, its successors, assignees and licensees from any and all claims and demands arising out of or in connection with such use including, without limitation, any and all claims for invasion of privacy, infringement of your right of publicity, defamation (including libel and slander) and any other personal and/or property rights. In no event may Individual terminate the rights granted hereunder, or seek or obtain injunctive relief or other equitable relief with respect to the rights granted hereunder or the Series.

This Release Agreement shall also serve to confirm that Individual has the authority to grant to Producer the right to use Individual's Name and/or Likeness and that Producer's exercise of such rights shall not violate or infringe any rights of any third party. Individual understands that Producer has been induced to proceed with the production, distribution and exploitation of the Production in reliance upon this Release Agreement.

ACCEPTED AND AGREED TO:

"Individual"

Name: ERIC MORRIS (Please print)

Signature: *Eric Morris*

Address: 226 Ozona Rd.

City: Carriere State: Ms. Zip code: 39426

E-Mail: EMORRIS@pleasure.ms.us

Date: 01/27/2015

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Release Agreement

This RELEASE AGREEMENT shall confirm that you (the "Individual"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, have granted permission to Samsung Electronics America, Inc. ("Producer") and its successors, assignees and licensees to record and/or use Individual's name, image, voice and/or likeness as such name, image, voice and/or likeness ("Name and/or Likeness") appears in various promotional, educational, commercial and informational programs (collectively the "Production") and in, and in connection with, advertising, publicizing, exhibiting and exploiting the Production and other associated programs, in whole or in part, by any and all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe. Individual hereby acknowledges that Producer shall have no obligation to utilize Individual's Name and/or Likeness in the Production or other associated programs.

Individual hereby release Producer, its successors, assignees and licensees from any and all claims and demands arising out of or in connection with such use including, without limitation, any and all claims for invasion of privacy, infringement of your right of publicity, defamation (including libel and slander) and any other personal and/or property rights. In no event may Individual terminate the rights granted hereunder, or seek or obtain injunctive relief or other equitable relief with respect to the rights granted hereunder or the Series.

This Release Agreement shall also serve to confirm that Individual has the authority to grant to Producer the right to use Individual's Name and/or Likeness and that Producer's exercise of such rights shall not violate or infringe any rights of any third party. Individual understands that Producer has been induced to proceed with the production, distribution and exploitation of the Production in reliance upon this Release Agreement.

ACCEPTED AND AGREED TO:

"Individual"

Name: Tommy Allen Hast (Please print)

Signature: Tommy Hast

Address: 29 Pointe Cr. Dr.

City: Carriere State: MS Zip code: 39426

E-Mail: batderby@yahoo.com

Date: 1/27/2015



Release Agreement

This RELEASE AGREEMENT shall confirm that you (the "Individual"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, have granted permission to Samsung Electronics America, Inc. ("Producer") and its successors, assignees and licensees to record and/or use Individual's name, image, voice and/or likeness as such name, image, voice and/or likeness ("Name and/or Likeness") appears in various promotional, educational, commercial and informational programs (collectively the "Production") and in, and in connection with, advertising, publicizing, exhibiting and exploiting the Production and other associated programs, in whole or in part, by any and all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe. Individual hereby acknowledges that Producer shall have no obligation to utilize Individual's Name and/or Likeness in the Production or other associated programs.

Individual hereby release Producer, its successors, assignees and licensees from any and all claims and demands arising out of or in connection with such use including, without limitation, any and all claims for invasion of privacy, infringement of your right of publicity, defamation (including libel and slander) and any other personal and/or property rights. In no event may Individual terminate the rights granted hereunder, or seek or obtain injunctive relief or other equitable relief with respect to the rights granted hereunder or the Series.

This Release Agreement shall also serve to confirm that Individual has the authority to grant to Producer the right to use Individual's Name and/or Likeness and that Producer's exercise of such rights shall not violate or infringe any rights of any third party. Individual understands that Producer has been induced to proceed with the production, distribution and exploitation of the Production in reliance upon this Release Agreement.

ACCEPTED AND AGREED TO:

"Individual"

Name: JAMES BUCKLEY FOSTER (Please print)

Signature: [Handwritten Signature]

Address: 111 Whitfield ST, APT 33

City: Pearcy State: MS Zip code: 39466

E-Mail: bFOSTER@Percy.ms.us (all lowercase)

Date: 01/27/2015

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The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Bumpers, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AUTHORIZE SUPLUS OF VEHICLE

Motion was made by Council Member Valente, seconded by Council Member Stevens to authorize surplus of 1997 Ford F150 VIN # 1FTDF1724VND17433.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Bumpers, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACCEPT SUMMARY CHANGE ORDER FOR THE AIRPORT IMPROVEMENT PROJECT

Motion was made by Council Member Breland, seconded by Council Member Gouguet to accept Summary Change for the Airport Improvement Project-FY 2014.

REGULAR MEETING FEBRUARY 3, 2015

Contract Change Order

OWNER: _____ City of Picayune
 CONTRACTOR: _____ Huey Stockstill, Inc.
 DATE: _____ January 28, 2015
 CHANGE ORDER #: _____ 1
 PROJECT NAME: _____ AIP Project No.: 3-28-0060-017-2014

REASON FOR CHANGE: Increase Pay Item P-620-C - Runway and Taxiway Painting - Taxiway Holding Positions from \$1.50 per LF to \$4.50 per square foot to correct an error on the original bid form. Pay Item should have been by the square foot. Adjust planned quantities to reflect actual quantities installed.

(You are hereby requested to comply with the following changes from the contract plans, specifications, and contract documents)

Item No.	Description of Change	Unit	Planned Quantity	Actual Quantity	Quantity Difference	Unit Cost	Total Contract Cost
02050-A	Saw Cut Pavement, Full Depth	LF	1,015.00	1,014.00	-1.00	\$ 9.00	\$ (9.00)
02050-B	Removal and Disposal of Concrete, All Depths	SY	83.00	82.05	-0.95	\$ 43.00	\$ (40.85)
02150-A	Mobilization	LS	1.00	1.00	0.00	\$ 28,000.00	\$ -
02740-A	Hot Mix Asphalt, ST, UTAP (Surface)	TON	2,700.00	2,950.43	250.43	\$ 91.00	\$ 22,789.13
02740-B	Hot Mix Asphalt, ST, 9.5 mm (Base)	TON	150.00	135.58	-14.42	\$ 170.00	\$ (2,451.40)
02740-C	Hot Mix Asphalt, ST, 9.5 mm (Leveling)	TON	15.00	16.92	1.92	\$ 107.00	\$ 205.44
02740-D	Cold Milling of Bituminous Pavement, 1/2" and Variable	SY	2,140.00	3,436.80	1,296.80	\$ 3.50	\$ 4,538.80
03300-A	6" Thick Non-Reinforced Concrete	SY	83.00	82.05	-0.95	\$ 200.00	\$ (190.00)
P-605	Joint Sealing Filler	LF	15,000.00	15,000.00	0.00	\$ 0.90	\$ -
P-620-A	Runway and Taxiway Painting - Aircraft Parking Apron - 4"	LF	1,630.00	1,630.00	0.00	\$ 0.50	\$ -
P-620-B	Runway and Taxiway Painting - Taxiway, Apron, and Hangar - 6"	LF	12,714.00	12,714.00	0.00	\$ 0.50	\$ -
P-620-C	Runway and Taxiway Painting - Taxiway Holding Positions	SF	220.00	220.00	0.00	\$ 4.50	\$ -
P-620-D	Reflective Media	LBS	433.00	433.00	0.00	\$ 5.00	\$ -
R-801	Anchor Tie-Down (New)	EA	93.00	93.00	0.00	\$ 300.00	\$ -
R-802	Anchor Tie-Down (Remove)	EA	72.00	72.00	0.00	\$ 78.00	\$ -
R-803	Anchor Tie-Down (Abandonment)	EA	27.00	27.00	0.00	\$ 40.00	\$ -
This Contract Change:							\$ 24,842.12
Original Contract Amount:							\$ 395,362.00
Current Contract Amount:							\$ 395,362.00
Revised Contract Amount:							\$ 420,204.12
Current Completion Date:							12/13/2015
Time Extension Required By Change:							0
Revised Contract Completion Date:							12/13/2015

THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

Recommend By: _____ Engineer _____ Date _____
 Accepted By: _____ Contractor _____ Date _____
 Approved By: Edward Pineso Owner _____ Date _____

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Bumpers, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO MAKE A CORRECTION TO AGENDA

Motion was made by Council Member Gouguet, seconded by Council Member Valente to correct the agenda to read: Consider request to approve the Preliminary Engineering Contract for Crosby Commons Park STP-9603-00(030) LPA 106907-701000.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Bumpers, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE THE PRELIMINARY ENGINEERING CONTRACT FOR CROSBY COMMONS PARK

Motion was made by Council Member Gouguet, seconded by Council Member Valente to approve the Preliminary Engineering Contract for Crosby Commons Park STP-3603-00(030) LPA 106907-701000.



PRELIMINARY ENGINEERING CONTRACT
FOR
CITY OF PICAYUNE
ENHANCEMENT OF GREENSPACE PARK
ALONG GOODYEAR BOULEVARD
PROJECT NO. STP-9603-00(030) LPA106907-701000

PEARL RIVER COUNTY, MS

JANUARY 2015

Prepared By:



925 GOODYEAR BOULEVARD
PICAYUNE, MISSISSIPPI 39466
(601) 799-1037

SET NO. ___

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REGULAR MEETING FEBRUARY 3, 2015

ESC
Rev. 06/28/94 (Base)
Rev. 1/13/14 (This form)

PRELIMINARY ENGINEERING SERVICES CONTRACT

City of Picayune – Greenspace Park Enhancement Project
Project No. *STP-9603-00(003)LPA/106907-701000*
Pearl River County

THIS CONTRACT, is made and entered into by and between the *City of Picayune*, a body Politic of the State of Mississippi (the "LPA"), and, *Dungan Engineering, P.A.* (the "CONSULTANT"), a Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is *925 Goodyear Blvd, Picayune, MS, 39466*, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform **Enhancements of the Existing Greenspace Park along Goodyear Boulevard**, as provided for in Project No. STP-9603-00(003)LPA/106907-701000, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract;

WHEREAS, the CONSULTANT herein was chosen through the LPA Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards (and any MDOT or LPA standards identified in Exhibit 2) as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

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REGULAR MEETING FEBRUARY 3, 2015

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA or until **December 15 2015**, CDT, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2", which when approved by final execution of this CONTRACT shall control the evaluation of the CONSULTANT's progress on this PROJECT. A copy of the progress schedule, indicating the actual time expended on specific portions of this project, shall be submitted along with an estimated percentage completed with each monthly statement.

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

REGULAR MEETING FEBRUARY 3, 2015

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT may submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subcontractors, assignees or transferees.

D. Retainage

The LPA shall retain the final 25% of the CONSULTANT's Fixed Fee until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The LPA will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation. The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subcontractors will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

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The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning the work, the CONSULTANT shall obtain and furnish certificates to the LPA for the following minimum amounts of insurance:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) on account of any one occurrence.
- C. Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars (\$1,000,000.00).
- D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.
- E. Errors and Omissions Insurance, in an amount not less than one million dollars (\$1,000,000.00) per incident; one million dollars (\$1,000,000.00) aggregate.
- F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) per incident with respect to CONSULTANT'S (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subcontractor or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, CONSULTANT agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has sufficient coverage, or to include said subcontractor or other personnel within CONSULTANT'S coverage for the duration of said PROJECT or phase for which said subcontractor or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by CONSULTANT during the life of this CONTRACT. Should CONSULTANT cease to carry the errors and omissions coverage listed above for any reason, it shall obtain "tail" coverage at the same limits for a period of not less than three (3)

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years subsequent to policy termination or contract termination, whichever is longer. Should CONSULTANT change insurance carriers for errors and /or coverage, it shall obtain a "retroactive coverage" endorsement from its new insurance carrier.

Insurance carriers must be properly licensed and/or must hold a Certificate of Authority from the Mississippi Department of Insurance.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to the execution of this CONTRACT by the CONSULTANT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificate shall identify this CONTRACT and contain provisions that coverage afforded under the policies will not be cancelled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the LPA.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLES XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation

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should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the compensation, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subcontractor cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

**ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND
WORK MADE FOR HIRE**

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work

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including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its

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CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in **Pearl River** County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in **Pearl River County**, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative

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Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

- A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:
- (1) cancel the stop work order; or
 - (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of the MDOT or the LPA's intentions to ask the LPA or CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

- B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

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- C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:
Ed Pincero, Jr., Ph.D., Mayor
Mayor, City of Picayune
203 Goodyear Boulevard
Picayune, MS 39466
601-798-9770
601-798-0564
picstaffasst@bellsouth.net

For Technical Matters:
Eric Morris, Public Works Director
Public Works Director, City of Picayune
203 Goodyear Boulevard
Picayune, MS 39466
601-798-9770
601-798-0564
emorris@picayune.ms.us

CONSULTANT:

For Contractual Matters:
Brooks Wallace, P.E.
Dungan Engineering, P.A.
925 Goodyear Blvd
Picayune, MS 39466
601-799-1037
601-799-0480
brooks@dunganeng.com

For Technical Matters:
Vernon Moore, P.E.
Dungan Engineering, P.A.
925 Goodyear Blvd
Picayune, MS 39466
601-799-1037
601-799-0480
vernon@dunganeng.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

P.E. # 17699
Surveyor # NA
Or
Architect's # NA

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

P.E.# 19048
Surveyor # NA
Or
Architect's # NA

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ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____.

CITY OF PICAYUNE

Ed Pinero, Jr., Ph.D, Mayor

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____.

DUNGAN ENGINEERING, P.A.

BY: _____
Brooks Wallace, P.E.

ATTEST: _____

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

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LIST OF EXHIBITS

1. Evidence of Authority
2. Scope of Work
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

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EXHIBIT 1

{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}

{{{Attach a copy of authority to execute contracts on behalf of the Consultant Corporation here}}}

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UNANIMOUS CONSENT TO ACTION BY THE DIRECTORS OF
DUNGAN ENGINEERING, P.A.
IN LIEU OF THE ANNUAL MEETING OF DIRECTORS

The undersigned, constituting all of the directors of DUNGAN ENGINEERING, P.A., a Mississippi Corporation, do hereby, pursuant to Mississippi Code Annotated Section 79-4-8.21, consent to the following actions undertaken in the name of and on behalf of the directors of the corporation, without the necessity of a meeting, in lieu of the annual meeting of the directors:

RESOLVED:

The following employees in their respective positions listed below are authorized to execute contracts on behalf of Dungan Engineering, P.A.

H. Les Dungan III, Corporate President and Principal Engineer
J. Lee Mock, Corporate Vice President and Principal Engineer
Brooks Wallace, Corporate Vice President and Principal Engineer
Jeff J. Dungan, Corporate Secretary-Treasurer and Principal Engineer
Jeremy Cooper, Survey Manager
Dewayne Morea, Materials Testing Manager
Ryan Holmes, Engineering Manager Brookhaven Office
Sean Burns, City of Columbia Engineer
Stephen Sowell, Structural Engineer

The undersigned, constituting all of the directors of DUNGAN ENGINEERING, P.A., have executed this unanimous consent action as of the ~~19th~~ day of January 2011, A.D.

20th



H. Les Dungan, III, Director



Jeff J. Dungan, Director



J. Lee Mock, Director



Brooks R. Wallace, Director

EXHIBIT 2

Scope of Work

Insert the Scope of Work here

{NOTE: SCOPES OF WORK MUST BE DETAILED – INCLUDE TERMINI}

{ATTACH THE PROGRESS SCHEDULE AT THE BACK OF THIS EXHIBIT – SEE ARTICLE IV}

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SCOPE OF WORK

The scope of this project is to provide the LPA with final contract documents to perform an Enhancement of Existing Greenspace along Goodyear Boulevard from Magnolia Street to Kirkwood Street. More specifically, the intent of this project is to accentuate and beautify an area of Picayune that resides in the Historic District of Picayune. This project is designed to introduce permanent fixed structures to enhance the overall look and feel of the existing hospital site that resides on approximately five acres. These structures would include street lighting, signage, park benches, litter receptacles, planters, fencing, walking track, stage/amphitheatre, historic street museum wall, and restrooms. The work would include the design of conduits, conductors, junction boxes, street lights, walking track, stage/amphitheatre, museum wall, and restrooms.

The following engineering services shall be performed by the CONSULTANT on behalf of the Local Public Agency (LPA) in accordance with this CONTRACT at the direction of the LPA, unless otherwise modified by the Mississippi Department of Transportation (MDOT).

A project schedule is required. Work progression is to proceed in accordance with the attached agreed project schedule. The following engineering services shall be performed by the CONSULTANT in accordance with this CONTRACT and the latest Project Development Manual (PDM) for the LPA at the time of the execution of this contract. Where this CONTRACT and the PDM defer, the PDM shall govern.

A monthly status report along with an updated project schedule is required. This report is to be submitted between by the 7th of each month to the LPA for their signature and then submitted to the District LPA Coordinator. This monthly report is to be submitted by the CONSULTANT and will update the LPA on the status of the project. Recent milestones in plan development, such as the submittal of plans for review, shall be documented. Also, the target dates for the future milestones should be included.

As directed, the CONSULTANT shall provide engineering/technical assistance to perform specific assignments requiring needed expertise or staff resources unavailable to the LPA. The LPA will make all available PROJECT related information available to the CONSULTANT in a timely fashion to include, but not limited to, maps, old construction plans, traffic data, previous studies or reports, names, addresses, and telephone numbers of points of contact which may prove useful to the CONSULTANT in conducting this PROJECT, and any Special Provisions.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and adopted by the MDOT and in effect on the effective date this CONTRACT unless otherwise specified in the CONTRACT or subsequently directed by the MDOT during the course of this CONTRACT.

Project design will be in accordance, where applicable, with the MDOT Roadway Design Manual and supplemented with updated design policies as described in design memos located on the MDOT Roadway Design Division's FTP site, AASHTO's Policy on Geometric Design of Highways and Streets, MDOT's Standard Drawings, MDOT's Roadways CADD Manual, MDOT Standard Specification for Road and Bridge Construction (Redbook), Manual on Uniform Traffic Control Devices (MUTCD), MDOT Survey Manual and 28CFRPart36. The latest edition of the aforementioned shall be used.

This project shall be performed using English units, unless stated otherwise by the MDOT.

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For other type contract plans sheets:

All preliminary plans shall be marked "PRELIMINARY, NOT FOR CONSTRUCTION" on each sheet. Once plans are complete, the "PRELIMINARY" markings shall be removed, and the Roadway Title sheet shall be signed and sealed/stamped by the CONSULTANT's engineer. If the scope of the CONSULTANT's work is limited to certain aspects of the plans, the scope shall be briefly noted near the seal/stamp (e.g., "ROADWAY AND LIGHTING ONLY" or "BRIDGE AND RETAINING WALL ONLY"). If multiple CONSULTANTS develop the plans, each firm shall sign and seal/stamp the title sheet.

It is the responsibility of the CONSULTANT to request and receive approval from the LPA's Project Manager prior to making any changes to plans developed under this contract. This requirement includes plans developed by any subconsultants.

Other provisions herein notwithstanding, in emergencies due to bridge damage, verbal NTP with a follow-up letter of authorization may be given to the CONSULTANT by the LPA, or designee, to assess the damage, make recommendations for remedial safety measures and obtain essential information for preparing an estimate of time and cost.

FIELD SURVEY:

The CONSULTANT shall survey the project utilizing standard surveying practices as required to prepare preliminary and final contract plans in accordance with the current MDOT Design Manual. The work shall be performed in accordance with the current MDOT Survey Manual, unless specifically accepted, and with any additional instructions or requests as specified by the LPA, including the following:

A. Centerline Survey and Control:

1. Document "good faith" efforts to notify the property owners prior to entering upon the property for survey purposes;
2. Establish horizontal and vertical control, intermediate control and centerline in accordance with the MDOT Survey Manual;
3. Perform hydraulic survey according to the MDOT Survey Manual;
4. Participate in centerline inspection (hub-line review) immediately following its location to determine if any adjustments are necessary. The CONSULTANT shall make all necessary adjustments resulting from this inspection, and shall also make any adjustments necessary as a result of the centerline inspection(s) from the adjacent project(s);
5. Perform complete topographic survey along proposed centerline in accordance with the MDOT Survey Manual;
6. By the time Preliminary Right-of-Way (ROW) plans are developed, the CONSULTANT will be required to establish the location of property lines, determine ownership from deeds of record, and develop a Property Map of the project according to standard, recognized surveying procedures in preparation for Right-of-Way documents meeting the Mississippi

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Board's "Standards of Practice" for surveying in the State of Mississippi as set forth and published by the State Board of Licensure for Professional Engineers and Surveyors. The following are required MDOT elements:

- a) A detailed and diligent search and collection of property corners, ROW markers, and property line evidence shall be conducted on all parcels in or connecting to the limits of the project. A detailed description of the property evidence found will be required for each point collected;
 - b) Existing highway ROW, local road ROW, railroad ROW, and utility ROW that fall within the topographic limits of the project shall be collected,;
 - c) Each land parcel boundary in or connecting to the limits of the project shall be drawn and the boundary lines delineated as; from evidence or deed. Each individual parcel to be labeled with the following: owner name and tax parcel number. All GLO lines intersecting the project labeled with appropriate Section, Township, and Range information. Lot and block or tract numbers of property and adjoining lots of Subdivisions;
 - d) All corners and evidence found shall be labeled with coordinates and the description of the evidence found. It shall not be necessary to show station/offset to any corners or to property lines at their intersection with the existing centerline. No ROW markers or property corners symbology shall be shown unless they are collected in the field;
 - e) Any distances or bearings shown on this drawing shall be grid;
 - f) North arrow;
 - g) The property point ASC II file shall be printed by the consultant and the professional surveyor in charge of the project shall certify by signing and placing his or her seal on each page that the coordinate values of this file meets or exceeds requirements for land class "B", as required by Mississippi Board of Licensure for Professional Engineers and Land Surveyor's "Standards of Practice" for Land Surveying in the State of Mississippi.
7. Any local road to be relocated on the project will be submitted to the LPA for approval. A site visit by the appropriate representatives of the LPA and MDOT will be made with the CONSULTANT to review the proposed relocations. The approved relocations will then be staked and cross-sections developed by one of the methods outlined in the MDOT Survey Manual; and
 8. In the case of any discrepancy or ambiguity between the MDOT Survey Manual, the Mississippi Board's "Standards of Practice" or specifications listed within this CONTRACT the CONSULTANT shall adhere to the most stringent requirement for the specific task in question, unless otherwise directed in writing by a representative of the MDOT authorized to make alterations to this CONTRACT.

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9. The location of any utility shall be delineated, as described in the MDOT Survey Manual; and
 10. Wetlands/Waters Delineation and Reporting Requirements
- B. General Assessment Requirements
1. The CONSULTANT will identify all wetlands and streams falling partially or wholly within the project boundaries or which may be affected by the project.
 2. Information referenced may include any but not limited to the most recent infrared photography, aerial photography, National Wetlands Inventory (NWI) maps, quadrangle maps, soils maps. Referenced information will not substitute for the requirement for an on-site field determination.
 3. Wetlands will be identified using the routine method set forth in the United States Army Corps of Engineers (USACE) 1987 manual. The 2008 Interim Regional Supplemental Guidance to the Corps of Engineers 1987 Wetland Delineation Manual and corresponding Supplemental Wetland Delineation Forms will be used.
 4. The CONSULTANT will classify wetlands utilizing United States Fish and Wildlife Service's (USFW) "Classification of Wetlands and Deepwater Habitats of the United States, 1979".
 5. The CONSULTANT will map USACE jurisdictional limits on quadrangle maps. Maps will depict the different types of jurisdictional areas.
 6. The CONSULTANT will participate in any field review with the USACE, if required.
 7. Other waters falling under the jurisdiction of the USACE will be identified, classified, quantified, and located.
 8. Other waters, having the potential for being impacted, will be identified with an assessment of their current physical and functional characteristics. Geospatial coordinates of each stream location shall be provided. NOTE: Should a stream require re-routing, the CONSULTANT will thoroughly describe the current stream and provide construction details and location of the new stream design to the MDOT prior to finalizing the design.
 9. The CONSULTANT will assess and report all conveyance systems including ephemeral, intermittent, and perennial streams which display bed and bank characteristics and/or Ordinary High Water Marks (OHWM's).
 10. The CONSULTANT will collect and map all wetland perimeters, wetland reference sites, wetland data points, stream reaches, stream data points, and photo identification points within the project boundary in the form of shape files. The CONSULTANT will provide these and any other geospatial items in Mississippi State Plane (East or West) or Mississippi Transverse Mercator for the entire project. These coordinates, site identifiers, station numbers will also be included on the wetland delineation forms and stream descriptions. The CONSULTANT will provide the MDOT Environmental and Roadway Design Divisions with a copy of all shape files.

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11. The CONSULTANT will provide the MDOT Environmental and Roadway Design Divisions with a copy of design drawings which indicate the locations of all wetlands and streams surveyed. The CONSULTANT will submit these drawings along with the accompanying wetlands and streams technical report. All digital files shall be prepared using the appropriate seed file provided by the LPA and located in Mississippi State Plane Coordinates.
 12. The CONSULTANT will provide the MDOT Environmental and Roadway Design Divisions with two (2) electronic copies and two (2) hard copies of the wetland and stream technical report.
 13. The CONSULTANT will ensure that all wetland and stream identification numbers and/or letters flow from the Beginning of Project (B.O.P.) to the End of Project (E.O.P.).
- C. Wetlands and Streams Mapping.
1. The CONSULTANT will include aerial and quadrangle Index Maps which show the entire alignment from the B.O.P. to the E.O.P and include beginning and ending station numbers. This index map (on 8 1/2" x 11") should include the ROW boundaries and numbered index boxes corresponding to inset maps.
 2. The CONSULTANT will provide smaller scale Inset Maps (8 1/2" x 11") sufficiently expanded to provide greater detail of the wetland and streams encountered within the survey area. Inset maps will include aeriels and quadrangles. These inset maps will include the ROW boundary and Centerline Station Number information along the project segment. Each wetland or stream encountered within the ROW boundary should be identified.
 3. The CONSULTANT will provide delineation forms and photos for referenced upland sites adjacent to each wetland survey area.
 4. The CONSULTANT will provide wetlands and streams polygons for design plan and profile sheets. For Wetland Sites: each wetland site will have site descriptor and include the site ID, acres of impact, types of impacts for EACH site (either but not limited to fill, bridge, buffer), station numbers from beginning to end of each site, and type of wetland. For Stream Sites: each stream segment will have a site descriptor and include the site ID, linear feet of impact, types of impacts for EACH segment (either but not limited to fill, bridge, culvert, buffer), station number(s), Cowardin stream classification.
- D. Wetlands Assessment Reporting
1. The CONSULTANT will provide a Summary Table of Wetland Impacts describing the following: A heading to include the project numbers, the project extent, and the counties the impacts site are in. The table will describe each wetland impact site separately. It will include the Site Number or letter, Station Number from beginning to end, a single GPS coordinate point locator in Decimal Degrees, Wetland Classification, acres impacted, and type of impact (either but not limited to fill, 200' bridge).

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2. The CONSULTANT will follow the Summary Table of Wetland Impacts with a brief, one-paragraph Wetland Area Description Summary for each of the wetland impact area. It will describe the wetland classification and indicate if the impact site is typical for the area. It will describe any additional wetland classes noted in the area

NOTE: The CONSULTANT will determine if any wetland impact site is located within "special properties" such as USACE, USFWS, United States Forest Service (USFS), Conservation Reserve Program (CRP), Farmed Wetland, Prior Converted, Wetland Reserve Program (WRP), or others not listed prior to conducting assessments. The CONSULTANT will describe the special condition in detail in the descriptor paragraph. The CONSULTANT will notify the MDOT Environmental and Roadway Design Division Engineers immediately when any "special property" is located within project ROW boundaries and which was not reported during the evaluation phase so that alignment adjustments can be considered if needed.

3. The CONSULTANT will follow each separate wetland area descriptor paragraph with an Interim Regional Supplement to the USACE Wetland Delineation Form and corresponding Photos. One form will be required for each wetland area. Forms will include the site number, station numbers, a decimal degree Global Positioning System (GPS) point, and photo numbers. Photos, enough to accurately describe the wetland, will follow each form and will indicate the azimuth and GPS location it was taken. The photo point and azimuth will also be placed on the inset maps for reference. The photo will have a reference feature such as a shovel or person to provide depth of field. One photo at each site will include a close-up view of a soil profile on a sharpshooter or similar immediately after digging.

E. Streams Assessment Reporting.

1. The CONSULTANT will provide a Stream Impacts Section. The CONSULTANT will begin with a Summary Table of Stream Impacts describing the following: A heading to include the project numbers, the project extent, and the counties the project is in. The table will include the Site Number, Station Number(s), a single GPS coordinate point in Decimal Degrees, the Cowardin Stream Classification, Linear Feet of impact, and impact type.
2. The CONSULTANT will follow the Stream Table of Impacts with a detailed, 1 paragraph, Stream Segment Description Summary for each stream segment. The paragraph will include the Site Identification Number, Cowardin classification of streams, stream bank and bed dimensions including bed slope, bank slope, length/width, current stream height, Ordinary High Water Mark height, bank full height, condition of stream in its current state, stream features (such as riffles, runs, bends, pools, and bends), and any additional features that adequately describe the current functional characteristics of the stream. The paragraph will also describe any bank instabilities, sediment deposits, incisions, or other details.
3. The CONSULTANT will provide photos upstream and downstream at each other water crossing. The photos will be marked with site location, GPS coordinates in decimal degrees, station number(s), stream classification, and Ordinary High Water Mark, and azimuth. A single photo GPS coordinate point, photo number, and directional arrow will be placed on inset maps. Photos will include a reference feature, such as a shovel or person, so as to provide depth of field to the stream being reviewed.

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SURVEY:

Surveys shall at all times comply with the following:

1. MDOT Survey Manual;
2. Mississippi Board of Registration for Professional Engineers and Land Surveyor's "Standards of Practice for Surveying" in Mississippi. All traverses and right of way monument locations (being set) shall meet with Class "A" of the standards of practice specifications and traverses shall be properly adjusted according to good surveying practices. Side ties or other locations of improvements or features shall meet the class specification normally required by said minimum standards;
3. Land Surveying laws as defined in the Mississippi Code of 1972 as well as current case law including interpretations of those laws by the judicial branches of the United States and State of Mississippi governments;
4. Local Zoning and Subdivision laws and regulations in the project area. (Properties falling within the required right of way are not subject to these regulations. However, the remainder portion of the original tract may be affected by the MDOT acquisitions.); and
5. Specific instructions as required by the Mississippi Department of Transportation on individual Projects.

PRELIMINARY PLANS

The CONSULTANT shall prepare and submit preliminary plans for the project to include:

- Title Sheet(s)
- Typical sections (if any)
- Site plan

Two (2) sets of PRELIMINARY plans shall be submitted to the LPA for review and approval. Allow approximately three (3) weeks for review by the LPA.

FIELD REVIEW

A field review will be conducted upon submittal of Preliminary Plans. The Field Inspection will include representatives from the CONSULTANT and the LPA and MDOT staff as available.

After the field review is conducted, the CONSULTANT shall commence with development of final construction plans.

FINAL CONTRACT PLANS

Subsequent to the field review, the CONSULTANT shall make all necessary changes which arise during the inspection and commence with the development of final construction plans including final quantities and construction cost estimates

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Final contract plans will include:

- Title sheet
- Index and general notes
- Typical sections
- Site plan sheet
- Quantities
- Special design sheets (if any)
- Traffic control plan
- And all notes and data used to develop the plans.

The progression of work is to proceed in accordance with the attached agreed upon Project schedule. The project will be developed in a format consistent with the requirements of the PDM which is summarized in the following three (4) basic milestones and submitted through the LPA to the MDOT:

Milestone #1 – FIELD REVIEW. This submission comes after the activation of the project, execution of the Memorandum of Understanding (MOU), approval of the environmental document and at a point where the design is 50% as pre-determined in the pre-design meeting. The plans (if utilized) shall include the required sheets as specified by the PDM as well as an engineer's cost estimate.

Milestone #2 – OFFICE REVIEW. This submission comes when the design is approximately 90% complete and after the LPA and its Consultant address the comments from the field review. The plans (if utilized) shall include the required sheets as specified by the PDM as well as a revised and updated engineer's cost estimate.

Milestone #3 – PS&E ASSEMBLY. Plans, Specification and Estimate. This submission comes when the design is approximately 100% complete and after the LPA and its Consultant address the comments from the Office Review, obtain any necessary permits and when the plans (if utilized) are complete.

Milestone #4 - ADVERTISING AND RECEIPT OF BIDS. Bid solicitation, review, tabulation and recommendation to award.

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EXHIBIT 3

The LPA shall pay the CONSULTANT on a lump sum / firm-fixed-price basis of \$39,140.70 for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs, profit and any other costs attributable to this CONTRACT.

A lump sum / firm-fixed-price contract provides for a price that is not subject to any adjustment on the basis of the CONSULTANT'S cost experience in performing the assignment.

The monthly billing shall be based on the completion of each milestone relative to its payment, as provided on "Table 1: Billing Milestones" of this Exhibit, as approved by the LPA for this CONTRACT.

Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the CONTRACT.

Table 1: Billing Milestones

Milestone number	Milestone	Payment
#1	Cultural Resource Survey	\$2,500.00
#1	Field Review	\$13,442.69
#2	Office Review	\$12,944.32
#3	PS&E Assembly	\$9,987.49
#4	Advertisement	\$266.21

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, 2010, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

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Milestone #1

City of Picayune / Dungan Engineering, P.A. STP-9603-00(003)LPA/106907-701000 Enhancement of Greenspace Park Along Goodyear Boulevard			
Classification	Hours	Rate of Pay	Extension
Principle			\$0.00
Project Manager			\$0.00
Engineer			\$0.00
CADD			\$0.00
Clerical			\$0.00
Engineer Tech I			\$0.00
Secretary			\$0.00
Survey Manager			\$0.00
Party Chief			\$0.00
Labor Classification			\$0.00
Labor Classification			\$0.00
Labor Classification			\$0.00
Raw Labor			\$0.00
Overhead Rate		%	\$0.00
(Enter appropriate overhead rate (home or field) - FCCM in cell C20)			
Total Labor + O/H			\$0.00
Fixed Fee		%	\$0.00
(Enter FF % in cell C25)			
FCCM Overhead		%	\$0.00
(Enter FCCM in C28)			
Direct Costs:	Qty.	Unit Price ¹	
Mileage			\$0.00
Meals			\$0.00
Lodging			\$0.00
Postage			\$0.00
Supplies			\$0.00
Reproductions			\$0.00
Other			\$0.00
Total Direct Cost			\$0.00
Subconsultant Cost²:			
Gulf South Survey & Environmental, LLC			\$2,500.00
			\$0.00
Total Subconsultant Cost			\$2,500.00
Project Total			\$2,500.00

¹ See State Travel Handbook

² All subs must provide back-up and contain MDOT approved overhead rates

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Milestone #1

City of Picayune / Dungan Engineering, P.A. STP-9603-00(003)LPA/106907-701000 Enhancement of Greenspace Park Along Goodyear Boulevard			
Classification	Hours	Rate of Pay	Extension
Principle			\$0.00
Project Manager	50	\$50.00	\$2,500.00
Engineer			\$0.00
CADD			\$0.00
Clerical			\$0.00
Labor Classification			\$0.00
Raw Labor			\$2,500.00
Overhead Rate		%	\$0.00
<small>(Enter appropriate overhead rate (home or field) - FCCM in cell C20)</small>			
Total Labor + O/H			\$2,500.00
Fixed Fee		%	\$0.00
<small>(Enter FF % in cell C25)</small>			
FCCM Overhead		%	\$0.00
<small>(Enter FCCM in C28)</small>			
Direct Costs:	Qty.	Unit Price ¹	
Mileage			\$0.00
Meals			\$0.00
Lodging			\$0.00
Postage			\$0.00
Supplies			\$0.00
Reproductions			\$0.00
Other			\$0.00
Total Direct Cost			\$0.00
Subconsultant (to the Subconsultant) Cost²:			
Gulf South Survey & Environmental, LLC			
Total Subconsultant Cost			\$0.00
Subconsultant Total			\$2,500.00

¹ See State Travel Handbook

² All subs must provide back-up and contain MDOT approved overhead rates

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REGULAR MEETING FEBRUARY 3, 2015

Milestone #2

City of Picayune / Dungan Engineering, P.A. STP-9603-00(003)LPA/106907-701000 Enhancement of Greenspace Park Along Goodyear Boulevard			
Classification	Hours	Rate of Pay	Extension
Principle			\$0.00
Project Manager	20	\$40.00	\$800.00
Engineer	50	\$25.00	\$1,250.00
CADD			\$0.00
Clerical			\$0.00
Engineer Tech I	70	\$22.00	\$1,540.00
Secretary	11	\$16.50	\$181.50
Survey Manager	8	\$25.00	\$200.00
Party Chief	8	\$16.50	\$132.00
Labor Classification			\$0.00
Labor Classification			\$0.00
Labor Classification			\$0.00
Raw Labor			\$4,103.50
Overhead Rate	163.24%		\$6,698.55
<small>(Enter appropriate overhead rate (home or field) - FCCM in cell C20)</small>			
Total Labor + O/H			\$10,802.05
Fixed Fee	12%		\$1,296.25
<small>(Enter FF % in cell C25)</small>			
FCCM Overhead	0.96%		\$39.39
<small>(Enter FCCM in C28)</small>			
Direct Costs:	Qty.	Unit Price ¹	
Mileage			\$0.00
Meals			\$0.00
Lodging			\$0.00
Postage			\$0.00
Supplies			\$0.00
Reproductions			\$0.00
Other			\$0.00
Total Direct Cost			\$0.00
Subconsultant Cost²:			
Daughtry Engineering Services, LLC			\$1,305.00
			\$0.00
Total Subconsultant Cost			\$1,305.00
Project Total			\$13,442.69

¹ See State Travel Handbook

² All subs must provide back-up and contain MDOT approved overhead rates

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Milestone #2

City of Picayune / Dungan Engineering, P.A. STP-9603-00(003)LPA/106907-701000 Enhancement of Greenspace Park Along Goodyear Boulevard			
Classification	Hours	Rate of Pay	Extension
Principle			\$0.00
Project Manager			\$0.00
Engineer	29	\$45.00	\$1,305.00
CADD			\$0.00
Clerical			\$0.00
Labor Classification			\$0.00
Raw Labor			\$1,305.00
Overhead Rate		%	\$0.00
<small>(Enter appropriate overhead rate (home or field) - FCCM in cell C20)</small>			
Total Labor + O/H			\$1,305.00
Fixed Fee		%	\$0.00
<small>(Enter FF % in cell C25)</small>			
FCCM Overhead		%	\$0.00
<small>(Enter FCCM in C28)</small>			
Direct Costs:	Qty.	Unit Price ¹	
Mileage			\$0.00
Meals			\$0.00
Lodging			\$0.00
Postage			\$0.00
Supplies			\$0.00
Reproductions			\$0.00
Other			\$0.00
Total Direct Cost			\$0.00
Subconsultant (to the Subconsultant) Cost ²:			
Daughtry Engineering Services, LLC			
Total Subconsultant Cost			\$0.00
Subconsultant Total			\$1,305.00

¹ See State Travel Handbook

² All subs must provide back-up and contain MDOT approved overhead rates

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Milestone #3

City of Picayune / Dungan Engineering, P.A. STP-9603-00(003)LPA/106907-701000 Enhancement of Greenspace Park Along Goodyear Boulevard			
Classification	Hours	Rate of Pay	Extension
Principle			\$0.00
Project Manager	20	\$40.00	\$800.00
Engineer	50	\$25.00	\$1,250.00
CADD			\$0.00
Clerical			\$0.00
Engineering Tech I	60	\$22.00	\$1,320.00
Secretary	17	\$16.50	\$280.50
Survey Manager	10	\$25.00	\$250.00
Party Chief	15	\$16.50	\$247.50
Labor Classification			\$0.00
Labor Classification			\$0.00
Labor Classification			\$0.00
Raw Labor			\$4,148.00
Overhead Rate	163.24%		\$6,771.20
<small>(Enter appropriate overhead rate (home or field) - FCCM in cell C20)</small>			
Total Labor + O/H			\$10,919.20
Fixed Fee	12%		\$1,310.30
<small>(Enter FF % in cell C25)</small>			
FCCM Overhead	0.96%		\$39.82
<small>(Enter FCCM in C28)</small>			
Direct Costs:	Qty.	Unit Price ¹	
Mileage			\$0.00
Meals			\$0.00
Lodging			\$0.00
Postage			\$0.00
Supplies			\$0.00
Reproductions			\$0.00
Other			\$0.00
Total Direct Cost			\$0.00
Subconsultant Cost ²:			
Daughtry Engineering Services, LLC			\$675.00
			\$0.00
			\$0.00
Total Subconsultant Cost			\$675.00
Project Total			\$12,944.32

¹ See State Travel Handbook

² All subs must provide back-up and contain MDOT approved overhead rates

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REGULAR MEETING FEBRUARY 3, 2015

Milestone #3

City of Picayune / Dungan Engineering, P.A. STP-9603-00(003)LPA/106907-701000 Enhancement of Greenspace Park Along Goodyear Boulevard			
Classification	Hours	Rate of Pay	Extension
Principle			\$0.00
Project Manager			\$0.00
Engineer	15	\$45.00	\$675.00
CADD			\$0.00
Clerical			\$0.00
Labor Classification			\$0.00
Raw Labor			\$675.00
Overhead Rate		%	\$0.00
<small>(Enter appropriate overhead rate (home or field) - FCCM in cell C20)</small>			
Total Labor + O/H			\$675.00
Fixed Fee		%	\$0.00
<small>(Enter FF % in cell C25)</small>			
FCCM Overhead		%	\$0.00
<small>(Enter FCCM in C28)</small>			
Direct Costs:	Qty.	Unit Price ¹	
Mileage			\$0.00
Meals			\$0.00
Lodging			\$0.00
Postage			\$0.00
Supplies			\$0.00
Reproductions			\$0.00
Other			\$0.00
Total Direct Cost			\$0.00
Subconsultant (to the Subconsultant) Cost ²:			
Daughtry Engineering Services, LLC			
Total Subconsultant Cost			\$0.00
Subconsultant Total			\$675.00

¹ See State Travel Handbook

² All subs must provide back-up and contain MDOT approved overhead rates

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Milestone #4

City of Picayune / Dungan Engineering, P.A. STP-9603-00(003)LPA/106907-701000 Enhancement of Greenspace Park Along Goodyear Boulevard			
Classification	Hours	Rate of Pay	Extension
Principle			\$0.00
Project Manager	20	\$40.00	\$800.00
Engineer	50	\$25.00	\$1,250.00
CADD			\$0.00
Clerical			\$0.00
Engineering Tech I	40	\$22.00	\$880.00
Secretary	16	\$16.50	\$264.00
Labor Classification			\$0.00
Raw Labor			\$3,194.00
Overhead Rate	163.24%		\$5,213.89
<small>(Enter appropriate overhead rate (home or field) - FCCM in cell C20)</small>			
Total Labor + O/H			\$8,407.89
Fixed Fee	12%		\$1,008.95
<small>(Enter FF % in cell C25)</small>			
FCCM Overhead	0.96%		\$30.66
<small>(Enter FCCM in C28)</small>			
Direct Costs:	Qty.	Unit Price ¹	
Mileage			\$0.00
Meals			\$0.00
Lodging			\$0.00
Postage			\$0.00
Supplies			\$0.00
Reproductions			\$0.00
Other			\$0.00
Total Direct Cost			\$0.00
Subconsultant Cost ²:			
Daughtry Engineering Services, LLC			\$540.00
			\$0.00
Total Subconsultant Cost			\$540.00
Project Total			\$9,987.49

¹ See State Travel Handbook

² All subs must provide back-up and contain MDOT approved overhead rates

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REGULAR MEETING FEBRUARY 3, 2015

Milestone #4

City of Picayune / Dungan Engineering, P.A. STP-9603-00(003)LPA/106907-701000 Enhancement of Greenspace Park Along Goodyear Boulevard			
Classification	Hours	Rate of Pay	Extension
Principle			\$0.00
Project Manager			\$0.00
Engineer	12	\$45.00	\$540.00
CADD			\$0.00
Clerical			\$0.00
Labor Classification			\$0.00
Raw Labor			\$540.00
Overhead Rate		%	\$0.00
<small>(Enter appropriate overhead rate (home or field) - FCCM in cell C20)</small>			
Total Labor + O/H			\$540.00
Fixed Fee		%	\$0.00
<small>(Enter FF % in cell C25)</small>			
FCCM Overhead		%	\$0.00
<small>(Enter FCCM in C28)</small>			
Direct Costs:	Qty.	Unit Price ¹	
Milage			\$0.00
Meals			\$0.00
Lodging			\$0.00
Postage			\$0.00
Supplies			\$0.00
Reproductions			\$0.00
Other			\$0.00
Total Direct Cost			\$0.00
Subconsultant (to the Subconsultant) Cost ²:			
Daughtry Engineering Services, LLC			
Total Subconsultant Cost			\$0.00
Subconsultant Total			\$540.00

¹ See State Travel Handbook

² All subs must provide back-up and contain MDOT approved overhead rates

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REGULAR MEETING FEBRUARY 3, 2015

Milestone #5

City of Picayune / Dungan Engineering, P.A. STP-9603-00(003)LPA/106907-701000 Enhancement of Greenspace Park Along Goodyear Boulevard			
Classification	Hours	Rate of Pay	Extension
Principle			\$0.00
Project Manager	1	\$40.00	\$40.00
Engineer	2	\$25.00	\$50.00
CADD			\$0.00
Clerical			\$0.00
Engineering Tech I		\$22.00	\$0.00
Secretary		\$16.50	\$0.00
Labor Classification			\$0.00
Raw Labor			\$90.00
Overhead Rate	163.24%		\$146.92
<small>(Enter appropriate overhead rate (home or field) - FCCM in cell C20)</small>			
Total Labor + O/H			\$236.92
Fixed Fee	12%		\$28.43
<small>(Enter FF % in cell C25)</small>			
FCCM Overhead	0.96%		\$0.86
<small>(Enter FCCM in C28)</small>			
Direct Costs:	Qty.	Unit Price ¹	
Mileage			\$0.00
Meals			\$0.00
Lodging			\$0.00
Postage			\$0.00
Supplies			\$0.00
Reproductions			\$0.00
Other			\$0.00
Total Direct Cost			\$0.00
Subconsultant Cost ²:			
			\$0.00
			\$0.00
			\$0.00
Total Subconsultant Cost			\$0.00
Project Total			\$266.21

¹ See State Travel Handbook

² All subs must provide back-up and contain MDOT approved overhead rates

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City of Picayune / Dungan Engineering, P.A. STP-9603-00(003)LPA/106907-701000 Enhancement of Greenspace Park Along Goodyear Boulevard			
Classification	Hours	Rate of Pay	Extension
Principle			\$0.00
Project Manager			\$0.00
Engineer			\$0.00
CADD			\$0.00
Clerical			\$0.00
Labor Classification			\$0.00
Raw Labor			\$0.00
Overhead Rate		%	\$0.00
(Enter appropriate overhead rate (home or field) - FCCM in cell C20)			
Total Labor + O/H			\$0.00
Fixed Fee		%	\$0.00
(Enter FF % in cell C25)			
FCCM Overhead		%	\$0.00
(Enter FCCM in C28)			
Direct Costs:	Qty.	Unit Price ¹	
Mileage			\$0.00
Meals			\$0.00
Lodging			\$0.00
Postage			\$0.00
Supplies			\$0.00
Reproductions			\$0.00
Other			\$0.00
Total Direct Cost			\$0.00
Subconsultant (to the Subconsultant) Cost²:			
Subconsultant a			
Subconsultant b			
Total Subconsultant Cost			\$0.00
Subconsultant Total			\$0.00

¹ See State Travel Handbook

² All subs must provide back-up and contain MDOT approved overhead rates

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EXHIBIT 4
SAMPLE INVOICE
[Lump Sum]

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
P. O. BOX 1850
JACKSON, MS 39215-1850

DATE:

ATTENTION: _____

INVOICE NO. 0000
PERIOD _____, 20__ THROUGH _____, 20__
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED _____, 20__,
PROJECT NUMBER _____
PROJECT DESCRIPTION _____

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE
Contract Max \$			
Milestone number 1	\$	\$	\$
Milestone number 2	\$	\$	\$
Milestone number 3	\$	\$	\$
Milestone number 4	\$	\$	\$
Milestone number 5	\$	\$	\$

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EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT
DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subcontractors including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and

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laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. 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 purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: 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 (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default; and
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.

- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (a) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding 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; and
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

REGULAR MEETING FEBRUARY 3, 2015

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; or
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement; or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement, except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this _____ day of _____, 20_____.

Dungan Engineering, P.A.

BY: _____
Brooks Wallace

ATTEST: _____

My Commission Expires: _____

Notary

EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the _____ day of _____, 20_____.

City of Picayune

Ed Pinero, Jr., Ph.D., Mayor

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EXHIBIT 8

{Intentionally Left Blank}

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EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603,100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

134671
EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____ Date _____
Authorized Officer or Agent

Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____, 20____.

NOTARY PUBLIC
My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Bumpers, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO ENTER CLOSED SESSION

Motion was made by Council Member Breland, seconded by Council Member Valente to enter closed session.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Bumpers, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

MOTION TO EXIT CLOSED SESSION

Motion was made by Council Member Valente, seconded by Council Member Breland to exit closed session.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Bumpers, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AT THIS TIME CITY ATTORNEY, NATHAN FARMER RECUSED HIMSELF

AUTHORIZE CITY MANAGER TO ISSUE TERMINATION NOTICES FOR THE GROUND LEASES HELD BY WAYNE WILSON, DAVID FUTRELL AND G4, LLC

Motion was made by Council Member Gouquet, seconded by Council Member Bumpers to authorize City Manager to issue termination notices for the ground leases held by Wayne Wilson, David Futrell and G4, LLC.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Bumpers, Stevens, Breland and Gouquet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

ACKNOWLEDGE WAYNE WILSON, DAVID FUTRELL AND G4, LLC AS COMMERCIAL OPERATIONS

Motion was made by Council Member Stevens, seconded by Council Member Valente to acknowledge Wayne Wilson, David Futrell and G4, LLC as commercial operations.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Bumpers, Stevens, Breland and Gouquet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

APPROVE INDIVIDUAL GROUND LEASES BY AND BETWEEN THE CITY OF PICAYUNE AND WAYNE WILSON, DAVID FUTRELL AND G4, LLC

Motion was made by Council Member Valente, seconded by Council Member Gouguet to approve individual ground leases by and between the City of Picayune and Wayne Wilson, David Futrell and G4, LLC.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Bumpers, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

AT THIS TIME MR. FARMER RETURNED TO THE MEETING

MOTION TO RECESS

Motion was made by Council Member Breland, seconded by Council Member Gouguet to recess until Tuesday, February 17, 2015 at 5:00 pm.

The following roll call was made:

VOTING YEA: Mayor Ed Pinero, Council Members Valente, Bumpers, Stevens, Breland and Gouguet

VOTING NAY: None

ABSENT AND NOT VOTING: None

ABSTAINING AND NOT VOTING: None

The motion was declared carried.

Ed Pinero, Mayor

REGULAR MEETING FEBRUARY 3, 2015

ATTEST:

Amber Hinton, City Clerk