

BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, Mississippi, on the 4th day of February, 2010, at 9 00 o'clock a m , and present were, Floyd McKee, President of the Board, R B Davis, Vice-President Shelton Deanes, Luke Lummus and Lynn Horton Also present at said meeting were Harmon A Robinson, Clerk of the Board, and Laddie Huffman, Sheriff, when and where the following proceedings were had and determined, to-wit

NO _____

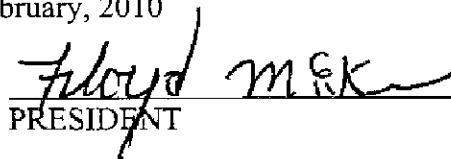
IN THE MATTER OF AUTHORIZING THE CHANCERY CLERK TO PAY AN
UNEMPLOYMENT CLAIM FOR QUARTER ENDING DECEMBER 31, 2009

There came on this day for consideration the matter of authorizing the Chancery Clerk to pay an unemployment claim for quarter ending December 31, 2009

It appears that a claim of \$2,670 55 has been charged to Clay County for unemployment benefits for certain county employees and that it would be prudent to pay said claim from the unemployment bank account and to expense the claim against the department in which each employee worked when employed by the county Please see attached exhibit A for employee and department

After motion by Mr Horton and second by Mr Davis this Board doth vote unanimously to pay said claim to the Mississippi Department of Employment Security and to transfer from each department the amount reflected on the attached exhibit A for that employee who worked for that specific department

SO ORDERED this the 4th day of February, 2010



PRESIDENT

NO _____

IN THE MATTER OF PURCHASING 700 MHZ RADIOS FOR THE SHERIFF'S
DEPARTMENT BY PSIC GRANT

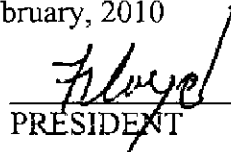
There came on this day for consideration the matter of purchasing 700 MHZ
radios for the Sheriff's Department by PSIC grant

It appears that Clay County Mississippi has applied for and received a PSIC grant
for \$20,916 00 to purchase said radios and that there is a local match required of
\$4,183 20 (20%), and

It appears that the local match of \$4,183 20 must be expensed from the Sheriff's
budget

After motion by Mr Lummus and second by Mr Davis this Board doth vote
unanimously to participate in the PSIC grant and expense the local match of \$4,183 20
from the Sheriff's budget and it is further ordered that the Sheriff's FY2010 budget be
amended to reflect an increase of \$4,183 20

SO ORDERED this the 4th day of February, 2010



PRESIDENT

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EXR 5R
(R-02/2008)

MISSISSIPPI DEPARTMENT OF EMPLOYMENT SECURITY

POST OFFICE BOX 1699
JACKSON MISSISSIPPI 39215 1699

STATEMENT OF BENEFITS PAID TO CLAIMANTS AND CHARGED TO
REIMBURSABLE ACCOUNT INDICATED BELOW

NAME OF FIRM	ACCOUNT NUMBER	STEN NO	QUARTER ENDING
	92-00091	000	12/31/2009

CLAY COUNTY OFFICE OF BOARD OF
SUPERVISORS
PO BOX 815
WEST POINT MS 39773-0815

THE FOLLOWING BENEFIT PAYMENTS ARE CHARGED TO YOU FOR THE ABOVE PERIOD UNDER YOUR ELECTION TO REIMBURSE THE FUND FOR BENEFITS PAID THIS AMOUNT IS TO BE PAID WITHIN FORTY FIVE (45) DAYS AFTER THIS STATEMENT IS MAILED INTEREST ON PAST DUE PAYMENTS WILL ACCRUE AT THE RATE OF ONE PERCENT PER MONTH BEGINNING FORTY FIVE (45) DAYS AFTER THE DATE THIS STATEMENT WAS MAILED

DATE MAILED 02/01/2010

CLAIMANT'S NAME	SOCIAL SECURITY NO	BENEFITS PAID	AMOUNT CHARGED
JAMES W MONTGOMERY <i>DA</i>	425-15-5345	\$ 2,201 00	\$ 287 09
CATHY C BUSBY <i>Shenff</i>	425-15-7454	\$ 1,148 00	\$ 1,148 00
HENRY L BOYD <i>Taylor</i>	425-25-5300	\$ 197 00	\$ 78 99
CARLA M GOLDEN <i>Chawney</i>	426-59-9874	\$ 00	\$ 86 46CR
ALBERT SHAFFER <i>Shenff</i>	587-36-4443	\$ 1,105 00	\$ 1,105 00
CHIME J EDWARDS <i>Circuit</i>	587-65-3838	\$ 2,847 00	\$ 137 93

Exhibit A

REIMBURSEMENT IS DUE FOR THE FOLLOWING AMOUNT ▶ \$ 2,670 55

REMIT PAYMENT
MDES
ATTENTION TAX DEPARTMENT
P O BOX 22781
JACKSON MISSISSIPPI 39225 2781

INQUIRIES ABOUT CHARGES
MDES
ATTENTION BENEFITS DEPARTMENT
P O BOX 23088
JACKSON MISSISSIPPI 39225 3088

IF YOU THINK THAT THIS STATEMENT IS INCORRECT BECAUSE OF SOME ERROR AN APPLICATION FOR REVIEW AND REDETERMINATION MUST BE MADE WITHIN FIFTEEN (15) DAYS AFTER DATE OF MAILING WHICH APPEARS ABOVE

*** PLEASE RETURN A COPY OF THIS STATEMENT WITH YOUR REMITTANCE, ***
OR WITH INQUIRIES REGARDING CHARGES

CR BENEFIT OVERPAYMENT RECOVERY
DB BENEFIT OVERPAYMENT RECOVERY CREDITED IN ERROR

340

NO _____

IN THE MATTER OF ESTABLISHING GUIDELINES FOR SETTING THIS
BOARD'S AGENDA

There came on this day for consideration the matter of establishing guidelines for setting this Board's agenda

It appears to this Board that it would be beneficial to the Board to establish rules that would facilitate the meetings held by this Board, and

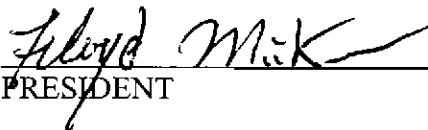
It appears that any person wishing to appear before this Board should contact the Chancery Clerk or the Chancery Clerk's office to be placed on the agenda seven (7) days before the meeting in which they wish to appear

Mr Davis made the motion to require any person wishing to appear before the Board to be on the Board's agenda seven (7) days before the meeting in which they wish to appear Mr Lummus seconded the motion and the President called for a vote, to wit

Mr Horton	Yea
Mr Lummus	Yea
Mr Davis	Yea
Mr Deanes	Yea
Mr McKee	No

The motion having passed this Board doth Order the Clerk of the Board to post a copy of this order on the public bulletin Board of the Clay County Mississippi Courthouse

SO ORDERED this the 4th day of February, 2010



PRESIDENT

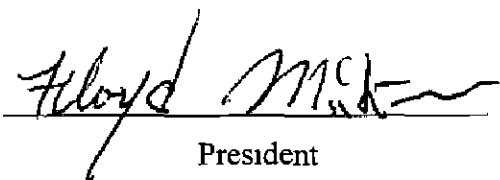
**IN THE MATTER OF INTERFUND LOANS FOR CLAY COUNTY,
MISSISSIPPI**

There came on this day for consideration the matter of an interfund loan of \$ 331 17 to fund #230, District 3 Road Bond & Interest 2000 Fund from fund #153, District 3 Road Fund

It appears to this Board that it is necessary to loan \$ 331 17 to fund #230, District 3 Road B & I 2000 Fund from fund #153, District 3 Road Fund in order for the semi annual bond payment to First Security Bank to be paid. Additionally, upon the collection of 2009 ad valorem tax monies, the said interfund loan will be repaid.

Therefore, after motion by Ms Horton and seconded by Mr Davis, this Board doth vote unanimously to loan \$ 331 17 from fund #153, District 3 Road Fund to fund #230 District 3 Road B & I 2000 Fund

SO ORDERED this the 4th day of February, 2010



President

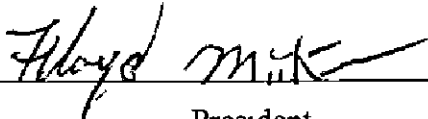
**IN THE MATTER OF INTERFUND LOANS FOR CLAY COUNTY,
MISSISSIPPI**

There came on this day for consideration the matter of loaning \$ 53,940 00 to fund #132, Clay County/Pheba Agricultural High School Renovation Grant #PN 2007108 Fund from fund #018, TVA Special Fund

It appears to this Board two (2) claims have been paid from fund #132, Clay County/Pheba Agricultural High School Renovation Grant #PN 2007108 Fund. Additionally, it appears to this Board a request for reimbursement has been sent to the MS Department of Archives and History for reimbursement from the Grant. However, until Grant funds are received an interfund loan must be made from fund #018, TVA Special Fund to fund #132, Clay County/Pheba Agricultural High School Renovation Grant #PN 2007108 Fund in order for the said fund to not be overdrawn for the month of January 2010.

Therefore, after motion by Mr. Harten and seconded by Mr. Davis this Board doth vote unanimously to loan \$ 53,940 00 to fund #132, Clay County/Pheba Agricultural High School Renovation Grant #PN 2007108 Fund from fund #018, TVA Special Fund until the grant funds are received.

SO ORDERED this the 4th day of February, 2010



President

**IN THE MATTER OF INTERFUND LOANS FOR CLAY COUNTY,
MISSISSIPPI**

There came on this day for consideration the matter of loaning \$10,484 80 to fund #097, Phone Assessment Fund from fund #001, General County Fund

It appears to this Board that it is necessary to loan \$10,484 80 to fund #097, Phone Assessment Fund from fund #001, General County Fund in order that the fund will have sufficient cash balance to cover the claims paid for the month of January 2010

Therefore, after motion by Mr. Hester and seconded by Mr. Davis, this Board doth vote unanimously to loan \$ 10,484 80 from fund #001, General County Fund to fund #097, Phone Assessment fund until the PSIC grant funds are received

SO ORDERED this the 4th day of February, 2010



President

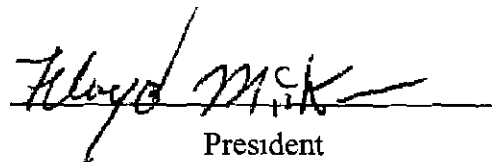
**IN THE MATTER OF INTERFUND LOANS FOR CLAY COUNTY,
MISSISSIPPI**

There came on this day for consideration the matter of an inter fund loan of \$80 43 to be made to fund #104, Law Library Fund from fund #001, General County Fund

It appears to this Board that it is necessary to loan \$ 80 43 to fund #104, Law Library Fund from fund #001, General County Fund in order for the fund to have a sufficient cash balance to cover the payment of the claims which were approved and paid on 1/10/2010

Therefore, after motion by Mr. Horton and seconded by Mr. Davis, this Board doth vote unanimously to loan \$ 80 43 from fund #001, General County Fund to fund #104, Law Library Fund

SO ORDERED this the 4th day of February, 2010


President

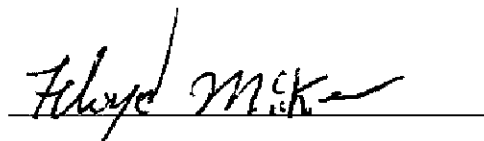
**IN THE MATTER OF INTERFUND LOANS FOR CLAY COUNTY,
MISSISSIPPI**

There came on this day for consideration the matter of an inter fund loan of \$1,479 25 to be made to fund #116, Volunteer Fire Insurance Rebate Monies Fund from fund #114, Volunteer Fire Fund

It appears to this Board that it is necessary to loan \$ 1,479 25 to fund #116, Volunteer Fire Insurance Rebate Monies Fund from fund #114, Volunteer Fire Fund in order for the fund to have a sufficient cash balance to cover the payment of a claim which was approved and paid on 1/10/2010 Furthermore, it appears to this Board, this money should be loaned in anticipation of receiving Insurance Rebate Monies from the State of Mississippi which is used to cover the debt payments incurred for the County Volunteer Fire Departments

Therefore, after motion by Mr. Horta and seconded by Mr. Davis, this Board doth vote unanimously to loan \$ 1,479 25 from fund #114, Volunteer Fire Fund to fund #116, Volunteer Fire Insurance Rebate Monies Fund

SO ORDERED this the 4th day of February, 2010



President

**IN THE MATTER OF TRANSFERRING INTEREST EARNED
FROM THE PAYROLL CLEARING CHECKING ACCOUNT
AND THE INSURANCE CLEARING CHECKING ACCOUNT**

There came on this day for consideration the matter of transferring interest earned from the payroll clearing checking account and the insurance clearing checking account

It appears to this Board that interest has been earned in the payroll clearing checking account in the amount of \$ 77 72 and in the insurance clearing checking account in the amount of \$99 17 and should be transferred to the General County Fund

This Board after motion by Mr. Aceton and seconded by Mr. Davis doth vote unanimously to transfer said amounts in the above referenced checking accounts to the General County Fund

SO ORDERED, this the 4th day of February, 2010



President

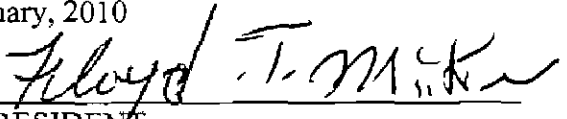
NO _____

IN THE MATTER OF AUTHORIZING THE PRESIDENT TO EXECUTE CO-
OPERATIVE AGREEMENTS WITH THE TOMBIGBEE RIVER VALLEY WATER
MANAGEMENT DISTRICT FOR HOULKA CREEK AND LONG BRANCH CREEK
CLEAN OUTS

There came on this day for consideration the matter of authorizing the President to execute co-operative agreements with the Tombigbee River Valley Water Management District for Houlika Creek and Long Branch Creek clean outs

After motion by Mr Deanes and second by Mr Davis this Board doth vote unanimously to authorize the President to execute the co-operative agreements for said projects

SO ORDERED this the 4th day of February, 2010


PRESIDENT

BE IT REMEMBERED that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, Mississippi, on the 25th day of February, 2010, at 9 00 o'clock a m , and present were, Floyd McKee, President of the Board, R B Davis, Vice-President, Shelton Deanes, Luke Lummus and Lynn Horton Also present at said meeting were Harmon A. Robinson, Clerk of the Board, and Laddie Huffman, Sheriff, when and where the following proceedings were had and determined, to-wit

NO _____

IN THE MATTER OF AN APPROPRIATION TO THE GOLDEN TRIANGLE
PLANNING AND DEVELOPMENT DISTRICT AS AUTHORIZED BY SECTION 17-
19-1 OF THE *MISSISSIPPI CODE OF 1972*

There came on this day for consideration the matter of an appropriation to the Golden Triangle Planning and Development District as authorized by Section 17-19-1 of the *Mississippi Code of 1972*

It appears to this Board that it would be necessary and desirable to make an additional appropriation to the Golden Triangle Planning and Development District in the amount of \$15 300 00 said appropriation to be administered by the Golden Triangle Planning and Development District as tuition free monies for Clay County Mississippi high school graduates that attend East Mississippi Community College

After motion by Mr Davis and second by Mr Horton this Board doth vote unanimously to have the Chancery Clerk to make a count warrant in the amount of \$15,300 00 payable to the Golden Triangle Planning and Development District for the stated purpose as set out herein above

SO ORDERED this the 25th day of February, 2010 /



PRESIDENT

**RESOLUTION AUTHORIZING AND APPROVING EXECUTION
OF AN EQUIPMENT LEASE-PURCHASE AGREEMENT WITH
BANCORPSOUTH EQUIPMENT FINANCE, A DIVISION OF BANCORPSOUTH
BANK
FOR THE PURPOSE OF LEASE-PURCHASING CERTAIN EQUIPMENT**

WHEREAS, the Board of Supervisors the Governing Body (the "Governing Body") of Clay County, Mississippi (the "Lessee"), acting for and on the behalf of the Lessee hereby finds, determines and adjudicates as follows

1 The Lessee desires to enter into an Equipment Lease-Purchase Agreement with the Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" (the 'Agreement') with BancorpSouth Equipment Finance, a division of BancorpSouth Bank (the Lessor") for the purpose of presently purchasing the equipment as described therein for the total cost specified therein (collectively the "Equipment") and to purchase such other equipment from time to time in the future upon appropriate approval,

2 The Lessee is authorized pursuant to Section 31-7-13(e) of the Mississippi Code of 1972, as amended to acquire equipment and furniture by Lease-Purchase agreement and pay interest thereon by contract for a term not to exceed 5 years

3 It is in the best interest of the residents served by Lessee that the Lessee acquire the Equipment pursuant to and in accordance with the terms of the Agreement and

4 It is necessary for the Lessee to approve and authorize the Agreement

5 The Lessee desires to designate the Agreement as a qualified tax-exempt obligation of Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986 (the 'Code')

NOW, THEREFORE, BE IT RESOLVED by this Governing Body for and on behalf of the Lessee as follows

Section 1 The Agreement and Exhibits attached thereto in substantially the same form as attached hereto as Exhibit "A" by and between the Lessor and the Lessee is hereby approved and the President (the "Authorized Officer") is hereby authorized and directed to execute said Agreement on behalf of the Lessee

Section 2 The Agreement is being issued in calendar year 2010

Section 3 Neither any portion of the gross proceeds of the Agreement nor the Equipment identified to the Agreement shall be used (directly or indirectly) in a trade or business carried on by any person other than a governmental unit except for such use as a member of the general public

Section 4 No portion of the rental payments identified in the Agreement (a) is secured, directly or indirectly by property used or to be used in a trade or business carried on by a person other than a governmental unit, except for such use as a member of the general public, or by payments in respect of such property, or (b) is to be derived from payments (whether or not to Lessee) in respect of property or borrowed money used or to be used for a trade or business carried on by any person other than a governmental unit

Section 5 No portion of the gross proceeds of the Agreement are used (directly or indirectly) to make or finance loans to persons other than governmental units

Section 6 Lessee hereby designates the Agreement as a qualified tax-exempt obligation for purposes of Section 265(b) of the Code

Section 7 In calendar year 2010, Lessee has designated \$ 0 of tax-exempt obligations (including the Agreement) as qualified tax-exempt obligations. Including the Agreement herein so designated, Lessee will not designate more than \$30,000,000 of obligations issued during calendar year 2010 as qualified tax-exempt obligations

Section 8 Lessee reasonably anticipates that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year 2010 will not exceed \$30,000,000

Section 9 For purposes of this resolution the amount of Tax-exempt obligations stated as either issued or designated as qualified tax-exempt obligations includes tax-exempt obligations issued by all entities deriving their issuing authority from Lessee or by an entity subject to substantial control by Lessee, as provided in Section 265(b)(3)(E) of the Code

Section 10 The Authorized Officer is further authorized for and on behalf of the Governing Body and the Lessee to do all things necessary in furtherance of the obligations of the Lessee pursuant to the Agreement, including execution and delivery of all other documents necessary or appropriate to carry out the transactions contemplated thereby in accordance with the terms and provisions thereof

Following the reading of the foregoing resolution, MR. LUMMUS moved that the foregoing resolution be adopted, MR. DEANES seconded the motion for its adoption. The PRESIDENT put the question to a roll call vote and the result was as follows:

<u>Mr. Horton</u>	Voted	<u>yea</u>
<u>Mr. Lummus</u>	Voted	<u>yea</u>
<u>Mr. Davis</u>	Voted	<u>yea</u>
<u>Mr. Deanes</u>	Voted	<u>yea</u>
<u>Mr. McKee</u>	Voted	<u>yea</u>
_____	Voted	_____
_____	Voted	_____

The motion having received the affirmative vote of all members present the PRESIDENT declared the motion carried and the resolution adopted this the 25 day of February 2010.

Feloyd McKee
 (presiding officer), Title

ATTEST
[Signature]
 (SEAL)

LEE S COLEMAN
ATTORNEY AT LAW
212 COURT STREET P O BOX 226
WEST POINT MISSISSIPPI 39773
(662) 494-4893 FAX (662) 494-0195
colemancoleman@bellsouth.net

February 25, 2010

BancorpSouth Equipment Finance,
a division of BancorpSouth Bank
P O Box 15097
Hattiesburg MS 39404-5097

Re Lease-Purchase of Equipment by
Clay County, Mississippi
Schedule No 006 to Master Lease No 7073

Ladies and Gentlemen

Pursuant to your request, we hereby render the following opinion regarding the Equipment Lease-Purchase Agreement (the "Agreement") between Clay County, Mississippi (the "Lessee") and the Board of Supervisors (the "Governing Body") and BancorpSouth Equipment Finance, a division of BancorpSouth Bank (the "Lessor") dated February 25, 2010.

We have acted as counsel to the Lessee and the Governing Body with respect to certain legal matters pertaining to the Agreement and to the transactions contemplated thereby. We are familiar with the Agreement and we have examined such agreements, schedules, statements, certificates, records, including minutes of the Governing Body of the Lessee and other instruments of public officials, Lessee and other persons as we have considered necessary or proper as a basis for the opinions hereinafter stated.

Based on such examination, we are of the opinion that

1. Lessee and the Governing Body have full power, authority and legal right to execute, deliver and perform the terms of the Agreement. The Agreement has been duly authorized by all necessary action on the part of Lessee and the Governing Body and any other governing authority and does not require the approval of, or the giving of notice to any other federal, state, local, or foreign governmental authority and does not contravene any law binding on Lessee or the Governing Body or contravene any indenture, credit agreement or other agreement to which Lessee or the Governing Body is a party or by which it is bound.

2 The Agreement has been duly authorized, executed and delivered and constitutes a valid and binding obligation of Lessee and the Governing Body enforceable in accordance with its terms.

3 All required procedures for execution of the Agreement, including competitive bidding, if applicable, have been complied with and all rentals will be paid out of funds which are legally available for such purposes.

4 With respect to the tax-exempt status of the interest portion of rental payments under the Agreement, under present law:

(a) The Agreement is a conditional sales agreement which qualifies as an obligation for purposes of Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulations and rulings hereunder.

(b) The interest portion of the rental payments under the terms of the Agreement is exempt from federal income taxation pursuant to Section 103(a) of the Code and the Treasury Regulations and rulings thereunder.

5 There are no pending or threatened actions or proceedings before any court, administrative agency or other tribunal or body against Lessee or the Governing Body which may materially affect Lessee's or the Governing Body's financial condition or operations, or which could have any effect whatsoever upon the validity, performance or enforceability of the terms of the Agreement.

This opinion is being furnished to you in connection with the above-referenced transaction and the opinions expressed herein are for the sole benefit of, and may be relied upon by the Lessor and its assigns and are not to be delivered to or relied upon by any other party without our prior written consent.

Sincerely,

A handwritten signature in black ink, appearing to read "Lee S. Coleman". The signature is written in a cursive style with a long horizontal line extending to the right.

Lee S. Coleman

LSC/ae

Information Return for Tax Exempt Governmental Obligations

Under Internal Revenue Code section 149(e)
 See separate instructions

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC

Part I Reporting Authority		If Amended Return check here <input type="checkbox"/>	
1 Issuer's name Clay County, Mississippi	2 Issuer's employer identification number 64-6000252	3 Number and street (or P.O. box if mail is not delivered to street address) P O Box 815	4 Report number 3
5 City, town, or post office, state, and ZIP code West Point MS 39773-0815		6 Date of issue	
7 Name of issue		8 CUSIP number	
9 Name and title of officer or legal representative whom the IRS may call for more information		10 Telephone number of officer or legal representative	

Part II Type of Issue (check applicable box(es) and enter the issue price) See instructions and attach schedule	
11 <input type="checkbox"/> Education	11
12 <input type="checkbox"/> Health and hospital	12
13 <input type="checkbox"/> Transportation	13
14 <input type="checkbox"/> Public safety	14
15 <input type="checkbox"/> Environment (including sewage bonds)	15
16 <input type="checkbox"/> Housing	16
17 <input type="checkbox"/> Utilities	17
18 <input checked="" type="checkbox"/> Other Describe E911 System	18 234 571 75
19 If obligations are TANS or RANS check box <input type="checkbox"/> If obligations are BANs check box <input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale check box <input type="checkbox"/>	

Part III Description of Obligations Complete for the entire issue for which this form is being filed				
(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	\$ 234 571 75	\$ N/A	N/A years	3.17 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)	
22 Proceeds used for accrued interest	22
23 Issue price of entire issue (enter amount from line 21 column (b))	23
24 Proceeds used for bond issuance costs (including underwriters' discount)	24
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to currently refund prior issues	27
28 Proceeds used to advance refund prior issues	28
29 Total (add lines 24 through 28)	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30

Part V Description of Refunded Bonds (Complete this part only for refunding bonds)	
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	_____ years
33 Enter the last date on which the refunded bonds will be called	_____
34 Enter the date(s) the refunded bonds were issued	_____

Part VI Miscellaneous	
35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (see instructions)	36a
b Enter the final maturity date of the guaranteed investment contract	37a
37 Pooled financings a Proceeds of this issue that are to be used to make loans to other governmental units	
b If this issue is a loan made from the proceeds of another tax exempt issue check box <input type="checkbox"/> and enter the name of the issuer _____ and the date of the issue _____	
38 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception) check box <input type="checkbox"/>	
39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate check box <input type="checkbox"/>	
40 If the issuer has identified a hedge check box <input type="checkbox"/>	

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief they are true, correct, and complete.

Sign Here: *Harmon A Robinson* Signature of issuer's authorized representative Date: _____
 Harmon A Robinson Type or print name and title
 Chancery Clerk

SPECIAL STIPULATIONS

LESSOR BancorpSouth Equipment Finance,
a division of BancorpSouth Bank
P O Box 15097
302 Second Avenue
Hattiesburg, MS 39404-5097

By _____
Title _____
Date _____

LESSEE Clay County, Mississippi
P O Box 815
West Point, MS 39773-0815

By *Wanda L. Brown*
Title *Clerk of the Board of Supervisors*
Date *2/25/10*

--NONE--

EQUIPMENT LEASE SCHEDULE

Lease Schedule Number 006

This Lease Schedule No 006 to the Equipment Lease-Purchase Agreement dated as of June 10, 2004 (the "Agreement") between BancorpSouth Equipment Finance a division of BancorpSouth Bank, a Mississippi Corporation (the "Lessor") and Clay County, Mississippi (the 'Lessee'), acting by and through the Board of Supervisors, the Governing Body of the Lessee, is made as of this date

1 Description of the Equipment The quantity, item, manufacturer and model and serial number of the Equipment subject to the Agreement are as appear on Exhibit "B 1" attached hereto and made a part hereof

2 Location of the Equipment The Equipment is to be located and delivered to Lessee's premises at _____

3 Original Rental Term The term of the Agreement shall be 5 years

4 Rental Payments The Lessee agrees to pay the Lessor the original cost of \$234,571.75 for the Equipment hereof described in Exhibit "B-1" attached hereto upon the terms and at the times as provided in the Payment Amortization Schedule, attached hereto as Exhibit 'B-2' and made a part hereof, with an interest rate of 3.17 percent per annum as provided thereby

5 This Schedule and its terms and conditions are hereby incorporated by reference in the Agreement

DATED this the 25th day of February 2010

LESSOR

LESSEE

BancorpSouth Equipment Finance a division of BancorpSouth Bank

Clay County Mississippi

By _____

By William E. Robinson

Title _____

Title Clerk of the Board of Supervisors

EXHIBIT B-1

Clay County, Mississippi

Master Lease Number 7073

Schedule Number 06

911 EQUIPMENT

**Info Analysis
Payment Amortization Report**

Customer: Clay County MS

Quote ID: 029 1454 029 002

Quote Entered Date: 2/4/10

Interest Rate: 3.1700% (Monthly)

Per	Date	Payment	Principal	Interest	Principal Balance	Accrued Interest	Accrued Int Bal	Net Balance
0	2/25/10	0.00	0.00	0.00	234,571.75	0.00	0.00	234,571.75
1	3/25/10	4,232.69	3,613.03	619.66	230,958.72	619.66	0.00	230,958.72
2	4/25/10	4,232.69	3,622.58	610.12	227,336.14	610.12	0.00	227,336.14
3	5/25/10	4,232.69	3,632.15	600.55	223,704.00	600.55	0.00	223,704.00
4	6/25/10	4,232.69	3,641.74	590.95	220,062.26	590.95	0.00	220,062.26
5	7/25/10	4,232.69	3,651.36	581.33	216,410.90	581.33	0.00	216,410.90
6	8/25/10	4,232.69	3,661.01	571.69	212,749.89	571.69	0.00	212,749.89
7	9/25/10	4,232.69	3,670.68	562.01	209,079.22	562.01	0.00	209,079.22
8	10/25/10	4,232.69	3,680.37	552.32	205,398.84	552.32	0.00	205,398.84
9	11/25/10	4,232.69	3,690.10	542.60	201,708.75	542.60	0.00	201,708.75
10	12/25/10	4,232.69	3,699.84	532.85	198,008.90	532.85	0.00	198,008.90
	2010	42,326.91	36,562.85	5,764.07		5,764.07		
11	1/25/11	4,232.69	3,709.62	523.07	194,299.28	523.07	0.00	194,299.28
12	2/25/11	4,232.69	3,719.42	513.27	190,579.87	513.27	0.00	190,579.87
13	3/25/11	4,232.69	3,729.24	503.45	186,850.62	503.45	0.00	186,850.62
14	4/25/11	4,232.69	3,739.09	493.60	183,111.53	493.60	0.00	183,111.53
15	5/25/11	4,232.69	3,748.97	483.72	179,362.56	483.72	0.00	179,362.56
16	6/25/11	4,232.69	3,758.88	473.82	175,603.68	473.82	0.00	175,603.68
17	7/25/11	4,232.69	3,768.81	463.89	171,834.88	463.89	0.00	171,834.88
18	8/25/11	4,232.69	3,778.76	453.93	168,056.12	453.93	0.00	168,056.12
19	9/25/11	4,232.69	3,788.74	443.95	164,267.37	443.95	0.00	164,267.37
20	10/25/11	4,232.69	3,798.75	433.94	160,468.62	433.94	0.00	160,468.62
21	11/25/11	4,232.69	3,808.79	423.90	156,659.83	423.90	0.00	156,659.83
22	12/25/11	4,232.69	3,818.85	413.84	152,840.99	413.84	0.00	152,840.99
	2011	50,792.30	45,167.92	5,624.38		5,624.38		
23	1/25/12	4,232.69	3,828.94	403.75	149,012.05	403.75	0.00	149,012.05
24	2/25/12	4,232.69	3,839.05	393.64	145,173.00	393.64	0.00	145,173.00
25	3/25/12	4,232.69	3,849.19	383.50	141,323.81	383.50	0.00	141,323.81
26	4/25/12	4,232.69	3,859.36	373.33	137,464.44	373.33	0.00	137,464.44
27	5/25/12	4,232.69	3,869.56	363.14	133,594.89	363.14	0.00	133,594.89
28	6/25/12	4,232.69	3,879.78	352.91	129,715.11	352.91	0.00	129,715.11
29	7/25/12	4,232.69	3,890.03	342.66	125,825.08	342.66	0.00	125,825.08
30	8/25/12	4,232.69	3,900.30	332.39	121,924.78	332.39	0.00	121,924.78
31	9/25/12	4,232.69	3,910.61	322.08	118,014.17	322.08	0.00	118,014.17
32	10/25/12	4,232.69	3,920.94	311.75	114,093.23	311.75	0.00	114,093.23
33	11/25/12	4,232.69	3,931.30	301.40	110,161.94	301.40	0.00	110,161.94

Info Analysis Payment Amortization Report

Customer: Clay County MS
 Q - ID: 029 1454 029 002
 Q - Entered Date: 2/4/10
 Interest Rate: 3.1700% (Monthly)

Per	Date	Payment	Principal	Interest	Principal Balance	Accrued Interest	Accrued Int Bal	Net Balance
34	12/25/12	4,232.69	3,941.68	291.01	106,220.26	291.01	0.00	106,220.26
	2012	50,792.30	46,620.73	4,171.57		4,171.57		
35	1/25/13	4,232.69	3,952.09	280.60	102,268.17	280.60	0.00	102,268.17
36	2/25/13	4,232.69	3,962.53	270.16	98,305.63	270.16	0.00	98,305.63
37	3/25/13	4,232.69	3,973.00	259.69	94,332.63	259.69	0.00	94,332.63
38	4/25/13	4,232.69	3,983.50	249.20	90,349.14	249.20	0.00	90,349.14
39	5/25/13	4,232.69	3,994.02	238.67	86,355.12	238.67	0.00	86,355.12
40	6/25/13	4,232.69	4,004.57	228.12	82,350.55	228.12	0.00	82,350.55
41	7/25/13	4,232.69	4,015.15	217.54	78,335.40	217.54	0.00	78,335.40
42	8/25/13	4,232.69	4,025.76	206.94	74,309.64	206.94	0.00	74,309.64
43	9/25/13	4,232.69	4,036.39	196.30	70,273.25	196.30	0.00	70,273.25
44	10/25/13	4,232.69	4,047.05	185.64	66,226.20	185.64	0.00	66,226.20
45	11/25/13	4,232.69	4,057.74	174.95	62,168.46	174.95	0.00	62,168.46
	12/25/13	4,232.69	4,068.46	164.23	58,099.99	164.23	0.00	58,099.99
	2013	50,792.30	48,120.27	2,672.03		2,672.03		
47	1/25/14	4,232.69	4,079.21	153.48	54,020.78	153.48	0.00	54,020.78
48	2/25/14	4,232.69	4,089.99	142.70	49,930.80	142.70	0.00	49,930.80
49	3/25/14	4,232.69	4,100.79	131.90	45,830.01	131.90	0.00	45,830.01
50	4/25/14	4,232.69	4,111.62	121.07	41,718.38	121.07	0.00	41,718.38
51	5/25/14	4,232.69	4,122.49	110.21	37,595.90	110.21	0.00	37,595.90
52	6/25/14	4,232.69	4,133.38	99.32	33,462.52	99.32	0.00	33,462.52
53	7/25/14	4,232.69	4,144.29	88.40	29,318.23	88.40	0.00	29,318.23
54	8/25/14	4,232.69	4,155.24	77.45	25,162.98	77.45	0.00	25,162.98
55	9/25/14	4,232.69	4,166.22	66.47	20,996.76	66.47	0.00	20,996.76
56	10/25/14	4,232.69	4,177.22	55.47	16,819.54	55.47	0.00	16,819.54
57	11/25/14	4,232.69	4,188.26	44.43	12,631.28	44.43	0.00	12,631.28
58	12/25/14	4,232.69	4,199.32	33.37	8,431.96	33.37	0.00	8,431.96
	2014	50,792.30	49,668.04	1,124.26		1,124.26		
59	1/25/15	4,232.69	4,210.42	22.27	4,221.54	22.27	0.00	4,221.54
60	2/25/15	4,232.69	4,221.54	11.15	0.00	11.15	0.00	0.00
	2015	8,465.38	8,431.96	33.43		33.43		
	Totals	253,961.48	234,571.75	19,389.73		19,389.73		

EQUIPMENT ACCEPTANCE NOTICE

TO BancorpSouth Equipment Finance a division of BancorpSouth Bank

RE Equipment Lease-Purchase Agreement dated as of June 10, 2004

Clay County Mississippi (the 'Lessee'), acting by and through the Board of Supervisors, the Governing Body of the Lessee, hereby acknowledge receipt in good condition and working order of the equipment (the 'Equipment') as listed on Exhibit "C-1" attached hereto and made a part hereof and further described in the invoices attached hereto and made a part hereof The Equipment is subject to the Equipment Lease-Purchase Agreement dated as of June 10 2004 between Lessor and Lessee Lessee certifies to Lessor that the Lessee has inspected the Equipment and that the Equipment is acceptable and approves supplier's(s') invoices for the Equipment and requests that Lessor make payment of such invoices

Lessee further acknowledges that it selected the Equipment so received LESSEE AGREES THAT LESSOR MADE NO REPRESENTATIONS AND WARRANTIES WHATEVER DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY CONDITION QUALITY OR OTHERWISE OF SUCH EQUIPMENT LESSEE SPECIFICALLY WAIVES ALL RIGHT TO MAKE ANY CLAIM AGAINST LESSOR ITS ASSIGNS FOR BREACH OF ANY WARRANTY, OR TO INTERPOSE OR ASSERT ANY SUCH DEFENSE COUNTERCLAIM OR SETOFF

LESSEE

Clay County Mississippi

By *[Signature]*
Title *Clerk of the Board of Supervisors*
Date *2/25/10*

EXHIBIT C-1

Clay County Mississippi

Master Lease Number 7073

Schedule Number 06

911 EQUIPMENT

Please indicate who funds are to be released to

 Customer (if customer is to be paid please send copy of check where vendor has been paid)

Vendor

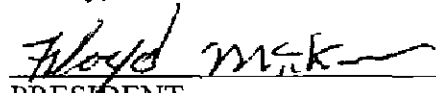
NO _____

IN THE MATTER OF PUBLISHING A NOTICE FOR BIDS FOR THE OVERLAY
AND PAVING OF THE ARTEX BUILDING PARKING LOT AND STREET

There came on this day for consideration the matter of publishing a notice for bids for the overlay and paving of the Artex Building parking lot and street

After motion by Mr Davis and second by Mr Horton this Board doth vote unanimously to have the Clerk to advertise in the Daily Times Leader the attached notice for bids marked as exhibit A

SO ORDERED this the 25th day of February, 2010



PRESIDENT

ADVERTISEMENT FOR BIDS

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

Separate sealed BIDS for overlay of Industrial Access and Staging Area will be received by the Board of Supervisors of Clay County, at Clay County Courthouse located at 205 Court Street, West Point MS until 10 00 a m on April 5, 2010, then at said Clay County Courthouse publicly opened, and read aloud

The CONTRACT DOCUMENTS may be examined at the following locations

Calvert-Spradling Engineers, Inc
301 Highway 45 North Alternate, Suite 5
Post Office Drawer 1078
West Point, Mississippi 39773

OR

The Clay County Board of Supervisors
205 Court Street
West Point, MS 39773

Copies of the CONTRACT DOCUMENTS may be obtained at the office of Calvert-Spradling Engineers Inc , P O Drawer 1078, West Point, MS, 39773 upon payment of \$120 00 for each set, (non-refundable)

The Owner reserves the right to waive any informalities or to reject any and all bids

Each bidder must deposit with his bid, security in the amount, form and subject to the conditions provided in the Information for Bidders

No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof

Date February 25, 2010

/s/ Floyd McKee
(President)

Publish February 26, 2010
March 5 2010

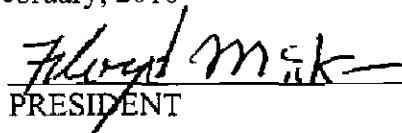
NO _____

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THIS BOARD TO
EXECUTE A CONTRACT WITH CALVERT SPRADLING ENGINEERS FOR
PROFESSIONAL SERVICES RELATING TO THE ARTEX BUILDING PARKING
LOT PROJECT

There came on this day for consideration the matter of authorizing the President of this Board to execute a contract with Calvert Spradling Engineers for professional services relating to the Artex Building parking lot project

After motion by Mr Davis and second by Mr Horton this Board doth vote unanimously to authorize the President to execute the attached Engineers joint contract document marked as exhibit A Said contract is hereby approved and will be for the overlay of the Artex building parking lot and access road

SO ORDERED this the 25th day of February, 2010



PRESIDENT

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

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES
FUNDING AGENCY EDITION**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

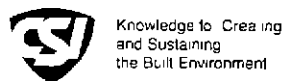
This document has been approved and endorsed by

The Associated General Contractors of America



and the

Construction Specification Institute



This document has been accepted by the
United States Department of Agriculture
Rural Utilities Services Water and Waste Programs

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STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (Effective Date) between

_____ Clay County Board of Supervisors _____ (Owner) and

_____ Calvert-Spradling Engineers, Inc _____ (Engineer')

Owner intends to Overlay to an industrial access road and staging area

_____ CSE# 209100 _____ (Project)

Financial assistance for this Project is expected to be provided by _____ SMLPC _____ (Agency)
a governmental entity. Nothing herein creates any contractual relationship between Agency and Engineer

Owner and Engineer agree as follows

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B

B. Owner shall pay Engineer as set forth in Exhibit C

C. Owner shall be responsible for and Engineer may rely upon the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

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ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

A Engineer shall begin rendering services as of the Effective Date of the Agreement

3.02 *Time for Completion*

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A *Preparation and Submittal of Invoices* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C and in a manner acceptable to Owner. Engineer shall submit its invoices to Owner no more than once per month. Invoices are due and payable within 30 days of receipt

4.02 *Payments*

- A *Application to Interest and Principal* Payment will be credited first to any interest owed to Engineer and then to principal
- B *Failure to Pay* If Owner fails to make any payment due Engineer for services and expenses within 60 days after receipt of Engineer's invoice and funds are available for the Project then
- 1 amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said sixtieth day and
 - 2 Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension
- C *Disputed Invoices* If Owner contests an invoice, Owner may withhold only that portion so contested and must pay the undisputed portion
- D *Legislative Actions* If after the Effective Date of the Agreement any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be

applied. Owner shall pay such invoiced new taxes, fees, and charges, such payment shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner wishes greater assurance as to probable Construction Cost, Owner shall employ an independent cost estimator as provided in Exhibit B.

5.02 *Designing to Construction Cost Limit*

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

B. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation, except to the extent such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner. The retention of such Consultants shall not reduce the Engineer's obligations to Owner under this Agreement.

D. Subject to the standard of care set forth in Paragraph 6.01 A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Engineer and Owner shall comply with applicable Laws and Regulations. Engineer shall comply with Owner-mandated standards that Owner has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and compensation.

- F Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G The General Conditions for any construction contract documents prepared hereunder are to be the Standard General Conditions of the Construction Contract Funding Agency Edition, as prepared by the Engineers Joint Contract Documents Committee (No. C 710, 2002 Edition) unless both parties mutually agree to use other General Conditions by specific reference in Exhibit I.
- H Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- I Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J Engineer shall not be responsible for the acts or omissions of any Contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work, or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.
- K All Contract Documents and Applications for Payment shall be subject to Agency concurrence.

6.02 *Design without Construction Phase Services*

- A If Engineer's Basic Services under this Agreement do not include Project observation or review of the Contractor's performance or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the Bidding or Negotiating Phase; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Owner assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Owner waives any claims against the Engineer that may be connected in any way thereto.

6.03 *Use of Documents*

- A All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- C Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.

- D When transferring documents in electronic media format the transferring party makes no representations as to long term compatibility usability or readability of documents resulting from the use of software application packages operating systems or computer hardware differing from those used by the documents creator
- E Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner Engineer grants Owner a license to use the Documents on the Project extensions of the Project and other projects of Owner subject to the following limitations (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project or on any other project without written verification or adaptation by Engineer (2) any such use or reuse or any modification of the Documents without written verification completion or adaptation by Engineer as appropriate for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants (3) Owner shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims damages losses and expenses including attorneys fees arising out of or resulting from any use reuse or modification without written verification completion or adaptation by Engineer and (4) such limited license to Owner shall not create any rights in third parties
- F If Engineer at Owner's request verifies or adapts the Documents for extensions of the Project or for any other project then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer

6.04 *Insurance*

- A Engineer shall procure and maintain insurance as set forth in Exhibit G Insurance Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer
- B Owner shall procure and maintain insurance as set forth in Exhibit G Insurance Owner shall cause Engineer and Engineer's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by Owner which are applicable to the Project
- C Owner shall require Contractor to purchase and maintain general liability and other insurance in accordance with the requirements of paragraph 5.04 of the Standard General Conditions of the Construction Contract Funding Agency Edition (No. C-710 2002 Edition) as prepared by the Engineers Joint Contract Documents Committee and to cause Engineer and Engineer's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project
- D Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement
- E All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and Engineer's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants or any insureds or additional insureds thereunder
- F At any time Owner may request that Engineer or its Consultants at Owner's sole expense provide additional insurance coverage increased limits or revised deductibles that are more protective than those specified in Exhibit G If so requested by Owner and if commercially available Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage different limits or revised deductibles for such periods of time as requested by Owner and Exhibit G will be supplemented to incorporate these requirements

6.05 *Suspension and Termination*

A *Suspension*

- 1 By Owner Owner may suspend the Project upon seven days written notice to Engineer

2. By Engineer. If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement.
- B. *Termination*. The obligation to provide further services under this Agreement may be terminated:
1. For cause:
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control;
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under paragraph 6.05 B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience:
 - a. By Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination*. The terminating party under paragraph 6.05 B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination*
1. In the event of any termination under paragraph 6.05, Engineer will be entitled to invoice Owner and to receive payment for all acceptable services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in paragraph 6.05 D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.
- E. *Delivery of Project Materials to Owner*. Prior to the effective date of termination, the Engineer will deliver to Owner copies of all completed Documents and other Project materials for which Owner has compensated Engineer. Owner's use of any such Documents or Project materials shall be subject to the terms of Paragraph 6.03.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state in which the Project is located, its conflict of laws provisions excepted.

6.07 *Successors, Assigns and Beneficiaries*

- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.07 B, the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet or transfer any rights under or interest (including but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by Owner or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this paragraph 6.07 C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under paragraph 6.08 A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge, no Constituents of Concern other than those disclosed in writing to Engineer exist at the Site.
- C. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

- D It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern or if investigative or remedial action or other professional services are necessary with respect to disclosed or undisclosed Constituents of Concern then Engineer may at its option and without liability for consequential or any other damages suspend performance of services on the portion of the Project affected thereby until Owner (1) retains appropriate specialist consultant(s) or contractor(s) to identify and as appropriate abate remediate or remove the Constituents of Concern and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion or both or (2) terminating this Agreement for cause on 30 days notice.
- F Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an arranger operator generator or transporter of hazardous substances, as defined in the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) as amended which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A *Indemnification by Engineer* To the fullest extent permitted by law Engineer shall indemnify and hold harmless Owner and Owner's officers directors partners agents consultants and employees from and against any and all claims costs losses and damages (including but not limited to all fees and charges of engineers architects attorneys and other professionals and all court arbitration or other dispute resolution costs) arising out of or relating to the Project provided that any such claim cost loss or damage is attributable to bodily injury sickness disease or death or to damage to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers directors partners employees or Consultants.
- B *Indemnification by Owner* To the fullest extent permitted by law Owner shall indemnify and hold harmless Engineer Engineer's officers directors partners agents employees and Consultants from and against any and all claims costs losses and damages (including but not limited to all fees and charges of engineers architects attorneys and other professionals and all court arbitration or other dispute resolution costs) arising out of or relating to the Project provided that any such claim cost loss or damage is attributable to bodily injury sickness disease or death or to damage to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Owner or Owner's officers directors partners agents consultants or employees or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
- C *Environmental Indemnification* In addition to the indemnity provided under paragraph 6.10 B of this Agreement and to the fullest extent permitted by law Owner shall indemnify and hold harmless Engineer and its officers directors partners agents employees and Consultants from and against any and all claims costs losses and damages (including but not limited to all fees and charges of engineers architects attorneys and other professionals and all court arbitration or other dispute resolution costs) caused by arising out of relating to or resulting from a Constituent of Concern at on or under the Site provided that (1) any such claim cost loss or damage is attributable to bodily injury sickness disease or death or to damage to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D *Percentage Share of Negligence* To the fullest extent permitted by law a party's total liability to the other party and anyone claiming by through or under the other party for any cost loss or damage caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual

shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer and all other negligent entities and individuals

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

6.11 *Miscellaneous Provisions*

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above or in the Exhibits, in the following provisions, or in the Standard General Conditions of the Construction Contract, Funding Agency Edition, prepared by the Engineers Joint Contract Documents Committee (No. C-710, 2002 Edition):
 - 1 *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 2, of this Agreement.
 - 2 *Agency* – The Federal or state agency named on page 1 of this Agreement.
 - 3 *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Exhibit A, Part 1, of this Agreement.
 - 4 *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land, rights of way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance, counseling, or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

- 5 *Constituent of Concern* – Any substance product waste or other material of any nature whatsoever (including but not limited to Asbestos Petroleum Radioactive Material and PCBs) which is or becomes listed regulated or addressed pursuant to [a] the Comprehensive Environmental Response Compensation and Liability Act 42 U.S.C. §§9601 et seq. (CERCLA) [b] the Hazardous Materials Transportation Act 49 U.S.C. §§1801 et seq. [c] the Resource Conservation and Recovery Act 42 U.S.C. §§6901 et seq. (RCRA) [d] the Toxic Substances Control Act 15 U.S.C. §§2601 et seq. [e] the Clean Water Act 33 U.S.C. §§1251 et seq. [f] the Clean Air Act 42 U.S.C. §§7401 et seq. and [g] any other federal state or local statute law rule regulation ordinance resolution code order or decree regulating relating to or imposing liability or standards of conduct concerning any hazardous toxic or dangerous waste substance or material
- 6 *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates consultants subcontractors or vendors
- 7 *Documents* – Data reports Drawings Specifications Record Drawings and other deliverables whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement
- 8 *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope extent, and character of the Work to be performed by Contractor Shop Drawings are not Drawings as so defined
- 9 *Effective Date of the Agreement* – The date indicated in this Agreement on which it becomes effective. If no such date is indicated it means the date on which Agency concurs with the Agreement
- 10 *Laws and Regulations Laws or Regulations* – Any and all applicable laws rules regulations ordinances codes and orders of any and all governmental bodies agencies authorities and courts having jurisdiction
- 11 *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project
- 12 *Resident Project Representative* – The authorized representative of Engineer if any assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative if any are as set forth in Exhibit D
- 13 *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials equipment systems standards and workmanship as applied to the Work and certain administrative details applicable thereto
- 14 *Total Project Costs* – The sum of the Construction Cost allowances for contingencies and the total costs of services of Engineer or other design professionals and consultants together with such other Project related costs that Owner furnishes for inclusion including but not limited to cost of land rights of way compensation for damages to properties Owner's costs for legal accounting insurance counseling and auditing services interest and financing charges incurred in connection with the Project and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*

- A Exhibit A Engineer's Services consisting of 9 pages
- B Exhibit B Owner's Responsibilities consisting of 3 pages

- C Exhibit C Payments to Engineer for Services and Reimbursable Expenses consisting of 2 pages
- D Exhibit D Duties Responsibilities and Limitations of Authority of Resident Project Representative consisting of 4 pages
- E Exhibit E Notice of Acceptability of Work consisting of NA pages
- F Exhibit F Construction Cost Limit consisting of NA pages
- G Exhibit G Insurance consisting of NA pages
- H Exhibit H Dispute Resolution consisting of NA pages
- I Exhibit I Special Provisions consisting of NA pages
- J Exhibit J Amendment to Standard Form of Agreement consisting of NA pages

8.02 *Total Agreement*

- A This Agreement (consisting of pages 1 to 29) inclusive together with the exhibits identified above) constitutes the entire agreement between Owner and Project and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, or modified by a duly executed written instrument based on the format of Exhibit J to this Agreement.

8.03 *Designated Representatives*

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

8.04 *Federal Requirements*

- A *Agency Commitment* Signature of a duly authorized representative of Agency in the space provided on the signature page hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements.
- B *Audit and Access to Records* For all negotiated contracts and negotiated modifications (except those of \$10,000 or less), Owner, Agency, the Comptroller General, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.
- C *Restrictions on Lobbying* Engineer and each Consultant shall comply with Restrictions on Lobbying (Public Law 101-121, Section 319) as supplemented by applicable Agency regulations. This Law applies to the recipients of contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$100,000 or a Federal grant that exceeds \$100,000. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. 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, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC 1352. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

D *Suspension and Debarment* Engineer certifies by signing this Agreement that neither it nor its principals are presently debarred suspended proposed for debarment declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency Engineer will not contract with any Consultant for this project if it or its principals is presently debarred suspended proposed for debarment declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency Necessary certification forms shall be provided by the Owner

IN WITNESS WHEREOF the parties hereto have executed this Agreement

Owner

Clay County Board of Supervisors

By Floyd McKee

Title Floyd McKee President

Date Signed 2/25/10

Address for giving notices

P O Box 815

West Point

MS 39773

Designated Representative (see paragraph 8.03.A)

Floyd McKee

Title President

Phone Number 662 494 3124

Facsimile Number _____

E Mail Address _____

AGENCY CONCURRENCE

Agency _____

By (Signature) _____

Typed Name _____

Title _____

Date _____

Engineer

Calvert Spradling Engineers Inc

By Robert L Calvert

Title Robert L Calvert President

Date Signed _____

Engineer License or Certificate No

Robert L Calvert P E #4499

State of MS

Address for giving notices

P O Drawer 1078

West Point

MS 39773

Designated Representative (see paragraph 8.03.A)

John C Freeman

Title P E

Phone Number 662 494 7101

Facsimile Number 662 494 8549

E Mail Address johncfreeman@bellsouth.net

This is **EXHIBIT A** consisting of 9 pages referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____

Owner's Consultant's Services

PART 1 – BASIC SERVICES

Article 1 of the Agreement is amended and supplemented to include the following agreement of the parties. Engineer shall provide Basic and Additional Services as set forth below.

A 1.01 Study and Report Phase

A. Engineer shall

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.
2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.
4. Identify and evaluate all reasonable alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which, in Engineer's judgment, meet Owner's requirements for the Project.
5. In accordance with Agency guidance, prepare a preliminary engineering report (the Report) which will, as appropriate, contain schematic layouts, sketches, operation and maintenance costs, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution, Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost, proposed allowances for contingencies, the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants, and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.
6. Perform or provide the following additional Study and Report Phase tasks or deliverables:
 - a. Environment Report in accordance with Agency requirements.
 - b. Provide engineering information for applications and supporting documents for private or governmental grants, loans, or advances in connection with the Project.
 - c. Prepare feasibility studies and preliminary ranges of rate schedules if required for the Project.
7. Furnish review copies of the Report and any other deliverables to Owner and Agency within 90 calendar days of authorization to begin services and review it with Owner.
8. Revise the Report and any other deliverables in response to Owner's and Agency's comments, as appropriate, and furnish copies of the revised Report and any other deliverables to the Owner and Agency within 60 calendar days of receipt of all such comments.

- B Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to and accepted by Owner and Agency as appropriate

A 1.02 *Preliminary Design Phase*

- A After acceptance by Owner and Agency of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall
- 1 Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project
 - 2 Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners
 - 3 Provide to Owner three copies of maps showing the general location of required construction easements and permanent easements and the land to be acquired
 - 4 Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services
 - 5 Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs
 - 6 Perform or provide the following additional Preliminary Design Phase tasks or deliverables: []
 - 7 Furnish review copies of the Preliminary Design Phase documents and any other deliverables to Owner (and Agency, if required) within 60 calendar days of authorization to proceed with this phase, and review them with Owner
 - 8 Revise the Preliminary Design Phase documents and any other deliverables in response to comments from Owner (and Agency) as appropriate, and furnish to Owner (and Agency) copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 60 calendar days after receipt of all such comments
- B Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner (and Agency, if required)

A 1 03 *Final Design Phase*

- A After acceptance by Owner (and by Agency if required) of the Preliminary Design Phase documents revised opinion of probable Construction Cost as determined in the Preliminary Design Phase and any other deliverables subject to any Owner directed modifications or changes in the scope extent character or design requirements of or for the Project and upon written authorization from Owner Engineer shall
- 1 Prepare final Drawings and Specifications indicating the scope extent and character of the Work to be performed and furnished by Contractor If appropriate Specifications shall conform to the 16 division format of the Construction Specifications Institute
 - 2 Provide technical criteria written descriptions and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project assist Owner in consultations with such authorities and revise the Drawings and Specifications in response to directives from such authorities
 - 3 Advise Owner of any adjustments to the opinion of probable Construction Cost and any adjustments to Total Project Costs known to Engineer
 - 4 Perform or provide the following additional Final Design Phase tasks or deliverables
 - 5 Prepare and furnish Bidding Documents for review by the Owner its legal counsel its other advisors regulatory agencies and Agency within 90 calendar days of authorization to proceed with this phase and assist Owner in the preparation of other related documents Bidding documents will comply with Agency's requirements in effect as of the date of Owner authorizing work in this phase
 - 6 Revise the Bidding Documents in accordance with comments and instructions from the Owner and Agency as appropriate and submit final copies of the Bidding Documents a revised opinion of probable Construction Cost and any other deliverables to Owner and Agency within 60 calendar days after receipt of all such comments and instructions
- B Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by paragraph A 1 03 A 6 have been delivered to and accepted by Owner and Agency
- C In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast tracking) Owner and Engineer shall prior to commencement of the Final Design Phase develop a schedule for performance of Engineer's services during the Final Design Bidding or Negotiating Construction and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently
- D The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one If more prime contracts are awarded Engineer shall be entitled to an equitable increase in its compensation under this Agreement

A 1 04 *Bidding or Negotiating Phase*

- A After acceptance by Owner and Agency of the Bidding Documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed Engineer shall
- 1 Assist Owner in advertising for and obtaining bids or proposals for the Work and where applicable maintain a record of prospective bidders to whom Bidding Documents have been issued attend pre-Bid conferences if any and receive and process contractor deposits or charges for the Bidding Documents

- 2 Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents
 - 3 Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors
 - 4 Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents
 - 5 Determine the acceptability of substitute materials and equipment proposed when substitution is necessary because the specified item is incompatible with the Project or fails to comply with applicable codes
 - 6 Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables
 - 7 Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work
- B The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement)

A 1.05 *Construction Phase*

- A Upon successful completion of the Bidding and Negotiating Phase and upon written authorization from Owner, Engineer shall
- 1 *General Administration of Construction Contract* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions, except as otherwise provided in writing.
 - 2 *Resident Project Representative (RPR)* Unless otherwise notified in writing by Owner, Engineer shall provide the services of Resident Project Representative (RPR) at the Site to assist Engineer and to provide more continuous observations of such work on a full-time basis, unless part-time services are expressly approved by Agency and this Agreement is amended accordingly. Engineer will, prior to the pre-construction conference, submit a resume of the RPR's qualifications for approval by Owner and Agency. The duties, responsibilities, and limitations of authority of the RPR are as set forth in Exhibit D. The furnishing of such Resident Project Representative service will not limit, extend, or modify Engineer's responsibilities or authority, except as expressly set forth in Exhibit D.
 - 3 *Selecting Independent Testing Laboratory* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, paragraph B.2.01.0.
 - 4 *Pre-Construction Conference* Participate in a Pre-Construction Conference prior to commencement of Work at the Site. If RPR services are provided by Engineer, ensure RPR attends Pre-Construction Conference.
 - 5 *Schedules* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
 - 6 *Baselines and Benchmarks* As appropriate, establish baselines and benchmarks for locating the Work, which in Engineer's judgment are necessary to enable Contractor to proceed.

- 7 *Visits to Site and Observation of Construction* In connection with observations of Contractor's Work while it is in progress
- a Make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary but at least monthly to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents and Engineer shall keep Owner informed of the progress of the Work.
 - b The purpose of Engineer's visits to and representation by the Resident Project Representative if any at the Site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase and in addition by the exercise of Engineer's efforts as an experienced and qualified design professional to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not during such visits or as a result of such observations of Contractor's Work in progress supervise, direct, or have control over Contractor's Work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor for security or safety on the Site for safety precautions and programs incident to Contractor's Work nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- 8 *Defective Work* Recommend to Owner that Contractor's Work be rejected while it is in progress if on the basis of Engineer's observations Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- 9 *Clarifications and Interpretations Field Orders* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- 10 *Change Orders and Work Change Directives* Recommend Change Orders and Work Change Directives to Owner as appropriate and prepare Change Orders and Work Change Directives as required.
- 11 *Shop Drawings and Samples* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
- 12 *Substitutes and or equal* Evaluate and determine the acceptability of substitute or or-equal materials and equipment proposed by Contractor but subject to the provisions of paragraph A 2.01 A 2.3 of this Exhibit A.

- 13 *Inspections and Tests* Require such special inspections or tests of Contractor's work as deemed reasonably necessary and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
- 14 *Disagreements between Owner and Contractor* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- 15 *Applications for Payment* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner based on such observations and review, that to the best of Engineer's knowledge, information, and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation) and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents.)
 - b By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
- 16 *Contractor's Completion Documents* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates, or other evidence of insurance required by the Contract Documents, certificates of inspection, tests, and approvals, Shop Drawings, Samples, and other data approved as provided under paragraph A 1.05 A 11, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in paragraph A 1.05 A 11.
- 17 *Substantial Completion* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner, the Agency's representative, and Contractor, conduct a pre-final

inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner, Agency, and Contractor.

18 *Record Drawings* Prepare and furnish to Owner a set of reproducible Project Record Drawings showing appropriate record information based on Record Drawing information from Contractor and Project documentation received from RPR.

19 *Additional Tasks* Perform or provide the following additional Construction Phase tasks or deliverables:

20 *Final Notice of Acceptability of the Work* In company with Owner's and Agency's representative, conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend in writing final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the Notice of Acceptability of Work) that the Work is acceptable (subject to the provisions of paragraph A 1 05 A 15 b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

B *Duration of Construction Phase* The Construction Phase will commence with the execution of the first construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in paragraph A 1 03 C, Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services are required after the original date for final completion of the Work as set forth in the construction Contract.

C *Limitation of Responsibilities* Engineer shall not be responsible for the acts or omissions of any Contractor or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A 1 06 *Post Construction Phase*

A Upon written authorization from Owner, Engineer during the Post-Construction Phase shall:

- 1 Provide assistance in connection with the adjusting of Project equipment and systems.
- 2 Assist Owner in training Owner's staff to operate and maintain Project equipment and systems.
- 3 Assist Owner in developing procedures for control of the operation and maintenance of and record keeping for Project equipment and systems.
- 4 Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
- 5 Perform or provide the following additional Post-Construction Phase tasks or deliverables: N/A
- 6 In company with Owner or Owner's representative, provide an inspection of the Project within one month before the end of the Correction Period for Contractor's Work to ascertain whether any portion of the Work is subject to correction.

B The Engineer shall provide a total of 16 hours of assistance and necessary reimbursable expenses in providing services during the Post-Construction Phase.

- C The Post Construction Phase services may commence during the Construction Phase and if not otherwise modified in this Exhibit A will terminate at the end of the Construction Contract's Correction Period

PART 2 – ADDITIONAL SERVICES

A 2.01 Additional Services Requiring Owner's Advance Written Authorization and Agency's Concurrence

- A If authorized in writing by Owner with Agency concurrence, Engineer shall furnish or obtain from others Additional Services of the types listed below:
- 1 Preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project (which are not part of Basic Services)
 - 2 Services to make measured drawings of or to investigate existing conditions or facilities; or to verify the accuracy of drawings or other information furnished by Owner or others
 - 3 Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements, including but not limited to changes in size, complexity, Owner's schedule, character of construction, or method of financing, and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Engineer's control. Redesign to reduce Project costs to within the funds available as stated in Exhibit F shall not be considered Additional Services
 - 4 Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in paragraph A 1.01 A.4
 - 5 Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer
 - 6 Providing renderings or models for Owner's use
 - 7 Undertaking investigations and studies, including but not limited to detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow, and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing; and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner
 - 8 Furnishing services of Engineer's Consultants for other than Basic Services
 - 9 Services attributable to more prime construction contracts than specified in paragraph A 1.03 C
 - 10 Services (which are not part of Basic Services) during out-of-town travel required of Engineer other than for visits to the Site or Owner's office
 - 11 Preparing for, coordinating with, participating in, and responding to structured independent review processes, including but not limited to construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner, and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes
 - 12 Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof

- 13 Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents
- 14 Assistance in connection with Bid protests rebidding or renegotiating contracts for construction materials equipment or services except when such assistance is required by Exhibit F Rebidding or renegotiating contracts to reduce the contract costs to funds available as stated in Exhibit F shall not be considered Additional Services
- 15 Providing construction surveys and staking to enable Contractor to perform its work other than as required under paragraph A 1 05 A 6 and any type of property surveys or related engineering services needed for the transfer of interests in real property and providing other special field surveys
- 16 Providing Construction Phase services beyond the Contract Times set forth in Exhibit C
- 17 Providing assistance in responding to the presence of any Constituent of Concern at the Site in compliance with current Laws and Regulations
- 18 Preparation of operation and maintenance manuals
- 19 Preparing to serve or serving as a consultant or witness for Owner in any litigation arbitration or other dispute resolution process related to the Project
- 20 Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner
- 21 Other services performed or furnished by Engineer not otherwise provided for in this Agreement
- 22 Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner so as to make compensation commensurate with the extent of the Additional Services rendered
- 23 Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than or-equal items and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions
- 24 Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (2) the presence at the Site of any Constituent of Concern (3) Work damaged by fire or other cause during construction (4) a significant amount of defective neglected or delayed work by Contractor (5) acceleration of the progress schedule involving services beyond normal working hours or (6) default by Contractor
- 25 Services (other than Basic Services during the Post Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion
- 26 Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work

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

Owner's Responsibilities

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

- B 1 01 In addition to other responsibilities of Owner as set forth in this Agreement Owner shall at its expense
- A Provide Engineer with all criteria and full information as to Owner's requirements for the Project including design objectives and constraints space capacity and performance requirements flexibility and expandability and any budgetary limitations and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications and furnish copies of Owner's standard forms conditions and related documents for Engineer to include in the Bidding Documents when applicable
 - B Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs or investigation at or adjacent to the Site
 - C Following Engineer's assessment of initially available Project information and data and upon Engineer's request furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services Such additional information or data would generally include the following
 - 1 Property descriptions
 - 2 Zoning deed and other land use restrictions
 - 3 Property boundary easement right of way and other special surveys or data including establishing relevant reference points
 - 4 Explorations and tests of subsurface conditions at or contiguous to the Site drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site or hydrographic surveys with appropriate professional interpretation thereof
 - 5 Environmental assessments audits investigations and impact statements and other relevant environmental or cultural studies as to the Project the Site and adjacent areas if not part of Engineer's services
 - 6 Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto
 - D Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern or of any other development that affects the scope or time of performance of Engineer's services or any defect or nonconformance in Engineer's services the Work or in the performance of any Contractor
 - E Furnish as appropriate other services or authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required
 - F Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement

- G Examine all alternate solutions studies reports sketches Drawings Specifications proposals and other documents presented by Engineer (including obtaining advice of an attorney insurance counselor and other advisor or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto
- H Provide reviews approvals and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews approvals and consents from others as may be necessary for completion of each phase of the Project
- I Provide as required for the Project
 - 1 Accounting bond and financial advisor independent cost estimating and insurance counseling services
 - 2 Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises or Engineer reasonably requests
 - 3 Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid
 - 4 Placement and payment for advertisement for Bids in appropriate publications
- J Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project including but not limited to cost estimating project peer review value engineering and constructability review
- K Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including but not limited to accounting bond and financial independent cost estimating insurance counseling and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs
- L If Resident Project Representative services are not to be provided pursuant to paragraph A 1 0> A 2 or otherwise provide a qualified representative to observe the progress and quality of the Work
- M If Owner designates a construction manager or an individual or entity other than or in addition to Engineer to represent Owner at the Site define and set forth as an attachment to this Exhibit B the duties responsibilities and limitations of authority of such other party and the relation thereof to the duties responsibilities and authority of Engineer
- N Attend the pre bid conference bid opening pre construction conferences construction progress and other job related meetings and Substantial Completion and final payment inspections
- O Provide the services of an independent testing laboratory to perform all inspections tests and approvals of Samples materials and equipment required by the Contract Documents or to evaluate the performance of materials equipment and facilities of Owner prior to their incorporation into the Work with appropriate professional interpretation thereof
- P Provide inspection or monitoring services by an individual or entity other than Engineer (and disclose the identity of such individual or entity to Engineer) as Owner determines necessary to verify
 - 1 that Contractor is complying with any Laws or Regulations applicable to Contractor's performing and furnishing the Work or
 - 2 that Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety

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- Q Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to paragraphs B 2 01 O and P
- R Perform or provide the following additional services

This is **EXHIBIT C** consisting of 2 pages referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____

Payments to Engineer for Services and Reimbursable Expenses

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

ARTICLE 2 – OWNER S RESPONSIBILITIES

C 2 01 Compensation for Basic Services (other than Resident Project Representative Services) – Lump Sum Method of Payment

- A Owner shall pay Engineer for Basic Services set forth in Exhibit A except for services of Engineer s Resident Project Representative if any as follows
- 1 For services performed or furnished under paragraph A 1 01 the Lump Sum amount of N/A after the Study and Report Phase Services are considered complete as defined in Exhibit A
 - 2 For services performed or furnished under paragraphs A 1 02 through A 1 06 (excluding the services of the Resident Project Representative) the Lump Sum amount of seven thousand five hundred & no/100 dollars (\$7 500)
 - 3 The Lump Sum compensation for services performed or furnished under paragraphs A 1 02 through A 1 06 shall be payable as follows
 - a A sum which equals 30 percent of the Lump Sum compensation payable under paragraph C 2 01 A 2 above after the Preliminary Design Phase documents are revised and submitted to Owner (and Agency if required)
 - b A sum which together with the compensation provided under paragraph C 2 01 A 3 a equals 50 percent of the Lump Sum compensation payable under paragraph C 2 01 A 2 after the Final Design Phase documents are completed and submitted to Owner and Agency
 - c A sum which together with the compensation provided under paragraph C 2 01 A 3 a and b equals 70 percent of the Lump Sum compensation payable under paragraph C 2 01 A 2 after Final Design Phase services are considered complete as defined in Exhibit A
 - d A sum which together with the compensation provided in paragraphs C 2 01 A 3 a b and c equals 80 percent of the Lump Sum compensation payable under paragraph C 2 01 A 2 after Bidding or Negotiating Phase services are considered complete as defined in Exhibit A
 - e A sum equal to 10 percent of the Lump Sum compensation payable under paragraph C 2 01 A 2 will be paid for general engineering review of the Contractor s Work during the construction period on percentage ratios identical to those approved by the Engineer as a basis upon which to make partial payments to the Contractor(s) Payments will be made on a monthly basis However payment under this paragraph will be in an amount such that the aggregate of the sums paid to the Engineer under paragraphs C 2 01 A 3 a through C 2 01 A 3 e will equal 95 percent of the Lump Sum amount stipulated in paragraph C 2 01 A 2
 - f A final payment which together with the compensation provided in paragraphs C 2 01 A 3 a through C 2 01 A 3 e equals 100 percent of the Lump Sum compensation payable under paragraph C 2 01 A 2 shall be made when it is determined that all services required under paragraphs A 1 02 through A 1 05

have been completed. Such payment includes payment for Post Construction Phase services under paragraph A 1 06. Engineer remains responsible to Owner for the technical adequacy and completeness of such services.

4. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
- B. **Period of Service.** The compensation amount stipulated in paragraph C 2 01 A 2 is conditioned on a period of service not exceeding 6 months. Should such period of service be extended, the compensation amount for Engineer's services shall be appropriately adjusted.
- C. The ENGINEER shall provide survey services as required for this project. Fees for said services shall be lump sum and shall not exceed \$N/A for this project. Invoice will be submitted when survey is 100% complete.
- D. The ENGINEER shall provide an environmental assessment survey as required. The ENGINEER shall be compensated a lump sum fee of \$N/A for said services. The environmental assessment will be invoiced by the ENGINEER when 100% complete.

C 2 02 Compensation for Resident Project Representative Services – Lump Sum Method of Payment

- E. Owner shall pay Engineer for Resident Project Representative Services as follows:
 1. **Resident Project Representative Services.** For services of Engineer's Resident Project Representative, if any, under paragraph A 1 07 of Exhibit A, the Lump Sum amount of \$NA. The Lump Sum includes compensation for the Resident Project Representative's services, and for the services of any direct assistants to the Resident Project Representative. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses related to the Resident Project Representative's Services.
 2. The total compensation for Resident Project Representative services is predicated on the Contract Times not exceeding 120 days and such compensation shall not be exceeded without written approval of Owner and concurrence of Agency.
 3. Payment for Resident Project Representative Services shall be on a monthly basis prorated according to the percent complete of construction.
 4. Contract period is expected to be 4 months for construction. In the event the construction period exceeds 4 months and the project representative days have exceeded 12 days, the additional resident project inspection fee will be invoiced at \$45/hour to the OWNER. Such compensation shall not be invoiced without prior written approval of OWNER and concurrence of AGENCY.

This is **EXHIBIT D** consisting of 4

pages referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____

Duties, Responsibilities and Limitations of Authority of Resident Project Representative

Paragraph 1.01 A of the Agreement is amended and supplemented to include the following agreement of the parties

D 1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative (RPR) assistants and other field staff to assist Engineer in observing progress and quality of the Work. The RPR assistants and other field staff under this Exhibit D shall provide full time representation unless representation to a lesser degree is approved by Agency.
- B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However Engineer shall not during such visits or as a result of such observations of Contractor's work in progress supervise direct or have control over the Contractor's work nor shall Engineer have authority over or responsibility for the means methods techniques sequences or procedures selected or used by Contractor for security or safety at the Site for safety precautions and programs incident to the Contractor's work in progress for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work or responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition the specific terms set forth in section A 1.05 of Exhibit A of the Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General* RPR is Engineer's agent at the Site will act as directed by and under the supervision of Engineer and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor keeping Owner advised as necessary. RPR dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.
 - 2. *Schedules* Review the progress schedule schedule of Shop Drawing and Sample submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 - 3. *Conferences and Meetings* Attend meetings with Contractor such as preconstruction conferences progress meetings job conferences and other project-related meetings and prepare and circulate copies of minutes thereof.
 - 4. *Liaison*
 - a. Serve as Engineer's liaison with Contractor working principally through Contractor's superintendent assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on Site operations.

- c Assist in obtaining from Owner additional details or information when required for proper execution of the Work
- 5 *Interpretation of Contract Documents* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer
- 6 *Shop Drawings and Samples*
- a Record date of receipt of Samples and approved Shop Drawings
 - b Receive Samples which are furnished at the Site by Contractor and notify Engineer of availability of Samples for examination
 - c Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer
- 7 *Modifications* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions together with RPR's recommendations to Engineer. Transmit to Contractor in writing decisions as issued by Engineer
- 8 *Review of Work and Rejection of Defective Work*
- a Conduct on Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents
 - b Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents or has been damaged or does not meet the requirements of any inspection test or approval required to be made and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation or requires special testing inspection or approval
- 9 *Inspections Tests and System Startups*
- a Consult with Engineer in advance of scheduled major inspections tests and systems startups of important phases of the Work
 - b Verify that tests equipment and systems start up and operating and maintenance training are conducted in the presence of appropriate Owner's personnel and that Contractor maintains adequate records thereof
 - c Observe record and report to Engineer appropriate details relative to the test procedures and systems start ups
 - d Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project record the results of these inspections and report to Engineer
- 10 *Records*
- a Maintain at the Site orderly files for correspondence reports of job conferences reproductions of original Contract Documents including all Change Orders Field Orders Work Change Directives Addenda additional Drawings issued subsequent to the execution of the Contract Engineer's clarifications and interpretations of the Contract Documents progress reports Shop Drawing and Sample submittals received from and delivered to Contractor and other Project related documents

- b Prepare a daily report or keep a diary or log book recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures, and send copies to Engineer.
 - c Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
 - d Maintain records for use in preparing Project documentation.
 - e Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
- 11 *Reports*
- a Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
 - d Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
- 12 *Payment Requests* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 13 *Certificates, Operation and Maintenance Manuals* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
- 14 *Completion*
- a Participate in a Substantial Completion (pre-final) inspection and assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
 - b Observe Contractor arranged inspections required by Laws and Regulations applicable to the Work, including but not limited to those performed by public agencies having jurisdiction over the Work.
 - c Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
 - c Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D Resident Project Representative shall not

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

Local System Bridge Program Project No LSBP-13(12)

Clay County

ORDER OF Clay COUNTY BOARD OF SUPERVISORS AWARDED CONTRACT AND ESTABLISHING PROJECT FUND FOR THE ABOVE NUMBERED PROJECT

WHEREAS, said Board has on this the 25th day of February, 20 10 received and opened bids on said project, and

WHEREAS, We, the Board of Supervisors of Clay County Mississippi, having advertised for bids on the above numbered project and proof of publication of said advertisement having been filed with the Clerk of the Board of Supervisors in the manner and form required by statute, and

WHEREAS the lowest regular bid was submitted by Ausbern Construction Co., Inc of Okolona, MS in the amount of \$ 142,206 15

NOW, THEREFORE IT IS HEREBY ORDERED by the Board of Supervisors of Clay County that the contract be awarded to Ausbern Construction Co., Inc subject to approval of the State Aid Engineer and that the President of the Board be and he is hereby authorized to execute the contract with the Contractor after a satisfactory performance bond has been furnished

IT IS FURTHER ORDERED that the project fund in the amount of \$ 149,300 00 (including 5% contingencies) and an additional amount limited to 12% of contract construction cost to cover engineering services of \$ 17,100 00 be established. If applicable an additional amount of \$ 0 00 for right of way acquisition and an additional amount of \$ 0 00 for utility relocation is hereby ordered. The order transfers a total of \$ 166,400 00 LSBP funds from Clay County's LSBP fund to a project fund and earmarked for this project. The State Aid Engineer is hereby authorized to take such action as necessary to effectuate this transfer. In case of unexpected overruns in costs which would increase the cost of the project beyond the amount of the project fund established herein, the State Aid Engineer is further authorized to transfer additional funds limited to 10% of the construction costs, to the project fund as are needed to pay such overruns in final construction costs

IT IS FURTHER ORDERED that the President of the Board is hereby authorized to execute Supplemental Agreements to the original contract which do not increase the cost of the project in excess of the project fund authorized herein. It is also ordered that the State Aid Engineer be furnished a certified copy of this order

Floyd Mick
President, Board of Supervisors

Clay County

This is to certify that the foregoing is a true and correct copy of an order passed by the Board of Supervisors of Clay County, Mississippi entered upon the minutes of said Board of Supervisors, Minute Book No _____, Page No _____, same having been adopted at a meeting of said Board of Supervisors on the 25th day of February, 20 10

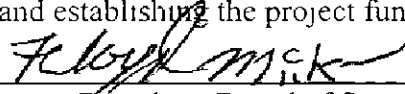
James A. Rob
Clerk of Board of Supervisors

Clay County

ORDER OF BOARD OF SUPERVISORS OF Clay COUNTY
REQUESTING "ADVANCE CREDITS" IN LSBP FUNDS TO BE USED
ON PROJECT NO LSBP - 13(12), Clay COUNTY


WHEREAS the Board of Supervisors of Clay County, Mississippi, desires that "advance credits" of such LSBP funds, in the estimated amount of \$ 149,300.00, be approved for use on Project No LSBP -13(12), Clay County Mississippi and

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Clay County, Mississippi, that the State Aid Engineer be and he is hereby requested to approve "advance credits" for this project, in the estimated amount requested above, and to specifically earmark same for this project. In the event the low bid for this project is in excess of the estimated amount requested above, the State Aid Engineer is authorized and requested to approve additional "advance credits" for this project with such funds limited to the amount of LSBP funds set out in the order of the Board awarding the contract and establishing the project fund for this project



President Board of Supervisors
Clay County, Mississippi

This is to certify that the foregoing is a true and correct copy of an Order passed by the Board of Supervisors of Clay County, Mississippi, entered into the Minutes of said Board of Supervisors, Minute Book No _____, Page No _____, same having been adopted at a meeting of said Board of Supervisors on the 25th day of February, 2010,



Clerk of Board of Supervisors
Clay County Mississippi

**The State of Mississippi
CLAY COUNTY**

AFFIDAVIT OF PUBLICATION

Before me in and for said county this day personally came the undersigned representative of the Daily Times Leader a newspaper published in the City of West Point of said county and state who being duly sworn deposeth and says that the publication of a certain notice a true copy of which is hereto affixed has been made for _____ weeks consecutively, to wit

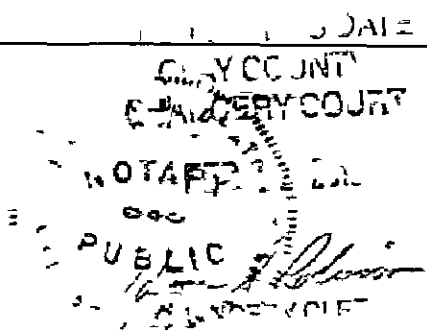
Dated 1-26, 2010
 Dated 2-2, 2010
 Dated _____, 20____
 Dated _____, 20____
 Dated _____, 20____

Said representative further certifies that the several numbers of the newspaper containing the above mentioned notice have been produced and compared with the copy affixed, and that the publication thereof has been correctly made

WITNESS MY HAND AND SEAL OF OFFICE this the

10 day of February A D 2010
 By Y. Marc B. Deane
 Notary Public

SEAL



DAILY TIMES LEADER

By Natasha Watson
 Publisher Clerk
 Editor Printer

Publication Fee \$ 111.10
 Proof(s) Of Publication \$ 3.00
 Total Charges \$ 114.10

AFFIDAVIT# 17131

- (FM) 852,000 CY BORROW EXCAVATION (F.M.E.) (CONTRACTOR FURNISHED) (CLASS 9) 121,000 CY GRANULAR MATERIAL (LVM) (CLASS GROUP B) 530,000 CY
- CLASS "B" STRUCTURAL CONCRETE MINOR STRUCTURES 0.740 CY
- REINFORCING STEEL, 80,000 LB
- 18" REINFORCED CONCRETE PIPE, CLASS II 100,000 LF
- 18" BRANCH CONNECTION THUR WINGWALL, 1,000, EA
- RIGHT-OF-WAY MARKERS (TYPE II) 12,000 EA
- MAINTENANCE OF TRAFFIC LUMP SUM LS
- ADDITIONAL CONSTRUCTION SIGNS 0.000 SF
- EROSION CONTROL ITEMS
- AGRICULTURAL LIMESTONE 1,360 TON
- COMMERCIAL FERTILIZER (13-13-13) 0.680 TON
- SEEDING 0.680 AC
- VEGETATIVE MATERIALS FOR MULCH 2.640 TON
- SOLID SOODING, 20,000 SY
- TEMPORARY SILT FENCE, 200,000 LF
- TEMPORARY EROSION CHECKS 20,000 BL
- LOOSE RIPRAP 200 LB
- 240,000 TON
- BOX BRIDGE ITEMS
- BOX BRIDGE CONCRETE CLASS "BB" 212,090 CY
- REINFORCEMENT 22,541,000 LB

percent (5%) of the total bid made payable to Clay County and the State of Mississippi must accompany each proposal. Bidders are hereby notified that any proposal accompanied by letters qualifying in any manner the condition under which the proposal is tendered will be considered an irregular bid and such proposal will not be considered in making the award.

Date: January 7 2010
 As: Shelton Deanes, President
 Clay County Board of Supervisors

Published January 26 2010
 February 2, 2010

NOTICE TO CONTRACTORS

OFFICE OF STATE AID ROAD CONSTRUCTION
 MISSISSIPPI DEPARTMENT OF TRANSPORTATION
 AND
 CLAY COUNTY BOARD OF SUPERVISORS

SECTION 900

NOTICE TO CONTRACTORS

Sealed bids will be received by the Board of Supervisors of Clay County Mississippi at the Clay County Courthouse West Point, Mississippi until 10:00 am on the 25th day of February 2010 and shortly thereafter publicly opened for the construction of 0.084 miles of BOX BRIDGE REPLACEMENT AND APPROACHES on the RUTH CLETT ROAD being known as Project No. LSBP 13 (12) in Clay County Mississippi.

PRINCIPAL ITEMS OF WORK ARE APPROXIMATELY AS FOLLOWS

- ITEM QUANTITY UNIT
- ROADWAY ITEMS
- MOBILIZATION LUMP SUM LS
- CLEARING AND GRUBBING LUMP SUM LS
- REMOVAL OF BRIDGE @ STA 12+80 1,000 UN
- UNCLASSIFIED EXCAVATION

CONTRACT TIME 75 Working Days

BASIS OF AWARD

The award, if made will be made to the lowest qualified bidder on the basis of published quantities.

The Board of Supervisors hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race color or national origin in consideration for an award.

PLANS AND SPECIFICATIONS are on file in the Office of the Chancery Clerk of Clay County the LSBP Engineer's office and the Office of the State Aid Engineer 412 Woodrow Wilson Avenue Jackson Mississippi. This project shall be constructed in accordance with the latest edition of the Mississippi Standard Specifications for State Aid Road and Bridge Construction.

PLANS AND PROPOSALS may be secured from Robert L. Calvert, LSBP Engineer for Clay County Mississippi P.O. Drawer 1078 West Point. The Cost is fifty dollars (\$50.00) for plans and fifty dollars (\$50.00) for the proposal non-refundable. Certified check or bid bond for five

176,000 182,000
~~146,000~~
135,000
~~135,000~~
139,000
90,000

BID SHEET

Clay County Board of Supervisors – Box Bridge and Approaches
Project No LSBP-13(12)

February 25, 2010 10 00 A M
CSE # 208166

CONTRACTOR

BASE BID

N L Carson Construction License No 03462-MC	\$ _____
• Ellis Construction License No 03804-MC	\$ 157,436.²⁵ 157,450 ²⁵
• Phillips Contracting Co License No 00229-MC	\$ 147,953.²⁵ 147,953 ²⁵
• J J Ferguson License No 04491-SC	\$ 179,147.⁵²
• Prairie Construction License No 11768-MC	\$ 157,283.⁴³
• Ausbern Construction License No 08212-MC	\$ 142,256.¹⁵ #142,206 ¹⁵
Riverside Traffic Systems License No 07122-SC	\$ _____
McBride Co , LLC License No 16206-MC	\$ _____
Giexco LLC License No 17013-MC	\$ _____
• Gregorv Construction License No 16271-MC	\$ 188,730.²⁸ 189,631 ⁹²
Tri-County Construction License No 12061-MC	\$ _____

IN THE MATTER OF A PERMIT APPLICATION FOR A UTILITY EASEMENT

There came on this day for consideration the matter of a permit application for a utility easement.

This Board doth vote unanimously to approve the attached permit application of AT & T @ Beasley Road, which has been approved by the County Engineer Robert Calvert.

SO ORDERED, this the 25th day of February, 2010

Floyd McK...
PRESIDENT

PERMIT APPLICATION FOR USE AND OCCUPANCY AGREEMENT FOR
THE CONSTRUCTION OR ADJUSTMENT OF A UTILITY
WITHIN ROAD OR HIGHWAY RIGHT-OF-WAY

FACILITY ALONG OR ACROSS Beasley Rd COUNTY ROAD

PROJECT NO _____ COUNTY OF _____

UTILITY NAME AT&T BY Mrg OSP Plng & Dsgn (Company Title)

ADDRESS 1002 Main St, Columbus, MS 39701 herein called APPLICANT, Proposes to construct telecommunications Utility Facility Along or across Beasley Rd (Name of Road) County road said facility to be installed between Sta _____ and Sta _____ of Project No _____ and within road or highway right-of-way and hereby makes application to the County for the construction permit Attached hereto are drawings or plans for the construction which will not be changed or altered without approval of the Board of Supervisors or its authorized representative

WHEREAS the legislature of Mississippi has heretofore granted to the Applicant the right to locate its facilities upon, across under, over and along public highways and streets within the State of Mississippi, Applicant agrees to comply with the applicable provisions of S O P No SAD II-2-8, Policy for the Accommodation of Utility Facilities within the Rights-of-Way of County Federal Aid and State Aid Highways (hereinafter referred to as the "Policy") promulgated by the State Aid Engineer and dated January 1 1983, and which is hereby made a part of this Application Agreement, and agrees to perform the construction according to the applicable industry code and according to the plans and specification for the Project

The Applicant shall be responsible for future maintenance and repair of the facilities The Applicant shall make future adjustment in, or relocate the facilities located within road or highway right-of way when required for highway widening or other highway construction, and its right to reimbursement of its costs if any shall be in accordance with State law in effect at the time such adjustment or relocation is made Further any maintenance repair or construction shall be done in such a manner as to occasion no unreasonable interference with the normal flow and safety of traffic

401

-- 1 --

(Rev 6-14-90)

FORM-SAD ROW -U2

A general description of the size, type, nature, and extent of the Utility work to be done is as follows

Place approximately 1150 buried copper cable beginning at the pedestal at the Northeast side of the intersection of Beasley Rd and Jimmie Lee Smith Rd running South to an existing pedestal

The Applicant understands and agrees that, except as herein granted no right title, claim, or easement to said road right-of-way is granted by the issuance of this permit and that if this Utility Facility is not place within the allowable horizontal and vertical limits as listed in the general provisions of the Policy it will be adjusted to comply with same without cost to the County, unless the variance from the Policy has been approved by the granting of the Permit pursuant to this application

The Applicant further understands that the Utility s engineering plant, or other personnel will be responsible for the staking and construction supervision of the work set out above and as shown on the attached plans

Clav County agrees to the following stipulations

- (1) To cooperate with the Utility Company in every way to avoid conflicts in the location construction and maintenance of the County Highway and Utility Facility
- (2) To pursue any and all legal means to see that Policy Standards except to the extent of any variance shown on the plans filed herewith and approved are complied with in the facility installation
- (3) If the County Engineer or other authorized representative of the Board of Supervisors approved the drawings sketches and plans submitted by the Applicant he shall so indicate by signing and dating the Permit Approval at the end of this Application and the Applicant may proceed with the installation if the drawings sketches and plans are not approved he shall promptly notify the Applicant and advise it of the reason or reasons He will also act as the duly appointed representative of the Board of Supervisors and will give his approval to the completed work as being in compliance with the location and standards shown in the Policy and in this Agreement for the installation
- (4) That all joint highway construction and utility adjustment or relocation operations will comply with the requirements of Section S 105 06 and Section S 107 18 Mississippi Standard Specifications for State Aid Road and Bridge Construction 1989 edition (or current edition)
- (5) Should any term or provision of this Applicant Agreement conflict with the law of the State of Mississippi the Mississippi Constitution or the United States Constitution or impair or deny to the Applicant or the County any right protected thereby it shall be deemed amended to conform to said law or Constitution

405

WITNESS the signature of the Applicant this the 16th day of February, 2010

By Kayla L Scott
Title Mgr OSP Ping & Dsgn

AGREED TO AND APPROVED BY

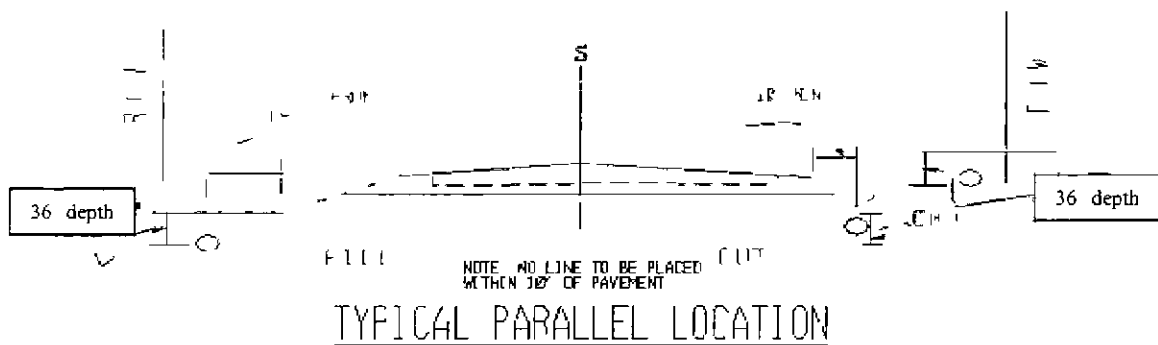
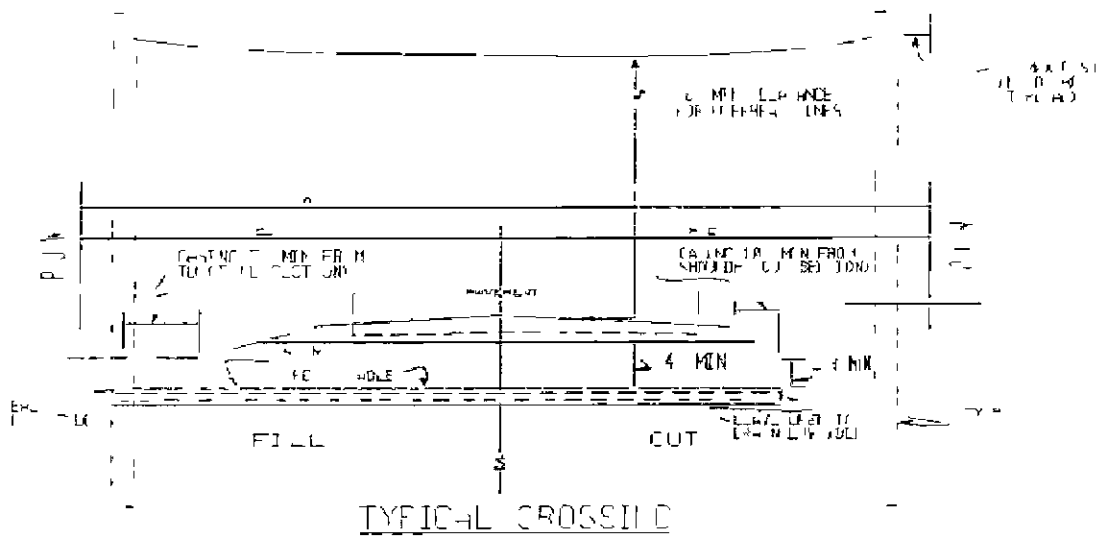
Clay COUNTY

BOARD OF SUPERVISORS

By Robert L. Abbott
County Engineer

2 (25 / 10)
(month) (day) (year)

BY ORDER OF THE BOARD OF SUPERVISORS Dated the 25th Day of February
19/20 10, of Clay County Mississippi The permit for the
installation or adjustment of the utility applied for above is granted



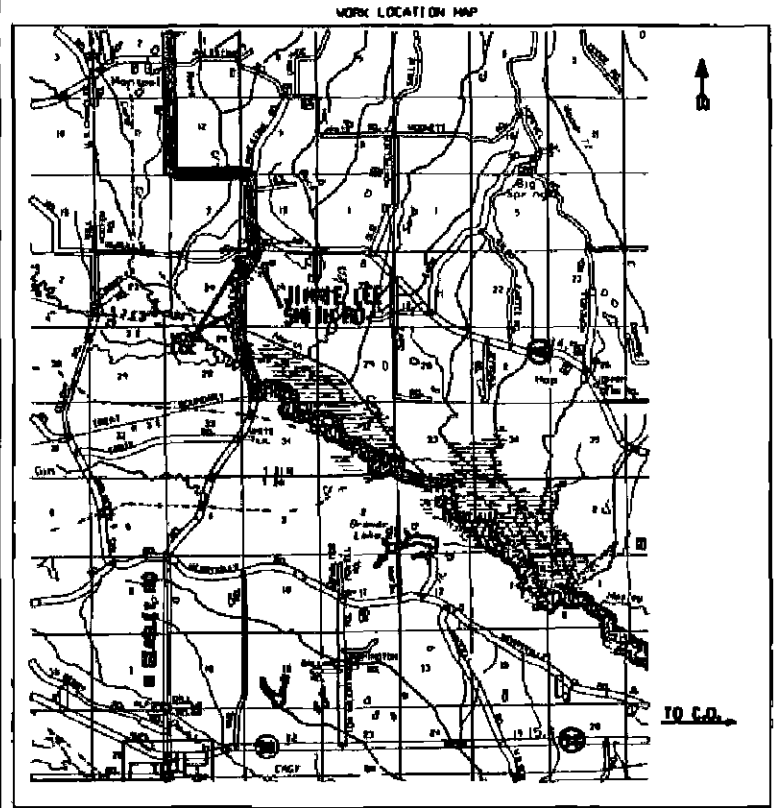
UTILITY COMPANY WILL BE RESPONSIBLE FOR THE FOLLOWING

- 1 Maintaining traffic during installation
- 2 Properly signaling traffic during installation
- 3 Damage inflicted on motorist and vehicles during installation
- 4 Returning area back to its normal condition or better and doing so as soon as possible
- 5 Notify supervisor of district of actual installation time
- 6 Jacking will be accomplished as follows All pipe will be pushed or jacked under roads
- 7 All casing will be accomplished by dry boring

407

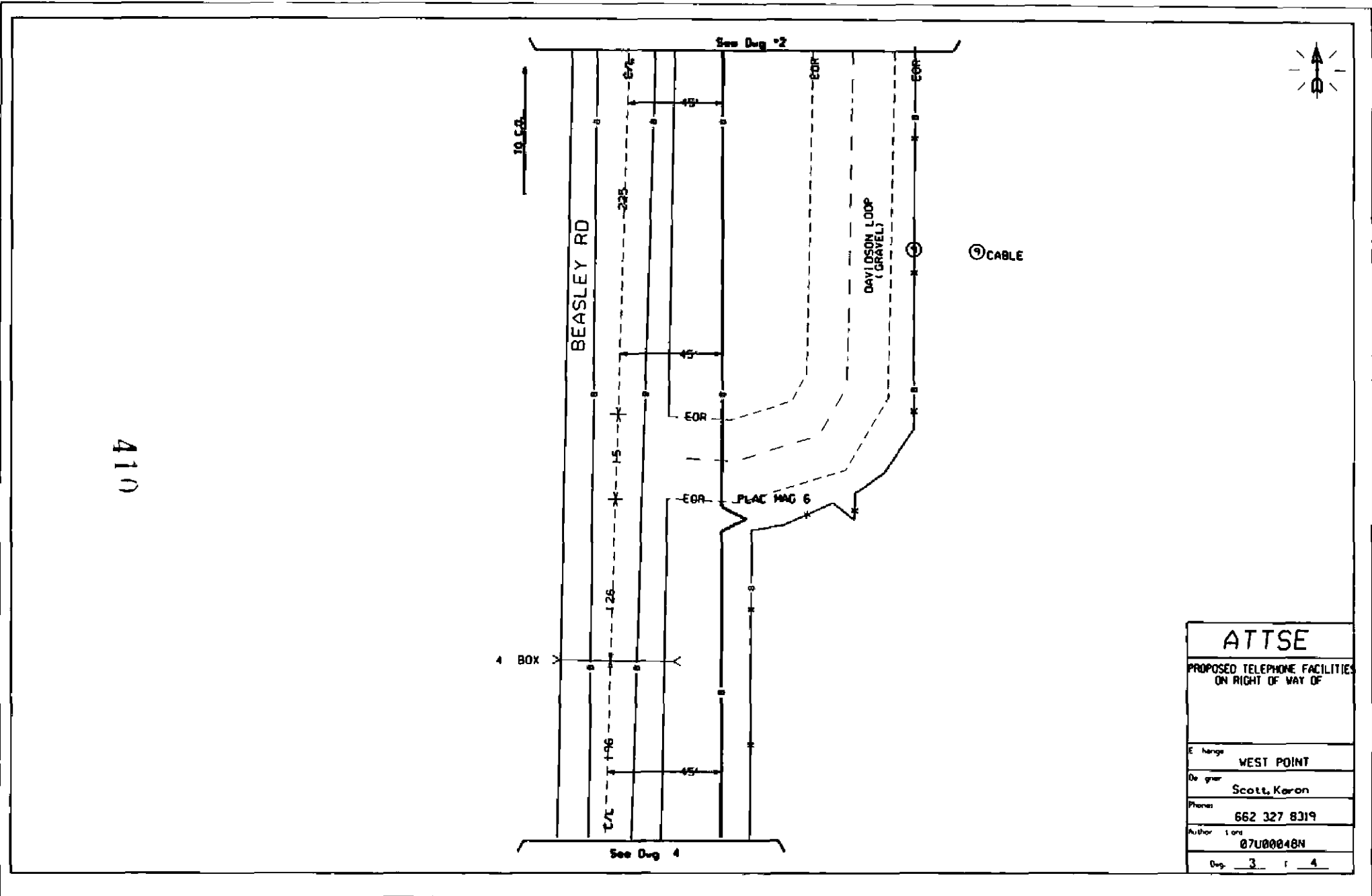
408

CAUTION →
 High Voltage Joint Use
 _____ KV Phase to Phase
72 KV Phase to Ground
 Power Company: **4 COUNTY E.P.A.**
 Company Contact: **IVY DAVENPORT**
 Contact Phone: **662 494 1313**



SYMBOL LEGEND		
Proposed	Existing	Description
—	—	AERIAL CABLE
—○—	—○—	BURIED CABLE
—BJ—	—BJ—	BUR JOINT TRENCH
○	○	BST POLE
*	*	POWER POLE
Y	Y	ANCHOR & GUY
←PB	←PB	PUSH BRACE
△	△	ENCLOSURE
□	□	ENCLOSURE
□	□	MANHOLE
—	—	PIPE/CONDUIT
CA MKR	CA MKR	CABLE MARKER
~	~	AERIAL SVC WIRE
-○-	-○-	BURIED SVC WIRE
-BJ-	-BJ-	JOINT TRENCH SVC
- - -	N/A	BORE
▨	N/A	CUT PAYMENT
□	N/A	SPLICING PIT
200'(24')	N/A	TRENCH LENGTH

ATTSE	
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF	
Engineer	WEST POINT
Designer	Scott Karon
Phone	662 327 8319
Author	07U0004BN
Dwg.	1 4

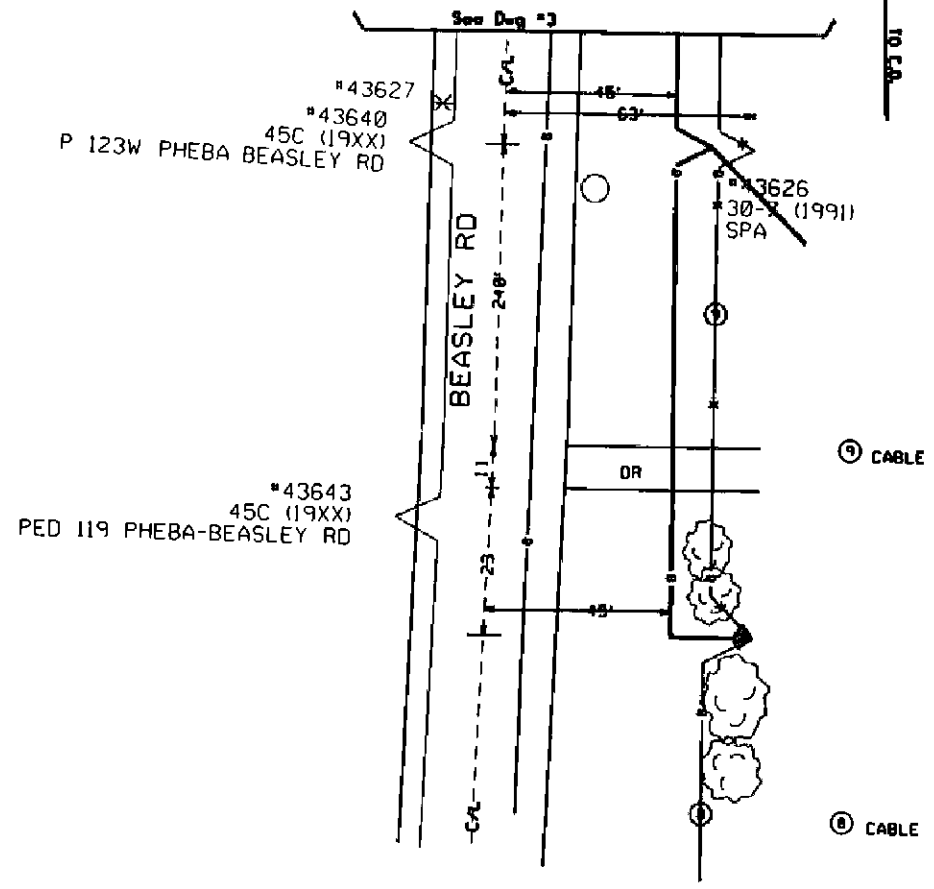


410

ATTSE	
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF	
Exchange	WEST POINT
Designer	Scott, Karon
Phone	662 327 8319
Author	07U00048N
Dwg.	3 of 4



411



ATTSE	
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF	
Exchange	WEST POINT
Des. gnr.	Scott, Karan
Phone#	662 327 8319
Author. L. no.	07U00048N
Dwg.	4 of 4

NO _____

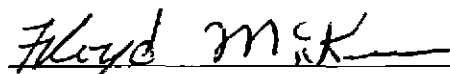
IN THE MATTER OF AUTHORIZING JUDGE THOMAS HAMPTON TO TRAVEL
TO A JUDICIAL COLLEGE SPRING SEMINAR

There came on this day for consideration the matter of authorizing Judge Thomas Hampton to travel to a Judicial College Spring Seminar

It appears that the Judicial College is sponsoring a conference April 7-10, 2010 in Choctaw, Mississippi and that all costs will be paid by the judicial college

After motion by Mr Horton and second by Mr Davis this Board doth vote unanimously to authorize travel for Judge Thomas Hampton to attend the Judicial College seminar April 7-10, 2010

SO ORDERED this the 25th day of February, 2010



PRESIDENT

IN THE MATTER OF Buck Creek
A STREAM IN CLAY COUNTY, MISSISSIPPI

Supervisor R.B. Davis offered and moved the adoption of the following resolution,

RESOLUTION

WHEREAS, there is an urgent need for clearing debris and drifts from the above named stream located in Section/s 20, 29, 30, Township 10.S, Range 4 E in Clay County, Mississippi, and

WHEREAS, without immediate attention taken toward this problem, considerable damage to property may result, and

WHEREAS, Clay County, Mississippi, is without sufficient resources with which to perform such tasks

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Clay County, Mississippi, that the Board hereby requests the Tombigbee River Valley Water Management District to perform the above stated tasks in Clay County, Mississippi as is within their means to do so

Supervisor Mr. Deanes seconded by motions and with all members present and voting "aye", the President declared the motion carried and resolution adopted

ORDERED, this the 25th day of February 2010

Floyd M. Kirk
PRESIDENT

IN THE MATTER OF Hog Pen Creek at Baker Road
A STREAM IN CLAY COUNTY, MISSISSIPPI

Supervisor W. Deanes offered and moved the adoption of the following resolution,

RESOLUTION

WHEREAS, there is an urgent need for clearing debris and drifts from the above named stream located in Section/s 2021, Township 15 S, Range 5 E in Clay County, Mississippi, and

WHEREAS, without immediate attention taken toward this problem, considerable damage to property may result, and

WHEREAS, Clay County, Mississippi, is without sufficient resources with which to perform such tasks

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Clay County, Mississippi, that the Board hereby requests the Tombigbee River Valley Water Management District to perform the above stated tasks in Clay County, Mississippi as is within their means to do so

Supervisor W. D. S. seconded by motions and with all members present and voting "aye", the President declared the motion carried and resolution adopted

ORDERED, this the 25th day of February 2010

Floyd McK
PRESIDENT

IN THE MATTER OF Sun Creek at Camp Seminole
A STREAM IN CLAY COUNTY, MISSISSIPPI Road

Supervisor Mr. McKee offered and moved the adoption of the following resolution,

RESOLUTION

WHEREAS, there is an urgent need for clearing debris and drifts from the above named stream located in Section/s 29+30, Township 20N, Range 14E in Clay County, Mississippi, and

WHEREAS, without immediate attention taken toward this problem, considerable damage to property may result, and

WHEREAS, Clay County, Mississippi, is without sufficient resources with which to perform such tasks

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Clay County, Mississippi, that the Board hereby requests the Tombigbee River Valley Water Management District to perform the above stated tasks in Clay County, Mississippi as is within their means to do so.

Supervisor Mr. Davis seconded by motions and with all members present and voting "aye", the President declared the motion carried and resolution adopted

ORDERED, this the 25th day of February, 2010
Floyd McKee
PRESIDENT

NO _____

IN THE MATTER OF AUTHORIZING TRAVEL FOR R B DAVIS,
DISTRICT 3 SUPERVISOR

There came on this day for consideration the matter of authorizing travel for R B Davis, District 3 Supervisor

It appears that it would benefit Clay County, Mississippi for Mr Davis to travel to Washington D C on March 1, 2010 with a delegation from the City of West Point and the Growth Alliance to meet with Mississippi's Congressional delegation to benefit Clay County

After motion by Mr Lummus and second by Mr Horton this Board doth vote unanimously to authorize R B Davis to travel to Washington D C on March 1, 2010

SO ORDERED this the 25th day of February, 2010



PRESIDENT

IN THE MATTER OF PAYING THE CLAY COUNTY MISSISSIPPI CONSTABLES
ACCORDING TO SB2860 BASED UPON THEIR GROSS FEE INCOME

There came on this day for consideration the matter of paying the Clay County Mississippi Constables according to SB2860 based upon their gross fee income

It appears to this Board that the attached exhibit A reflects the gross fee income of constables Sherman Ivy and Lewis Stafford for the month of February as submitted by the Justice Court Clerk, and

It appears that the attached exhibit B represents the calculations of estimated contributions due the Public Employees Retirement System for each constable and the net fee income to be paid each constable

After motion by Mr. Horton and second by Mr. Deason this Board doth vote unanimously to have the Chancery Clerk transfer \$5,295 to the payroll clearing account to be remitted to the Public Employees' Retirement System on behalf of the Clay County Constable and to pay Sherman Ivy \$1,501.95 and Lewis Stafford \$2,750.10 as net fee income after Public Employees' Retirement System deduction withheld for the month of February 2010

SO ORDERED, this the 25th day of February 2010

Alvin M. Mink
PRESIDENT

Clay County, Ms
Calculation of Estimated Contributions/Wages For Constables
As of February 20, 2010

Calculation

	Lewis Stafford	Sherman Ivy	
Gross Fee Income *	\$3,090 00	\$1,755 00	(Input)
Minimum Withholding Rate	11%	11%	
Estimated Contributions	<u>\$339 90</u>	<u>\$193 05</u>	
Estimated Contributions	\$339 90	\$193 05	
Divided by PERS EE/ER	19 25%	19 25%	
Estimated Wages To Be Reported To PERS	<u>\$1,765 71</u>	<u>\$1,002 86</u>	
Estimated Wages	\$1,765 71	\$1,002 86	
Multiplied by PERS EE Rate	7 25%	7 25%	
Estimated PERS EE Contributions	<u>\$128 01</u>	<u>\$72 71</u>	
Estimated Wages	\$1,765 71	\$1,002 86	
Multiplied by PERS ER Rate	12 00%	12 00%	
Estimated PERS ER Contributions	<u>\$211 89</u>	<u>\$120 34</u>	

****Summary of Wages and Contributions to be reported to PERS For Constables ****

Estimated Wages	\$1,765 71	\$1,002 86
Estimated PERS EE Contributions	\$128 01	\$72 71
Estimated PERS ER Contributions	<u>\$211 89</u>	<u>\$120 34</u>
Total Estimated Contributions	<u>\$339 90</u>	<u>\$193 05</u>

****Funds to be Paid to Constables****

Gross Fee Income	\$3,090 00	\$1,755 00
Less Total Estimated PERS EE/ER Contril	<u>\$339 90</u>	<u>\$193 05</u>
Net Gross	<u>\$2,750 10</u>	<u>\$1,561 95</u>

Need an order to transfer to Payroll Clearing fund \$ 532 95 to remit with Retirment Contributions

* Gross Fee Income is turned in to comptroller by the Justice Court Deputy

NO _____

IN THE MATTER OF HOULKA CREEK
A STREAM IN CLAY COUNTY, MISSISSIPPI

Supervisor Shelton Deanes offered and moved the adoption of the following resolution,

RESOLUTION

WHEREAS, there is an urgent need for clearing debris and drifts from the above named stream located in Section/s 20, 29, 28, 27 Township 15S, Range 5E in Clay County, Mississippi, and

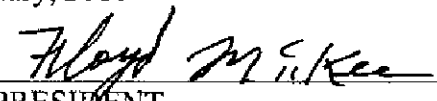
WHEREAS, without immediate attention taken toward this problem, considerable damage to property may result, and

WHEREAS Clay County, Mississippi, is without sufficient resources with which to perform such tasks

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Clay County, Mississippi, that the Board hereby requests the Tombigbee River Valley Water Management District to perform the above stated tasks in Clay County, Mississippi as is within their means to do so

Supervisor R B Davis seconded by motions and with all members present and voting 'aye', the President declared the motion carried and resolution adopted This order amends and supersedes that order adopted January 4, 2010

ORDERED, this the 25th day of February, 2010



PRESIDENT

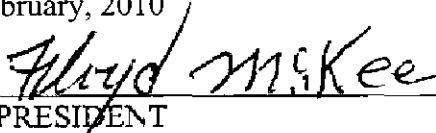
NO _____

IN THE MATTER OF AUTHORIZING THE PRESIDENT TO EXECUTE A
CONTRACT WITH BILL MANN, ARCHITECT FOR THE FISHER-MARINE
BUILDING PROJECT

There came on this day for consideration the matter of authorizing the President to execute a contract with Bill Mann, Architect for the Fisher-Marine building project

After motion by Mr Davis and second by Mr Lummus this Board doth vote unanimously to authorize the President to execute the attached architect's contract marked as exhibit A, and to approve same as it relates to architectural services for the Fisher-Marine building project

SO ORDERED this the 25th day of February, 2010



PRESIDENT

BILL MANN, ARCHITECT

203 East Main Street P O Box 80297
Starkville Mississippi 39759
Phone 662-323-0358 Fax 662-323-8406

February 10, 2010

Clay County Board of Supervisors
P O Box 815
West Point Mississippi 39773

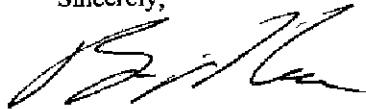
Members of the Board,

Enclosed is the standard form of agreement between owner and architect for renovations to the Clay County Industrial Building Please review and execute if in agreement.

I based the architect s fee on 5% of the amount of funding available (\$600,000 00) This calculates to \$30,000 00 If the awarded contact is lower than \$600 000 00, then the architect's fee will be adjusted to coincide with 5% of the contract amount

Thank you for allowing us to work with you on this project, and we look forward to a successful venture

Sincerely,



Bill Mann NCARB



AIA Document B141

Standard Form of Agreement Between Owner and Architect

1987 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES, CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

AGREEMENT

made this the **TENTH (10)** day of **FEBRUARY** in the year of
Nineteen hundred and **TWO THOUSAND TEN (2010)**

BETWEEN, the Owner
(Name and address)

**CLAY COUNTY BOARD OF SUPERVISORS
P O Box 815
WEST POINT, MISSISSIPPI 39773**

and the Architect
(Name and address)

**BILL MANN, Architect
203 E MAIN STREET
P O Box 80297
STARKVILLE, MISSISSIPPI 39759**

For the following Project

(Include detailed description of Project location address and scope)

**RENOVATIONS OF THE CLAY COUNTY INDUSTRIAL BUILDING,
(OLD FISHER MARINE BUILDING)
HIGHWAY 45 ALT
WEST POINT, MISSISSIPPI**

422

The Owner and Architect agree as set forth below

Copyright 1917, 1926, 1948, 1951, 1955, 1958, 1961, 1963, 1966, 1977, 1979, 1974, 1977, ©1987 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006. Reproduction of the material herein or substantial quotation of its provisions without written permission of the American Institute of Architects is prohibited by the copyright laws of the United States and will be subject to legal prosecution.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S RESPONSIBILITIES

1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

1.1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.1.3 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 1.1.2.1.

ARTICLE 2

SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

2.1.1 The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 2.2.1.

2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

2.2.4 Based on the mutually agreed upon program, schedule and construction budget requirements, the Architect shall prepare for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or other unit costs.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program,

schedule or construction budget, the Architect shall prepare for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

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

2.5 BIDDING OR NEGOTIATION PHASE

2.5.1 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

2.6 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement.

2.6.3 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent shall not be unreasonably withheld.

2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

2.6.5 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work and shall endeavor to guard the Owner against defects and deficiencies in the Work. *(More extensive site representation may be agreed to as an Additional Service as described in Paragraph 3.2.)*

2.6.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors or their agents or employees or of any other persons performing portions of the Work.

2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.8 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect.

2.6.9 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor.

2.6.10 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and the quality of Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon substantial completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or

quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

2.6.12 The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or unless otherwise specifically stated by the Architect of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.1, for the Owner's approval and execution in accordance with the Contract Documents and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

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

2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.6.17 The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.6.18 The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

2.6.19 The Architect's decisions on claims, disputes or other matters, including those in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Subparagraph 2.6.17, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

ARTICLE 3

ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 1.2, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B-152 current as of the date of this Agreement, unless otherwise agreed.

3.2.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making revisions in Drawings, Specifications or other documents when such revisions are:

1. inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
2. required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
3. due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.5.

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals and providing other services in connection with Change Orders and Construction Change Directives.

3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.8 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding, except where the Architect is party thereto.

3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Providing analyses of the Owner's needs and program, including the requirements of the Project.

3.4.2 Providing financial feasibility or other special studies.

3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

3.4.5 Providing services relative to future facilities, systems and equipment.

3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

3.4.10 Providing detailed estimates of Construction Cost.

3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.

3.4.12 Providing analyses of owning and operating costs.

3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

3.4.14 Providing services for planning tenant or rental spaces.

3.4.15 Making investigations, inventories of materials or equipment or valuations and detailed appraisals of existing facilities.

3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked up prints, drawings and other data furnished by the Contractor to the Architect.

3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.

3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 4

OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

4.2 The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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

4.6 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating sub-soil conditions, with reports and appropriate professional recommendations.

4.6.1 The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect.

4.7 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services, the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Paragraphs 4.3 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.10 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.11 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

ARTICLE 5
CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights of way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost, and detailed estimates of Construction Cost, if any, prepared by the Architect represent the Architect's best judgment as a design professional familiar with the construction industry, as recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

1. give written approval of an increase in such fixed limit;
2. authorize rebidding or renegotiating of the Project within a reasonable time.

3. if the Project is abandoned, terminate in accordance with Paragraph 8.3; or
4. cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6
USE OF ARCHITECT'S DRAWINGS,
SPECIFICATIONS AND OTHER DOCUMENTS

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

ARTICLE 7
ARBITRATION

7.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

7.2 Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

7.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement.

except by written consent containing a specific reference to this Agreement signed by the Owner, Architect and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

7.4 The award rendered by the arbitrator or arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 8

TERMINATION, SUSPENSION OR ABANDONMENT

8.1 This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.

8.3 This Agreement may be terminated by the Owner upon not less than seven days written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.

8.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Owner fails to make payment when due, the Architect for services and expenses, the Architect may, upon seven days written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect, within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.7.

8.7 Termination Expenses are in addition to compensation for Basic and Additional Services and include expenses which are directly attributable to termination. Termination Expenses shall be computed as a percentage of the total compensation for Basic Services and Additional Services earned to the time of termination, as follows:

1. Twenty percent of the total compensation for Basic and Additional Services earned to date if termination occurs before or during the pre-design, site analysis, or Schematic Design Phases, or

2. Ten percent of the total compensation for Basic and Additional Services earned to date if termination occurs during the Design Development Phase, or
3. Five percent of the total compensation for Basic and Additional Services earned to date if termination occurs during any subsequent phase.

ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

9.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

9.4 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents.

9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

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

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

9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

9.9 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of

the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

ARTICLE 10

PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

10.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project as identified in the following Clauses:

10.2.1.1 Expense of transportation in connection with the Project, expenses in connection with authorized out-of-town travel, long distance communications, and fees paid for securing approval of authorities having jurisdiction over the Project.

10.2.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents.

10.2.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

10.2.1.4 Expense of renderings, models and mock ups requested by the Owner.

10.2.1.5 Expense of additional insurance coverage or limits including professional liability insurance requested by the Owner in excess of that normally carried by the Architect and Architect's consultants.

10.2.1.6 Expense of computer-aided design and drafting equipment time when used in connection with the Project.

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.3.2 Subsequent payments for Basic Services shall be made monthly and where applicable shall be in proportion to services performed within each phase of service on the basis set forth in Subparagraph 11.2.2.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions in accordance with the schedule set forth in Subparagraph 11.2.2 based on (1) the lowest bona fide bid or negotiated proposal or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

10.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

10.5.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors or on account of the cost of changes in the Work other than those for which the Architect has been found to be liable.

10.6 ARCHITECT'S ACCOUNTING RECORDS

10.6.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 11

BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

11.1 AN INITIAL PAYMENT OF — 0 — Dollars is shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

11.2 BASIC COMPENSATION

11.2.1 FOR BASIC SERVICES as described in Article 2 and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

(Insert basis of compensation including stipulated sums, multiples or percentages and identify phases in which particular methods of compensation apply, if necessary.)

5% (FIVE PERCENT) OF CONSTRUCTION COSTS NOT TO EXCEED
5% OF SIX HUNDRED THOUSAND DOLLARS = \$ 30,000.00,
THIRTY THOUSAND DOLLARS

11.2.2. When the compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable
(Use additional phases as appropriate.)

Schematic Design Phase	percent (15%) =	4,500.00
Design Development Phase	percent (35%)	6,000.00
Construction Documents Phase	percent (75%)	12,000.00
Bidding or Negotiation Phase	percent (80%)	1,500.00
Construction Phase	percent (100%)	6,000.00
<hr/>		
Total Basic Compensation	one hundred percent (100%)	30,000.00

11.3. COMPENSATION FOR ADDITIONAL SERVICES

11.3.1. FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES as described in Paragraph 3.2, compensation shall be computed as follows:

TO BE NEGOTIATED IF ADDITIONAL SERVICES ARE NEEDED

11.3.2. FOR ADDITIONAL SERVICES OF THE ARCHITECT as described in Articles 3 and 12, other than (1) Additional Project Representation as described in Paragraph 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

(Identify specific types of consultants in Article 12, if required.)
(Identify specific types of consultants in Article 12, if required.)

TO BE NEGOTIATED IF ADDITIONAL SERVICES ARE NEEDED

11.3.3. FOR ADDITIONAL SERVICES OF CONSULTANTS including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of (N/A) times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 12, if required.)

11.4. REIMBURSABLE EXPENSES

11.4.1. FOR REIMBURSABLE EXPENSES as described in Paragraph 10.2 and any other items included in Article 12 as Reimbursable Expenses, a multiple of (N/A) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

11.5. ADDITIONAL PROVISIONS

11.5.1. IF THE BASIC SERVICES covered by this Agreement have not been completed within (N/A) months of the date hereof, through no fault of the Architect, extensions of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.

11.5.2. Payments are due and payable (TEN) days from the date of the Architect's invoice. Amounts unpaid (N/A) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of interest agreed upon.)

(Lien laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

1.5.3 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect

ARTICLE 12
OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

TO BE NEGOTIATED IF NEEDED

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

OWNER CLAY COUNTY BOARD OF SUPERVISORS ARCHITECT BILL MANN, ARCHITECT

Floyd Mick

(Signature)

Bill Mann

(Signature)

(Printed name and title)

BILL MANN, NCARB

(Printed name and title) OWNER/ARCHITECT



CAUTION You should sign an original AIA document which has this caution printed in red
An original assures that changes will not be obscured as may occur when documents are reproduced

NO _____

IN THE MATTER OF SPREADING ON THIS BOARD'S MINUTES CERTIFICATES
OF ATTENDANCE FOR THE CIRCUIT CLERK AND CHANCERY CLERK

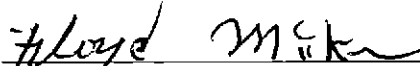
There came on this day for consideration the matter of spreading on this Board's minutes certificates of attendance for the Circuit Clerk and Chancery Clerk

It appears to this Board that Robert D Harrell Jr Circuit Clerk and Harmon A Robinson Chancery Clerk attended required seminars as offered by the Mississippi Judicial College, see attached certificates of attendance, and

It appears that the certificates should be recorded in the minutes of this Board

After motion by Mr Horton and second by Mr Lummus this Board doth vote unanimously to spread on these minutes the certificates of attendance

SO ORDERED this the 25th day of February, 2010



PRESIDENT



Certificate of Attendance

The University of Mississippi Law Center
Awards this Certificate to
Robert "Bob" D. Harrell, Jr.

for having attended the
Circuit Court Clerks Statewide Seminar
January 20-22, 2010 ~ Jackson, Mississippi
February 9, 2010 ~ Video Makeup ~ Mississippi Judicial College

conducted by the
Mississippi Judicial College


Program Manager


Director



Certificate of Attendance

The University of Mississippi Law Center
Awards this Certificate to
Robbie Robinson

for having attended the
Chancery Court Clerks Statewide Seminar
Marriott Jackson ~ Jackson, Mississippi
February 15-17, 2010

conducted by the
Mississippi Judicial College


Program Manager


Director

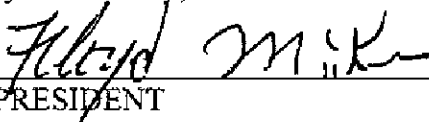
NO _____

IN THE MATTER OF AUTHORIZING THE CHANCERY CLERK TO PUBLISH A
NOTICE FOR BIDS FOR A NEW COURTHOUSE ROOF

There came on this day for consideration the matter of authorizing the Chancery Clerk to publish a notice for bids for a new courthouse roof

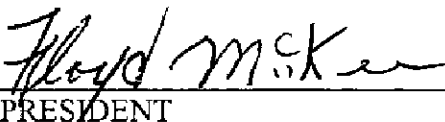
After motion by Mr Deanes and second by Mr Horton this Board doth vote unanimously to authorize the Clerk to cause to be advertised in the Daily Times Leader the attached exhibit A, notice for bids to purchase a new roof for the Clay County Courthouse

SO ORDERED this the 25th day of February, 2010



PRESIDENT

This Board doth adjourn until 9 a m on March 1, 2010



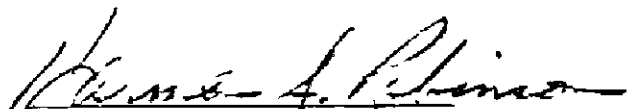
PRESIDENT

Notice For Bids

Sealed bids will be received by the Board of Supervisors of Clay County, Mississippi at 9 A M on March 25, 2010 at the Clay County Courthouse, West Point, Mississippi for the purchase of a new roof for the Clay County Courthouse

Complete specifications may be obtained from the Clay County Purchase Clerk or Chancery Clerk

The Board reserves the right to reject any and all bids and to waive formalities


Clerk of the Board of Supervisors

Publish February 26, 2010
March 5 2010

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Exhibit A

