

**BE IT REMEMBERED** that the Board of Supervisors of Clay County, Mississippi, met at the Courthouse in West Point, Mississippi, on the 5<sup>th</sup> day of March, 2012, at 9 00 a m , and present were Lynn Horton, Luke Lummus, President, R. B Davis, Shelton Deanes, and Floyd McKee Also present were Amy G Berry, Clerk of the Board, Bob Marshall, Board Attorney, and Ramirez Williams, Chief Deputy Sheriff, when and where the following proceedings were as determined to wit,

NO \_\_\_\_\_

**IN THE MATTER OF ADOPTING AND AMENDING THE AGENDA FOR THE  
BOARD OF SUPERVISORS MEETING HELD ON MARCH 5, 2012**

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There came on this day for consideration the matter of adopting and amending the agenda for the Board of Supervisors meeting held on March 5, 2012

It appears to this Board the items listed below need to be added to the agenda for further consideration and discussion

- Amend the mileage reimbursement rate for the County
- Discuss Voting Precinct Rental Policy

After motion by Floyd McKee and second by Shelton Deanes this Board doth vote unanimously for the said items listed above to be added to the agenda for further consideration by this Board and that such agenda be approved as amended

SO ORDERED, this the 5<sup>th</sup> day of March, 2012

  
\_\_\_\_\_  
President

NO \_\_\_\_\_

**IN THE MATTER OF APPROVING THE CLAIMS DOCKET**

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There came on this day for consideration the matter of approving the claims docket

It appears to this Board the following claims as listed in "Exhibit A" have been submitted for payment

After motion by Shelton Deanes and second by Lynn Horton this Board doth vote unanimously to approve for payment the claims docket, attached hereto as "Exhibit A"

SO ORDERED, this the 5<sup>th</sup> day of March, 2012

\_\_\_\_\_  
President

730

2012

March Claims Docket

3/14/2012 CLAY COUNTY  
 15 30 04 CLAIMS SUMMARY FOR 3/2012  
 FOR THE PERIOD ENDED MARCH 05, 2012

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 APCSCPR

CLAIM #	VENDOR NAME	AMOUNT
3076	SHERWIN-WILLIAMS OF WEST POINT	60 55
3077	LEON MOWRY	200 00
3078	WALMART COMMUNITY BRC	211 44
3079	WALMART COMMUNITY BRC	18 51
3081	GLOBAL COMPUTER SUPPLIES	124 01
3082	GLOBAL COMPUTER SUPPLIES	6 00
3083	PITNEY BOWES SUPPLIES	384 89
3084	LINDA HALL	24 00
3085	KAY COGGINS, CFNP	95 00
3086	KAY COGGINS, CFNP	95 00
3087	MICHELLE EASTERLING	350 00
3088	MICHELLE EASTERLING	350 00
3089	COMMUNITY COUNSELLING	95 00
3090	COMMUNITY COUNSELLING	95 00
3091	GEORGE T BUCK, III	350 00
3092	GEORGE T BUCK, III	350 00
3093	MARK CLIETT, ATTY	350 00
3094	MARK CLIETT, ATTY	350 00
3095	AMY G BERRY - FEES	96 00
3096	AMY G BERRY - FEES	96 00
3097	AMY G BERRY - FEES	22 00
3098	AMY G BERRY - FEES	44 00
3099	AMY G BERRY - FEES	33 00
3215	CASH & CARRY CLEANERS	12 00
3216	CASH & CARRY CLEANERS	11 00
3217	CASH & CARRY CLEANERS	12 00
3220	AIRGAS SOUTH	86 70
3229	LEON MOWRY	200 00
3230	QUILL CORPORATION	239 99
3231	ABSOLUTE PRINT SOLUTIONS	611 64
3232	MSC INDUSTRIAL SUPPLY CO	25 12
3233	SAFEGUARD BUISNESS SYSTEMS	62 04
3234	ADVANTAGE BUISNESS SYSTEMS	295 00
3235	NEWELL PAPER COMPANY	678 30
3236	NEWELL PAPER COMPANY	1332 30
3237	REFRIGERATION SUPPLY COMPANY	112 56
3238	US FOOD SERVICE	1371 25
3239	MID-SOUTH UNIFORMS	723 68
3240	MERCHANT CO	657 46
3241	REXEL SOUTHERN ELECTRICAL	188 51
3242	WHITE OIL CO , INC & TIRE CTR	1903 48
3244	TIGRETT STEEL & SUPPLY INC	49 15
3245	WHITE OIL CO , INC & TIRE CTR	2410 06
3246	NEWELL PAPER COMPANY	48 11
3247	TIGRETT STEEL & SUPPLY INC	226 30
3248	CARROT-TOP INDUSTRIES INC	57 86
3249	SHERWIN-WILLIAMS OF WEST POINT	232 40
3250	REFRIGERATION SUPPLY COMPANY	136 73
3251	PRECISION COMMUNICATIONS, INC	176 47
3252	IHS PHARMACY	179 73
3253	BOARDTOWN LOCKSMITH	553 00
3254	MY OFFICE PRODUCTS, INC	75 00
3255	MY OFFICE PRODUCTS, INC	140 50
3256	MY OFFICE PRODUCTS, INC	4 25
3257	MY OFFICE PRODUCTS, INC	128 00
3258	MY OFFICE PRODUCTS, INC	1265 60
3259	MY OFFICE PRODUCTS, INC	57 50
3260	MY OFFICE PRODUCTS, INC	98 00

*Exhibit A*

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3261 MY OFFICE PRODUCTS, INC	30 00
3262 MY OFFICE PRODUCTS, INC	20 35
3263 MY OFFICE PRODUCTS, INC	181 67
3264 MY OFFICE PRODUCTS, INC	128 00
3265 MY OFFICE PRODUCTS, INC	149 00
3266 MY OFFICE PRODUCTS, INC	24 25
3267 EDMOND MILLER, JR, MD	500 00
3268 CASH & CARRY CLEANERS	11 00
3269 MEEK & MEEK ATTORNEYS	1000 00
3270 IKON OFFICE SOLUTIONS	104 22
3271 AIRGAS SOUTH	72 50
3272 MY OFFICE PRODUCTS, INC	87 00
3273 WHITE OIL CO , INC & TIRE CTR	124 57
3274 GLOBAL COMPUTER SUPPLIES	210 30
3275 GLOBAL COMPUTER SUPPLIES	37 70
3276 GLOBAL COMPUTER SUPPLIES	22 00
3277 GLOBAL COMPUTER SUPPLIES	31 00
3278 MELANIE A MOREL	115 00
3280 MS ASSOC OF CO ADMIN/COMPTROLL	75 00
3281 MTS/ MY TRANSPORT SERVICES	703 00
3282 MEDSCREENS, INC	250 00
3283 MEDSCREENS, INC	250 00
3284 CITY WATER & LIGHT DEPT	384 01
3285 CITY WATER & LIGHT DEPT	189 26
3286 CITY WATER & LIGHT DEPT	779 90
3287 CITY WATER & LIGHT DEPT	327 97
3289 CDW GOVERNMENT INC	77 18
3290 REDWOOD TOXICOLOGY LABORATORY	225 03
3291 MY OFFICE PRODUCTS, INC	83 47
3292 MY OFFICE PRODUCTS, INC	179 00
3294 BOB BARKER CO , INC	1003 13
3295 NEWELL PAPER COMPANY	1577 74
3297 CLAY COUNTY CO-OP	11 95
3298 GEORGE'S TIRE SERVICE	10 00
3299 GLOBAL COMPUTER SUPPLIES	239 96
3300 GEORGE'S TIRE SERVICE	362 00
3301 COLLUMS BUMPER SERVICE	215 25
3302 KISNER'S RADIATOR SERVICE	65 00
3303 GUEST BODY SHOP, LLC	5 00
3304 QUILL CORPORATION	184 53
3305 INTEGRATED COMMUNICATION	55 00
3306 DEMENT PRINTING CO	266 72
3307 DEMENT PRINTING CO	333 81
3308 JIM'S AUTO PARTS, WEST POINT	42 46
3309 FLEMING BOOKBINDING COMPANY	60 83
3310 DPS CRIME LAB	50 00
3311 GEORGE T BUCK, III	150 00
3312 PREMIER RADIOLOGY	9 52
3313 H D POSEY, D D S	502 09
3314 H D POSEY, D D S	159 30
3315 LEE COUNTY JUVENILE CENTER	2070 00
3316 ATMOS ENERGY	17 23
3317 ATMOS ENERGY	767 97
3318 ATMOS ENERGY	327 14
3319 ATMOS ENERGY	323 66
3320 FOUR-COUNTY ELEC POWER ASSN	33 41
3321 FOUR-COUNTY ELEC POWER ASSN	34 48
3322 FOUR-COUNTY ELEC POWER ASSN	185 52
3323 FOUR-COUNTY ELEC POWER ASSN	335 13
3324 FOUR-COUNTY ELEC POWER ASSN	54 88
3325 FOUR-COUNTY ELEC POWER ASSN	54 17
3326 FOUR-COUNTY ELEC POWER ASSN	26 46
3327 FOUR-COUNTY ELEC POWER ASSN	45 63

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3328	FOUR-COUNTY ELEC POWER ASSN	34	53
3329	CITY WATER & LIGHT DEPT	842	04
3330	CITY WATER & LIGHT DEPT	587	22
3331	CITY WATER & LIGHT DEPT	104	71
3332	CITY WATER & LIGHT DEPT	1739	54
3333	CITY WATER & LIGHT DEPT	114	65
3334	CITY WATER & LIGHT DEPT	13715	68
3335	GUEST BODY SHOP, LLC	85	00
3336	GUEST BODY SHOP, LLC	150	00
3337	R J YOUNG COMPANY	331	32
3338	MEDIR GOVERNMENT SOLUTIONS LLC	250	00
3339	LOWE'S HOME CENTER, INC	144	08
3340	WALMART COMMUNITY BRC	6	97
3341	WALMART COMMUNITY BRC	34	97
3342	WALMART COMMUNITY BRC	69	94
3343	KELLOGG HARDWARE & APPLIANCE	27	45
3344	WALMART COMMUNITY BRC	29	55
3345	WALMART COMMUNITY BRC	64	99
3346	WALMART COMMUNITY BRC	109	25
3347	KROGER	98	00
3348	UNITED PRODUCE	330	00
3350	KROGER	98	00
3351	LOWE'S HOME CENTER, INC	67	20
3352	SHERWIN-WILLIAMS OF WEST POINT	529	25
3353	INTAB INC	65	08
3354	NEWELL PAPER COMPANY	113	20
3355	SHERWIN-WILLIAMS OF WEST POINT	483	75
3356	REFRIGERATION SUPPLY COMPANY	22	18
3357	REFRIGERATION SUPPLY COMPANY	89	56
3358	WALMART COMMUNITY BRC	37	98
3359	PHILLIP'S HARDWARE	1517	48
3360	LEON MOWRY	50	00
3361	TIGRETT STEEL & SUPPLY INC	1180	00
3363	WALMART COMMUNITY BRC	64	02
3365	KROGER	98	00
3366	KROGER	98	00
3369	QUILL CORPORATION	351	89
3371	GEORGE'S TIRE SERVICE	10	00
3372	GARY'S PAWN & GUN SHOP	459	18
3373	WHITE OIL CO , INC & TIRE CTR	2074	80
3374	WALMART COMMUNITY BRC	5	47
3376	BLUE BOOK	48	95
3377	UNIVERSITY SCREEN PRINT	68	97
3378	BARNEY'S	76	99
3379	BARNEY'S	154	95
3380	WALMART COMMUNITY BRC	40	00
3381	MY OFFICE PRODUCTS, INC	87	00
3382	MY OFFICE PRODUCTS, INC	261	00
3383	MY OFFICE PRODUCTS, INC	34	00
3384	WATERMARK PRINTERS LLC	244	00
3385	H D POSEY, D D S	159	30
3386	H D POSEY, D D S	159	30
3387	H D POSEY, D D S	480	85
3397	IKON OFFICE SOLUTIONS	55	49
3398	IKON OFFICE SOLUTIONS	313	63
3399	AUTO-CHLOR SYSTEMS	171	95
3400	FOUR-COUNTY ELEC POWER ASSN	119	24
3401	FOUR-COUNTY ELEC POWER ASSN	37	18
3402	FOUR-COUNTY ELEC POWER ASSN	65	26
3403	CITY WATER & LIGHT DEPT	30	00
3404	THOMAS MURRAY TUBB, ATTY	150	00
3405	THOMAS MURRAY TUBB, ATTY	300	00
3406	ORKIN- TUPELO, MS	44	94

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3407	ORKIN- TUPELO, MS	41 47
3409	TANYA WEST	800 00
3410	NORTH MS LAW ENFORCEMENT ACAD	3000 00
3412	DATA SYSTEMS MANAGEMENT, INC	2152 00
3413	AMY G BERRY - FEES	210 00
3414	AMY G BERRY - FEES	11 00
3415	ROSE DRUG COMPANY	690 71
3416	CASH & CARRY CLEANERS	13 00
3417	CASH & CARRY CLEANERS	12 00
3418	FAIR OIL COMPANY INC	21 28
3419	FAIR OIL COMPANY INC	165 02
3420	WEST POINT SCHOOLS	15353 46
3421	CITY OF WEST POINT	4346 52
3422	CLAY COUNTY SCHOOL DISTRICT	5318 10
3423	DIXIE NET	59 95
3425	CELLULAR SOUTH	42 26
3428	CELLULAR SOUTH	80 89
3430	CELLULAR SOUTH	456 58
3431	JIM'S AUTO PARTS, WEST POINT	486 65
3432	JIM'S AUTO PARTS, WEST POINT	08-
3440	U S NETWORK	199 95
3451	WHITE OIL CO , INC & TIRE CTR	1952 86
3452	GLOBAL COMPUTER SUPPLIES	495 01
3453	GLOBAL COMPUTER SUPPLIES	169 99
3454	WALMART COMMUNITY BRC	636 84
3459	SUNFLOWER STORE	37 04
3460	SUNFLOWER STORE	27 78
3461	SUNFLOWER STORE	27 78
3462	ITC DELTACOM, INC	846 44
3463	S E CHICKASAW WATER ASSOC	20 00
3464	MICHELLE EASTERLING	100 00
3465	MELISSA GRIMES	73 44
3466	SILVER LEAF LANDSCAPE	395 00
3467	JIM'S AUTO PARTS, WEST POINT	516 44
3468	GEORGE'S TIRE SERVICE	10 00
3470	SOUTHERN TELECOMMUNICATIONS	1100 04
3471	CLAY CO DEPT /SOCIAL SERVICES	316 67
3472	CMRS-TMS	2000 00
3473	DISTRICT ATTORNEY'S OFFICE	175 00
3474	GOLDEN TRIANGLE AREA	1291 67
3475	INSURANCE ACCOUNT	1168 56
3476	HEALTH DEPT OF CLAY COUNTY	3791 67
3477	LENORA L PRATHER	350 00
3478	COMMUNITY COUNSELLING SERVICE	2000 00
3479	NATIONAL GUARD OF MISSISSIPPI	200 00
3480	RETARDED CHILDREN'S ASC	1416 67
3481	UNITED POSTAL SERVICE	625 00
3483	MISSISSIPPI PUBLIC ENTITY	14744 50
3487	HANCOCK BANK	1200 69
3488	HANCOCK BANK	135 07
3489	HANCOCK BANK	105 54
3490	CLAY COUNTY SCHOOL DISTRICT	14652 80
3491	WENDY R FULLER	71 52
3492	MEEK & MEEK ATTORNEYS	64 00
3493	LUKE ROBINSON	125 00
3494	LUKE ROBINSON	125 00
3495	CASH & CARRY CLEANERS	11 00
3497	CASH & CARRY CLEANERS	12 00
3498	MISSISSIPPI VITAL RECORDS	67 00
3499	MELISSA GRIMES	36 72
3500	DRUG FREE WORKPLACES, INC	354 00
3501	DRUG FREE WORKPLACES, INC	69 00
3502	JESSIE M IVY	14 97

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3503 LAYNE IRVIN	245 99	
3504 LAYNE IRVIN	125 60	
3505 MTS/ MY TRANSPORT SERVICES	647 75	
3506 LINDA IVY	31 01	
3507 HARRIETT P BRAGG	101 13	
3508 SHELTON DEANES	120 00	
3510 B & M COMMUNICATIONS/1-STOP	21 23	
3511 ADAPTS ELECTRONIC MONITORING	130 00	
3515 ADMINISTRATIVE OFFICE OF COURT	10771 56	
3516 FOUR-COUNTY ELEC POWER ASSN	47 73	
3517 R J YOUNG COMPANY	32 00	
3519 BELLSOUTH	350 00	
3520 SILOAM WATER DISTRICT	20 00	
3521 SILOAM WATER DISTRICT	20 00	
3522 SILOAM WATER DISTRICT	20 00	
3531 EDWARDS, STOREY, MARSHALL,	393 88	
3546 DEMENT PRINTING CO	581 62	
3547 DEMENT PRINTING CO	248 00	
3548 DEMENT PRINTING CO	79 08	
3549 DEMENT PRINTING CO	252 03	
3550 DEMENT PRINTING CO	534 34	
3551 GLOBAL COMPUTER SUPPLIES	169 99	
3552 MY OFFICE PRODUCTS, INC	179 00	
3566 MY OFFICE PRODUCTS, INC	43 75	
3567 MY OFFICE PRODUCTS, INC	13 60	
3568 MISSISSIPPI PUBLIC ENTITY	14980 00	
3570 LEON MOWRY	100 00	
3572 LOWE'S HOME CENTER, INC	132 05	
3573 DAILY TIMES LEADER	480 50	
3574 TEC	78 18	
3579 WALMART COMMUNITY BRC	7 36	
3580 R J YOUNG COMPANY	130 05	
3581 XEROX CORPORATION	10 00	
3582 COMMUNITY COUNSELLING	75 00	
3583 GOLDEN TRIANGLE WATER	25 00	
3585 IHS PHARMACY	827 98	
3586 IHS PHARMACY	692 06	
3587 IKON OFFICE SOLUTIONS	98 25	
3588 H D POSEY, D D S	37 17	
3589 SHELL FLEET PLUS	342 85	
3590 CITY OF WEST POINT	495 39	
3591 CLAY COUNTY SCHOOL DISTRICT	30 96	
3592 LEXIS NEXIS RISK DATA MNGTMENT	465 00	
3593 PATRICIA RIVES	23 46	
3594 WEST POINT SCHOOLS	1331 35	
3597 ATMOS ENERGY	125 39	
3598 ATMOS ENERGY	92 96	
3599 ATMOS ENERGY	129 59	
3600 ATMOS ENERGY	316 56	
3608 LOCAL GOVERNMENT RECORDS OFFIC	150 50	
3614 MEDIR GOVERNMENT SOLUTIONS LLC	250 00	
3615 MEDIR GOVERNMENT SOLUTIONS LLC	250 00	
*** FUND TOTALS *** 001 GENERAL COUNTY		185352 74
3394 SANDERS & ASSOCIATES	6000 00	
3395 SANDERS & ASSOCIATES	2000 00	
3396 SANDERS & ASSOCIATES	1000 00	
*** FUND TOTALS *** 013 UTILIZATION		9000 00

3219 GLOBAL COMPUTER SUPPLIES 422 99

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*** FUND TOTALS *** 020 HOUSE BILL #1330 MONIES		422 99
3106 MAE BREWER	400 00	
3349 SAM'S CLUB	1115.38	
3362 KROGER	269 70	
3364 SAM'S CLUB	389 76	
3367 WALMART COMMUNITY BRC	188 00	
3368 WALMART COMMUNITY BRC	22 92	
*** FUND TOTALS *** 040 SHERIFF'S INMATE CANTEEN		2385 76
3613 TOMBIGBEE REGIONAL LIBRARY	38751 15	
*** FUND TOTALS *** 095 SPECIAL LIBRARY LEVY		38751 15
3408 SOUTHERN TELECOMMUNICATIONS	273 37	
3469 PRECISION COMMUNICATIONS, INC	188 00	
3485 FIRST CONTINENTAL LEASING	4232 69	
3518 BELL SOUTH	2700 00	
3575 TEC	76	
*** FUND TOTALS *** 097 E911 FUND		7394 82
3279 WEST GROUP PAYMENT CENTER	401 43	
*** FUND TOTALS *** 104 LAW LIBRARY		401 43
3288 MY OFFICE PRODUCTS, INC	195 00	
3411 CINDY TIDWELL	600 00	
3429 CELLULAR SOUTH	61 90	
*** FUND TOTALS *** 112 DRUG COURT - AOC GRANT		856 90
3424 DIXIE NET	19 95	
*** FUND TOTALS *** 114 VOLUNTEER FIRE DEPARTMENT		19 95
3486 MS DEVELOPMENT AUTHORITY	1479 25	
*** FUND TOTALS *** 116 INSURANCE REBATE MONIES		1479 25
3482 WEST POINT/CLAY CO GROWTH ALLI	8333 33	
*** FUND TOTALS *** 138 TVA BRIDGE BOND MONEY		8333 33
3129 ARAMARK UNIFORM SERVICES INC	33 88	
3130 KELLOGG HARDWARE & APPLIANCE	10 48	
3131 JIM'S TIRE COMPANY	38 00	
3168 CARQUEST AUTO PARTS, INC	17 22	
3169 SANDERS OIL COMPANY, INC SOCO	503 00	
3170 MY OFFICE PRODUCTS, INC	65 00	
3171 GOLDEN TRIANGLE TIRE SVC LLC	12 00	
3172 GEORGE'S TIRE SERVICE	50 00	
3173 FOUR-COUNTY ELEC POWER ASSN	41 32	
3174 MARTIN TRUCK & TRACTOR	19 89	
3175 CARQUEST AUTO PARTS, INC	17 45	
3176 SUNFLOWER STORE	12 61	
3177 CLAY COUNTY CO-OP	22 95	
3178 CLAY COUNTY CO-OP	7 27	
3179 IVY SAW & MOWER	16 00	



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3180	JIM'S TIRE COMPANY	414 00	
3181	VICTOR AVANT	40 00	
3182	JIM'S AUTO PARTS, WEST POINT	17 07	
3183	ARAMARK UNIFORM SERVICES INC	33 88	
3184	ARAMARK UNIFORM SERVICES INC	33 88	
3185	ARAMARK UNIFORM SERVICES INC	33 88	
3186	FOUR-COUNTY ELEC POWER ASSN	48 75	
3187	CARQUEST AUTO PARTS, INC	22 48	
3188	CARQUEST AUTO PARTS, INC	26 40-	
3189	CARQUEST AUTO PARTS, INC	41 84	
3427	CELLULAR SOUTH	61 90	
3435	CARQUEST AUTO PARTS, INC	19 15	
3436	CLAY COUNTY CO-OP	2 00	
3437	ARAMARK UNIFORM SERVICES INC	33 88	
3439	CITY WATER & LIGHT DEPT	38 96	
3441	SOUTHERN TELECOMMUNICATIONS	23 01	
3443	HOOVER'S INC	269 56	
3444	HOOVER'S INC	266 59	
3553	JIM'S AUTO PARTS, WEST POINT	22 73	
3554	IVY SAW & MOWER	6 95	
3555	IVY SAW & MOWER	16 75	
3556	IVY SAW & MOWER	24 50	
***	FUND TOTALS *** 151 DISTRICT 1 ROAD		2312 43

3105	CLAY COUNTY CO-OP	36 49	
3107	JIM'S AUTO PARTS, WEST POINT	24 49	
3108	JIM'S AUTO PARTS, WEST POINT	4 50	
3109	JIM'S AUTO PARTS, WEST POINT	24 49	
3110	JIM'S AUTO PARTS, WEST POINT	2 68	
3111	JIM'S AUTO PARTS, WEST POINT	61 39	
3112	JIM'S AUTO PARTS, WEST POINT	8 69	
3114	JIM'S AUTO PARTS, WEST POINT	90 92	
3115	JIM'S AUTO PARTS, WEST POINT	188 75	
3116	JIM'S AUTO PARTS, WEST POINT	62 67	
3293	APAC-MISSISSIPPI, INC	507 21	
3513	SOUTHERN TELECOMMUNICATIONS	24 93	
3533	HENRY BACKHOE & DIRT SERVICE	300 00	
3541	CLAY COUNTY CO-OP	9 75	
3544	METALCRAFT MANUFACTURING	32 00	
3584	GOLDEN TRIANGLE WATER	25 00	
3601	MS INDUSTRIAL WASTE DISPOSAL	84 52	
3602	MS INDUSTRIAL WASTE DISPOSAL	84 44	
***	FUND TOTALS *** 152 DISTRICT 2 ROAD		1572 92

3132	JIM'S AUTO PARTS, WEST POINT	22 38	
3133	GEORGE'S TIRE SERVICE	15 00	
3134	GUEST BODY SHOP, LLC	107 41	
3163	FOUR-COUNTY ELEC POWER ASSN	48 75	
3164	FOUR-COUNTY ELEC POWER ASSN	76 00	
3165	ORMAN'S WELDING & FAB ,INC	86 00	
3166	BACCO MATERIALS, INC	2495 77	
3167	BACCO MATERIALS, INC	1802 84	
3393	PHILLIP'S HARDWARE	105 21	
3514	SOUTHERN TELECOMMUNICATIONS	25 31	
3525	PHILLIP'S HARDWARE	54 89	
3526	JIM'S AUTO PARTS, WEST POINT	43 97	
3527	JIM'S AUTO PARTS, WEST POINT	32 99	
3528	JIM'S AUTO PARTS, WEST POINT	32 50	
3529	CLAY COUNTY CO-OP	24 20	
3530	CELLULAR SOUTH	61 90	
3532	HENRY BACKHOE & DIRT SERVICE	325 00	

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3534 JWH EQUIPMENT LLC	301 67
3557 SILOAM WATER DISTRICT	20 00
3558 BANCORP SOUTH	436 06
3559 TRUSTMARK NATIONAL BANK	768 62
3571 BACCO MATERIALS, INC	2514 31
3578 TEC	14

\*\*\* FUND TOTALS \*\*\* 153 DISTRICT 3 ROAD

9400 92

3138 WHITE OIL CO , INC & TIRE CTR	549 45
3139 FAIR OIL COMPANY INC	118 97
3140 PHILLIP'S HARDWARE	14 29
3145 MCBRAYER QUICK LUBE	29 95
3146 KNOX GROCERY LLC	11 07
3148 CINTAS	54 52
3149 FOUR-COUNTY ELEC POWER ASSN	48 75
3150 FOUR-COUNTY ELEC POWER ASSN	144 10
3151 FOUR-COUNTY ELEC POWER ASSN	62 39
3512 SOUTHERN TELECOMMUNICATIONS	25 77
3537 CELLULAR SOUTH	61 90
3538 CLAY COUNTY CO-OP	13 99
3560 SILOAM WATER DISTRICT	20 00
3561 JIM'S AUTO PARTS, WEST POINT	246 97
3562 JIM'S AUTO PARTS, WEST POINT	12 00-
3564 HANCOCK BANK	473 65
3577 TEC	03

\*\*\* FUND TOTALS \*\*\* 154 DISTRICT 4 ROAD

1863 80

3117 PHILLIP'S HARDWARE	159 79
3118 MY OFFICE PRODUCTS, INC	87 00
3120 CALVERT-SPRADLING ENGINEERS	1269 87
3122 GEORGE'S TIRE SERVICE	50 00
3123 FOUR-COUNTY ELEC POWER ASSN	48 74
3125 PHILLIP'S HARDWARE	21 98
3126 PHILLIP'S HARDWARE	65 00
3127 PHILLIP'S HARDWARE	160 00
3128 MCKEE'S KWIK STOP	123 00
3191 THOMPSON MACHINERY	56 94-
3197 CARQUEST AUTO PARTS, INC	303 63
3198 CARQUEST AUTO PARTS, INC	6 48
3199 CARQUEST AUTO PARTS, INC	200 29
3200 CARQUEST AUTO PARTS, INC	73 39
3201 CARQUEST AUTO PARTS, INC	143 69
3202 CARQUEST AUTO PARTS, INC	22 28
3203 CARQUEST AUTO PARTS, INC	15 71
3204 CARQUEST AUTO PARTS, INC	39 88
3205 CHICKASAW EQUIPMENT CO	148 54
3208 KELLOGG HARDWARE & APPLIANCE	9 98
3209 KELLOGG HARDWARE & APPLIANCE	41 98
3210 WALMART COMMUNITY BRC	31 88
3211 G & O SUPPLY CO, INC	531 92
3212 PRESTON DOBBS TRUCK SER &	990 00
3213 HOLCIM	4254 39
3214 PRESTON DOBBS TRUCK SER &	352 00
3391 SAMMIE MCNEEL	495 00
3442 SOUTHERN TELECOMMUNICATIONS	24 23
3445 BACCO MATERIALS, INC	2148 63
3446 BACCO MATERIALS, INC	745 76
3447 BACCO MATERIALS, INC	994 85
3448 BACCO MATERIALS, INC	1759 04
3450 PHILLIP'S HARDWARE	65 00
3457 HENRY BACKHOE & DIRT SERVICE	300 00

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3458 SUN CREEK WATER ASSN	14 00	
3569 HOOVER'S INC	268 29	
3576 TEC	03	
*** FUND TOTALS *** 155 DISTRICT 5 ROAD		15909 31
3433 WHITE OIL CO , INC & TIRE CTR	12606 72	
3434 APAC-MISSISSIPPI, INC	800 57	
3438 PRESTON DOBBS TRUCK SER &	2640 00	
*** FUND TOTALS *** 161 DISTRICT 1 BRIDGE		16047 29
3100 PHILLIP'S HARDWARE	139 81	
3101 PHILLIP'S HARDWARE	27 86	
3102 PHILLIP'S HARDWARE	31 12	
3103 INMAN'S AUTO REPAIR	457 39	
3104 JIM'S TIRE COMPANY	75 00	
3113 JIM'S AUTO PARTS, WEST POINT	19 12	
3152 G & O SUPPLY CO, INC	158 71	
3153 HOLCIM	513 10	
3154 FOUR-COUNTY ELEC POWER ASSN	48 75	
3155 FOUR-COUNTY ELEC POWER ASSN	187 05	
3156 PRESTON DOBBS TRUCK SER &	176 00	
3157 AIRGAS SOUTH	93 77	
3158 ATMOS ENERGY	149 58	
3159 DURACO INDUSTRIES, INC-JACKSON	214 65	
3160 GEORGE'S TIRE SERVICE	80 00	
3190 G & O SUPPLY CO, INC	12828 80	
3192 WHITE OIL CO , INC & TIRE CTR	4668 20	
3496 JIM'S AUTO PARTS, WEST POINT	87 13	
3509 JIM'S AUTO PARTS, WEST POINT	19 17-	
3536 PRESTON DOBBS TRUCK SER &	528 00	
3539 BACCO MATERIALS, INC	201 89	
3540 S & K DOOR & SPECIALTY INC	120 00	
3542 CELLULAR SOUTH	53 38	
3543 CITY WATER & LIGHT DEPT	17 00	
*** FUND TOTALS *** 162 DISTRICT 2 BRIDGE		20857 14
3161 CALVERT-SPRADLING ENGINEERS	4611 73	
3162 CALVERT-SPRADLING ENGINEERS	4834 03	
*** FUND TOTALS *** 163 DISTRICT 3 BRIDGE		9445 76
3135 CLAY COUNTY CO-OP	3100 00	
3136 APAC-MISSISSIPPI, INC	1791 93	
3137 DC TIRE AND TRUCK	1000 32	
3141 ARAMARK UNIFORM SERVICES INC	24 92	
3142 ARAMARK UNIFORM SERVICES INC	24 92	
3143 ARAMARK UNIFORM SERVICES INC	24 92	
3144 ARAMARK UNIFORM SERVICES INC	24 92	
3147 JIM'S AUTO PARTS, WEST POINT	64 36	
3563 JIM'S AUTO PARTS, WEST POINT	18 36	
3565 HANCOCK BANK	473 64	
*** FUND TOTALS *** 164 DISTRICT 4 BRIDGE		6548 29
3119 THOMPSON MACHINERY	275 15	
3121 GENERAL MACHINE WORKS	31 60	
3124 GUEST BODY SHOP, LLC	5 00	
3193 CARQUEST AUTO PARTS, INC	22 41	
3194 CARQUEST AUTO PARTS, INC	4 40	
3195 CARQUEST AUTO PARTS, INC	63 70	

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3196 CARQUEST AUTO PARTS, INC	29 87	
3206 JIM'S AUTO PARTS, WEST POINT	94 98	
3207 GENERAL MACHINE WORKS	105 00	
3392 CARQUEST AUTO PARTS, INC	252 23	
3426 CELLULAR SOUTH	64 93	
3449 PHEBA ONE STOP	33 13	
3455 FOUR-COUNTY ELEC POWER ASSN	240 02	
3456 VICTOR AVANT	40 00	
*** FUND TOTALS *** 165 DISTRICT 5 BRIDGE		1262 42
3484 TRUSTMARK NATIONAL BANK	8500 00	
*** FUND TOTALS *** 240 DISTRICT 4 ROAD B & I 2008		8500 00
3080 H & O TRUCK & TRAILER REPAIR	82 72	
3218 GOLDEN TRIANGLE PL & DEV DIST	2752 49	
3221 H & O TRUCK & TRAILER REPAIR	44 39	
3222 H & O TRUCK & TRAILER REPAIR	479 18	
3223 H & O TRUCK & TRAILER REPAIR	53 78	
3224 H & O TRUCK & TRAILER REPAIR	85 62	
3225 DC TIRE AND TRUCK	30 00	
3226 DC TIRE AND TRUCK	426 00	
3227 KELLOGG HARDWARE & APPLIANCE	24 99	
3228 PHILLIP'S HARDWARE	48 84	
3243 WHITE OIL CO , INC & TIRE CTR	1329 57	
3296 DC TIRE AND TRUCK	3046 64	
3370 DC TIRE AND TRUCK	15 00	
3375 JIM'S AUTO PARTS, WEST POINT	124 33	
3388 JIM'S AUTO PARTS, WEST POINT	116 48	
3389 JIM'S AUTO PARTS, WEST POINT	11 99	
3390 CARQUEST AUTO PARTS, INC	13 54	
3523 SILOAM WATER DISTRICT	20 00	
3524 H & O TRUCK & TRAILER REPAIR	379 70	
3535 GTR SOLID WASTE MGMT AUTHORITY	3173 54	
3545 WHITE OIL CO , INC & TIRE CTR	7383 75	
3595 H & O TRUCK & TRAILER REPAIR	5264 78	
3596 H & O TRUCK & TRAILER REPAIR	773 47	
*** FUND TOTALS *** 400 SANITATION		25680 80
3607 GOLDEN TRIANGLE CRIME STOPPERS	196 00	
3609 MS DEPT OF PUBLIC SAFETY	819 00	
3610 MS DEPT OF PUBLIC SAFETY	48 00	
3611 STATE TREASURER	26388 50	
*** FUND TOTALS *** 650 JUDICIAL ASSESSMENT CLEARING FUND		27451 50
3605 EAST MS COMMUNITY COLLEGE	98195 08	
*** FUND TOTALS ** 690 EMJC MAINTENANCE		98195 08
3606 EAST MS COMMUNITY COLLEGE	41 26	
*** FUND TOTALS *** 691 10 YEAR PLEDGE		41 26
3603 EAST MISS COMMUNITY COLLEGE	55245 62	
*** FUND TOTALS *** 697 VO-TECH MAINTENANCE		55245 62
3604 EAST MISS COMMUNITY COLLEGE	46015 71	
*** FUND TOTALS *** 698 VO-TECH CAPITAL		46015 71
3612 TOMBIGBEE RIVER WTR MGMT DIST	61204 89	
*** FUND TOTALS *** 699 TOMBIGBEE RIVER VALLEY WATER MGMT DIST		61204 89

March Claims Docket

\*\*\* DOCKET TOTALS \*\*\*

661953 46

I CERTIFY THAT THE BOARD HAS EXAMINED EACH CLAIM ON THE MARCH, 2012  
DOCKET AND THE BILLS THEY REPRESENT AND FINDS EACH OF THE ABOVE DUE AND  
PAYABLE AND DIRECT THE CLERK TO ISSUE WARRANTS ON THE RESPECTIVE FUNDS  
THIS THE 05TH DAY OF MARCH 2012

*Luhe Linnard*

\_\_\_\_\_  
PRESIDENT

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NO \_\_\_\_\_

**IN THE MATTER OF APPROVING THE MINUTES FROM THE SECOND PUBLIC HEARING ON THE HOME PROJECT REHABILITATION GRANT PR# 1223-M11-SG-280-181 HELD ON FEBRUARY 23, 2012**

---

There came on this day for consideration the matter of approving the minutes from the second public hearing on the HOME Project Rehabilitation Grant PR# 1223-M11-SG-280-181 held on February 23, 2012

It appears to this Board Patsy Patterson with the Golden Triangle Planning and Development is presenting to this Board as attached hereto as "Exhibit A" of this order the minutes from the second public hearing held on February 23, 2012 on the HOME Project Grant to be adopted and approved by this Board. The said minutes appear to be in order and accurately reflect the business discussed at the said hearing. Additionally, the proof of publication as attached hereto as "Exhibit B" to this order was submitted to show the hearing was properly advertised.

After motion by Shelton Deanes and second by R. B. Davis this Board doth vote unanimously to adopt and approve the minutes of the second public hearing held on February 23, 2012 on the HOME Project Rehabilitation Grant as attached hereto as "Exhibit A" of this order.

SO ORDERED, this the 5<sup>th</sup> day of March, 2012

  
\_\_\_\_\_  
President

The State of Mississippi }  
 CLAY COUNTY

**AFFIDAVIT OF PUBLICATION**

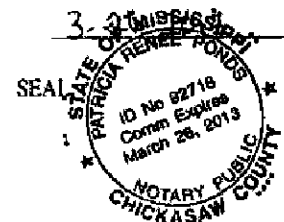
Before me in and for said county this day personally came the undersigned representative of the Daily Times Leader a newspaper published in the City of West Point of said county and state who being duly sworn deposed and says that the publication of a certain notice a true copy of which is hereto affixed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

Dated 2-8 2012  
 Dated \_\_\_\_\_, 20\_\_\_\_  
 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 14 day of February A D 2012

By Patricia Renee Ponds  
 Notary Public



**HOME INVESTMENT PARTNERSHIP PROGRAM  
 NOTICE OF SECOND PUBLIC MEETING  
 CLAY COUNTY HOMEOWNER REHAB/RECONSTRUCTION  
 PROJECT #1223-M11-SG-280-181**

The Clay County Board of Supervisors was recently awarded a grant from the Mississippi Development Authority Community Services Division, through funding made available by the HOME Program. This grant will provide assistance to rehabilitate or reconstruct five (5) pre-selected houses for low income homeowners in Clay County. A meeting will be held at the Courthouse in West Point on February 23, 2012 at 11:00 AM. The purpose of this meeting is to provide citizens with information regarding the progress of activities undertaken through this HOME grant and to receive input regarding this progress. All comments are welcome. Comments must be submitted in writing to the Clay County Board of Supervisors, West Point, Mississippi by 5:00 PM prior to the date of this hearing. HOMEOWNERS PRESELECTED FOR THIS PROGRAM ARE ENCOURAGED TO ATTEND THIS MEETING.

DAILY

By [Signature]

( ) Editor ( ) Printer

Publication Fee \$ 127.50  
 Proof(s) Of Publication \$ 3.00  
 Total Charges \$ 130.50

AFFIDAVIT# 17856

743

MINUTES OF SECOND PUBLIC HEARING  
CLAY COUNTY  
HOMEOWNER REHAB/RECONSTRUCTION PROJECT 1223-M11-SG-280-181  
FEBRUARY 23, 2012

A second public hearing was held at the Clay County Courthouse in West Point, Mississippi on February 23, 2012, at 11 AM. The purpose of this second hearing was to report the status and progress of the above-referenced HOME project. Ms. Patsy Patterson, Project Administrator from Golden Triangle Planning and Development District, reported to those present that the County has received an award letter and contract from the State for \$391,800 to rehabilitate/reconstruct four (4) preselected houses in Clay County. The County has developed Policies and Procedures to be following in the implementation of this grant. Ms. Patterson also reported that the environmental clearance process is ongoing. Ms. Patterson asked for questions from any participants in regard to the HOME grant and she explained the procedures for accessing these grant funds. The four (4) homeowners who were preselected in this project were presented contracts for signature. Ms. Patterson informed them that advertisement for contractors, a building inspector, and asbestos inspector will be procured following State procurement laws after environmental clearance has been received from MDA.

Ms. Patterson asked for any questions or discussion from anyone in the audience and particularly from the selected homeowners.

There being no further questions, the hearing was adjourned.

A roster of those attending is attached.



*Luke Lummus*  
Luke Lummus, President

*Angela B. Berry*  
Chancery Clerk



**SECOND PUBLIC HEARING  
CLAY COUNTY  
2011 HOME PROJECT- #1123-M11-SG-280-181  
FEBRUARY 23, 2012**

NAME	ADDRESS	PHONE
<i>Peter Patterson</i>	<i>GTPDD</i>	<i>324-7860</i>
<i>Lake Thomas</i>	<i>CLAY Co</i>	<i>295-7057</i>
<i>Lt Col. Marshall</i>	<i>1407 Jean Marie Rd WP MS</i>	<i>494-5184</i>
<i>Doug Hart</i>	<i>1645 Bertha Ferry</i>	<i>295-2323</i>
<i>Kelly Lee</i>	<i>11555 Webber Rd W.P.M.</i>	<i>295-6110</i>
<i>Floyd Mike</i>	<i>22906 HWY. 50 WEST <sup>Phelia</sup></i>	<i>295-2926</i>
<i>Hugh D. Brewer</i>	<i>20337 Hwy 46 Phelia MS</i>	<i>495-0890</i>
<i>Jelisa Browne</i>	<i>20287 Hwy 46 Phelia, MS</i>	<i>295-9150</i>
<i>Sam Brown</i>	<i>GTPDD</i>	<i>321-7860</i>
<i>Craig Bey</i>	<i>PO Box 285 West Point MS</i>	<i>494-3124</i>

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING THE BOARD PRESIDENT TO EXECUTE THE  
HOME REHABILITATION PROJECT GRANT # 1123-M11-SG-280-181 CONTRACTS  
FOR RESIDENTIAL REHABILITATION**

---

There came on this day for consideration the matter of authorizing the Board President to execute the Home Rehabilitation Project Grant #1123- M11-SG-280-181 Contracts for Residential Rehabilitation

It appears to this Board the attached Contracts for Residential Rehabilitation attached hereto as "Exhibit A" to this order have been submitted to this Board by Patsy Patterson of the Golden Triangle Planning and Development for approval and for the Board President to execute

After motion by Lynn Horton and second by Shelton Deanes this Board doth vote unanimously to authorize the Board President to execute the Contracts for Rehabilitation attached hereto as "Exhibit A" of this order for the HOME Rehabilitation Project Grant

SO ORDERED, this the 5<sup>th</sup> day of March, 2012

  
\_\_\_\_\_  
President

**Contract for Residential Rehabilitation**  
**Project #1123-M11-SG-280-181**  
**Clay County, Mississippi**

THIS AGREEMENT made and entered into this day by and between **Henry Brownlee**, whose address is **20787 Highway 46, Pheba, Mississippi**, hereinafter referred to as the "Owner", and the Clay County Board of Supervisors whose address is **P O Box 815, West Point, Mississippi 39773**, hereinafter referred to as the "County",

WITNESSETH

WHEREAS, the above-named person is the owner of a residential house located in Clay County, known as **20787 Highway 46, Pheba, Mississippi**, and is qualified for said dwelling located on said property as the anticipated recipient of a grant from Clay County, Mississippi, entitled 2011 HOME Homeowner Rehabilitation Grant # **1223-M11-SG-280-181**, and

WHEREAS, the Owner is subject to all applicable rules, regulations, conditions, and assurances as prescribed by the Mississippi Development Authority's HOME Program Description, as well as the U S Department of Housing and Urban Development, herein and hereafter referred to as "HUD" HOME regulations, Home Investment Partnerships Program, Final Rule (24 CFR Part 92), and each and every Federal and State statute and guideline affecting the application for the receipt and expenditure of HOME grant funds This contract is also subject to such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P L 101-625, as amended

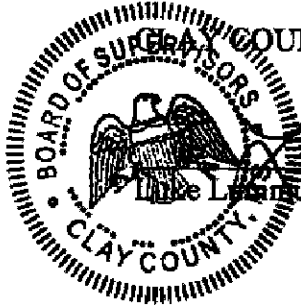
WHEREAS, the Owner has applied for said grant, and it is anticipated, will, upon compliance with all of the terms and conditions of this contract, receive said grant, enabling said Owner to pay the construction contractor for demolition and reconstruction of said unit, in accordance herewith, and

WHEREAS, the parties hereto recognize that Clay County, Mississippi has the sole right to determine the amount of the said grant made to the Owner, pursuant to HUD, HOME PROGRAM and/or State of Mississippi guidelines, and any future increases and decreases in said grant amount as a result of change orders, and

WHEREAS, Clay County has an advisory and administrative interest in this Agreement, through its duly appointed program administrator, **Patsy Patterson**, hereinafter referred to as the "Program Administrator",

WITNESS THE SIGNATURES of the parties hereto on this, the 23<sup>rd</sup> day of February 2012, in triplicate, with each to be considered an original, one original each being provided to the Owner, the County, and the Mississippi Development Authority

Henry Brownlee  
Henry Brownlee, Owner

 Mike L. ...  
Mike L. ..., President

PROGRAM ADMINISTRATOR

Patsy Patterson  
Patsy Patterson, Project Administrator

Angie L. Bey  
Chancery Clerk

**Contract for Residential Rehabilitation**  
**Project #1123-M11-SG-280-181**  
**Clay County, Mississippi**

THIS AGREEMENT made and entered into this day by and between **Thalmus Morgan**, whose address is **504 #1 Street, Pheba, Mississippi**, hereinafter referred to as the "Owner", and the Clay County Board of Supervisors whose address is **P. O. Box 815, West Point, Mississippi 39773**, hereinafter referred to as the "County",

WITNESSETH

*New*  
*1033 Hogan St*

*id* *ss* WHEREAS, the above-named person is the owner of a residential house located in Clay County, known as **504 #1 Street, Pheba, Mississippi**, and is qualified for said dwelling located on said property as the anticipated recipient of a grant from Clay County, Mississippi, entitled 2011 HOME Homeowner Rehabilitation Grant # **1223-M11-SG-280-181**, and

WHEREAS, the Owner is subject to all applicable rules, regulations, conditions, and assurances as prescribed by the Mississippi Development Authority's HOME Program Description, as well as the U S Department of Housing and Urban Development, herem and hereafter referred to as "HUD", HOME regulations, Home Investment Partnerships Program, Final Rule (24 CFR Part 92), and each and every Federal and State statute and guideline affecting the application for the receipt and expenditure of HOME grant funds This contract is also subject to such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 101-625, as amended

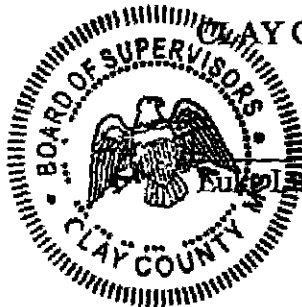
WHEREAS, the Owner has applied for said grant, and it is anticipated, will, upon compliance with all of the terms and conditions of this contract, receive said grant, enabling said Owner to pay the construction contractor for demolition and reconstruction of said unit, in accordance herewith, and

WHEREAS, the parties hereto recognize that Clay County, Mississippi has the sole right to determine the amount of the said grant made to the Owner, pursuant to HUD, HOME PROGRAM and/or State of Mississippi guidelines, and any future increases and decreases in said grant amount as a result of change orders, and

WHEREAS, Clay County has an advisory and administrative interest in this Agreement, through its duly appointed program administrator, **Patsy Patterson**, hereinafter referred to as the "Program Administrator",

WITNESS THE SIGNATURES of the parties hereto on this, the 23<sup>rd</sup> day of February, 2012, in triplicate, with each to be considered an original, one original each being provided to the Owner, the County, and the Mississippi Development Authority

Thalmus Morgan  
Thalmus Morgan, Owner



Eugene L. Thomas  
Eugene L. Thomas, President

PROGRAM ADMINISTRATOR

Patsy Patterson  
Patsy Patterson, Project Administrator

Angela B. Bay  
Chancery Clerk

**Contract for Residential Rehabilitation  
Project #1123-M11-SG-280-181  
Clay County, Mississippi**

THIS AGREEMENT made and entered into this day by and between **Sarah Jack**, whose address is **595 Barton Ferry Road, West Point, Mississippi**, hereinafter referred to as the "Owner", and the Clay County Board of Supervisors whose address is **P O Box 815, West Point, Mississippi 39773**, hereinafter referred to as the "County",

WITNESSETH

WHEREAS, the above-named person is the owner of a residential house located in Clay County, known as **595 Barton Ferry Road, West Point, Mississippi**, and is qualified for said dwelling located on said property as the anticipated recipient of a grant from Clay County, Mississippi, entitled 2011 HOME Homeowner Rehabilitation Grant # **1223-M11-SG-280-181**, and

WHEREAS, the Owner is subject to all applicable rules, regulations, conditions, and assurances as prescribed by the Mississippi Development Authority's HOME Program Description, as well as the U S Department of Housing and Urban Development, herein and hereafter referred to as "HUD", HOME regulations, Home Investment Partnerships Program, Final Rule (24 CFR Part 92), and each and every Federal and State statute and guideline affecting the application for the receipt and expenditure of HOME grant funds This contract is also subject to such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P L 101-625, as amended

WHEREAS, the Owner has applied for said grant, and it is anticipated, will, upon compliance with all of the terms and conditions of this contract, receive said grant, enabling said Owner to pay the construction contractor for demolition and reconstruction of said unit, in accordance herewith, and

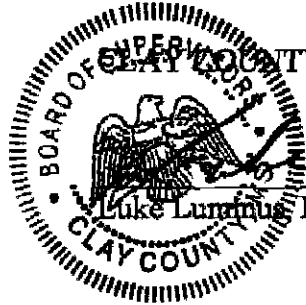
WHEREAS, the parties hereto recognize that Clay County, Mississippi has the sole right to determine the amount of the said grant made to the Owner, pursuant to HUD, HOME PROGRAM and/or State of Mississippi guidelines, and any future increases and decreases in said grant amount as a result of change orders, and

WHEREAS, Clay County has an advisory and administrative interest in this Agreement, through its duly appointed program administrator, **Patsy Patterson**, hereinafter referred to as the "Program Administrator",

.. 35

WITNESS THE SIGNATURES of the parties hereto on this, the 23<sup>rd</sup> day of February, 2012, in triplicate, with each to be considered an original, one original each being provided to the Owner, the County, and the Mississippi Development Authority

Sarah Jack  
Sarah Jack, Owner

 Luke Luminus  
Luke Luminus, President

PROGRAM ADMINISTRATOR

Patsy Patterson  
Patsy Patterson, Project Administrator

Chancy B. Berry  
Chancery Clerk



**Contract for Residential Rehabilitation**  
**Project #1123-M11-SG-280-181**  
**Clay County, Mississippi**

THIS AGREEMENT made and entered into this day by and between **Georgia Robinson**, whose address is **1647 Railroad Road, West Point, Mississippi**, hereinafter referred to as the "Owner", and the Clay County Board of Supervisors whose address is **P O Box 815, West Point, Mississippi 39773**, hereinafter referred to as the "County",

WITNESSETH

WHEREAS, the above-named person is the owner of a residential house located in Clay County, known as **1647 Railroad Road, West Point, Mississippi**, and is qualified for said dwelling located on said property as the anticipated recipient of a grant from Clay County, Mississippi, entitled 2011 HOME Homeowner Rehabilitation Grant # **1223-M11-SG-280-181**, and

WHEREAS, the Owner is subject to all applicable rules, regulations, conditions, and assurances as prescribed by the Mississippi Development Authority's HOME Program Description, as well as the U S Department of Housing and Urban Development, herein and hereafter referred to as "HUD", HOME regulations, Home Investment Partnerships Program, Final Rule (24 CFR Part 92), and each and every Federal and State statute and guideline affecting the application for the receipt and expenditure of HOME grant funds. This contract is also subject to such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P L 101-625, as amended

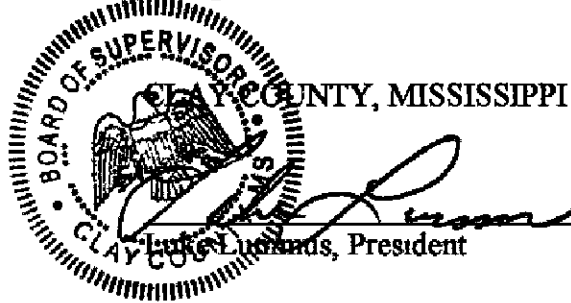
WHEREAS, the Owner has applied for said grant, and it is anticipated, will, upon compliance with all of the terms and conditions of this contract, receive said grant, enabling said Owner to pay the construction contractor for demolition and reconstruction of said unit, in accordance herewith, and

WHEREAS, the parties hereto recognize that Clay County, Mississippi has the sole right to determine the amount of the said grant made to the Owner, pursuant to HUD, HOME PROGRAM and/or State of Mississippi guidelines, and any future increases and decreases in said grant amount as a result of change orders, and

WHEREAS, Clay County has an advisory and administrative interest in this Agreement, through its duly appointed program administrator, **Patsy Patterson**, hereinafter referred to as the "Program Administrator",

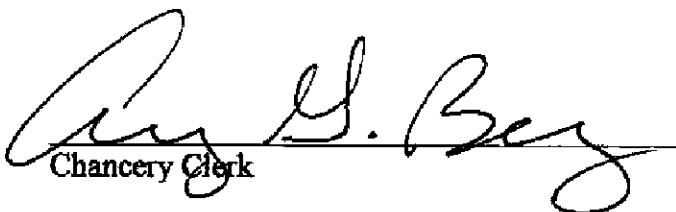
WITNESS THE SIGNATURES of the parties hereto on this, the 23<sup>rd</sup> day of February, 2012, in triplicate, with each to be considered an original, one original each being provided to the Owner, the County, and the Mississippi Development Authority

  
Georgia Robinson, Owner



PROGRAM ADMINISTRATOR

  
Patsy Patterson, Project Administrator

  
Chancery Clerk

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING THE CLAY COUNTY JUSTICE COURT DRUG COURT ADMINISTRATOR TO APPLY FOR A GRANT FUNDED THRU THE BUREAU OF JUSTICE DEPARTMENT FOR AN ADULT DRUG COURT DISCRETIONARY GRANT**

---

There came on this day for consideration the matter of authorizing the Clay County Justice Court Drug Court Administrator to apply for a grant funded thru the Bureau of Justice Department for an Adult Drug Court Discretionary Grant

It appears to this Board the Justice Court Drug Court Administrator, Edward N Houston, is requesting to this Board for authorization to apply for an Adult Drug Court Discretionary Grant funded thru the Bureau of Justice for additional funds to be utilized to supplement the current Justice Court Drug Court Program. Additionally, he has submitted to this Board the said grant application package as outlined in the attached "Exhibit A" of this order for this Board's consideration.

After motion by Lynn Horton and second by Floyd McKee this Board doth vote unanimously to authorize the Clay County Justice Court Drug Court Administrator, Edward N Houston to apply for additional grant funding thru the Bureau of Justice for an Adult Drug Court Discretionary Grant.

SO ORDERED, this the 5<sup>th</sup> day of March, 2012

  
\_\_\_\_\_  
President

### **Adult Drug Court Discretionary Grant Program**

The U S Department of Justice (DOJ), Office of Justice Programs (OJP) and Bureau of Justice Assistance (BJA) are seeking applications for funding to establish or enhance drug court services, coordination, offender management, and recovery support services

The purpose of this grant is to provide the financial and technical support to effectively integrate evidenced-based substance abuse treatment, mandatory drug testing, sanctions, and incentives, and transitional services in a judicially supervised court setting with jurisdiction over non-violent substance abusing offenders

This is a competitive grant that that provides federal funding that will be used in conjunction with the \$50,000 -\$100,000 that is provided for the drug court program by the State Administrative Office of the Courts

Implementation Grant Maximum of \$350,000 for a 36 month period

Enhancement Grant Maximum of \$200,000 for a 24 month period

The Clay County Misdemeanor Drug Court is seeking this grant to fund the following programs/services

- To purchase and monitor GPS and substance use monitoring systems
- To provide transportation and staff to monitor participants who are working with the city or county to pay off their court fines
- To purchase 2 computers, software, and other materials to assist individuals in GED preparation, adult literacy programs, and online classes These computers will also be used to assist participants in preparing resumes and filling out online job applications
- Provide training to community mentors and other volunteers working with the drug court program
- Assist participants in paying the \$120 fee required for enrollment in the EMCC work certification program
- Purchase incentives for participants
- Increase prevention and community awareness efforts about the dangers of drugs and alcohol, driving while intoxicated, and other issues often associated with substance abuse including child abuse, domestic violence, etc
- Provide brief HIV/STD assessments to all participants and make necessary referrals as well as offer education about HIV/ STD and FASD



[Home](#) > [Apply for Grants](#) > Confirmation

### Confirmation

Thank you for submitting your grant application package via Grants gov. Your application is currently being processed by the Grants gov system. Once your submission has been processed, Grants gov will send email messages to advise you of the progress of your application through the system. Over the next 24 to 48 hours, you should receive two emails. The first will confirm receipt of your application by the Grants gov system, and the second will indicate that the application has either been successfully validated by the system prior to transmission to the grantor agency or has been rejected due to errors.

Please do not hit the back button on your browser.

If your application is successfully validated and subsequently retrieved by the grantor agency from the Grants gov system, you will receive an additional email. This email may be delivered several days or weeks from the date of submission, depending on when the grantor agency retrieves it.

You may also monitor the processing status of your submission within the Grants gov system by clicking on the "Track My Application" link listed at the end of this form.

**Note:** Once the grantor agency has retrieved your application from Grants gov, you will need to contact them directly for any subsequent status updates. Grants gov does not participate in making any award decisions.

**IMPORTANT NOTICE.** If you do not receive a receipt confirmation and either a validation confirmation or a rejection email message within 48 hours, please contact us. The Grants gov Contact Center can be reached by email at [support@grants.gov](mailto:support@grants.gov), or by telephone at 1-800-518-4726. Always include your Grants gov tracking number in all correspondence. The tracking numbers issued by Grants gov look like GRANTXXXXXXXXX.

Contact Center hours of operation are Monday-Friday from 7 00 A M to 9 00 P M Eastern Time

The following application tracking information was generated by the system

<b>Grants.gov Tracking Number :</b>	GRANT11083466
<b>Applicant DUNS</b>	07-911-7719
<b>Submitter's Name:</b>	Edward N Houston
<b>CFDA Number</b>	16 585
<b>CFDA Description</b>	Drug Court Discretionary Grant Program
<b>Funding Opportunity Number</b>	BJA-2012-3120
<b>Funding Opportunity Description</b>	BJA FY 12 Adult Drug Court Discretionary Grant Program
<b>Agency Name ·</b>	Bureau of Justice Assistance
<b>Application Name of this Submission .</b>	Clay County Justice Drug Court
<b>Date/Time of Receipt</b>	2012 03 08 10 44 PM, EST

TRACK MY APPLICATION – To check the status of this application, please click the link below  
[https://apply07.grants.gov/apply/checkSingleApp/Status.faces?tracking\\_num=GRANT11083466](https://apply07.grants.gov/apply/checkSingleApp/Status.faces?tracking_num=GRANT11083466)

It is suggested you Save and/or Print this response for your records

Opportunity Title	BJA FY 12 Adult Drug Court Discretionary Grant Program
Offering Agency	Bureau of Justice Assistance
CFDA Number	16 585
CFDA Description	Drug Court Discretionary Grant Program
Opportunity Number	BJA-2012-3120
Competition ID	BJA-2012-3122
Opportunity Open Date	01/10/2012
Opportunity Close Date	03/08/2012
Agency Contact	For assistance with any other requirement of this solicitation contact the BJA Justice Information Center at 1-877-492-7145 via e-mail to JIC@telesishq.com or by live web chat. The BJA Justice Information Center hours of operation are 8:30 a.m. to 5:00 p.m. eastern time Monday through Friday and 8:30

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here. If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download the application and then apply.

This opportunity is only open to organizations applicants who are submitting grant applications on behalf of a company state local or tribal government, academia, or other type of organization

\* Application Filing Name

**Mandatory Documents**

Move Form to Complete

Move Form to Delete

**Mandatory Documents for Submission**

Application for Federal Assistance (SF-424)

Assurances for Non-Construction Programs (SF-42)

Budget Narrative Attachment Form

Disclosure of Lobbying Activities (SF-LLL)

Other Attachments Form

Project Narrative Attachment Form

**Optional Documents**

Move Form to Submission List

Move Form to Delete

**Optional Documents for Submission**

Faith Based EEO Survey

**Instructions**



1 Enter a name for the application in the Application Filing Name field

This application can be completed in its entirety offline however you will need to login to the Grants.gov website during the submission process. You can save your application at any time by clicking the "Save" button at the top of your screen. The "Save & Submit" button will not be functional until all required data fields in the application are completed and you clicked on the "Check Package for Errors" button and confirmed all data required data fields are completed.



2 Open and complete all of the documents listed in the "Mandatory Documents" box. Complete the SF-424 form first.

It is recommended that the SF-424 form be the first form completed for the application package. Data entered on the SF-424 will populate data fields in other mandatory and optional forms and the user cannot enter data in these fields.

The forms listed in the "Mandatory Documents" box and "Optional Documents" may be predefined forms, such as SF-424 forms where a document needs to be attached such as the Project Narrative or a combination of both "Mandatory Documents" are required for this application. "Optional Documents" can be used to provide additional support for this application or may be required for specific types of grant activity. Reference the application package instructions for more information regarding "Optional Documents".

To open and complete a form, simply click on the form's name to select the item and then click on the => button. This will move the document to the appropriate "Documents for Submission" box and the form will be automatically added to your application package. To view the form, scroll down the screen or select the form name and click on the "Open Form" button to begin completing the required data fields. To remove a form/document from the "Documents for Submission" box, click the document name to select it and then click the <= button. This will return the form/document to the "Mandatory Documents" or "Optional Documents" box.

All documents listed in the "Mandatory Documents" box must be moved to the "Mandatory Documents for Submission" box. When you open a required form, the fields which must be completed are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message.



3 Click the "Save & Submit" button to submit your application to Grants.gov

Once you have properly completed all required documents and attached any required or optional documentation, save the completed application by clicking on the "Save" button.

Click on the "Check Package for Errors" button to ensure that you have completed all required data fields. Correct any errors or if none are found, save the application package.

The "Save & Submit" button will become active. Click on the "Save & Submit" button to begin the application submission process.

You will be taken to the applicant login page to enter your Grants.gov username and password. Follow all onscreen instructions for submission.

Application for Federal Assistance SF-424

Version 02

* 1 Type of Submission <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	2 Type of Application <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	If Revision select appropriate letter(s) _____ Other (Specify) _____
--	--	---

* 3 Date Received 03/08/2012	4 Applicant Identifier Clay County Mississippi
---------------------------------	---

5a Federal Entry Identifier _____	5b Federal Award Identifier _____
--------------------------------------	--------------------------------------

State Use Only

6 Date Received by State _____	7 State Application Identifier _____
-----------------------------------	---

8 APPLICANT INFORMATION

\* a Legal Name Clay County Justice Drug Court

b Employer/Taxpayer Identification Number (EIN/TIN) _____	* c. Organizational DUNS 079117719
--	---------------------------------------

d Address

\* Street1 218 West Broad Street  
Street2 \_\_\_\_\_  
\* City West Point  
County \_\_\_\_\_  
State MS Mississippi  
Province \_\_\_\_\_  
Country USA UNITED STATES  
\* Zip / Postal Code 39773

e Organizational Unit:

Department Name _____	Division Name _____
--------------------------	------------------------

f Name and contact information of person to be contacted on matters involving this application

Prefix \_\_\_\_\_ \* First Name Edward  
Middle Name \_\_\_\_\_  
Last Name Houston  
Suffix \_\_\_\_\_

Title \_\_\_\_\_

Organizational Affiliation  
\_\_\_\_\_

Telephone Number 662-494-6140 Fax Number 662-494-6141

Email edwardnhouston@yahoo.com

760  
73



**Application for Federal Assistance SF-424**

Version 02

**9 Type of Applicant 1 Select Applicant Type**

B County Government

Type of Applicant 2 Select Applicant Type

Type of Applicant 3 Select Applicant Type

\* Other (specify)

**\* 10 Name of Federal Agency**

Bureau of Justice Assistance

**11 Catalog of Federal Domestic Assistance Number**

16 585

CFDA Title

Drug Court Discretionary Grant Program

**\* 12 Funding Opportunity Number**

BJA-2012-3120

\* Title

BJA FY 12 Adult Drug Court Discretionary Grant Program

**13 Competition Identification Number**

BJA-2012-3122

Title

**14 Areas Affected by Project (Cities Counties States, etc )**

**\* 15 Descriptive Title of Applicant's Project.**

Clay County Justice Drug Court

Attach supporting documents as specified in agency instructions

Application for Federal Assistance SF-424

Version 02

16 Congressional Districts Of

\* a Applicant

b Program/Project

Attach an additional list of Program/Project Congressional Districts if needed

17 Proposed Project:

a Start Date

b End Date

18 Estimated Funding (\$)

a Federal	200 000 00
* b Applicant	0 00
* c State	0 00
* d Local	0 00
* e Other	0 00
* f Program Income	0 00
g TOTAL	200,000 00

\* 19 Is Application Subject to Review By State Under Executive Order 12372 Process?

- a This application was made available to the State under the Executive Order 12372 Process for review on
- b Program is subject to E O 12372 but has not been selected by the State for review
- c Program is not covered by E O 12372

\* 20 Is the Applicant Delinquent On Any Federal Debt? (If "Yes" provide explanation)

Yes  No

21 \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true complete and accurate to the best of my knowledge I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award I am aware that any false fictitious or fraudulent statements or claims may subject me to criminal, civil or administrative penalties (U S Code Title 218 Section 1001)

\*\* I AGREE

\*\* The list of certifications and assurances or an internet site where you may obtain this list is contained in the announcement or agency specific instructions

Authorized Representative

Prefix  First Name   
Middle Name   
Last Name   
Suffix

Title

\* Telephone Number  Fax Number

\* Email

\* Signature of Authorized Representative  Date Signed

**Application for Federal Assistance SF-424**

**Version 02**

**\* Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4 000 Try and avoid extra spaces and carriage returns to maximize the availability of space.

### ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response including time for reviewing instructions searching existing data sources gathering and maintaining the data needed and completing and reviewing the collection of information Send comments regarding the burden estimate or any other aspect of this collection of information including suggestions for reducing this burden to the Office of Management and Budget, Paperwork Reduction Project (0348-0040) Washington DC 20503

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY**

**NOTE** Certain of these assurances may not be applicable to your project or program If you have questions please contact the awarding agency Further certain Federal awarding agencies may require applicants to certify to additional assurances If such is the case you will be notified

As the duly authorized representative of the applicant, I certify that the applicant

- 1 Has the legal authority to apply for Federal assistance and the institutional managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning management and completion of the project described in this application
- 2 Will give the awarding agency the Comptroller General of the United States and if appropriate the State through any authorized representative access to and the right to examine all records books papers or documents related to the award and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives
- 3 Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain
- 4 Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency
- 5 Will comply with the Intergovernmental Personnel Act of 1970 (42 U S C §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C F R 900, Subpart F)
- 6 Will comply with all Federal statutes relating to nondiscrimination These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P L 88-352) which prohibits discrimination on the basis of race color or national origin (b) Title IX of the Education Amendments of 1972, as amended (20 U S C §§1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex (c) Section 504 of the Rehabilitation Act of 1973 as amended (29 U S C §794), which prohibits discrimination on the basis of handicaps (d) the Age Discrimination Act of 1975 as amended (42 U S C §§6101-6107) which prohibits discrimination on the basis of age (e) the Drug Abuse Office and Treatment Act of 1972 (P L 92-255) as amended relating to nondiscrimination on the basis of drug abuse (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention Treatment and Rehabilitation Act of 1970 (P L 91-616) as amended relating to nondiscrimination on the basis of alcohol abuse or alcoholism (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U S C §§290 dd-3 and 290 ee-3) as amended relating to confidentiality of alcohol and drug abuse patient records (h) Title VIII of the Civil Rights Act of 1968 (42 U S C §§3601 et seq ) as amended relating to nondiscrimination in the sale rental or financing of housing (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application
- 7 Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P L 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases
- 8 Will comply as applicable with provisions of the Hatch Act (5 U S C §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds

- 9 Will comply as applicable with the provisions of the Davis-Bacon Act (40 U S C §§276a to 276a-7) the Copeland Act (40 U S C §276c and 18 U S C §874) and the Contract Work Hours and Safety Standards Act (40 U S C §§327-333) regarding labor standards for federally-assisted construction subagreements
- 10 Will comply if applicable with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P L 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10 000 or more
- 11 Will comply with environmental standards which may be prescribed pursuant to the following (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P L 91-190) and Executive Order (EO) 11514 (b) notification of violating facilities pursuant to EO 11738 (c) protection of wetlands pursuant to EO 11990 (d) evaluation of flood hazards in floodplains in accordance with EO 11988 (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U S C §§1451 et seq ) (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955 as amended (42 U S C §§7401 et seq ) (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974 as amended (P L 93-523) and (h) protection of endangered species under the Endangered Species Act of 1973 as amended (P L 93-205)
- 12 Will comply with the Wild and Scenic Rivers Act of 1968 (16 U S C §§1271 et seq ) related to protecting components or potential components of the national wild and scenic rivers system
- 13 Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U S C §470) EO 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U S C §§469a-1 et seq )
- 14 Will comply with P L 93-348 regarding the protection of human subjects involved in research development, and related activities supported by this award of assistance
- 15 Will comply with the Laboratory Animal Welfare Act of 1966 (P L 89-544 as amended 7 U S C §§2131 et seq ) pertaining to the care handling and treatment of warm blooded animals held for research teaching or other activities supported by this award of assistance
- 16 Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U S C §§4801 et seq ) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures
- 17 Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No A-133 Audits of States Local Governments and Non-Profit Organizations
- 18 Will comply with all applicable requirements of all other Federal laws executive orders regulations and policies governing this program

* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	* TITLE
Edward Eouston	Board of Supervisors, President
* APPLICANT ORGANIZATION	* DATE SUBMITTED
Clay County Justice Drug Court	03/08/2012

Standard Form 424B (Rev 7-97) Back

**Budget Narrative File(s)**

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\* **Mandatory Budget Narrative Filename**

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To add more Budget Narrative attachments please use the attachment buttons below

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB  
0348-0046

<b>1 * Type of Federal Action</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2 * Status of Federal Action</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3 * Report Type</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<b>4 Name and Address of Reporting Entity</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: <input type="text" value="Not Applicable"/> * Street 1: <input type="text" value="N/A"/> Street 2: <input type="text" value="N/A"/> * City: <input type="text" value="N/A"/> State: <input type="text"/> Zip: <input type="text"/> Congressional District, if known: <input type="text"/>		
<b>5 If Reporting Entity in No 4 is Subawardee, Enter Name and Address of Prime</b> <div style="border: 1px solid black; height: 40px;"></div>		
<b>6 * Federal Department/Agency</b> <input type="text" value="Not Applicable"/>	<b>7 * Federal Program Name/Description</b> <input type="text" value="Drug Court Discretionary Grant Program"/> CFDA Number if applicable: <input type="text" value="16 595"/>	
<b>8 Federal Action Number, if known</b> <input type="text"/>	<b>9 Award Amount, if known</b> \$ <input type="text"/>	
<b>10 a Name and Address of Lobbying Registrant.</b> Prefix: <input type="text"/> First Name: <input type="text" value="N/A"/> Middle Name: <input type="text"/> Last Name: <input type="text" value="N/A"/> Suffix: <input type="text"/> Street 1: <input type="text"/> Street 2: <input type="text"/> City: <input type="text"/> State: <input type="text"/> Zip: <input type="text"/>		
<b>b Individual Performing Services (including address if different from No 10a)</b> Prefix: <input type="text"/> First Name: <input type="text" value="N/A"/> Middle Name: <input type="text"/> Last Name: <input type="text" value="N/A"/> Suffix: <input type="text"/> Street 1: <input type="text"/> Street 2: <input type="text"/> City: <input type="text"/> State: <input type="text"/> Zip: <input type="text"/>		
<b>11</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the bar above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: <input type="text" value="Edward Houston"/> *Name: Prefix: <input type="text"/> First Name: <input type="text" value="N/A"/> Middle Name: <input type="text"/> Last Name: <input type="text" value="N/A"/> Suffix: <input type="text"/> Title: <input type="text"/> Telephone No.: <input type="text"/> Date: <input type="text" value="03/08/2012"/>		
[REDACTED]		Authorized for Local Reproduction Standard Form LLL (Rev 7-87)

## Other Attachment File(s)

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• Mandatory Other Attachment Filename

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To add more "Other Attachment" attachments please use the attachment buttons below



## Project Narrative File(s)

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\* Mandatory Project Narrative File Filename

[Add Mandatory Project Narrative File](#)

[Delete Mandatory Project Narrative File](#)

[View Mandatory Project Narrative File](#)

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To add more Project Narrative File attachments please use the attachment buttons below

[Add Optional Project Narrative File](#)

[Delete Optional Project Narrative File](#)

[View Optional Project Narrative File](#)

# Survey on Ensuring Equal Opportunity For Applicants

OMB No 1890-0014 Exp 2/28/2009

## Purpose

The Federal government is committed to ensuring that all qualified applicants small or large non-religious or faith-based have an equal opportunity to compete for Federal funding. In order for us to better understand the population of applicants for Federal funds we are asking nonprofit private organizations (not including private universities) to fill out this survey.

Upon receipt, the survey will be separated from the application. Information provided on the survey will not be considered in any way in making funding decisions and will not be included in the Federal grants database. While your help in this data collection process is greatly appreciated, completion of this survey is voluntary.

## Instructions for Submitting the Survey

If you are applying using a hard copy application, please place the completed survey in an envelope labeled "Applicant Survey." Seal the envelope and include it along with your application package. If you are applying electronically, please submit this survey along with your application.

Applicant's (Organization) Name	Clay County Justice Drug Court
Applicant's DUNS Name	
Federal Program	BJA FY 12 Adult Drug Court Discretionary Grant Program
CFDA Number	16 585

- 1 Has the applicant ever received a grant or contract from the Federal government?
- Yes  No
- 2 Is the applicant a faith-based organization?
- Yes  No
- 3 Is the applicant a secular organization?
- Yes  No
- 4 Does the applicant have 501(c)(3) status?
- Yes  No
- 5 Is the applicant a local affiliate of a national organization?
- Yes  No
- 6 How many full-time equivalent employees does the applicant have? (Check only one box)
- 3 or Fewer  15-50  
 4-5  51-100  
 6-14  over 100
- 7 What is the size of the applicant's annual budget? (Check only one box)
- Less Than \$150,000  
 \$150,000 - \$299,999  
 \$300,000 - \$499,999  
 \$500,000 - \$999,999  
 \$1,000,000 - \$4,999,999  
 \$5,000,000 or more

# Survey Instructions on Ensuring Equal Opportunity for Applicants

OMB No 1890-0014 Exp 2/28/2009

Provide the applicant's (organization) name and DUNS number and the grant name and CFDA number

1 Self-explanatory

2 Self-identify

Self-identify

501(c)(3) status is a legal designation provided on application to the Internal Revenue Service by eligible organizations. Some grant programs may require nonprofit applicants to have 501(c)(3) status. Other grant programs do not.

5 Self-explanatory

6 For example, two part-time employees who each work half-time equal one full-time equivalent employee. If the applicant is a local affiliate of a national organization, the responses to survey questions 2 and 3 should reflect the staff and budget size of the local affiliate.

7 Annual budget means the amount of money your organization spends each year on all of its activities

## **Paperwork Burden Statement**

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this

information collection is 1890-0014. The time required

to complete this information collection is estimated to average five (5) minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection.

If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: The Agency Contact listed in this grant application package.

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NO \_\_\_\_\_

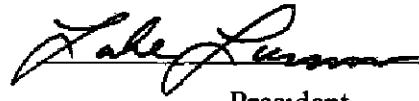
**IN THE MATTER OF AUTHORIZING THE BOARD PRESIDENT TO EXECUTE A  
CONTRACT WITH CALVERT SPRADLING ENGINEERS, INC TO PROVIDE  
PROFESSIONAL SERVICES FOR THE NRCS EMERGENCY WATER PROTECTION  
PROJECTS**

---

There came on this day for consideration the matter of authorizing the Board President to execute a contract with Calvert-Spradling Engineers, Inc to provide professional services for the NRCS Emergency Water Protection Projects

After motion by R B Davis and second by Shelton Deanes this Board doth vote unanimously to authorize the Board President to execute the said contract, attached hereto as Exhibit A

SO ORDERED, this the 5<sup>th</sup> day of March, 2012

  
\_\_\_\_\_  
President

772

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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

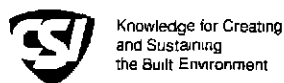
This document has been approved and endorsed by

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 March 5, 2012 ("Effective Date") between

Clay County Board of Supervisors ("Owner) and

Calvert-Spradling Engineers, Inc ("Engineer")

Owner intends to NRCS drainage projects on Line Creek, Houlika Creek, Old Vinton Road, Hopewell Road and the Montpelier area

CSE# 212019 ("Project")

Financial assistance for this Project is expected to be provided by NRCS ( 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

## 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 Concurrence* 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 \$150 000 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

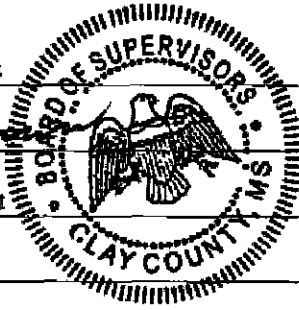
By

*Luke Lummus*

Title Luke Lummus, President

Date Signed

3/9/12



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 Box 815

West Point

MS 39773

Designated Representative (see paragraph 8 03 A)

Luke Lummus

Title President

Phone Number 662-494-3124

Facsimile Number 662-492-4059

E-Mail Address abemyl@claycounty.ms.gov

AGENCY CONCURRENCE

Agency

By (Signature)

Typed Name

Title

Date

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

**Owner's Consultant's Services**

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**PART I – 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 90calendar 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 O.

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.23 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

**Owner's Responsibilities**

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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 advisors 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 advisory 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 05 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

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

**798**

**798**

**Payments to Engineer for Services and Reimbursable Expenses**

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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 Eighty-four thousand Nine hundred Eighty-eight & no/100 dollars (\$84,988 00)
  - 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 15 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.201 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 05 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.



NO \_\_\_\_\_

**IN THE MATTER OF ADVERTISING FOR BIDS FOR CONTRACTORS ON THE  
NRCS DRAINAGE PROJECTS ON LINE CREEK, LINE CREEK AND HOULKA  
WATERSHEDS, OLD VINTON ROAD, HOPEWELL ROAD, AND BARR HILL ROAD**

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There came on this day for consideration the matter of advertising for bids for contractors on the NRCS Drainage Projects on Line Creek, Line Creek and Houlika Watersheds, Old Vinton Road, Hopewell Road, and Barr Hill Road

After motion by Lynn Horton and second by R. B. Davis this Board doth vote unanimously to advertise for bids for contractors for the NRCS Drainage Projects on Line Creek, Line Creek and Houlika Watershed, Old Vinton Road, Hopewell Road, and Barr Hill Road

SO ORDERED, this the 5<sup>th</sup> day of March, 2012

  
\_\_\_\_\_  
President

801

2012

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING THE TOMBIGBEE RIVER VALLEY  
WATER MANAGEMENT DISTRICT TO EXPEND \$40,000 FROM CLAY  
COUNTY'S PROJECTS OF LOCAL NATURE FUND (PLN)**

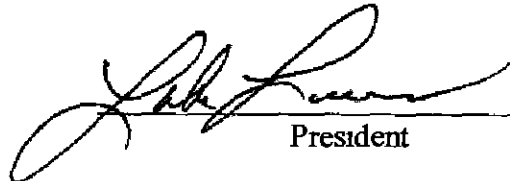
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There came on this day for consideration the matter of authorizing the Tombigbee River Valley Water Management District (TRVWMD) to expend \$ 40,000 from Clay County's Projects of Local Nature Fund

It appears to this Board that the TRVWMD has agreed to perform the work on the NRCS Line Creek Project DSR# 28010251001 and DSR# 28010251101, however, prior to the work being completed, there must be mitigation completed on the said project which will cost \$40,000. Furthermore, it appears to this Board that Clay County has approximately \$138,000 in its Projects of Local Nature Fund (PLN) at the TRVWMD which could be used to cover the \$40,000 mitigation expense incurred on the Line Creek Project

After motion by Shelton Deanes and second by Floyd McKee this Board doth vote unanimously to authorize the TRVWMD to use \$40,000 from Clay County's Project of Local Nature Fund to pay for the mitigation to be completed on the NRCS Line Creek Project

SO ORDERED, this the 5<sup>th</sup> day of March, 2012

  
\_\_\_\_\_  
President

NO \_\_\_\_\_

**IN THE MATTER OF RECESSING**

---

There came on this day for consideration the matter of recessing

After motion by Shelton Deanes and second by Lynn Horton this Board doth vote  
unanimously to recess for a short break

SO ORDERED this the 5<sup>th</sup> day of March, 2012

  
\_\_\_\_\_  
President

813

NO. \_\_\_\_\_

**IN THE MATTER OF TAKING A FIVE MINUTE RECESS**

---

There came on this day for consideration the matter of taking a five minute recess

After motion by Shelton Deanes and second by Lynn Horton this Board doth vote  
unanimously to take a five minute recess.

SO ORDERED, this the 5<sup>th</sup> day of March, 2012

  
\_\_\_\_\_  
President

804

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1. 2

NO \_\_\_\_\_

**IN THE MATTER OF APPOINTING ROBERT L CALVERT, SR AS JURY  
COMMISSIONER FOR A FOUR (4) YEAR TERM BEGINNING FEBRUARY 2012**

---

There came on this day for consideration the matter of appointing Robert L. Calvert, Sr as jury commissioner for a four (4) year term

After motion by R B Davis and second by Floyd McKee this Board doth vote unanimously to appoint Robert L Calvert, Sr as jury commissioner for Clay County Mississippi for a term of four (4) years beginning February 23, 2012

SO ORDERED this the 5<sup>th</sup> day of March, 2012



\_\_\_\_\_  
President

805 \*

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NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING TRAVEL FOR THE VETERAN'S SERVICE OFFICER TO ATTEND SERVICE OFFICER TRAINING**

---

There came on this day for consideration the matter of authorizing travel for the Veteran's Service Officer to attend Service Officer training

It appears to this Board the Veteran's Service Officer, Charles Tolliver, is requesting to attend Service Officer training in Tupelo, MS on May 9 – 10<sup>th</sup> at the Summit Center. The registration fee is \$50 along with any lodging, meal, and mileage expense incurred for the said travel.

After motion by Lynn Horton and second by Shelton Deanes this Board doth vote unanimously to authorize the said travel for the Veteran's Service Officer to attend service officer training in Tupelo, MS but only meals and mileage expenses incurred will be reimbursed by the County, no lodging expense is authorized for payment for the said travel.

SO ORDERED, this the 5<sup>th</sup> day of March, 2012



President

# State of Mississippi

VETERANS AFFAIRS REGIONAL OFFICE  
VETERANS CLAIMS DIVISION  
1600 East Woodrow Wilson Blvd Rm 116  
Jackson MS 39216  
Phone (601)364 7182  
Fax (601)364 7226



REPRESENTATIVES FOR  
AMERICAN EX PRISONERS OF WAR  
AMERICAN LEGION  
AMERICAN RED CROSS  
VETERANS OF FOREIGN WARS

## State Veterans Affairs Board

**FEBRUARY 8, 2012**

**TO COUNTY SERVICE OFFICERS**

**REFERENCE 2012 COUNTY VETERAN SERVICE OFFICER TRAINING**

I am looking forward to seeing you at the County Veteran Service Officer School (CVSO) in 2012. The Mississippi Code 35-3-21 **requires** the County Veteran Service Officers in Mississippi to attend at least one of the schools provided or approved by the State Veteran Affairs Board (SVAB). You will also be required to complete a written test before you can be certified or re-certified in 2012. There are no restrictions on the number of training sessions a CVSO can attend. I strongly recommend that New County Veteran Service Officers attend all training sessions in 2012. I also encourage and welcome all assistants who work with the CVSO to attend the training. Each person who attends the training is required to register, pay the registration fee and to sign in each day.

### SCHEDULE of the 2012 CVSO Training

- 1) May 9-10, 2012 at the Summit Center located at 852 North Gloster Street, Tupelo, MS 38802
- 2) October 10-12, 2012 at the Table 100 Conference Center, 100 Ridge Way, Flowood, MS 39232

### INFORMATION ON THE UPCOMING TRAINING IN MAY

The May 2012 County Veteran Service Officer School will be held at the Summit Center that is located at 852 North Gloster Street, Tupelo, MS. The session will begin at 12 noon Wednesday May 9, 2012 and conclude Friday May 11, 2012 at 12 noon. I have reserved a block of rooms for those who will need overnight accommodations. The Clarion Hotel is available at a cost of \$75 plus tax for a room with 2 double beds. The rate includes a complimentary hot breakfast each morning. You may also reserve a room at the Rodeway Inn which will cost \$67 plus tax for a room with king bed. These facilities are located within walking distance of the Summit Center where our classes will be conducted.

The contact phone number to make your reservation for the hotel is (662) 844-4343. Please make your reservations as soon as possible to ensure that you receive the discounted rate for the May conference / training. When reserving your room, inform the hotel that you will be attending the Mississippi Veterans Affairs Training during your stay at the hotel.

If you have questions, please feel free to contact our office.

Sincerely,

A handwritten signature in cursive script that reads "Betty Martin".

BETTY MARTIN  
CLAIMS DIVISION DIRECTOR

807

# State of Mississippi

VETERANS AFFAIRS REGIONAL OFFICE  
VETERANS CLAIMS DIVISION  
1600 East Woodrow Wilson Blvd Rm 116  
Jackson MS 39216  
Phone (601)364 7182  
Fax (601)364 7226



REPRESENTATIVES FOR  
AMERICAN EX PRISONERS OF WAR  
AMERICAN LEGION  
AMERICAN RED CROSS  
VETERANS OF FOREIGN WARS

## State Veterans Affairs Board

### County Service Officer School May 9-11, 2012

**Summit Center, 852 North Gloster Street, Tupelo, MS 38804**

#### REGISTRATION FORM

(Please complete and return this form before May 1 2012)

NAME (please print) Charles Tolliver

ADDRESS P.O. Box 1203

COUNTY- CITY Clay County - West Point

Registration Fee \$ 50 - (Make check payable to State Veterans Affairs Board)

This year the "North" Mississippi County Service Officer training school will be held in Tupelo, MS at the Summit Center. This is located at 852 North Gloster Street, Tupelo MS. The training will be conducted from Wednesday May 9 2012 (starting at 12 noon) until Friday, May 11 2012 (ending at 12 noon).

If you plan to attend the May 2012 CVSO training please return this completed form and the registration fee of \$50 before May 1 2012. Make checks payable to the Mississippi State Veterans Affairs Board.

#### RETURN THIS COMPLETED INFORMATION TO

MS STATE VETERANS AFFAIRS BOARD  
Attention - BETTY MARTIN  
1600 EAST WOODROW WILSON DRIVE ROOM 116  
JACKSON MS 39216



NO \_\_\_\_\_

**IN THE MATTER OF CONTRACTING WITH BILL PORTER TO TRANSPORT THE  
ELECTION MACHINES TO AND FROM THE VOTING PRECINCTS FOR THE  
PRIMARY ELECTION TO BE HELD MARCH 13, 2012**

---

There came on this day for consideration the matter of contracting with Bill Porter to transport the election machines to and from the voting precincts for the primary election to be held on March 13, 2012

It appears to this Board a request has been made from the Democratic Executive Committee attached hereto as "Exhibit A" to contract with Bill Porter to transport the election machines to and from the voting precincts for the primary election to be held on March 13, 2012. In the past, the Circuit Clerk has contracted with someone to transport the machines to the precincts for primary elections and in his absence, the Democratic Executive Committee is requesting for the Board to approve this contract to transport the voting machines for \$300

After motion by Lynn Horton and second by Shelton Deanes this Board doth vote unanimously to contract with Bill Porter to transport the election machines to and from the voting precincts for the primary election on March 13, 2012 and to be paid \$300 for the said transporting service

SO ORDERED, this the 5<sup>th</sup> day of March, 2012

  
\_\_\_\_\_  
President

809


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To Clay County Board of Supervisors  
From Pat Cannon  
Clay County Chapter  
Democratic Executive Committee Chairman  
Date 2/29/2012  
Re Transport Officer

---

On behalf of the Clay County Democratic Executive Committee, we hereby request that the Board of Supervisors consider contracting with Bill Porter to serve as the Transport Officer for the Primary Election to be held on Tuesday, March 13, 2012. Mr. Porter is very knowledgeable and trained on the TSX machines. In the past, Mr. Harrell has contracted with Curly Davis to serve as the Transport Officer, however, Mr. Davis has moved and is no longer living in Clay County. Mr. Porter would be responsible for the hauling and set up of all the machines at each voting precinct. Additionally, after the election, he would be responsible for the pick up and return of all the machines. The contract price for the transport service would be \$300.

We, sincerely, hope the Board would honor our request and quickly respond to our request, so that, we can get with him.

  
Chairman

M-1  
S-A

**CORRECTION/DELETION**  
of the  
**HOMESTEAD EXEMPTION APPLICATION**  
DELETION ( ) CORRECTION (X)

**FOR MSTC USE ONLY**

ENTER INFORMATION EXACTLY AS IT APPEARS ON THE ORIGINAL APPLICATION

COUNTY Clay

ACCT NO \_\_\_\_\_

YEAR 2011

NAME 1 Reid Edmond B Jr [REDACTED]  
(last name) (first name) (middle name) (social security no)

FOR A CORRECTION, ENTER ONLY THE INFORMATION TO BE CORRECTED.

FOR A DELETION, ENTER THE INFORMATION EXACTLY AS ON THE ORIGINAL APPLICATION.

MUNICIPALITY _____			SCHOOL DISTRICT <u>West Point</u>
NAME 1 <u>Reid</u> <u>Edmond</u> <u>B Jr</u> (LAST) (FIRST) (MIDDLE)	SSN <u>[REDACTED]</u>		EXEMPTION CODE NO <u>2</u> 1 Regular      4 Dr Cert 2 Over 65      5 DAV 3 Letter        6 Comb Reg & Add
NAME 2 _____ (LAST) (FIRST) (MIDDLE)	SSN _____		
ADDRESS <u>4327 Hwy 46</u> (STREET) <u>Cedar Bluff</u> <u>MS</u> <u>39741</u> (CITY) (STATE) (ZIP)			
PARCEL NUMBER(S) IF A PARCEL NUMBER IS TO BE CORRECTED DUE TO TYPOGRAPHICAL ERROR, LIST CORRECTED NUMBER BELOW 1 <u>078-07-00600 00</u> 2 _____ 3 _____ 4 _____ 5 _____			REASON FOR CORRECTION/DELETION <u>Need to add parcel #</u> <u>065-06-03400 00 to this</u> <u>homestead</u>

**AUTHORIZATION**

(FOR A CORRECTION)

Being a duly authorized agent of the State Tax Commission or of the above named County I do hereby attest to the fact that the correction of this lawfully filed Homestead Exemption Application detailed above is needed to fully comply with Section 27-33-1 et seq Mississippi Code of 1972 and the taxpayer whose name appears on said application and the Board of Supervisors of this county have been notified of this correction

SIGNED [Signature]

(FOR A DELETION)

Being the duly elected and/or acting Clerk of the Board of Supervisors for the above named county I do hereby certify that the Board of Supervisors of this county has requested and approved the DELETION of the lawfully filed Homestead Exemption Application detailed above from the Supplemental Roll of allowed exemption for this county according to Section 27-33 1 et seq Mississippi Code of 1972

Witness my signature and official seal This the 5<sup>th</sup> day of March 2012

SIGNED [Signature]

FOR MSTC USE ONLY	APPROVED _____	REJECTED _____
	Why rejected _____	

**CORRECTION/DELETION  
of the  
HOMESTEAD EXEMPTION APPLICATION**

**FOR MSTC USE ONLY**

DELETION (  )      CORRECTION (    )

ENTER INFORMATION EXACTLY AS IT APPEARS ON THE ORIGINAL APPLICATION

COUNTY Clay

ACCT NO \_\_\_\_\_

YEAR 1998

NAME 1 Vanlandingham      Lelia      S      [REDACTED]  
(last name)                      (first name)                      (middle name)                      (social security no )

FOR A CORRECTION, ENTER ONLY THE INFORMATION TO BE CORRECTED.

FOR A DELETION, ENTER THE INFORMATION EXACTLY AS ON THE ORIGINAL APPLICATION.

MUNICIPALITY _____			SCHOOL DISTRICT <u>West Point</u>
NAME 1 <u>Vanlandingham</u> <u>Lelia</u> <u>S</u> (LAST)                      (FIRSTS)                      (MIDDLE)	SSN <u>[REDACTED]</u>		
NAME 2 <u>Vanlandingham</u> <u>Hebert</u> <u>G</u> (LAST)                      (FIRSTS)                      (MIDDLE)	SSN _____		
ADDRESS <u>Rt 1 Box 122A</u> (STREET)	EXEMPTION CODE NO _____		
<u>Cedar Bluff,</u> <u>MS</u> <u>39741</u> (CITY)                      (STATE)                      (ZIP)	1 Regular      4 Dr Cert 2 Over 65      5 DAV 3 Letter      6 Comb Reg & Add		
PARCEL NUMBER(S) IF A PARCEL NUMBER IS TO BE CORRECTED DUE TO TYPOGRAPHICAL ERROR LIST CORRECTED NUMBER BELOW	REASON FOR CORRECTION/DELETION		
1 <u>079A10A0170000</u>	Delete from State System		
2 _____	_____		
3 _____	_____		
4 _____	_____		
5 _____	_____		

**AUTHORIZATION**

(FOR A CORRECTION)

Being a duly authorized agent of the State Tax Commission or of the above named County I do hereby attest to the fact that the correction of this lawfully filed Homestead Exemption Application detailed above is needed to fully comply with Section 27 33-1 et seq Mississippi Code of 1972 and the taxpayer whose name appears on said application and the Board of Supervisors of this county have been notified of this correction

**812**

SIGNED \_\_\_\_\_

(FOR A DELETION)

Being the duly elected and/or acting Clerk of the Board of Supervisors for the above named county I do hereby certify that the Board of Supervisors of this county has requested and approved the DELETION of the lawfully filed Homestead Exemption Application detailed above from the Supplemental Roll of allowed exemption for this county according to Section 27 33 1 et seq Mississippi Code of 1972

Witness my signature and official seal This the 5<sup>th</sup> day of March 20 12

SIGNED [Signature]

FOR MSTC USE ONLY	APPROVED _____	REJECTED _____
	Why rejected _____	

NO \_\_\_\_\_

**IN THE MATTER OF APPROVING PAYMENT ON APPLICATION NO 2 TO  
HENSON CONSTRUCTION CO INC ON THE DAILY TIMES LEADER  
RENOVATION PROJECT**

---

There came on this day for consideration the matter of approving payment on application No 2 to Henson Construction Co Inc on the Daily Times Leader Building Renovation Project

It appears to this Board application No 2 has been received from Henson Construction Co Inc requesting for payment in the amount of \$88,207 00 for contractor services performed on the Daily Times Leader Renovation Project

After motion by Shelton Deanes and second by Lynn Horton this Board doth vote unanimously to approve payment to Henson Construction Co Inc for application No 2 in the amount of \$88,207 00, attached hereto as "Exhibit A"

SO ORDERED, this the 5<sup>th</sup> day of March, 2012

  
\_\_\_\_\_  
President

# AIA Document G702™ – 1992

## Application and Certificate for Payment

<b>TO OWNER</b>	Clay County Board of Supervisors 205 Court St West Point, MS 39773	<b>PROJECT</b>	Daily Times Leader Building 227 Court St	<b>APPLICATION NO</b> 002	<b>Distribution to</b>
<b>FROM</b>		<b>VIA</b>		<b>PERIOD TO</b> February 24 2012	OWNER <input checked="" type="checkbox"/>
<b>CONTRACTOR</b>	Henson Construction Co Inc 715 Airport Rd West Point, MS 39773	<b>ARCHITECT</b>	Pryor & Morrow 5227 South Frontage Rd Columbus MS 39703	<b>CONTRACT FOR</b> Reneovations	ARCHITECT <input checked="" type="checkbox"/>
				<b>CONTRACT DATE</b> January 9 2012	CONTRACTOR <input checked="" type="checkbox"/>
				<b>PROJECT NOS</b> 2009162 / /	FIELD <input type="checkbox"/>
					OTHER <input type="checkbox"/>

### CONTRACTOR'S APPLICATION FOR PAYMENT

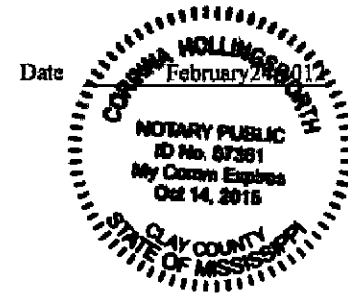
Application is made for payment as shown below in connection with the Contract AIA Document G703™, Continuation Sheet is attached

<b>1 ORIGINAL CONTRACT SUM</b>	\$	225,400
<b>2 NET CHANGE BY CHANGE ORDERS</b>	\$	0
<b>3 CONTRACT SUM TO DATE (Line 1 + 2)</b>	\$	225,400
<b>4 TOTAL COMPLETED &amp; STORED TO DATE (Column G on G703)</b>	\$	142,850
<b>5 RETAINAGE</b>		
a <u>5</u> % of Completed Work (Columns D + E on G703)	\$	6,743
b <u>5</u> % of Stored Material (Column F on G703)	\$	400
<b>Total Retainage (Lines 5a + 5b or Total in Column I of G703)</b>	\$	7,143
<b>6 TOTAL EARNED LESS RETAINAGE</b> (Line 4 minus Line 5 Total)	\$	135,707
<b>7 LESS PREVIOUS CERTIFICATES FOR PAYMENT</b> (Line 6 from prior Certificate)	\$	47,500
<b>8 CURRENT PAYMENT DUE</b>	\$	88,207
<b>9 BALANCE TO FINISH, INCLUDING RETAINAGE</b> (Line 3 minus Line 6)	\$	89,693

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
<b>TOTAL</b>	\$	\$
<b>NET CHANGES by Change Order</b>	\$	\$

The undersigned Contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due

**CONTRACTOR**  
By [Signature]  
State of Mississippi  
County of Clay  
Subscribed and sworn to before me this 24th day of February 2012  
Notary Public Conna Hollingsworth  
My commission expires Oct 14, 2015



### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief the Work has progressed as indicated the quality of the Work is in accordance with the Contract Documents, and the Contract or is entitled to payment of the AMOUNT CERTIFIED

**AMOUNT CERTIFIED** \$ 88,207.00  
(Attach explanation if amount certified differs from the amount applied Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified)

**ARCHITECT**  
By \_\_\_\_\_ Date \_\_\_\_\_

This Certificate is not negotiable The AMOUNT CERTIFIED is payable only to the Contractor named herein Issuance payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

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**Continuation Sheet**

AIA Document G702™–1992 Application and Certification for Payment or G736™–2009 Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition containing Contractor's signed certification is attached  
 In tabulations below amounts are stated to the nearest dollar  
 Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO 002  
 APPLICATION DATE 2-4-12  
 PERIOD TO  
 ARCHITECT'S PROJECT NO 209162

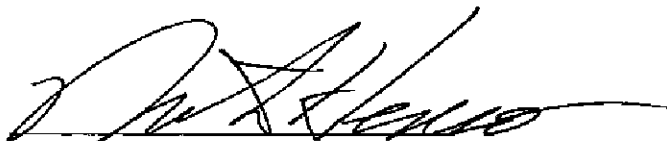
A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (if variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)		
1	General Conditions/Mobilization	24000	24000	0	0	24000	100	0	1200
2	Demolition	8500	8000	500	0	8500	100	0	425
3	Conc, Slab, Patch, Pads	12600	0	12600	0	12600	100	0	630
4	Rough Carpentry	27600	7000	19000	0	26000	94	1600	1300
5	Insulation/Soundproofing	4250	0	4250	0	4250	100	0	213
6	Drywall & Acoustical Ceilings	17470	0	9000	0	9000	52	8470	450
7	Interior Trim	17100	0		8000	8000	47	9100	400
8	Floor Covering & Base	8130	0	0	0	0	0	8130	0
9	HC Ramp	6600	0	1000	0	1000	15	5600	50
10	Electrical & Lighting	30250	0	16500	0	16500	55	13750	825
11	HVAC	30000	0	18000	0	18000	60	12000	900
12	Plumbing	16500	6000	5000	0	11000	67	5500	550
13	Ceramic Interior/Exterior	10000	0	0	0	0	0	10000	0
14	Exterior Finish	4500	0	2500	0	2500	56	2000	125
15	Clean Up	2900	1000	500	0	1500	52	1400	75
16	Latent Conditions	5000	0	0	0	0	0	5000	0
<b>GRAND TOTAL</b>		<b>225400</b>	<b>46000</b>	<b>88850</b>	<b>8000</b>	<b>142850</b>	<b>64</b>	<b>82550</b>	<b>7143</b>

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**PROJECT Nos 2009162**  
Henson Construction Co , Inc  
715 Airport Road  
West Point, MS 39773  
Phone 662-494-6131  
Fax 662-494-9359

February 24, 2012

No contract extension is needed at this time



Mike Henson

816

112

12



**PROJECT Nos 2009162**  
Henson Construction Co , Inc  
715 Airport Road  
West Point, MS 39773  
Phone 662-494-6131  
Fax 662-494-9359

DTL Schedule of Work February 24, 2012

02/24/2012	Complete All Rough Carpentry Elec Rough In Complete HVAC Rough In Complete Plumbing Stack Out Complete Wall Insulation and Sound Proofing Complete Drywall Complete Handicap Ramp Framed Exterior Primer
03/02/2012	Continue with Handicap Ramp Prime Interior Walls Hang Interior Doors Interior Trim Install HVAC Compressors
03/09/2012	Install Suspended Ceilings and Insulation Finish Interior Walls, Doors, and Trim Start Ceramic Walls and Floors Place Concrete at Handicap Ramp
03/16/2012	Finish Ceramic Baths Handrails on Handicap Ramp Tile on Handicap Ramp Install Plumbing Fixtures Install Lights and Trim Elec Install HVAC Grills and Start up Units

817

*MAG 2-24-12*

82



**BlueTarp Financial**  
 PO BOX 105525  
 Atlanta GA 30348-5525

Customer Account # 49182  
 Invoice # G29882

Carolyn Powell  
 Henson Construction  
 715 Airport Rd  
 West Point MS 39773

Invoice Details			Purchase Location	
Date	02/20/2012	Name	New Home Building Stores - Columbus	
Job Code	DAILY TIME	Address	1701 Main St	
PO #			Columbus, MS 39701	
Reference		Phone	(662) 328-4451	
Invoice Type	Sale			
Authorization #	12756802	Name	Ship To	
Terms	Standard	Address	DAILY TIMES RENO	
Due Date	03/12/2012			
Amount Due	\$7,480 45			

SKU	Description	\$/Unit	Units	Total
10599*	HENSON DTL/BIRCH 3/0 DOOR SOLID	\$89 99	15 00	1 349 85
10599A	HENSON DTL/BIRCH 2/60 DOOR SOLID	\$84 99	1 00	84 99
JDT74013	HENSON DTL/3068 LHOS 9LT WD 8' J	\$622 89	1 00	622 89
JDT74033*	HENSON TDL/ 3068 FL STL SB	\$124 00	1 00	124 00
JDT74033A	HENSON TDL/ 3068 FL STEEL	\$124 00	1 00	124 00
JDT74033B	HENSON TDL/ T-ASTRAGAL	\$89 00	1 00	89 00
JMW10582G	HENSON/#3720065 4 5'BB HINGE 3EA	\$29 99	16 00	479 84
JDT73772	HENSON/3068 FIR 9 LITE	\$299 00	1 00	299 00
JMW10582*	HENSON/3068 9-3/4' RH MH FRAME	\$259 96	1 00	259 96
JMW10582A	HENSON/3068 9-3/4" LH MH FRAME	\$259 96	1 00	259 96
JMW10582B	HENSON/3068 5-3/4' RH MH FRAME	\$159 46	5 00	797 30
JMW10582C	HENSON/3068 5-3/4' LH MH FRAME	\$159 46	2 00	318 92
JMW10582D	HENSON/3068 7-3/4' RH MH FRAME	\$206 18	4 00	824 72
JMW10582E	HENSON/3068 7-3/4' LH MH FRAME	\$206 18	3 00	618 54
JMW10582F	HENSON/LOUVER 1 75X24' X24" STEEL	\$213 74	2 00	427 48
JMW10582H	HENSON/LOUVER 1 75X24' X60" STEEL	\$400 00	2 00	800 00
1	THANK YOU FOR YOUR BUSINESS	\$0 00	1 00	00

Mail Payment To  
 BlueTarp Financial  
 PO BOX 105525  
 Atlanta GA30348-5525

Questions? Call Customer Service at (888) 321 6698, Monday Friday 7 a m to 8 p m and Saturday, 8 a m to 5 p m (ET)  
 Or visit <http://www.bluetarp.com>

Customer Account # 49182  
Invoice # G29882

SKU	Description		\$/Unit	Units	Total
				<b>Sub Total</b>	7,480.45
				<b>Sales Tax</b>	00
				<b>Invoice Total</b>	\$7,480.45

819

819

Questions? Call Customer Service at (888) 321-8888, Monday - Friday, 7 a.m. to 8 p.m. and Saturday, 8 a.m. to 5 p.m. (ET)  
Or visit <http://www.bluetarp.com>



**BlueTarp Financial**  
 PO BOX 105525  
 Atlanta, GA 30348-5525

Customer Account # 49182  
 Invoice # G29129

Carolyn Powell  
 Henson Construction  
 715 Airport Rd  
 West Point MS 39773

Invoice Details			Purchase Location	
Date	02/13/2012	Name	New Home Building Stores - Columbus	
Job Code	DAILY TIME	Address	1701 Main St	
PO #			Columbus, MS 39701	
Reference		Phone	(662) 328-4451	
Invoice Type	Sale			
Authorization #	12712530		Ship To	
Terms	Standard	Name	DAILY TIMES RENO	
Due Date	03/12/2012	Address		
Amount Due	\$856 66			

SKU	Description	\$/Unit	Units	Total
JDT74018	HENSON TDL/70 X 66 WOOD PICTURE	\$941 84	1 00	941 84
1	THANK YOU FOR YOUR BUSINESS	\$0 00	1 00	00
DEL	DELIVERY CHARGE	\$10 00	1 00	10 00
		\$95 18	-1 00	-95 18
			<b>Sub Total</b>	856 66
			<b>Sales Tax</b>	00
			<b>Invoice Total</b>	\$856 66

820

Mail Payment To  
 BlueTarp Financial  
 PO BOX 105525  
 Atlanta, GA30348-5525

Questions? Call Customer Service at (888) 321-6698 Monday Friday, 7 a m to 8 p m and Saturday, 8 a m to 5 p m (ET)  
 Or visit [http //www bluetarp com](http://www.bluetarp.com)

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**BlueTarp Financial**  
 PO BOX 105525  
 Atlanta, GA 30348-5525

Customer Account # 49182  
 Invoice # G29906

Carolyn Powell  
 Henson Construction  
 715 Airport Rd  
 West Point MS 39773

Invoice Details		Purchase Location	
Date	02/20/2012	Name	New Home Building Stores - Columbus
Job Code	DAILY TIME	Address	1701 Main St
PO #			Columbus, MS 39701
Reference		Phone	(662) 328-4451
Invoice Type	Sale		
Authorization #	12757557	Ship To	DAILY TIMES RENO
Terms	Standard	Name	
Due Date	03/12/2012	Address	
Amount Due	\$519 79		

SKU	Description	\$/Unit	Units	Total
10677	HENS(DTL)/RH 9 LITE WOOD DOOR	\$519 79	1 00	519 79
1	THANK YOU FOR YOUR BUSINESS	\$0 00	1 00	00
			<b>Sub Total</b>	519 79
			<b>Sales Tax</b>	00
			<b>Invoice Total</b>	\$519 79

Mail Payment To  
 BlueTarp Financial  
 PO BOX 105525  
 Atlanta, GA30348-5525

Questions? Call Customer Service at (888) 321-6698 Monday Friday 7 a.m to 8 p.m and Saturday 8 a.m to 5 p.m (ET)  
 Or visit [http //www bluetarp com](http://www.bluetarp.com)

## Application and Certificate for Payment

<b>TO OWNER</b>	Clay County Board of Supervisors 205 Court St West Point MS 39773	<b>PROJECT</b>	Daily Times Leader Building 227 Court St	<b>APPLICATION NO</b>	002	<b>Distribution to</b>
<b>FROM</b>		<b>VIA</b>		<b>PERIOD TO</b>	February 24 2012	OWNER <input checked="" type="checkbox"/>
<b>CONTRACTOR</b>	Henson Construction Co Inc 715 Airport Rd West Point, MS 39773	<b>ARCHITECT</b>	Pryor & Morrow 5227 South Frontage Rd Columbus MS 39703	<b>CONTRACT FOR</b>	Renovations	ARCHITECT <input checked="" type="checkbox"/>
				<b>CONTRACT DATE</b>	January 9 2012	CONTRACTOR <input checked="" type="checkbox"/>
				<b>PROJECT NOS</b>	2009162 / /	FIELD <input type="checkbox"/>
						OTHER <input type="checkbox"/>

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment as shown below in connection with the Contract AIA Document G703™, Continuation Sheet is attached

1 ORIGINAL CONTRACT SUM	\$	225,400
2 NET CHANGE BY CHANGE ORDERS	\$	0
3 CONTRACT SUM TO DATE (Line 1 ± 2)	\$	225,400
4 TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	142,850
5 RETAINAGE		
a 5% of Completed Work (Columns D + E on G703)	\$	6,743
b 5% of Stored Material (Column F on G703)	\$	400
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	7,143
6 TOTAL EARNED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$	135,707
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	47,500
8 CURRENT PAYMENT DUE	\$	88,207
9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	\$	89,693

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
<b>TOTAL</b>	\$	\$
NET CHANGES by Change Order	\$	\$

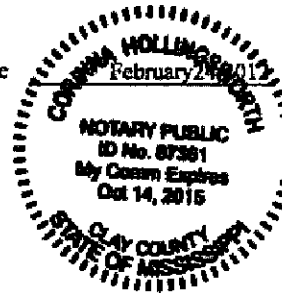
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due

#### CONTRACTOR

By [Signature] Date February 24, 2012  
State of Mississippi  
County of Clay

Subscribed and sworn to before me this 24th day of February 2012

Notary Public Conna Hollingsworth  
My commission expires Oct 14, 2015



898

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

#### AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified)

\$ 88,207.00

#### ARCHITECT

By [Signature] Date 02-27-12

This Certificate is not negotiable The AMOUNT CERTIFIED is payable only to the Contractor named herein Issuance payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

**Continuation Sheet**

AIA Document G702™-1992, Application and Certification for Payment, or G736™-2009, Project Application and Project Certificate for Payment Construction Manager as Adviser Edition, containing Contractor's signed certification is attached  
 In tabulations below amounts are stated to the nearest dollar  
 Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO 002  
 APPLICATION DATE 2-4-12  
 PERIOD TO  
 ARCHITECT'S PROJECT NO 209162

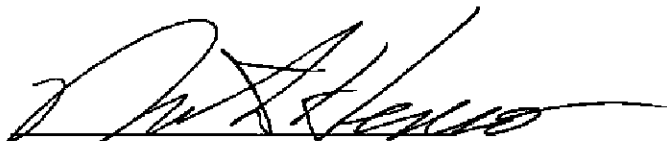
A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD		G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G - C)		
1	General Conditions/Mobilization	24000	24000	0	0	24000	100	0	1200
2	Demolition	8500	8000	500	0	8500	100	0	425
3	Conc Slab Patch, Pads	12600	0	12600	0	12600	100	0	630
4	Rough Carpentry	27600	7000	19000	0	26000	94	1600	1300
5	Insulation/Soundproofing	4250	0	4250	0	4250	100	0	213
6	Drywall & Acoustical Ceilings	17470	0	9000	0	9000	52	8470	450
7	Interior Trim	17100	0		8000	8000	47	9100	400
8	Floor Covering & Base	8130	0	0	0	0	0	8130	0
9	HC Ramp	6600	0	1000	0	1000	15	5600	50
10	Electrical & Lighting	30250	0	16500	0	16500	55	13750	825
11	HVAC	30000	0	18000	0	18000	60	12000	900
12	Plumbing	16500	6000	5000	0	11000	67	5500	550
13	Ceramic Interior/Exterior	10000	0	0	0	0	0	10000	0
14	Exterior Finish	4500	0	2500	0	2500	56	2000	125
15	Clean Up	2900	1000	500	0	1500	52	1400	75
16	Latent Conditions	5000	0	0	0	0	0	5000	0
<b>GRAND TOTAL</b>		<b>225400</b>	<b>46000</b>	<b>88850</b>	<b>8000</b>	<b>142850</b>	<b>64</b>	<b>82550</b>	<b>7143</b>

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**PROJECT Nos 2009162**  
Henson Construction Co , Inc  
715 Airport Road  
West Point, MS 39773  
Phone 662-494-6131  
Fax 662-494-9359

February 24, 2012

No contract extension is needed at this time



Mike Henson

824



05



**PROJECT Nos 2009162**  
Henson Construction Co , Inc  
715 Airport Road  
West Point, MS 39773  
Phone 662-494-6131  
Fax 662-494-9359

**DTL Schedule of Work February 24, 2012**

02/24/2012	Complete All Rough Carpentry Elec Rough In Complete HVAC Rough In Complete Plumbing Stack Out Complete Wall Insulation and Sound Proofing Complete Drywall Complete Handicap Ramp Framed Exterior Primer
03/02/2012	Continue with Handicap Ramp Prime Interior Walls Hang Interior Doors Interior Trim Install HVAC Compressors
03/09/2012	Install Suspended Ceilings and Insulation Finish Interior Walls, Doors, and Trim Start Ceramic Walls and Floors Place Concrete at Handicap Ramp
03/16/2012	Finish Ceramic Baths Handrails on Handicap Ramp Tile on Handicap Ramp Install Plumbing Fixtures Install Lights and Trim Elec Install HVAC Grills and Start up Units

825

*MA 2-24-12*

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**BlueTarp Financial**  
 PO BOX 105525  
 Atlanta, GA 30348-5525

Customer Account # 49182  
 Invoice # G29882

Carolyn Powell  
 Henson Construction  
 715 Airport Rd  
 West Point MS 39773

Invoice Details			Purchase Location	
Date	02/20/2012	Name	New Home Building Stores - Columbus	
Job Code	DAILY TIME	Address	1701 Main St	
PO #			Columbus MS 39701	
Reference		Phone	(662) 328-4451	
Invoice Type	Sale			
Authorization #	12756802			
Terms	Standard	Name	Ship To	
Due Date	03/12/2012	Address	DAILY TIMES RENO	
Amount Due	\$7,480 45			

SKU	Description	\$/Unit	Units	Total
10599*	HENSON DTL/BIRCH 3/0 DOOR SOLID	\$89 99	15 00	1 349 85
10599A	HENSON DTL/BIRCH 2/60 DOOR SOLID	\$84 99	1 00	84 99
JDT74013	HENSON DTL/3068 LHOS 9LT WD 8" J	\$622 89	1 00	622 89
JDT74033*	HENSON TDL/ 3068 FL STL SB	\$124 00	1 00	124 00
JDT74033A	HENSON TDL/ 3068 FL STEEL	\$124 00	1 00	124 00
JDT74033B	HENSON TDL/ T-ASTRAGAL	\$89 00	1 00	89 00
JMW10582G	HENSON/#3720065 4 5"BB HINGE 3EA	\$29 99	16 00	479 84
JDT73772	HENSON/3068 FIR 9 LITE	\$299 00	1 00	299 00
JMW10582*	HENSON/3068 9-3/4" RH MH FRAME	\$259 96	1 00	259 96
JMW10582A	HENSON/3068 9-3/4" LH MH FRAME	\$259 96	1 00	259 96
JMW10582B	HENSON/3068 5-3/4' RH MH FRAME	\$159 46	5 00	797 30
JMW10582C	HENSON/3068 5-3/4' LH MH FRAME	\$159 46	2 00	318 92
JMW10582D	HENSON/3068 7-3/4' RH MH FRAME	\$206 18	4 00	824 72
JMW10582E	HENSON/3068 7-3/4' LH MH FRAME	\$206 18	3 00	618 54
JMW10582F	HENSON/LOUVER 1 75X24"X24" STEEL	\$213 74	2 00	427 48
JMW10582H	HENSON/LOUVER 1 75X24 X60' STEEL	\$400 00	2 00	800 00
1	THANK YOU FOR YOUR BUSINESS	\$0 00	1 00	00

Mail Payment To  
 BlueTarp Financial  
 PO BOX 105525  
 Atlanta, GA30348-5525

Questions? Call Customer Service at (888) 321 6698 Monday Friday 7 a m to 8 p m and Saturday 8 a m to 5 p m (ET)  
 Or visit [http //www.bluetarp.com](http://www.bluetarp.com)

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Customer Account # 49182  
Invoice # G29882

SKU	Description	\$/Unit	Units	Total
			<b>Sub Total</b>	7,480 45
			<b>Sales Tax</b>	00
			<b>Invoice Total</b>	\$7 480 45

Questions? Call Customer Service at (888) 321-6696, Monday - Friday, 7 a.m. to 8 p.m. and Saturday, 8 a.m. to 5 p.m. (ET)  
Or visit <http://www.bluetarp.com>

827



**BlueTarp Financial**  
 PO BOX 105525  
 Atlanta, GA 30348-5525

Carolyn Powell  
 Henson Construction  
 715 Airport Rd  
 West Point, MS 39773

Customer Account # 49182  
 Invoice # G29129

Invoice Details			Purchase Location	
Date	02/13/2012	Name	New Home Building Stores - Columbus	
Job Code	DAILY TIME	Address	1701 Main St	
PO #			Columbus MS 39701	
Reference		Phone	(662) 328-4451	
Invoice Type	Sale			
Authorization #	12712530		Ship To	
Terms	Standard	Name	DAILY TIMES RENO	
Due Date	03/12/2012	Address		
Amount Due	\$856 66			

SKU	Description	\$/Unit	Units	Total
JDT74018	HENSON TDL/70 X 66 WOOD PICTURE	\$941 84	1 00	941 84
1	THANK YOU FOR YOUR BUSINESS	\$0 00	1 00	00
DEL	DELIVERY CHARGE	\$10 00	1 00	10 00
		\$95 18	-1 00	-95 18
			<b>Sub Total</b>	856 66
			<b>Sales Tax</b>	00
			<b>Invoice Total</b>	\$856 66

Mail Payment To  
 BlueTarp Financial  
 PO BOX 105525  
 Atlanta, GA30348-5525

Questions? Call Customer Service at (888) 321-6698, Monday - Friday, 7 a.m. to 8 p.m. and Saturday, 8 a.m. to 5 p.m. (ET)  
 Or visit <http://www.bluetarp.com>

828



**BlueTarp Financial**  
 PO BOX 105525  
 Atlanta, GA 30348-5525

Customer Account # 49182  
 Invoice # G29906

Carolyn Powell  
 Henson Construction  
 715 Airport Rd  
 West Point MS 39773

Invoice Details			Purchase Location	
Date	02/20/2012	Name	New Home Building Stores - Columbus	
Job Code	DAILY TIME	Address	1701 Main St	
PO #			Columbus MS 39701	
Reference		Phone	(662) 328-4451	
Invoice Type	Sale			
Authorization #	12757557	Name	Ship To	
Terms	Standard	Address	DAILY TIMES RENO	
Due Date	03/12/2012			
Amount Due	\$519 79			

SKU	Description	\$/Unit	Units	Total
10677	HENS(DTL)/RH 9 LITE WOOD DOOR	\$519 79	1 00	519 79
1	THANK YOU FOR YOUR BUSINESS	\$0 00	1 00	00
			<b>Sub Total</b>	519 79
			<b>Sales Tax</b>	00
			<b>Invoice Total</b>	\$519 79

829

Mail Payment To  
 BlueTarp Financial  
 PO BOX 105525  
 Atlanta, GA30348-5525

Questions? Call Customer Service at (888) 321 6696, Monday Friday 7 a.m to 8 p.m. and Saturday, 8 a.m to 5 p.m (ET)  
 Or visit <http://www.bluetarp.com>

2  
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# AIA Document G702™ – 1992

## Application and Certificate for Payment

<b>TO OWNER</b>	Clay County Board of Supervisors 205 Court St West Point, MS 39773	<b>PROJECT</b>	Daily Times Leader Building 227 Court St	<b>APPLICATION NO</b>	002	<b>Distribution to</b>	
<b>FROM</b>		<b>VIA</b>		<b>PERIOD TO</b>	February 24 2012	<b>OWNER</b>	<input checked="" type="checkbox"/>
<b>CONTRACTOR</b>	Henson Construction Co Inc 715 Airport Rd West Point, MS 39773	<b>ARCHITECT</b>	Pryor & Morrow 5227 South Frontage Rd Columbus MS 39703	<b>CONTRACT FOR</b>	Reneovations	<b>ARCHITECT</b>	<input checked="" type="checkbox"/>
				<b>CONTRACT DATE</b>	January 9, 2012	<b>CONTRACTOR</b>	<input checked="" type="checkbox"/>
				<b>PROJECT NOS</b>	2009162 / /	<b>FIELD</b>	<input type="checkbox"/>
						<b>OTHER</b>	<input type="checkbox"/>

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment as shown below in connection with the Contract AIA Document G703™ Continuation Sheet, is attached

<b>1 ORIGINAL CONTRACT SUM</b>	\$	225,400
<b>2 NET CHANGE BY CHANGE ORDERS</b>	\$	0
<b>3 CONTRACT SUM TO DATE (Line 1 ± 2)</b>	\$	225,400
<b>4 TOTAL COMPLETED &amp; STORED TO DATE (Column G on G703)</b>	\$	142,850
<b>5 RETAINAGE</b>		
a <u>5</u> % of Completed Work (Columns D + E on G703)	\$	6,743
b <u>5</u> % of Stored Material (Column F on G703)	\$	400
<b>Total Retainage (Lines 5a + 5b or Total in Column I of G703)</b>	\$	7,143
<b>6 TOTAL EARNED LESS RETAINAGE</b> (Line 4 minus Line 5 Total)	\$	135,707
<b>7 LESS PREVIOUS CERTIFICATES FOR PAYMENT</b> (Line 6 from prior Certificate)	\$	47,500
<b>8 CURRENT PAYMENT DUE</b>	\$	88,207
<b>9 BALANCE TO FINISH, INCLUDING RETAINAGE</b> (Line 3 minus Line 6)	\$	89,693

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
<b>TOTAL</b>	\$	\$
<b>NET CHANGES by Change Order</b>	\$	\$

The undersigned Contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due

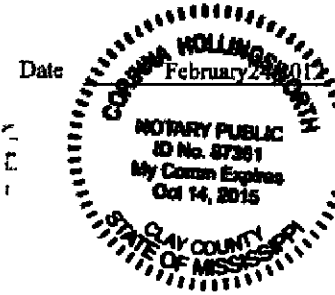
**CONTRACTOR**

By [Signature] Date February 24, 2012  
State of Mississippi

County of Clay

Subscribed and sworn to before me this 24th day of February 2012

Notary Public Corinna Hollingsworth  
My commission expires Oct 14, 2015



830

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contract or is entitled to payment of the AMOUNT CERTIFIED

**AMOUNT CERTIFIED**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified)

**ARCHITECT**

By [Signature] Date 02-27-12

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# AIA<sup>®</sup> Document G703<sup>™</sup> – 1992

## Continuation Sheet

AIA Document G702<sup>™</sup>-1992 Application and Certification for Payment, or G736<sup>™</sup>-2009 Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition containing Contractor's signed certification is attached  
 In tabulations below, amounts are stated to the nearest dollar  
 Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO 002  
 APPLICATION DATE 2-4-12  
 PERIOD TO  
 ARCHITECT'S PROJECT NO 209162


A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD		G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G - C)		
1	General Conditions/Mobilization	24000	24000	0	0	24000	100	0	1200
2	Demolition	8500	8000	500	0	8500	100	0	425
3	Conc, Slab, Patch Pads	12600	0	12600	0	12600	100	0	630
4	Rough Carpentry	27600	7000	19000	0	26000	94	1600	1300
5	Insulation/Soundproofing	4250	0	4250	0	4250	100	0	213
6	Drywall & Acoustical Ceilings	17470	0	9000	0	9000	52	8470	450
7	Interior Trim	17100	0	0	8000	8000	47	9100	400
8	Floor Covering & Base	8130	0	0	0	0	0	8130	0
9	HC Ramp	6600	0	1000	0	1000	15	5600	50
10	Electrical & Lighting	30250	0	16500	0	16500	55	13750	825
11	HVAC	30000	0	18000	0	18000	60	12000	900
12	Plumbing	16500	6000	5000	0	11000	67	5500	550
13	Ceramic Interior/Exterior	10000	0	0	0	0	0	10000	0
14	Exterior Finish	4500	0	2500	0	2500	56	2000	125
15	Clean Up	2900	1000	500	0	1500	52	1400	75
16	Latent Conditions	5000	0	0	0	0	0	5000	0
GRAND TOTAL		225400	46000	88850	8000	142850	64	82550	7143

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**PROJECT Nos 2009162**  
Henson Construction Co , Inc  
715 Airport Road  
West Point, MS 39773  
Phone 662-494-6131  
Fax 662-494-9359

February 24, 2012

No contract extension is needed at this time



Mike Henson

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-831A-



**PROJECT Nos 2009162**  
Henson Construction Co , Inc  
715 Airport Road  
West Point, MS 39773  
Phone 662-494-6131  
Fax 662-494-9359

DTL Schedule of Work February 24, 2012

02/24/2012	Complete All Rough Carpentry Elec Rough In Complete HVAC Rough In Complete Plumbing Stack Out Complete Wall Insulation and Sound Proofing Complete Drywall Complete Handicap Ramp Framed Exterior Primer
03/02/2012	Continue with Handicap Ramp Prime Interior Walls Hang Interior Doors Interior Trim Install HVAC Compressors
03/09/2012	Install Suspended Ceilings and Insulation Finish Interior Walls, Doors, and Trim Start Ceramic Walls and Floors Place Concrete at Handicap Ramp
03/16/2012	Finish Ceramic Baths Handrails on Handicap Ramp Tile on Handicap Ramp Install Plumbing Fixtures Install Lights and Trim Elec Install HVAC Grills and Start up Units

*MAJ 2-24-12*



**BlueTarp Financial**  
 PO BOX 105525  
 Atlanta, GA 30348-5525

Carolyn Powell  
 Henson Construction  
 715 Airport Rd  
 West Point MS 39773

Customer Account # 49182  
 Invoice # G29882

Invoice Details		Purchase Location	
Date	02/20/2012	Name	New Home Building Stores - Columbus
Job Code	DAILY TIME	Address	1701 Main St
PO #			Columbus, MS 39701
Reference		Phone	(662) 328-4451
Invoice Type	Sale		
Authorization #	12756802		
Terms	Standard	Name	Ship To
Due Date	03/12/2012	Address	DAILY TIMES RENO
Amount Due	\$7,480 45		

SKU	Description	\$/Unit	Units	Total
10599*	HENSON DTL/BIRCH 3/0 DOOR SOLID	\$89 99	15 00	1 349 85
10599A	HENSON DTL/BIRCH 2/60 DOOR SOLID	\$84 99	1 00	84 99
JDT74013	HENSON DTL/3068 LHOS 9LT WD 8' J	\$622 89	1 00	622 89
JDT74033*	HENSON TDL/ 3068 FL STL SB	\$124 00	1 00	124 00
JDT74033A	HENSON TDL/ 3068 FL STEEL	\$124 00	1 00	124 00
JDT74033B	HENSON TDL/ T-ASTRAGAL	\$89 00	1 00	89 00
JMW10582G	HENSON/#3720065 4 5'BB HINGE 3EA	\$29 99	16 00	479 84
JDT73772	HENSON/3068 FIR 9 LITE	\$299 00	1 00	299 00
JMW10582*	HENSON/3068 9-3/4' RH MH FRAME	\$259 96	1 00	259 96
JMW10582A	HENSON/3068 9-3/4' LH MH FRAME	\$259 96	1 00	259 96
JMW10582B	HENSON/3068 5-3/4" RH MH FRAME	\$159 46	5 00	797 30
JMW10582C	HENSON/3068 5-3/4" LH MH FRAME	\$159 46	2 00	318 92
JMW10582D	HENSON/3068 7-3/4' RH MH FRAME	\$206 18	4 00	824 72
JMW10582E	HENSON/3068 7-3/4' LH MH FRAME	\$206 18	3 00	618 54
JMW10582F	HENSON/LOUVER 1 75X24 X24" STEEL	\$213 74	2 00	427 48
JMW10582H	HENSON/LOUVER 1 75X24"X60" STEEL	\$400 00	2 00	800 00
1	THANK YOU FOR YOUR BUSINESS	\$0 00	1 00	00

Mail Payment To  
 BlueTarp Financial  
 PO BOX 105525  
 Atlanta GA30348-5525

Questions? Call Customer Service at (888) 321-6698, Monday Friday 7 a m to 8 p m and Saturday 8 a m to 5 p m (ET)  
 Or visit [http //www.bluetarp.com](http://www.bluetarp.com)

833

Customer Account # 49182  
Invoice # G29882

SKU	Description	\$/Unit	Units	Total
			<b>Sub Total</b>	7 480 45
			<b>Sales Tax</b>	00
			<b>Invoice Total</b>	\$7 480 45

Questions? Call Customer Service at (888) 321-6698, Monday - Friday, 7 a.m. to 8 p.m. and Saturday, 8 a.m. to 5 p.m. (ET)  
Or visit <http://www.bluetarp.com>

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**BlueTarp Financial**  
 PO BOX 105525  
 Atlanta GA 30348-5525

Carolyn Powell  
 Henson Construction  
 715 Airport Rd  
 West Point MS 39773

Customer Account # 49182  
 Invoice # G29129

Invoice Details			Purchase Location	
Date	02/13/2012	Name	New Home Building Stores - Columbus	
Job Code	DAILY TIME	Address	1701 Main St	
PO #			Columbus MS 39701	
Reference		Phone	(662) 328-4451	
Invoice Type	Sale			
Authorization #	12712530		Ship To	
Terms	Standard	Name	DAILY TIMES RENO	
Due Date	03/12/2012	Address		
Amount Due	\$856 66			

SKU	Description	\$/Unit	Units	Total
JDT74018	HENSON TDL/70 X 66 WOOD PICTURE	\$941 84	1 00	941 84
1	THANK YOU FOR YOUR BUSINESS	\$0 00	1 00	00
DEL	DELIVERY CHARGE	\$10 00	1 00	10 00
		\$95 18	-1 00	-95 18
			<b>Sub Total</b>	856 66
			<b>Sales Tax</b>	00
			<b>Invoice Total</b>	\$856 66

Mail Payment To  
 BlueTarp Financial  
 PO BOX 105525  
 Atlanta, GA30348-5525

Questions? Call Customer Service at (888) 321 6698 Monday Friday 7 a m to 8 p m and Saturday, 8 a m to 5 p m (ET)  
 Or visit [http //www bluetarp com](http://www.bluetarp.com)

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**BlueTarp Financial**  
 PO BOX 105525  
 Atlanta GA 30348-5525

Carolyn Powell  
 Henson Construction  
 715 Airport Rd  
 West Point MS 39773

Customer Account # 49182  
 Invoice # G29906

Invoice Details			Purchase Location	
Date	02/20/2012	Name	New Home Building Stores - Columbus	
Job Code	DAILY TIME	Address	1701 Main St	
PO #			Columbus MS 39701	
Reference		Phone	(662) 328-4451	
Invoice Type	Sale			
Authorization #	12757557	Name	Ship To	
Terms	Standard	Address	DAILY TIMES RENO	
Due Date	03/12/2012			
Amount Due	\$519 79			

SKU	Description	\$/Unit	Units	Total
10677	HENS(DTL)/RH 9 LITE WOOD DOOR	\$519 79	1 00	519 79
1	THANK YOU FOR YOUR BUSINESS	\$0 00	1 00	00
			<b>Sub Total</b>	519 79
			<b>Sales Tax</b>	00
			<b>Invoice Total</b>	\$519 79

Mail Payment To:  
 BlueTarp Financial  
 PO BOX 105525  
 Atlanta, GA30348-5525

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 Or visit [http //www.bluetarp.com](http://www.bluetarp.com)

COLUMBUS OFFICE  
P O Box 167  
5227 South Frontage Rd  
Columbus, MS 39703-0167  
Phone (662) 327-8990  
Fax (662) 327-8991



TUPELO OFFICE  
P O Box 7066  
1150 South Green St , Suite F  
Tupelo, MS 38802-7066  
Phone (662) 840-8062  
Fax (662) 840-8092

February 27, 2012

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

**RE 2009162**  
**Daily Times Leader Building**  
**West Point, Mississippi**

Dear Ms Berry,

Enclosed are three (3) certified copies of Application and Certificate for Payment No 2 in the amount of \$88,207 00 We recommend this application be processed for the amount requested

Sincerely,

---

Roger A Pryor, AIA  
Pryor & Morrow Architects and Engineers, P A

Enclosures

837

ROGER A PRYOR, AIA • JOHN C MORROW, AIA • RUD B ROBISON, JR , AIA  
www.pryor-morrow.com

377

2009162  
Daily Times Leader Building Renovation Phase II

FORM 01290-A

AFFIDAVIT CERTIFYING PAYMENT TO ALL SUBCONTRACTORS

I acknowledge that, pursuant to Miss Code Ann. 31-5-25 and H.B. 1562, Laws of 2002, I am required to submit monthly certification indicating payments to subcontractors on prior payments requests. I, the undersigned Contractor, do hereby certify that I have paid the following amounts to subcontractors for work which has been performed and incorporated into previous Applications for Payment which were issued and payment received from the Owner on the project listed below. I understand that this document must be submitted on a monthly basis after the submittal, approval, and payment of Application for Payment #1.

PROJECT NAME Daily Times Leader Building Renovation -Phase II

PROJECT NUMBER 2009162

Subcontractor Shutz Plumbing Amount 6000<sup>00</sup>

Subcontractor \_\_\_\_\_ Amount \_\_\_\_\_

(Attach additional list of subcontractors and amounts if necessary )

Contractor Name and Title \_\_\_\_\_

Contractor Certificate of Responsibility Number 707147 MC

Contractor Signature [Signature] Date 2-24-12

\*\*\*\*\*

STATE OF MISSISSIPPI

COUNTY OF Clay

SWORN AND SUBSCRIBED BEFORE ME, the undersigned notary public, this the 24<sup>th</sup> day of February, 2012

[Signature]  
NOTARY PUBLIC

My Commission Expires Oct 14, 2015



END OF FORM

NO \_\_\_\_\_

**IN THE MATTER OF APPROVING PAYMENT ON APPLICATION NO 4 TO PRYOR  
AND MORROW ARCHITECTS AND ENGINEERS FOR THE DAILY TIMES LEADER  
BUILDING**

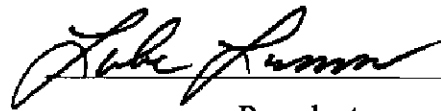
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There came on this day for consideration the matter of approving payment on application no 4 to Pryor and Morrow Architects and Engineers for the Daily Times Leader Building

It appears to this Board application no 4 has been received from Pryor and Morrow Architects and Engineers in the amount of \$70 56 on the Daily Times Leader Building Renovation Project

After motion by Shelton Deanes and second by R. B Davis this Board doth vote unanimously to approve payment of application no 4 attached hereto as "Exhibit A" in the amount of \$70 56 to Pryor and Morrow Architects

SO ORDERED, this the 5<sup>th</sup> day of March, 2012



\_\_\_\_\_  
President



**APPLICATION FOR PAYMENT Fee Basis Percentage of Construction Cost**

<b>To (Owner)</b> Clay County Board of Supervisors P O Box 815 West Point MS 39773		<b>Project Number</b> 2011113 <b>Project Name</b> 227 Court Street Reroof		<b>Application Number</b> 4 <b>Date</b> 02/21/12	
<b>From</b> Pryor & Morrow Architects and Engineers PA P O Box 167 Columbus MS 39703		<b>Contractor</b> Norman Enterprises Inc <b>Contract Amount</b> \$ 58 750 00 <b>Change Orders</b> \$ 4,250 00 <b>Total Contract Amount</b> \$ 63 000 00		<b>Fee Basis</b> 7 00% <b>Total Fee</b> \$ 4 410 00	
<b>DESIGN PHASE</b> Total Fee \$ 4 410 00  Complete thru Bid Phase ( \$4 112 50 X 80%) \$ 3 528 00  Less Previous Payments (Design Phase) \$ 3 528 00  <hr/> Subtotal Due (Design Phase) \$ -		<b>CONSTRUCTION PHASE</b> (20% of Total Fee) \$ 882 00  Percentage Complete 100 00%  \$ 882 00  Less Previous Payments (Construction Phase) \$ 811 44  <hr/> Subtotal Due (Construction Phase) \$ 70 56			
<b>REIMBURSEMENTS</b> Topographical Investigation \$ - Subsurface Investigation \$ - Asbestos Testing \$ - Geotechnical Report \$ - Other \$ - Printing \$ - <hr/> Subtotal Due (Reimbursements) \$ -		<b>ADDITIONAL SERVICES</b> Program Phase \$ - Special Study \$ - Rendering/Model \$ - Other \$ - Other \$ - <hr/> Subtotal Due (Additional Services) \$ -			
<b>PREVIOUS BALANCE</b>		\$ -			
<b>AMOUNT DUE THIS APPLICATION</b>					
Design Phase		\$			
Construction Phase		\$ 70 56			
Reimbursements		\$ -			
Additional Services		\$ -			
<b>TOTAL AMOUNT DUE</b>		\$		<b>70 56</b>	

940

I am certifying this is an ORIGINAL INVOICE and requesting payment at this time

Signature 

Name/Title Roger A. Pryor, AIA, President

NO \_\_\_\_\_

**IN THE MATTER OF AUTHORIZING PAYMENT TO RANDY JONES FOR FLOOD  
PLAIN COORDINATOR SERVICES**

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There came on this day for consideration the matter of authorizing payment to Randy Jones for Flood Plain Coordinator Services

It appears to this Board that Randy Jones has submitted an invoice in the amount of \$ 1,177 56 for Flood Plain Coordinator Services performed for Clay County

After motion by Floyd McKee and second by Shelton Deanes this Board doth vote unanimously to authorize payment to Randy Jones for Flood Plain Coordinator Services

SO ORDERED, this the 5<sup>th</sup> day of March, 2012

  
\_\_\_\_\_  
President

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6.5

**Invoice for Clay County Floodplain Administration  
 Randolph W Jones, CFM  
 February 5, 2011 – March 2, 2012**

**Clay County Board of Supervisors  
 Attn The Honorable Luke Lummus, President  
 P O Box 815  
 West Point, MS 39773**

ITEM	HOURS	*MILEAGE	TOTAL
02/06/12 Conference research travel letter John Wyatt & Martha Hollingsworth 2268 Waddell Road, Cedar Bluff MS 39741	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
02/06/12 Conference, research, travel letter Annie Amos (Adam Amos Estate) 6875 Community Center Road, West Point, MS 39773	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
02/09/12 Conference, research, travel letter Diana Harris (A.D Greenlee Estate) 7371 Billy Coleman Road, West Point, MS 39773	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
02/09/12 Conference research, travel letter Annie M. Doss & CE Willie 3350 Cally Road, West Point, MS 39773	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
02/10/12 Conference, research, travel, letter Aaron Edwards (Chuckie Edwards Estate) Barton Ferry Road, West Point, MS 39773	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
02/15/12 Conference research, travel, letter Brenda Montgomery (Robert Starks) 23426 Highway 50 West, Pheba, MS 39755	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
02/16/12 Conference research, travel, letter Dorothy Ware, 22589 Berry Road, Pheba, MS 39755	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
02/17/12 Conference research, travel, letter Thalmus R. Morgan, 1033 Hogan Street, Pheba, MS 39755	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
02/17/12 Conference research, travel, letter Georgia Mae Robinson, 1647 Railroad Road, West Point, MS 39773	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
02/17/12 Conference, research travel letter Sarah H. Jack 595 Barton Ferry Road, West Point, MS 39773	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
02/17/12 Conference, research, travel letter Henry & Zaida Brownlee 20787 Highway 46 Pheba, MS 39755	1 0 @ \$15 00=\$15 00 0 5 @ \$30 00=\$15 00	See Attachment	\$30 00
02/21/12 Conference research, travel, letter Cleophas Green, 3107 Waide Harris Road, West Point, MS 39773	1 0 @ \$15 00=\$15 00 0 5 @ \$30 00=\$15 00	See Attachment	\$30 00
02/22/12 Conference research, travel letter Shaquela Randle & Carlos Davis, 14476 Cannon Drive, West Point, MS 39773	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
02/22/12 Conference, research travel, letter Gwen Robinson, 2141 Railroad Road, West Point, MS 39773	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
02/22/12 Conference research travel, letter Lasha Guyton (Sarah Ann & Emmitt C Chandler) 246 School Bus Drive, Maben MS 39750	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
02/23/12 Conference research, travel, letter Tensa Wofford, 15160 Lake Grove Road, Praine, MS 39756	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
02/24/12 Conference research travel, letter Douglas & Gayle Griggs 3190 Lone Oak Road, West Point, MS 39773	1 0 @ \$15 00=\$15 00 0 5 @ \$30 00=\$15 00	See Attachment	\$30 00
02/28/12 Conference, research, travel letter Wilham Quinn (Jessica Tucker) 8123 Decker Road, West Point, MS 39773	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
02/28/12 Conference, research, travel, letter Paul Danratski, 4199 Highway 45A North, West point, MS 39773	1 0 @ \$15 00=\$15 00 0 5 @ \$30 00=\$15 00	See Attachment	\$30 00
02/28/12 Conference research, travel, letter Tiffany Orr (Gerard Valiant) 22849 highway 46, Mantoe, MS 39751	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
03/02/12 Conference, research travel letter Dean, La Sonya (Pats Wofford Logan) 22641 Dixie Road, Woodland, MS 39776	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
03/02/12 Conference research travel, letter Thomas Sheward 8110 Highway 45A South, Starkville, MS 39759	1 0 @ \$15 00=\$15 00 1 0 @ \$30 00=\$30 00	See Attachment	\$45 00
02/06/12 – 03/02/12 Driving time distribution copies for Board of Supervisors/Tax Assessor/Property Owners/MEMA, and prepare reports & invoice for Supervisors	5 8 @ \$15 00=\$87 00 3 0 @ \$30 00=\$90 00	176 4 @ \$0 40=\$70 56	\$247 56
<b>TOTALS</b>	<b>\$1,107.00</b>	<b>\$70.56</b>	<b>\$1,177.56</b>

<sup>1</sup> Local driving time for county floodplain administration billed at half technical/research rate. Copies of correspondence research, and letters are attached.

Respectfully Submitted



Please mail to **RWJ Consulting, LLC  
 P O Box 0284  
 West Point, Mississippi 39773**

*Thank You!*

NO \_\_\_\_\_

**IN THE MATTER OF INCREASING THE MILEAGE REIMBURSEMENT RATE FOR  
TRAVEL TO 48 CENTS PER MILE**

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There came on this day for consideration the matter of increasing the mileage reimbursement rate for travel to 48 cents per mile

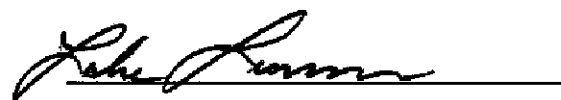
It appears to this Board that due to the increase in gasoline prices the mileage reimbursement rate needs to be increased from 40 cents per mile to 48 cents per mile beginning immediately

After motion by Floyd McKee and second by R B Davis this Board doth vote unanimously to increase the mileage reimbursement rate to 48 cents per mile

SO ORDERED, this the 5<sup>th</sup> day of March, 2012

  
\_\_\_\_\_  
President

After motion by R B Davis and second by Shelton Deanes this Board doth vote to recess until Thursday, March 8, 2012, at 9 00 a m at the Clay County Courthouse

  
\_\_\_\_\_  
President