

**Minutes of
Clay County Board of Supervisors
Meeting Held Monday, November 4, 2019 at 9:00 a.m.**

BE IT REMEMBERED a regular meeting of the Clay County Board of Supervisors was held at the Clay County Courthouse, West Point, Mississippi, on Monday, November 4, 2019.

PRESENT:

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

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

Member of News Media
County Residents

The following proceedings were had:

CALL TO ORDER/INVOCATION

The meeting was called to order. The welcome was given by Supervisor Davis with invocation given by Supervisor Chandler.

ADOPT AGENDA

Motion by Supervisor Horton to adopt the agenda as prepared.

– Second by Supervisor Chandler.

(See Exhibit "A" - Agenda).

AMEND AGENDA

Motion by Supervisor Horton to call for amendments of the agenda.

– Second by Supervisor Chandler.

AMENDMENTS TO AGENDA ANNOUNCED

Supervisor Lummus requested to be recognized to amend the agenda at the appropriate time

Board Attorney requested to be recognized to amend the agenda to discuss an easement

Sheriff Scott requested that the Jail Meal Log be added to the agenda

AUTHORIZE AND APPROVE THE CLAIMS DOCKET

Supervisor Horton moved to approve the Claims Docket as presented for the month of November 2019

Seconded by Supervisor Chandler

(Exhibit "B")

PAYMENT TO FLOOD PLAIN COORDINATOR

Motion by Supervisor Deanes to authorize and approve payment to the Flood Plain Coordinator, Randy Jones, in the amount of \$1,027.35

Seconded by Supervisor Lummus

(Exhibit "C")

ARC CONTRACT FOR WEST CHURCH HILL ROAD PROJECT

Motion by Supervisor Horton to authorize and approve the contract with ARC for the West Church Hill Road Project

Seconded by Supervisor Chandler

(Exhibit "D")

AUTHORIZE AND APPROVE WASH GRAVEL QUOTE

Motion by Supervisor Horton to accept the Wash Gravel quote from BACCO in the amount of \$9.35 per ton and to designate APAC as the secondary vendor in the event the primary is out of stock

Seconded by Supervisor Lummus

****ALL SUPPLY AND MATERIAL QUOTES ARE ATTACHED AS COMPOSITE EXHIBIT "E" ****

CLAY GRAVEL QUOTE

Motion by Supervisor Deanes to accept the Clay Gravel quote from Preston Dobbs in the amount of \$3.25 per yard.

Second by Supervisor Lummus

PEA GRAVEL - COUNTY HAULING

Motion by Supervisor Horton to accept the bid of BACCO in the amount of \$7.00 for Pea Gravel - County Hauling.

Seconded by Supervisor Chandler.

FILL DIRT - COUNTY HAULING

Motion by Supervisor Deanes to authorize and approve the bid of Preston Dobbs in the amount of \$3.00 for Fill Dirt - County Hauling.

Seconded by Supervisor Horton.

SAND - COUNTY HAULING

Motion by Supervisor Deanes to accept the bid of BACCO in the amount of \$11.50 for Mason Sand, Preston Dobbs in the amount of \$3.00 for Waste Sand and Preston Dobbs in the amount of \$6.00 for Fill Sand.

Seconded by Supervisor Lummus.

OVERSIZED GRAVEL

Motion by Supervisor Horton to accept the bid of BACCO in the amount of \$11.00 for Oversized Gravel.

Seconded by Supervisor Deanes.

PIT RUN BEDDING - COUNTY HAULING

Motion by Supervisor Deanes to accept the bid of BACCO in the amount of \$5.50 for Pit Run Bedding - County Hauling.

Seconded by Supervisor Horton.

TOP SOIL - COUNTY HAULING

Motion by Supervisor Deanes to accept the bid of Preston Dobbs in the amount of \$8.00 for Top Soil - County Hauling.

Seconded by Supervisor Horton.

CULVERTS - PLASTIC POLY PIPE

Motion by Supervisor Horton to accept the sole bid of G & O Supply for Culverts - Plastic Poly Pipe.

Seconded by Supervisor Lummus.

CULVERTS - METAL PIPE

Motion by Supervisor Deanes to accept the sole bid of G & O Supply for Culverts - Metal Pipe.

Seconded by Supervisor Chandler.

GRADER BLADES VENDOR

Motion by Supervisor Deanes to accept the bid of G & O Supply for Grader Vendor Blades.

Seconded by Supervisor Lummus.

LIMESTONE

Motion by Supervisor Lummus to accept the bid of WARREN PAVING / TOM SOYA for Limestone.

– Second by Supervisor Horton.

COLD MIX

Motion by Supervisor Deanes to accept the bid of Cold Mix in the amount of \$86.00 per ton for Cold Mix Asphalt (limestone) FOB in Wren, Mississippi, and \$97.00 per ton delivered to all districts in Clay County (23 Ton Minimum Order).

Seconded by Supervisor Lummus.

HOT MIX

Motion by Supervisor Horton to accept the bid of APAC in the amount of \$69.00 per ton for Hot Mix Asphalt FOB Columbus, Mississippi, and FOB Hamilton, Mississippi.

Seconded by Supervisor Lummus.

OTHER ROAD BUILDING MATERIALS - ASPHALT/EMULSIONS INC.

Motion by Supervisor Horton to accept the bid of Ergon for CRS-2 and CRS-2P as delivered and for plant pickup.

Seconded by Supervisor Lummus.

EQUIPMENT RENTAL

Motion by Supervisor Lummus to accept all bids submitted for equipment rental.

Seconded by Supervisor Horton.

HOLIDAY SCHEDULE

Motion by Supervisor Lummus to authorize and approve the Holiday Schedule for Thanksgiving, Christmas and New Year's as approved by the Governor.

Seconded by Supervisor Deanes.

(Exhibit "F")

E-911 MONTHLY REPORT

Motion by Supervisor Horton to accept and spread across the minutes the E-911 Report presented by Torrey Williams.

Seconded by Supervisor Lummus.

(Exhibit "G")

RESOLUTION TO CLEAN TRIBUTARY

Motion of Supervisor Lummus to authorize and approve a resolution for clean out services for a tributary off of Highway 50 South the Tombigbee River.

Seconded by Supervisor Horton.

(Exhibit "H")

JAIL MEAL LOG

Motion by Supervisor Deanes accept and spread across the minutes the Jail Meal Log showing a monthly meal count of 7,677 meals for the month October.

Seconded by Supervisor Horton. (Exhibit "T")

FIVE MINUTE RECESS

Motion by Supervisor Horton to take a five minutes recess.

Seconded by Supervisor Lummus.

RETURN TO OPEN MEETING

Motion by Supervisor Horton to return to Open Meeting

Seconded by Supervisor Chandler.

CLOSED SESSION

Motion by Supervisor Horton to go into Closed Session to determine the need to go into Executive Session.

Seconded by Supervisor Chandler.

EXECUTIVE SESSION

Motion by Supervisor Horton to go into Executive Session to discuss matters of security and personnel.

Seconded by Supervisor Chandler.

OPEN MEETING

Following a discussion in Executive Session, Motion by Supervisor Deanes to return to Open Meeting.

Seconded by Supervisor Chandler.

PURCHASE CAMERA FOR SANITATION TRUCK

Motion by Supervisor Lummus to purchase a Go Pro Camera for county sanitation truck.

Seconded by Supervisor Horton.

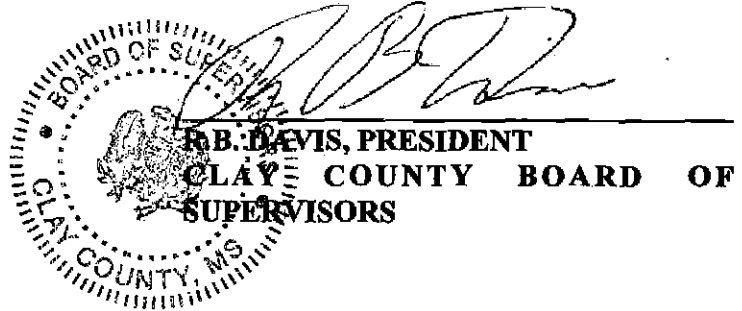
(Exhibit "J")

RECESS

Motion by Supervisor Deanes to recess until Thursday, November 7, 2019, at 9:00 a.m.

Seconded by Supervisor Chandler.

DATED this the 4th day of November, 2019.



ATTEST:



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

EXHIBIT A



**Clay County Board of Supervisors
Agenda for Regular Meeting
Monday, November 4, 2019, at 9:00 a.m.**

- Call to Order
- Welcome and Prayer
- Adopt and Amend Agenda
- Authorize and approve Claims Docket
- Authorize and approve to pay the Flood Plain Coordinator, Randy Jones, \$1,027.35 for services rendered for October 2019
- Phyllis Benson
 - Authorize and approve the contract with ARC for the West Churchill Road Project
- Nikki Cude
 - Review, Accept, and Award the quarterly Supply and Material Bids as Noticed to the public
- Amy Berry
 - Authorize and approve the Holiday Schedule for Thanksgiving, Christmas, and New Year's as approved by the Governor
- Request to go into Executive Session regarding a matter of security as allowed under Section 25-41-7 of *the Mississippi Code*
- Recess until Thursday, November 7, 2019, at 9:00 a.m.

Amendments:

EXHIBIT B

9

44

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PAGE 1
APCSCPRT

CLAY COUNTY
CLAIMS SUMMARY FOR: 11/2019
FOR THE PERIOD ENDED NOVEMBER 04, 2019

CLAIM #	VENDOR NAME	AMOUNT
884	KRISTEN WOOD WILLIAMS, PLLC	640.00
885	AMY G. BERRY - FEES	146.00
886	JOSEPH HILLMAN, MD	200.00
887	ANGELA TURNER-FORD	350.00
888	ANGELA TURNER-FORD	350.00
889	CDW GOVERNMENT INC.	319.80
892	SOUTHERN TELECOMMUNICATIONS	59.61
893	FUELMAN	957.04
896	SOUTHERN TELECOMMUNICATIONS	666.97
897	COMCAST CABLE	125.05
898	AIRGAS SOUTH	70.57
899	NATIONAL TEST SYSTEMS	363.50
901	FUELMAN	1347.64
903	ORKIN- TUPELO, MS	100.00
904	CASH & CARRY CLEANERS	30.00
905	CASH & CARRY CLEANERS	15.00
906	MS STATE UNIV. EXTENSION SERV	1685.22
907	CASH & CARRY CLEANERS	30.00
908	GOLDEN TRIANGLE PL & DEV DIST	584.00
909	CASH & CARRY CLEANERS	15.00
910	NATIONAL TEST SYSTEMS	2497.50
911	NATIONAL TEST SYSTEMS	30.00
912	NATIONAL TEST SYSTEMS	15.00
913	FUELMAN	32.96
914	CASH & CARRY CLEANERS	20.00
915	CASH & CARRY CLEANERS	30.00
916	FUELMAN	1273.00
917	CITY OF WEST POINT	261.78
918	CITY OF WEST POINT	892.88
919	CITY OF WEST POINT	3331.01
920	WEST POINT SCHOOLS	2455.41
921	WEST POINT SCHOOLS	719.88
922	WEST POINT SCHOOLS	9160.27
924	CITY WATER & LIGHT DEPT.	294.19
925	CITY WATER & LIGHT DEPT.	60.16
926	CITY OF COLUMBUS	60.00
927	BROOKS-JEFFREY MARKETING INC.	2400.00
928	SWIFT CENTER STORAGE	2200.00
929	DATA SYSTEMS MANAGEMENT, INC	3560.97
930	URGENT TEAM WEST POINT CENTER	350.00
931	ELECTION SYSTEMS & SOFTWARE	4019.00
932	CYNTHIA H ZELINKA	219.84
933	SYNERGETICS DCS, INC	2700.00
934	AUTO-CHLOR SYSTEMS	201.95
935	LYNN CONNER	53.36
936	MUNICIPAL SERVICES BUREAU	149.94
937	BILLY MILLER	149.94
938	DIVERSIFIED COMPANIES, LLC	2926.00
939	COMMUNITY COUNSELING	100.00
940	COMMUNITY COUNSELING	100.00
941	MISSISSIPPI COURT COLLECTIONS	243.05
942	DIXIE NET	220.00
944	DPS CRIME LAB	180.00
945	DISTRICT ATTORNEY'S OFFICE	786.60
946	DISTRICT ATTORNEY'S OFFICE	506.00
947	QUILL CORPORATION	1173.98
948	LAWRENCE PRINTING COMPANY, INC	100.90
949	VISTAR CORPORATION	2497.65

45

APCSCPRT719040

950	GEORGE'S TIRE SERVICE	40.00
951	GEORGE'S TIRE SERVICE	170.00
952	QUILL CORPORATION	114.46
953	QUILL CORPORATION	84.99
954	QUILL CORPORATION	53.98
955	CDW GOVERNMENT INC.	170.22
956	WOOD FRUITTICHER GROCERY CO	1530.27
957	MERCHANT CO.	1477.07
958	SYSCO FOOD SERVICES, INC.	1573.70
959	SIGN DESIGN PLUS	160.00
961	CDW GOVERNMENT INC.	100.41
962	MORELAND, INC.	119.41
963	MORELAND, INC.	146.70
964	CDW GOVERNMENT INC.	24.50
965	CENTRAL RESTAURANT PRODUCTS	305.40
966	NEWELL PAPER COMPANY	527.85
967	NEWELL PAPER COMPANY	31.99
968	O'REILLY AUTO PARTS	94.28
969	JIM'S AUTO PARTS, WEST POINT	248.50
970	AUTOZONE LLC	134.99
971	QUILL CORPORATION	43.74
972	QUILL CORPORATION	165.99
974	WALMART COMMUNITY BRC	19.94
975	JIM'S AUTO PARTS, WEST POINT	482.06
976	SAM'S CLUB	108.72
977	SUNFLOWER STORE	100.00
978	SUNFLOWER STORE	14.76
979	SUNFLOWER STORE	163.21
980	SUNFLOWER STORE	559.73
982	SHERWIN-WILLIAMS OF WEST POINT	222.60
983	WALMART COMMUNITY BRC	6.54
984	UNITED PRODUCE	540.00
985	WALMART COMMUNITY BRC	122.40
987	WALMART COMMUNITY BRC	99.70
988	WALMART COMMUNITY BRC	7.96
989	JIM'S AUTO PARTS, WEST POINT	50.72
990	WALMART COMMUNITY BRC	119.00
991	WALMART COMMUNITY BRC	39.94
992	WALMART COMMUNITY BRC	42.74
993	WALMART COMMUNITY BRC	42.74
994	SUNFLOWER STORE	100.00
995	GEORGE'S TIRE SERVICE	15.00
996	GUEST BODY SHOP, LLC	500.00
997	GARY'S PAWN & GUN SHOP	270.00
998	CLAY COUNTY CO-OP	25.95
999	GEORGE'S TIRE SERVICE	200.00
1000	QUILL CORPORATION	477.96
1001	ALLMOND PRINTING	65.00
1002	NEWELL PAPER COMPANY	35.92
1003	SHERWIN-WILLIAMS OF WEST POINT	49.70
1004	WEST POINT TV & APPLIANCE	600.00
1005	HOOVER'S BAKERY	60.00
1006	PRO-VISION, INC.	349.00
1007	LAWRENCE PRINTING COMPANY, INC	249.64
1008	SAFEGUARD BUSINESS SYSTEMS	576.05
1122	S.E. CHICKASAW WATER ASSOC.	20.00
1136	C SPIRE WIRELESS	110.48
1137	C SPIRE WIRELESS	48.02
1139	AMY BERRY - EXPENSE ACCOUNT	346.49
1140	BILLY MILLER	160.14
1142	NATIONAL PUBLIC SAFETY INFO	149.00
1143	AMY G. BERRY - FEES	146.00
1144	JOSEPH HILLMAN, MD	200.00

APCSCPRT719040

1145 H. SCOTT ROSS	350.00
1146 MARK CLIETT, ATTY.	350.00
1147 KRISTEN WOOD WILLIAMS, PLLC	190.00
1148 FORERUNNER TECHNOLOGIES	96.00
1149 R J YOUNG COMPANY	130.00
1150 ITC DELTACOM, INC	823.83
1152 ALLEN, ALLEN, BREELAND & ALLEN	3032.50
1155 C SPIRE WIRELESS	39.14
1156 C SPIRE WIRELESS	806.43
1160 ORKIN- TUPELO, MS	57.50
1161 ORKIN- TUPELO, MS	100.00
1162 ORKIN- TUPELO, MS	88.55
1163 ORKIN- TUPELO, MS	81.33
1164 ORKIN- TUPELO, MS	39.60
1165 ORKIN- TUPELO, MS	56.00
1166 FUELMAN	1035.83
1167 CASH & CARRY CLEANERS	30.00
1168 CASH & CARRY CLEANERS	15.00
1169 CASH & CARRY CLEANERS	20.00
1170 C SPIRE WIRELESS	51.30
1171 C SPIRE WIRELESS	51.30
1172 TOTAL LAWN CARE	395.00
1173 TOTAL LAWN CARE	40.00
1174 TOTAL LAWN CARE	50.00
1175 TOTAL LAWN CARE	40.00
1177 COMCAST CABLE	148.04
1178 KNOX GROCERY LLC	75.00
1180 MS STATE MEDICAL EXAMINER	150.00
1181 VISTAR CORPORATION	667.30
1182 QUILL CORPORATION	130.47
1183 AUTOZONE LLC	513.63
1184 PHILLIP'S HARDWARE	665.83
1185 PHILLIP'S HARDWARE	810.64
1186 GEORGE'S TIRE SERVICE	15.00
1187 DELUXE BUSINESS CHECKS	92.43
1188 NEWELL PAPER COMPANY	61.16
1189 SUNFLOWER STORE	14.76
1190 SUNFLOWER STORE	100.00
1191 QUILL CORPORATION	16.99
1192 QUILL CORPORATION	87.99
1193 QUILL CORPORATION	9.29
1194 QUILL CORPORATION	21.99
1195 SHERWIN-WILLIAMS OF WEST POINT	667.62
1196 SUNFLOWER STORE	100.00
1197 MID-SOUTH UNIFORMS	879.84
1198 QUILL CORPORATION	31.48
1199 QUILL CORPORATION	387.98
1200 QUILL CORPORATION	444.24
1216 CDW GOVERNMENT INC.	57.67
1218 QUILL CORPORATION	271.82
1219 COMCAST CABLE	218.49
1220 GUEST BODY SHOP, LLC	85.00
1221 ADMINISTRATIVE OFFICE OF COURT	7754.53
1222 DRUG FREE WORKPLACES, INC	44.00
1223 DRUG FREE WORKPLACES, INC	88.00
1224 DRUG FREE WORKPLACES, INC	352.00
1225 RWJ CONSULTING, LLC	1027.35
1227 CITY WATER & LIGHT DEPT.	1938.74
1228 CITY WATER & LIGHT DEPT.	729.85
1229 CITY WATER & LIGHT DEPT.	121.44
1230 CITY WATER & LIGHT DEPT.	1593.69
1231 CITY WATER & LIGHT DEPT.	6669.41
1232 CITY WATER & LIGHT DEPT.	2366.01

47

APCSCPRT719040

1233	CITY WATER & LIGHT DEPT.	653.51
1234	GOLDEN TRIANGLE WATER	29.00
1235	JAMES E. MCMILLIAN	100.00
1236	FRANKLIN TELEPHONE COMPANY	2593.94
1237	QUILL CORPORATION	297.19
1238	MARLIN M STEWART III	1300.00
1240	FOUR-COUNTY ELEC POWER ASSN	60.00
1241	FOUR-COUNTY ELEC POWER ASSN	158.00
1242	FOUR-COUNTY ELEC POWER ASSN	73.00
1243	FOUR-COUNTY ELEC POWER ASSN	122.00
1244	FOUR-COUNTY ELEC POWER ASSN	60.00
1245	FOUR-COUNTY ELEC POWER ASSN	35.00
1246	FOUR-COUNTY ELEC POWER ASSN	35.00
1247	FOUR-COUNTY ELEC POWER ASSN	48.00
1248	FOUR-COUNTY ELEC POWER ASSN	69.00
1249	FOUR-COUNTY ELEC POWER ASSN	48.00
1250	FOUR-COUNTY ELEC POWER ASSN	118.00
1251	FOUR-COUNTY ELEC POWER ASSN	57.00
1252	FOUR-COUNTY ELEC POWER ASSN	38.00
1253	FOUR-COUNTY ELEC POWER ASSN	46.00
1254	FOUR-COUNTY ELEC POWER ASSN	93.00
1255	FOUR-COUNTY ELEC POWER ASSN	379.00
1260	COMMUNITY COUNSELING	375.00
1262	MAGNOLIA BUSINESS SYSTEMS, INC	285.59
1263	MAGNOLIA BUSINESS SYSTEMS, INC	87.74
1264	MAGNOLIA BUSINESS SYSTEMS, INC	142.04
1265	MAGNOLIA BUSINESS SYSTEMS, INC	206.27
1266	MAGNOLIA BUSINESS SYSTEMS, INC	281.82
1267	MAGNOLIA BUSINESS SYSTEMS, INC	88.10
1268	MAGNOLIA BUSINESS SYSTEMS, INC	167.52
1269	MAGNOLIA BUSINESS SYSTEMS, INC	163.02
1270	MAGNOLIA BUSINESS SYSTEMS, INC	148.88
1271	MAGNOLIA BUSINESS SYSTEMS, INC	79.10
1272	MAGNOLIA BUSINESS SYSTEMS, INC	168.25
1273	MAGNOLIA BUSINESS SYSTEMS, INC	199.78
1275	SILOAM WATER DISTRICT	25.00
1276	SILOAM WATER DISTRICT	25.00
1277	SILOAM WATER DISTRICT	25.00
1284	WAWKAWAY DISTRIBUTORS INC.	32.30
1290	BANCORP SOUTH	1097.57
1291	BANCORP SOUTH	4347.01
1342	ADAPTS ELECTRONIC MONITORING	591.50
1344	MISS. CIRCUIT CLERK'S ASSOC.	1000.00
1351	LOCAL GOVERNMENT RECORDS OFFIC	69.50
1382	DPS CRIME LAB	120.00
1383	WALMART COMMUNITY BRC	122.40
1384	SECURITY SOLUTIONS, LLC	90.00
1385	O'REILLY AUTO PARTS	224.04
1386	GARY'S PAWN & GUN SHOP	32.00
1387	QUILL CORPORATION	381.96
1388	STARKVILLE L.P. GAS CO.	115.63
1389	FUELMAN	1045.23
1390	PRO-VISION, INC.	349.00
1391	CENTRAL RESTAURANT PRODUCTS	338.95
1392	ALLIANCE HEALTH CENTER	2700.00
1396	CASH & CARRY CLEANERS	30.00
1397	MAGNOLIA BUSINESS SYSTEMS, INC	179.70
1398	AMY G. BERRY - FEES	146.00
1399	SALEEM ALI, MD	195.00
1400	ANGELA GIBSON, NP	195.00
1401	ANGELA TURNER-FORD	350.00
1402	LEXIS NEXIS RISK DATA MNGTMENT	589.02
1404	CLAY CO.DEPT./SOCIAL SERVICES	316.67

APCSCPRT719040

1405 DISTRICT ATTORNEY'S OFFICE	175.00	
1406 GOLDEN TRIANGLE AREA	2583.33	
1407 INSURANCE ACCOUNT	1170.46	
1408 HEALTH DEPT. OF CLAY COUNTY	3791.67	
1409 M & L BUILDING, LLC	400.00	
1410 COMMUNITY COUNSELLING SERVICE	2000.00	
1411 NATIONAL GUARD OF MISSISSIPPI	200.00	
1412 RESERVE ACCOUNT	2000.00	
1413 CLAY COUNTY SWCD OFFICE	800.00	
1414 UNITED POSTAL SERVICE	625.00	
1415 VICTIM WITNESS PROGRAM	1632.89	
1416 VICTIM WITNESS PROGRAM	443.70	
1418 DELTA COMPUTER SYSTEMS, INC	545.00	
1419 STARKVILLE L.P. GAS CO.	34.91	
1420 STARKVILLE L.P. GAS CO.	55.09	
1421 NORTH MS MEDICAL CLINIC	226.00	
1422 TEC	29.17	
1423 AMY BERRY - EXPENSE ACCOUNT	843.39	
1424 GOLDEN TRIANGLE PL & DEV DIST	6826.00	
1425 AMERICAN RED CROSS	875.00	
1426 WEST POINT CLAY COUNTY ANIMAL	1250.00	
1428 COMCAST CABLE	188.04	
1429 MARLIN M STEWART III	813.75	
1430 MARLIN M STEWART III	787.50	
1431 AT & T	229.64	
1432 ATMOS ENERGY	251.57	
1433 ATMOS ENERGY	31.40	
1434 ATMOS ENERGY	56.99	
1435 ATMOS ENERGY	75.71	
1436 CHRIS MCBRAYER	250.00	
1437 TANYA WEST	600.00	
1439 AMERICAN LEGION POST #38	250.00	
*** FUND TOTALS *** 001 GENERAL COUNTY		159718.13
890 SAUDER MANUFACTURING CO.	1728.12	
894 WALMART COMMUNITY BRC	57.70	
895 LOWE'S HOME CENTER, INC.	553.34	
960 CENTRAL RESTAURANT PRODUCTS	285.08	
973 QUILL CORPORATION	78.95	
*** FUND TOTALS *** 010 COUNTY COURT COMPLEX FUND		2703.19
1261 SANDERS & ASSOCIATES	5000.00	
*** FUND TOTALS *** 013 UTILIZATION		5000.00
1217 CDW GOVERNMENT INC.	123.98	
*** FUND TOTALS *** 020 HOUSE BILL #1330 MONIES		123.98
981 WALMART COMMUNITY BRC	94.63	
986 LOWE'S HOME CENTER, INC.	227.90	
1138 EDGAR ROWAN BULLOCK	750.00	
1141 COMCAST CABLE	99.44	
1359 N.MS. COCA COLA BOTTLING CO.	369.75	
1395 COMCAST CABLE	105.12	
*** FUND TOTALS *** 040 SHERIFF'S INMATE CANTEEN		1646.84
1352 TOMBIGBEE REGIONAL LIBRARY	1024.52	
*** FUND TOTALS *** 095 SPECIAL LIBRARY LEVY		1024.52
891 SOUTHERN TELECOMMUNICATIONS	256.00	
1179 CUSTOM PRODUCTS CORPORATION	37.11	
1257 XEROX CORPORATION	33.58	
1258 BELL SOUTH / ATT	3466.00	
1285 HANCOCK BANK	2866.94	

1289 BANCORP SOUTH	3013.85	
1417 AT&T	116.25	
1427 TEC	1.13	
*** FUND TOTALS *** 097 E911 FUND		9790.86
943 WEST GROUP PAYMENT CENTER	370.43	
*** FUND TOTALS *** 104 LAW LIBRARY		370.43
1123 LONNIE DAVIDSON	400.00	
1135 C SPIRE WIRELESS	28.20	
1176 TOTAL LAWN CARE	35.00	
1286 MS DEVELOPMENT AUTHORITY	2497.54	
*** FUND TOTALS *** 114 VOLUNTEER FIRE DEPARTMENT		2960.74
1287 MS DEVELOPMENT AUTHORITY	2993.38	
*** FUND TOTALS *** 116 INSURANCE REBATE MONIES		2993.38
1009 C SPIRE WIRELESS	48.02	
1010 CARQUEST AUTO PARTS, INC.	24.43	
1011 CARQUEST AUTO PARTS, INC.	33.51	
1012 CARQUEST AUTO PARTS, INC.	17.54	
1013 CARQUEST AUTO PARTS, INC.	25.20	
1014 CARQUEST AUTO PARTS, INC.	36.68	
1015 CARQUEST AUTO PARTS, INC.	18.60	
1016 CARQUEST AUTO PARTS, INC.	20.87	
1017 CARQUEST AUTO PARTS, INC.	14.36	
1018 CARQUEST AUTO PARTS, INC.	20.79	
1019 CARQUEST AUTO PARTS, INC.	130.62	
1020 CARQUEST AUTO PARTS, INC.	64.74	
1021 CARQUEST AUTO PARTS, INC.	8.54	
1022 CARQUEST AUTO PARTS, INC.	3.09	
1023 CARQUEST AUTO PARTS, INC.	69.90	
1024 CARQUEST AUTO PARTS, INC.	24.27	
1025 CARQUEST AUTO PARTS, INC.	16.95	
1026 CARQUEST AUTO PARTS, INC.	14.58	
1027 CARQUEST AUTO PARTS, INC.	29.57	
1028 CARQUEST AUTO PARTS, INC.	67.62	
1029 CARQUEST AUTO PARTS, INC.	11.34	
1030 CARQUEST AUTO PARTS, INC.	12.34	
1031 BACCO MATERIALS, INC.	1113.12	
1032 SOUTHERN TELECOMMUNICATIONS	34.98	
1033 CITY WATER & LIGHT DEPT.	33.84	
1034 COLUMBUS RUBBER & GASKET	74.04	
1038 ARAMARK UNIFORM SERVICES INC	35.92	
1039 ARAMARK UNIFORM SERVICES INC	35.92	
1040 ARAMARK UNIFORM SERVICES INC	35.92	
1042 AT&T / QLT CONSUMER LEASE	21.95	
1044 CARQUEST AUTO PARTS, INC.	1915.00	
1046 ERGON ASPHALT & EMULSIONS	277.66-	
1047 ERGON ASPHALT & EMULSIONS	9286.10	
1048 ERGON ASPHALT & EMULSIONS	657.15	
1049 ERGON ASPHALT & EMULSIONS	552.50	
1050 JIM'S AUTO PARTS, WEST POINT	171.99	
1051 JIM'S AUTO PARTS, WEST POINT	16.99	
1052 JIM'S AUTO PARTS, WEST POINT	141.68	
1053 CLAY COUNTY CO-OP	129.34	
1054 CLAY COUNTY CO-OP	17.93	
1201 ARAMARK UNIFORM SERVICES INC	35.92	
1204 BACCO MATERIALS, INC.	453.20	
1205 KELLOGG HARDWARE & APPLIANCE	19.99	
1206 KELLOGG HARDWARE & APPLIANCE	11.93	
1207 KELLOGG HARDWARE & APPLIANCE	31.72	
1292 SUNFLOWER STORE	9.18	

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1293	SUNFLOWER STORE	9.18	
1294	SUNFLOWER STORE	9.18	
1295	SUNFLOWER STORE	9.01	
1296	SUNFLOWER STORE	9.18	
1297	SUNFLOWER STORE	9.18	
1298	SUNFLOWER STORE	9.18	
1299	SUNFLOWER STORE	9.18	
1300	SUNFLOWER STORE	9.18	
1301	SUNFLOWER STORE	9.18	
1302	SUNFLOWER STORE	9.18	
1303	SUNFLOWER STORE	4.59	
1304	SUNFLOWER STORE	4.59	
1305	SUNFLOWER STORE	9.18	
1306	SUNFLOWER STORE	9.18	
1307	SUNFLOWER STORE	11.01	
1308	SUNFLOWER STORE	39.92	
1309	SUNFLOWER STORE	9.18	
1310	SUNFLOWER STORE	9.18	
1311	SUNFLOWER STORE	9.18	
1312	TERRY'S GARAGE AND REPAIR	252.14	
1314	FOUR-COUNTY ELEC POWER ASSN	42.60	
1315	FOUR-COUNTY ELEC POWER ASSN	114.00	
***	FUND TOTALS *** 151 DISTRICT 1 ROAD		15878.59
1078	C SPIRE WIRELESS	48.02	
1079	PHILLIP'S HARDWARE	21.19	
1080	CLAY COUNTY CO-OP	39.70	
1081	MIKE LOYD	225.00	
1082	CARQUEST AUTO PARTS, INC.	90.59	
1083	PHILLIP'S HARDWARE	79.98	
1210	BACCO MATERIALS, INC.	1172.21	
1211	BACCO MATERIALS, INC.	694.61	
1212	BACCO MATERIALS, INC.	470.87	
1278	CLAY COUNTY CO-OP	6.00	
1279	CLAY COUNTY CO-OP	22.95	
1280	CARQUEST AUTO PARTS, INC.	131.47	
1281	CARQUEST AUTO PARTS, INC.	62.94	
1282	CARQUEST AUTO PARTS, INC.	102.93	
1283	CARQUEST AUTO PARTS, INC.	198.00	
1322	PRESTON DOBBS TRUCKING AND	143.00	
1323	SILOAM WATER DISTRICT	25.00	
1324	FOUR-COUNTY ELEC POWER ASSN	42.60	
1325	FOUR-COUNTY ELEC POWER ASSN	76.00	
1343	PHILLIP'S HARDWARE	31.26	
1380	INGRAMS GARAGE	493.50	
1381	INGRAMS GARAGE	494.14	
***	FUND TOTALS *** 153 DISTRICT 3 ROAD		4671.96
1084	C SPIRE WIRELESS	48.02	
1085	WEST POINT TV & APPLIANCE	600.00	
1086	GOLDEN TRIANGLE TIRE SVC LLC	15.00	
1087	CHICKASAW EQUIPMENT CO.	36.00	
1088	RACKLEY OIL COMPANY, INC	686.95	
1089	SOUTHERN TELECOMMUNICATIONS	37.74	
1091	CLAY COUNTY CO-OP	129.33	
1092	GIBSON EQUIPMENT REPAIR	10.24	
1093	GIBSON EQUIPMENT REPAIR	71.05	
1094	GIBSON EQUIPMENT REPAIR	13.35	
1095	CINTAS	11.23	
1096	ARAMARK UNIFORM SERVICES INC	33.66	
1097	ARAMARK UNIFORM SERVICES INC	33.66	
1098	ARAMARK UNIFORM SERVICES INC	33.66	
1099	JIM'S AUTO PARTS, WEST POINT	1.95	

APCSCPRT719040

1100	JIM'S AUTO PARTS, WEST POINT	29.28	
1101	JIM'S AUTO PARTS, WEST POINT	269.98	
1102	JIM'S AUTO PARTS, WEST POINT	181.73	
1103	JIM'S AUTO PARTS, WEST POINT	56.25-	
1104	KNOX GROCERY LLC	30.07	
1105	KNOX GROCERY LLC	28.42	
1106	KNOX GROCERY LLC	29.72	
1107	KNOX GROCERY LLC	29.71	
1108	ERGON ASPHALT & EMULSIONS	4220.88	
1213	CINTAS	54.80	
1214	ARAMARK UNIFORM SERVICES INC	33.66	
1326	TERRY'S GARAGE AND REPAIR	252.14	
1327	GEORGE'S TIRE SERVICE	142.95	
1328	SILAM WATER DISTRICT	25.00	
1329	FOUR-COUNTY ELEC POWER ASSN	42.60	
1333	HANCOCK BANK	1158.99	
***	FUND TOTALS *** 154 DISTRICT 4 ROAD		8235.52

1109	C SPIRE WIRELESS	41.85	
1110	SUN CREEK WATER ASSN.	17.00	
1111	JIM'S AUTO PARTS, WEST POINT	6.69	
1113	PHILLIP'S HARDWARE	91.21	
1114	CLAY COUNTY CO-OP	129.33	
1117	RACKLEY OIL COMPANY, INC	549.45	
1118	BACCO MATERIALS, INC.	100.79-	
1120	APAC-MISSISSIPPI, INC.	9433.71	
1121	APAC-MISSISSIPPI, INC.	6313.52	
1215	COLD MIX, INC.	3908.52	
1334	TERRY'S GARAGE AND REPAIR	252.13	
1335	FOUR-COUNTY ELEC POWER ASSN	42.60	
1336	THOMPSON MACHINERY	4.46	
1337	THOMPSON MACHINERY	1.26	
1338	THOMPSON MACHINERY	374.29	
1339	FOUR-COUNTY ELEC POWER ASSN	113.00	
1341	HANCOCK BANK	1867.01	
***	FUND TOTALS *** 155 DISTRICT 5 ROAD		23045.24

1035	FUELMAN	149.08	
1036	FUELMAN	190.95	
1037	FUELMAN	257.88	
1041	MITCHELL BUICK-PONTIAC & EQUIP	552.90	
1043	G & O SUPPLY CO, INC	744.80	
1045	CUSTOM PRODUCTS CORPORATION	209.78	
1202	CUSTOM PRODUCTS CORPORATION	34.86	
1203	COLD MIX, INC.	1955.52	
1313	PRESTON DOBBS TRUCKING AND	500.50	
1316	FUELMAN	210.31	
1317	H & R AGRI-POWER	468.00	
1318	HANCOCK BANK	1158.99	
***	FUND TOTALS *** 161 DISTRICT 1 BRIDGE		6433.57

1055	PHILLIP'S HARDWARE	59.99	
1056	C SPIRE WIRELESS	26.57	
1057	CITY WATER & LIGHT DEPT.	35.00	
1058	COLUMBUS WHOLESALE TIRE	837.10	
1059	WHITE OIL CO., INC.& TIRE CTR.	703.40	
1060	STEWART INDUSTRIAL SVCS, LLC	304.07	
1061	H & R AGRI-POWER	37.94	
1062	PHILLIP'S HARDWARE	77.97	
1063	JIM'S AUTO PARTS, WEST POINT	61.39	
1064	JIM'S AUTO PARTS, WEST POINT	12.49	
1065	JIM'S AUTO PARTS, WEST POINT	30.26	
1066	JIM'S AUTO PARTS, WEST POINT	174.67	

APCSCPRT719040

1067	JIM'S AUTO PARTS, WEST POINT	74.74	
1068	JIM'S AUTO PARTS, WEST POINT	4.99	
1069	JIM'S AUTO PARTS, WEST POINT	136.88	
1070	JIM'S AUTO PARTS, WEST POINT	56.48	
1071	JIM'S TIRE COMPANY	18.00	
1072	G & O SUPPLY CO, INC	1353.50	
1073	WHITE OIL CO., INC.& TIRE CTR.	1991.81	
1074	BACCO MATERIALS, INC.	219.82	
1075	COLD MIX, INC.	737.52	
1076	G & O SUPPLY CO, INC	1245.76	
1077	WARREN PAVING	279.65	
1124	CLAY COUNTY CO-OP	108.00	
1125	CLAY COUNTY CO-OP	23.05-	
1126	JIM'S AUTO PARTS, WEST POINT	105.43	
1127	JIM'S AUTO PARTS, WEST POINT	34.62	
1128	JIM'S AUTO PARTS, WEST POINT	450.00	
1129	JIM'S AUTO PARTS, WEST POINT	818.84	
1130	JIM'S AUTO PARTS, WEST POINT	48.98	
1131	JIM'S AUTO PARTS, WEST POINT	205.15	
1132	JIM'S AUTO PARTS, WEST POINT	60.61	
1208	GOLDEN TRIANGLE WATER	37.80	
1209	PHILLIP'S HARDWARE	23.34	
1319	FOUR-COUNTY ELEC POWER ASSN	42.60	
1320	MS INDUSTRIAL WASTE DISPOSAL	98.43	
1321	FOUR-COUNTY ELEC POWER ASSN	190.00	
***	FUND TOTALS *** 162 DISTRICT 2 BRIDGE		10680.75
1090	J P'S EQUIPMENT	750.00	
1330	FOUR-COUNTY ELEC POWER ASSN	137.00	
1331	FOUR-COUNTY ELEC POWER ASSN	32.69	
1332	FOUR-COUNTY ELEC POWER ASSN	80.00	
***	FUND TOTALS *** 164 DISTRICT 4 BRIDGE		999.69
1112	CARQUEST AUTO PARTS, INC.	292.74	
1115	GEORGE'S TIRE SERVICE	603.80	
1116	G & O SUPPLY CO, INC	558.60	
1119	BACCO MATERIALS, INC.	1373.33	
1340	HANCOCK BANK	1158.98	
***	FUND TOTALS *** 165 DISTRICT 5 BRIDGE		3987.45
1438	TRUSTMARK NATIONAL BANK	42100.00	
***	FUND TOTALS *** 231 DISTRICT 2 ROAD B & I 2001 ISSUE		42100.00
900	45 TRUCK AND TRAILER REPAIR	130.00	
902	FUELMAN	581.16	
923	PHILLIP'S HARDWARE	43.87	
1133	JIM'S AUTO PARTS, WEST POINT	303.34	
1134	JIM'S AUTO PARTS, WEST POINT	389.97	
1151	45 TRUCK AND TRAILER REPAIR	388.75	
1153	FUELMAN	693.83	
1154	FUELMAN	707.87	
1157	45 TRUCK AND TRAILER REPAIR	723.62	
1158	PHILLIP'S HARDWARE	3.19	
1159	PHILLIP'S HARDWARE	62.67	
1226	PHILLIP'S HARDWARE	7.08	
1239	FOUR-COUNTY ELEC POWER ASSN	56.00	
1256	GTR SOLID WASTE MGMT AUTHORITY	4007.73	
1259	FUELMAN	636.61	
1274	SILAM WATER DISTRICT	25.00	
1288	BANCORP SOUTH	3123.81	
1360	SUNFLOWER STORE	13.77	
1361	SUNFLOWER STORE	13.77	
1362	SUNFLOWER STORE	11.77	

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1363	SUNFLOWER STORE	9.18	
1364	SUNFLOWER STORE	13.77	
1365	SUNFLOWER STORE	13.77	
1366	SUNFLOWER STORE	13.77	
1367	SUNFLOWER STORE	9.18	
1368	SUNFLOWER STORE	9.18	
1369	SUNFLOWER STORE	9.18	
1370	SUNFLOWER STORE	13.77	
1371	SUNFLOWER STORE	13.77	
1372	SUNFLOWER STORE	9.18	
1373	SUNFLOWER STORE	9.18	
1374	SUNFLOWER STORE	9.18	
1375	SUNFLOWER STORE	15.60	
1376	SUNFLOWER STORE	9.18	
1377	SUNFLOWER STORE	15.02	
1378	SUNFLOWER STORE	13.77	
1379	SUNFLOWER STORE	13.77	
1393	GEORGE'S TIRE SERVICE	15.00	
1394	GEORGE'S TIRE SERVICE	15.00	
1403	PHILLIP'S HARDWARE	132.44	
***	FUND TOTALS *** 400 SANITATION		12286.70
1345	STATE TREASURER	27452.75	
1346	MS DEPT OF PUBLIC SAFETY	863.50	
1347	MS DEPT OF PUBLIC SAFETY	112.00	
1348	MS DEPT OF PUBLIC SAFETY	750.00	
1349	GOLDEN TRIANGLE CRIME STOPPERS	170.25	
1350	MISSISSIPPI CRIME LABORATORY	40.00	
***	FUND TOTALS *** 650 JUDICIAL ASSESSMENT CLEARING FUND		29388.50
1357	EAST MS COMMUNITY COLLEGE	2509.97	
***	FUND TOTALS *** 690 EMJC MAINTENANCE		2509.97
1356	EAST MISS. COMMUNITY COLLEGE	1600.35	
***	FUND TOTALS *** 692 EMCC CAPITAL IMPROVEMENT CAMPAIGN		1600.35
1358	EAST MS COMMUNITY COLLEGE	4.27	
***	FUND TOTALS *** 695 EMCC TUITION FREE GUARANTEE PROGRAM		4.27
1355	EAST MISS. COMMUNITY COLLEGE	1370.85	
***	FUND TOTALS *** 697 VO-TECH MAINTENANCE		1370.85
1354	EAST MISS. COMMUNITY COLLEGE	1210.36	
***	FUND TOTALS *** 698 VO-TECH CAPITAL		1210.36
1353	TOMBIGBEE RIVER WTR MGMT DIST	1579.75	
***	FUND TOTALS *** 699 TOMBIGBEE RIVER VALLEY WATER MGMT.DIST.		1579.75
***	DOCKET TOTALS ***		352315.59

I CERTIFY THAT THE BOARD HAS EXAMINED EACH CLAIM ON THE NOVEMBER, 2019 DOCKET AND THE BILLS THEY REPRESENT AND FINDS EACH OF THE ABOVE DUE AND PAYABLE AND DIRECT THE CLERK TO ISSUE WARRANTS ON THE RESPECTIVE FUNDS. THIS THE 04TH DAY OF NOVEMBER 2019.

R. B. Duvall

PRESIDENT

54

EXHIBIT C

10

55

RWJ Consulting, LLC

Invoice for: Clay County Floodplain Administration
 October 7, 2019 – November 4th, 2019

Clay County Board of Supervisors
Attn: The Honorable R.B. Davis, President
P.O. Box 815, West Point, MS 39773

ITEM	HOURS	*MILEAGE	TOTAL
10/07/19 Conference, research, travel, letter Deundra Sykes (Price Sykes) 10019 Jacks Road, West Point, MS 39773	1.0 @ \$24.00=\$24.00 0.5 @ \$48.00=\$24.00	See Attachment	\$48.00
10/06/19 Conference, research, travel, letter Brushard Farmer (Arma J. Morton) Highway 50 West, Cedar Bluff, MS 39741	1.0 @ \$24.00=\$24.00 1.0 @ \$48.00=\$48.00	See Attachment	\$72.00
10/10/19 Conference, research, letter Mark & Sonia Miller (Billy Joe McGinnis) 824 River Oaks Drive, West Point, MS 39773	1.0 @ \$24.00=\$24.00 1.0 @ \$48.00=\$48.00	See Attachment	\$72.00
10/14/19 Travel, preliminary inspection, photos, letter Mark & Sonia Miller, 824 River Oaks Drive, West Point, MS 39773	1.0 @ \$24.00=\$24.00 1.0 @ \$48.00=\$48.00	See Attachment	\$72.00
10/15/19 Conference, research, travel, letter Charles M. Orman, Jr., (Michael & Kimberlie Wilson) 404 Dunnigan Road, West Point, MS 39773	1.0 @ \$24.00=\$24.00 1.0 @ \$48.00=\$48.00	See Attachment	\$72.00
10/18/19 Conference, research, travel, letter Delma or Gilbert Stevenson (Ulysses Young Estate) Carter Road, Prairie, MS 39756	1.0 @ \$24.00=\$24.00 1.0 @ \$48.00=\$48.00	See Attachment	\$72.00
10/24/19 Conference, research, travel, letter Tequplia Spencer (J.C. & Eddie Lyons) 13892 Highway 46, Pheba, MS 39755	1.0 @ \$24.00=\$24.00 1.0 @ \$48.00=\$48.00	See Attachment	\$72.00
10/31/19 Conference, research, travel, letter Eric Becker (Judy K. Nightingale Trust) Northwood Forest Road, West Point, MS 39773	1.0 @ \$24.00=\$24.00 1.0 @ \$48.00=\$48.00	See Attachment	\$72.00
11/01/19 Review Upper Tombigbee Watershed Study and Model design and prepare response for Board of Supervisors	3.0 @ \$48.00=\$144.00	NA	\$144.00
10/07/19 – 11/04/19 Travel Driving time, report and copies for Board of Supervisors, Tax Assessor, Property Owners, & MEMA	4.6 @ \$24.00=\$110.40 3.0 @ \$48.00=\$144.00	160.3 @ \$0.48=\$76.95 See Attachment	\$331.35
TOTALS	\$950.40	\$76.95	\$1,027.35

¹ Driving time billed at half technical/research rate. Copies of correspondence, research, and letters are attached.

Respectfully Submitted:



Please mail to: **RWJ Consulting, LLC**
P.O. Box 1094
West Point, Mississippi 39773

RWJ/rj
 Encl as

EXHIBIT D

11

57



STATE OF MISSISSIPPI
 PHIL BRYANT, GOVERNOR
MISSISSIPPI DEVELOPMENT AUTHORITY
 GLENN MCCULLOUGH, JR.
 EXECUTIVE DIRECTOR

ARC MANUAL RECEIPT ACKNOWLEDGEMENT

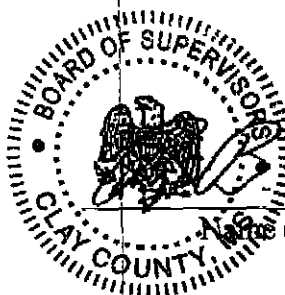
THIS ACKNOWLEDGES THAT I HAVE RECEIVED A COPY OF THE APPALACHIAN REGIONAL COMMISSION (ARC) CONSTRUCTION PROGRAM POLICIES AND PROCEDURES IMPLEMENTATION MANUAL. I AM AWARE OF THE FEDERAL, STATE AND AGENCY REQUIREMENTS ASSOCIATED WITH THE ACCEPTANCE OF ARC FUNDS.

Clay County – MS-19741

Signature of Chief Elected Official Required

B.B. Davis

Name (printed)



B.B. Davis 11-4-19

Name (signed) and date



PHIL BRYANT
GOVERNOR

October 7, 2019

Honorable R. B. Davis
President
Clay County Board of Supervisors
Post Office Box 815
West Point, Mississippi 39773

Dear Mr. Davis,

I am pleased to inform you Clay County's application for road improvement funds through the Appalachian Regional Commission in the amount of \$240,000 has been approved by the Mississippi Development Authority. The award is effective September 19, 2019.

This funding demonstrates Clay County's commitment to community needs in Mississippi. I commend you for this initiative to improve the quality of life in your community.

The contract is contingent upon environmental clearance, which must be completed within four months of the award date, or it will be automatically voided. Kristen Chancellor, Community Services Division bureau manager, will contact you regarding your grant agreement. If you have any questions, please call Kristen at (601) 359-9490 or e-mail her at kchancellor@mississippi.org.

Sincerely,

Phil Bryant
Governor

PB:KC:acs

cc: Honorable Roger Wicker, United States Senate
Honorable Cindy Hyde-Smith, United States Senate
Honorable Trent Kelly, U.S. House of Representatives

STATE OF MISSISSIPPI • OFFICE OF THE GOVERNOR

POST OFFICE BOX 139 • JACKSON, MISSISSIPPI 39205 • TELEPHONE: (601) 359-3150 • FAX: (601) 359-3741 • www.governorbryant.com



STATE OF MISSISSIPPI
PHIL BRYANT, GOVERNOR
MISSISSIPPI DEVELOPMENT AUTHORITY
GLENN MCCULLOUGH, JR.
EXECUTIVE DIRECTOR

October 23, 2019

Honorable R. B. Davis
President
Clay County Board of Supervisors
Post Office Box 815
West Point, Mississippi 39773

SUBJECT: Grant Agreement – Clay County– Road Improvements
Project Number – MS-19741

Dear Mr. Davis:

I am pleased to notify you that three copies of the grant agreement for your approved Appalachian Regional Commission (ARC) project are enclosed. Please read the agreement carefully, then sign all three copies, keep one for your files, and return the other two to this office no later than November 6, 2019.

At this time you should initiate the following:

(1) ENVIRONMENTAL CLEARANCE

The enclosed contracts are contingent upon environmental clearance. Environmental clearance must be completed within four (4) months of the award date or your contract will automatically be voided. No request for cash will be processed until the environmental clearance is granted (with the exception of application preparation fee).

(2) PAYMENT METHOD

Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the state. These payments shall be deposited into the bank account of Grantee's choice.

POST OFFICE BOX 849 • JACKSON, MISSISSIPPI 39205-0849
TELEPHONE (601) 359-3449 • FAX (601) 359-2832 • www.mississippi.org

Honorable R. B. Davis

October 23, 2019

-2-

Congratulations on receiving this grant to carry out this Appalachian Regional Commission project to improve the quality of life in Clay County. Please submit all the required information to the **Mississippi Development Authority, Attention: Community Services Division, Post Office Box 849, Jackson, MS 39205**. If you have questions, please contact April Smith at (601) 359-2859.

Sincerely,



Steven C. Hardin
Director
Community Services Division

SCH:acs

Enclosures

**MISSISSIPPI DEVELOPMENT AUTHORITY
GRANT SIGNATURE SHEET**


500 North West Street • Hattiesburg, MS 39401 • Post Office Box 49 • West Point, MS 39773
Hattiesburg, Mississippi

<p>1. Grantee's Name, Address, and Telephone Number</p> <p>Clay County Post Office Box 815 West Point, Mississippi 39773</p> <p>Phone: (662) 494-3124</p> <p>Fiscal Year End: September 30</p>	2. Effective Date: September 19, 2019
	3. Grant Number: MS-19741
	4. Grant Identifier: (Funding Source & Year): ARC 2019 CDFA 23.002
	5. Beginning and Ending Dates: September 19, 2019 – September 19, 2021
	6. Grant Payment Method: Current Needs
	7. Page 1 of 12
	8. Project Description: Road Improvements as specified in their 2019 Appalachian Regional Commission Grant Application.

10. The Grantee agrees to operate the program outlined in this grant in accordance with all provisions of this grant included herein. The following sections are attached and incorporated into this agreement:

- a. Budget
- b. Scope of Work
- c. General Terms and Conditions
- d. Federal Requirements
- e. State of Mississippi Appalachian Regional Commission Grant Assurances

11. Approved for Contractor:


 10/23/19

Signature Date

Name: Steven C. Hardin

Title: Director

12. Approved for Grantee:

 11-4-19

Signature Date

Name: R. B. Davis

Title: President, Clay County Board of Supervisors

Appalachian Regional Commission

Budget

Applicant: Clay County

Funding Year: 2019 Grant Year: 2019 Contract: MS-19741

Description	ARC		Other Funding Sources		Total
			LOCAL		
General Administration	\$ 6,000.00	\$ 34,000.00			\$ 40,000.00
Application Prep.					\$ -
Subtotal (A)					\$ 40,000.00
Description	ARC		Other Funding Sources		Total
			LOCAL		
Access Road					\$ -
Acquisition					\$ -
Architectural/Engineering	\$ 28,000.00	\$ 87,450.00			\$ 115,450.00
Bridges					\$ -
Contingency	\$ 18,500.00	\$ 21,800.00			\$ 40,300.00
Demolition					\$ -
Downtown Improvements					\$ -
Drainage/Flood Improvements					\$ -
Legal					\$ -
Other Utilities					\$ -
Planning					\$ -
Public Building Construction					\$ -
Public Building Renovations					\$ -
Public Services					\$ -
Sewer Line(s)					\$ -
Street & Road Improvements	\$ 187,500.00	\$ 463,750.00	\$ 150,000.00		\$ 801,250.00
Water Booster Station					\$ -
Water Line(s)					\$ -
Water Tank					\$ -
Water Treatment					\$ -
Sewage Collection System Improvem					\$ -
Wastewater Treatment Improvements			\$ -		\$ -
Subtotal (B)	\$ 234,000.00	\$ 573,000.00	\$ 150,000.00	\$ -	\$ 957,000.00
Grand Total (A + B)	\$ 240,000.00	\$ 607,000.00	\$ 150,000.00	\$ 0.00	\$ 997,000.00

SCOPE OF WORK

The scope of work for this project shall be as stated in the Project Description and as approved in the Appalachian Regional Commission grant application. Should a change in the scope of work be necessary, the Grantee (grant applicant) shall provide MDA, Community Services Division, with updated information regarding beneficiaries and cost benefit ratio on any MDA approved change in scope.

GENERAL TERMS AND SPECIAL CONDITIONS

Pursuant to an arrangement between MDA and the Appalachian Regional Commission (hereinafter "ARC"), MDA administers the provision of ARC assistance for certain projects within the ARC area of service. As described in the Project Description, ARC funding is being provided to Grantee to assist at the Project Site. The Project will provide the infrastructure necessary for job creation and retention in the county and State in which the Project is located and will promote and strengthen the economy and sustain economic development for an improved quality of life.

ARC has requested MDA's assistance in facilitating the implementation of the Project. MDA will administer the funds provided by ARC in accordance with the contract between ARC and MDA. Pursuant to that contract, MDA will provide technical advice and assistance and ARC financial assistance to Grantee. No MDA funds are provided under this Agreement. This Agreement is being entered into to set forth in writing the terms pursuant to which MDA will provide assistance to Grantee and to delineate the respective rights, duties, and obligations of Grantee and MDA concerning the Project in accordance with the plan set forth in the application of the above mentioned Grantee and subject to any attached revisions or special conditions. This contract is contingent on the availability of funds from the Appalachian Regional Commission.

This contract is subject to all applicable rules, regulations, conditions, and assurances as prescribed by the Mississippi Development Authority's (MDA) Appalachian Regional Commission's State Basic Agency Program Design, ARC Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Standard Form 424D: Assurances-Construction Programs, MDA'S ARC Guidelines and Implementation Manual and to each and every Federal and State Statute and guideline affecting the application for, receipt of, and expenditure of Appalachian Regional Commission Grant funds.

This contract is also made subject to any and all conditions, special conditions, and assurances attached hereto and made a part hereof at the time of the award of these funds. The application submitted for these funds is incorporated by reference herein and made a part hereof, including any changes, modifications, deletions, or amendments contained therein.

Any unauthorized change or amendment by the Grantee to the provisions of this contract shall be considered invalid, and MDA reserves the right not to reimburse the Grantee for any expenses or costs associated with such an unauthorized change or amendment.

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

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

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

1. Application of the Mississippi Employment Protection Act of 2008

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

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

2. Debarment and Suspension

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

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

3. Special Conditions That Require Written Clearance

A. Mississippi State Department of Health Approval

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

B. Department of Environmental Quality Approval

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

C. Mississippi Public Service Commission Approval

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

D. Environmental Clearance

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by recipient of a release of funds from the Mississippi Development Authority under 24 CFR Part § 58. The parties further agree that the provision of any funds to the project is conditioned on the recipient's determination to proceed with, modify or cancel project based on the results of a subsequent environmental review. No project costs shall be paid by CSD prior to environmental clearance. Construction may not begin until the environmental assessment has been conducted.

Environmental clearance must be completed within four (4) months of the award date or the contract will be voided. Waivers to the four (4) month rule may be granted on a case-by-case basis. The Division Director will be the only signature authority for waivers.

4. Building Standards

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

5. State Aid Standards

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

6. Fire Safety Codes

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

7. Nonperformance Standards

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

8. Nondiscrimination Policy

Grantee must adopt a policy stating that they will not discriminate in hiring and employment practices against any individual on the grounds of race, age, handicap, religion, color, sex or national origin.

9. Application

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

10. Labor Standards

Grantees using federal funds must follow all applicable federal labor standards, which are set forth in the following statutes: Davis-Bacon Act 40 USC 276 (a-a5), Copeland "Anti-Kickback" Act 40 USC 276 (c), and Contract Work Hours and Safety Standards Act 40 USC 327-333.

11. Uniform Relocation Assistance and Real Property Acquisition Policies Act

Grantee will ensure that construction projects that involve the acquisition of real property as a result of the ARC funds comply with the Act's requirements.

12. Minority and Women Owned Business Enterprises

Grantee will follow state and federal policy requirements pertaining to the promotion of Minority Business Enterprises (MBE) and Women Owned Business Enterprises (WBE) as set forth in the CSD Policy.

13. Conflict of Interest

Grantee will comply with the Mississippi Conflict of Interest Act and the ARC Grant Agreement General Conditions. The Grantee must also comply with 24 CFR Part 570.611 which states: no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to ARC activities assisted under this part, or who are in position to participate in a decision making process or to gain inside information with regard to such activities, may obtain a financial interest or benefit from an ARC-assisted activity...either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter... (c) Persons covered. The conflict of interest provision of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer or elected official or appointed official of the recipient, or of any designated public agencies, or recipients which are receiving funds under this part.

14. Equal Opportunity Requirements

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

15. Grant-Related Income

Grant-related income means gross income earned by Grantee from grant supported activities and shall include but not be limited to, income from service fees, sale of commodities, or usage or rental fees. All grant-related income shall be reported to ARC in the progress and final reports required by the ARC Agreement.

16. Paymode

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

FINANCIAL MANAGEMENT, REPORTS AND RECORD KEEPING

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

MDA reserves the right to inspect the local unit of government's financial management systems and to impose additional accounting requirements to ensure that accounting requirements are being met.

1. Access to Records and Facilities

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

2. Audits and Monitoring

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

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

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

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

3. Procurement

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

4. Budget Revision Acceptance

The Grantee agrees and accepts all changes to the budget pages of its ARC application; and the revised budget forms attached to this contract shall constitute the true and correct budget for the Grantee's ARC project, and are hereby incorporated by reference herein and made a part of this contract. Any additional revisions to the approved budget must be approved by MDA and ARC in writing prior to implementation and then shall be part of this agreement and incorporated by this reference.

5. In-Kind Services

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

6. Leveraged Funds

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

7. Request for Cash

When submitting a request for cash, the Grantee must provide the Request for Cash form sheet, the Consolidated Support Sheet and invoices. Drawdowns should be made only in the amount necessary to meet current disbursement needs. When submitting a request for cash, the Grantee is certifying that all invoices were incurred in accordance with the grant agreement and approved budget. A zero balance must be maintained and funds disbursed within three (3) days.

8. Close-out Package

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

FEDERAL REQUIREMENTS

Grantee shall:

1. Recordkeeping
 - a. Keep accurate records and books of accounts showing the items and costs billed under this Agreement. Upon reasonable notice, MDA, its agents, or the U.S. General Accounting Office shall have the right to audit without restrictions, at any time during normal working hours, all costs incurred by Grantee and billed to MDA and cost data supporting the approved agreement. This right to audit includes an examination of Grantee's books, records, documents, and other evidence and accounting procedures and practices relating thereto.
 - b. Preserve and make available its records and books of accounts, including computer records in machine readable form, for a period of three (3) years from the date of final payment under this Agreement; provided, however, if this Agreement or any task is terminated, the records relating to the work terminated shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement; provided, further, records and books of accounts, including computer records in machine readable form, which relate to litigation or the settlement of claims arising out of the performance of this Agreement, or costs and expenses of this Agreement to which exception has been taken by MDA, shall be retained until such appeals, litigations, claims, or exceptions have been disposed of.
 - c. Include the requirements of this section in each subcontract hereunder.
2. Provide assistance to MDA by submitting technical information, conducting assessment of environmental impacts and preparing National Environmental Policy Act (NEPA) documents as determined by MDA to be necessary in discharging applicable NEPA obligations. This Agreement may be unilaterally terminated by MDA if MDA decides, based on its NEPA review, not to go forward with the actions to administer the ARC grant.
3. Be responsible for complying with or ensuring compliance with all applicable laws and regulations including those related to environmental protection, building codes, safety ordinances, handicapped accessibility, and the Davis-Bacon Act. Contractor or its general contractor/subcontractors shall submit with its invoices satisfactory Davis-Bacon Act compliance information.
4. Not engage in any activity that would be in violation of local, state, or federal law, or would result in an anticipatory breach of the obligations of a federal agency under NEPA, the National Historic Preservation Act (NHPA), Endangered Species Act (ESA), Executive Order 11988 (Floodplain Management), Executive Order 11990 (Protection of Wetlands) or other laws requiring environmental review prior to undertaking a federal action.
5. Comply with the requirements of Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975. Grantee shall include the requirements of this section in each agreement with a recipient of federal financial assistance hereunder.
6. Comply with Executive Order No. 11246, as amended, and the equal opportunity provisions set forth below. Grantee shall include the requirements of this section in each subcontract hereunder. A notice of requirements will be furnished to Grantee to assist Grantee and its general contractor/subcontractors with compliance.
7. The Grantee hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed

on the credit of the federal government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan insurance, or guarantee, the following equal opportunity clause.

During the performance of this construction contract, the constructor agrees as follows:

- a. The constructor will not discriminate against any employee or constructor for employment because of race, color, religion, sex, or national origin. The constructor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The constructor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The constructor will, in all solicitations or advertisements for employees placed by or on behalf of the constructor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. The constructor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the constructor's commitments under section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The constructor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The constructor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the constructor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the constructor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The constructor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The constructor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, however, that in the event the constructor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as the result of such direction by the administering agency, the constructor may request the United States to enter into such litigation to protect the interests of the United States.

The Grantee further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if the Grantee so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Grantee agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Grantee further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order No. 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Subgrantee agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Subgrantee under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Subgrantee; and refer the case to the Department of Justice for appropriate legal proceedings.

Ensure that the party responsible for construction shall comply with the requirements of Executive Order 12699 which requires that appropriate consideration of seismic safety be made for any new building (including new additions to existing buildings) financed in whole, or in-part by funds provided by MDA. (Building means any structure, fully or partially enclosed, used or intended for sheltering persons or property.) Said building shall be designed and constructed using the most recent edition of those codes, standards, and practices that are substantially equivalent to, or exceed the latest edition of, the National Earthquake Hazards Reduction Program Recommended Provisions for Development of Seismic Regulations for New Buildings (hereinafter referred to as "NEHRP Provisions"). The Interagency Committee on Seismic Safety in Construction (ICSSC) has determined that the latest editions of the following model building code and national standard provide a level of seismic safety equivalent to that provided by the NEHRP Provisions: (a) The 1997 International Conference of Building Officials, "Uniform Building Code (UBC) and (b) The American Society of Civil Engineers 7-95: Minimum Design Loads for Buildings and Other Structures (ASCE 7). Only those state, county, local, or other jurisdictional building ordinances adopting and enforcing codes or standards that are equivalent to or exceed the NEHRP Provisions may be used.

8. (If over \$100,000) Comply with section 310 of Public Law No. 101-121 (codified at 31 U.S.C. §1352), and the provisions set forth below regarding restrictions on lobbying. By signing this Agreement, Grantee certifies compliance with the foregoing in accordance with the below certification:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The undersigned shall require that the language of this Certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**STATE OF MISSISSIPPI
APPALACHIAN REGIONAL COMMISSION
ASSURANCES**

The Subgrantee hereby assures and certifies that:

1. It possesses the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (include funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in the application.
2. It will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. It will not dispose or, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. It will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. It will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. It will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. It will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the nineteen (19) statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
9. It will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. It will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to the confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to

nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. It will comply, or has already compiled, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result for Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project regardless of Federal participation in purchases.
12. It will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. It will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. It will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. It will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality controls measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurances of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. It will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers systems.
17. It will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. It will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. It will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. It will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

**APPALACHIAN REGIONAL
COMMISSION CONSTRUCTION
PROGRAM**

**POLICIES & PROCEDURES IMPLEMENTATION
MANUAL**

mississippi development authority

MISSISSIPPI

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1 | Page
Appalachian Regional Commission Manual



TABLE OF CONTENTS

I. INTRODUCTION	3
A. MISSISSIPPI APPALACHIAN REGIONAL COMMISSION PROGRAM	3
B. STATE BASIC AGENCY GRANTS ADMINISTRATION PROGRAM – MDA	7
C. PROGRAM CONTACTS.....	8
D. AREA MAP.....	9
II. RESPONSIBILITIES OF LOCAL UNITS OF GOVERNMENT	10
A. GRANT AGREEMENT	10
B. CODE OF STANDARDS OF CONDUCT	12
C. ETHICS IN GOVERNMENT	14
III. PRE-CONSTRUCTION PHASE	16
A. GRANT ADMINISTRATION	16
B. ENVIRONMENTAL REVIEW	17
C. SPECIAL CONDITIONS.....	19
D. PROCUREMENT	19
E. ACQUISITION	34
IV. CONSTRUCTION PHASE	35
A. GENERAL PROVISIONS	35
B. LABOR STANDARDS PROVISIONS	40
C. EQUAL EMPLOYMENT OPPORTUNITY (EEO) AND MINORITY BUSINESS ENTERPRISES AND WOMEN BUSINESS ENTERPRISES (MBE/WBE).....	60
V. FINANCIAL MANAGEMENT	64
A. GENERAL PROVISIONS	64
B. REQUEST FOR CASH	70
C. CONTRACT MODIFICATION	74
VI. MONITORING	78
A. SEMI-ANNUAL BASIC AGENCY MONITORING REPORT (BAMR)	788
B. SELECTION CRITERIA	81
C. SCHEDULING	81
D. ON-SITE MONITORING.....	82
VII. PROJECT CLOSE-OUT	85
A. CLOSE-OUT PACKAGE FORMS	85
VIII. RECORDKEEPING	97
IX. COMMON PROBLEMS	100

I. INTRODUCTION

The Mississippi Appalachian Regional Commission Construction (ARC) Program Implementation Manual is a collection of guidance and instructional materials, relevant information, forms, requirements and other data necessary for implementing an ARC project, as authorized in the Appalachian Regional Development Act of 1965 (ARDA), as amended, the ARC Code, and the provisions of the ARC Strategic Plan.

The objective of the manual is to assist the recipient in accomplishing the following:

- Ensuring compliance with federal and state regulations;
- Carrying out individual activities of an ARC project, as described in the recipient's application for funds;
- Carrying out the project in a timely manner;
- Implementing the project with adequate control over program and financial performance in a manner which minimizes the opportunity for mismanagement, fraud or waste; and
- Improving program performance, developing greater self-reliance, and augmenting management and technical capacity.

This manual also addresses project areas of compliance, which include Environmental, Procurement, Labor Standards, Equal Employment Opportunity (MBE/WBE), Financial Management, Recordkeeping and ARC Reporting.

All program participants should be familiar with the information contained in this manual. Recipient staff should view the implementation of an ARC project as a continuous learning process and should stay fully informed concerning program requirements by maintaining frequent contact with the Program Managers and Compliance Officers and should also have a full understanding of Community Services Division (CSD) Policies and Procedures.

An electronic version of the Policy and Procedures and forms discussed in this manual can be found on our website – www.mississippi.org/csd.

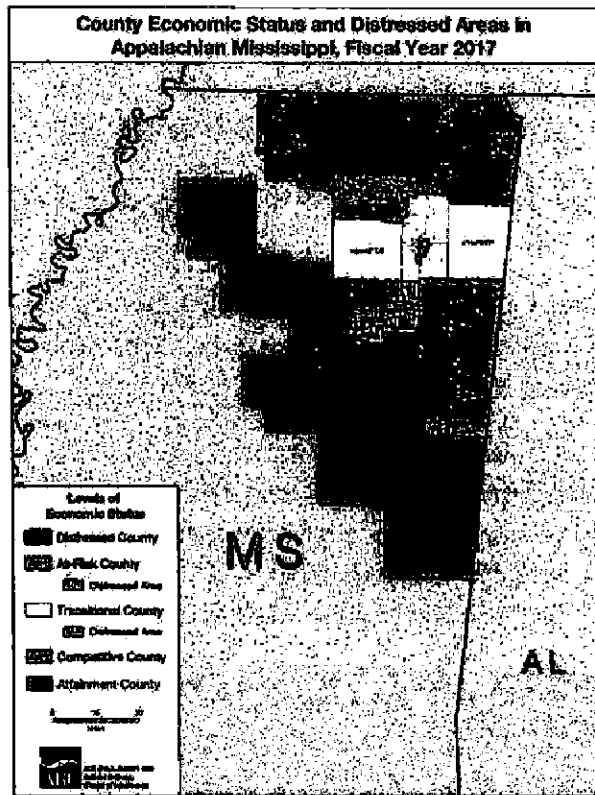
A. Mississippi Appalachian Regional Commission Program

The Appalachian Regional Commission is a regional economic development agency, representing a partnership of federal, state and local governments, designed to address local needs. ARC is comprised of the governors of the thirteen Appalachian states and a federal co-chair, who is appointed by the President of the United States. Each year Congress appropriates funds, which ARC allocates among its member states.

The Mississippi ARC program is led by the Governor's Office. Administrative responsibilities and day-to-day operations for the Mississippi ARC program have been assigned by Governor Bryant to the Director of the Appalachian Regional Office (ARO) and State Program Manager, Mike Armour. Mr. Armour is supported in the day-to-day operations at the regional level by senior associate manager, Andrea Rose.

The Appalachian Region of Mississippi consists of twenty-four counties, of which eleven (11) are considered *distressed*:

Alcorn	Itawamba	<i>Montgomery</i>	<i>Tippah</i>
<i>Benton</i>	<i>Kemper</i>	<i>Noxubee</i>	Tishomingo
Calhoun	Lee	<i>Oktibbeha</i>	Union
Chickasaw	Lowndes	<i>Panola</i>	Webster
<i>Choctaw</i>	Marshall	Pontotoc	<i>Winston</i>
<i>Clay</i>	Monroe	Prentiss	<i>Yalobusha</i>



Mississippi's Targeted Investments

1. Enhance Entrepreneurial Activity: Support initiatives to nurture new/existing businesses, develop businesses and educate current/future entrepreneurs.
2. Enhance Workforce Training: Support for initiatives that develop workforce training and occupational education programs.

3. **Provide Basic Infrastructure:** Support initiatives that improve water, sewer, roads, rails, ports, highways and broadband infrastructure.
4. **Develop and Market Strategic Assets for Local Economics:** Support initiatives to increase capacity and maximize economic benefits.
5. **Increase Healthy Living Programs and Access to Healthcare and Healthcare Professionals:** Support initiatives that focus on healthy living, expand access and promote healthy lifestyles.

Mississippi State Policies

The Mississippi Appalachian Regional Office (MARO) will focus on areas of highest need, areas suffering from economic distress, areas with existing health hazards, areas where projects will have the most impact and areas that are not able to help themselves. The MARO staff will continue to work with the Planning and Development Districts (PDD), local government officials, economic developers, non-profits and the Mississippi Development Authority to address the needs of Mississippi Appalachian citizens.

Funding requests/grant applications will be considered on a case-by-case basis and must contain performance measures, output and outcomes consistent with those set by the Commission in their Performance Plan for the current Fiscal Year. Certain types of projects are inappropriate for federal funding. Except under unusual circumstances, the following activities will not be eligible for ARC funding in Mississippi: projects related to the operation of local government, which includes the construction of city halls, courthouses, jails, etc. as well as salaries and operating costs related to government functions.

Mississippi does not place a firm dollar cap on the amount of funding an applicant can request. The funding levels are limited by the ARC Code based on county classification (distressed or transitional) and the type of project. However, the Governor reserves the right to approve or reject the requested amount of ARC funding for the project and does not have to award funds at the maximum funding level.

ARC program costs will be limited to 50% of project costs, with the following exceptions:

- Projects in ARC designated distressed counties – the maximum program costs will be 80%.
- Projects in ARC designated at-risk counties – the maximum program costs will be 70%.
- Projects serving a distressed area of an at-risk and/or transitional counties may be funded with distressed county funds, but the level of ARC program costs will be subject to the limits of the designation of the county (i.e. 70% or 50%, respectively).
- ARC program costs for multi-county project in which at least half of the counties are distressed may be increased to as much as 80% of project costs; for multi-county projects in

which at least half the counties are at-risk or a combination of at-risk or distressed may be increased to as much as 70% of project costs.

The MARO staff will screen all project applications to determine if they are eligible for funding consideration. The screening process will determine the following:

- Application completeness, accuracy and feasibility of project approach □ Eligibility under ARC Code
- Consistent with the State's Strategies and Commission's Strategic Plan
- Need for ARC assistance
- Project Readiness
- Availability of matching funds
- Timeline of project activities
- Performance measures established
- Sustainability plan

Application Timeline

- Mississippi ARC Application Workshop – November
- Pre-Application Deadline – January □ Governor's Selection of Projects – February
- Submission of Applications to ARC Washington – March/April

At any time during the fiscal year, the ARO, with permission of the Governor and the ARC Alternate, reserves the right to fast tract a project to supersede all applications when the project will create private sector or high wage jobs.

The Governor may reserve the right to recommend projects for final approval that are not included in the enclosed list of objectives and strategies but are consistent with the goals and objective outlined in ARC's Strategic Plan and Mississippi's Four-Year Plan.

General ARC Construction Project Funding Process

- Mississippi ARC office receives information about a prospective project.
- Community completes a Project Summary Format if requested by the MARO.
- If project is eligible and it is Economic Development related, then request three (3) years of financials, cost estimate and a Project Information Packet be submitted to MDA for review.
- Perform an in-house approval from Project Manager through CAO/CFO.
- If project is still eligible, MARO contacts ARC State Alternate for his review.
- At this time, applicant requests MDA serve as the Basic Agency – MDA writes a letter to ARC Washington committing to administer the project and ARC State Alternate writes a letter to ARC Washington as well.

- A Full application with all necessary documentation is sent to ARC Washington.
- Application is logged in at ARC and given to Infrastructure Program Analyst.
- Analyst reviews the application and asks for any additional information from MARO, if needed.
- Analyst submits application to Executive Director for review and then sends to Federal Co-Chairman.
- If approved, Federal Co-Chairman will approve the application. Notice is sent to MDA and the Governor's Office.
- ARC Washington electronically submits ARC grant agreement to the applicant.
- MDA's formal recommendation process will be completed, including legislative notification and Governor's award letter.
- MDA contract/grant agreement is mailed to recipient for signature.

B. State Basic Agency Grants Administration Program – MDA

The Mississippi Development Authority has been selected by the Appalachian Regional Commission under ARC's State Basic Agency Grants Administration Program. MDA has the experience required to administer federal construction grants and expects to play an active role in administering ARC construction grants.

This cooperative agreement will be carried out in general accord with the Memorandum of Understanding (MOU) between MDA and the Appalachian Regional Commission, executed on August 15, 2014. MDA agrees to provide project management and administration of ARC funds and shall act as the fiscal agent for ARC construction grantees for the purpose of receiving grant payments from ARC.

MDA will administer ARC construction projects in general accordance with the guidelines and regulations governing the State's CDBG program. However, ARC projects do not have to comply with all of the requirements in the Housing and Community Development Act of 1974.

MDA's procedures will be executed in accordance with the following documents:

- ARC Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- Standard Form 424D: Assurances – Construction Programs
- MOU between ARC and MDA
- ARC State Basic Agency Grants Administration Manual

C. Program Contacts

Mississippi Appalachian Regional Office (MARO)

Mike Armour (662) 842-3891
ARC Director marmour@mississippi.org

Andrea Rose (662) 844-1184
Project Manager arose@mississippi.org

Mississippi Development Authority

Steve Hardin (601) 359-2366
Community Services Division Director shardin@mississippi.org

Community Development Bureau

Kristen Chancellor (601) 359-9490
Bureau Manager kchancellor@mississippi.org

Brittany McCoy, Program Manager (601) 359-5756
Economic Development Project Applications bmccoy@mississippi.org
North Delta PDD and Northeast Mississippi PDD

Katrina Smith, Program Manager (601) 359-9316
Small Municipalities & Limited Population Counties Applications..... ksmith@mississippi.gov
Southwest Mississippi PDD and Southern Mississippi PDD

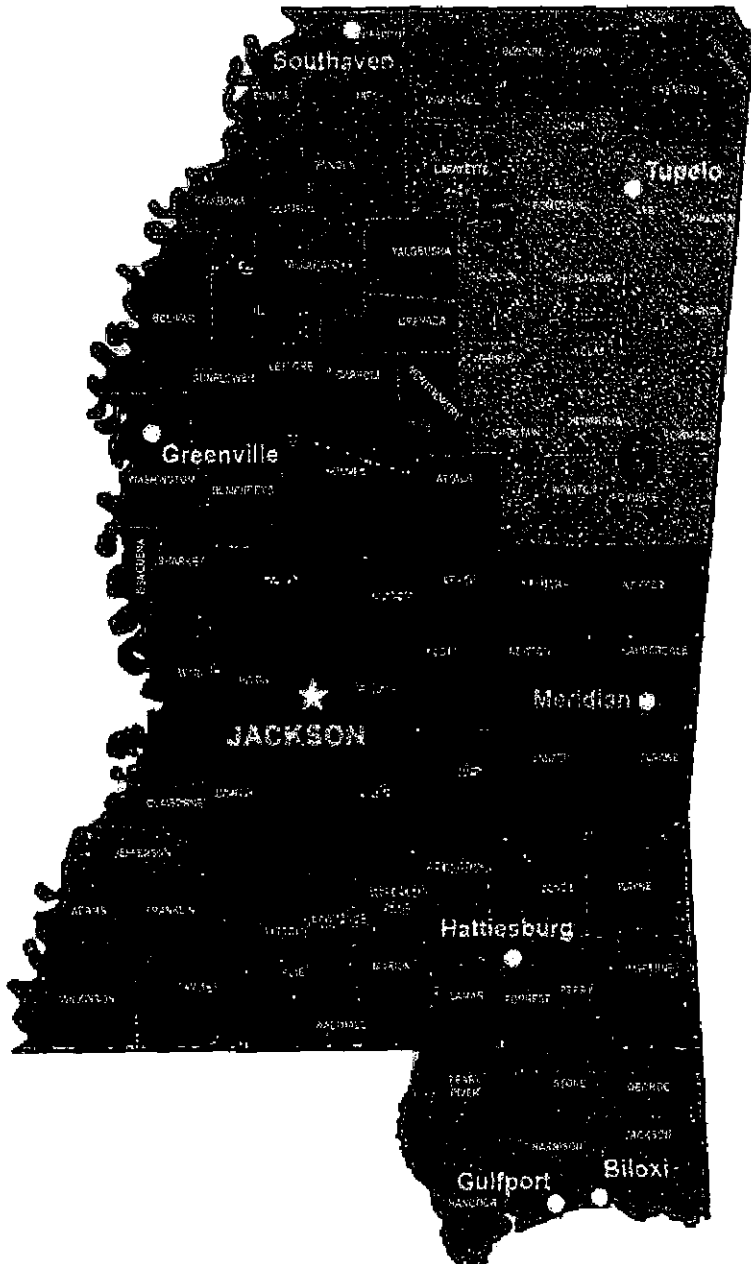
April Smith, Program Manager (601) 359-2859
CDBG Applications and ARC Applications
Golden Triangle PDD and Three Rivers PDD

Erin Hovanec, Program Manager (601) 359-2859
Central Mississippi PDD and East Central Mississippi PDD ehovanec@mississippi.org

Kaleb Gibson, Program Manager (601) 359-2873
North Central PDD and South Delta PDD

Lisa Maxwell, Loan Program Manager (601) 359-2498
CAP and RAIL Loan Program lmaxwell@mississippi.org







D. Area Map



Planning and Development Districts

- 1 North Delta
- 2 Northeast MS
- 3 South Delta
- 4 North Central MS
- 5 Three Rivers
- 6 Golden Triangle
- 7 Central MS
- 8 East Central MS
- 9 Southwest MS
- 10 Southern MS

AREA REPRESENTATIVE:

-  Brittany McCoy
-  Kaleb Gibson
-  April Smith
-  Erin Hovanec
-  Katrina Smith
-  Appalachian Regional Commission

II. RESPONSIBILITIES OF LOCAL UNITS OF GOVERNMENT

It is the responsibility of the recipient to perform the activities of the ARC project in accordance with the Appalachian Regional Development Act of 1965 (ARDA), as amended. The recipient must ensure that project activities are carried out to avoid problems, which violate the intent of the Act. Although the duties may be delegated, **the ultimate responsibility for compliance rests with the local unit of government's officials.**

ARC projects are subject to the provisions of the ARDA, the ARC Code and Project Guidelines, the Special Provisions (Part I and Part II) the Memorandum of Understanding, the Registered State Basic Agency Grant Administration Manual and any other incorporated Supplements.

ARC grants shall be administered in accordance with the Office of Management and Budget guidelines, Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards found in Chapter 2 of Title 2 of the Code of Federal Regulations and other Federal regulations as applicable.

If the State determines that a recipient of ARC funds has failed to comply with any of the above provisions, the State shall notify the chief executive officer of the local unit of government of the noncompliance and shall request that officer to assure compliance in a timely manner.

Should the chief executive officer of the local unit of government fail or refuse to secure compliance, the State may take the following actions:

- Withhold, reduce or withdraw the grant,
- Suspend payments to the grantee, and/or
- Require the grantee to repay expended funds to the State from local, non-federal funds.

The Community Services Division requires that all records pertaining to ARC projects are to be maintained by the local unit of government at all times.

Local units of government must assure that activities undertaken meet the strategic goals outlined in the ARC Code and Project Guidelines, the ARDA and the State's community development objectives.

A. Grant Agreement

Upon being awarded an ARC grant, the grantee will execute two (2) grant agreements – one with the Appalachian Regional Commission and one with the State of Mississippi (the basic agency/fiscal agent for ARC) – for the specific amount awarded to the applicant and for the particular activity selected by the community.

The contract between the local unit of government and ARC is an important document that identifies the regulations that govern the ARC project, restrictions on the use of funds, budget, reporting, payments, termination, equal opportunity and other provision.

The contract between the local unit of government and the State is an important document throughout the life of the project. It identifies the description of the activities funded, budgeted costs (total and ARC), estimated project schedule and general terms and conditions.

Within the MDA contract document, there are five (5) important segments of which grantees should be aware. These are listed and further clarified below:

1. **Signature Sheet**: This cover sheet lists the recipient (grantee), effective dates of the contract, subgrant number, amount of funds awarded, and the attachments detailed below. This sheet is signed by the Director of the Community Services Division and requires the signature of the local elected official.
2. **Budget**: This section reflects the funds allocated to each project activity by line item. Some examples of line items are:
 - Administration
 - Architectural/Engineering
 - Contingency
 - Acquisition
 - Public Building Improvements
 - Street & Road Improvements
 - Sewage Pumping Station
 - Water Lines
3. **General Terms and Special Conditions**: This section highlights the terms and conditions related to program authority, rules and regulations pertinent to all ARC grants.
4. **Financial Management, Reports and Recordkeeping**: This section highlights the financial responsibilities and recordkeeping guidelines that are required for all contract expenditures.
5. **State of Mississippi ARC Assurances**: This section reviews all the State's assurances in relation to ARC activities.

The governing authority should very carefully review the contract in order to become familiar with all the terms and conditions contained therein. The designated official is ensuring compliance with all applicable federal, state and program provisions, regulations and requirements of the ARC program.

Please be informed that when an official affixes his/her signature to the ARC contract, he/she is agreeing to abide by all state and federal rules and regulations as well as the terms and conditions contained in the contract through the close-out of the project.

You must have an effective grant award date and environmental clearance in order to do the following:

- Enter into Professional Services and Construction Contracts

- Begin the bidding process for construction or demolition
- Begin construction (“turn dirt”)
- Spend private investment or matching funds unless a pre-agreement has been signed

*Note: At the state’s request, ARC may revoke or revise its approval of any project if the scope of work is not started or placed under contract within eighteen (18) months of approval. If the grantee has not started construction with eighteen (18) months of project approval, the grantee and MDA must provide ARC with a revised construction schedule.

B. Code of Standards of Conduct

All grantees must adopt and maintain a written code of standards of conduct to govern the performance of its officers, employees and agents engaged in the award or administration of federally awarded contracts, per 2 CFR 200.318 (c) (1).

The general procurement standards in § 200.318 require non-Federal entities to maintain written standards of conduct covering conflicts of interest, including organizational conflicts of interest. Organizational conflict of interest means that, because of relationships with a parent company, affiliate or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. If an entity believes there may be a conflict of interest, they should do everything within their power to alleviate any perception of favorability.

*Note: The Code of Standards of Conduct Resolution must be passed with every new federally funded project, regardless of the date of the previous resolution.

RESOLUTION

(____), Mississippi

CODE OF STANDARDS OF CONDUCT

**(Local Units of Government, Institutions of Higher Education,
Hospitals and Other Non-Profits)**

On this, the ____ day of _____, the above named recipient of federal funds does hereby resolve to comply with regulations set forth in 2 CFR 200.318(c)(1) and Section 25-4-105 of the Mississippi Code of 1972, as amended. Such Code of Standards of Conduct provides that:

No employee, officer, or agent of the recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer, or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The recipient's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to recipient's agreements. In resolving to comply with the above stated requirements, we hereby agree to the State of Mississippi's enforcement of the provisions of disciplinary actions prescribed in Section 25-4-109 and 25-4-111 of the Mississippi Code of 1972, as amended, should any of these standards be violated by the recipient's officers, employees, or agents, or by contractors or subcontractors or their agents.

Be it further resolved that _____, Mississippi, shall comply with the applicable requirements set forth in OMB 2 CFR Part 200 and all relevant CSD Policy and Procedures.

The above Resolution was officially adopted and duly recorded in the minutes of the before mentioned recipient.

Signature of Chief Executive Officer

Witness

C. Ethics in Government

The Mississippi Ethics Commission administers Title 25, Chapter 4, Mississippi Code of 1972, known as the Ethics in Government Act, Mississippi Ethics Commission and Article 3, Conflict of Interest and Improper Use of Office.

Article 3, Conflict of Interest and Improper Use of Office (§ 24-4-101 – § 24-4-119)

§ 25-4-101. Legislative declaration

The legislature declares that elective and public office and employment is a public trust and any effort to realize personal gain through official conduct, other than as provided by law, or as a natural consequence of the employment or position, is a violation of that trust. Therefore, public servants shall endeavor to pursue a course of conduct which will not raise suspicion among the public that they are likely to be engaged in acts that are in violation of this trust and which will not reflect unfavorably upon the state and local governments

§ 25-4-105. Contract restrictions and other prohibited conduct; penalties

- (1) No public servant shall use his official position to obtain, or attempt to obtain, pecuniary benefit for himself other than that compensation provided for by law, or to obtain, or attempt to obtain, pecuniary benefit for any relative or any business with which he is associated.
- (2) No public servant shall be interested, directly or indirectly, during the term for which he shall have been chosen, or within one (1) year after the expiration of such term, in any contract with the state, or any district, county, city or town thereof, authorized by any law passed or order made by any board of which he may be or may have been a member.
- (3) No public servant shall:
 - (a) Be a contractor, subcontractor or vendor with the governmental entity of which he is a member, officer, employee or agent, other than in his contract of employment, or have a material financial interest in any business which is a contractor, subcontractor or vendor with the governmental entity of which he is a member, officer, employee or agent.
 - (b) Be a purchaser, direct or indirect, at any sale made by him in his official capacity or by the governmental entity of which he is an officer or employee, except in respect of the sale of goods or services when provided as public utilities or offered to the general public on a uniform price schedule.
 - (c) Perform any service for any compensation for any person or business after termination of his office or employment in relation to any case, decision, proceeding or application with respect to which he was directly concerned or in which he personally participated during the period of his service or employment.

(4) Notwithstanding the provisions of subsection (3) of this section, a public servant or his relative:

(a) May be a contractor or vendor with any authority of the governmental entity other than the authority of the governmental entity of which he is a member, officer, employee or agent or have a material financial interest in a business which is a contractor or vendor with any authority of the governmental entity other than the authority of the governmental entity of which he is a member, officer, employee or agent where such contract is let to the lowest and best bidder after competitive bidding and three (3) or more legitimate bids are received or where the goods, services or property involved are reasonably available from two (2) or fewer commercial sources, provided such transactions comply with the public purchases laws.

(b) May be a subcontractor with any authority of the governmental entity other than the authority of the governmental entity of which he is a member, officer, employee or agent or have a material financial interest in a business which is a subcontractor with any authority of the governmental entity other than the authority of the governmental entity of which he is a member, officer, employee or agent where the primary contract is let to the lowest and best bidder after competitive bidding or where such goods or services involved are reasonably available from two (2) or fewer commercial sources, provided such transactions comply with the public purchases laws.

(c) May be a contractor, subcontractor or vendor with any authority of the governmental entity of which he is a member, officer, employee or agent or have a material financial interest in a business which is a contractor, subcontractor or vendor with any authority of the governmental entity of which he is a member, officer, employee or agent:
(i) where such goods or services involved are reasonably available from two (2) or fewer commercial sources, provided such transactions comply with the public purchases laws; or
(ii) where the contractual relationship involves the further research, development, testing, promotion or merchandising of an intellectual property created by the public servant.

(5) No person may intentionally use or disclose information gained in the course of or by reason of his official position or employment as a public servant in any way that could result in pecuniary benefit for himself, any relative, or any other person, if the information has not been communicated to the public or is not public information.

(6) Any contract made in violation of this section may be declared void by the governing body of the contracting or selling authority of the governmental subdivision or a court of competent jurisdiction and the contractor or subcontractor shall retain or receive only the reasonable value, with no increment for profit or commission, of the property or the services furnished prior to the date of receiving notice that the contract has been voided.

(7) Any person violating the provisions of this section shall be punished as provided for in Sections 25-4-109 and 25-4-111.

§ 25-4-107. Complaints; hearings; appeals

- (1) The commission may pursue enforcement of this chapter by means of hearings held before the commission or an independent hearing officer to determine whether a respondent violated the law and, if so, what penalty should be imposed. Hearings shall be conducted according to the Mississippi Rules of Civil Procedure and the Mississippi Rules of Evidence.
- (2) Any person aggrieved by a decision of the commission made pursuant to its hearing procedures may appeal de novo to the Circuit Court for Hinds County, and execution of the commission's decision shall be stayed upon the filing of a notice of appeal.

§ 25-4-109. Fines and other penalties

- (1) Upon a finding by clear and convincing evidence that any elected public servant or other person has violated any provision of this article, the commission may censure the elected public servant or impose a civil fine of not more than Ten Thousand Dollars (\$10,000.00), or both. The commission may further recommend to the Circuit Court for Hinds County that the elected public servant be removed from office.
- (2) Upon a finding by clear and convincing evidence that any nonelected public servant has violated any provision of this article, the commission may censure the nonelected public servant or impose a civil fine of not more than Ten Thousand Dollars (\$10,000.00), or both. The commission may further recommend to the Circuit Court for Hinds County that the nonelected public servant be removed from office, suspended, or subjected to a demotion or reduction in pay.

III. PRE-CONSTRUCTION PHASE

***Note: If a project contains both ARC and CDBG funds, the CDBG Guidelines will take precedence. If the project contains both ARC and other grant funding (i.e. Small Municipal, DIP, MDOT, SRF, etc.) the ARC Guidelines will take precedence.**

A. Grant Administration

After executing the ARC contract, the grantee must determine if his/her staff is able to perform the administrative services required to implement the project or if an outside administrator is to be chosen.

If the grantee chooses to utilize the services of a Planning and Development District, they are exempt from Procurement of Professional Services per the Bollinger Memo.

However, if the grantee chooses to utilize an outside administrator they will need to follow the Procurement Guidelines for Professional Services.

All professional services, including grant administration, must be procured utilizing the Competitive Proposal Process [2 CFR 200.320(d)] Request for Proposals (RFP) guidelines. Additional information can be found in the Procurement Section of this manual.

B. Environmental Review

Every project undertaken with federal funds, and all activities related to that project, are subject to the provisions of the National Environmental Policy Act of 1969 (NEPA), as well as to the Clean Air Act and the Federal Water Pollution Control Act regulations, as amended, at Appendix II to Part 200. The primary purpose of this Act is to protect and enhance the quality of our natural environment.

Every project requires some level of environmental review. The grantee is responsible for evaluating how the project affects the environment and what impacts the project may have on the environment. The Environmental Review is a means by which the grantee can enhance the quality of projects, protect the environment and improve the lives of the people who will benefit.

The environmental review process must be completed before any federal funds can be accessed for program-eligible activities. In addition, no work may start on a proposed project before the environmental review process is completed, even if that work is being done using non-ARC funds.

In other words, environmental clearance must be obtained for each project prior to the firm commitment of federal or non-federal funds for professional services and beginning the bidding process for construction. A violation of this requirement may jeopardize federal funding to this project and disallow all costs that were incurred before the completion of the Environmental Review.

The primary objectives of the environmental review are to identify specific environmental factors that may be encountered at potential project sites, and to develop procedures to ensure compliance with regulations pertaining to these factors. Including environmental provisions include

- Historic Preservation
- Floodplain Management
- Wetlands Protection
- Coastal Zone Management Act
- Sole Source Aquifers
- Endangered Species Act
- Wild and Scenic Rivers Act
- Air Quality (Clean Air Act)
- Farmland Protection Policy Act
- Environmental Justice
- Noise Abatement & Control
- Toxic/Hazardous Materials
- HUD Environmental Standards
- Airport Clear Zones & Accident Potential Zones

Levels of Environmental Review

- 1) **Exempt:** Activities that have no physical impact and result in no physical change on the environment – e.g. environmental and other studies; administrative and management

activities; inspections of property for hazards/defects; purchase of tools; engineering and design costs; technical assistance; training; and others as listed in §58.35(a).

2) **Categorically Excluded:** Activities that are excluded from NEPA requirements but may be subject to review under other Federal Laws. There are two classifications:

a) **Categorically Excluded, Subject To §58.5 (CEST) activities**

- Acquisition, repair, improvement, reconstruction or rehabilitation of public facilities and improvements (other than buildings) when the facilities and improvements are in place and will be retained in the same use without change in size or capacity of more than 20 percent
- Special projects directed to the removal of material and architectural barriers that restrict accessibility to elderly and handicapped persons
- Rehabilitation of buildings and improvements when the facilities/improvements are in place, will not be changed in size or capacity by more than 20 percent and do not involve a change in land use

b) **Categorically Excluded, Not Subject To §58.5 (CENST) activities**

- Tenant-based rental assistance
- Supportive services
- Operating costs
- Economic development activities (equipment purchase, inventory financing, operating expenses and similar costs not associated with construction or expansion of existing operations)
- Activities to assist homebuyers to purchase existing dwellings units or dwelling units under construction
- Affordable housing pre-development costs (legal, consulting, developer)

3) **Environmental Assessment (EA):** Required if a project does not fall under the above classifications. The purpose is to determine the significance of environmental affects and to assess alternative means to achieve the project's objectives. The point is to determine if the project is generally feasible with the ability to identify the most suitable project alternatives to meet the needs of the community.

- 4) **Environmental Impact Statement (EIS)**: Is the highest level of review and is required after the completion of the EA for any project that has been determined to have a potentially significant impact on the human environment.

Environmental clearance must be completed within four (4) months of the effective award date. No requests for cash will be processed until the environmental clearance is granted. Waivers to the four (4) month rule may be granted on a case-by-case basis by the Compliance Bureau or Community Service Division Bureau Director.

*Note: If the funded ARC project is linked to a CDBG project the environmental clearance must contain both grant numbers. If the environmental clearance was granted for one project prior to the approval of the other, the environmental clearance must be amended to include both grant numbers. A letter from the recipient requesting an amendment should be sent to Shirley Thompson/Ray Robinson in the Compliance Bureau.

Additional information on Environmental Review and Environmental Clearance can be found in the Community Services Division Environmental Policy and Procedures Manual found at www.mississippi.org/csd.

C. Special Conditions

If the project requires written clearance of Special Conditions, these must be obtained prior to the release of any ARC construction-related funds.

Special Conditions are as follows:

- **Mississippi State Department of Health [3(A)]** – If applicable, the grantee must provide written documentation of the approval of all water improvement construction plans and specifications.
- **Department of Environmental Quality [3(B)]** – If applicable, the grantee must provide written documentation of the approval of all wastewater or solid waste improvement construction plans and specifications by the Office of Pollution Control.
- **Mississippi Public Service Commission [3(C)]** – If applicable, the grantee must provide written documentation that the Mississippi Public Service Commission has issued a “Certificate of Public Convenience and Necessity” for all improvement projects (water, sewer and gas) in an uncertificated and/or underserved area, and/or the transfer of ownership of a system.

D. Procurement

The grantee must ensure that all procurement and contracting for goods and services related to a federally funded project follow all applicable federal and state procurement requirements

throughout the process as set forth at 2 CFR Part 200 of the Uniform Administrative Requirements. The Compliance Bureau provides technical guidance to assist with procurement policies and procedures.

All procurement transactions, regardless of dollar amount, must be conducted in a manner to provide free and open competition – defined as all suppliers of goods and services have the ability to be made aware of the proposed procurement action with no restriction placed on their ability to compete.

Additional information on Procurement can be found in the Community Services Division Procurement Policy and Procedures Manual found at www.mississippi.org/csd.

Applicable to All Procurement

Mississippi Procurement Technical Assistance Program (MPTAP) – State law requires state agencies and local units of government to send MPTAP written notice of procurement activities in excess of \$50,000.

- The grantee must submit bid notifications electronically to the MPTAP via the Agency Bid Bank website. All Certified Mail, U.S. Mail, email or fax submissions will not be accepted.
- The Agency Bid Bank website is located at www.agencybidbank.mississippi.org.
- All Bid Notifications should be submitted to the Agency Bid Bank on the same day as the bid notification is submitted to the newspaper. Once submitted, MPTAP will send an acknowledgement of the online submission via email.
- The grantee must maintain the MPTAP acknowledgement in the procurement file for recorded keeping and monitoring purposes.

State Bid Time Requirements – Publication requirements:

- **Expenditures under \$50,000** – may be purchased from the lowest and best bidder without advertising for bids provided that at least two (2) competitive written bids from qualified sources have been obtained.
 - The date for the published bid opening shall not be less than seven (7) working days after the last notice is published.
 - **Example (dates)** – If the last notice was published on March 1, 2020, then the grantee may close the bid process no earlier than March 10, 2020.

- **Expenditures over \$50,000** - may be made from the lowest and best bidder after advertising for competitive bids once each week for two (2) consecutive weeks in a regular newspaper published in the county or municipality in which such governing authority is located.
 - The date for the published bid opening shall not be less than fifteen (15) working days after the last notice is published.
 - **Example (dates)** – If the last notice was published on March 1, 2020, then the grantee may close the bid process no earlier than March 22nd (15-working days).

Minority Business Enterprise/Women Business Enterprises (MBE/WBE) – local units of government and programs administrators are required to comply with CSD Policy regarding MBE/WBE participation and utilization. A minimum of two (2) minority/ female owned businesses must be solicited for each activity.

Procurement History Records – must include the rationale for the method of procurement used, selection of contract type, contractor selection/rejection and basis for contract price.

Contract Provisions – Standard contract provisions listed in Appendix II to 2 CFR Part 200 are applicable.

Solicitations – must explain all requirements that the bidder/offeror has to meet for their bid to be evaluated and be based on a clear and accurate description of the material, product or service to be procured and cannot contain features that unduly restrict competition.

Some situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements in order for them to qualify
 - Requiring unnecessary experience and excessive bonding
 - Noncompetitive pricing practices
- Noncompetitive awards to consultants that are on retainer contracts
- Specifying only a brand-name product
- Any arbitrary action in the procurement process

Conflict of Interest – grantee will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration contracts. Conflict of Interest provisions at 2 CFR 200.318(c) are to be incorporated. **A sample code of conduct resolution can be found on page 11.**

Multi-Service Contracts – Multi-service contracts are prohibited. The same supplier/offeror cannot provide more than one service to a project. For example, a grant administrator may not serve as both the engineer and the grant administrator for the same project.

Professional Services

Competitive Proposal [2 CFR 200.320 (d)] – is normally conducted with more than one source submitting a bid/offer and either a fixed price or cost-reimbursement type contract is awarded. Utilized in the procurement of ALL professional services contracts – namely, administration and engineering. This method has two parts:

- **Requests for Proposals (RFPs)**: utilized to procure professional services other than Architectural/Engineering when conditions are not appropriate for the use of sealed bids.
- **Requests for Qualifications (RFQs)**: utilized to procure the professional services of architectural or engineering firms. While cost is not a factor in RFQs a selection is made based on the offeror's qualifications, subject to negotiations or fair and reasonable compensation. The qualification statement must be evaluated by the selection criteria identified in the RFQ and cost negotiations should be conducted with the top-ranking firm.

Bollinger Memo – “The Bollinger Memo” (as it is commonly called) ruling, as to the status of Planning and Development Districts in competitive proposals for procurement of services, is still in effect.

Solicitation – Requests for Proposals (RFP/RFQ) must be publicized, identify all evaluation factors and their relative importance and must be solicited from an adequate number of qualified sources.

Instruction Advertisement – Must be published at least once in a newspaper of general circulation and actively solicited by certified, return receipt mail.

Selection Criteria – a written method of conducting technical evaluations must be maintained for all proposals received and for selective awardees. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

Required Documentation – written technical requirements for services required, proof of publication of RFP/RFQ, proof of solicitations, written technical evaluations of proposals to include cost analysis, minutes showing observation of date/time opening requirements and proof of Mississippi Procurement Technical Assistance Program (MPTAP) notification must be documented in the ARC project file and available for review.

Project Specifications- a licensed engineer or architect is required to prepare the specifications and estimates and to supervise the work of public works contracts in excess of \$100,000. Such services are only required for in-house public work in excess of \$150,000 (Section 73-13-45).

* Note – must follow all other procurement guidelines as specified in the “Application to All Procurement” section.

REQUEST FOR PROPOSALS FOR ADMINISTRATION SERVICES

The Town/City/County of _____ requests proposals from qualified firms or individuals for the preparation of FY 20__ Appalachian Regional Commission (ARC) application(s) and for the administration of approved ARC project(s). You are invited to submit a proposal, in accordance with this request, to the Office of the Town/City/County Clerk, Town/City/County of _____; (mailing address for entity) no later than ____ p.m. on _____ (date)____, 20__.

The Administrative Consultant will be responsible for preparing the ARC application(s) and for implementing the Town/City/County's ARC project(s) through close-out, pending award(s) by the Mississippi Development Authority. The Administrative Consultant must carry out all activities in accordance with federal and state laws, regulations and procedures of the ARC Program. The contract will be on a lump sum basis, and the amount of funds is not known as this time.

The Town/City/County of _____ is an Equal Opportunity Employer. The Town/City/County encourages Minority-owned Business Enterprises (MBEs) and Woman-owned Business Enterprises (WBEs) to submit proposals.

All proposals must be submitted in a sealed envelope and marked with the following language: "Proposal for ARC Administrative Services." Proposals will be evaluated on the following factors: Qualifications (40 points), Experience (40 points) and Capacity for Performance (20 points). To be evaluated properly, the following must be addressed in detail:

Qualifications – List of qualifications of persons to be assigned to project;

Experience – Information regarding the firm's experience and the projects previously undertaken, including the type and amount of grants awarded, the projects activities, and the status of the projects;

Capacity for Performance – Identify the number and title of staff assigned to provide services.

The Town/City/County will designate a selection committee to evaluate each proposal. The selection committee may hold proposals for a period of not to exceed thirty (30) days for the purpose of reviewing the content of the proposals and investigating the qualifications of the firms and assigned individuals. The Town/City/County reserves the right to reject and and/or all proposals.

The Town/City/County will award a contract with the qualified individual or firm whose proposal has the highest number of cumulative points issued by the selection committee and determined to be the most advantageous to the Town/City/County, price and other factors considered. The contract will include scope and extent of work and other essential requirements. An individual contract will be executed for each application prepared and each awarded project that is administered. The Town/City/County has the authority to terminate the selection at any time.

REQUEST FOR PROPOSALS FOR ENGINEERING/ARCHITECTURAL SERVICES

The Town/City/County of _____ requests proposals from qualified firms or individuals to provide engineering services for work related to the implementation of approved FY 20__ Appalachian Regional Commission (ARC) project(s). You are invited to submit a proposal, in accordance with this request, to the Office of the Town/City/County Clerk, Town/City/County of _____; (mailing address for entity) no later than ____ p.m. on _____ (date) ____, 20__.

The Engineer will be responsible for performing all engineering services through project closeout in accordance with federal, state and local laws, regulations and policies. The scope of work includes but is not limited to the following: 1) prepare plans and specifications, 2) distribute bid documents, 3) assist in bid opening and prepare bid tabulation, 4) assist in the execution of construction contracts, 5) hold preconstruction conference, and 6) perform construction inspection including periodic reports to the Town/City/County and approve all payment requests.

The Town/City/County of _____ is an Equal Opportunity Employer. The Town/City/County encourages Minority-owned Business Enterprises (MBEs) and Woman-owned Business Enterprises (WBEs) to submit proposals.

All proposals must be submitted in a sealed envelope and marked with the following language: "Proposal for ARC Engineering Services." Proposals will be evaluated on the following factors: Qualifications (40 points), Experience (40 points) and Capacity for Performance (20 points). To be evaluated properly, the following must be addressed in detail:

Qualifications – List of qualifications of persons to be assigned to project;

Experience – Information regarding the firm's experience and the projects previously undertaken, including the type and amount of grants awarded, the projects activities, and the status of the projects;

Capacity for Performance – Identify the number and title of staff assigned to provide services.

The Town/City/County will designate a selection committee to evaluate each proposal. The selection committee may hold proposals for a period of not to exceed thirty (30) days for the purpose of reviewing the content of the proposals and investigating the qualifications of the firms and assigned individuals. The Town/City/County reserves the right to reject and and/or all proposals.

Subject to ARC award(s) and the removal of all environmental conditions, the Town/City/County will award a contract with the qualified individual or firm whose proposal has the highest number of cumulative points issued by the selection committee and determined to be the most advantageous to the Town/City/County, price and other factors considered. The contract will include scope and extent of work and other essential requirements. An individual contract will be executed for each awarded project, and the contract will be on a fixed price basis. The Town/City/County has the authority to terminate the selection at any time.

Construction

Competitive Sealed Bid (Invitation for Bids IFB) – is best utilized for the purpose of obtaining contractors for construction projects and must lend itself to a firm, fixed price contract where the selection can be made principally on the basis of price (2 CFR 200.320 (c)).

Advertising – bid requirements must be published in a newspaper of general circulation once each week for two (2) consecutive weeks and bid opening time requirements must be adhered to.

Selection Criteria – contract awards should be based on the responsible bidder whose bid, conforming to all material terms and conditions of the IFB, is the lowest and best bid.

Required Documentation – written detailed specifications and pertinent attachments, proof of advertising, minutes showing IFB opened on date/time and location specified in publication and technical evaluation of tabulations must be documented in the ARC project file and available for review.

Cost Analysis

- 2 CFR 200.323(a) requires a cost analysis to be performed for every procurement action including contract modifications. The degree of analysis depends on the type of procurement and minimally, grantees must make independent estimates before receiving bids or proposals.
- 2 CFR 200.323(b) requires grantees to negotiate profit as a separate element of the price for each contract in all cases where cost analysis is performed. In order to analyze fair and reasonable profit, local units of government should consider the complexity of the work to be performed, the risk borne by the contractor, the amount of subcontracting, the quality of past performance, and industry profit rates for the surrounding geographical area.

Contracts/Bonds – All bonding requirements listed at 2 CFR 200.325 are to be adhered to:

- Bid Bond (Bid Guarantee): required from each bidder equivalent to five (5) percent of the bid price in the form of a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents.
- Performance Bond: required for the awarded contractor for an amount no less than the contract in order to secure fulfillment of all the contractor's obligations under such contract (Also see Section 31-5-51).

- Payment Bonds: required for the awarded contractor for an amount no less than the contract in order to secure payment as required by law of all persons supplying labor and materials (Also see Section 31-5-51).
- Liability Insurance: Section 31-5-51 also requires general liability insurance prior to any state agency or governing authority contract in excess of \$25,000, for coverage in an amount no less than \$1,000,000.
- Insurability of Bidders for Public Construction: bidders shall be permitted to either submit proof of current insurance coverage in the amount of not less than \$1,000,000 or demonstrate their ability to obtain the required coverage amount of insurance if the contract is awarded to the bidder within five (5) business days from bid acceptance.
- Certificate of Responsibility: contractors of public projects in excess of \$50,000 must have a "Certificate of Responsibility". All bids for such projects must show the certificate number on the face of the bid envelope (Section 31-3-21).

*Note – must follow all other procurement guidelines as specified in the "Applicable to All Procurements" section.

ADVERTISEMENT FOR BIDS 20XX (PROJECT TITLE)

ARC -GRANT #MS-XXXXX

TOWN/CITY/COUNTY OF _____, MISSISSIPPI

Sealed bids will be received by the Town/City/County of _____, Mississippi, located at (street address) (P.O. Box), _____, Mississippi _____, until 1:00pm local time on (weekday), (month day, year), for supplying all labor and materials (as specified) necessary for construction of the 20XX (project title).

The work generally consists of (Give a description of the work required).

The above general outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all plant, labor, equipment and materials required by the specifications and the drawings referred to therein.

Contract time shall be XXX consecutive calendar days from the effective date shown in the Notice to Proceed. Liquidated damages will be assessed in the amount of the actual costs incurred for each consecutive calendar day beyond the specified contract time.

Special Damages: In addition to the amounts provided for liquidated damages, expenses and other losses, Contractor, in the event of such default, shall pay to the Owner the actual costs, expenses and other losses reasonably incurred by Owner.

Bidder must be qualified under Mississippi Law and show current Certificate of Responsibility issued by the Mississippi State Board of Public Contractors establishing his classification as to the value and type of construction on which he is authorized to bid.

Each Bidder shall write his Certificate of Responsibility Number on the outside of the sealed envelope containing his proposal.

Proposals be submitted in duplicate, sealed and deposited with the City/Town/County of _____, Mississippi prior to the hour and date hereinbefore designated. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

Each Bidder must submit with his proposal a separate attachment stating his qualifications to perform the work. The Statement of Qualifications shall list past projects of similar size and nature, a list of references with name and telephone number, a list of key personnel who will perform the work, and other information supporting the Bidder's qualifications.

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident Bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed state law requires a non-resident bidder to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

ADVERTISEMENT FOR BIDS (continued)

28 | Page

Appalachian Regional Commission Manual

104

Each Bidder must deposit with his proposal, a Bid Bond or Certified Check in an amount equal to five percent of his bid, payable to the City/Town/County of _____, Mississippi, as bid security.

Bidders shall also submit a current financial statement, if requested, by the City/Town/County of _____, Mississippi.

The successful bidder will be required to furnish a Payment Bond and Performance Bond each in the amount of 100 percent of the contract amount.

Contract Drawings, Contract Specifications, Instructions to Bidders and Bidders Proposal Forms are on file and open to public inspection in the office of the City/Town/County Clerk of _____, Mississippi. Copies of the Instructions to Bidders, Bid Forms, Contract Drawings and Contract Specifications may be procured at the office of the Engineer between 8:00AM and 5:00PM, Local Time, Monday through Friday, upon payment of \$100.00 for each set, which will not be refunded. Checks are to be made payable to the Engineer.

A pre-bid meeting will be held on (Weekday), (Month Day), 20XX, at XX: 00PM at _____ to discuss the Section 3 requirements of the Contract and outline Contractor's action steps during the bidding process which are necessary to comply with the current ARC requirements.

Minority and women's business enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities, equipment, material and/or supply needs.

The City/Town/County of _____ is an Equal Opportunity Employer. The City/Town/County of _____ hereby notifies all Bidders that it will affirmatively insure that in an contract entered into pursuant to this advertisement will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, sexual preference, marital or veteran status, or any other legally protected status in consideration for an award.

The Engineer is (Name, Address and Telephone Number of Engineer).

The City/Town/County of _____ reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

BY: _____, Mayor/President

City/Town/County of _____, Mississippi

Dates of Publication: _____

Non-Competitive Proposals

Non-competitive proposals may only be utilized when the award of a contract is infeasible under the other procurement methods and one of the following circumstances applies:

- **Sole source:** The item is only available from a single provider/supplier.

- **Public emergency:** When an emergency arises that will not permit a delay resulting from competitive solicitation requirements.
- **Inadequate competition:** when the solicitation of a number of sources determines that competition is inadequate.

When competition is determined to be inadequate, the grantee must obtain the approval from CSD to utilize Non-Competitive Procurement. If a contractor is performing other consultant services for the grantee, it is not adequate justification for a non-competitive negotiated award.

Required Documentation: all documentation required under competitive proposal procurement plus the determination that responses were inadequate (memo to file) must be kept in the ARC project file and made available. Also, the cost/price analysis must still be conducted

Small Purchases for Non-Professional Services & Supplies

Less than \$5,000 – may be purchased without advertising or otherwise requesting competitive bids. This method lends itself best to simple, informal purchases in which price quotations are obtained from an adequate number of qualified sources.

- Documentation of procurement would include a description of supplies/services needed, a list of vendors/suppliers called and price quotes obtained.
- Selection would be based on lowest and best supplier.

At least \$5,000 but not more than \$50,000 – may be purchased from the lowest and best bidder without advertising for bids provided that at least two (2) competitive written bids have been obtained.

- Documentation of procurement would include descriptions of supplies/services needed, list of vendors/supplies called or notified and written individual quotes from each contacted vendor/supplier.
- Selection would be based on lowest and best supplier.

Micro-Purchases

A micro-purchase is less than \$3,000 and they can be awarded without soliciting competitive bids if the grantee considers the price to be reasonable. To the extent practical, the grantee must distribute micro-purchases equitably among qualified suppliers.

Required Contract Provisions

Professional services contracts must include the following provisions:

- Violation or breach of contract terms
- Termination clause (contracts over \$10,000)
- Equal Employment provision (contracts over \$10,000)
- Access and Retention of Records clause

Construction contracts must include the contract provisions referenced in 24 CFR Part 84 or 85 (Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts under Federal Awards):

- Violation or breach of contract terms
- Termination clause (contracts over \$10,000)
- Equal Employment provision (contracts over \$10,000)
- Copeland “Anti-Kickback” Act
- Compliance with Davis-Bacon Act (contracts over \$2,000)
- Contract Work Hours and Safety Standards
- Access and Retention of Record clause
- NEPA Clean Air and Water Act (contracts over \$100,000)

ELECTRONIC CODE OF FEDERAL REGULATIONS

e-CFR data is current as of January 19, 2017

Title 2 → Subtitle A → Chapter II → Part 200 → Subpart F → Appendix

Title 2: Grants and Agreements
PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS
Subpart F—Audit Requirements

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must 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 or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must 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 one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are

unsanitary, hazardous or dangerous. 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.

(F) Rights to inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78606, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

Need assistance?

E. Acquisition

All federally funded projects that involve acquisition or relocation/displacement must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) of 1970, as amended and implementing regulations at 49 CFR Part 24. The purpose of the URA is to ensure that real property owners are treated fairly and consistently and eliminate coercion or actions that could be interpreted as such.

The URA takes effect with the grantee's formal decision to "acquire" a specific property or properties for an ARC project.

The Act applies to the following types of project acquisitions:

- Permanent and temporary easements **necessary** for the project
- Fee simple title/a parcel of land
- Long-term leases of 50 years or more
- Right of ways

Grantees conducting a project under the URA must carry out their legal responsibilities to affected property owners and displaced persons and should plan accordingly to ensure that adequate time, funding and staffing is available to carry out these responsibilities.

***Note: All acquisition/easements must be obtained within nine (9) months of the effective date of the contract. If the required acquisition/easements have not been obtained, the Mississippi Development Authority may at its discretion terminate the contract and recapture the allocated funds.**

Real property acquisition steps

- Ensure that property owner receives the brochure "When a Public Agency Acquires your Property".
- Appraise property before negotiations.
- Invite the property owner to accompany the appraiser during the property inspection.
- Provide the owner with a written offer of just compensation and a summary of what is being acquired.
- Pay for property before possession.
- Reimburse expenses resulting from the transfer of title such as recording fees, prepaid real estate taxes or other expenses.

Means of acquiring real property

- Voluntary Acquisition occurs when a property owner willing sells his property and there is no threat or use of eminent domain.

- Involuntary Acquisition occurs when a grantee acquires property under threat or use of eminent domain.

The URA requirements for voluntary acquisitions and involuntary acquisitions differ significantly. While there are protections for property owners in both circumstances, only involuntary acquisitions trigger the full acquisitions under the URA.

Required Documentation

It is important that grantees document all efforts made to comply with Section 3 regulations. Files should contain the following:

- Number of parcels (including easements) proposed for acquisition
- Number of units acquired, determined by owners and renters
- Type of acquisition (single unit, multifamily, commercial, easement, vacant parcel, etc.)
- Voluntary or Non-Voluntary transaction for each parcel
- Map with the identified location of each parcel of property to be acquired
- Spreadsheet documenting the acquisition for the project
- Separate file for each parcel to be acquired
- Documentation of on-site interviews conducted with property owners
- Documentation of every preliminary acquisition notice and evidence of the owners receipt of the notice
- Documentation of the appraisal information, including evidence that an invitation to accompany the appraisal was received and a review appraisal
- Documentation of a written purchase offer, including evidence that the written offer to purchase was received by the owner, a "Statement of the Basis for Determining of Just Compensation" and proof that the offer to purchase was issued within ninety (90) days after the appraisal
- Documentation of purchase and payment, including a deed, title evidence, purchase agreement, contract of sale, etc., the Statement of Settlement Costs, evidence that the owner received the purchase price or a written notice of determination not to purchase
- Documentation of any donated parcels, including an appraisal/review appraisal, waiver to waive his/her right to an appraisal

IV. CONSTRUCTION PHASE

A. General Provisions

The grantee cannot solicit bids or obligate funds from any source – private, ARC or otherwise – for use in an ARC-assisted project prior to Environmental clearance. No new construction, excavation, demolition, rehabilitation, repair, modification or property acquisition can commence, nor commitment made to undertake such activities, until the Environmental Review is complete

and the grantee has received the formal release of funds/environmental clearance from the Mississippi Development Authority.

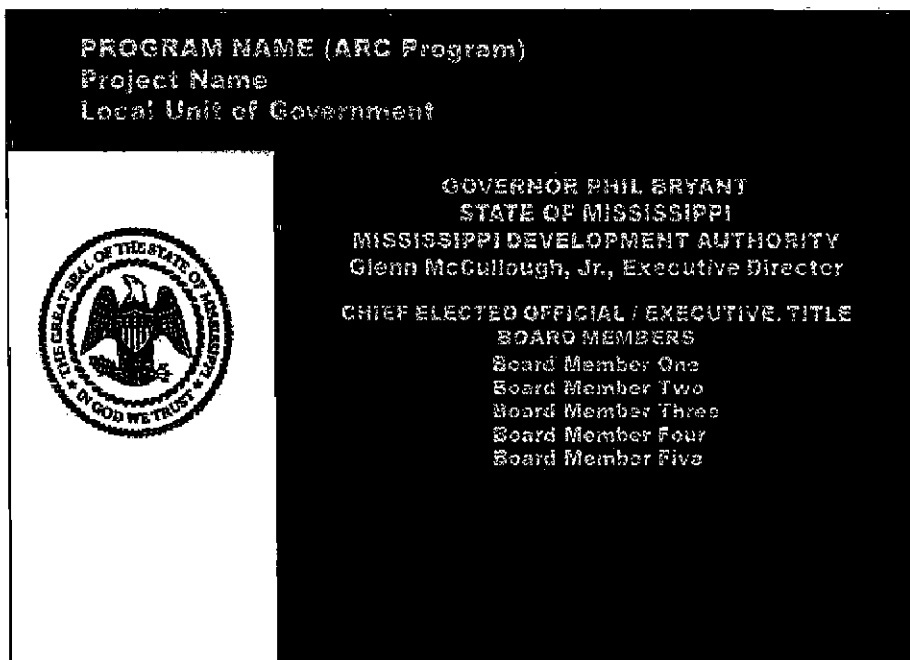
Construction must start within 18 months of the effective date of the contract. If construction has not begun, the Mississippi Development Authority may at its discretion terminate the contract and recapture the allocated funds.

Project Sign

All ARC projects must place a project sign at the job site throughout the duration of the project. **The sign should only be removed following the successful close-out of the project.**

The sign should be utilized to display the Davis Bacon wage decision and posters and the Equal Employment Opportunity information and posters.

***Note:** The project sign is the property of the grantee not the project contractor or engineering firm.



E-Verify Requirements

All ARC projects are required by the Mississippi Employment Protection Act of 2008 to register and participate in the E-Verify status verification program for all newly hired employees.

All grantees, contractors and benefitting business entering into contracts with MDA represents and warrants that it will ensure compliance with the Mississippi Employment Protection Act, will register and participate in the status verification system (Illegal Immigration Reform and Immigration Responsibility Act of 1996, also known as the E-Verify Program) of all newly hired

36 | Page

Appalachian Regional Commission Manual

employees and that any person assigned to perform services meet the employment eligibility requirements of all immigration laws of the State of Mississippi. The term "employee" means any person that is hired to perform work within the State of Mississippi.

All parties understand and agree that any breach of these warranties may lead to the following:

- a) Termination of the grant agreement between the entity and MDA and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public;
- b) Loss of any license, permit, certification or other document granted by an agency, department or government entity for the right to do business in Mississippi for up to one (1) year; or
- c) Both of the above sanctions.

At monitoring, the Program Manager will request verification of E-Verify status for the following:

- Grantee
- Prime contractor and any sub-contractors
- Benefitting business (if applicable)

Acceptable documentation must contain the following from the E-Verify website or the Department of Homeland Security E-Verify User Report:

- Company Name (grantee, contractor, etc.)
- Address
- E-Verify Company ID Number

Information of the E-Verify Program can be found at <https://www.uscis.gov/e-verify>.

E-Verify

Welcome

≡ MENU

Company Information

Company Name

Town of

Company ID Number

Doing Business As (DBA) Name

--

DUNS Number

Physical Location

Address 1

Address 2

--

City

State

MS

Zip Code

County

Mailing Address

Address 1

Address 2

--

City

<https://e-verify.uscis.gov/web/EmployerWizard.aspx>

2/14/2017

SENSITIVE BUT UNCLASSIFIED

Department of Homeland Security
E-Verify

Report Prepared: 02/13/2017
Page: 1 of 1

User Report

COMPANY ID NUMBER	PILOT:	WEB-SP	USER ROLE
CRN	STATE:		
COMPANY NAME:	City:	Company ID Number:	Post:
County Board of Supervisors			WEB-SP
User Name	User Role	Phone w/ Ext	Last Date Used System
	General User		02/13/2017
Sub-Total Users:		1	
Total Users:		1	

SENSITIVE BUT UNCLASSIFIED

03
11
11

115

B. Labor Standards Provisions

By accepting federal funds through the Mississippi Development Authority, grantees agree to abide by and ensure compliance with the Federal Labor Standards laws and regulatory requirements.

The Labor Standards Provisions set out the responsibilities of the prime contractor and/or subcontractor(s) concerning the Davis-Bacon Act, Copeland Anti-Kickback Act, Contract Work Hours and Safety Standards Act and obligate the prime contractor and/or sub-contractor to comply with all labor requirements. In addition, they provide for remedies and sanctions in the event of violations. The Labor Standard regulations are contained in Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (29 CFR Subpart A §5.5).

Additional information on Labor Standards can be found in the Community Services Division Labor Standards Policy and Procedures Manual found at www.mississippi.org/csd.

Labor Standards Clauses

The Davis-Bacon Act – sets a minimum wage, based on the Department of Labor’s Prevailing Wage Rate, which must be paid to laborers and mechanics. The Act applies to all contracts over \$2,000 for construction, alteration or repair.

The Copland Anti-Kickback Act – makes it a criminal offense for anyone to induce any person employed in a covered project to give up any part of the compensation to which he/she is entitled under his/her contract for employment.

The Contract Work Hours and Safety Standards Act – provides that all overtime hours (defined as hours worked in excess of 40 during any workweek) must be compensated at a rate not less than one and one half times the regular basic rate of pay.

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations

Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


Davis-Bacon Wage Decision

The Davis-Bacon wage decision that applies to a project contains a schedule of work/job classifications and the minimum wage rates that must be paid to persons performing particular jobs. The wage decision is unique to the location of the project and project type (Building, Residential, Heavy and Highway).

The grantee must request a Wage Determination from the Compliance Bureau using the Request for Wage Determination and Response to Request Form prior to bid opening.

The grantee must verify with CSD ten (10) days prior to opening the bids that the wage decision used in the bid documents is still applicable and enforce the decision in place at bid opening.

All wage decisions should be reviewed to ensure all required job classifications are covered for the proposed project and must be included in all bid documents and contracts. After the contract is awarded, if the wage decision does not include a specific job classification of a worker, then the grantee must request an additional classification using the Report of Additional Classification and Rate Form 4230A.

Response to Request <i>For CSD Compliance Use Only</i>		1. REQUESTING OFFICER:			2. PROJECT INFORMATION:	
TYPE OF WORK:		Name: _____			Project Grant Number #: _____	
<input type="checkbox"/> Building <input type="checkbox"/> Residential <input type="checkbox"/> Heavy <input type="checkbox"/> Highway <input type="checkbox"/> Other: _____		Title: _____			Project Name: _____	
		Email: _____				
		Signature: _____				
		3. GRANTEE:		4. CONTACT PHONE NUMBER:		15. NOTE:
		5. DATE OF REQUEST:		6. ESTIMATE BID ADVERTISEMENT DATE:		
		7. ESTIMATE BID OPENING DATE:				
# _____		8. ESTIMATE VALUE OF BID CONTRACT: <i>(not grant amount from CSD)</i>		9. SUBJECT TO COMPETITIVE BIDDING:		DAVIS-BACON ACT The Housing and Community Development Act of 1974, as amended, Section 110, states any construction work financed in whole or in part with CDBG funds, where the contract for construction is greater than \$2,000, and for residential properties containing more than 8 units, the provisions of the Davis-Bacon Act, shall apply. Public improvements not initially assisted with CDBG funds may be subject to prevailing wage requirements retroactive to the inception of the project when CDBG funds are applied.
WAGE DECISION NUMBER		\$ _____		<input type="checkbox"/> YES <input type="checkbox"/> NO		
# _____		10. HOUSING UNITS IN THIS PROJECT:		<input type="checkbox"/> SF <input type="checkbox"/> MF Units _____ Stories _____		
WAGE DECISION DATE		11. LOCATION OF PROJECT: <i>(Street address or neighborhood and city/town)</i>				
# _____		_____				
SUPERSEDES NUMBER		12. COUNTY: _____				
Ray Robinson, Jr. Manager, Compliance Bureau		13. MAIL WAGE DETERMINATION TO: <i>(Please print or type)</i>				
Date _____						
		FOR CLARIFICATION PURPOSES: <i>This form is also applicable for ARC Grants.</i>				
14. DESCRIPTION OF PROJECT: <i>(Include ALL contemplated actions that logically are either geographically or functionally a composite part of the project, regardless of the source of funding. If the project includes other funding sources, do NOT describe only the portion funded by CDBG.) - (Please print or type)</i> _____						

Send to: Mississippi Development Authority, Community Services Division-Compliance Bureau, Post Office Box 849, Jackson, Mississippi 39205-0849

Revised 02/14/17

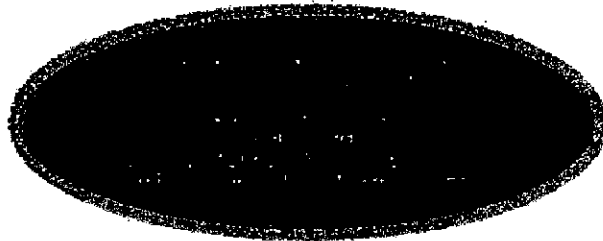
123

REQUEST FOR WAGE DETERMINATION AND MDA-CSD RESPONSE TO REQUEST

Instructions

(When completing this form, please type or print clearly.)

- Box 1:** **Requesting Officer.** The person requesting the wage determination should list his/her name, title, and email address and provide signature.
- Box 2:** **Project Information.** List the project grant number for the project, (e.g., 1221-09-08-PF-01) and the project name, (e.g., Washington County, MS Courthouse ADA Improvements).
- Box 3:** **Grantee.** List the name of the Grantee, (e.g., Washington County Board of Supervisors).
- Box 4:** **Contact Phone Number.** List the phone number Compliance Bureau Staff should call if there are questions about the request.
- Box 5:** **Date of Request.** List the date the request was submitted to CSD Compliance Bureau.
- Box 6:** **Estimate Bid Advertisement Date.** List your best estimate for the date you will advertise for bids.
- Box 7:** **Estimate Bid Opening Date.** List your best estimate for the date you will open the bids.
- Box 8:** **Estimate Value of Bid Contract.** List your best estimate for the value of the bid contract – NOT the total amount of the grant from CSD.
- Box 9:** **Subject to Competitive Bidding.** Is the contract subject to competitive bidding? Check YES or NO.
- Box 10:** **Total Number of Housing Units.** Are there any housing units in this project? If YES, check: Single-Family (SF), Multi-Family (MF), or both. List the number of housing units in the project. List the number of stories for multi-family buildings.
- Box 11:** **Location of Project.** List the street address or name of the neighborhood and city or town where the project is located.
- Box 12:** **County.** List the county where the project is located.
- Box 13:** **Mail Wage Determination To.** List the address and name of the person who should receive the wage determination packet.
- Box 14:** **Description of Project.** Provide a complete description of the overall project (NOT only the CDBG-funded portion). This information will be used to determine the appropriate wage decision.
- Box 15:** **NOTE.** Please read the note regarding Davis-Bacon Act applicability.



CSD Compliance Bureau will complete the **Response to Request** boxes on the left and send this form (along with seven additional items in a wage determination packet) to the person listed in **Box 13**. The wage determination packet will include:

- Response to Request for Wage Decision, which lists the appropriate wage decision(s).
- Print-out of appropriate wage decision(s) from wda.dol.gov.
- Print-out of Federal Labor Standards Provisions from HUD.
- Two posters for job site: "Equal Employment Opportunity is the Law" and "Notice to All Employees Working on Federal or Federally Financed Construction Projects".
- A letter to the Grantee explaining their responsibilities regarding the wage decision and posters.

Revised 02/14/17

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
REPORT OF ADDITIONAL CLASSIFICATION AND RATE**

HUD FORM 4230A

OMB Approval Number 2501-0011
(Exp. 01/31/2010)

1. FROM (name and address of requesting agency)		2. PROJECT NAME AND NUMBER	
4. BRIEF DESCRIPTION OF PROJECT		3. LOCATION OF PROJECT (City, County and State)	
		5. CHARACTER OF CONSTRUCTION <input type="checkbox"/> Building <input type="checkbox"/> Residential <input type="checkbox"/> Heavy <input type="checkbox"/> Other (specify) <input type="checkbox"/> Highway	
6. WAGE DECISION NO. (Include modification number, if any) <input type="checkbox"/> COPY ATTACHED		7. WAGE DECISION EFFECTIVE DATE	
8. WORK CLASSIFICATION(S)		HOURLY WAGE RATES	
		BASIC WAGE	FRINGE BENEFIT(S) (if any)
9. PRIME CONTRACTOR (name, address)		10. SUBCONTRACTOR/EMPLOYER, IF APPLICABLE (name, address)	

Check All That Apply:

- The work to be performed by the additional classification(s) is not performed by a classification in the applicable wage decision.
- The proposed classification is utilized in the area by the construction industry.
- The proposed wage rate(s), including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage decision.
- The interested parties, including the employees or their authorized representatives, agree on the classification(s) and wage rate(s).
- Supporting documentation attached, including applicable wage decision.

Check One:

- Approved, meets all criteria. DOL confirmation requested.
- One or more classifications fail to meet all criteria as explained in agency referral. DOL decision requested.

_____ Agency Representative (Typed name and signature)	_____ Date	_____ Phone Number
		FOR HUD USE ONLY LR2000: Log in: Log out:

HUD-4230A (3-03) PREVIOUS EDITION IS OBSOLETE

Contractor Eligibility

Prior to issuing a contract, the grantee must verify that the prime contractor(s) is not debarred or excluded from working on federally-assisted projects. The grantee must submit a written request of verification to the CSD Compliance Bureau. In addition to the Contractor Eligibility request, the grantee must submit a copy of certified construction bid tabulation.

Once the Compliance Bureau has verified the submitted documentation, a formal response will be provided to the grantee of the contractor's eligibility. **The grantee must receive the Contractor Eligibility verification letter from the Compliance Bureau before awarding the construction contract.**

Start of Construction and Contractor Award Notification

Once the contractor(s) eligibility has been verified, the grantee must submit the Contractor Award Notification Form to the Area Program Manager prior to the first construction request for cash. MDA recommends the submission of the Award Notification within thirty (30) days after awarding the contract.



Start of Construction and Contractor Award Notification

Project Name: _____

Project Contract Number: _____

City: _____

County: _____

Bid Advertising Start Date: _____

Bid Opening Date: _____

Name of Prime Contractor: _____ Contractor Award Date: _____

Federal Wage Decision Number: _____

Date: _____

Modification Number: _____

Date: _____

Start of Construction Date: _____

Contract Amount: _____

Type of Construction: Building
 Residential
 Heavy
 Highway

Type of Project:
(e.g., ADA, Water, Sewer, etc.)

PRECONSTRUCTION CONFERENCE:

Date: _____ Time: _____

Venue: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Preparer (Please Type or Print Name):	Date:
Chief Elected Official's Signature:	Date:
Other Authorized Signatory:	Date:

Pre-Construction Conference

A Pre-Construction Conference must be held with the Prime Contractor and/or Sub-Contractors prior to the start of work to review contractual requirements and reporting procedures. Grantee must include a sign-in sheet and record of the minutes which must be kept in the project file.

MDA Notice to Proceed with Construction

Once the recipient has bid the project and prior to reimbursement for construction expenses, the recipient must submit the following to MDA for review:

- Certified bid tabulations
- Advertisement to bid
- Revised budget (if applicable) If approved by MDA, the recipient will receive a "Notice to Proceed with Construction" letter. Once received construction and requests for payment may begin. A Notice to Proceed with Construction must be given for each prime contractor prior to reimbursement.

Notice to Proceed

Following the execution of the contract and completion of the Pre-Construction Conference, it is typical practice for the grantee to issue a Notice to Proceed to the prime contractor to begin work on the project. The Notice establishes the construction start date, the scheduled completion date and provides the basis for assessing liquidated damages, which must be consistent with the contract documents.

Payroll

Certified Payroll Reports must utilize the DOL Payroll Form – WH 347 and the Statement of Compliance Form WH 348. The Statement of Compliance Form WH 348 must be completed and signed by an authorized representative of the company and submitted in conjunction with the WH 347 form. Both forms can be found at www.mississippi.org/csd.

Prime Contractor responsibilities:

- Once construction has started, the prime contractor should complete a weekly Certified Payroll report for all employees on the project and the owner/authorized signatory must sign the Statement of Compliance.
- The prime contractor is also responsible for obtaining the weekly payrolls and signed Statement of Compliance from all sub-contractors. All payroll reports should be submitted to the grantee within a reasonable timeframe.

- **The prime contractor is responsible for full compliance of all subcontractors and will be held accountable for any wage restitution that may be necessary.**

Grantee responsibilities:

- The grantee must ensure that only the owner or his/her authorized signatory are signing the Certified Payrolls and should have on file an authorized signatory letter signed by the owner granting permission for another employee to sign the forms.
- The grantee is responsible for monitoring compliance with labor standard requirements and they should be reviewing the certified payrolls as they are submitted.

When reviewing payroll pay careful attention to the following:

- Contractor Tax Identification Number is on the first payroll
- All Statement of Compliance forms have been signed by the Owner or his/her verified designee
- The correct classification of workers
- Correct rate of pay for each employee's job classification
- Overtime is being paid at not less than one and one-half times the basic rate of pay
- Only permissible deductions that have been authorized by the employee are deducted from the employee's check

Any discrepancies and/or falsification indicators must be reported to CSD, along with the steps taken by the grantee to resolve the issues.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS OMB No.: 1235-0008 Expires: 01/31/2015

PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (I.E., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER OF WORKER)	(2) NO. OF THIS FORM SUBMITTED	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK		
			HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX		OTHER	TOTAL DEDUCTIONS			
			a																	
			b																	
			c																	
			d																	
			e																	
			f																	
			g																	
			h																	
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			v																	
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			x																	
			y																	
			z																	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5 (a). The Copeland Act (40 U.S.C. § 3142) contractors and subcontractors performing work on Federally financed or assisted construction contracts is "within weekly 3 statements with respect to the wages paid each employee during the preceding week" U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(c)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and Federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 65 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room 83662, 200 Constitution Avenue, N.W., Washington, D.C. 20210

(09/07)

130

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____ ; that during the payroll period commencing on the
(Building or Work)

_____ day of _____ and ending the _____ day of _____

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 102, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3148), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 251 OF TITLE 31 OF THE UNITED STATES CODE.

Wage Restitution

When underpayments of wages have occurred, the contractor will be required to pay wage restitution to the affected employee(s). Wage restitution is the difference between the wage rate paid to the affected employee and the wage rate required on the wage decision for all hours worked where the underpayment occurred (adjustment rate) and must be paid promptly in the full amount due, less the permissible authorized deductions.

The grantee must notify the prime contractor, in writing, of any underpayments that are found during the review of payrolls. The notification should describe the underpayments and provide instructions for computing and documenting the restitution to be paid. The prime contractor has thirty (30) days to correct the underpayments and the contractor is required to report the restitution paid on a corrected Certified Payroll. The correction must reflect the following:

- Period of time for which restitution is due (e.g. payrolls #1 through #6; or a beginning date and ending date)
- Each employee to whom restitution was due and their work classification
- Total numbers of work hours
- Adjustment wage rate
- Gross amount of restitution due
- Deductions
- Net amount to be paid

To acknowledge that restitution of underpayment has been resolved, the Affidavit of Wage Restitution must be completed and signed by each employee who has received restitution payment, along with corrected Certified Payroll as evidence of his/her receipt of payment.

The grantee must review the corrected Certified Payroll(s) to ensure full restitution was paid and the prime contractor must be notified in writing of any further discrepancies.

If wage restitution cannot be paid to an affected employee because, for example, the employee has moved and/or cannot be located. In these cases, at the end of the project, the prime contractor will be required to place in a deposit/escrow account, an amount equal to the total amount of restitution that could not be paid. The grantee should continue to attempt to locate the unfound employee(s) for three (3) years after the completion of the project. After three (3) years, any amount remaining in the account should be forwarded to CSD.

(THIS DOCUMENT SHOULD APPEAR ON CONTRACTOR'S COMPANY LETTERHEAD)

AFFIDAVIT OF WAGE RESTITUTION

This is to acknowledge receipt of payment for restitution in the amount of _____ (gross amount less permissible deductions) for _____ hours at _____ per hour. This is for additional wages due on _____ (name and location of project). This was paid by check number _____.

GROSS AMOUNT: \$ _____

Less Deductions:

Federal Income Tax \$ _____

F.I.C.A \$ _____

Other (identify) \$ _____

SUBTOTAL: \$ _____

NET AMOUNT: \$ _____

(Signature of Employee)

(Date)

(ATTACH A COPY OF THE CHECK OR OTHER PROOF OF PAYMENT MADE TO THE EMPLOYEE
ALONG WITH CORRECTED PAYROLLS)

On-Site Employee Interviews

The Labor Standards requirements include periodically conducting job site interviews with workers. The purpose of the interview is to capture observations of the work being performed and obtain direct information from employees on the job as to the hours they work, the type of work they perform and the wage they receive to ensure the accuracy of the Certified Payrolls.

57 | Page

Appalachian Regional Commission Manual

Labor Standards Compliance Requirements

- Proper application of Davis-Bacon requirements
- Pre-bid conference, pre-construction conference and other initial meetings
- Monitor contractor performance throughout the life of the project
- Investigate probable violations and complaints of underpayment
- Ensure current wage decision and labor standards provisions are contained in the bid documents
- Conduct a 10-day wage check
- Verify contractor eligibility
- Submit Contractor Award Notification and Notice to Proceed with Construction documents to MDA
- Ensure wage decision and DOL posters are posted at job site
- Conduct on-site interviews with employees
- Review Certified Payrolls and compare to the wage decision and interviews
- Notify contractors of payroll discrepancies
- Notify CSD of wage restitution issues
- Submission of Labor Standards Enforcement Reports
- Ensure that MDA Project Sign is posted at the entrance of the construction site until the project is closed

Documentation Requirements

- Bid and contract documents with the Labor Standards Clause and Wage Decision.
- Certified Payroll Forms from the contractor and sub-contractors, including signed and dated Statements of Compliance.
- Documentation of on-site job interviews and review of corresponding Certified Payroll to detect any discrepancies.
- Documentation of investigations and resolutions to issues that may have arisen (e.g. payments to work for underpayments of wages or overtime).

C. Equal Employment Opportunity (EEO) and Minority Business Enterprises and Women Business Enterprises (MBE/WBE)

Equal Employment Opportunity, Executive Order 11246

Prohibits discrimination against any employee or applicant on the basis of race, color, religion, sex or national origin.

Minority/Women's Business Enterprises (Under Executive Order 11625, 12432 and 12138)

Federal requirements [24 CFR Part 85.36(e)] state that grantees are to take all affirmative steps to ensure that small, minority and women-owned businesses are included in contracting. The Mississippi Minority Business Enterprise Act of 1988 calls for the establishment of goals and programs "to provide the maximum opportunity for increased participation by minority owned businesses in the procurement of goods and services."

Grantees should have procedures in place to encourage and use minority businesses as sources of supplies, equipment, construction and services.

The Mississippi Minority Business Directory is a great resource and can be accessed at www.minority.mississippi.org. The Mississippi Authority's Minority and Small Business Development Division can provide additional assistance.

MBE/WBE Resolution

Grantees must adopt a Minority Business Enterprises and Women Business Enterprises Plan (also known as a Minority/Women Business Plan) and establish goals for the project.

*It is recommended that the local goals be no less than those of the state, i.e. 10% MBE and 5% WBE.

Procurement Requirements for Minority/Women Owned Businesses

- Contact at least two (2) MBE/WBE businesses by certified mail and allow them the opportunity to submit a proposal or bid to provide any required project services.
- Maintain records to document the extent of MBE/WBE contracting and subcontracting.
- Develop a local MBE/WBE directory.
- Incorporate the goals stated in their resolution in all bid packets.
- Utilize the Mississippi Procurement Technical Assistance Program (MPTAP) and the Minority and Small Business Development Division.
- Require prime contractors to take the same affirmative steps when choosing subcontractors and vendors.

Contract Provisions

All contract bid packages should contain provisions to promote the utilization of minority and female owned contractors and sub-contractors and incorporate the goals set forth in the resolution and plan.

Solicitation

A minimum of two (2) minority and/or female owned vendors should be solicited for each contracted activity, including but not limited to construction, engineering and administration.

Required Documentation

- Documentation of the extent of MBE/WBE contracting and subcontracting efforts
- Copies of MBE/WBE language in all advertisement related to the project
- Documentation of submission to MPTAP
- Copies of all solicitations sent to MBE/WBE businesses, including the certified mail signature cards

*Note: The Minority/Women Business Plan Resolution must be passed with every new federally funded project, regardless of the date of the previous resolution.

**(TOWN/CITY/COUNTY) RESOLUTION
ESTABLISHING GOALS FOR MINORITY AND WOMEN-OWNED
BUSINESS PARTICIPATION**

WHEREAS, the Town/City/County of _____, Mississippi has received an Appalachian Regional Commission (ARC) from the Mississippi Development Authority, Community Services Division; and

WHEREAS, a requirement of the ARC program is that the Town/City/County establish goals for the participation of Minority-Owned and Operated Business Enterprises (MBEs) and WomanOwned and Operated Business Enterprises (WBEs) in the implementation of its ARC project; and

NOW THEREFORE BE IT RESOLVED that the Town/City/County of _____ (Board of Aldermen) adopts the goal of ____% participation by MBEs and ____% participation by WBEs in the implementation of its ARC project.

ADOPTED this the _____ day of _____, 2016.

ATTEST:

TOWN/CITY/COUNTY OF _____, MS

TOWN CLERK

MAYOR/PRESIDENT

V. FINANCIAL MANAGEMENT

General Provisions

In accordance with 2 CFR 200.302, grantees of ARC funds must have financial management systems in place that comply with the following standards:

- Provide effective control over and accountability for all funds, property and other assets
- Identify the source and application of funds for federally-sponsored activities, including records and reports that verify the “reasonableness, allowability and allocatibility” of costs and verify that funds have not been used in violation of any of the restrictions or prohibitions that apply to the federal assistance
- Permit the accurate, complete and timely disclosure of financial results in accordance with grantee reporting requirements
- Minimize the time elapsing between the transfer of funds from the U.S. Treasury and disbursement by the grantee

*Note: All grantees must be registered with Magic in order to receive their funds.

Internal Controls

Internal Controls are the combination of policies, procedures, job responsibilities, personnel and records that together create accountability in an organization’s financial system and safeguard its cash, property and other asserts.

Basic elements of an internal control system include:

- Organizational chart setting forth the actual lines of responsibility of personnel involved in financial transactions
- Written definition and delineation of duties among key personnel
- Accounting policy and procedures manual that includes
 - Specific approval authority for financial transactions
 - Guidelines for controlling expenditures
 - Set of written procedures for recording transactions
 - Chart of accounts

- Adequate separation of duties so that no one individual has authority over a financial transaction from beginning to end. In other words, one person should not have responsibility for more than one of the following:
 - Authorization to execute a transaction
 - Recording of the transaction
 - Custody of the assets involved in the transaction
- Hiring policies ensuring that staff qualifications commensurate with job responsibilities
- Control over assets, blank forms and confidential documents are limited to authorized personnel
- Periodic comparisons of financial records to actual assets and liabilities (i.e. reconciliation)

Budget Controls

Budget Controls are procedures to compare and control expenditures against approved budgets.

Grantee must:

- Maintain in its account record the amounts budgeted for eligible activities
- Periodically compare actual obligations and expenditures to date against planned obligations and expenditures, and against projected accomplishments
- Report deviations from budget and program plans
- Request approval for budget and program plan revisions

Accounting Records

Accounting Records must sufficiently identify the source and application of ARC funds provided to them.

To meet this requirement, a grantee's accounting system should include at least the following elements:

- **Chart of Accounts:** list of account names and numbers assigned to each account. The names provide a description of the type of transactions that will be recorded to that account and the account number is required by most accounting software programs in order to group similar types of accounts. A typical chart of accounts will generally include the following categories: assets, liabilities, net assets/fund balance, revenues and expenses.
- **Cash Receipt Journal:** documents, in chronological order, when funds were received, in what amounts and from what sources.

- **Cash Disbursement Journal:** documents, in chronological order, when an expense occurred, for what purpose, how much was paid and to whom it was paid.
- **Payroll Journal:** documents payroll and payroll related expenses on salaries and benefits, including distinguishing between categories for regulatory purposes.
- **General Ledger:** summarizes, in chronological order, the activity and financial status of all the accounts of an organization. Information is transferred here after it has been entered into the appropriate journal.
- **In-Kind Services Journal:** documents, in chronological order, all in-kind services utilized on the project for what purpose and the dollar amount of services, if applicable.

All journal entries must be properly approved and supported by source documentation that shows the costs charged against ARC were incurred during the effective period of the agreement, actually paid out, expended on eligible items and approved by the appropriate official(s).

Source documentation must explain the basis of the costs incurred and the actual dates of the expenditure. Payroll documentation would include employment letters, authorizations for rates of pay/benefits and time and attendance records. Supply documents would include purchase orders or purchase requisition forms, invoices from vendors, canceled checks made to vendors, information on where the supplies were stores and the purpose.

Grantees must ensure that their accounting records include reliable, up-to-date information on the sources and uses of ARC funds, including:

- Amount of federal funds received
- Current authorization of funds
- Obligations of funds
- Unobligated balances
- Assets and liabilities
- Program income
- Actual expenditures broken down by the grant program and year and the activity on which the funds were used

Grantees must ensure that if ARC funds are deposited into an interest-bearing account, provisions have been made for the return of interest income in excess of \$100.00 per year to MDA.

Any interest earned below \$100.00 must be expended prior to requesting funds from MDA.

In-Kind Services

In-kind services are recognized as an applicable source of local match funds. The services must be verifiable, not included in another federally-assisted project, necessary and reasonable for the accomplishment of the project and are provided for in the approved budget. All in-kind services must be documented on the In-Kind Contributions Schedule Form.

Appalachian Regional Commission In-Kind Contributions Schedule

A.) Labor Cost				
	Title	Hours Worked	Wage Rate	Total Cost
1.	_____	_____	_____	\$ -
2.	_____	_____	_____	\$ -
3.	_____	_____	_____	\$ -
4.	_____	_____	_____	\$ -
5.	_____	_____	_____	\$ -
6.	_____	_____	_____	\$ -
7.	_____	_____	_____	\$ -
			Total Labor Cost	\$ -

B) Equipment				
	Type	Hours Used	Deprec/Rental Rate	Total Cost
1.	_____	_____	_____	\$ -
2.	_____	_____	_____	\$ -
3.	_____	_____	_____	\$ -
4.	_____	_____	_____	\$ -
5.	_____	_____	_____	\$ -
			Total Equipment Cost	\$ -

	Grand Total In-Kind Contributions	\$ -
--	-----------------------------------	------

Matching Funds

Matching funds (leveraged funds) must be expended at a rate that does not cause the cumulative total of requested ARC funds to exceed the approved cost share percentage. Any matching funds must be documented on the Requests for Cash throughout the process to ensure that ARC funds are reimbursed within the allowed cost share percentage. ARC Washington has recently changed the way the way they track the drawing down of ARC funds to ensure that the project allocates the total project costs proportionately in regards to ARC and matching funds. This also ensures that if a project comes in under budget that ARC funds are still spent according to the approved cost share rather than spending all of the ARC funds and spending less in matching funds.

ARC requests for cash may be delayed if the ARC request exceeds the ARC cost share stated in the Grant Approval Memo provided from ARC Washington.

*Note: Matching funds may be spent at the beginning of the project prior to requesting ARC reimbursement; however, you must document all matching funds spent prior to the ARC request and ensure that the cumulative amount of spent match and the current reimbursement amounts still fall at or below the approved cost share percentage.

Example #1

The total budgeted cost of a project is \$400,000; \$100,000 in ARC funds and \$300,000 in matching funds. The cumulative ARC portion of the project cannot exceed 25% of the total project costs.

The first request for cash is for \$100,000 and there have been no matching funds spent prior – the ARC maximum reimbursement would be \$25,000.

The second request for cash is also \$100,000 but the grantee also spent \$25,000 in match – so the ARC maximum would be based on \$125,000 = \$31,250.

The third request for cash is for \$50,000 and there have not been any additional matching funds spent since the 2nd request – so ARC maximum would be \$12,500.

The final request for cash is for \$75,000 but the grantee also spent \$50,000 in match – so the ARC maximum would be based on \$125,000 - \$31,250.

Total ARC paid: 1) \$25,000, 2) \$31,250, 3) \$12,500, 4) \$31,250 = \$100,000

Total Match paid: 1) \$75,000, 2) \$93,750, 3) \$37,500, 4) \$93,750 = \$300,000

Example #2 (Front Load Matching Funds)

The project is the same as above - \$400,000 with \$100,000 being ARC funds and a 25% cost share. However, in this example the grantee paid a large percentage of their matching funds on the front end of the project, prior to requesting reimbursement from ARC.

The only request for cash is for \$100,000 (on the final invoices/project costs) and the grantee has already paid \$250,000 in match – so the ARC maximum would be \$87,500 (25% of \$350,000).

Also, because the final project costs came in \$50,000 less than the budgeted, the grantee can only request a total of \$87,500 from ARC for a total expenditure of \$87,500 in ARC and \$262,500 in match.

Total ARC paid: 1) \$87,500 = \$87,500

Total Match paid: 1) \$262,500 = \$262,500

B. Request for Cash

ARC funds are requested by using the Request for Cash and Consolidated Support Sheet. These forms can be found on MDA's website as a single excel file titled "Request for Cash". The Request for Cash form provides the necessary information about the grantee, project and budget, along with the required signatures to authorize the request. The Consolidated Support Sheet allows for all the reported costs to be documented along with the amount of funds expended and remaining. The costs reported must be equal to the amount requested and disbursed including any matching funds disbursed. Signatures on both forms are required in order to process the request.

Completed Requests for Cash must be submitted to the Area Program Manager:

The Mississippi Development Authority
Community Services Division
Post Office Box 849
Jackson, Mississippi 39205-0849

A duplicate copy of all requests for cash must be retained in the grantee's file.

Community Services Division Program Managers will work expeditiously on your requests and process your request as quickly as possible. However, these forms must be accurately completed or the request cannot be processed and will be returned to the grantee. Forms submitted with errors will delay the process and greatly impact the turnaround time for funds being released because all information must be verified and approved for payment prior to submission to DFA.

According to State Statute, forty-five (45) days is allowed for the process of cash requests. If after the 45th day payment has not been received, please contact the Program Manager to check on the status of your request.

Request for Cash Notables

- Requests for Cash overlapping the State's fiscal year (June 30th) or the grantee's fiscal year must be separated into two separate requests.
- Recipients must include accurate and complete information in drawdown requests.
- All requests for construction expenses must include an itemized invoice approved by the engineer.
- Funds drawn down erroneously must be returned.
- Program income must be disbursed prior to the drawdown of additional funds.

- Disbursement of funds must occur in a timely manner – payment must take place within three (3) business days of the deposit of ARC funds. If payment takes longer than three (3) business days, written justification must be maintained in the files.
- All match must be documented with receipts or invoices.

Authorized Signatory Letter

An Authorized Signatory Letter must be sent no later than with the first Request for Cash and at any time there is a change in administration. The Authorized Signatory Letter will advise CSD of the authorized signatories for the ARC project.

<p>AUTHORIZED SIGNATORY LETTER (Your Organization's Letterhead)</p>	
Date	
Mississippi Development Authority Mrs. Sara Doss, Bureau Manager Community Services Division Post Office Box 849 Jackson, Mississippi 39205-0849	
Dear Mrs. Doss,	
This letter is to inform your office of the authorized signature(s) for our ARC Project Number _____. <u>(Names of Persons authorized to sign)</u> have/has the authority to sign cash request forms and other project related reports and documents related to this project. Thank you for your time and attention to this matter.	
AUTHORIZED SIGNATURES	
(Name and Title)	(Name and Title)
I certify that the above persons are authorized as stated above and that the signatures are the original signatures of the persons so stated.	
(Mayor or President of the Board of Supervisors)	

**Mississippi Development Authority
Community Services Division
Request for Cash**

Program: _____

Requestor Billing Address Street Address City, State Zip Telephone No	User No.	Contract No.	Project No.
		Services Requested	Request No.
		From _____ To _____	FIS Staff Initials
		Thru _____	

Section 2: Request Per Activity

Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance
1 Administration				
2				
3				
4				
5				
6				
7				
8				
TOTAL	\$ _____	\$ _____	\$ _____	\$ _____

Required Accomplishment Narrative: (Please provide a brief update on this project)

I Herby Certify That (a) the services covered by this request have not been received from the Federal Government/State Government or expended for such services under any other contract/agreement or prior; (b) the amount requested will be expended for allowable costs/ expenditures under the terms of the contract/agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.

I Herby Certify That the goods and/or services received have been covered and/or performed in good order with the terms listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.

Is this your final request for cash on this contract? YES _____ NO _____

Signature of Authorized Official	Date Signed	Prepared By	Date Prepared
Typed Name and Title of Authorized Official		Preparer's Telephone No.	

To be completed by MDA Authorized Official

APPROVED BY: _____ DATE: _____
 Signature, Authorized MDA Representative

FIS Worksheet Number	Funder Number	Fund Number	Cost Center	Activity Code	Org	County Code	Expense

Select ARC from the dropdown list

Information should match the contract

Enter each activity as shown on the budget in your grant agreement

Enter the amount budgeted for each activity

Enter the cumulative amount of funds received per activity

Please make sure to indicate if this is your final request for cash

Obtain signature and enter their name, title and date signed. The authorized official must be the same official who signed the contract or the approved authorized signatory official.

Please leave all these boxes blank.

MS-XXXXXX or Contract Number from Grant Agreement

Request number

Date range of invoices (must match Invoices and dates on Page #2)

This column should auto populate with any remaining funds. *Double check these figures*

Enter the amount of funds currently being requested per activity

Enter a brief status narrative of the project

Enter Preparer's name, telephone number and the date prepared

147

Select ARC from the dropdown list

For each line item request, document the vendor's name, invoice number, total amount of the invoice, the amount of funding being requested from MDA and any matching funds spent.

Date range of invoices (must match dates on Page #1)

Total ARC Expenditures

Obtain signature and enter their name, title and date signed.

73 | Page
Appalachian Regional Commission Manual

Mississippi Development Authority Consolidated Support Sheet

Program: _____ Contract Number: _____
 Recipient: _____ Total Amount Requested: \$ _____
 Request for Cash Number: _____

IDB #	Line Items	Vendor	Invoice #	Total Invoice	Amount of This Request	Match	Amount Budgeted	Amount Requested to Date	Balance
	Appelation Preparation (COBO Only)								\$0.00
	Total Administration			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Engineering / Architectural								\$0.00
	Total Engineering / Architectural			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Contingencies								\$0.00
	Total Contingencies			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Construction								\$0.00
	Total Construction			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GRAND TOTAL				\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Services Rendered - Beginning: _____ Thru _____

Guaranteed: Program Expenditures _____ Plus (+) _____ Matching Expenditures _____ Equals (=) _____ Total Expenditures \$0.00

I Herby Certify That (a) the services covered by this request have not been received from the Federal / State Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allow able costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for any immediate disbursements.

I Herby Certify That the goods sold and/or services rendered herea been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.

Signature of Authorized Official	Date Signed	Prepared By
Typed Name and Title of Authorized Official		Preparer's Telephone No.

The Amount Budgeted per activity must match the budget included in the grant agreement. The Amount Requested to Date is the total amount requested for each vendor.

Total Match Expenditures

Enter Preparer's name, telephone number and the date prepared

These boxes will auto populate but please double check for accuracy

C. Contract Modification

The Community Services Division and ARC require all grantees to receive approval prior to making contract amendments, modifications or extensions. Grantees must submit correspondence and documentation associated with the request, signed under the original signature of the chief elected official or appointed executive officer, supporting the need for the change(s) or extension.

* NOTE: CSD must approve any changes to the original budget prior to local action. Failure to have approval may result in an ineligible activity which may result in the repayment of grant funds.

Process Timeline

1. Grantee should contact the Program Manager to discuss any desired changes to the project.
2. Grantee must submit a letter (on letterhead) requesting the contract modification along with justification documents to the Program Manager for review.
3. The Program Manager will do a first level of review of the submitted documents and determine if the explanation is appropriate.
4. If the State cannot approve a proposed revision, the grantee will be notified in writing.
5. If applicable, once approved by MDA, ARC Washington will be notified for their approval.
6. Once approved by all parties, MDA will prepare the required contract modification documents in triplicate and submit to the grantee for signatures.
7. Grantee will sign the contract modification documents and return two (2) copies to CSD.
8. Once all parties have received copies of the executed contract revision documents, the action may proceed.

Budget Modification

Budget Modifications may include such instances as funds being transferred among budget categories (activities) and among line items under budgeted activities.

Grantees will be allowed to transfer up to ten (10) percent of the amount of their ARC grant award among existing line items.

Some changes to the original contract may require the re-evaluation of the application which could result in the modification to not be approved.

The following modifications require written CSD approval:

- Creating new budget line items
- Transferring funds into other budget activities
- Any change(s) to the "Acquisition" line item. The 10% local modification is not allowed.

Required forms to be submitted with the request include:

- Budget Modification Worksheet
- Budget Form(s)

Contract Extension

Contract Extensions provide grantees with additional time to finish their ARC project if they are unable to finish the project within the original two (2) year time frame.

Documentation must be submitted demonstrating why the project will not be completed within the given timeframe and a justified new project timeline for completion.

Written approval is required for all contract extensions.

Required forms to be submitted with the request:

- Detailed project timeline
- Any other documentation demonstrating why the extension is justified

Scope of Work Amendment

A Scope of Work Amendment allows grantees to make additional changes to the project outside of changes to the budget or timeline.

Some changes to the original contract may require the re-evaluation of the application which could result in the amendment not being approved. An environmental review will also be required to ensure that the original Environmental Clearance is still valid for the proposed changes.

The following Scope of Work Amendments require written CSD approval:

- Changing the project area
- Establishing a new work activity
- Changing the special conditions of the contract

Required forms to be submitted with the request:

- Letter detailing the proposed changes to the project
- For amendments to change the project area, a detailed project area map, inclusive of the original project area and proposed area, must also be submitted

* Note: A change in scope may trigger a review of the original Environmental Clearance and may require the project to submit additional environmental documentation and amend their original Environmental Clearance.

Budget Amendment

Budget Amendments are utilized when a grantee is requesting additional funds or to de-obligate funds for an open ARC project. The use of additional funds must be aligned with the original scope of work and the grantee must provide documentation of the need.

Required forms to be submitted with the request

- Budget Modification Worksheet
- Updated Budget Sheet
- Detailed documentation of project need
- Any other documentation demonstrating why the modification is justified

Additional Amendment Requirements for ARC Projects

In addition to CSD granting approval for all contract modifications, ARC requires their approval on all contract modifications. The level of ARC review varies based on the type of contract modification requested. The requested modification will fall under either the BA Minor Amendment or BA Major Amendment.

A BA Minor Amendment applies to the following events:

- Time extensions if it is the third (3rd) extension or less
- Time extensions if the end date is not more than three (3) years from the original end date
- Budget modifications if the cumulative budget changes are less than ten (10) percent of the total budget costs

*Note: These situations do not require ARC approval/signatures but must be completed in ArcNet prior to implementing the changes.

A BA Major Amendment applies to the following events:

- Change in project scope (i.e. project location changes, changes in project design)

- Budget modifications if the cumulative budget changes are more than ten (10) percent of the total budget costs
- Budget modifications if the grant award exceeds \$100,000 □ Increase in the ARC cost share for the project

*Note: These situations require the approval of ARC Mississippi and ARC Washington, which can delay the approval of these amendments by MDA.

VI. MONITORING

The Community Services Division project monitoring system represents a formal process for determining whether a grantee's project implementation conforms to all federal and state regulations. The monitoring system focuses on the following objectives:

- Assist the grantee in carrying out activities, as described in the grantee's application for funds
- Assist the grantee in carrying out its project in a timely manner
- Determine if the grantee is conducting the project with adequate control over program and financial performance and in a manner that minimizes the opportunity for mismanagement, fraud and waste
- Determine if the grantee is charging costs to the project which are eligible under applicable laws and regulations
- Identify potential problem areas and to assist the grantee in complying with applicable laws and regulations
- Assist grantees in resolving compliance issues through discussion, negotiation or provision of technical assistance
- Provide adequate follow-up measures to ensure that performance and compliance deficiencies are corrected by grantees
- Consider the scope, nature and timing of activities funded with program income retained by local governments and subject to requirements and then carefully factor these considerations into the monitoring schedule
- To use program income reports in planning and executing its monitoring strategies

A. Semi-Annual Basic Agency Monitoring Report (BAMR)

All grantees are required to submit semi-annual BAMR reports on the progress of each project. The BAMR Reports will outline the construction progress, performance measures and grant expenditures for the project for ARC reporting purposes. The BAMR report will be reviewed and electronically signed and submitted by MDA.

The interim BAMR Reports are due every year on or before April 15th and October 15th. Once the project is complete and MDA has monitored the project, a Final BAMR report must be submitted with the final project costs and performance measures. The Final BAMR can be submitted at any time in the year.

BAMR Reports will be required for each project through the close-out of the project and the failure to submit a BAMR Report will result in the Community Services Division holding all pending Requests for Cash, close-outs and new project approvals.

All BAMR reports should be submitted to the Area Program Manager at the following address:

Mississippi Development Authority
Community Services Division
Appalachian Regional Commission Construction Program
Post Office Box 849
Jackson, Mississippi 39205



APPALACHIAN REGIONAL COMMISSION (ARC)
Basic Agency Monitoring Report (BAMR) for Construction Projects

Instructions: Please update or complete the shaded areas below.

SELECT ONE: <input type="checkbox"/> Interim Report <input type="checkbox"/> Final Report	ARC Project #	ARC Project Approval Date
	Basic Agency Project #	Basic Agency Obligation Date

Grantee Name _____
 ARC Project Name _____
 Basic Agency Name Mississippi Development Authority

1. PROGRESS REPORT: Complete the following questions about project milestones. Mark an "X" for Yes/No questions.

Is environmental review completed?	Yes ___ No ___	Has design phase started?	Yes ___ No ___
Has project construction started?	Yes ___ No ___	Is project construction completed?	Yes ___ No ___
Estimated or actual date of construction completion (e.g. 10/1/14)			

2. FINANCIAL REPORT: Provide the total drawdowns since project inception by funding source as indicated.

ARC	\$	\$ 0.00
Basic Agency	\$	\$ 0.00
Other Federal	\$	\$ 0.00
State	\$	\$ 0.00
Local/Private/Other	\$	\$ 0.00
TOTAL	\$	\$ 0.00

Mark all "X" here if these are final project costs.

3. PROJECTED PERFORMANCE MEASURES: Update as appropriate the following pre-populated projections of the performance measures expected to be achieved within three years of project completion. Use a one-year post-completion time period for measures with an asterisk (*). Do not count construction jobs.

Customers Improved	households	businesses (includes all non-households)
Participants Improved	patients*	students* workers/trainees* visitors/tourists*
Physical Outputs	linear feet constructed/repared	square feet constructed/renovated
System Capacity Added	million gallons per day (MGD)	million gallons kilowatt-hours
Economic Benefits	jobs created	jobs retained \$ leveraged private investment (LPI)

Mark an "X" here if there are no changes to the current projected performance measures.

4. ADDITIONAL COMMENTS: Describe project activities to date, any significant delays, problems encountered, action taken to resolve issues, etc.

I certify that the information provided above is correct and can be documented by project records.

Name of Project Director _____ Date _____ Email & Phone _____

B. Selection Criteria

Projects are selected for on-site reviews based on draw-down activity, BAMR reports, correspondence and past performance. This information is used to identify project status, accomplishments, problems and potential problems. Analysis of this information by CSD staff helps determine the need and the schedule for on-site reviews, as well as the compliance areas to be examined more closely.

Draw-down Activity

The program manager will track each grantee's rate of expenditures and all projects will be monitored at least once during the life of the project, which will be at a minimum of 50% completion.

The Division Director or Bureau Manager may decide that some projects will be monitored more than once. In the event of implementation issues, a lack of activity or a sudden change in activity, the project may qualify for an additional on-site review.

Correspondence

General communication with a grantee whether oral or written may indicate the potential for problems. Should continuous communication with a grantee or its representative reveal a potential problem, the project may qualify for an on-site review.

Past Performance

Grantees that have been funded previously and were found to have had significant monitoring or audit findings may qualify for an on-site review at any stage of project implementation.

C. Scheduling

The program manager, through coordination with the grantee and grant administrator, arranges the date and time of the visit. In accordance with the Community Services Division Monitoring Policy, the grantee is then notified in writing prior to the routine on-site review. The notification includes the following:

- The date of the on-site review, with the time of the visit
- Name(s) and number(s) of the person(s) conducting the review
- Purpose of the review
- A request that the grantee's representative and other appropriate staff be available during the review

CSD reserves the right to reschedule monitoring reviews at the mutual convenience of all involved parties.

D. On-Site Monitoring

Each program manager is responsible for the on-site review of all funded grants within their designated area of responsibility. Prior to visiting a project, the program manager conducts a desk review of the grantee's contract file and other relative reports and correspondences. The on-site review is then conducted in accordance with the monitoring schedule. This review included verification that the project activities are implemented and are within the defined area(s) as designated in the grantee's application. The program manager also reviews the project area to support eligibility and compliance of the program objectives under which the project was funded. After conducting the on-site review, the program manager will prepare a written report about their findings during the review process.

Desk Review:

Information gathered from the desk review is used to check project performance, cost overruns and overruns in time schedules during the on-site review. The desk review involves the completion of a standardized monitoring desk review form, which requires the following:

- Name of the grant file being reviewed
- Name of the authorized official
- Factor(s) which qualify the project for monitoring
- Date, time and place of the monitoring visit
- Beginning and ending dates of the contract
- Number and type of modifications to the original contract
- Date of clearance for special conditions and environmental review
- Listing of correspondences reviewed which normally includes letters and memorandums from the grantee and its representatives to CSD and responses from CSD to grantees and memorandums relative to project activities
- Listing of the number of requests for cash as of the date of the review and the amounts of each request
- Listing of any previous monitoring or audit findings
- Outline of current contract budget
- Listing of compliance areas to be examined
- Any other comments relative to the review

On-Site Review

The on-site review involves a comprehensive examination of project activities to ensure compliance with applicable federal and state regulations as well as applicable CSD Policy

B. Selection Criteria

Projects are selected for on-site reviews based on draw-down activity, BAMR reports, correspondence and past performance. This information is used to identify project status, accomplishments, problems and potential problems. Analysis of this information by CSD staff helps determine the need and the schedule for on-site reviews, as well as the compliance areas to be examined more closely.

Draw-down Activity

The program manager will track each grantee's rate of expenditures and all projects will be monitored at least once during the life of the project, which will be at a minimum of 50% completion.

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Correspondence

General communication with a grantee whether oral or written may indicate the potential for problems. Should continuous communication with a grantee or its representative reveal a potential problem, the project may qualify for an on-site review.

Past Performance

Grantees that have been funded previously and were found to have had significant monitoring or audit findings may qualify for an on-site review at any stage of project implementation.

C. Scheduling

The program manager, through coordination with the grantee and grant administrator, arranges the date and time of the visit. In accordance with the Community Services Division Monitoring Policy, the grantee is then notified in writing prior to the routine on-site review. The notification includes the following:

- The date of the on-site review, with the time of the visit
- Name(s) and number(s) of the person(s) conducting the review
- Purpose of the review
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CSD reserves the right to reschedule monitoring reviews at the mutual convenience of all involved parties.

D. On-Site Monitoring

Each program manager is responsible for the on-site review of all funded grants within their designated area of responsibility. Prior to visiting a project, the program manager conducts a desk review of the grantee's contract file and other relative reports and correspondences. The on-site review is then conducted in accordance with the monitoring schedule. This review included verification that the project activities are implemented and are within the defined area(s) as designated in the grantee's application. The program manager also reviews the project area to support eligibility and compliance of the program objectives under which the project was funded. After conducting the on-site review, the program manager will prepare a written report about their findings during the review process.

Desk Review:

Information gathered from the desk review is used to check project performance, cost overruns and overruns in time schedules during the on-site review. The desk review involves the completion of a standardized monitoring desk review form, which requires the following:

- Name of the grant file being reviewed
- Name of the authorized official
- Factor(s) which qualify the project for monitoring
- Date, time and place of the monitoring visit
- Beginning and ending dates of the contract
- Number and type of modifications to the original contract
- Date of clearance for special conditions and environmental review
- Listing of correspondences reviewed which normally includes letters and memorandums from the grantee and its representatives to CSD and responses from CSD to grantees and memorandums relative to project activities
- Listing of the number of requests for cash as of the date of the review and the amounts of each request
- Listing of any previous monitoring or audit findings
- Outline of current contract budget
- Listing of compliance areas to be examined
- Any other comments relative to the review

On-Site Review

The on-site review involves a comprehensive examination of project activities to ensure compliance with applicable federal and state regulations as well as applicable CSD Policy

Statements. In addition, the grantee is given the opportunity to receive technical assistance in needed areas.

Each on-site review begins with an entry interview during which the program manager briefs the grantee's representative of the areas to be examined and the data required to complete the examination.

The applicable monitoring instruments are completed during the monitoring review depending on the areas of compliance to be examined.

- Acquisition Monitoring Checklist is used to check for compliance with federal and state regulations relative to the acquisition of private property for use in federally assisted grants.
- Environmental Monitoring Checklist is used to check for compliance with federal and state regulations relative to environmental activities for federally assisted grants.
- Financial Management Monitoring Checklist is used to check for compliance with federal and state regulations relative to grant management and recordkeeping requirements for federally assisted grants.
- Labor Standards Monitoring Checklist is used to check for compliance with federal and state regulations relative to labor standards requirements for federally assisted grants.
- Minority Business Enterprise/Women Business Enterprise/Equal Employment Opportunity Monitoring Checklist is used to check for compliance with federal and state regulations relative to civil rights and equal opportunity for federally assisted grants.
- Procurement Monitoring Checklist is used to check for compliance with federal and state regulations relative to the procurement of supplies, equipment, construction and services for federally assisted grants.

Once all applicable compliance areas have been examined, the program manager will visit the project site to determine that the activities have taken place as outlined in the application.

Following the project site review, the program manager will then conduct an exit interview to briefly discuss any preliminary comments and recommendations, identify technical assistance needs and address any questions from the grantee.

Monitoring Report

Following the on-site review, the program manager then prepares a written report. This report should be completed within thirty (30) days from the date of the visit and ready for submission to the Compliance Division, unless otherwise designated.

The report will consist of a cover letter, signed by the Bureau Manager, which lists the date of the review, areas examined and the time period within which the grantee's response should be received. A narrative report of comments, concerns, and/or findings with recommendations and actions to be taken for applicable compliance areas is attached to the cover letter. The report also incorporates verification of project activities, location, eligibility and program objectives.

If applicable, the grantee is required to respond to the report within a specified time period. The program manager will then either issue a resolution to the monitoring report or request the necessary information to resolve the findings. Failure to respond to the monitoring comments and recommendations within thirty (30) days of issuance of the report will result in requests for cash to be held until a response is received.

VII. PROJECT CLOSE-OUT

The project close-out is the process by which the Community Services Division determines that all applicable administrative actions and all required work on the project have been completed. Grantees are responsible for ensuring the orderly and timely close-out of projects. In addition, the grantee must also ensure that the financial settlement of the subcontracts and vendor claims have been satisfied.

The close-out process should begin when the following criteria have been met or will be met shortly:

- All costs to be paid with program funds have been paid, including any unsettled third-party claims, with the exception of close-out costs, such as the final 10% retainage costs (if applicable)
- The recipient has fulfilled all of its responsibilities under the grant agreement. This includes injection of all local cash and in-kind services, other State and/or Federal funding, all private investment and performance measures (if applicable).

The closeout package is to be used for all CSD Grant Programs and can be found at <https://www.mississippi.org/home-page/business-services/community-development/communityservices/forms-library/>. In addition to the close-out package, the grantee is responsible for submitting a final BAMR report with the close-out package.

Three (3) close-out packages bearing the original signatures of the designated signatory officials are due to MDA within thirty (30) days after completion of the project or sixty (60) days from the termination date of the subcontract, whichever comes first.

The close-out process requires the project being closed by both MDA and ARC Washington. This may delay the receipt of the project close-out letter being provided to the grantee. If you have not received a close-out letter after thirty (30) days, please contact your Area Project Manager for an update.

Any questions in reference to the Close-Out Package forms or the eligibility of a project to be closed out should be addressed with the Area Project Manager.

A. Close-Out Package Forms

Recipient's Close-Out Checklist: The checklist serves as the guide for the complete and accurate submission of the close-out package. Incomplete packages will be returned to the grantee.

**Mississippi Development Authority
Community Services Division
Recipient's Closeout Checklist**

Recipient: _____

Contract# _____

In compliance with the requirements of the MDA, CSD Recipient Close-out procedure and the terms and conditions of the contract, the following close-out documents are enclosed: (Check the appropriate boxes concerning each of the closeout documents. Explain fully any items not submitted or any item to be sent separately. Use separate sheet, if necessary.)

Type of Document	Enclosed	Not Applicable	Sending Separately	Unable to Furnish
1. Certificate of Completion				
2. Final to Source Summary Report				
3. Agreement Relative to Closeout				
4. Outstanding Claims List				
5. Inventory of Program Materials				
6. Final Request for Cash Consolidated Support Sheet				
7. Final Basic Agency Monitoring Report (BAMR)				
8. Retaind Check				
9. Other (Please Specify)				

Explanation/Comments:

Revised 2/17



Certification of Completion: This form is for grantees to list all activities undertaken, certifying that they have been carried out in accordance with the grant agreement and ensures that the provisions have been made for the payment of all unpaid claims. Grantees are required to report all budgeted grant funds and other funds and list the actual payments for all specific sub-activity.

Funding Sources Summary Report: This form is for grantees to list all funding for the ARC covered project and should reflect the information on the Certificate of Completion.

Grant Recipient Funding Sources

Recipient:
 Contract #:
 Program : Appalachian Regional Commission (ARC) CDFA 23.002

Administration

1. MDA Funds (CDBG, HOME, ESG)		_____	
2. Section 108 Loan Guarantee		_____	
3. Other Consolidated Plan Funds	HOME	_____	
	ESG	_____	
	HOPWA	_____	\$ _____
4. Appalachian Regional Commission		_____	
5. Other Federal Funds		_____	
6. State/Locals Funds		_____	
7. Private Funds		_____	
8. Other		_____	
Total			\$ _____

Public Facilities

1. MDA Funds (CDBG, HOME, ESG)		_____	
2. Section 108 Loan Guarantee		_____	
3. Other Consolidated Plan Funds	HOME	_____	
	ESG	_____	
	HOPWA	_____	\$ _____
4. Appalachian Regional Commission		_____	
5. Other Federal Funds		_____	
6. State/Locals Funds		_____	
7. Private Funds		_____	
8. Other		_____	
Total			\$ _____

Select Activity Type

1. MDA Funds (CDBG, HOME, ESG)		_____	
2. Section 108 Loan Guarantee		_____	
3. Other Consolidated Plan Funds	HOME	_____	
	ESG	_____	
	HOPWA	_____	\$ _____
4. Appalachian Regional Commission		_____	
5. Other Federal Funds		_____	
6. State/Locals Funds		_____	
7. Private Funds		_____	
8. Other		_____	
Total			\$ _____

Grand Totals by Funding Sources

1. MDA Funds (CDBG, HOME, ESG)			\$ _____
2. Section 108 Loan Guarantee			\$ _____
3. Other Consolidated Plan Funds	HOME	\$ _____	
	ESG	\$ _____	
	HOPWA	\$ _____	\$ _____
4. Appalachian Regional Commission			\$ _____
5. Other Federal Funds			\$ _____
6. State/Locals Funds			\$ _____
7. Private Funds			\$ _____
8. Other			\$ _____
Grand Total			\$ _____



CSD Instruction 11-15-2011

Agreement Relative to Closeout: By signing the below agreement, the grantee is certifying that the entire close-out document meets the individual requirements included in the close-out package. This document is an agreement between the grantee and MDA that permits the close-out of the project activities contingent on the promise that the grantee will submit to the MDA its required audits.

Agreement Relative to Closeout of Community Services Division Grant Programs

RECIPIENT: _____ **CONTRACT #** _____

This Agreement is between _____ ("Recipient") and the Mississippi Development Authority, Community Services Division ("Division").

Closeout/Audits

The parties to this Agreement desire to closeout Recipient's CSD Grant (i.e. CDBG, ARC), contract number _____ (the "Grant").

Because of regulatory and legislative changes, the Division no longer requires a final audit of an individual grant at closeout. Rather than waiting for Recipient's next periodic audit, the parties desire to closeout the Grant subject to subsequent audit(s).

THEREFORE, in consideration of the mutual promises contained herein, the parties to this Agreement agree as follows:

1. The Division waives the requirement in 24 CFR Subsection 570.512 of the submission of any required audits and/or subsequent audit of the Grant prior to closeout.
2. Recipient will submit to the Division its required audits or subsequent audit which it shall comply with federal and state requirements and which shall cover all periods in which any grant costs have been incurred.
3. Recipient shall remit to the Division the amount of any ineligible costs that are disallowed by any required audits and/or subsequent audit(s) which disallowances are identified by the Federal and/or State Agency(ies).
4. The Agreement contained herein are in addition to any other agreements between the parties relative to the closeout of the grant. Recipient agrees to abide by all governing laws and regulations.

Certificate of Completion

I hereby certify that all activities undertaken by the Recipient with funds provided under the grant agreement, hereof, have, to the best of my knowledge, been carried out in accordance with the grant agreement; that proper provision has been made by the Recipient for the payment of all unpaid costs and unsettled third-party claims identified, hereof; that the United States of America or the State of Mississippi is under no obligation to make any further payment to the Recipient under the grant agreement, hereof; and that every statement and amount set forth in this instrument is, to the best of my knowledge, true and correct as of this date.

Recipient Performance Certification Report

I hereby certify that all planned and actual beneficiaries, the ethnic beneficiaries information, census information and the performance measures are correct as stated on the Recipient Performance Certification Report are to the best of my knowledge, true and correct as of this date.

GUARANTEE OF RECIPIENT'S COMPLIANCE

Release

Pursuant to the terms of said contract and in consideration of the sum of \$ _____ (Total Amount Paid & Payable by MDA, CSD), upon payment of the said sum does remise, release, and discharge MDA, CSD, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said contract, except the following:

- a. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows:



Agreement Relative to Closeout of Community Services Division Grant Programs

RECIPIENT: _____ CONTRACT #: _____

(If none, so state)

- b. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of the said contract, which are not known to the Contractor on the date of execution of this release and of which the Contractor gives notice in writing to the MDA, CSD within the period specified in the said contract.
- c. Claims, after closeout, for costs which result from the liability to pay Unemployment Insurance costs under a reimbursement system or to settle Worker's Compensation claims.

Assignment of Refunds, Rebates and Credits

Pursuant to the terms of said contract and in consideration of the reimbursement of costs and payment of fees as provided in the said contract and any assignment thereunder, the Contractor hereby does the following:

- a. Assign, transfer, set over and release to MDA, CSD all right, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising or which may hereafter accrue thereunder.
- b. Agree to take whatever action may be necessary to effect prompt collection of all such refunds, rebates, credits or other amounts (including interest thereon due or which may become due, and to forward promptly to MDA, CSD) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved by the MDA, CSD as stated in the said contract and may be applied to reduce any amount otherwise payable to MDA, CSD under the terms hereof.
- c. Agree to cooperate fully with MDA, CSD as to any claim or suit in connection with such refunds, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit MDA, CSD or the Federal Grant of Agency to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

Inventory Certification (Select One)

- a. _____ The Contractor hereby certifies that all items of materials and equipment purchased, furnished, or transferred for or to said Contractor were done so in accordance with the terms and conditions of said contract.
- b. _____ The Contractor hereby certifies that no equipment was furnished or acquired under the terms and conditions of said contract.

General Statement of Compliance

I certify that all the Federal, State and Local requirements of the said contract have been complied with.

Outstanding Claimants List

I hereby certify that the information as stated in the Outstanding Claimants List page is to the best of my knowledge, true and correct.

Inventory and Program Income

CSD Instruction 11-15-2011



Agreement Relative to Closeout of Community Services Division Grant Programs

RECIPIENT: _____ CONTRACT # _____

I hereby certify that the information as stated in the Inventory and Program Income page is to the best of my knowledge, true and correct.

Final Request for Cash Consolidated Support Sheet

I hereby certify that the information as stated on the enclosed in the Final Request for Cash Consolidated Support Sheet is to the best of my knowledge, true and correct.

This Agreement is executed by the Parties on the date indicated by their respective signatures.

IN WITNESS THEREOF, THIS Agreement and Certification of Contract Compliance has been executed this day of _____

WITNESSED BY:

BY SIGNATORY OFFICIAL

1. _____

TITLE

2. _____

DATE

**MISSISSIPPI DEVELOPMENT AUTHORITY
COMMUNITY SERVICES DIVISION**

BY SIGNATORY OFFICIAL

TITLE

DATE



Outstanding Claimants List: When unclaimed funds are returned to MDA, a list of all possible claimants of these funds shall be prepared and attached to the Recipient's Release. The purpose is to reserve those funds and make future payments if necessary.

Mississippi Development Authority Community Services Division Outstanding Claimant's List					
Recipient:		Contract Number:			
Claimant's Name, Address, S.S.# (Where Applicable)	Check #	Amount	Date	Pay Period Hours and Rate	Other Contact Name and Address
1					
2					
3					
4					
5					
		\$0.00			

Inventory and Program Income: The property and equipment that has been purchased with MDA grant funds should be listed with the purchase price and use of the property and/or equipment. All program income collected to date should be listed, including the activity, additional payments and the use of the program income.

Inventory and Program Income

Real Estate: List the property which has been purchased with MDA grant funds and considered to be surplus property, the type of property, (i.e., lots, land, buildings), price paid for each property, the proposed use of the property, and the date the property is expected to be used.

Number or amount	Type of property	Purchase price	Proposed use of property	Date to be used
1				
2				
3				

Equipment: List the equipment which has been purchased with MDA grant funds (i.e., fire truck, bulldozer, file cabinet, calculator, etc.), the price paid for each piece of equipment, and the use of the equipment.

Number or amount	Type of property	Purchase price	Use of Equipment
1			
2			
3			

Program Income: List the amount of program income which has been collected to date, the type of activity generating program income (i.e., public facility, economic development, housing, etc.), the estimated amount of additional program income payments expected, and the proposed use of the program income.

Amount collected to date	Activity	Additional Payment	Proposed use of program income



CSD Instruction 11-15-2011

Final Request for Cash Consolidated Support Sheet

The final request for cash with the actual final cost of the project including match must be completed and submitted with the close-out package. The "Services Rendered" dates should reflect the entire life of the project.

Final Basic Agency Monitoring Report

The final BAMR report with the final project costs, including ARC and match expenditures, and performance measures.

VIII. RECORDKEEPING

Federal regulations require that States (and grantees) shall establish and maintain such records as may be necessary to facilitate review and audit by ARC (or the State) of the administration of ARC funds (2 CFR 200.333). Federal regulations require records be maintained for a period of three (3) years after the final close-out.

CSD requires that all records are to be maintained by the local unit of government at all times. Failure to maintain an adequate system at the grantee's office could result in a finding for both the grantee and project administrator. In addition, activity can be interrupted on any open project.

The recordkeeping system should be at least the equivalent to the checklist provided below:

APPALACHIAN REGIONAL COMMISSION PROGRAM

GRANTEE NAME

GRANT NUMBER

APPLICATION

Full Application as submitted to the State
Additional information submitted

CONTRACT

Award Letter
 ARC Executed Contract
 MDA Executed Contract
 Correspondence concerning contract conditions
Contract modifications and letters of approval

GENERAL CORRESPONDENCE

General correspondence
 State general correspondence/memorandums

STATE MONITORING

State reports of results of monitoring reviews/recommendations
 Community response to State monitoring reports
 Other correspondence related to State monitoring visits

ENVIRONMENTAL REVIEW RECORD

- Copy of "Environmental Review Record" as submitted to CSD
- Original Tear Sheet (full page)
- Copy of Format II (if applicable)
- "Request for Removal of Contract Conditions and Release of Funds" and Certification signed by certified officer
- Notice of "Removal of Contract Conditions and Release of Funds"
- Letter of clearance from the Department of Archives and History
- Finding of Categorical Exclusion (if applicable)
- Finding of Exemption

FINANCIAL MANAGEMENT

- Signed W-9 Form
- "Authorized Signature Form"
- "Requests for Cash" and support sheets
- General ledger and disbursement journals
- Invoices, pay estimates, receipts of payments of program costs
- Documentation of "In-Kind" expenditures (if applicable)
- Documentation of support cash contributions (if applicable) _____
- Documentation of agency representative's surety bond(s)

PROCUREMENT

- Proofs of Publications of Requests for proposals/bids
- Proof of Solicitations for proposals/bids
- Proposals/bids received
- Evaluations of proposals/bids received
- Written statements of acceptance of proposals/bids
- Executed contracts for each service required (NOTE: All contracts must contain the provisions listed in 24 CFR 85.36)
- Copies of written notification of procurement Requests for Proposals to the Mississippi Contract Procurement Center

EQUAL OPPORTUNITY/MBE/WBE

- Documentation of attempts to solicit minority/female businesses

ACQUISITION (if applicable)

- Master list of easements
- Individual easement/property files (required for donations and/or purchases)

- Disposition of property (if applicable)
- Copy of "Preliminary Acquisition Notice" indicating the booklet was provided to the owner
- Registered/Certified Mail receipts or receipt of hand-delivered notices
- "Invitation to Accompany Appraiser"
- Copy of Appraisal (if applicable)
- Review Appraiser's Report
- Copy of "Statement for the Basis of Determination of Just Compensation"
- "Written Offer to Purchase" (if applicable)
- Justification for any payment above just compensation value
- Documentation concerning condemnation proceedings (if applicable)
- "Statement of Settlement Costs"
- "Offer of Sale of Land"
- "Waiver of Rights"
- Notice of Intent Not to Acquire"
- Copy of "Easement Agreement" or title to property (as applicable)

LABOR STANDARDS COMPLIANCE

- Wage Rate Request
- Memo to file concerning update of wage rates
- Copy of applicable wage rate(s)
- Contractor/Subcontractor eligibility
- Notice of Contract Award and Pre-Construction Conference
- Pre-Construction Conference minutes and roster
- Notice to Proceed
- Notice to start construction
- Weekly payrolls
- Evidence that payrolls were checked against wage decision
- Statement of Compliance signed by an officer of the company
- Employee interviews
- Evidence that posters were on job site

E-verify information for all new hires

If discrepancies occur:

- Evidence of retribute/resolution of identified discrepancies
- Any complaints from workers (if any) and actions taken
- Liquidated damages assessed, appeals (if applicable) and outcome

IX. COMMON PROBLEMS

It is the responsibility of the grantee to perform the activities of an ARC project in accordance with the Appalachian Regional Development Act of 1965 (ARDA), as amended. The grantee must ensure that project activities are carried out to avoid problems, which violate the intent of the Act. Although the duties may be delegated, **the ultimate responsibility for compliance rests with the local unit of government's officials.**

Listed below are some common problems that administrators of ARC projects should be aware of and try to avoid:

Acquisition

- Evidence that the property owner received the HUD brochure "When a Public Agency Acquires your Property" and an invitation to accompany the appraiser was not available. No appraisals performed and no review appraisals (if applicable).

Environmental

- Finding of No Significant Impact (FONSI) was published before clearance from the Department of Archives and History.
- Environmental notice was not published in the newspaper of general circulation.

Equal Opportunity (MBE/WBE)

- Solicitations were not distributed by certified mail.

Financial Management

- Leveraged funds were not expended at a proportionate ratio with ARC funds.
- In-kind services were not properly documented.
- Expenditure of funds was not supported by invoices.
- A balance in the recipient's account for a period in excess of three (3) days.
- Representatives of the recipient agency were not adequately bonded. No journal or ledger was available.

Labor Standards Provisions

- No minutes for the preconstruction conference were on file.
- Prevailing wage rate was not paid to workers.
- Correct or updated wage decisions were not posted at the job site.
- Construction sign not at entrance of construction site until final monitoring was conducted.

- Authorized representative did not sign payrolls.
- Special deductions were not authorized in writing.
- Employee interviews were not conducted.
- Contractor eligibility was not obtained from the State.
- Wage determination not included in bid documentation.

Procurement

- Requests for Proposals were not published for required services.
- At least two minority/female owned businesses were not solicited for each activity.
- Certified mailing undeliverable – must have valid contact information.
- Mississippi Procurement Technical Assistance Program was not notified of the Request for Proposals for construction services (over \$50,000).
- After last published date, the following required number of working days were not followed.
- All applicable clauses were not included in the contract.
- Technical evaluations were not conducted for professional proposals.
- A contract was awarded to a single bidder without soliciting additional proposals. □
Services rendered without contractual agreements executed.

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EXHIBIT E

Wash Gravel-County Hauling

Bidder		Price Per Ton
BACCO		\$9.35
APAC		\$10.45

PRICE QUOTATION

BACCO MATERIALS, INC.

P. O. BOX 8940
COLUMBUS, MS 39705-0014
Phone : (662) 434-0171
Fax: (662) 434-0173

HONORABLE BOARD OF SUPERVISORS
CLAY COUNTY
P.O. BOX 815
WEST POINT, MS 39773

Date: October 16, 2019
Project: General Requirements
Shipping Point: Bacco Materials Plant

QUOTATION IS SUBJECT TO COMPANY CONDITIONS

Mat. Code	Description	Price
-----------	-------------	-------

(Prices FOB Bacco Materials Plant, Lowndes County, MS)

For Sale Between 11/4/2019 and 12/31/2019

8	FILL DIRT	\$ 4.00 PER TON
9	TOPSOIL	\$ 10.50 PER TON
151	MASON SAND	\$ 11.50 PER TON
155	WASHED FILL SAND	\$ 6.00 PER TON
212	WASHED GRAVEL	\$ 9.35 PER TON
214	PEA GRAVEL	\$ 7.00 PER TON
245	OVERSIZE GRAVEL	\$ 11.00 PER TON
607	PITRUN BEDDING	\$ 5.50 PER TON
602	CLAY GRAVEL	\$ 6.25 PER CUBIC YARD

We hereby accept the above offer and agree to its terms and conditions on this the _____ day of _____, 20____. Please mail invoices to _____

Customer: _____

By: _____

Note to Customer: Please sign and return a copy to our office, retaining a copy for your files.

By: _____

Wanda Cutrer
Wanda Cutrer-Administrator
Bacco Materials, Inc.



A CRH COMPANY

APAC - Mississippi, Inc.
A CRH Company

Post Office Box 1388
Columbus, MS 39703
Tel: (662) 328-6555
Fax: (662) 327-2529

October 17, 2019

Clay County Board of Supervisors
Clay County Purchase Clerk
365 Court Street
P.O. Box 815
West Point, MS 39773

GRAVEL SUPPLY BID

APAC-Mississippi, Inc., is pleased to bid on the following materials:

UNIT PRICES - F.O.B. APAC - SCRIBNER PIT (HAMILTON, MS)

Washed Gravel	\$10.45/ton
Oversized Gravel (washed)	\$12.45/ton
Clay Gravel	\$6.15/ton
Pea Gravel	\$10.05/ton
Mason Sand	\$11.95/ton
Fill Sand	\$6.15/ton
Fill Dirt	\$5.55/ton
Concrete Sand	\$7.15/ton
Top Dressing Sand	\$12.85/ton

The above prices apply for the period of November 4, 2019 through December 31, 2019.

Subject bid is not made to the exclusion of other bidders. We will supply all or any part of your requirements.

Respectfully,

ASHLEY SANSING

Clay Gravel-County Hauling

Bidder	Product	Price Per Yard
PRESTON DOBBS		\$3.25
APAC		\$6.15
BACCO		\$6.25

Preston Dobbs Truck Service & Gravel Sales

P. O. Box 9

Hamilton, MS 39746

Phone & Fax 662-348-5150

Submitted to Clay County Board of Supervisors

Chancey Clerks office

Please consider this BID for the following items:

Clay Gravel 3²⁵ per yard

Sand & Gravel 6⁰⁰ per yard

Topsoil 8⁰⁰ per yard

Fill Dirt & Waste Gravel 3⁰⁰ per yard

Waste Sand 3⁰⁰ per yard

Wash Gravel _____

All items are F.O.B. Hamilton, MS pit location. Delivery of material from pit location in Hamilton, MS to requested location can be arranged for an additional 25⁰⁰ per yard per mile. 125⁰⁰ minimum

This BID will expire November 4 2019 Till December 31 2019

Scott Dobbs
Name Scott Dobbs

Signature

10-21-19
Date



APAC - Mississippi, Inc.
A CRH Company

Post Office Box 1388
Columbus, MS 39703
Tel: (662) 328-6555
Fax: (662) 327-2529

October 17, 2019

Clay County Board of Supervisors
Clay County Purchase Clerk
365 Court Street
P.O. Box 815
West Point, MS 39773

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ASHLEY SANSING

PRICE QUOTATION

BACCO MATERIALS, INC.

P. O. BOX 8940
COLUMBUS, MS 39705-0014
Phone : (662) 434-0171
Fax: (662) 434-0173

HONORABLE BOARD OF SUPERVISORS
CLAY COUNTY
P.O. BOX 815
WEST POINT, MS 39773

Date: October 16, 2019
Project: General Requirements
Shipping Point: Bacco Materials Plant

QUOTATION IS SUBJECT TO COMPANY CONDITIONS

Mat. Code	Description	Price
-----------	-------------	-------

(Prices FOB Bacco Materials Plant, Lowndes County, MS)

For Sale Between 11/4/2019 and 12/31/2019

8	FILL DIRT	\$ 4.00 PER TON
9	TOPSOIL	\$ 10.50 PER TON
151	MASON SAND	\$ 11.50 PER TON
155	WASHED FILL SAND	\$ 6.00 PER TON
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214	PEA GRAVEL	\$ 7.00 PER TON
245	OVERSIZE GRAVEL	\$ 11.00 PER TON
607	PITRUN BEDDING	\$ 5.50 PER TON
602	CLAY GRAVEL	\$ 6.25 PER CUBIC YARD

We hereby accept the above offer and agree to its terms and conditions on this the _____ day of _____, 20____. Please mail invoices to _____

Customer: _____

By: _____

Note to Customer: Please sign and return a copy to our office, retaining a copy for your files.

By: _____

Wanda Cutrer
Wanda Cutrer-Administrator

Bacco Materials, Inc.

Pea Gravel-County Hauling

Bidders	Product	Price Per Ton
BACCO		\$7.00
APAC		\$10.05

PRICE QUOTATION

BACCO MATERIALS, INC.

P. O. BOX 8940
COLUMBUS, MS 39705-0014
Phone : (662) 434-0171
Fax: (662) 434-0173

HONORABLE BOARD OF SUPERVISORS
CLAY COUNTY
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By: _____

Wanda Cutrer
Wanda Cutrer-Administrator

Bacco Materials, Inc.



A CRH COMPANY

APAC - Mississippi, Inc.
A CRH Company

Post Office Box 1388
Columbus, MS 39703
Tel: (662) 328-6555
Fax: (662) 327-2529

October 17, 2019

Clay County Board of Supervisors
Clay County Purchase Clerk
365 Court Street
P.O. Box 815
West Point, MS 39773

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The above prices apply for the period of November 4, 2019 through December 31, 2019.

- Subject bid is not made to the exclusion of other bidders. We will supply all or any part of your requirements.

Respectfully,

Ashley Sansing

ASHLEY SANSING

Fill Dirt-County Hauling

Bidders	Product	Price Per Ton
PRESTON DOBBS		\$3.00
BACCO		\$4.00
APAC		\$5.55

Preston Dobbs Truck Service & Gravel Sales
P. O. Box 9
Hamilton, MS 39746
Phone & Fax 662-348-5150

Submitted to Clay County Board of Supervisors

Chancey Cleeks office

Please consider this BID for the following items:

Clay Gravel 3.25 per yard

Sand & Gravel 6.00 per yard

Topsoil 8.00 per yard

Fill Dirt & Waste Gravel 3.00 per yard

Waste Sand 3.00 per yard

Wash Gravel _____

All items are F.O.B. Hamilton, MS pit location. Delivery of material from pit location in Hamilton, MS to requested location can be arranged for an additional 25¢ per yard per mile. 125.00 minimum

This BID will expire November 4 2019 Till December 31 2019

Scott Dobbs
Name Scott Dobbs
Scott Dobbs

Signature

10-21-19
Date

Sand-County Hauling

Bidder	Product	Price Per Ton
APAC	MASON SAND	\$11.95
BACCO	MASON SAND	\$11.50
PRESTON DOBBS	WASTE SAND	\$3.00

APAC	FILL SAND	\$6.15
PRESTON DOBBS	FILL SAND	\$6.00
BACCO	FILL SAND	\$6.00

Preston Dobbs Truck Service & Gravel Sales

P. O. Box 9

Hamilton, MS 39746

Phone & Fax 662-346-3150

Submitted to Clay County Board of Supervisors

Chancery Clerks office

Please consider this BID for the following items:

Clay Gravel 3.25 per yard

Sand & Gravel 6.00 per yard

Topsoil 8.00 per yard

Fill Dirt & Waste Gravel 3.00 per yard

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Wash Gravel _____

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Scott Dobbs

Name Scott Dobbs
Scott Dobbs

Signature

10-21-19
Date



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A CRH Company

Post Office Box 1388
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October 17, 2019

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Ashley Sansing

ASHLEY SANSING

PRICE QUOTATION

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Customer: _____

By: _____

Note to Customer: Please sign and return a copy to our office, retaining a copy for your files.

By: _____

Wanda Cutrer
Wanda Cutrer-Administrator

Bacco Materials, Inc.

Oversized Gravel

Vendor		Price Per Ton	
BACCO		\$11.00	
APAC		\$12.45	

PRICE QUOTATION**BACCO MATERIALS, INC.**

P. O. BOX 8940

COLUMBUS, MS 39705-0014

Phone : (662) 434-0171

Fax: (662) 434-0173

HONORABLE BOARD OF SUPERVISORS

Date: October 16, 2019

CLAY COUNTY

Project: General Requirements

P.O. BOX 815

Shipping Point: Bacco Materials Plant

WEST POINT, MS 39773

QUOTATION IS SUBJECT TO COMPANY CONDITIONS

Mat. Code

Description

Price

(Prices FOB Bacco Materials Plant, Lowndes County, MS)

For Sale Between 11/4/2019 and 12/31/2019

8	FILL DIRT	\$ 4.00 PER TON
9	TOPSOIL	\$ 10.50 PER TON
151	MASON SAND	\$ 11.50 PER TON
155	WASHED FILL SAND	\$ 6.00 PER TON
212	WASHED GRAVEL	\$ 9.35 PER TON
214	PEA GRAVEL	\$ 7.00 PER TON
245	OVERSIZE GRAVEL	\$ 11.00 PER TON
607	PITRUN BEDDING	\$ 5.50 PER TON
602	CLAY GRAVEL	\$ 6.25 PER CUBIC YARD

We hereby accept the above offer and agree to its terms and conditions on this the _____ day of

_____, 20____. Please mail invoices to _____

Customer: _____

By: _____

Note to Customer: Please sign and return a copy to our office, retaining a copy for your files.

By: _____

Wanda Cutrer
 Wanda Cutrer-Administrator

Bacco Materials, Inc.



APAC - Mississippi, Inc.
A CRH Company

Post Office Box 1388
Columbus, MS 39703
Tel: (662) 328-6555
Fax: (662) 327-2529

October 17, 2019

Clay County Board of Supervisors
Clay County Purchase Clerk
365 Court Street
P.O. Box 815
West Point, MS 39773

GRAVEL SUPPLY BID

APAC-Mississippi, Inc., is pleased to bid on the following materials:

UNIT PRICES – F.O.B. APAC – SCRIBNER PIT (HAMILTON, MS)

Washed Gravel	\$10.45/ton
Oversized Gravel (washed)	\$12.45/ton
Clay Gravel	\$6.15/ton
Pea Gravel	\$10.05/ton
Mason Sand	\$11.95/ton
Fill Sand	\$6.15/ton
Fill Dirt	\$5.55/ton
Concrete Sand	\$7.15/ton
Top Dressing Sand	\$12.85/ton

The above prices apply for the period of November 4, 2019 through December 31, 2019.

Subject bid is not made to the exclusion of other bidders. We will supply all or any part of your requirements.

Respectfully,

ASHLEY SANSING

Pit Run Bedding-County Hauling

Bidder		Price Per Ton
BACCO		\$5.50

PRICE QUOTATION

BACCO MATERIALS, INC.

P. O. BOX 8940
COLUMBUS, MS 39705-0014
Phone : (662) 434-0171
Fax: (662) 434-0173

HONORABLE BOARD OF SUPERVISORS

Date: October 16, 2019

CLAY COUNTY

Project: General Requirements

P.O. BOX 815

Shipping Point: Bacco Materials Plant

WEST POINT, MS 39773

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Customer: _____

By: _____

Note to Customer: Please sign and return a copy to our office, retaining a copy for your files.

By: _____

Wanda Cutrer
Wanda Cutrer-Administrator

Bacco Materials, Inc.

Top Soil-County Hauling

Bidder		Price Per Ton
PRESTON DOBBS		\$8.00
BACCO		\$10.50

Preston Dobbs Truck Service & Gravel Sales

P. O. Box 9

Hamilton, MS 39746

Phone & Fax 662-348-5150

Submitted to Clay County Board of Supervisors

Chancery Clerks office

Please consider this BID for the following items:

Clay Gravel 3.25 per yard

Sand & Gravel 6.00 per yard

Topsoil 8.00 per yard

Fill Dirt & Waste Gravel 3.00 per yard

Waste Sand 3.00 per yard

Wash Gravel _____

All items are F.O.B. Hamilton, MS pit location. Delivery of material from pit location in Hamilton, MS to requested location can be arranged for an additional 25¢ per yard per mile. 125.00 minimum

This BID will expire November 4 2019 Till December 31 2019

Scott Dobbs
Name Scott Dobbs
Scott Dobbs
Signature

10-21-19
Date

PRICE QUOTATION**BACCO MATERIALS, INC.**

P. O. BOX 8940

COLUMBUS, MS 39705-0014

Phone : (662) 434-0171

Fax: (662) 434-0173

HONORABLE BOARD OF SUPERVISORS

Date: October 16, 2019

CLAY COUNTY

Project: General Requirements

P.O. BOX 815

Shipping Point: Bacco Materials Plant

WEST POINT, MS 39773

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 Wanda Cutrer-Administrator

Bacco Materials, Inc.

Size	ADS Price	Vendor	Vendor	Vendor																																																																														
		G & O SUPPLY CO																																																																																
8"		<p align="center">G & O SUPPLY CO., INC. 1344 D.L. COLLURS DRIVE Tupelo, MS 38801 662-840-3883 • 800-267-0442 • FAX 662-840-0304</p> <p>1344 D.L. Collins Dr. 230 HYDROWALKED 2402 BERRY AVE. 1000 HIGHWAY 49 10740 INDUSTRIAL PARK RD TUPULO, MS 38801 FERRISDA, MS 39011 JACKSON, MS 39201 JACKSON, MS 39201 CHICKASAW, MS 39011 662-840-3883 662-840-2323 662-840-2323 662-840-2323 662-840-2323</p> <p align="center">TERM BID</p> <p>LEGAL ENTITY: City County BID TERM: Bid Good thru term of bid as advertised BID DATE: October 23, 2010 @ 9:00 A.M.</p> <p>AGENCY SPECIFICATIONS FOR ADS N-12 PIPE AND COUPLINGS (OTHER BEKIN) 1. ASTM B681, STANDARD SPECIFICATION FOR POLYETHYLENE CORRUGATED DRAINAGE TUBING, 4" TO 60" DIAMETER 2. ASTM M24, STANDARD SPECIFICATION FOR CORRUGATED POLYETHYLENE PIPE, 12" TO 60" DIAMETER 3. ASTM D2688, STANDARD SPECIFICATION FOR CORRUGATED POLYETHYLENE PIPE, FROM CELL WALLS SHALL BE GRATED FOR 4" TO 12" PIPE AND GRATED FOR 12" TO 60" PIPE 4. ASTM F471 SPECIFICATION FOR ELASTOMERIC BALLS (COMBATS) FOR JOINTS PLASTIC PIPE</p> <p>ASTM F2448 SPECIFICATIONS FOR ADS N-12 PIPE AND COUPLINGS (RECYCLED BEKIN) 1. ASTM F2448, STANDARD SPECIFICATION FOR 4" TO 60" DIA. AS CORRUATED PROFILE BALL POLYETHYLENE PIPE AND FITTINGS FOR LAND DRAINAGE 2. FROM CELL WALLS SHALL BE GRATED FOR 4" TO 12" PIPE AND GRATED FOR 12" TO 60" PIPE 3. ASTM F2448, STANDARD SPECIFICATION FOR 12" TO 60" DIA. TO USE AND UNGRADED UNGRADED PROFILE BALL POLYETHYLENE PIPE AND FITTINGS FOR SEWAGE, PLAIN STONER BEKIN AND SUBSIDIARY ADE DRAINAGE APPLICATIONS 4. FITTINGS SHALL BE AVAILABLE WITH THE FOLLOWING LENGTHS: 24" Lengths 12'-00", 24" Lengths 12'-00", 36" Lengths 12'-00", 48" Lengths 12'-00" & 24'-00"</p> <table border="1"> <thead> <tr> <th colspan="6">SMOOTH INTERIOR DOUBLE WALL HIGH DENSITY POLYETHYLENE PIPE - 40000 RAINY 10'-12'</th> </tr> <tr> <th>DIAMETER (INCHES)</th> <th>ASTM F2448 COST #</th> <th>ASTM F2448 PIPE COST #</th> <th>PER LINEAL FOOT</th> <th>COUPLING COST #</th> <th>PER UNIT</th> </tr> </thead> <tbody> <tr> <td>8"</td> <td>4.00</td> <td>3.88</td> <td>LINEAL FOOT</td> <td>7.52</td> <td>EACH</td> </tr> <tr> <td>10"</td> <td>5.87</td> <td>5.75</td> <td>LINEAL FOOT</td> <td>10.49</td> <td>EACH</td> </tr> <tr> <td>12"</td> <td>8.44</td> <td>8.18</td> <td>LINEAL FOOT</td> <td>14.54</td> <td>EACH</td> </tr> <tr> <td>15"</td> <td>11.83</td> <td>11.41</td> <td>LINEAL FOOT</td> <td>19.74</td> <td>EACH</td> </tr> <tr> <td>18"</td> <td>16.24</td> <td>15.62</td> <td>LINEAL FOOT</td> <td>26.50</td> <td>EACH</td> </tr> <tr> <td>24"</td> <td>21.86</td> <td>21.02</td> <td>LINEAL FOOT</td> <td>47.37</td> <td>EACH</td> </tr> <tr> <td>30"</td> <td>27.44</td> <td>26.53</td> <td>LINEAL FOOT</td> <td>110.12</td> <td>EACH</td> </tr> <tr> <td>36"</td> <td>34.33</td> <td>33.29</td> <td>LINEAL FOOT</td> <td>153.21</td> <td>EACH</td> </tr> <tr> <td>42"</td> <td>44.29</td> <td>43.24</td> <td>LINEAL FOOT</td> <td>224.28</td> <td>EACH</td> </tr> <tr> <td>48"</td> <td>56.53</td> <td>55.37</td> <td>LINEAL FOOT</td> <td>283.28</td> <td>EACH</td> </tr> <tr> <td>60"</td> <td>104.88</td> <td>103.37</td> <td>LINEAL FOOT</td> <td>409.30</td> <td>EACH</td> </tr> </tbody> </table> <p>GENERAL: 1. THESE PRICES INCLUDE FREIGHT TO ANY LOCATION PER COUNTY REQUEST. 2. AS AN AUTHORIZED ADS DISTRIBUTOR OUR PRICES ARE THE SAME</p> <p align="right">SEE AUTHORIZATION LETTER ATTACHED  David W. Broadwater G & O SUPPLY CO., INC.</p>	SMOOTH INTERIOR DOUBLE WALL HIGH DENSITY POLYETHYLENE PIPE - 40000 RAINY 10'-12'						DIAMETER (INCHES)	ASTM F2448 COST #	ASTM F2448 PIPE COST #	PER LINEAL FOOT	COUPLING COST #	PER UNIT	8"	4.00	3.88	LINEAL FOOT	7.52	EACH	10"	5.87	5.75	LINEAL FOOT	10.49	EACH	12"	8.44	8.18	LINEAL FOOT	14.54	EACH	15"	11.83	11.41	LINEAL FOOT	19.74	EACH	18"	16.24	15.62	LINEAL FOOT	26.50	EACH	24"	21.86	21.02	LINEAL FOOT	47.37	EACH	30"	27.44	26.53	LINEAL FOOT	110.12	EACH	36"	34.33	33.29	LINEAL FOOT	153.21	EACH	42"	44.29	43.24	LINEAL FOOT	224.28	EACH	48"	56.53	55.37	LINEAL FOOT	283.28	EACH	60"	104.88	103.37	LINEAL FOOT	409.30	EACH		
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204

G & O SUPPLY CO., INC.

1344 D.L. COLLUMS DRIVE

Tupelo, MS 38801

662-840-3003 * 888-267-0442 * FAX 662-840-0304

1344 D.L. Collums Dr. 333 STONEWALL RD 2052 FOREST AVE. 18188 HIGHWAY 49 102 AIR INDUSTRIAL PARK RD
 TUPELO, MS 388 BYHALIA, MS 38611 JACKSON, MS 39206 SAUCIER, MS 39574 GRENADA, MS 38901
 662-840-3003 662-838-5122 601-366-7444 228-832-9655 888-267-0442

TERM BID

LEGAL ENTITY: Clay County
BID TERM: Bid Good thru term of bid as advertised
BID DATE: October 25, 2019 @ 9:00 a.m.

AASHTO SPECIFICATIONS FOR ADS N-12 PIPE AND COUPLINGS (VIRGIN RESIN)

1. AASHTO M-252, STANDARD SPECIFICATION FOR POLYETHYLENE CORRUGATED DRAINAGE TUBING, 4" -10" DIAMETER
2. AASHTO M-294, STANDARD SPECIFICATION FOR CORRUGATED POLYETHYLENE PIPE, 12" - 60" DIAMETER
3. RESIN CELL CLASS SHALL BE 424420C FOR 4" TO 10" PIPE AND 435400C FOR 12" TO 60" PIPE
4. ASTM F-477 SPECIFICATION FOR ELASTOMETRIC SEALS (GASKETS) FOR JOINING PLASTIC PIPE,

ASTM F2648 SPECIFICATIONS FOR ADS N-12 PIPE AND COUPLINGS (RECYCLED RESIN)

1. ASTM F2648, STANDARD SPECIFICATION FOR 2" TO 60" ANNULAR CORRUGATED PROFILE WALL POLYETHYLENE PIPE AND FITTINGS FOR LAND DRAINAGE
2. RESIN CELL CLASS SHALL BE 424420C FOR 4" TO 10" PIPE AND 435420C FOR 12" TO 60" PIPE
3. ASTM F-2306, STANDARD SPECIFICATION FOR 12 TO 60 IN. [300 TO 1500 MM] ANNULAR CORRUGATED PROFILE-WALL POLYETHYLENE (PE) PIPE AND FITTINGS FOR GRAVITY-FLOW STORM SEWER AND SUBSURFACE DRAINAGE APPLICATIONS
4. PIPE LENGTHS AVAILABLE BOTH SPECIFICATIONS:
 20' Lengths 8"-60", 24' Lengths 8"-60", 30' Lengths 12"-60" (20' Lengths have bell & spigot)

SMOOTH INTERIOR DOUBLE WALL HIGH DENSITY POLYETHYLENE PIPE - BRAND NAME "N-12"

DIAMETER (INCHES)	AASHTO Pipe COST \$	ASTM F2648 PIPE COST \$	PER UNIT	COUPLING COST \$	PER UNIT
8"	4.00	3.81	LINEAR FOOT	7.62	EACH
10"	5.57	5.31	LINEAR FOOT	10.49	EACH
12"	6.44	6.13	LINEAR FOOT	11.84	EACH
15"	8.82	8.41	LINEAR FOOT	19.71	EACH
18"	11.71	11.16	LINEAR FOOT	33.59	EACH
24"	19.56	18.62	LINEAR FOOT	47.37	EACH
30"	27.44	26.13	LINEAR FOOT	110.12	EACH
36"	34.33	32.69	LINEAR FOOT	153.21	EACH
42"	44.33	42.21	LINEAR FOOT	224.25	EACH
48"	56.63	53.97	LINEAR FOOT	263.25	EACH
60"	105.39	100.37	LINEAR FOOT	409.50	EACH

GENERAL:


1. THESE PRICES INCLUDE FREIGHT TO ANY LOCATION PER COUNTY REQUEST.
2. AS AN AUTHORIZED ADS DISTRIBUTOR OUR PRICES ARE THE SAME

SEE AUTHORIZATION LETTER ATTACHED



Davis N. Broadwater
 G & O SUPPLY CO., INC.

Culverts-Metal Pipe

Sizes		Vendor	Vendor	Vendor
		G&O SUPPLY CO		
6				
8	<p>Clay County, MS Bid Pricing effective in Clay County, MS November 4, 2019 - December 31, 2019 Bid Date: Nov 4, 2019</p>			
10				
12				
15				
18				
21				
24				
30				
36				
42				

DIA	(Inch)	Corrugation	Gage	Galvalume®		Aluminum		Polymer	
				Round	Arch	Round	Arch	Round	Arch
12	676	2-20 x 12	16	\$18.36	\$11.45	\$10.85	\$11.55	\$14.34	\$16.71
15	111 x 151	2-20 x 12	16	\$12.44	\$7.85	\$13.02	\$14.32	\$17.21	\$19.58
18	121 x 151	2-20 x 12	16	\$16.88	\$11.30	\$16.37	\$17.50	\$21.61	\$24.98
21	124 x 151	2-20 x 12	16	\$17.82	\$11.30	\$18.34	\$19.29	\$24.38	\$28.41
24	126 x 151	2-20 x 12	16	\$19.88	\$11.30	\$20.61	\$22.42	\$27.25	\$32.07
30	126 x 241	2-20 x 12	16	\$24.88	\$17.38	\$26.03	\$28.04	\$34.42	\$39.88
36	141 x 241	2-20 x 12	16	\$30.08	\$21.38	\$31.46	\$34.01	\$41.69	\$48.71
42	141 x 331	2-20 x 12	16	\$37.08	n/a	\$38.72	n/a	\$51.20	n/a
48	157 x 331	2-20 x 12	16	\$41.38	n/a	\$43.28	n/a	\$57.22	n/a
12	686	2-20 x 12	14	\$18.88	n/a	\$18.02	n/a	\$21.21	n/a
15	117 x 151	2-20 x 12	14	\$13.92	\$17.18	\$16.22	\$17.88	\$21.51	\$24.82
18	121 x 151	2-20 x 12	14	\$16.08	\$20.82	\$18.32	\$21.48	\$26.32	\$30.49
21	124 x 151	2-20 x 12	14	\$17.77	\$22.94	\$20.76	\$23.08	\$28.11	\$32.13
24	126 x 201	2-20 x 12	14	\$18.88	\$27.38	\$21.59	\$24.42	\$31.42	\$37.88
30	126 x 241	2-20 x 12	14	\$21.08	\$34.20	\$27.64	\$30.79	\$38.69	\$47.33
36	141 x 241	2-20 x 12	14	\$27.21	\$41.28	\$36.26	\$42.08	\$51.69	\$62.79
42	141 x 331	2-20 x 12	14	\$33.71	\$49.38	\$47.89	\$52.92	\$64.23	\$78.57
48	157 x 331	2-20 x 12	14	\$39.38	n/a	\$54.67	n/a	\$72.25	n/a
54	154 x 431	2-20 x 12	14	\$54.71	n/a	\$71.50	n/a	\$91.33	n/a
21	124 x 181	2-20 x 12	12	\$21.58	\$34.72	\$33.03	\$38.35	\$48.57	\$58.04
24	126 x 181	2-20 x 12	12	\$26.91	\$38.11	\$37.08	\$41.34	\$53.89	\$64.85
30	126 x 241	2-20 x 12	12	\$34.89	\$49.08	\$46.70	\$51.37	\$66.74	\$81.82
36	141 x 241	2-20 x 12	12	\$43.20	\$58.76	\$56.81	\$61.26	\$78.79	\$95.17
42	141 x 331	2-20 x 12	12	\$53.19	\$71.06	\$68.15	\$74.88	\$96.19	\$116.34
48	157 x 331	2-20 x 12	12	\$64.38	\$84.79	\$77.73	\$85.50	\$109.75	\$133.89
54	154 x 431	2-20 x 12	12	\$82.43	\$99.78	\$97.20	\$104.82	\$134.61	\$163.67
60	171 x 431	2-20 x 12	12	\$101.19	n/a	\$116.92	n/a	\$152.47	n/a
66	177 x 531	2-20 x 12	12	\$121.07	n/a	\$138.76	n/a	\$187.83	n/a
36	141 x 281	2-20 x 12	10	\$57.47	\$74.92	\$74.61	\$77.87	\$99.27	\$120.29
42	141 x 331	2-20 x 12	10	\$67.47	\$84.23	\$79.61	\$83.07	\$106.20	\$129.28
48	141 x 381	2-20 x 12	10	\$78.28	\$95.88	\$88.70	\$94.71	\$118.85	\$143.23
54	141 x 431	2-20 x 12	10	\$89.78	\$109.87	\$99.08	\$107.37	\$134.59	\$163.82
60	171 x 431	2-20 x 12	10	\$108.13	\$139.86	\$118.62	\$124.92	\$164.47	\$198.12
66	177 x 431	2-20 x 12	10	\$128.13	\$164.13	\$145.84	\$155.20	\$198.88	\$241.37
72	181 x 531	2-20 x 12	10	\$152.72	n/a	\$188.87	n/a	\$242.71	n/a
78	181 x 571	2-20 x 12	10	\$174.03	n/a	\$212.11	n/a	\$278.79	n/a
84	181 x 611	2-20 x 12	10	\$198.17	n/a	\$236.82	n/a	\$308.27	n/a
90	181 x 651	2-20 x 12	10	\$223.71	n/a	\$261.20	n/a	\$341.30	n/a
96	181 x 691	2-20 x 12	10	\$247.88	n/a	\$288.61	n/a	\$378.48	n/a
102	181 x 731	2-20 x 12	10	\$272.62	n/a	\$316.81	n/a	\$419.81	n/a

Hugger/S-C Bands priced at 1.51X of same diameter n/a = specification not available due to structural or manufacturing limitations 10-C Bands priced at 1.5X of same diameter

206

Clay County, MS Bid

Pricing effective in Clay County, MS

November 4, 2019 – December 31, 2019

Bid Date: Nov 4, 2019



DIA	(Arch)	Corrugation	Gage	Galvanized		Aluminized		Polymer	
				Round	Arch	Round	Arch	Round	Arch
12	(n/a)	2-2/3 x 1/2	16	\$10.36	\$11.40	\$10.85	\$11.93	\$14.34	\$15.78
15	(17 x 13)	2-2/3 x 1/2	16	\$12.44	\$13.68	\$13.02	\$14.32	\$17.21	\$18.93
18	(21 x 15)	2-2/3 x 1/2	16	\$15.55	\$17.10	\$16.27	\$17.90	\$21.51	\$23.66
21	(24 x 18)	2-2/3 x 1/2	16	\$17.62	\$19.38	\$18.44	\$20.28	\$24.38	\$26.82
24	(28 x 20)	2-2/3 x 1/2	16	\$19.69	\$21.66	\$20.61	\$22.67	\$27.25	\$29.97
30	(35 x 24)	2-2/3 x 1/2	16	\$24.88	\$27.36	\$26.03	\$28.64	\$34.42	\$37.86
36	(42 x 29)	2-2/3 x 1/2	16	\$30.06	\$33.06	\$31.46	\$34.60	\$41.59	\$45.75
42	(49 x 33)	2-2/3 x 1/2	16	\$37.00	n/a	\$38.72	n/a	\$51.20	n/a
48	(57 x 38)	2-2/3 x 1/2	16	\$41.36	n/a	\$43.28	n/a	\$57.22	n/a
12	(n/a)	2-2/3 x 1/2	14	\$12.44	n/a	\$13.02	n/a	\$17.21	n/a
15	(17 x 13)	2-2/3 x 1/2	14	\$15.55	\$17.10	\$16.27	\$17.90	\$21.51	\$23.66
18	(21 x 15)	2-2/3 x 1/2	14	\$18.66	\$20.52	\$19.52	\$21.48	\$25.82	\$28.40
21	(24 x 18)	2-2/3 x 1/2	14	\$21.77	\$23.94	\$22.78	\$25.06	\$30.12	\$33.13
24	(28 x 20)	2-2/3 x 1/2	14	\$24.88	\$27.36	\$26.03	\$28.64	\$34.42	\$37.86
30	(35 x 24)	2-2/3 x 1/2	14	\$31.09	\$34.20	\$32.54	\$35.79	\$43.03	\$47.33
36	(42 x 29)	2-2/3 x 1/2	14	\$37.31	\$41.04	\$39.05	\$42.95	\$51.63	\$56.79
42	(49 x 33)	2-2/3 x 1/2	14	\$45.71	\$50.28	\$47.83	\$52.62	\$63.25	\$69.57
48	(57 x 38)	2-2/3 x 1/2	14	\$52.24	n/a	\$54.67	n/a	\$72.28	n/a
54	(64 x 43)	2-2/3 x 1/2	14	\$58.77	n/a	\$61.50	n/a	\$81.32	n/a
21	(24 x 18)	2-2/3 x 1/2	12	\$31.56	\$34.72	\$33.03	\$36.33	\$43.67	\$48.04
24	(28 x 20)	2-2/3 x 1/2	12	\$35.91	\$39.51	\$37.58	\$41.34	\$49.69	\$54.66
30	(35 x 24)	2-2/3 x 1/2	12	\$44.62	\$49.08	\$46.70	\$51.37	\$61.74	\$67.92
36	(42 x 29)	2-2/3 x 1/2	12	\$53.33	\$58.66	\$55.81	\$61.39	\$73.79	\$81.17
42	(49 x 33)	2-2/3 x 1/2	12	\$65.13	\$71.65	\$68.16	\$74.98	\$90.13	\$99.14
48	(57 x 38)	2-2/3 x 1/2	12	\$74.28	\$81.70	\$77.73	\$85.50	\$102.78	\$113.06
54	(64 x 43)	2-2/3 x 1/2	12	\$83.42	\$91.76	\$87.30	\$96.03	\$115.43	\$126.97
60	(71 x 47)	2-2/3 x 1/2	12	\$110.19	n/a	\$115.32	n/a	\$152.47	n/a
66	(77 x 52)	2-2/3 x 1/2	12	\$121.07	n/a	\$126.70	n/a	\$167.53	n/a
36	(42 x 29)	2-2/3 x 1/2	10	\$67.47	\$74.22	\$70.61	\$77.67	\$93.37	\$102.70
36	(42 x 29)	2-2/3 x 1/2	10	\$67.47	\$74.22	\$70.61	\$77.67	\$93.37	\$102.70
42	(49 x 33)	2-2/3 x 1/2	10	\$82.28	\$90.50	\$86.10	\$94.71	\$113.85	\$125.23
48	(57 x 38)	2-2/3 x 1/2	10	\$93.70	\$103.07	\$98.06	\$107.87	\$129.66	\$142.62
54	(64 x 43)	2-2/3 x 1/2	10	\$105.13	\$115.64	\$110.02	\$121.02	\$145.47	\$160.02
60	(71 x 47)	2-2/3 x 1/2	10	\$140.12	\$154.13	\$146.64	\$161.30	\$193.88	\$213.27
66	(77 x 52)	2-2/3 x 1/2	10	\$153.72	n/a	\$160.87	n/a	\$212.71	n/a
72	(83 x 57)	2-2/3 x 1/2	10	\$174.02	n/a	\$182.11	n/a	\$240.79	n/a
78	(n/a)	2-2/3 x 1/2	10	\$188.17	n/a	\$196.92	n/a	\$260.37	n/a
84	(n/a)	2-2/3 x 1/2	10	\$203.73	n/a	\$213.20	n/a	\$281.90	n/a
90	(n/a)	2-2/3 x 1/2	10	\$217.88	n/a	\$228.01	n/a	\$301.48	n/a
96	(n/a)	2-2/3 x 1/2	10	\$232.02	n/a	\$242.82	n/a	\$321.06	n/a

n/a = configuration not available due to structural or manufacturing limitations

Hugger/5-C Bands priced at 1.5LF of same diameter

10-C Bands priced at 3LF of same diameter

Grader Blades Vendor

	Vendor	Vendor	\$/LF	\$/EA Blade
	G&O Supply			
Sizes	UNIT PRICE	UNIT PRICE		
1/2" x 6"	9			
1/2" x 8"	12.5			
5/8" x 6"	10.5			
5/6" X 8"	15			

G & O SUPPLY CO., INC.

1344 D.L. COLLUMS DRIVE

Tupelo, MS 38801

662-840-3003 * 888-267-0442 * FAX 662-840-0304

1344 D.L. Collums Dr. TUPELO, MS 388 662-840-3003	333 STONEWALL RD BYHALIA, MS 38611 662-838-5122	2052 FOREST AVE JACKSON, MS 39206 601-366-7444	18188 HIGHWAY 49 SAUCIER, MS 39574 228-832-9655	182 AIR INDUSTRIAL PARK RD GRENADA, MS 38901 662-840-3003
---	---	--	---	---

BID

COUNTY: Clay County LOCATION: West Point MS BID DATE: 10/25/19 BID TIME: 9:00 a.m. ENGINEER: PAGE: 1 of 1	G&O SUPPLY CONTACT Davis M Broadwater 2025 Forest Ave. Jackson MS 39206 PH: 601-421-8926 Fax: 601-608-7674 Email: dbroadwater@gosupplyinc.com
--	--

Seller has based the quoted prices upon estimated, not guaranteed, quantities. If Buyer elects to purchase only a portion of the materials from Seller, Seller reserves the right to adjust the prices to reflect the impact of the resulting purchase.

Quantity	Unit	Description	Product #	Unit Price	Total
		Grader Blade Bid			
	LF	1/2" x 6" Double Beveled Grader Blade		\$9.00	
	LF	1/2" x 8" Double Beveled Grader Blade		\$12.50	
	LF	5/8" x 6" Double Beveled Grader Blade		\$10.50	
	LF	5/8" x 8" Double Beveled Grader Blade		\$15.00	
	EA	Grade 8 Bolts with nuts 5/8" x 2", 2 1/2", 3" (Sold in Box QTY)		\$1.75	
	EA	Grade 8 Bolts with nuts 3/4" x 2", 2 1/2", 3" (Sold in Box QTY)		\$2.25	
		Notes:			
		1. Prices are delivered to County or pick up at any G&O Location			
		2. Standard Delivery is 5-10 Business Days from date of purchase order			
		3. Bolts are packaged 60 pcs per box			
		4. Grader Blades are packaged 10 blades per bundle			

Terms of Quote: Payment terms are net 30 days from date of invoice, a late charge of 1.5% per month or the highest rate allowable by law on any past due balances will be invoiced, subject to credit approval. Sales tax is not included (add if applicable). A 25% re-stocking fee will be charged on all returns. Prices quoted apply to the project specified herein and shall remain in effect for 30 days from the date of this quote. Seller reserves the right to adjust the prices after 30 days from the date of this quote. Fuel Surcharge will be applied to invoice for each truck shipped. The quantities listed above are an estimation and they are listed for quoting purposes only. G & O Supply is not responsible for plan take off.

ACCEPTANCE

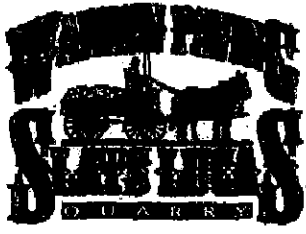
Subject to being awarded the contract, we hereby order the material described above, at the price specified, subject to all terms and conditions of this quotation.

Company: _____
By: _____
Title: _____ Date: _____

G & O Supply Co., Inc. By: <u>Davis M Broadwater</u> Title: SALES

Limestone -County Hauling

Limestone	Vendor	Vendor	Vendor
	WARREN PAVING/TOM SOYA	APAC	
#5	N/A	\$38.00	
#7	\$24.25	\$38.00	
#57	\$22.75	\$38.00	
#67	\$22.75	\$38.00	
#89	\$24.25	\$38.00	
Crush Run	\$22.00	\$38.00	



2019 4th Quarter Quote

POST OFFICE BOX 572

POST OFFICE BOX 25 HATTIESBURG, MISSISSIPPI 39403
TELEPHONE (601)544-7811 - FAX (601)544-2005

GULFPORT, MISSISSIPPI 39503
TELEPHONE (228)896-8003 - FAX (228)896-8155

Stone Prices FOB West Point (Tom Soya Grain Co.)

Material	CODE	Price
100 lb. & 200 lb. Rip Rap		\$28.00
Gabion		\$27.50
4 X1 Limestone		\$23.00
4's, 57's, & 67's		\$22.75
7's & 89's Washed		\$24.25
810 Screenings		\$22.00
610 Base		\$22.00
3/4" Down Base		\$22.00

Warren Paving requires a copy of purchase order before loading

Pricing is FOB 11018 Old Hwy 50, West Point MS, 39773 Haul rate for Clay County is \$5.00/ton, full truckload quantities crushed stone.

Haul rate for Clay County is \$6.50 /ton, full truckload quantities for Rip Rap.

Prices are effective from November 4th 2019 to December 31, 2019. For orders

or questions, call Darron Wood 601 270 9555

Or email darronwood@warrenpaving.com

*Warren Paving
Paul Darron Wood
11/11/2019*



A CRH COMPANY

APAC - Mississippi, Inc.
A CRH Company

Post Office Box 1388
Columbus, MS 39703
Tel: (662) 328-6555
Fax: (662) 327-2529

October 17, 2019

Clay County Board of Supervisors
Clay County Purchase Clerk
365 Court Street
P.O. Box 815
West Point, MS 39773

LIMESTONE SUPPLY BID

APAC-Mississippi, Inc., Fed ID 58-1401467, is pleased to bid on the following materials and related work:

UNIT PRICES F.O.B. Columbus, MS

Crusher Run Limestone (3/4" top-size)	\$38.00/ton
#67 Crushed Limestone	\$38.00/ton
#89 Crushed Limestone	\$38.00/ton
#7 Crushed Limestone	\$38.00/ton
#5 Crushed Limestone	\$38.00/ton
#57 Crushed Limestone	\$38.00/ton

The above prices will remain in effect from November 4, 2019 through December 31, 2019.

This bid is not made to the exclusion of other bidders; we will supply all or any part of your requirements. Your business is sincerely appreciated, and we hope we can be of service to you on the basis of this bid.

Sincerely,

Ashley Sansing

ASHLEY SANSING

COLD MIX

Vendor	Price Per Ton - Hauling	Price Per Ton - Pickup	
COLD MIX	\$86.00	\$97.00	
APAC		\$103.00	

Cold Mix, Inc.

PO Box 333
Nettleton, MS 38858
662-256-4529

October 25, 2019

Honorable Board of Supervisors
Clay County
PO Box 815
West Point, MS 39773

Dear Honorable Board of Supervisors:

We are pleased to bid on the following item for the period of November 4, 2019 through December 31, 2019.

Cold Mix Asphalt (limestone) @ \$86.00 (Eighty-six dollars)
Per ton - FOB our plant in Wren, MS.

Cold Mix Asphalt (limestone) @ \$97.00 (Ninety-seven dollars) per ton
Delivered to all districts in Clay County. (23 Ton Minimum Order)

We appreciate the opportunity to serve you!

Respectfully,



Libby Blasingame

Owner

Cold Mix, Inc.

Privilege License # 4817

Premium Cold Mix Asphalt Products

Physical Address - 32807 Highway 45 North, Nettleton, MS 38858



APAC - Mississippi, Inc.
A CRH Company

Post Office Box 1388
Columbus, MS 39703
Tel: (662) 328-6555
Fax: (662) 327-2529

October 17, 2019

Clay County Board of Supervisors
Clay County Purchase Clerk
365 Court Street
P.O. Box 815
West Point, MS 39773

HOT AND COLD MIX ASPHALT SUPPLY BID

APAC-Mississippi, Inc. is pleased to bid on the following materials and related work, which are guaranteed to meet Mississippi Department of Transportation specifications:

HOT MIX:

F.O.B. Columbus, MS plant \$69.00/ton
F.O.B. Hamilton, MS plant \$69.00/ton

COLD MIX:

F.O.B. Columbus, MS plant \$103.00/ton

The above prices will remain in effect from November 4, 2019 through December 31, 2019.

This bid is not made to the exclusion of other bidders; we will supply all or any part of your requirements. Your business is sincerely appreciated, and we hope we can be of service to you on the basis of this bid.

Respectfully submitted,

Ashley Sansing

ASHLEY SANSING

Hot Mix

Vendor		Price Per Ton
APAC		\$69.00



A CRH COMPANY

APAC - Mississippi, Inc.
A CRH Company

Post Office Box 1388
Columbus, MS 39703
Tel: (662) 328-6555
Fax: (662) 327-2529

October 17, 2019

Clay County Board of Supervisors
Clay County Purchase Clerk
365 Court Street
P.O. Box 815
West Point, MS 39773

HOT AND COLD MIX ASPHALT SUPPLY BID

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HOT MIX:

F.O.B. Columbus, MS plant \$69.00/ton
F.O.B. Hamilton, MS plant \$69.00/ton

COLD MIX:

F.O.B. Columbus, MS plant \$103.00/ton

The above prices will remain in effect from November 4, 2019 through December 31, 2019.

This bid is not made to the exclusion of other bidders; we will supply all or any part of your requirements. Your business is sincerely appreciated, and we hope we can be of service to you on the basis of this bid.

Respectfully submitted,

Ashley Sansing

ASHLEY SANSING

Other Road Buildings Materials
ASPHALT/EMULSTIONS INC

Material Bid	PRICE PER GALLON	ERGON	
CRS-2	DELIVERED	2.25	
CRS-2	PLANT PICK UP	2.5	
CRS-2P	DELIVERED	2.8	
CRS-2P	PLANT PICK UP	2.55	



Ergon Asphalt & Emulsions, Inc.

October 25, 2019

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

RE: Bid for Asphalt Emulsions for Clay County, Mississippi for the period from November 4, 2019 through December 31, 2019.

To Whom It May Concern:

We are pleased to quote you the following prices delivered in full truck transport quantities to any destination in Clay County, Mississippi.

ASPHALT EMULSION:

**CRS-2 \$2.25/gallon tied to the MS October 2019 Index – PLANT PICKUP
**CRS-2 \$2.50/gallon tied to the MS October 2019 Index – DELIVERED

**CRS-2P \$2.55/gallon tied to the MS October 2019 Index – PLANT PICKUP
**CRS-2P \$2.80/gallon tied to the MS October 2019 Index – DELIVERED

****Price will be adjusted monthly based on previous months index. Freight is \$0.25/gal.**

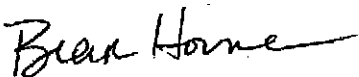
Ergon allows two (2) hours unloading time after that we charge \$90 per hour demurrage.

Federal Environmental Fee will be added to above prices at a rate of \$0.0015/gal for all emulsion loads.

Ergon guarantees the quality of all products to be in full compliance with specifications prescribed by the Mississippi State Highway Department.

Federal tax identification number 64-0666411.

Respectfully yours,
ERGON ASPHALT & EMULSIONS, INC.



Bear Home
Area Sales Manager

BH/tp

Equipment Rental

Bidder	Item Bid	Price Per Hour
HENRY BACKHOE	6/8 Dump Truck w/operator	\$60.00
HENRY BACKHOE	416D Cat Backhoe w/operator	\$60.00
FALCON CONTRACTING	50 ton Lowboy & Tractor w/operator	\$175.00
FALCON CONTRACTING	20 Yard Dump Trailer & Truck w/operator	\$125.00
FALCON CONTRACTING	Cedar Rapids Asphalt Paver w/operator	\$125.00
FALCON CONTRACTING	RC350 Broce Power Broom w/out operator	\$80.00
FALCON CONTRACTING	Komatsu PC 200 Track Excavator w/out operator	\$125.00
FALCON CONTRACTING	Komatsu 380 Frontend Loader w/out operator	\$140.00
FALCON CONTRACTING	Komatsu 31-P Wide Track Dozer w/out operator	\$125.00
FALCON CONTRACTING	140-G Caterpillar Motor Grader w/out operator	\$125.00
	Dump Trucks (14 yard beds)	

220

221

	Dozer: D-5 Cat (wide track) w/operator	
	Excavator: CASE 9030 (wide track) 1 1/2 yd bucket w/operator	
	Grader: Champion 760 14 ft Mold Board w/operator	
	Loader: John Deere 544 2 1/2 yd w/operator	
	Dirt Pan John Deere 4840 8 yd w/operator	
	Compactor: 84" vibratory roller w/operator	
	Compactor: 60" vibratory roller w/operator	
	Rubber Tired Rollers w/operator	
	Backhoe: CASE 580K w/operator	
	Lowboy Equipment Hauler	
COKER CONSTRUCTION	John Deere 310-G Backhoe	\$75.00
COKER CONSTRUCTION	31-P Komatsu Dozer	\$125.00
COKER CONSTRUCTION	37-P John Deere (60) Mini Trackhoe	\$125.00

HENRY BACKHOE & DOZER
1076 WINDY RIDGE ROAD
WEST POINT, MS. 39773
662-295-8785

DATE: October 25, 2019 -

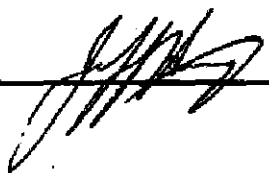
TO: Clay County Board of Supervisors

SUBJECT: Bid submission for equipment labor

416D Cat Backhoe with operator

BID: \$60.00(sixty dollars) per hour with operator

Jeff Henry

A handwritten signature in black ink, appearing to read 'J. Henry', is written over a horizontal line that spans the width of the page.

HENRY BACKHOE & DOZER
1076 WINDY RIDGE ROAD
WEST POINT, MS. 39773
662-295-8785

DATE October 25, 2019

TO: Clay County Board of Supervisors

SUBJECT: Bid submission for equipment labor

6/8 yard Dump truck with operator

BID: \$60.00(sixty dollars) per hour with operator

Jeff Henry



October 25, 2019

Bid to: Clay County Board of Supervisors

Gentlemen,

Falcon Contracting Co., Inc. would like to take this opportunity to submit the following bid for:

Equipment Supply Bid year 2019

- Item Bid: 50 ton Lowboy and Tractor with operator @ \$175.00 p/hr.
- Item Bid: 20 yard dump trailer and truck with operator @ \$125.00 p/hr.
- Item Bid: Cedar Rapids Asphalt Paver with operator @ \$125.00 p/hr.
- Item Bid: RC350 Broce Power Broom without operator @ \$ 80.00 p/hr.
- Item Bid: Komatsu PC 200 Track Excavator without operator @ \$125.00 p/hr.
- Item Bid: Komatsu 380 Frontend Loader without operator @ \$140.00 p/hr.
- Item Bid: Komatsu 31-P Wide Track Dozer without operator @ \$125.00 p/hr.
- Item Bid: 140-G Caterpillar Motor Grader without operator @ \$125.00 p/hr.

Thank you for this opportunity to quote this work.

Sincerely,

Bradley Coker - President
Falcon Contracting Co., Inc.

Coker Construction
950 Hamlin Road
West Point, MS 39773
662-251-2039

Bid date: October 25, 2019, 2019

Bid to: Clay County Board of Supervisors

Equipment Supply Bid year 2019

Item Bid: John Deere 310-G Backhoe @ \$75.00 per hour

Item Bid: 31-P Komatsu Dozer @ \$125.00 per hour

Item Bid: 37-P John Deere (60) mini trackhoe @ \$125.00 per hour

All prices quoted without operator.



Neal Coker

DBST-Without County Furnishing Materials

Bidder		Price Per Yard

DBST-With County Furnishing Materials

Bidder		Price Per Square Yard

227

Herbicide-Weed Killer

Bidder	Price Per Gal.	Bidder
Items		
Conerstone (Genetic Round-Up)		
Crossbow		

Tree Killer-Spike

Bidder	Item	Bid

229

Bidder		PRICE PER TON
	1 1/2 X 0 DURABERM	
	3/4 X 0 COMMERCIAL SLAG	
	2 X 3/4 RAILROAD BALLAST	
	4 X 1 1/2 COMMERCIAL SLAG	

230

Propane Bid

Bid for ONE year contract to service and fill county tanks monthly

Bidder		Price Per Gallon
STARKVILLE LP	ALL DISTRICTS	\$1.60

231

EXHIBIT F

13

232

STATE OF MISSISSIPPI

OFFICE OF THE GOVERNOR



A PROCLAMATION BY THE GOVERNOR

WHEREAS, pursuant to Miss. Code Ann. Section 3-3-7, Thanksgiving Day, Christmas Day, and New Year's Day are declared legal holidays in the State of Mississippi; and

WHEREAS, during the Thanksgiving holiday and Christmas and New Year's season, many state employees will spend time with their families in Mississippi and in other states:

NOW, THEREFORE, I, Phil Bryant, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution of the State of Mississippi and applicable statutes of the State of Mississippi, do hereby authorize the closing of all offices of the State of Mississippi on Thursday, November 22, 2018, in observance of THANKSGIVING DAY; on Tuesday, December 25, 2018, in observance of CHRISTMAS DAY; and on Tuesday, January 1, 2019, in observance of NEW YEAR'S DAY.

IN ADDITION, I hereby authorize the executive officers of all state agencies, in their discretion after considering the interests of the people of the State of Mississippi and the staffing needs of their respective agencies, to close all offices of the State of Mississippi on Friday, November 23, 2018, in further observance of the Thanksgiving holiday; on Monday, December 24, 2018, in further observance of Christmas; and on Monday, December 31, 2018, in further observance of the New Year; and to staff their respective agencies as needed during the Thanksgiving holiday and Christmas and New Year's season.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

DONE in the City of Jackson, on the 16th day of October in the year of our Lord, two thousand and eighteen, and of the Independence of the United States of America, the two hundred and forty-third.

EXHIBIT G



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

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



Torrey J Williams, Director
(662) 494-2088 (Office) * (662) 295-5278 (Cell) * (662) 494-2105 (Fax)
twilliams@wpnet.org

October 2019

Rainfall

The amount of rainfall for the month was 12.60"

Temperature

The average temperature for the month taken at 6:30 a.m. was 61 degrees.

<u>Vehicle</u>	<u>Mileage</u>
EMA 1	256,985
AMBU	80,017

Monthly Overview:

- Statewide Roll Call – October 1
- Weather box and Siren Test – October 4th
- DHS ESF Meeting – October 16th
- Floodplain Class – October 22nd
- Wind Storm – October 26th
- Tabletop Exercise – October 29th
- LEPC Meeting – October 29th

Torrey J Williams, Director
West Point Clay County EMA

EXHIBIT H

**IN THE MATTER OF REQUESTING THE TRVWMD ASSISTANCE IN THE
CLEAN OUT OF A TRIBUTARY HIGHWAY 50 SOUTH**

Supervisor Lammus offered and moved for the adoption of the following Resolution:

RESOLUTION:

WHEREAS, there is an urgent need for assistance from the TRVWMD with the clean out of a tributary Highway 50 South as situated and located in Clay County, MS, and;

WHEREAS, it would appear that the said tributary is located in Sections 24, 25, and 26 Township 17, Range 7 of Clay County, MS, as attached hereto as Exhibit A and;

WHEREAS, without immediate attention taken toward this project, considerable damage to property and inconvenience to the general public may result, and;

WHEREAS, it would appear that Clay County Mississippi is without sufficient resources to perform such tasks.

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of Clay County, Mississippi that the Tombigbee River Valley Water Management District has been authorized and directed to perform the above stated task in Clay County as within its means to do so.

Supervisor Lynn Horton seconded the motion with all members of the Board present voting "AYE". Thereupon, the President declared the motion carried and the Resolution approved.

SO ORDERED, this the 26th day of September 2019.



R. B. Davis, President

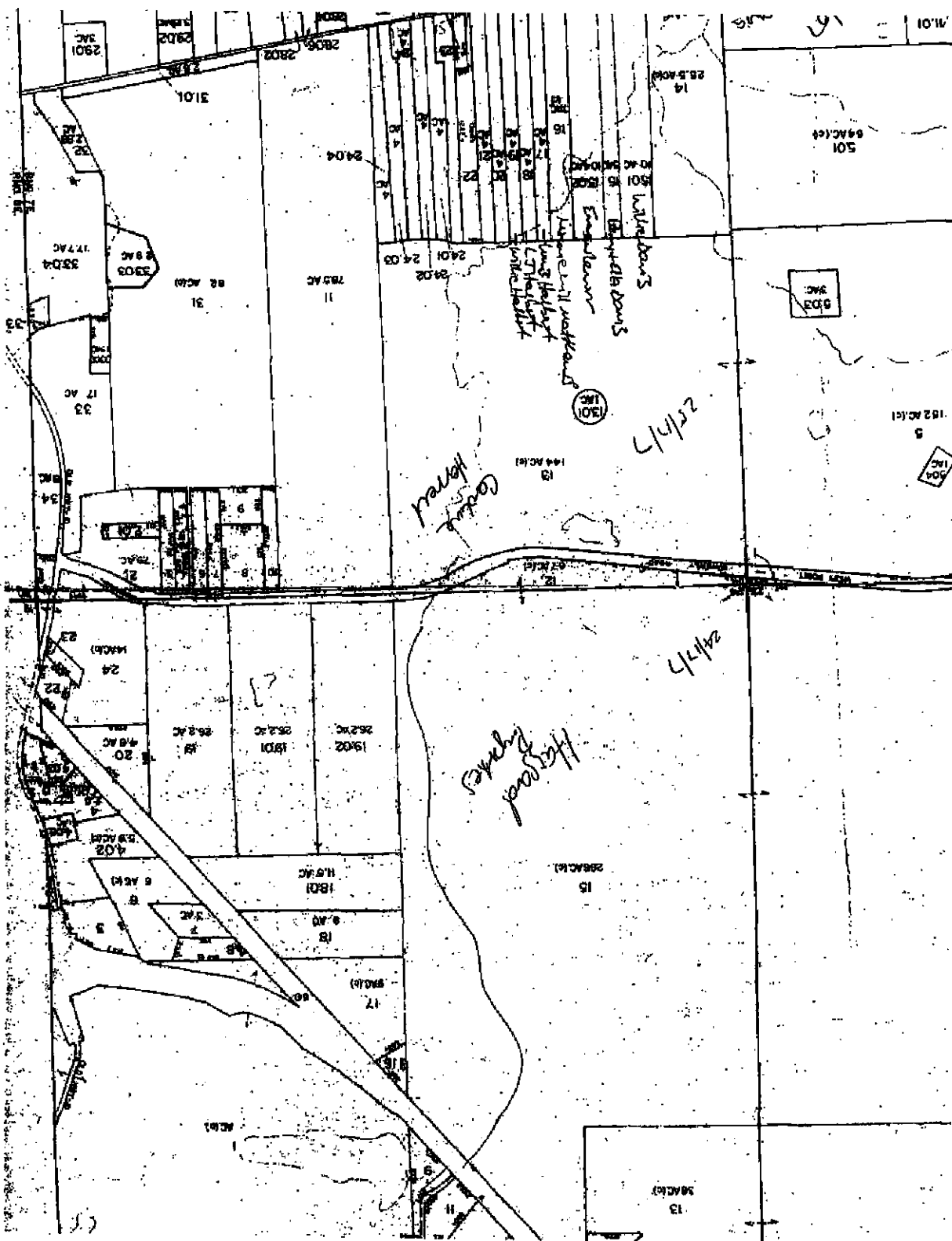


EXHIBIT I

EXHIBIT H

15



Clay County Sheriff's Office

P.O. Box 142
348 West Broad Street
West Point, Mississippi 39773
Phone (662) 494-2712
Fax (662) 494-4034

Sheriff
Eddie Scott
Chief Deputy
Ramirez Williams
Jail Administrator
Anthony Cummings

CLAY COUNTY SHERIFF EDDIE SCOTT AFFIDAVIT OF JAIL MEAL LOG

I, Eddie Scott, Sheriff of Clay County, hereby certify that listed below is the correct number of meals that were served to the inmates in the Clay County Detention Center for the month of October, 2019, to wit:

2,564 Breakfast

2,564 Lunch

2,549 Dinner

total: 7,677 meals

Witness this my signature on the 4 day of November, 2019.

Eddie Scott
Sheriff Clay County

EXHIBIT J

This matter was approved by the Board without any quote(s) being presented to them.

This matter was verbally discussed and it was approved by the Board to buy the cameras for sanitation trucks.

244

243