

**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, April 21, 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, 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 Bro. Dale Claybough, followed by the Pledge of Allegiance led by Mayor Ed Pinero.

**ORDER TO APPROVE MINUTES**

Motion was made by Council Member Stevens, seconded by Council Member Bumpers to approve the Minutes for the City of Picayune Special Meeting dated March 27, 2015 and Minutes dated April 7, 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 PRIVILEGE LICENSE REPORT**

Motion was made by Council Member Stevens, seconded by Council Member Bumpers to acknowledge receipt of monthly Privilege License report for the month of March 2015.

Receipts	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Void Reason	Received	Deposit Date	We
Dep	483171	3/03/2015	GENERAL FUND - OPERATING	Mail - Is	0004244	30429		RICH, INC./DBA LANYAPS BAYOU II	2014-2015		20.00	3/06/2015	
Dep	483217	3/03/2015	GENERAL FUND - OPERATING	Mail - Is	0001350	28004			2014-2015 priv license		20.00	3/06/2015	
Dep	483339	3/03/2015	GENERAL FUND - OPERATING	Mail - Is	0008849	29081		GLYNN WARD REPAIR .LLC.	2014-2015 PRIV LICENSE		20.00	3/06/2015	
Dep	483360	3/03/2015	GENERAL FUND - OPERATING	Mail - Is	0005078	31167		ACADIANA CINEMAS.	2014-2015 PRIV LICENSE		20.00	3/06/2015	
Dep	483383	3/04/2015	GENERAL FUND - OPERATING	Mail - Is	0001321	06400		AVON ENGINEERED FAB.	2014-2015 priv license		91.20	3/06/2015	
Dep	483622	3/05/2015	GENERAL FUND - OPERATING	Mail - Is	0001321	28908		SOUTHERN LAPTOP COMPUTER & RECYCLE	2014-2015 priv license		23.20	3/06/2015	
Dep	483626	3/05/2015	GENERAL FUND - OPERATING	Mail - Is	0001480	27789		BROWN FUNERAL HOME	2014-2015 priv license		23.00	3/06/2015	
Dep	483778	3/05/2015	GENERAL FUND - OPERATING	Mail - Is	0000854	28364		B.F.O. BUDGET FURNITURE OUTLETS	2014-2015 priv license		28.25	3/06/2015	
Dep	483809	3/06/2015	GENERAL FUND - OPERATING	Mail - Is	0002032	03489		HAYNES, PAMELA	2014-2015 priv license		23.20	3/11/2015	
Dep	484094	3/09/2015	GENERAL FUND - OPERATING	Mail - Is	0000599	29916		JEFFREY SAMPLES, LLC	2014-2015		23.20	3/11/2015	
Dep	485179	3/10/2015	GENERAL FUND - OPERATING	Mail - Is	0002081	28378		CONSIGNMENT FURNITURE LLC.	2014-2015 priv license		22.60	3/11/2015	
Dep	485181	3/10/2015	GENERAL FUND - OPERATING	Mail - Is	0002575	27186		CASANO LAW FIRM & TITLE CO.	2014-2015 priv license		23.20	3/11/2015	
Dep	485187	3/10/2015	GENERAL FUND - OPERATING	Mail - Is	0010637	15654		BEQUE, RONALD J	2014-2015 PRIV LICENSE		75.60	3/11/2015	
Dep	485221	3/10/2015	GENERAL FUND - OPERATING	Mail - Is	0004484	27771		THE BLOOD CENTER	2014-2015 PRIV LICENSE		23.00	3/11/2015	
Dep	485290	3/11/2015	GENERAL FUND - OPERATING	Mail - Is	0004027	27837		MARLYN'S EXTREME STUDIO	2014-2015 priv license		23.00	3/17/2015	
Dep	485608	3/12/2015	GENERAL FUND - OPERATING	Mail - Is	0082307	29424		ESULATION, LLC	2014-2015 priv license		23.00	3/17/2015	
Dep	485676	3/12/2015	GENERAL FUND - OPERATING	Mail - Is	0007047	29524		BLADES SALON	2013-2014		48.40	3/17/2015	
Dep	485682	3/12/2015	GENERAL FUND - OPERATING	Mail - Is	0001059	00056		CHARTER RENAISSANET MEDIA	2014-2015 priv license		23.00	3/17/2015	
Dep	485683	3/12/2015	GENERAL FUND - OPERATING	Mail - Is	0002563	27266		PICAYUNE GLASS DOCTOR OF TANNING SALON	2014-2015 priv license		30.00	3/17/2015	
Dep	486250	3/16/2015	GENERAL FUND - OPERATING	Mail - Is	000131	31333		SOUTHERN SASS	2014-2015 PRIV LICENSE		20.00	3/17/2015	
Dep	486339	3/16/2015	GENERAL FUND - OPERATING	Mail - Is	0002940	28694		TANNING SALON PLATINUM CUTS	2014-2015 priv license		23.00	3/17/2015	
Dep	486401	3/16/2015	GENERAL FUND - OPERATING	Mail - Is	0004027	18980		MP INVESTMENTS LLC	2014-2015 priv license		34.50	3/17/2015	
Dep	486440	3/16/2015	GENERAL FUND - OPERATING	Mail - Is	0082307	19369		AMEDISYS	2014-2015 priv license		39.00	3/17/2015	
Dep	486669	3/17/2015	GENERAL FUND - OPERATING	Mail - Is	0007047	24042		PIT LANE OIL CHANGE, LLC.	2014-2015 PRIV LICENSE		23.00	3/20/2015	
Dep	486683	3/17/2015	GENERAL FUND - OPERATING	Mail - Is	0001059	19188		PICARELLA, APRIL	2014-2015 PRIV LICENSE		23.00	3/20/2015	
Dep	487014	3/18/2015	GENERAL FUND - OPERATING	Mail - Is	0030131	31342		GLOWMASTER WEB DESIGN	2014-2015 PRIV LICENSE		20.00	3/20/2015	
Dep	487045	3/18/2015	GENERAL FUND - OPERATING	Mail - Is	0002940	04283		PHILLIPS BLDG SUPPLY	2014-2015 PRIV LICENSE		284.50	3/20/2015	
Dep	487091	3/18/2015	GENERAL FUND - OPERATING	Mail - Is	0002940	31344		YOGURT SHOPPE LLC	2014-2015 PRIV LIC		20.00	3/20/2015	
Dep	487392	3/19/2015	GENERAL FUND - OPERATING	Mail - Is	0001023	31348		PARKER ENTERPRISES.	2014-2015 PRIV LICENSE		20.00	3/20/2015	
Dep	487394	3/19/2015	GENERAL FUND - OPERATING	Mail - Is	0001023	04217		CLAIBORNE HILL 1	2014-2015 PRIV LICENSE		157.50	3/20/2015	

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**City of Picayune**  
**Browse Receipts [GENERAL FUND - OPERATING, Mail - Is, by Date]**

Receipts	Date	Deposit To	Drawer	Type	Reference	Lookup	Citation	Name	Description	Void Reason	Received	Deposit Date	We
Dep 487397	3/19/2015	GENERAL FUND - OPERATING	Mail - Is	Check	0008443	13588		A-1 AUTOMOTIVE REPAIR & SERVICE MOORE	2014-2015 PRIV LICENSE		20.00	3/20/2015	
Dep 487740	3/20/2015	GENERAL FUND - OPERATING	Mail - Is	Cash		31347		CHIROPRACTIC CLINIC	2014-2015 PRIV LICENSE		20.00	3/25/2015	
Dep 488063	3/23/2015	GENERAL FUND - OPERATING	Mail - Is	Cash		31352		LAPALLE'S BOUTIQUE	2014-2015 PRIV LICENSE		20.00	3/25/2015	
Dep 488200	3/24/2015	GENERAL FUND - OPERATING	Mail - Is	Check	0001463	27807		OAK MANOR APARTMENTS	2014-2015 Priv license		23.00	3/25/2015	
Dep 488205	3/24/2015	GENERAL FUND - OPERATING	Mail - Is	Check	0022366	16602		PROFESSIONAL SECURITY SERVICE	2014-2015 priv license		34.50	3/25/2015	
Dep 488611	3/25/2015	GENERAL FUND - OPERATING	Mail - Is	Check	0004581	05973		HAIR GALLERY	2014-2015 Priv license		23.00	4/01/2015	
Dep 488768	3/27/2015	GENERAL FUND - OPERATING	Mail - Is	Check	2001177137	28513		AIRGAS USA, LLC	2014-2015 PRIVILEGE LICENSE		122.50	4/01/2015	
Dep 488769	3/27/2015	GENERAL FUND - OPERATING	Mail - Is	Check	0004432	27900		ELEANOR H GLAPION, LCSW	2014-2015 PRIVILEGE LICENSE		23.00	4/01/2015	
Dep 488905	3/31/2015	GENERAL FUND - OPERATING	Mail - Is	Check	9353708	29620		HERTZ LOCAL EDITION	2014-2015 priv license		23.00	4/01/2015	
											<b>1,537.35</b>		

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The following roll call was made:

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

**VOTING NAY:** None

**ABSENT AND NOT VOTING:** None

**ABSTAINING AND NOT VOTING:** None

The motion was declared carried.

**ACKNOWLEDGE RECEIPT OF MONTHLY PUBLIC RECORDS REQUEST REPORT**

Motion was made by Council Member Stevens, seconded by Council Member Bumpers to acknowledge receipt of monthly Public Records Request report for the month of March 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.

**ACCEPT APPROVED PLANNING COMMISSION MINUTES**

Motion was made by Council Member Stevens, seconded by Council Member Bumpers to accept the approved Planning Commission Minutes dated March 10, 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.

**ACCEPT PLANNING COMMISSION MINUTES**

Motion was made by Council Member Stevens, seconded by Council Member Bumpers to accept Planning Commission Minutes dated April 14, 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.

**APPOINT MEMBER TO THE PEARL RIVER COUNTY UTILITY AUTHORITY**

Motion was made by Council Member Valente, seconded by Council Member Bumpers to appoint Mike Pind to the Pearl River County Utility Authority. He replaces Steve Lawler's position who has resigned.

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 FIRST DATA EQUIPMENT LEASE AGREEMENT**

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve First Date Equipment Lease Agreement for the leasing of credit card machine in the Court department.

64-6000972

DocuSign Envelope ID: C14598D9-D3FD-448B-9691-22EC8F108CD3

**First Data** First Data Global Leasing  
 4000 Coral Ridge Drive  
 Coral Springs, FL 33065  
 1-(877) 257-2094

936161330886 Leon Maiden  
 Merchant ID Sales Rep. Name

KS8B  
 Sales ID

**EQUIPMENT LEASE AGREEMENT**

MERCHANT INFORMATION					
City Of Picayune CT CLK			City Of Picayune CT CLK		
Corporate Business Name			DBA Name		
328 S Main			Picayune		
Business Address			MS 39466 (601) 799-5542		
City			State Zip Code Business Phone Number		
County			100		
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Non-Profit			Years in Business		
Business Type			39466		
328 S Main			MS		
Billing Address (if different than above)			City State Zip Code		
Whitney Bank			065503681 044658248		
Bank Name			Routing Number Account Number (Provide copy of Void Check)		

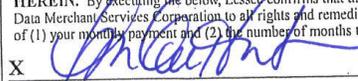
  

DESCRIPTION OF LEASED EQUIPMENT					
Equipment Type	Quantity	Unit price w/o tax	Equipment Type	Quantity	Unit price w/o tax
FD130 DUO with FD35 Pin Pad	1	\$44.94			
		\$			\$
		\$			\$
		\$			\$

SCHEDULE OF PAYMENTS					
Payable at Lease Signing (amounts without tax)			Additional Monthly Charges:		Lease Term: 48 (in months)
<input type="checkbox"/> Advance Payments	\$		<input type="checkbox"/> Term. Maintenance Fees:	\$	Monthly Lease Charge: \$ 44.94
<input type="checkbox"/> Security Deposit	\$		<input type="checkbox"/>	\$	(total unit price without tax)
<input type="checkbox"/>	\$		Annual Tax Handling Fee:		Approx. Date of First ACH Payment: 05/06/15
	\$		HI, IA, IL, MN, NH, NJ, NY, PA, SD, WI	\$ 10.20	Approx. Amount of First ACH Payment: \$ 44.94
TOTAL	\$		All other states	\$ 30.20	

This Equipment Lease Agreement ("Agreement") is being entered into by and between First Data Merchant Services Corporation and the Lessee identified in the signature panel of this Agreement. In this Agreement, the words "we," "our" and "us" refer to First Data Merchant Services Corporation and its successors and assigns and the words "you" and "your" refer to Lessee and its permitted successors and assigns. This Equipment Lease Agreement may be a factor in the pricing you are receiving for processing services provided by us.

- Effective Date, Term and Interim Rent.**
  - This Agreement becomes effective on the date we deliver any piece of Equipment to you (the "Delivery Date"). This Agreement remains in effect until all of your obligations and all of our obligations under it have been satisfied. We will deliver the Equipment to the site designated by you.
  - Term:** The term of this Agreement begins on a date designated by us after receipt of all required documentation and acceptance by us represented by our delivery of Equipment to you (the "Commencement Date"), and continues for the number of months indicated above in the Lease Term. **YOU AGREE THIS AGREEMENT IS A NON-CANCELLABLE COMMITMENT BY YOU TO LEASE THE EQUIPMENT IDENTIFIED HEREIN FOR THE ENTIRE LEASE TERM INDICATED ABOVE.** You agree to pay all amounts due during the Lease Term and confirm upon execution the Lease Term is specifically defined as written above.
  - You agree to pay an Interim Lease Payment in the amount of one-thirtieth (1/30th) of the monthly lease charge for each day from and including the Delivery Date until the date preceding the Commencement Date.
- Authorization.** Lessee hereby authorizes us or our designees, successors or assigns (hereinafter "Lessor") to withdraw any amounts including any and all sales taxes now due or hereinafter imposed, owed by Lessee in conjunction with this Agreement by initiating debit entries to Lessee's account at the bank named above (hereinafter "Bank"), or such other bank as the Lessee may from time to time use. In the event of default of Lessee's obligation hereunder, Lessee authorizes debit of its account for the full amount due under this Agreement. Further, Lessee authorizes Bank to accept and to charge any debit entries initiated by Lessor to Lessee's account. In the event that Lessor withdraws funds erroneously from Lessee's account, Lessee authorizes Lessor to credit Lessee's account for an amount not to exceed the original amount of the debit. This authorization is to remain in full force and effect until Lessor and Bank have received written notice from Lessee of its termination in such time and in such manner as to afford Lessor and Bank a reasonable opportunity to act.
- Default; Remedies.**
  - If any debit of your bank account initiated by us is rejected when due, or if you otherwise fail to pay us any amounts due hereunder when due, or if you default in any material respect in the performance or observance of any obligation or provision of this Agreement or any agreement with any of our affiliates, alliances or joint ventures, any such event shall be a default hereunder. Without limiting the foregoing, any default by you under a Merchant Processing Agreement ("MPA") with us or with an alliance or joint venture to which we are a party may be treated as a default under this Agreement. Such a default would include a default resulting from early termination of the MPA, if applicable. For fees that may be applicable upon payment default, please see paragraph 10.
  - Upon the occurrence of any default, we may at our option, effective immediately without notice, either (i) terminate this Agreement and our future obligations under this Agreement, repossess the Equipment and proceed in any lawful manner against you for collection of all charges that have accrued and are due and payable, or (ii) accelerate the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the Lease Term. If Equipment has not been returned this accelerated amount shall include the then fair market value of the Equipment (as determined in good faith by us). This acceleration of payments is not a penalty but liquidated damages for our loss of the bargain. Upon any such termination for default, we may proceed in any lawful manner to obtain satisfaction of the amounts owed to us and, if applicable, our recovery of the Equipment, including entering onto your premises to recover the Equipment. In addition, you shall also be responsible for our costs of collection, court costs and reasonable attorneys' fees, as well as applicable shipping, repair and refurbishing costs of recovered Equipment. You agree that we shall be entitled to recover any amounts due to us under this Agreement by charging your bank account or any other funds of yours that come into our possession or control, or within the possession or control of our affiliates, alliances or joint ventures, or by setting off amounts that you owe to us against any amounts we may owe to you, without notifying you prior to doing so. Without limiting the foregoing, you agree that we are entitled to recover amounts owed to us under this Agreement by obtaining directly from an alliance or joint venture to which we are a party and with which you have entered into a MPA any funds held or available as security for payment under the terms of the MPA, including funds available under the "Reserve Account; Security Interest" section of the MPA, if applicable.
  - Return or Purchase of Equipment at End of Lease Period.** Upon the completion of your Lease Term the Agreement shall continue on a month-to-month basis. There is no obligation to continue the lease after the Lease Term ends. At the end of your Lease Term, you will have the option to: (a) return the Equipment to us; (b) purchase the Equipment from us for the lesser of fair market value at the time (as determined in good faith by us), or an amount equal to ten-percent (10%) of the total lease payments under this Lease Agreement with respect to each item of Equipment; or (c) as noted, rent the Equipment on a month-to-month basis at the existing monthly lease payment. In the absence of an affirmative election by you to return or purchase the Equipment, (c) will apply and this Agreement will continue on a month-to-month basis at the existing monthly lease payment. After the end of the Lease Term, if you

LEASE ACCEPTANCE			
Undersigned agrees to all terms and conditions contained in this Equipment Lease Agreement. Lessee authorizes First Data Merchant Services Corporation or its agents, to request and obtain from a consumer reporting agency personal and business consumer reports. Each of the undersigned authorizes us to obtain subsequent consumer reports in connection with the maintenance, updating, renewal or extension of the Agreement. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us. <b>THIS LEASE IS A NON-CANCELLABLE COMMITMENT BY YOU FOR THE FULL LEASE TERM INDICATED HEREIN.</b> By executing the below, Lessee confirms that the Lease Term is filled in above. Any attempt by you to terminate this commitment prior to the end of the Lease Term, entitles First Data Merchant Services Corporation to all rights and remedies set forth in paragraph 3 including acceleration of the remaining payments due, which shall be calculated as 95% of the product of (1) your monthly payment and (2) the number of months then outstanding on the Lease Term.			
	Owner	Amber Hinton	Date
Lessee Signature	Title	Print Name	

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ADDITIONAL TERMS ON PAGE 2.

RSALeaseAgr1709(la)

Approved 4/21/15 meeting

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 APPLICATION FOR 2016 MULTIMODAL TRANSPORTATION IMPROVEMENT PROJECT**

Motion was made by Council Member Valente, seconded by Council Member Stevens to authorize application for 2016 Multimodal Transportation Improvement Project and authorize Mayor to sign all related documents.

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 ADVANCE THE ITEM UNDER PARKS AND RECREATION TO THE SECOND ITEM UNDER GRANTS**

Motion was made by Council Member Valente, seconded by Council Member Gouguet to advance the item under Parks and Recreation to the second item under Grants.

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 SUBMIT APPLICATION FOR 100% VOCATIONAL WORK PROGRAM GRANT FOR TRUSTEES**

Motion was made by Council Member Breland, seconded by Council Member Valente to approve request to submit application for 100% vocational work program grant for trustees and authorize Mayor to sign all related documents.

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 ORDINANCE 921 TO AMEND SECTION 5 OF ORDINANCE 920**

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to approve Ordinance 921 to amend Section 5 of Ordinance 920. This amendment was needed so that Ordinance 920 did not conflict with Ordinance 915, which allows the sale and consumption of beer and light wine only at Crosby Commons provided a special event permit is secured from the City Manager in advance.

**ORDINANCE NUMBER 921**

**OF THE**

**CITY OF PICAYUNE, MISSISSIPPI**

**AN ORDINANCE AMENDING SECTION 5 OF ORDINANCE NUMBER 920  
REGARDING THE SALE OR CONSUMPTION OF ALCOHOLIC  
BEVERAGES AT A PUBLIC PARKS OR IN PUBLIC SPACES NEAR  
PUBLIC PARKS INSIDE THE CORPORATE LIMITS OF PICAYUNE**

WHEREAS, the Mayor and City Council in and for the City of Picayune find that it is desirable and necessary to amend Section 5 of Ordinance No. 920 to clarify the location where the sale or consumption of alcoholic beverages may be served under a special use permit at a public park or in public spaces near a public park inside the corporate limits of the City of Picayune.

WHEREAS, the Mayor and City Council find that it should adopt this Ordinance in order to clarify and remove any potential ambiguity created pursuant to Section 5 of Ordinance No. 920.

NOW THEREFORE, BE IT Ordained by the Mayor and City Council of the City of Picayune, that Section 5 of Ordinance No. 920 be, and the same shall be amended as follows, to-wit:

**SECTION - ONE**

1. That Section 5 of Ordinance No. 920 shall be amended to read as follows, to-wit:

"5. No alcoholic beverages shall be sold or consumed at the parks or in public spaces near the parks by any User, participants, or any third party affiliate. This prohibition shall not apply to Crosby Commons as defined and set forth in Ordinance No. 915."

**SECTION - TWO**

**SEVERABILITY, CONFLICT AND EFFECTIVE DATE**

Should any section, clause, paragraph, provision, or part of this Ordinance for any reason be held invalid or unconstitutional by any Court of competent jurisdiction, this act shall not affect the validity or any other section, clause, paragraph, provision, or part of this ordinance. All provision of this Ordinance shall be considered separate provision, and completely severable from all other portions.

Conflict in any case where a provision of this ordinance is found to be in conflict with the provision of any other ordinance or code of the City of Picayune, Mississippi, existing on the effective date of this Ordinance, the provisions of this Ordinance shall take precedence.

This Ordinance shall become effective thirty (30) days after its adoption and publication by the Mayor and City Council of the City of Picayune, Pearl River County, Mississippi.

The foregoing Ordinance, having first been reduced to writing, was moved upon by Council member Gouguet, seconded by Council member Stevens, and voted upon as follows:

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

VOTING NAY: None.

NOT VOTING: None.

NOT PRESENT: None.

The motion having received the affirmative vote of the majority of the members present, the Mayor declared the motion carried and the Ordinance passed, approved, and adopted on this the 21st day of April, 2015.

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ED PINERO, Mayor

ATTEST:

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City Clerk

Publish: May 2, 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.

**APPROVE REQUEST TO AMEND THE PLAT OF THE WOODS SUBDIVISION**

Motion was made by Council Member Valente, seconded by Council Member Stevens to accept Planning Commission's decision to approve request to amend the plat of The Woods Subdivision, Unit 8 which is zoned R-1 to relinquish any and all interest that the City of Picayune may or may not have in an easement located in a cul-de-sac on Twin Oaks Court on said plat thereof.

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 REQUEST TO RE-SUBDIVIDE ONE PARCEL INTO TWO PARCELS ON CURRAN AVENUE AND TATE STREET**

Motion was made by Council Member Valente, seconded by Council Member Gouguet to accept Planning Commission decision to approve request from Bill Edwards to re-subdivide one parcel into two parcels property being located at corner of Curran Avenue and Tate Street. Said property is zoned C-2.

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 REQUEST FOR A HOME OCCUPATION LICENSE AT 136 GREENVIEW DRIVE**

Motion was made by Council Member Breland, seconded by Council Member Bumpers to accept Planning Commission decision to approve request from Eric Jett for a Home Occupation License at 136 Greenview Drive. Home to be used as an office for Residential and Commercial Pressure Washing Service. No stock and trade.

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 REQUEST FOR A HOME OCCUPATION LICENSE AT 1013 SCARLET DRIVE**

Motion was made by Council Member Gouguet, seconded by Council Member Bumpers to accept Planning Commission decision to approve request from Tran Nguyen to use her home as an office for an online service for inflatables rentals at 1013 Scarlet Drive. There will be no stock in trade.

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 DONATIONS OF LANDSCAPING SUPPLIES FROM WAL-MART**

Motion was made by Council Member Breland, seconded by Council Member Gouguet to accept donations of landscaping supplies from Wal-Mart.

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 CONSTRUCTION ENGINEERING AND INSPECTION CONTRACT FOR WEST SIDE ELEMENTARY SIDEWALK ENHANCEMENT PROJECT**

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve the Construction Engineering and Inspection Contract for the West Side Elementary Sidewalk Enhancement Project-Project # SRSP-0400-00(029)LPA/106711-701000 and authorize Mayor to sign related documents.



**CONSTRUCTION ENGINEERING & INSPECTION  
SERVICES CONTRACT**

**FOR**

**CITY OF PICAYUNE –  
WEST SIDE ELEMENTARY  
SIDEWALK ENHANCEMENT PROJECT  
PROJECT NO. SRSP-0400-00(029)LPA/106711-701000  
PEARL RIVER COUNTY, MS**

**PICAYUNE, MS**

**APRIL 2015**

**Prepared By:**



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

**SET NO. \_\_\_**

ESC  
Rev. 08/05/09 (Base)  
Rev. 4/15/14 (This form)

**CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT**

***City of Picayune – West Side Elementary Sidewalk Enhancement***  
Project No. ***SRSP-0400-00(029)LPA/106711-401000***  
***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 Mississippi 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 a **Sidewalk Enhancement along Sixth Avenue from approximately Kirkwood Street to approximately Elmwood Street**, as provided for in Project No. SRSP-0400-00(029)LPA/106711-401000, 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; and

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 those MDOT and LPA standards specified 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.

REGULAR MEETING APRIL 21, 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 at which time this CONTRACT shall absolutely and finally terminate.

The construction *Engineering* services of the CONSULTANT under this contract shall start with the **date of FHWA/MDOT concurrence in the award of the construction contract by the LPA**, and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction *Engineering* services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, 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 must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. 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.

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.

**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 5% of the CONSULTANT'S invoiced amount 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 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.

**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 attached to this contract, 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.

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

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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) 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 admitted to do business in the State of Mississippi by the Mississippi Insurance Department.

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.

**ARTICLE 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 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

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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 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 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 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 MDOT and/or the LPA'S intentions to ask the CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT and/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.
  
- 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 Pinero, Jr., Ph.D., Mayor**  
Mayor, City of Picayune  
815 N. Beech Street  
Picayune, MS 39466  
601-798-9770  
601-798-0564  
[picstaffasst@bellsouth.net](mailto:picstaffasst@bellsouth.net)

For Technical Matters:  
**Eric Morris, Public Works Director**  
Public Works Director, City of Picayune  
815 N. Beech Street  
Picayune, MS 39466  
601-798-9770  
601-798-0564  
[emorris@picayune.ms.us](mailto:emorris@picayune.ms.us)

**CONSULTANT:  
Dungan Engineering, P.A.**

Contractual Matters:  
**Brooks Wallace, P.E.**  
925 Goodyear Blvd  
Picayune, MS 39466  
601-799-1037  
601-799-0480  
[brooks@dunganeng.com](mailto:brooks@dunganeng.com)

For Technical Matters:  
**Vernon Moore, P.E.**  
925 Goodyear Blvd  
Picayune, MS 39466  
601-799-1037  
601-799-0480  
[vernon@dunganeng.com](mailto:vernon@dunganeng.com)

Licensure Number  
from the Mississippi  
Board of Licensure  
for Professional

Licensure Number  
from the Mississippi  
Board of Licensure  
for Professional

REGULAR MEETING APRIL 21, 2015

Engineers/Architects and Surveyors:

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

Engineers/Architect's and Surveyors:

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

**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 Pintero, Jr., Ph.D., Mayor**

WITNESS this my signature in execution hereof, this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**Dungan Engineering, P.A.**

BY: \_\_\_\_\_  
**Brooks Wallace**

ATTEST: \_\_\_\_\_  
(for CONSULTANT)

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

**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

**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 here}}}

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:

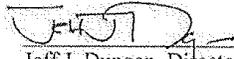
RESOLVED:

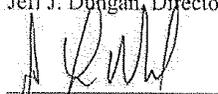
The following employees in their respective positions listed below are authorized to execute contracts on behalf of Dungan Engineering, PA.

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 ~~18<sup>th</sup>~~<sup>20<sup>th</sup></sup> day of January 2011, A.D.

  
\_\_\_\_\_  
H. Les Dungan, III, Director

  
\_\_\_\_\_  
Jeff J. Dungan, Director

  
\_\_\_\_\_  
J. Lee Mock, Director

  
\_\_\_\_\_  
Brooks R. Wallace, Director

EXHIBIT 2

Scope of Work

**INTRODUCTION**

*The CONSULTANT will be providing the Construction Engineering & Inspection (CE&I) services to administer this construction contract in accordance with the latest version of the Mississippi Department of transportation (MDOT) LPA Project Development Manual (PDM). The CONSULTANT is required to adhere to the MDOT standards for this project which include the Standard Specifications, Construction, MDOT Materials Division Inspection, Testing, and Certification Manual, MDOT Construction Manual, LPA PDM, and all other documents that are referred to in the Project Construction Contract. The CONSULTANT will be required to use the LPA version of Site Manager software. Should there be a conflict between the LPA PDM and this scope of work, the LPA PDM shall govern.*

**ENGINEERING ADMINISTRATION:**

The engineering administration of construction will be the responsibility of the LPA acting through the CONSULTANT, and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

**CONSTRUCTION ENGINEERING SERVICES:**

Construction engineering services shall consist of all engineering work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project **Engineer** and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval.

B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and the **Engineer's** daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.

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C. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the LPA and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

D. The duties, responsibilities, and limitations of authority of the resident Project **Engineer** are listed in this scope of work.

**A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT ENGINEER.**

The CONSULTANT shall furnish a resident Project **Engineer**, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project **Engineer** and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project **Engineer** are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project **Engineer's** dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project **Engineer** dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project **Engineer** shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project **Engineer**:

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

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- C. Liaison:
  - a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.
  - b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.
- D. Shop Drawings and Samples:
  - a. Record the date of receipt of Shop Drawings and samples.
  - b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the LPA of availability of samples for examination.
  - c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.
- E. Review of Work, Rejection of Defective Work, Inspections and Tests:
  - a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.
  - d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the LPA.
- F. Interpretation of Contract Documents:
  - Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the LPA.
- G. Modifications:
  - Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the LPA. Transmit to the CONTRACTOR decisions as issued by the LPA.

H. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.
- b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

- a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.
- d. Report immediately to the LPA upon the occurrence of any accident.

J. Payment Requests:

- a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.

L. Completion:

- a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.
- b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.
- c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project **Engineer**:

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.
- B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.
- F. Shall not authorize the LPA to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of \$ 10,500.54 for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, or other items as deemed necessary.

**Payroll Additive & Overhead:**

*The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the CONSULTANT being deemed ineligible for any potential Supplemental Agreements with the LPA.* The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, latest edition, 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.

**Direct Costs:**

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These 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 will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. (e.g. no meal reimbursement when there is no overnight stay).

**Labor Hour / Unit-cost Rates:**

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs, profit, and any other associated costs for the project. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT'S cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall not exceed the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

**Table 1: Rate Schedule for Labor Hours**

PERSONAL NAME	LABOR CLASSIFICATION	Rate
Brooks Wallace	Project Manager	\$141.00
Vernon Moore	Project Engineer	\$109.67
	Inspector	\$68.94
	Administrative Assistant	\$34.47
	Survey Manager	\$109.67
	Engineering Tech 1	\$68.94
	Lab Tech 1	\$62.67
	Party Chief	\$62.67
	Instrument Operator	\$47.00
	Rodman No. 1	\$34.47

**SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:**

**Contract Maximums:**

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed \$ 10,500.54 (Total of all Charges) without the prior written consent of both parties

**Fee and Expense Summary**

Labor Cost	Direct Cost	SubConsultant	Total
\$9,453.54	\$1,047.00	\$0.00	\$10,500.54

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**FEE PROPOSAL**

CONSTRUCTION ENGINEERING & INSPECTION

*West Side Elementary  
Sidewalk Enhancement Project*

Prepared for:  
***Mississippi Department of Transportation***

*Project Number:*  
***SRSP-0400-00-(029)LPA/106711-401000  
CITY OF PICAYUNE, MS***

Prepared by: **Dungan Engineering, P.A.**

Date Submitted: **March 31, 2015**  
Date Revised: **April 14, 2015**

## Cost Summary

### West Side Elementary Sidewalk Enhancement Project

#### Construction Engineering & Inspection Services

**Dungan Engineering, P.A.**

**Labor Costs**

CE&I Services \$ 8,682.72

**Direct Costs**

CE&I Services \$ -

Subtotal Dungan Engineering, P.A.

**\$ 8,682.72**

**Subconsultant**

**Labor Costs**

CE&I Services \$ -

**Direct Costs**

CE&I Services \$ -

Subtotal Daughtry Engineering Service Costs

**\$ -**

**Dungan Engineering, P.A.**

**Labor Costs**

Testing Services \$ 770.82

**Direct Costs**

CE&I Services \$ 1,047.00

Subtotal Dungan Engineering, P.A. Costs

**\$ 1,817.82**

**PROJECT TOTAL COSTS**

**\$ 10,500.54**

Back-up must be provided for all SubConsultants

If additional sheets are required, Consultant will be responsible for accuracy

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**BILLING RATE TABLE**  
**Dungan Engineering, P.A.**  
*Construction Engineering & Inspection Services*

Home Overhead Rate <sup>2</sup>	179.77% %
Field Overhead Rate <sup>2</sup>	% %
Profit	12.00% %

**REGULAR BILLING TIME**

Classification	Raw Wage Rate	Audited OH Rate <sup>3</sup>	Profit	Regular Billing Rate
Project Manager	\$ 45.00	\$ 80.90	\$ 15.11	\$ 141.00
Project Engineer	\$ 35.00	\$ 62.92	\$ 11.75	\$ 109.67
Inspector I	\$ 22.00	\$ 39.55	\$ 7.39	\$ 68.94
Administrative Assistant	\$ 11.00	\$ 19.77	\$ 3.69	\$ 34.47
Survey Manager	\$ 35.00	\$ 62.92	\$ 11.75	\$ 109.67
Engineering Tech I	\$ 22.00	\$ 39.55	\$ 7.39	\$ 68.94
Lab Tech I	\$ 20.00	\$ 35.95	\$ 6.71	\$ 62.67
Party Chief	\$ 20.00	\$ 35.95	\$ 6.71	\$ 62.67
Instrument Operator	\$ 15.00	\$ 26.97	\$ 5.04	\$ 47.00
Rodman No. 1	\$ 11.00	\$ 19.77	\$ 3.69	\$ 34.47

**OVERTIME BILLING RATES <sup>\*\*\*</sup>**

Classification	Raw Wage Rate	Audited OH Rate <sup>3</sup>	Profit	Regular Billing Rate
Inspector I		\$ -	\$ -	\$ -
Inspector II		\$ -	\$ -	\$ -
(additional classifications)		\$ -	\$ -	\$ -

<sup>2</sup> Approved by MDOT

<sup>3</sup> Formula's may need to be adjusted if consultant has field overhead rate approved.

**\*\*\* Overtime may only be allowable for those employees per Federal requirements.**

**\*\*\* Overtime is calculated by Raw Wage only \* 1.5. Overhead and profit shall not be increased by 1.5**

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**DIRECT COSTS \*\*\*\***  
**Dungan Engineering, P.A.**  
*Construction Engineering & Inspection Services*

POSITION TITLE	LODGING	MEALS	TRAVEL	PRINTING	{OTHER}	MONTH TOTAL
#REF!						\$ -
Project Manager						\$ -
Project Engineer						\$ -
Inspector I						\$ -
Administrative Assistant						\$ -
Engineering Tech I						\$ -
Lab Tech I						\$ -
Party Chief						\$ -
Instrument Operator						\$ -
Rodman No. 1						\$ -
Equipment Calibration						\$ -
Cylinder Molds						\$ -
Bags						\$ -
TOTAL						\$ -

\*\*\*\* Provide detail for breakdown of Direct Costs

*For Example:*

*5 nights hotel at \$50 per night*

*50 miles at \$.565 per mile*

*6 days meals of \$36*

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**BILLING RATE TABLE**  
**Subconsultant**

*Construction Engineering & Inspection Services*

Home Overhead Rate <sup>2</sup>	0.00% %
Field Overhead Rate <sup>2</sup>	%
Profit	0.00% %

**REGULAR BILLING TIME**

Classification	Raw Wage Rate	Audited OH Rate <sup>3</sup>	Profit	Regular Billing Rate
Principal		\$ -	\$ -	\$ -
Project Manager		\$ -	\$ -	\$ -
Project Engineer		\$ -	\$ -	\$ -
Inspector I		\$ -	\$ -	\$ -
Inspector II		\$ -	\$ -	\$ -
Administrative Assistant		\$ -	\$ -	\$ -
(additional classifications)		\$ -	\$ -	\$ -

**OVERTIME BILLING RATES <sup>\*\*\*</sup>**

Classification	Raw Wage Rate	Audited OH Rate <sup>3</sup>	Profit	Regular Billing Rate
Inspector I		\$ -	\$ -	\$ -
Inspector II		\$ -	\$ -	\$ -
(additional classifications)		\$ -	\$ -	\$ -

<sup>2</sup> Approved by MDOT

<sup>3</sup> Formula's may need to be adjusted if consultant has field overhead rate approved.

<sup>\*\*\*</sup> Overtime may only be allowable for those employees per Federal requirements.

<sup>\*\*\*</sup> Overtime is calculated by Raw Wage only \* 1.5. Overhead and profit shall not be increased by 1.5

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**DIRECT COSTS \*\*\*\***

**Subconsultant**

*Construction Engineering & Inspection Services*

POSITION TITLE	LODGING	MEALS	TRAVEL	PRINTING	{OTHER}	MONTH TOTAL
Principal						\$ -
Project Manager						\$ -
Project Engineer						\$ -
Inspector I						\$ -
Inspector II						\$ -
Administrative Assistant						\$ -
{additional classifications}						\$ -
TOTAL						\$ -

\*\*\*\* Provide detail for breakdown of Direct Costs

*For Example:*

*5 nights hotel at \$50 per night*

*50 miles at \$.565 per mile*

*6 days meals of \$36*

REGULAR MEETING APRIL 21, 2015

Project Name	West Side Elementary - Sidewalk Enhancement Project	<b>ESTIMATED MAXIMUM FEE</b>	
MDOT Project No.	SRSP-0400-00(029)LPA106711-401000	Termini	Juniper Street
Client	City of Picayune	Prepared By	Vernon Moore
		Date	3/31/2015
Overhead Rate	179.770%		
Profit	12.000%		

Classification	Raw Wage Rate	Audited OH Rate	Profit	Regular Billing Rate
Project Manager	\$ 45.00	\$ 80.90	\$ 15.11	\$ 141.00
Project Engineer	\$ 35.00	\$ 62.92	\$ 11.75	\$ 109.67
Admin. Assistant	\$ 11.00	\$ 19.77	\$ 3.69	\$ 34.47
Lab Tech I	\$ 20.00	\$ 35.95	\$ 6.71	\$ 62.67
Engineering Tech I	\$ 22.00	\$ 39.55	\$ 7.39	\$ 68.94
H&S Off.	\$ 16.00	\$ 28.76	\$ 5.37	\$ 50.13
Sr. Field Insp.	\$ 25.00	\$ 44.94	\$ 8.39	\$ 78.34

LABOR COSTS	Regular Billing		Total
	Hours	Rate	
Project Manager	1	\$ 141.00	\$ 141.00
Project Engineer	1	\$ 109.67	\$ 109.67
Admin. Assistant	2	\$ 34.47	\$ 68.94
Lab Tech I	5	\$ 62.67	\$ 313.34
Engineering Tech I	2	\$ 68.94	\$ 137.87
H&S Off.	0	\$ 50.13	\$ -
Sr. Field Insp.	0	\$ 78.34	\$ -
<b>SUBTOTAL - LABOR COSTS</b>	<b>11</b>	<b>\$</b>	<b>770.82</b>

FIELD AND LABORATORY	Quantity	Unit	Unit Cost	Total Cost
Concrete Cylinder Compressive Strength	4	Each	\$ 32.00	\$ 128.00
Gradation on Coarse Aggregates for Concrete	1	Each	\$ 88.00	\$ 88.00
Gradation on Fine Aggregates for Concrete	1	Each	\$ 76.00	\$ 76.00
Specific Gravity of Aggregates for Concrete	0	Each	\$ 95.00	\$ -
Unit Wgt. And Yield	1	Each	\$ 255.00	\$ 255.00
Water Content T 265	0	Each	\$ 37.00	\$ -

Other

**SUB-TOTAL - FIELD AND LABORATORY** \$ 547.00

EXPENSE ITEMS	Quantity	Unit	Rate	Total Cost
Equipment Calibration	1	LS	\$ 450.00	\$ 450.00
Bags	50	EA	\$ 1.00	\$ 50.00
<b>SUB-TOTAL - EXPENSE ITEMS</b>				<b>\$ 500.00</b>

**TOTAL PROPOSED FEE** \$1,817.82



REGULAR MEETING APRIL 21, 2015

*SUPPORTING DATA*

Project No. 00-0000-00-000-00  
County \_\_\_\_\_

<u>Employee and Classification</u>	<u>Rate of Pay (in contract)</u>	<u>Current Period Hours</u>	<u>Previous Period Costs</u>	<u>Costs To Date</u>
DIRECT LABOR AND DIRECT COSTS				
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Technician	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<b>Sub Total</b>		0.00	0.00	0.00
<b>Total Labor</b>			0.00	0.00
Direct Costs			<u>0.00</u>	<u>0.00</u>
<b>Project Total</b>			0.00	0.00

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,

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Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and 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: and
  - (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;
  - (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:
  - (f) 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.
  - (g) 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.**

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,

(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

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**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**

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

EXHIBIT 8

{Intentionally Left Blank}

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

Brooks Wallace Principal Engineer  
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.

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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 REQUEST FOR PERMISSION TO ADVERTISE FOR THE WEST SIDE ELEMENTARY SIDEWALK ENHANCEMENT PROJECT**

Motion was made by Council Member Gouguet, seconded by Council Member Breland to approve request for permission to advertise for the West Side Elementary Sidewalk Enhancement Project-Project # SRSP-0400-00(029)LPA/106711-70100.

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 REQUEST TO APPLY FOR THE BUREAU OF JUSTICE FY 2015 BULLETPROOF VEST PARTNERSHIP GRANT**

Motion was made by Council Member Breland, seconded by Council Member Valente to authorize request to apply for the Bureau of Justice FY 2015 Bulletproof Vest Partnership Grant and authorize Mayor to sign all related documents.

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 REQUEST TO PAY OFF A SEIZED VEHICLE WITH SPECIAL POLICE DRUG FUNDS**

Motion was made by Council Member Breland, seconded by Council Member Gouguet to approve request from Police Department to pay off a seized vehicle with Special Police Drug Funds in the amount of \$400.00 and then authorize to surplus said vehicle.

GARY BEECH  
PEARL RIVER COUTNY  
TAX ASSESSOR/COLLECTOR  
P O BOX 509  
POPLARVILLE, MS 39470  
601-749-7740 or 601-403-2224

Date: 4-9-15  
City of Picayune  
328 South Main St.  
Picayune, MS 39466

Application #: 43589252 VIN: 2GCEC19Z6N1262198  
Make: Chev Model: GC Year: 1992

We are unable to process your title application from \_\_\_\_\_ because of the following reason(s):

- Certificate of title or manufacture's statement of origin is required.
- Vehicle identification number (VIN) is incorrect. Need pencil tracing.
- Year and vehicle ID number do not agree on bond.
- Bond must be increased to \_\_\_\_\_.
- Principle or agent must sign the bond.
- Affidavit of ownership (form # 56-094) is required.
- Name of owner on application must agree with name of owner on title or MSO.
- Written lien release is needed.
- Alteration voids title or MSO. Need to apply for a replacement title and assign to owner.
- State has yet to receive your title from your lienholder. You must contact your lienholder about the delay. You will be unable to renew your tag until your Mississippi title is issued.
- Other: \_\_\_\_\_

Please contact us within 10 days at the phone number listed above. A delay may result in suspension of application and an additional charge to reapply. If you no longer own this vehicle, please supply a written notice to be attached to your application.

Sincerely,  
Jill Whipple  
Deputy Tax Collector

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REGULAR MEETING APRIL 21, 2015

MISSISSIPPI DEPARTMENT OF REVENUE  
TITLE BUREAU  
P.O. BOX 1383 JACKSON, MS 39215  
04/03/2015

TO: PEARL RIVER CO TAX COLLECTOR  
P O BOX 509  
POPLARVILLE MS 39470-0000

NAME: CITY OF PICAYUNE  
APP #: A4353925  
VIN #: 2GCEC19Z6N1262198

IN ORDER FOR US TO PROCESS THE ENCLOSED APPLICATION FOR TITLE THE FOLLOWING WILL BE REQUIRED:  
-NEED COPY OF NOTIFICATION SENT TO LIENHOLDER.

*Mississippi Title Loans  
120 Memorial Blvd  
Picayune MS  
39466*

PLEASE RETURN ALL ENCLOSED DOCUMENTS WHEN RESUBMITTING. FAILURE TO RESUBMIT THIS LETTER WITHIN 10 DAYS MAY RESULT IN SUSPENSION OF APPLICATION AND AN ADDITIONAL CHARGE. BY COPY OF THIS LETTER, WE ARE ASKING THE OWNER TO CONTACT YOUR OFFICE IMMEDIATELY. WE APPRECIATE YOUR COOPERATION.

SINCERELY,  
TITLE BUREAU  
EXAMINER DEPARTMENT 601-923-7200

CC: OWNER  
CITY OF PICAYUNE  
328 SOUTH MAIN ST  
PICAYUNE MS 39466-0000

--- NOTE TO OWNER ---  
IF YOU HAVE NOT RECEIVED YOUR  
CERTIFICATE OF TITLE WITHIN 30  
DAYS FROM THE DATE OF THIS LETTER  
YOU SHOULD CONTACT THE DESIGNATED  
AGENT WHO SUBMITTED YOUR  
APPLICATION.

LIENHOLDER

THE LIENHOLDER SHOULD ALSO MARK  
HIS FILE TO ENSURE RECEIPT OF  
CERTIFICATE OF TITLE.

ENCLOSURES (MUST BE RETURNED WHEN RESUBMITTING)  
-CERTIFICATE OF TITLE APPLICATION (FORM 78-002)  
-COMPUTER PRINTOUT  
-AMENDED FORFEITURE

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 ADJOURN**

Motion was made by Council Member Gouguet, seconded by Council Member Stevens to adjourn.

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.

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Ed Pinero, Mayor

ATTEST:

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Amber Hinton, City Clerk