

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
April 21, 2020**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on April 21, 2020 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Hamp Beatty and Henry Vaughn, Sr. as well as City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer. Aldermen Ben Carver, Sandra Sistrunk, David Little, Jason Walker, and Roy A'. Perkins attended telephonically or by videoconference.

Mayor Lynn Spruill called roll of the Aldermen. Having confirmed each was present, she opened the meeting with the Pledge of Allegiance followed by a moment of silence.

Mayor Lynn Spruill asked for any revisions to the Official Agenda.

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor Spruill called for any proposed changes to the agenda. There being none, the Mayor called for a motion to approve the agenda with consent items.

1. A MOTION TO APPROVE THE AGENDA WITH CONSENT ITEMS.

Alderman Beatty offered a motion, duly seconded by Alderman Vaughn, to approve the April 21, 2020 Agenda as amended. Mayor Spruill then read the consented items after which the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion carried.

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI
RECESS MEETING OF TUESDAY, APRIL 21, 2020
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

CONSENT AGENDA ITEMS ARE HIGHLIGHTED

BOARD MEMBERS WILL BE IN ATTENDANCE VIA TELEPHONE AND COMPUTER CONFERENCING DUE TO ADHERENCE TO THE GOVERNOR'S EXECUTIVE ORDER. A ROLL CALL VOTE WILL BE REQUIRED FOR EACH ACTION TAKEN BY THE BOARD.

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE APRIL 3, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE APRIL 7, 2020 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF APPOINTING KRISTEN CAMPANELLA AS THE EMERGENCY MANAGEMENT CONTACT AND COORDINATOR FOR THE CITY OF STARKVILLE.

B. CONSIDERATION OF A THIRD RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN FOR THE CONTROL OF CONTAGIOUS AND INFECTIOUS DISEASES AND FOR THE PROTECTION OF PUBLIC HEALTH AND WELFARE AND FOR RELATED PURPOSES.

C. CONSIDERATION OF ADOPTING AN INFECTIOUS DISEASE INTERNAL DEPARTMENT POLICY MANUAL FOR THE CITY OF STARKVILLE.

D. DISCUSSION AND CONSIDERATION OF THE CITY'S RESPONSE TO THE CONTINUING COVID-19 PANDEMIC.

E. CONSIDERATION OF EXTENDING THE HIRING FREEZE, SUSPENSION OF TRAVEL AND NEW EQUIPMENT PURCHASES THROUGH THE END OF THE FISCAL 2019-2020 BUDGET YEAR.

F. CONSIDERATION OF FREEZING ALL PAY INCREASES UNTIL THE END OF THE FISCAL 2019-2020 YEAR.

X. BOARD BUSINESS

- A. CONSIDERATION OF CALLING FOR THE FIRST PUBLIC HEARING TO AMEND SECTION 14.7.5(A) OF THE UNIFIED DEVELOPMENT CODE TO EXTEND THE GRACE PERIOD FOR NONCONFORMING SIGNS FOR ONE YEAR UNTIL MAY 5, 2022.
- B. CONSIDERATION OF APPOINTING KELLY PRATHER TO THE PLANNING AND ZONING COMMISSION FOR THE TERM ENDING JUNE 30, 2025.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

- a. CONSIDERATION OF PP 20-04 A REQUEST FOR PRELIMINARY PLAT APPROVAL FOR "JAX CORNER SUBDIVISION"

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

- 1. REQUEST AUTHORIZATION FOR THE MAYOR TO EXECUTE THE HIGHWAY 182/ MARTIN LUTHER KING JR. BUILD GRANT PRELIMINARY ENGINEERING SERVICES CONTRACT AND ANY OTHER REQUIRED MDOT OR FHWA CONTRACTUAL PAPERWORK.

E. FINANCE AND ADMINISTRATION

- 1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF APRIL 14, 2020 FOR FISCAL YEAR ENDING 9/30/20, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.
- 2. CONSIDERATION OF BUDGET ADMENDMENTS TO FY20 BUDGET.
- 3. ACCEPTANCE OF THE MARCH FINANCIAL STATEMENTS.

F. FIRE DEPARTMENT
THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES
THERE ARE NO ITEMS FOR THIS AGENDA

H. INFORMATION TECHNOLOGY
THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS
THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT
THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT
THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT
THERE ARE NO ITEMS FOR THIS AGENDA

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. POTENTIAL LITIGATION

B. PENDING LITIGATION

XV. OPEN SESSION

XVI. ADJOURN UNTIL MAY 5, 2020 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator, Dr. Simon Kim, at (662) 323-2525, at least forty-eight (48) hours in advance for any services requested.

Consent items 2 – 9:

2. CONSIDERATION OF THE MINUTES OF THE APRIL 3, 2020 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the April 21, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the April 3, 2020 work session of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF APPROVAL OF THE MINUTES OF THE APRIL 7, 2020 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the April 21, 2020 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the April 7, 2020 regular meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF APPOINTING KRISTEN CAMPANELLA AS THE EMERGENCY MANAGEMENT CONTACT AND COORDINATOR FOR THE CITY OF STARKVILLE.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the April 21, 2020 Official Agenda, and to accept items for consent, whereby the “approval of appointing Kristen Campanella as the City of Starkville Emergency Management Contact and Coordinator” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF A THIRD RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN FOR THE CONTROL OF CONTAGIOUS AND INFECTIOUS DISEASES AND FOR THE PROTECTION OF PUBLIC HEALTH AND WELFARE AND FOR RELATED PURPOSES.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the April 21, 2020 Official Agenda, and to accept items for consent, whereby the “approval of a Third Resolution of the Mayor and Board of Aldermen for the control of contagious and infectious diseases and for the protection of public health and welfare and for related purposes” is enumerated, this consent item is thereby approved.

See resolution on following page

6. CONSIDERATION OF CALLING FOR THE FIRST PUBLIC HEARING TO AMEND SECTION 14.7.5(A) OF THE UNIFIED DEVELOPMENT CODE TO EXTEND THE GRACE PERIOD FOR NONCONFORMING SIGNS FOR ONE YEAR UNTIL MAY 5, 2022.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the April 21, 2020 Official Agenda, and to accept items for consent, whereby the “approval of calling for the first public hearing to amend section 14.7.5(a) of the Unified Development Code to extend the grace period for nonconforming signs for one year until May 5, 2022” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF APPOINTING KELLY PRATHER TO THE PLANNING AND ZONING COMMISSION FOR THE TERM ENDING JUNE 30, 2025.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the April 21, 2020 Official Agenda, and to accept items for consent, whereby the “approval of appointing Kelly Prather as Ward 3 representative to the Planning and Zoning Commission for a term ending June 30, 2025” is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF AUTHORIZATION FOR THE MAYOR TO EXECUTE THE HIGHWAY 182 / MARTIN LUTHER KING JR. BUILD GRANT PRELIMINARY ENGINEERING SERVICES CONTRACT AND ANY OTHER REQUIRED MDOT OR FHWA CONTRACTUAL PAPERWORK.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the April 21, 2020 Official Agenda, and to accept items for consent, whereby the “approval for the Mayor to execute the Highway 182/ Martin Luther King Jr. BUILD Grant Preliminary Engineering Services Contract and any other required MDOT or FHWA contractual paperwork” is enumerated, this consent item is thereby approved.

See contract following Third Covid-19 Resolution

**THIRD RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY
OF STARKVILLE, MISSISSIPPI, FOR THE CONTROL OF CONTAGIOUS AND
INFECTIOUS DISEASES AND FOR THE PROTECTION OF PUBLIC HEALTH AND
WELFARE AND FOR RELATED PURPOSES**

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID-19 beginning on January 27, 2020; on March 11, 2020, the World Health Organization characterized COVID-19 as a pandemic; and on March 13, 2020, the President of the United States declared a nationwide state of emergency due to the coronavirus COVID-19 pandemic; and

WHEREAS, on March 14, 2020, pursuant to the Constitution of the State of Mississippi and Miss. Code Ann. §33-15-11(b)(17), Governor Tate Reeves declared a State of Emergency existed in the State of Mississippi as a result of the outbreak of COVID-19; and

WHEREAS, on March 17, 2020, the City of Starkville, through its Mayor and Board of Aldermen, adopted a Proclamation of Existence of Local Emergency due to the coronavirus COVID-19 pandemic; and

WHEREAS, on March 20, 2020, the City of Starkville, through its Mayor and Board of Aldermen ratified this Proclamation, and adopted a Resolution declaring a Civil Emergency, and for the Control of Infectious and Contagious Diseases and Related Purposes, which made certain findings and required, among other things, restaurants to close dining rooms and provide services through curbside pick-up, drive through and delivery methods only, and prohibited the use by the public of interior or exterior common dining or bar facilities; and

WHEREAS, on March 20, 2020, the Mayor and Board of Aldermen adopted an ordinance amending Chapter 1 Code of Ordinances of the City of Starkville, Mississippi – General Provisions, which specified penalties for violation of the adopted resolution; and

WHEREAS, the worldwide outbreak of COVID-19, and the effects of its extreme risk of person-to-person transmission throughout the United States, Mississippi, and the City of Starkville, impact the life and health of Starkville’s citizens, as well as the economy of Starkville; and

WHEREAS, the risk of spread of COVID-19 within Starkville continues to constitute a public emergency that may result in substantial injury or harm to life and health in Starkville; and

WHEREAS, the Centers for Disease Control (CDC) guidance for responding to COVID-19 recommends avoiding crowds as much as possible, especially for older adults and individuals with serious chronic medical conditions and Mississippi State Department of Health

has recommended avoiding social gatherings where 10 people or more may come into close contact; and

WHEREAS, on March 11, 2020, the Mississippi State Department of Health confirmed the first presumptive case of COVID-19 in Mississippi, and as of April 17, 2020, there are 3,624 presumptive and confirmed cases in Mississippi that have tested positive for COVID-19, which have resulted in 129 deaths, and additional positive tests are anticipated; and

WHEREAS, as of April 17, 2020, there are 42 presumptive and confirmed cases in Oktibbeha County that have tested positive for COVID-19, which have resulted in at least one death, and additional positive tests are anticipated; and

WHEREAS, the President's Coronavirus Guidelines for America, as promulgated by President Donald J. Trump and the CDC on March 16, 2020, called upon Americans to slow the spread of COVID-19 over a 15 day period, which was subsequently extended through April 30, 2020, by avoiding social gatherings in groups of more than 10 people, using drive-thru, pickup, or delivery options at restaurants and bars, and avoiding visitation at nursing homes, among other steps; and

WHEREAS, on March 23, 2020, Mississippi Governor Tate Reeves issued Executive Order No. 1463, as supplemented on March 26, 2020, which limited social gatherings, limited operations of restaurants, bars, and other dining establishments to essential services, and limited attendance at hospitals, nursing homes and retirement or long-term care facilities until April 17, 2020. It further established statewide continuity of operations of critical infrastructure that ensured Essential Businesses or Operations, including those identified in the Executive Order as Supplemented and in the U.S. Department of Homeland Security, Cybersecurity & Infrastructure Security Agency (CISA)'s March 19, 2020, "Memorandum on Identification of Essential Critical Infrastructure Workers During COVID-19 Response," be able to operate at such level necessary to provide essential services and functions during this COVID-19 State of Emergency; and

WHEREAS, on April 1, 2020, Governor Reeves issued Executive Order 1466 implementing a statewide "Shelter In Place" order, requiring, among other things, non-essential businesses to cease operations, closing public and private recreational facilities, restricting travel only for Essential Activities and Essential Travel as defined in the Order, and empowering local authorities to enforce the terms of the Order; and

WHEREAS, on April 17, 2020, Governor Reeves issued Executive Order 1473, which, among other things, extended the statewide "Shelter in Place" order through 8:00a.m. on April 27, 2020, amended the definition of Minimum Operations for Non-essential Businesses to allow drive-thru, curbside, and/or delivery of retail services, amended the definition of Prohibited Activities to allow beaches, state parks, state lakes, and reservoirs to re-open with

certain restrictions, and amended the definition of Essential Activities to permit recreational boating, fishing, and use of beaches with certain restrictions; and

WHEREAS, despite significant measures and recommendations, COVID-19 continues to remain a serious threat to Starkville that significantly impacts the life and health of Starkville residents, as well as the economy of Starkville; and

WHEREAS, it is necessary to take actions consistent with the Governor's Orders to protect the health, safety and welfare of Starkville residents in response to this COVID-19 State of Emergency; and

WHEREAS, the population of the City of Starkville is comprised of college students, substantial numbers of nurses, aides and support staff for physicians, employees and staff of a regional hospital and several long term care facilities, and contains significant populations of both older, at-risk individuals and individuals who travel broadly and frequently, and the City of Starkville is a location frequently visited by individuals from surrounding counties, towns, and cities; and

WHEREAS, Sections 45-17-3 and 33-15-17(d) of the Mississippi Code allows the City to proclaim local civil emergencies if it determines that a natural disaster which has caused death or injury has occurred, which the City has done; and

WHEREAS, the Mayor and Board of Aldermen continue to find that COVID-19 is a natural disaster which has caused and will continue to cause injury, illness and/or death to persons to such an extent that additional measures must be taken to protect the public health, safety, and welfare of citizens and visitors to the City of Starkville; and

WHEREAS, Miss. Code. Ann. §§ 45-17-5 and 33-15-17(d) allows the City of Starkville to order a general curfew as deemed necessary in the interest of the public health, safety and welfare of citizens and visitors to Starkville and Oktibbeha County, Mississippi; and

WHEREAS, Miss. Code Ann. §45-17-7 allows the City of Starkville after declaration of civil emergency and in the interest of the public safety and welfare to issue such orders as are necessary for the protection of life of citizens and visitors to Starkville and Oktibbeha County, Mississippi; and

WHEREAS, Miss. Code Ann. §21-19-3 allows the City of Starkville to make regulations to prevent the introduction and spread of contagious or infectious diseases; to make quarantine for this purpose and enforce the same within five miles of the corporate limits; and

WHEREAS, Miss. Code Ann. §21-19-17 allows the City of Starkville to restrict movement for public safety and allows the City of Starkville the power to make such regulation

to protect the health and lives and to enhance the general welfare of the community by restricting such movements of its citizens, or any group thereof, when there is eminent danger to the public safety because of freedom of movement thereof; and

WHEREAS, Miss. Code Ann. §21-19-29 allows the City of Starkville to regulate the entrances to public halls and buildings, and the way of ingress and egress to and from the same.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN of the City of Starkville, that the City hereby adopts the following emergency measures that shall take effect immediately and remain in effect until rescinded by the governmental authority of the City of Starkville (unless a different effective date and date for continuing effectiveness is stated in such measure(s)), to protect the public health, safety, and welfare of the community from the spread of a contagious or infectious disease and to eliminate or limit injuries or deaths that may occur in the absence of such measures:

Section 1: The City of Starkville hereby adopts the findings and regulations set forth in Executive Orders 1463 as supplemented, 1466, and 1473, as signed by Governor Tate Reeves. The City fully adopts the broad intent of those Orders, including requiring all citizens to shelter in place through 8:00a.m. on April 27, 2020, pursuant to the terms of Orders 1466 and 1473. The City further adopts the definitions of "Essential" and "Non-Essential" businesses and operations, as well as the definitions of "Prohibited Activities," "Essential Activities," and "Essential Travel," as defined and incorporated by reference in Executive Orders 1463 as supplemented, 1466, and 1473.

Section 2: All essential businesses, agencies and units of government located within the City of Starkville shall take all reasonable measures to ensure that such businesses comply with the CDC and the Mississippi Department of Health recommendations and guidance, and shall implement appropriate safeguards to prevent the spread of infectious disease, including but not limited to: mandating social distancing, sending home sick employees and actively encouraging sick employees to stay home, separating and sending home employees who appear to have respiratory illness symptoms, emphasizing work-from-home policies where possible, mandating respiratory etiquette and proper hand hygiene, maintaining clean and sanitary workplaces, cautioning employees regarding travel, and taking all such additional measures to prohibit and/or reduce the spread of infectious disease, and especially COVID-19. To the extent any business is an "Essential Business or Operation" under Executive Order 1463, such business may remain open to the public to the extent necessary to allow them to operate at such a level necessary to provide essential services and functions.

Section 3: A general curfew shall continue in the City limits of Starkville from 10:00 p.m. until 5:00 a.m. except for Essential Travel or Essential Activities as those terms are defined in the Governor's Executive Orders 1466 and 1473. This curfew remains effective through 5a.m. on April 27, 2020, to align with Executive Order 1473. If the Governor extends

the Shelter in Place contained in Executive Order 1473, this curfew shall also extend to be consistent with it. This curfew may also be amended at any time by Motion and Order of the governing authorities of the City of Starkville.

Section 4: The City may issue such other orders as are necessary for the protection of life and liberty.

Section 5: The penalties for violation of this adopted resolution shall be the same as those listed in the ordinance amending Chapter 1, Code of Ordinances of the City of Starkville, Mississippi – General Provisions, which the City of Starkville adopted on or about March 20, 2020.

Alderman Beatty moved for adoption of the Resolution, which motion was seconded by Alderman Vaguhn, said Resolution having been introduced in writing at a meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, held on April 21, 2020, which was read, considered, debated and ultimately adopted, paragraph by paragraph, section by section, then as a whole, and the question being put to a vote, the Mayor recorded the votes as follows:

Alderman Ben Carver voted:	<u>aye</u>
Alderman Sandra Sistrunk voted:	<u>aye</u>
Alderman David Little voted:	<u>aye</u>
Alderman Jason Walker voted:	<u>aye</u>
Alderman Hamp Beatty voted:	<u>aye</u>
Alderman Roy A'. Perkins voted:	<u>aye</u>
Alderman Henry Vaughn voted:	<u>aye</u>

D. Lynn Spruill
Mayor of the City of Starkville, Mississippi

Attest: Lesa Hardin
City Clerk, City of Starkville, Mississippi



D. Lynn Spruill
Mayor

THE CITY OF STARKVILLE

MAYOR'S OFFICE
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

Phone: 662-323-2525 ext. 3100

Fax: 662-324-4143

May 7, 2020

Clark Bailey, Project Manager
Kimley Horn
420 North 20th Street, Suite 2200
Birmingham, AL 35203

RE: Notice to Proceed-Project # FBLD-7113-00(004)/108418-811000
MS Highway 182/ Martin Luther King Boulevard
Revitalization BUILD Grant Project, Oktibbeha County

Dear Clark,

The Mississippi Department of Transportation has reviewed the contract for the above referenced project and concurs with our request to contract for preliminary engineering services for the above referenced project.

You are hereby noticed to proceed with this project as outlined in the attached executed contract. Any future addendums or supplemental agreements must be forwarded to MDOT for concurrence before they are executed.

If you have any questions or need additional, please feel free to let us know.

Sincerely,

D. Lynn Spruill
Mayor, Starkville

PRELIMINARY ENGINEERING SERVICES CONTRACT

Highway 182 from Long Street to Old West Point Road

Project No. FBLD-7113-00(004)/108418-811000

Oktibbeha County

This CONTRACT, is made and entered into by and between the **City of Starkville**, a body Politic of the State of Mississippi (the "LPA"), and, **Kimley-Horn and Associates, Inc** (the "CONSULTANT"), a **corporation**, duly licensed and registered to do business in the State of Mississippi, whose address for mailing is **420 20th Street North, Birmingham, AL 35233**. This CONTRACT shall be effective as of the latest date of execution below.

WITNESSETH:

WHEREAS, the LPA requires the services of a professional engineering firm for the purposes of **conceptual design phase services for the Highway 182 Corridor Revitalization Project from North Long Street to Old West Point Road in Starkville, Mississippi**. These services will include: **project coordination, environmental studies (categorical exclusion) without new ROW, field survey, conceptual design development, roadway hydraulic design, and utility relocation preliminary studies and engineering**, as provided for in **FBLD-7113-00(004)/108418-801000**, hereinafter called the "PROJECT"; and

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services as stated above, hereinafter called the "SERVICES"; and

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

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

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

ARTICLE I. GENERAL RECITALS

The CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. SERVICES provided by the CONSULTANT under this CONTRACT shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. In so doing, the CONSULTANT shall comply with all terms of this CONTRACT, including the Scope of Work and other exhibits, to the satisfaction of the LPA, which shall include any special requirements of the LPA. The CONSULTANT shall perform all SERVICES according to the terms of the CONTRACT,

including all technical specifications and according to the prevailing industry standards, including standards of conduct and care, format and content.

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

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

ARTICLE II. SCOPE OF WORK

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

ARTICLE III. CONTRACT TERM, TERMINATION

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above-named project is successfully completed to the satisfaction of the LPA (as demonstrated by the issuance of final payment) or until **December 31, 2021**, at 11:59 p.m., whichever comes first, at which time this CONTRACT shall absolutely and finally terminate.

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

ARTICLE IV. TIME OF PERFORMANCE

Time is of the essence in this CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES by the date of execution of this CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2" which, when approved by final execution of this CONTRACT, shall control the evaluation of the CONSULTANT'S progress on this PROJECT.

The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed.

ARTICLE V. RELATIONSHIP OF THE PARTIES

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

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

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

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

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a required invoice is attached as "Exhibit 4"). All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. Monthly payments will be made on the basis of a certified time record. The LPA retains the right to verify time and expense records by audit of any or all the CONSULTANT'S time and accounting records at any time during the life of this CONTRACT and up to three years thereafter.

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

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

C. Progress Reports

The CONSULTANT shall provide the LPA monthly progress reports on two documents. The first document shall be a narrative outline of work performed during the billing period for which the CONSULTANT has submitted an invoice. The second document shall be a spreadsheet that indicates the amount of progress for each designated "Part" of the Scope of Work of the CONTRACT. If a contract is for a duration of 30 days or less, the provisions of this paragraph are waived. Otherwise, waiver of the provisions of this paragraph shall only be by written consent of the LPA.

D. Record Retention

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

E. Retainage

The LPA shall retain the final 25% of the CONSULTANT'S Fixed Fees until all the deliverables have been received and found acceptable, the final payment request has been received, and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The LPA will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for payment for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims for payment, whether known or unknown, for and on account of said CONTRACT, including payment for all work done, and labor and material furnished in connection with the same. Failure to perform, to the satisfaction of the LPA, all terms of this CONTRACT, which include the Scope of Work and other exhibits, any technical specifications, and special requirements of the LPA, or the CONSULTANT'S failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the CONSULTANT without additional compensation. Neither the LPA's review, approval or acceptance of, nor payment for, the SERVICES required under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT, or of any cause of action arising out of the performance of this CONTRACT. The CONSULTANT shall be and remain liable to the LPA for all damages to the LPA caused by the CONSULTANT's negligent acts, errors and/or omissions in the performance of any of the SERVICES furnished under this CONTRACT. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation. Notwithstanding inspection and acceptance by the LPA or any provision concerning the conclusiveness thereof, the CONSULTANT represents that SERVICES performed and work product(s) provided under this CONTRACT conform (or exceed) the requirements of this CONTRACT.

The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

ARTICLE VIII. REVIEW OF WORK

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

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

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, to the satisfaction of the LPA, and shall be responsible for any negligent acts,

errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

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

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

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

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

During construction or any phase of work performed by others based on the services provide by the CONSULTANT for this CONTRACT, the CONSULTANT shall confer with the LPA when requested for the purpose of interpreting the information, clarification of any ambiguities, and/or to correct any negligent acts, error or omission without additional compensation. The CONSULTANT shall prepare any plans or data needed to correct the negligent acts, error or omission without additional compensation, even though acceptance and/or final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes once notified by the LPA so there will be a minimum of delay to the contractor.

When notified by the LPA of potential negligent acts, errors and/or omissions, during the development, construction, or any phase of the project, the CONSULTANT shall establish and maintain cost accounting records to segregate all costs associated with the evaluation and correction of any negligent acts, errors and/or omissions. All costs associated with any negligent acts, errors and/or omissions, including direct or indirect, must be borne by the CONSULTANT. If after written notice from the LPA, the CONSULTANT fails or refuses to correct any negligent acts, errors and/or omissions, the LPA may, by contract or otherwise, correct or replace with similar services and charge to the CONSULTANT the cost occasioned to the LPA thereby, or offset and withhold a sum equal to said cost to the LPA from payments on any existing contract(s) with the CONSULTANT or against any sums due the CONSULTANT under the terms of this CONTRACT or any other active contract(s).

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

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

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

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

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at MDOT's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

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

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

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should CONSULTANT cease to carry the errors and/or omissions coverage listed above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies

of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

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

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

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

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

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

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

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

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be negotiated and executed between the parties in the event that both parties agree the CONSULTANT'S compensation should be increased due to an increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

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

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

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

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

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

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

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

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

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

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for SERVICES and each party considers the products and results of the SERVICES to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property;

all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

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

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

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

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

ARTICLE XVI. PUBLICATION AND PUBLICITY

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

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

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

ARTICLE XVII. CONTRACT DISPUTES

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

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. The CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for compliance with TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. The CONSULTANT shall comply with the provisions set forth in Department of Transportation regulations, Uniform Administrative Requirements for Grants and Cooperative Agreements, 49 CFR, Part 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements (as amended) in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment

eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT

- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

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

ARTICLE XX. SEVERABILITY

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

ARTICLE XXI. ENTIRE AGREEMENT

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

ARTICLE XXII. CONFLICT OF INTEREST

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

ARTICLE XXIII. AVAILABILITY OF FUNDS

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

ARTICLE XXIV. STOP WORK ORDER

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

- (1) Cancel the stop work order; or
- (2) Terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

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

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

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

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

The CONSULTANT agrees that Key Personnel identified as assigned to phases hereunder as set forth in this CONTRACT or as established in the organizational chart of the CONSULTANT's proposal, shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties:

LPA:

For Contractual Matters:
Edward Kemp, P.E., City Engineer
City of Starkville
101 W. Main Street
Starkville, MS 39759
Phone: 662.323.2525
e.kemp@cityofstarkville.com

For Technical Matters:
Edward Kemp, P.E., City Engineer
City of Starkville
101 W. Main Street
Starkville, MS 39759
Phone: 662.323.2525
e.kemp@cityofstarkville.com

CONSULTANT:

For Contractual Matters:
Drake Danley, P.E
Kimley-Horn and Associates
6750 Poplar Avenue, STE 600
Memphis, TN 38138
Phone: 901.374.9109
drake.danley@kimley-horn.com

For Technical Matters:
Clark Bailey, P.E., Project Manager
Kimley-Horn and Associates
420 20th Street North, STE 2200
Birmingham, AL 35203
Phone: 205.558.5823
clark.bailey@kimley-horn.com

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

P.E. #16272

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

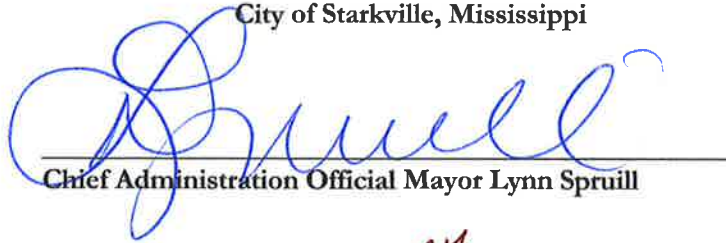
P.E. #27080

ARTICLE XXVI. AUTHORIZATION

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

WITNESS this my signature in execution hereof, this the 7th day of May, 20 20.

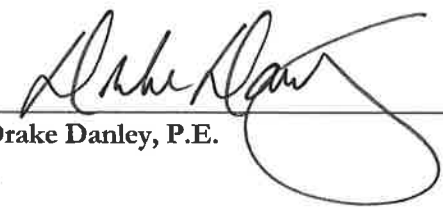
City of Starkville, Mississippi



Chief Administration Official Mayor Lynn Spruill

WITNESS this my signature in execution hereof, this the 7th day of May, 20 20.

Kimley-Horn and Associates, Inc

ATTEST:  _____


Drake Danley, P.E.

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

LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses
4. Sample Invoice
5. Notice to the CONSULTANT
6. The CONSULTANT'S Certificate Regarding Debarment, Suspension and Other Responsibility Matters
7. Certification of the LPA
8. This Exhibit was intentionally left blank
9. Prime Consultant / Contractor EEV Certification and Agreement



Certificate of Secretary

To Whom It May Concern:

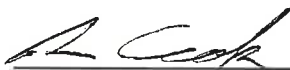
I am the duly qualified and acting Secretary of Kimley-Horn and Associates, Inc., a North Carolina Corporation.

The following is a true copy of a resolution duly adopted by the Board of Directors of the corporation at the Board meeting held on December 17, 2019 and entered in the minutes of such meeting in the minute book of the corporation.

"The Board unanimously approved the contract signing authority of employees as presented."
(Copies of the employee lists as presented are enclosed.)

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force and effect.

Dated:


Richard N. Cook, Secretary

(corporate seal)



Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
December 17, 2019

ATLANTIC

BALTIMORE

Falk, Katherine W.
Kraft, Jonathan H.

HOBOKEN

Gibson, Adam T.

NEWPORT NEWS

Collins, Carroll E.

NORTHERN VIRGINIA

Byrd, Michael N.
Carter, Erica V.
Elman, Paul D.
Giffin, Geoffrey D.
Hall, Lori A.
Kauppila, John L.
Lefton, Steven E.
Martin, Robert J.
Musson, David B.
Sauro, Thomas J.
Stevens, Ross S.
Whyte, Richard D.

PHILADELPHIA

Hughes, Paul W.

PRINCETON

Diggan, Tony W.

RICHMOND

Brewer, Brian J.
Harmon, Amanda R.
Hill, Corey
Lickliter, Ashley C.
McPeters, Brian A.
Musarra, Salvatore J.
White, Timothy E.

VIRGINIA BEACH

Chambers, Jon S.
Crum, Katie E.
France, William D.
Holland, Kimberly R.
Jucksch, Rebecca R.
Mackey, William F.
Marscheider, Edward A.
Mertig, Karl E.
Miller Edward W.
Royal, Jack R.
Votava Charles F.

WHITE PLAINS

Canning, Thomas J.
Van Hise, Kevin

CALIFORNIA

LOS ANGELES

Blume, Robert D.
Fares, Jean B.
Kerry, Nicole M.
Kyle, Gregory S

Phaneuf, Alyssa S.

OAKLAND

Akwabi, Kwasi
Dankberg, Adam J.

ORANGE

Adrian, Darren J.
Gillis, Brian R.
Matson, Jason B.
Melchor, Jason J.
Melvin, M. Pearse
Phillips, Chad E.

PLEASANTON

Dean, Felicia C.
Durrenberger, Randal R.
Mowery, Michael C.
Sowers, Brian E.

SACRAMENTO

Melvin, Enda
Pittalwala, Fareed S.
Weir, Matthew D.

SAN DIEGO

Barlow, Matthew T.
Espelet, Leonardo E.
Harry, Jennifer L.
Kaltsas, Joseph D.
Knapton, Michael J.
Landaal, Dennis J.
McCormick, Matthew B.
McWhorter, Samuel L.
Podegracz, Anthony J.
Ross, Michael S.

SAN JOSE

Hedayat, Leyla
Meyerhofer, Peter N.
Venter Frederik J.

FLORIDA

BOCA-DELRAY

Spruce, Michael D.
Webber, Jason A.

FORT LAUDERDALE

Alam, Mudassar M.
Capelli, Jill A.
Falce, Christopher T.
McWilliams, John J.
Ratay, Gary R.
Robertson, Stewart E.

FORT MEYERS

Wicks, Amy N.

JACKSONVILLE

Brenny, Martin T.
Mecca, Joseph P.
Roland, George E.

LAKELAND

Bulloch, Kelly B.
Lewis, Jason A.
Wilson, Mark E.

MIAMI

Baldo, Burt L.
Buchler, Aaron E.
Campbell, David C.
Collier, Julio A.
Fernandez, Jorge L.

OCALA

Bryant, M. Lewis
Busche, Richard V.

ORLANDO

Chau, Hao T.
Jackson, Jay R.
Martin, Jonathan A.
Mingonet, Milton S.
Thigpen, Jonathan D.
White, Wayne E.

SARASOTA

Klepper, B. Kelley
Nadeau, Gary J.
Pankonin, James R.
Schmid, Seth E.

ST. PETERSBURG

Dodge, Dawn M.

TALLAHASSEE

Barr, Richard R.
Sewell, Jon S.
Wetherell, Ryan S.

TAMPA

Gilner, Scott W.
Lee, Nathan Q.

VERO BEACH

Cave, Derrick B.
Dalton, Edward T.
Good, Brian A.
Peed, Brooks H.
Roberson, Kevin M.
Stephens, Britt L.
Thomas, Melibe S.

WEST PALM BEACH

Atz, John C.
Barnes, R. Russell
Heggen, Christopher W.
Mufleh, Marwan H.
Rapp, Bryan T.
Schanen, Kevin M.
Schwartz, Michael F.
Sumislaski, James M.
Walthall, David W.

MID-WEST

CHICAGO

DOWNTOWN

Dvorak, Jr., William E.
Marnell, Colleen L.
Morton, Jr., Arthur J.
West, Craig L.

CHICAGO

SUBURBAN

Antony, Dean M.
Heinen, Andrew N.
Sjogren, Timothy

COLUMBUS

Muller, Justin M.

INDIANAPOLIS

Butz, Jr., William A.

TWIN CITIES

Bishop, Mark C.
Coyle, Daniel J.
Danielson, Paul B.
Henderson, Benjamin J.
Horn, Jon B.
Leverett, Christopher C.
Matzek, William D.
Williamson, Sarah T.

MOUNTAIN

DENVER

Colvin, Scott W.
Krell, Gabriel M.
Phelps, Randall J.
Rowe, Curtis D.
Salvagio, Robin
Turner, Meaghan M.
Valentine, Brian W.
Wilhelm, William R.

LAS VEGAS

Ackeret, Kenneth W.
Colety, Michael D.
Moles, Richard A.

MESA

Grandy, Michael L.
Margetts, Sterling T.
Walnum, Nathan C.

PHOENIX

Conrad, John R.
Hermann, Michael J.
Kimm, Kevin J.
Kissinger, John C.
Leistiko, David J.
Mutti, Brent H.
Noon, Lisa K.
Omais, Ahmad A.
Perillo, Adam C.
Purtle, Vicki L.
Schiller, Michael G.

Smalkoski, Brian R.
Williams, Laura J.

RENO

O'Brien, Molly M.

SALT LAKE CITY

Johnson, Zachary A.

TUCSON

Crowther, Brent C.

SOUTHEAST

ALPHARETTA

Fanney, Lawson H.
Hamilton, James R.
James, Alvin B.
Walker, John D.
Webb, Floyd C.

ATLANTA

Newton, Gary T.
Rushing, Michael L.

ATLANTA MIDTOWN

Bosman, Eric S.
Fink, Kenneth L.
Johnston, Sean P.
Montanye, Emmeline F.
Ross, Robert A.
Stricklin, David L.

CHARLESTON

Guy, Jonathan R.
Hume, Robert M.

CHARLOTTE

Blakley, Jr., Stephen W.
Edwards, Matthew A.
Taylor, Benjamin S.

COLUMBIA

Iser, Christopher M.

DURHAM DOWNTOWN

Beck, Chadwick W.

MEMPHIS

Collins, James F.
Danley, Drake E.

NASHVILLE

Creasman, Brett R.
Dufour, Zachary J.
Rhodes, Christopher D.

RALEIGH

Adams, Richard C.
Balltzglier, Lindsey
Barber, Barry L.
Cook, Richard N.
Deans, Neil T.

Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
December 17, 2019

Flanagan, Tammy L.
Kuzenski, John
McEntee, David L.
Meador, Emily H.
Nuckols, Charles A.
Otto, James N.
Rohrbaugh, Richard R.
Sutter, Karl V.
Venters, Samantha

TEXAS

AUSTIN

Boecker, Brian C.
Mason, Sean R.
Van Leeuwen, Andrew

DALLAS

Hall, James R.
Harris, Mark E.
Henigsmann, Dean A.
Hoppers, Kevin P.
Nathan, Aaron W.
Smith, Eric Z.
Swindler, Roderick P.

FORT WORTH

Arnold, Scott R.
Gary, Glenn A.
James, Jeffery

FRISCO

Brignon, Brit A.
McCracken, Paul D.

HOUSTON

Frysinger, Chris V.
Guillory, Michael B.

LAS COLINAS

Ante, Louis N.
Tribble, Guy B.

SAN ANTONIO

Farnsworth, Jeffrey A.

EXHIBIT 2 SCOPE OF WORK

GENERAL REQUIREMENTS

This CONTRACT includes conceptual design phase services for the Highway 182 Corridor Revitalization Project from North Long Street to Old West Point Road in Starkville, Mississippi. The work provided in the services will include: project coordination, environmental studies (categorical exclusion) without new ROW, field survey, conceptual design development, roadway hydraulic design, and utility relocation preliminary studies and engineering. The following engineering services shall be performed by the CONSULTANT on behalf of the LPA in accordance with this CONTRACT at the direction of the LPA.

The following engineering services shall be performed by the CONSULTANT in accordance with this CONTRACT and the latest Project Development Manual (PDM) for the LPA at the time of the execution of this CONTRACT.

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

The CONSULTANT shall, if requested by MDOT or LPA, attend any meetings concerning this Project. Unless otherwise instructed by the LPA, the CONSULTANT shall comply with the current version of the following publications:

Roadway Design

- A. MDOT Roadway Design Manual, and supplemented with updated design policies as described in Design Memos located on Roadway Design Division's website;
- B. MDOT Roadway Design Standard Drawings;
- C. MDOT Roadway Design Special Design Sheets;
- D. MDOT Roadway Design CADD Manual;
- E. MDOT Survey Manual;
- F. MDOT Access Management Manual;
- G. MDOT Traffic Engineering's Typical Signing Details;
- H. MDOT Intelligent Transportation Systems Design Manual;
- I. Mississippi Standard Specifications for Road and Bridge Construction;
- J. AASHTO'S A Policy on Geometric Design of Highways and Streets;
- K. AASHTO Roadside Design Guide;
- L. AASHTO Highway Safety Manual (HSM);
- M. AASHTO Guide for the Development of Bicycle Facilities;
- N. AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities;
- O. NACTO Urban Street Design Guide;
- P. Manual on Uniform Traffic Control Devices (MUTCD); and
- Q. Any other publications listed in Exhibit 8, or as instructed by MDOT.

Bridge Design, Rating and Inspection

- A. MDOT Bridge Design Manual;
- B. MDOT Bridge Division CADD Manual;
- C. MDOT Bridge Standard Drawings;
- D. MDOT Bridge Design Memos;
- E. Mississippi Standard Specifications for Road and Bridge Construction;

- F. MDOT Bridge Safety Inspection Policy and Procedure Manual;
- G. The FHWA Recording and Coding Guide for the Structure Inventory and Appraisal of the Nation's Bridges, the FHWA Bridge Inspector's Reference Manual; and
- H. National Bridge Inspection Standards (NBIS);
- I. American Association of State Highway and Transportation Officials (AASHTO) LRFD Bridge Design Specifications;
- J. AASHTO Guide Specifications for LRFD Seismic Bridge Design;
- K. AASHTO LRFD Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals;
- L. AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges;
- M. AASHTO LRFD Movable Highway Bridge Design Specifications;
- N. AASHTO/AWS D1.5M/D1.5 Bridge Welding Code;
- O. AASHTO Guide Specification and Commentary for Vessel Collision Design of Highway Bridges;
- P. AASHTO Guide Specifications for Bridges Vulnerable to Coastal Storms;
- Q. AASHTO LRFD Bridge Construction Specifications;
- R. AASHTO Standard Specifications for Highway Bridges;
- S. AASHTO Manual for Bridge Evaluation;
- T. AASHTO Manual on Subsurface Investigations; and
- U. Any other publications listed in Exhibit 8, or as instructed by MDOT.

Hydraulic Design

- A. Mississippi Standard Specifications for Road and Bridge Construction; B. 23 CFR Parts 625, 630, and 650;
- B. 44 CFR Part 59-78;
- C. AASHTO Drainage Manual;
- D. AASHTO LRFD Bridge Design Specifications;
- E. Bridge Scour and Stream Instability Countermeasures;
- F. Federal Emergency Management Agency (FEMA) regulations;
- G. FHWA Hydraulic Engineering Circulars and other publications;
- H. FHWA publication Design of Riprap Revetment;
- I. FHWA publication Design of Roadside Channels with Flexible Linings, Hydraulic Engineering Circular No. 15 (HEC-15);
- J. FHWA publication Evaluating Scour at Bridges;
- K. FHWA publication Hydraulic Design of Energy Dissipators for Culverts and Channels, Hydraulic Engineering Circular No. 14 (HEC-14);
- L. FHWA publication Hydraulic Design of Highway Culverts, Hydraulic Design Series Number 5 (HDS-5);
- M. FHWA publication Hydraulic Design of Safe Bridges, Hydraulic Design Series Number 7 (HDS-7);
- N. FHWA Publication No. FHWA-HRT-05-072, Assessing Stream Channel Stability at Bridges in Physiographic Regions, July 2006;
- O. FHWA publication River Engineering for Highway Encroachments, Highways in the River Environment, Hydraulic Design Series Number 6 (HDS-6);
- P. FHWA publication Stream Stability at Highway Structures;
- Q. FHWA publication Urban Drainage Design Manual, Hydraulic Engineering Circular No. 22 (HEC-22);
- R. Floodplain Management Regulations for the State of Mississippi;
- S. Hydraulic Engineering Circular No. 11 (HEC-11);
- T. Hydraulic Engineering Circular No. 18 (HEC-18);
- U. Hydraulic Engineering Circular No. 20 (HEC-20);
- V. Hydraulic Engineering Circular No. 23 (HEC-23);

- W. National Flood Insurance Program regulations (NFIP);
- X. Local, state, or federal regulations as appropriate; and
- Y. Any other publications listed in Exhibit 8, or as instructed by MDOT.

TYPICAL ITEMS/MATERIALS PROVIDED BY THE LPA AND/OR MDOT

Based on availability, the LPA may provide information to the CONSULTANT including but not limited to plans and information from previous studies and projects including but not limited to environmental studies, USGS reports, traffic studies, roadway and bridge plans, bridge inspection reports, underwater inspection reports, pile records, CADD files, survey control points.

The LPA will provide a single point-of-contact for day-to-day coordination.

PRE-DESIGN MEETING

The purpose of the Pre-Design Meeting is to discuss the specific design criteria, and other matters as the MDOT, LPA and CONSULTANT deem necessary.

The CONSULTANT shall submit minutes of the Pre-Design Meeting to the LPA and MDOT within two (2) weeks after the meeting, unless instructed otherwise. The minutes shall include, but are not limited to, a list of attendees and a detailed list of all design requirements discussed in the meeting.

PROJECT COORDINATION

Throughout the project the CONSULTANT will maintain coordination activities with the LPA, MDOT and FHWA. These activities can be summarized as follows:

- Recurring coordination meetings both in-person and VIRTUAL. In these meetings, design updates will be presented along with updates on the status of the schedule, estimates for project construction costs, and discussion of current issues as well as BUILD Grant requirements and reporting tasks. It is expected that the frequency of these meetings will vary during the project from weekly to at a maximum monthly.
- On-going project team coordination. The project manager (PM) will be responsible for managing the activities of the Kimley-Horn professionals working on the project to communicate project tasks and schedules throughout the duration. The PM will also coordinate with the project subconsultants to manage their tasks and deliverables.
- MDOT LPA Monthly Status Reporting, invoicing, and general management tasks.
- LPA-100
- LPA-700/800

Since this project is funded through the B.U.I.L.D Grant program there are specific tasks that will be required by the grant recipient (LPA). The CONSULTANT will assist the LPA in meeting these requirements. They include:

- Reporting and Project Administration. The Kimley-Horn team will lead efforts to meet the reporting requirements of the Grant Agreement as specified by USDOT and FHWA. These items are specified in Article 14 and Exhibit D of the Agreement and include:
 - Initial reporting methods and guidelines set-up.
 - Required Quarterly Project Progress Reports
- Development of the Paper Grant Agreement – the paper grant agreement sets the terms of the agreement between the Grantee and the Office of Secretary of Transportation (OST). As part of this task the CONSULTANT will assist the LPA in development of articles 1-7 of this agreement along with Appendices which will describe the project details, budget, schedule and performance measures that will guide the project through completion.
- Development of White Paper – since the project was not awarded the full amount requested in the

grant application, scope modifications from the original application will need to be made. The purpose of this task is to take the information learned during this phase of the project and justify the why certain scope items are being removed from the project and how these were not anticipated in the application process. This is an important part of the BUILD process to help ensure projects are awarded on a merit bases. During this task the CONSULTANT will assist the LPA in development of the White Paper and submission to FHWA and ultimately OST.

ENVIRONMENTAL STUDIES (CATEGORICAL EXCLUSION) WITHOUT NEW ROW*

*New ROW includes donated ROW and permanent easements. New ROW does not include temporary easements.

The CONSULTANT will perform various Engineering and Environmental studies necessary to prepare a Categorical Exclusion, in accordance with the US Department of Transportation, Federal Highway Administration Technical Advisory T 6640.8A, Guidance for Preparing and Processing Environmental Documents and Section 4 (F) Documents; Federal-Aid Policy Guide 23 CFR 770, 771, 772, and 777 at the time this CONTRACT is executed; and MDOT Project Development/Environmental Documentation, S.O.P. No. ENV-02-01-00-000 and other related Federal and State regulations, laws and/or procedures that may be in effect at the time this CONTRACT is executed.

The additional environmental studies listed below are required due to the presence of historical districts/structures, environmental site assessment (hazardous materials assessment), wetlands/waters, and stream impacts (especially 303 D Listed streams) within existing ROW.

Environmental Site Assessments (Hazardous Materials Assessment)

The CONSULTANT shall inspect the entire project for potential sources of contamination. For those sites identified as potentially contaminated, the CONSULTANT shall conduct an Environmental Site Assessment to identify any potential risk associated with the property. All assessments shall be conducted in accordance with the Mississippi Department of Environmental Quality, United States Environmental Protection Agency, Local, State, and Federal regulations. Upon completion of field activities and receipt of laboratory results, the CONSULTANT shall provide a summary report of the assessment activities. This report shall include, but is not limited to, the following:

- 1. Introduction**
 - a. Name of the property owner and contact information
 - b. Operator information, if different from owner
 - c. Deviations from the approved scope of work
 - d. Authorization
 - e. MDOT project information
 - f. Date of field activities
- 2. Background**
 - a. Site Location and Setting
 - i. Describe location and setting
 - ii. Discuss any visual signs of environmental impacts
 - iii. Describe any potential off-site sources of potential environmental impacts
 - b. Site Description and History
 - i. Discuss the past, current and proposed use of the site
 - ii. Discuss any underground storage tanks that may be present, include size, location, age, product stored, location of lines and dispenser
 - iii. Discuss any previous assessment that may have been performed for the site
 - iv. Discuss any past releases at the site
- 3. Site Characteristics**
 - a. Site Topography
 - i. Section, Township, Range, latitude-longitude and elevation (relative to the National Geodetic Vertical Datum (NGVD))

- ii. Describe proximity of site to sensitive receptors (lakes, creeks, water wells, etc.) located within a one-mile radius of the site
- iii. Describe the topography of the site
- b. Hydrogeologic Setting
 - i. Discuss the general geology of the site including all formations between the base of fresh water and the surface
 - ii. Discuss the hydrologic regime
 - iii. Discuss the potential for contamination to impact an aquifer, or nearby sensitive receptors
- c. Area Water Wells
 - i. Provide an area water well survey for all wells located within a one-mile radius of the site (wells should also be plotted on a scaled area map)
 - ii. Discuss wells located within ¼ mile radius of the site. Provide the type of well (public, private, industrial, etc.), the year of installation, the total depth, the screened interval, the aquifer in which it is screened and verify if the well is in use, or not
 - iii. List the possible wells that could be affected by contamination, if present
- d. Field Screening of any Utility Openings
 - i. Discuss the vapor readings of any utility manhole uncovered or storm drain openings
 - ii. State the type of meter used and the latest calibration date
 - iii. State the depth meter was lowered into the opening along with any other pertinent information.

4. Soil Investigation

- a. Soil Exploration, Sampling, and Field Testing
 - i. Discuss the number of boring installed, depths of each boring and if groundwater was encountered
 - ii. Discuss whether hydrocarbon odors or a sheen was encountered during drilling
 - iii. Discuss any unusual conditions or complications encountered during drilling
 - iv. Present the field data collected from the borings in tabular form as shown below:

Sampling Date	Borehole/MW	Sampling Interval	PID/FID Readings (ppm)
01/01/2014	SB-1	4'-6'	125
		6'-8'	978*
		8'-10'	004

* Submitted for laboratory analysis

- b. Extent of Soil Contamination
 - i. Discuss the lithological characteristics of the soils encountered during drilling
 - ii. Discuss the horizontal and vertical extent of soil contamination and whether the soil contamination has been defined. If additional soil borings are necessary, provide justification and locate proposed soil borings on map (refer to Figure 8)
 - iii. Discuss potential impacts to surrounding properties
 - iv. Estimate the volume (cubic yards) of contaminated soil above regulatory limits
 - v. Present the results of any Quality Assurance/Quality Control (QA/QC) measures and discuss whether they meet allowable QA/QC standards
 - vi. Provide laboratory analytical results in a data table to be inserted behind the recommendations of the report

5. Groundwater Investigation

- #### a. Monitoring Well Installation

- i. Discuss which borings were converted to monitoring wells and why
 - ii. Discuss whether pre-existing wells (leak detection wells, water supply wells, wells from previous assessments, etc.) are located at the facility and if so how many
 - iii. If certain monitoring wells were not sampled, discuss why (i.e., free product, no water, etc.)
 - iv. State whether groundwater and/or free product intersect the screened interval of the monitoring well. If not, discuss why
 - b. Extent of Groundwater Contamination
 - i. Discuss the potentiometric surface, flow direction and gradient
 - ii. Discuss any anomalies in the flow regime
 - iii. Discuss if free product is present on the water table. If so, discuss the areal extent and product thickness, and indicate on map
 - iv. Discuss the potential of contamination impacting sensitive receptors and/or adjacent properties
 - v. Discuss whether groundwater contamination has been defined. If additional monitoring wells are necessary, provide justification and locate proposed monitoring wells on map
 - vi. Present and discuss the results of the quality control blanks and duplicates and state whether or not they meet quality control criteria
 - vii. Provide in tabular form the analytical results of the groundwater samples
- 6. Findings and Recommendations**
- a. Summarize any contamination discovered during this assessment
 - b. Discuss in detail your recommendations for any future site activities, if any are recommended.

7. Tables

The Reports shall contain the following tables, at a minimum:

- a. Table I – Summary of Soil Sampling Analysis
- b. Table II – Summary of Groundwater Sampling Analysis

All tables should note if the concentrations exceed the regulatory limits for the constituent of concern

8. Figures

The Report shall contain these applicable figures:

- a. Area/Vicinity Map – Indicate the subject property in relation to the surrounding area and plot all wells and sensitive receptors located within a one-mile radius.
- b. Surrounding Area Map (Approximate 500-foot radius surrounding the site) – Indicate potential source of contamination, environmental receptors, names of roads, utility openings, and adjacent properties and their use.
- c. Site Map – Map shall indicate the location of any fences, retaining walls, above ground and underground utilities, property lines, above ground tanks, underground tanks, dispensers, buildings, borings locations, and monitoring wells.
- d. Contaminated Soil Contour Map (one per constituent above regulatory limits) – Maps shall include soil boring locations, building locations, any source of contamination. Sampling location shall indicate laboratory results, PID/FID readings, and sample depth.
- e. A Fence Diagram or Cross-Sectional Map – Map shall include lithology and hydrologic data, water levels and screened intervals of monitoring wells.
- f. Groundwater Elevation Contour Map – Map shall include all monitoring well locations, groundwater contours, groundwater elevations plotted at each well and arrows

indicating groundwater flow direction.

- g. Groundwater Constituent Contour Map (one per constituent above regulatory limits) – Maps shall include monitoring well locations, building locations, any source of contamination. Laboratory analytical results shall be plotted adjacent to the sampling location.
- h. Further Action Map – Map shall indicate recommendations for proposed future borings and or monitoring wells, or areas of excavation.

9. Appendices shall include the following:

- a. Boring Logs – Boring Logs should note the presence of odors or staining, location of water bearing zones, PID/FID readings, soil descriptors and soil saturations;
- b. Well Construction Diagrams;
- c. Laboratory Analytical Report, including Chain of Custody;
- d. Photo Documentation

WETLANDS/WATERS DELINEATION AND REPORTING REQUIREMENTS

The CONSULTANT shall successfully complete and submit a field delineation report (Assessment Report) directly and completely following the MDOT Wetlands and Other Waters Assessment Report template and following regulatory protocol. Wetlands and Other Waters potentially falling under the jurisdiction of the US. Army Corps of Engineers (USACE) and falling partially or wholly within the project boundaries identified in the Work Assignment or which may be affected by the project shall be identified and reported.

Documentation of Wetlands shall adhere to the following requirements:

- A. Wetlands shall be identified using the routine method set forth in the Corps of Engineers' 1987 manual, as revised;
- B. The 2012 Interim Regional Supplemental Guidance to the USACE 1987 Wetland Delineation Manual and corresponding Supplemental Wetland Delineation Forms shall be used, as revised;
- C. Wetlands shall be classified utilizing U.S. Fish and Wildlife Service's Classification of Wetlands and Deepwater Habitats of the United States, 1979, as revised;
- D. Wetlands shall be mapped on aerial photos and United States Geological Survey quadrangle maps and the extent and type of each shall be reported.

Documentation of Other Waters shall adhere to the following requirements:

- A. Other Waters shall be identified with an assessment of their current physical and functional characteristics and all geospatial coordinates of each shall be provided;
- B. All conveyance systems displaying bed and bank characteristics and/or Ordinary High Water Marks shall be documented and classified using the Channel Assessment Field Datasheet provided by MDOT;
- C. Any other water bodies present shall be documented (e.g., ponds, lakes, etc.).

In addition to the Assessment Report, using the project plan files provided by MDOT, digital files depicting all wetland perimeters, channel reaches, and/or other water body perimeters within the project area shall be submitted in the following formats:

- A. Properly geo-projected shape (SHP) and/or design (DGN) files using Mississippi State Plane (East or West);
- B. KMZ or KML.

NOTE: If submitting shape files, the project area and each feature must be submitted in separate files. (i.e. There must be separate project area, wetland, channel, and other water body files if the project area contained each of these features.) SHP file polygons shall not contain fill.

The CONSULTANT shall provide the MDOT Project Manager or his designee with a preliminary draft of the Assessment Report, the shape/design files, and the KMZ or KML file for review and comment. The CONSULTANT shall then address all comments and electronically submit the final Assessment Report in PDF and editable Word formats, the final shape/design files, and the final KMZ or KML file. If requested by the MDOT Project Manager or his designee, hard copies and/or CDs of the final report and associated files shall also be submitted.

Files must meet the following naming schemes:

- A. Assessment Report: Name must contain "Draft-W-OW-Rpt_XXXXX-XXX" or "Final-W-OW-Rpt_XXXXX-XXX" in this exact scheme where X indicates the Construction FMS number. e.g., "Final-W-OW-Rpt_123456-301". If the project covers multiple FMS number details, the first three digits of each additional detail shall be listed (e.g., "Final-W-OW-Rpt_123456-301-302-303");
- B. SHP and/or DGN files: Names must clearly indicate contents of file (e.g., "scrub-shrub_wetlands.shp", "emergent_wetlands.shp", "wetlands.dgn");
- C. KMZ or KML files: Name must contain "W-OW_XXXXX-XXX" where X indicates the Construction FMS number. For example, "W-OW_123456-301". If the project covers multiple FMS number details, the first three digits of each additional detail shall be listed (e.g., "W-OW_123456-301-302-303").

If requested by the MDOT Project Manager or his designee, the CONSULTANT shall complete any coordination functions associated with Wetlands and Other Waters.

FIELD SURVEY

The CONSULTANT will survey the length of the project for the entire width of the ROW utilizing standard surveying practices as required for plan development, in accordance with the current MDOT Design Manual. The work shall be performed in accordance with the current MDOT Survey Manual, unless specifically accepted, and with any additional instructions or requests as specified by the LPA, including the following:

Centerline Survey and Control

- A) Document "good faith" efforts to notify the property owners prior to entering upon the property for survey purposes;
- B) Establish horizontal and vertical control, intermediate control and centerline in accordance with the MDOT Survey Manual;
- C) Perform hydraulic survey for existing and proposed structures, according to the MDOT Survey Manual;
- D) Perform complete topographic survey along proposed centerline in accordance with the MDOT Survey Manual;
- E) The CONSULTANT will be required to establish the existing right-of-way lines of roadways within the project limits. Property lines shall be determined using, in the CONSULTANT'S opinion, the current vesting deed(s) for any one particular parcel or tract of land researched from courthouse records. A PRELIMINARY PROPERTY MAP shall be developed as a result of the CONSULTANT'S field and courthouse research. The preliminary property map shall be utilized as a reference only to the status of property lines and ownership. Furthermore, the preliminary property map should not be used to prepare documents for the conveyance of real property for any purpose:
 - 1) A detailed and diligent search and collection of property corners, ROW markers, and

- property line evidence shall be conducted on all parcels in or connecting to the limits of the project;
- 2) Existing highway ROW, local road ROW, railroad ROW, and utility ROW that fall within the topographic limits of the project shall be collected;
 - 3) Each land parcel boundary in or connecting to the limits of the project shall be drawn and the boundary lines delineated as; from evidence or deed. Each individual parcel to be labeled with the following: owner name and tax parcel number. All General Land Office (GLO) lines intersecting the project labeled with appropriate Section, Township, and Range information. Lot and block or tract numbers of property and adjoining lots of Subdivisions;
 - 4) All corners and evidence found shall be shown. No ROW markers or property corners symbology shall be shown unless they are collected in the field;
 - 5) Any distances or bearings shown on this drawing shall be grid;
 - 6) North arrow.
- F) Any local road to be relocated on the project will be submitted to the LPA for approval. A site visit by the appropriate representatives of the LPA and/or MDOT will be made with the CONSULTANT to review the proposed relocations. The approved relocations will then be staked and cross-sections developed by one of the methods outlined in the MDOT Survey Manual;
- G) In the case of any discrepancy or ambiguity between the MDOT Survey Manual, the Mississippi Board's "Standards of Practice" or specifications listed within this CONTRACT the CONSULTANT shall adhere to the most stringent requirement for the specific task in question, unless otherwise directed in writing by a representative of the MDOT authorized to make alterations to this CONTRACT;
- H) Mississippi One Call (and other agencies that do not participate in Mississippi One-Call shall be contacted to mark all underground utilities within the project limits. The markings shall be field surveyed and depicted on the final mapping.

Survey Data Submittal

The CONSULTANT shall submit electronic copies of the following information (This is in addition to the CADD files required to be submitted):

- A) An ASCII file containing the horizontal and vertical control point information established by the CONSULTANT;
- B) An ASCII file containing the field collected property point information. Naming of the file shall be firm's name_project number_property.txt. File format shall be point number, northing, easting, elevation, and point description. Also this file shall be printed by the CONSULTANT and the professional surveyor in charge of the project shall certify by signing and placing his or her seal on each page that the coordinate values of this file meets or exceeds requirements for land class "B", as required by Mississippi Board of Licensure for Professional Engineers and Land Surveyor's "Standards of Practice" for Land Surveying in the State of Mississippi. This file shall be scanned and submitted in a pdf format. Naming of the file shall be firm's name_project number_property certification.pdf;
- C) An ASCII file containing the preliminary ROW marker coordinates. Naming of the file shall be firm's name_project number_preliminary_row.txt. File format shall be point number, northing, easting, RWM, and station-offset;
- D) A PDF file containing the completed MDOT survey notification forms for each landowner along the project that have been returned to the CONSULTANT. Naming of the file shall be firm's name_project number_survey_notification.pdf;
- E) An ASCII file containing all topographic points collected for the project. Naming of the file shall be firm's name_project number_topo.pdf. File format shall be point number, northing, easting, elevation, point code, line code: point description.

At the end of office review plans, the CONSULTANT shall submit an electronic copy of the following information:

An ASCII file containing the final ROW marker coordinates used for field staking. Naming of the file shall be firm's name_project number_final_row.txt. File format shall be point number, northing, easting, RWM, and station-offset. A certification bearing the seal, date, and signature of the Professional Surveyor shall accompany this file stating accuracy requirements listed below were achieved. The accuracy standards for placement of monuments shall be 0.05 feet relative to the project control established by the LPA or in accordance with Mississippi Board's "Standards of Practice, Class "A", for surveying in the State of Mississippi as set forth and published by the State Board of Registration for Professional Engineers and Land Surveyors". The more stringent of these two accuracy standards will apply and shall be used. The top of the pins shall be two to six inches below the ground surface.

CONCEPTUAL DESIGN DEVELOPMENT

Utilizing the information collected in the previous tasks and the ideas presented in the grant application, a set of conceptual design documents of the proposed improvements will be developed for the corridor from North Long Street to Old West Point Road. The conceptual design documents will seek to implement industry best practices that will balance the need for vehicular mobility with the desire to increase safety along the corridor, improve pedestrian facilities, improve drainage, and add enhanced streetscape and landscape elements.

The conceptual design task will consist of a full evaluation of the existing roadway cross-section including travel lanes, sidewalks, and drainage utilities. This section is currently 2 and 3 lanes of pavement with a ROW width ranging from 50'-120'. The concept will identify potential reallocations of the roadway width to meet goals set forth in the Grant Application. This will be accomplished under the following tasks:

- The newly adopted Unified Development Code and Zoning Map will be reviewed with City of Starkville Planning staff to understand possible future land uses and required design standards. During the creation of the conceptual design, Kimley-Horn will help to ensure the proposed improvements align with the vision from the Unified Development Code and address not only existing development, but future development needs as well.
- Identify opportunities for pedestrian connectivity improvements, including adding and/or upgrading sidewalks to improve connectivity, crossing improvement opportunities to increase safety and comfort, the addition or upgrade of pedestrian signals, and ADA facilities throughout.
- The grant application proposed bike lanes for the majority of the corridor, it is the goal during this phase to conceptualize high comfort bike facilities for the entire length of the project area. In an effort to increase the level of comfort for cyclists and increase the use of the facilities, opportunities for buffered and protected bike facilities will be explored. This may include relocating the bike lane behind the curb to be adjacent to the sidewalk.
- Utilizing the traffic data in the previous task, an access management analysis will be performed to identify driveway consolidation opportunities. During this task, the need for access to public streets and businesses will be balanced with safety and aesthetic improvements.
- Streetscape and Landscape design will consist of the following:
 - Opportunities for enhanced streetscape elements along the corridor and at prominent nodes and intersections including:
 - Decorative Surface Materials
 - Artistic alternatives for crosswalk striping
 - Seating areas
 - Bollards/Pedestrian Lighting
 - Street Trees

- Landscape Verges/Planting areas
 - The streetscape and landscape materials/improvements identified along the corridor will be chosen with sustainability and low maintenance as a top priority while still meeting the City's goal of enhancing the aesthetic character of the area and fitting within MDOT requirements.
- The existing drainage system will be evaluated to align with the planned improvements. Opportunities for green stormwater management will be identified. Doing so can result in a reduction of demand on the storm water system through retention of runoff, an increase in pervious surfaces, and techniques to filter debris and contaminants from the water before returning it to the area waterways. Careful attention will be paid to plant selection, groundcover material, and soil amendments to ensure realistic maintenance requirements are created with the implemented solutions.

The concepts developed in this task will be illustrated in plan view on available aerial photography and rendered section elevations, and they will be presented to the City and MDOT for review. The conceptual design documents will be schematic and include the following:

- Master Plan Rendering of the corridor
- Preliminary typical cross sections of the corridor
- Preliminary parking/bike lanes and travel lanes
- Preliminary landscape and streetscape enhancements
- Conceptual intersection designs for all sideroad intersections

Upon receipt of input from the City, the conceptual design documents will be updated and then presented to the Board of Alderman in a public forum. Comments will be reviewed and opportunities for modifications will be identified. An opinion of probable construction costs (OPCC) will be developed to accompany the improvements identified in the conceptual design documents.

ROADWAY HYDRAULIC DESIGN (DRAINAGE AREA < 1,000 ACRES)

Hydraulic Analysis and Design Requirements

The CONSULTANT shall base the design on the most effective and economical methods that allow runoff waters to be passed through and removed from the roadway. Drainage installations should not create hazardous conditions for traffic operations, nor should they adversely affect conditions of adjoining properties.

Roadway hydraulic design, including hydrology, channels, culverts, energy dissipators, storm drainage systems, and storage facilities, shall be in conformance with the publications listed in I. GENERAL REQUIREMENTS of this Scope of Work and those listed below.

The hydraulic design shall be performed using a nationally recognized and readily available computer program specifically developed for aiding in the design of roadway drainage structures, culverts, and/or storm water conveyance systems and containments. Acceptable software for drainage design applications may include HY-8 Culvert Hydraulic Analysis Program, FHWA Hydraulic Toolbox, HEC-RAS, PondPack, StormCAD, StreamStats, HEC-HMS, WMS, and SMS.

For storm drainage systems that collect, convey, and discharge stormwater flowing within and along the highway Right- of-Way, the storm sewer system design shall be completed in accordance with the requirements and format set forth herein. The storm drainage system shall be designed so that the post-construction peak flow rate at any point where runoff leaves the project Right-of-Way shall be less than or equal to the pre-construction conditions, when applicable.

For temporary drainage structures and/or culverts that may be necessary for detour roads or other non-permanent locations, the temporary hydraulic design shall be completed in accordance with current MDOT policies and requirements, the MDOT Design Memos, and any other guidance as applicable.

The sediment basin design shall be completed in accordance with current MDOT policies and requirements, the MDOT Design Memos, and any other guidance as applicable.

Note: Labor associated with design of the drainage facilities and coordination of drainage facilities with other utilities will be included in the Utilities manhours.

UTILITY DESIGN AND COORDINATION

Utility Analysis, Design, and Coordination Requirements

The CONSULTANT shall base the design on the most effective and economical methods that convey the flows through the roadway corridor. Utility installations should not create hazardous conditions for traffic operations, nor should they adversely affect conditions of adjoining properties.

The CONSULTANT shall identify, through survey and review of available system and record information from the utility providers, locations of all utilities within the existing and proposed ROW. The CONSULTANT shall perform a utility conflict analysis to coordinate preliminary design for roadway and subsurface facilities. This will include a review of utilities under MDOT facilities. The CONSULTANT shall produce a Utility Report or Technical Memorandum to include the following:

- A listing of the utility owners/provider and description of the associated utility located within the project limits. This description may extend to the project vicinity where required to coordinate and/or justify potential impacts.
- Drawings indicating the location of the conflict
- Preliminary alignment for relocation of the utility
- Preliminary cost estimate for relocation of the utility

Meetings will be conducted with each utility provider to review facilities within the project limits and discuss opportunities for betterment.

The utility design shall be completed in accordance with current MDOT policies and requirements, the MDOT Design Memos, and any other guidance as applicable.

Note: Labor associated with coordination and preliminary engineering for the utilities and drainage facilities will be included in the Utility manhours.

Highway 182 Revitalization Scope of Services

FBLD-7113-00(004) / 108418-811000 | Oktibbeha County | City of Starkville, Mississippi

Anticipated Design Schedule	2020											
	April	May	June	July	August	September	October	November	December			
NTP for Phase 1A												
Kickoff Meeting with City/MDOT												
Conceptual Development - Identification of project details												
Topographic Survey and ROW Delineation												
Environmental Process (Categorical Exclusion)												
LPA 100, 700/800												
Revise Conceptual Design: develop master plan and cross section graphics to determine preferred alternative												
Build Grant Obligations												
Assist City in development of Paper Grant Agreement/White Paper												
Quarterly Progress Reports												

ACRONYM DEFINITION

AASHTO	American Association of State Highway and Transportation Officials
BOP	Beginning of Project
CBR	California Bearing Ratio
CD	Collector/Distributor Road
CLOMR	Conditional Letter of Map Revision
CPT	Cone Penetrometer
EOP	End of Project
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
GLO	General Land Office
GPS	Global Positioning System
ITS	Intelligent Transportation Systems
LCNOI	Large Construction Notice of Intent
LOMR	Letter of Map Revision
LPA	Local Public Agency
LRFD	Load Resistance Factor Design
MDOT	Mississippi Department of Transportation
MSE	Mechanically Stabilized Earth
MUTCD	Manual on Uniform Traffic Control Devices
NFIP	National Flood Insurance Program
NWI	National Wetland Inventory
OHWM	Ordinary High-Water Marks
PDM	Project Development Manual
ROW	Right-of-Way
RQD	Rock Quality Designation
SMD	MDOT Survey-Maps/Deeds Section
SOP	Standard Operating Procedure
TO	Transportation Operations
USACE	United States Army Corps of Engineers
USFW	United States Fish and Wildlife Service
USGS	United States Geological Survey
WRP	Wetland Reserve Program

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual cost-plus fixed-fee basis with an upset limit of **\$510,272.38** for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT'S fixed fees attributable to this CONTRACT.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct cost. Direct salaries are those amounts actually paid to the person performing the SERVICES, which are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Overtime work is not contemplated by this CONTRACT. Accordingly, direct salaries chargeable to this CONTRACT shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT'S allowable indirect costs attributable to this CONTRACT.

Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead.

Fixed fee as the term is used herein shall mean a dollar amount established to cover the CONSULTANT'S profit and business expenses not allocable to overhead for the successful completion of the SERVICES.

Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

The following schedule of rates for SERVICE will not be exceeded for all work under this CONTRACT:

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing SERVICES reasonably necessary for the completion of the Scope of Work set forth under "Exhibit 2" to this CONTRACT.

Upon MDOT's request, all charges for SERVICES must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Payroll Additive & Overhead:

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

Final payment of the overhead rate costs shall be adjusted after completion of the final audit to reflect the actual rates experienced by the CONSULTANT during the course of this CONTRACT; however, in no event shall such an adjustment allow this CONTRACT'S cost to exceed the maximum limitation stated. Said audit of

the CONSULTANT will be conducted by the LPA, or the LPA'S designated auditor at the conclusion of this CONTRACT in accordance with Federal and the LPA requirements.

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

Direct Costs:

The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. This policy will include no meal reimbursement when there is no overnight stay. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).**

All direct costs must be substantiated by supporting data in accordance with the MDOT State Travel Handbook, i.e. mileage, log books, receipts, etc.

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

Fixed Fee:

The CONSULTANT'S fixed fee shall be \$37,705.58 which sum shall be paid incrementally each month in an amount determined by multiplying the total fixed fee by the project completion percentage, less any amounts previously paid for fixed fees.

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this assignment exceed **\$510,272.38** (Total of all Charges) without the prior written consent of both parties.

FEE AND EXPENSE SUMMARY

	Primes Labor Cost & Overhead	Primes Direct Costs	Primes Fixed Fee	Sub-Consultants	Project Total
Project Total	\$314,951.67	\$6,248.25	\$37,705.58	\$149,902.88	\$510,272.38

EXHIBIT 4
SAMPLE CSU-001 – COST PLUS FIXED FEE

LPA-CSTU-001 For LPA's

REV 4/01/2016

Date Processed January 0, 1900

Vendor Number

Project No.

In Account With

Contract Number:

Est. No.

3100000000

0

Date Processed January 0, 1900

Vendor Number

Project No.

In Account With

Contract Number:

Est. No.

3100000000

0

ADOT REIMBURSEMENT ESTIMATE - RECAP SHEET

PO No 3941

Invoice Number :

Sheet No.

NOTES

MDOT

1

[illegible]

444

County

Address

Security

Period

January 9 1900

Document No.

Line Item	OCA	User Code I	Object	Project Number / Detail Code	User Code 2	Current Period	Previous Estimate	Total Allowed to Date
Total Participating Cost	000001	0	0	0	0	0.00	0.00	0.00
Total						0.00	0.00	0.00
Total All Work Due						0.00	0.00	0.00
Total Net Work Due						0.00	0.00	0.00
Quantities Checked Original Signed C00000000 LPA Official 0								
Approved By:								
Contract Not To Exceed Amount \$0.00				AMOUNT OF PAYMENT FOR PROGRESS ESTIMATES AND FINAL ESTIMATES SHOULD BE ROUNDED TO THE NEAREST CENTS (\$0.00)				
NTP Date January 0, 1900								
Termination Date January 0, 1900								
Consultant Services Unit Engineer - Scot Ehrigott, P.E.								
% Matching Funds Deduction for LPA	001	00000	0	0	0	0.00	0.00	0.00
0.000000%				TOTAL Net Amount Owed to the LPA				
0.00				0.00				
THE SOLE PURPOSE OF THE ENGINEER'S SIGNATURE IS TO ACKNOWLEDGE THAT THE LPA HAS SUBMITTED ALL REQUIRED DATA BY THE LPA MANUAL FOR PAYMENT								

EXHIBIT 4

SAMPLE INVOICE – COST PLUS FIXED FEE

LOCAL PUBLIC AGENCY
ADDRESS
CITY, STATE, ZIP CODE

DATE:

ATTENTION: ACCOUNTS PAYABLE

INVOICE NO. 0000

PERIOD _____, 20__ THROUGH _____, 20__

PROFESSIONAL SERVICES IN ACCORDANCE WITH

CONTRACT DATED _____, 20__, AS RELATES TO

PROJECT NO. ____-____-____-____ IN _____ COUNTY, HIGHWAY _____.

CONSULTANT:

CUSTOMER NUMBER 0000000000

FILE NUMBER 000-000000

REPORT NUMBER: 000 through 000

FMS NUMBER 000000-000000LPA

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE_____
DIRECT SALARIES	\$	\$	\$
* PAYROLL ADDITIVE (less FCCM)	\$	\$	\$
FIXED FEE (% complete X total fee less amounts previously paid – not to exceed 75%)	\$	\$	\$
PAYROLL ADDITIVE w/ FCCM only	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$
AMOUNT DUE THIS INVOICE:	\$	\$	\$

NOTE:

1. * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD-)
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 00-0000-00-000-00
County _____

<u>Employee and Classification</u>	<u>Pay Period Date</u>	<u>Rate of Pay</u>	<u>Period Hours</u>	<u>Period Costs</u>	<u>Period Costs</u>	<u>To Date</u>
DIRECT LABOR AND DIRECT COSTS						
John P. Public, Jr Engineer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Designer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Engineer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Technician		0.00	<u>0.0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Sub Total			0.0	0.00	0.00	0.00
Payroll Additives				<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Total Labor				0.00	0.00	0.00
Fixed Fee				0.00	0.00	0.00
Direct Costs				0.00	0.00	0.00
Subconsultant(s)				<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Project Total				0.00	0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT, and WORKER VISIBILITY

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

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

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

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

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

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

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers

shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

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

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

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

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or CONTRACT under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

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

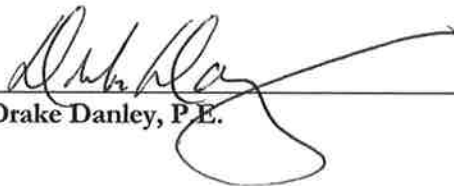
I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

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

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

SO CERTIFIED this 10th day of APRIL, 2020.

Kimley-Horn and Associates, Inc


Drake Danley, P.E.

ATTEST: 

My Commission Expires: June 15, 2022



EXHIBIT 7

CERTIFICATION OF THE LPA

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

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

SO CERTIFIED on the 7th day of May, 2020

City of Starkville



Mayor Lynn Spruill

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

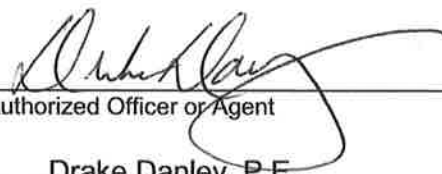
By executing this Certification and Agreement, the undersigned verifies its compliance with Senate Bill 2988 from the 2008 Mississippi Legislative Session, "Mississippi Employment Protection Act," as published in Laws, 2008 and codified in the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with MTC has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L.99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

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

412062

EEV* Company Identification Number [Required]

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

BY: 
Authorized Officer or Agent

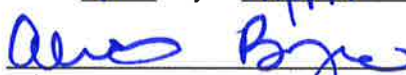
Drake Danley, P.E.
Printed Name of Authorized Officer or Agent

APRIL 10, 2020
Date

ASSISTANT SECRETARY
Authorized Signer

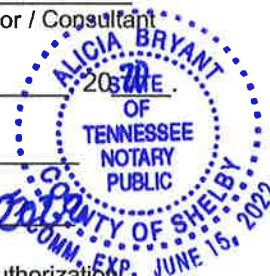
Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 10 day of April



NOTARY PUBLIC

My Commission Expires: June 15, 2022



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

Summary

Highway 182 from Long Street to Old West Point Road
Oktibbeha
FBLD-7113-00(004) / 108418-811000
Kimley-Horn and Associates
04.08.2020

	Man-Hours	Sub-Consultants Fee	Salary Cost	Overhead	FCCM	Total Labor Cost	Direct Cost	Fixed Fee	Total Cost
Activation	10		\$472.91	\$915.51	\$3.26	\$1,391.68	\$687.75	\$166.61	\$2,246.04
Meetings and Project Coordination	336		\$16,505.14	\$31,952.30	\$113.89	\$48,571.33	\$4,096.50	\$5,814.89	\$58,482.72
Environmental	371		\$ 16,494.95	\$31,932.57	\$113.82	\$48,541.34	\$1,464.00	\$5,811.30	\$57,280.64
Roadway	758		\$36,195.22	\$70,070.33	\$249.75	\$106,515.29		\$12,751.87	\$119,267.16
Hydraulics	32		\$1,945.12	\$3,765.56	\$13.42	\$5,724.10		\$685.28	\$6,409.38
Utilities	669		\$35,411.15	\$68,552.45	\$244.34	\$104,207.93		\$12,475.63	\$116,683.56
Electrical - Atwell Gent		\$53,691.94							\$53,691.94
Survey - Springer		\$82,369.93							\$82,369.93
Cultural Resources - Neel Schaffer		\$13,841.01							\$13,841.01
Bridge									
Geotechnical									
PS&E/Advertisement									
Total	2176	\$149,902.88	\$107,024.49	\$207,188.71	\$738.47	\$314,951.67	\$6,248.25	\$37,705.58	\$510,272.38

Grand Total \$510,272.38

Notes: Project information at the top of this sheet is linked to all the tabs in the workbook, so it only has to be filled out on this page.

All hour and fee amounts for each tab are linked to this summary page. If more tabs are needed for additional work or sub-consultant fees, please link to this page and highlight in red font.

All links and formulas contained in this workbook are included for convenience only. It is the consultant's responsibility to ensure all information is accurate prior to submittal.

Task items in each tab should not be considered as an exhaustive list of potential items of work. Please insert any line items that are considered to be project specific rather than absorbing the hours in items already listed.

Activation Sheet
Highway 182 from Long Street to Old West Point Road
Oktibbeha
FBLD-7113-00(004) / 108418-811000
Kimley-Horn and Associates
04.08.2020

MDOT Process Item Description	No.	Estimated Hours								Total Hours
	Sheets	Project Manager	Engineer II	Engineer I	Engineering Tech	Landscape Architect	Labor Classification	Labor Classification	Labor Classification	
Project Activation										
LPA 100		1.0			1.0					2.0
LPA 700/800		1.0	2.0		4.0					7.0
Quality Control			1.0							1.0
Total Hours		2.0	3.0		5.0					10.0

Raw Labor Rates	\$55.30	\$66.27	\$44.98	\$32.70	\$45.44	\$0.00	\$0.00	\$0.00	
Labor Cost	110.6	198.8		163.5					472.91
Overhead	%						193.59%		\$915.51
Fixed Fee	%						12.00%		\$166.61
FCCM Overhead	%						0.69%		\$3.26

<u>Direct Costs:</u>	Qty.	Unit Price ¹	
Mileage	290.0	\$0.58	\$166.75
Meals	5.0	\$46.00	\$230.00
Lodging	3.0	\$97.00	\$291.00
Postage			
Supplies			
Reproductions			
Other			

¹ See State Travel Handbook

Total Direct Costs: \$687.75

Prime Total \$2,246.04

Subconsultant A
Subconsultant B
Subconsultant Total

Project Total \$2,246.04

Meetings Sheet
Highway 182 from Long Street to Old West Point Road
Oktibbeha
FBLD-7113-00(004) / 108418-811000
Kimley-Horn and Associates
04.08.2020

MDOT Process Item Description	No.	Estimated Hours								Total Hours	Total Hours
	Sheets	Project Manager	Engineer II	Engineer I	Engineering Tech	Landscape Architect	Labor Classification	Labor Classification	Labor Classification		
Project Coordination											
Coordination Meetings with City of Starkville		36.0	12.0	18.0		24.0				90.0	90.0
Coordination with FHWA, MDOT		20.0	8.0	12.0	12.0					52.0	52.0
Development of Paper Grant Agreement		20.0		40.0						60.0	60.0
White Paper Development		8.0		16.0	30.0					54.0	54.0
Kickoff Meeting		6.0	12.0	6.0						24.0	24.0
Meeting Summaries		8.0		20.0						28.0	28.0
										0.0	
Community Engagement											
Meeting Preparation		4.0		4.0						8.0	8.0
Presentation to Board of Alderman		2.0		2.0	2.0					6.0	6.0
										0.0	
Quality Control		4.0	6.0	4.0						14.0	14.0
Totals	0.0	108.0	38.0	122.0	44.0	24.0	0.0	0.0	0.0		336.0
Total Hours		108.0	38.0	122.0	44.0	24.0					336.0

Raw Labor Rates	\$55.30	\$66.27	\$44.96	\$32.70	\$45.44	\$0.00	\$0.00	\$0.00	
Labor Cost	5972.4	2518.3	5485.1	1438.8	1090.6				16,505.14
Overhead	%						193.59%		\$31,952.30
Fixed Fee	%						12.00%		\$5,814.89
FCCM Overhead	%						0.69%		\$113.89

Direct Costs:	Qty	Unit Price ¹	
Mileage	3500.0	\$0.58	\$2,012.50
Meals	20.0	\$46.00	\$920.00
Lodging	12.0	\$97.00	\$1,164.00
Postage			
Supplies			
Reproductions			
Other			

¹ See State Travel Handbook

Total Direct Costs: \$4,096.50

Prime Total \$58,482.72

Subconsultant A
Subconsultant B
Subconsultant Total

Project Total \$58,482.72

Environmental Sheet

Highway 182 from Long Street to Old West Point Road

Oktibbeha

FBLD-7113-00(004) / 108418-811000

Kimley-Horn and Associates

04.08.2020

MDOT Process Item Description	No.	Estimated Hours				
	Sheets	Senior Environmental Planner	Environmental Planner	Senior Environmental Scientist	Environmental Scientist	Total Hours
MDOT LPA Coordination						
MDOT LPA Coordination		8.0	0.0	0.0	0.0	8.0
Development of ENV-160 LPA		0.0	2.0	0.0	0.0	2.0
<i>Task Total- MDOT LPA Coordination</i>		8.0	2.0	0.0	0.0	10.0
Agency Coordination						
Agency Coordination Letters Drafted		0.0	8.0	0.0	0.0	8.0
<i>Task Total- Agency Coordination</i>		0.0	8.0	0.0	0.0	8.0
Development of Purpose and Need						
Develop Purpose and Need		1.0	4.0	0.0	0.0	5.0
<i>Task Total- Development of Purpose and Need</i>		1.0	4.0	0.0	0.0	5.0
Public Involvement						
Public Meeting		0.0	0.0	0.0	0.0	0.0
Project Website		0.0	0.0	0.0	0.0	0.0
Project Newsletter		0.0	0.0	0.0	0.0	0.0
<i>Task Total- Public Involvement</i>		0.0	0.0	0.0	0.0	0.0
Conduct Environmental Technical Studies						
Land Use Impacts		0.0	3.0	0.0	0.0	3.0
Farmland Impacts		0.0	0.0	0.0	0.0	0.0
Social/Environmental Justice Impacts		2.0	6.0	0.0	0.0	8.0
Relocation Impacts		0.0	0.0	0.0	0.0	0.0
Economic Impacts		0.0	1.0	0.0	0.0	1.0
Joint Developments		0.0	0.0	0.0	0.0	0.0
Bike and Pedestrian Considerations		0.0	2.0	0.0	0.0	2.0
Air Quality		0.0	1.0	0.0	0.0	1.0
Noise		0.0	1.0	0.0	0.0	1.0
Water Quality		0.0	0.0	2.0	2.0	4.0
Permits		0.0	1.0	0.0	1.0	2.0
Wetland/Stream Impacts		8.0	0.0	25.0	45.0	78.0
Water Body Modification & Wildlife Impacts		0.0	0.0	2.0	2.0	4.0
Floodplain Impacts		0.0	0.0	0.0	2.0	2.0
Wild and Scenic Rivers		0.0	0.0	0.0	0.0	0.0
Costal Barriers		0.0	0.0	0.0	0.0	0.0
Coastal Zone Impacts		0.0	0.0	0.0	0.0	0.0
Threatened and Endangered Species		0.0	0.0	8.0	4.0	12.0
Cultural Resources (Historic Architecture/Archaeology)		8.0	0.0	0.0	0.0	8.0

Section 4(f)		0.0	0.0	0.0	0.0	0.0
Section 6(f)		0.0	0.0	0.0	0.0	0.0
Hazardous Materials		0.0	0.0	8.0	8.0	16.0
Visual Impacts		0.0	2.0	0.0	0.0	2.0
Energy		0.0	2.0	0.0	0.0	2.0
Construction Impacts		0.0	2.0	0.0	0.0	2.0
<i>Task Total- Conduct Environmental Technical Studies</i>		46.0	64.0	74.0	116.0	300.0
Environmental Document Preparation						
Prepare Draft CE		0.0	24.0	0.0	0.0	24.0
Conduct Internal Quality Review		4.0	0.0	0.0	0.0	4.0
Revise and Finalize CE		0.0	16.0	0.0	0.0	16.0
Conduct Internal Quality Review		4.0	0.0	0.0	0.0	4.0
<i>Task Total- Environmental Document Preparation</i>		8.0	40.0	0.0	0.0	48.0
Total Hours		63.0	118.0	74.0	116.0	371.0

Raw Labor Rates	\$63.39	\$32.60	\$66.87	\$31.95
Labor Cost	\$ 3,993.57	\$ 3,846.80	\$ 4,948.38	\$ 3,706.20
				\$ 16,494.95

Overhead	%	193.59%	\$31,932.57
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Fixed Fee	%	12.00%	\$5,811.30
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FCCM Overhead	%	0.69%	\$113.82
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Qty.	Unit Price ¹
Airfare (From Atlanta for two people @ \$200 per ticket)	\$400.00
Rental Car (3 Days @ \$75 per day)	\$225.00
Rental Car Gas	\$100.00
Airport Parking Charges	\$75.00
Per Diem (\$46.00 for 6 days)	\$276.00
Hotel (\$97 @ 4 nights)	\$388.00

Total Direct Costs: \$1,464.00

Prime Total \$55,816.64

Subconsultant:
Subconsultant Total \$0.00

Project Total \$57,280.64

Environmental Sheet
Highway 182 from Long Street to Old West Point Road
Oktibbeha
FBLD-7113-00(004) / 108418-811000
Neel-Schaffer
04.08.2020

MDOT Process Description	Item	No.	Estimated Hours							Total Hours	Total Hours
		Sheets	Project Manager	Archaeologist	Environmental Scientist						
Environmental Documentation											
Background Research				16.0						16.0	16.0
Travel Time				10.0						10.0	10.0
Field Work				40.0						40.0	40.0
Report Writing			16.0	40.0						56.0	56.0
Mapping					6.0					6.0	6.0
Agency Correspondence			6.0	6.0						16.0	16.0
										0.0	
										0.0	
Total Hours			24.0	114.0	6.0						144.0

Raw Labor Rates	\$34.50	\$29.50	\$34.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Labor Cost	828.0	3363.0	207.0						4,398.00
					Overhead	%	151.75%		\$6,673.97
					Fixed Fee	%	12.00%		\$1,328.64
					FCCM Overhead	%	0.14%		\$6.16

Direct Costs:			
Mileage	Qty. 550.0	Unit Price ¹ \$0.58	\$316.25
Meals	5.0	\$46.00	\$230.00
Lodging	4.0	\$97.00	\$388.00
Trimble GPS Fee	5.0	\$100.00	\$500.00
Supplies			
Reproductions			
Other			
¹ See State Travel Handbook			

Total Direct Costs: \$1,434.25

Prime Total \$13,841.01

Contract Employee
Subconsultant B
Subconsultant Total

Project Total \$13,841.01

04.08.2020

MDOT Process Item Description	Sheets	Project Manager	Engineer II	Engineer I	Engineering Tech	Landscape Architect					Total Hours	Total Hours
Conceptual Plans Development												
Develop Preferred Alternative												
Establish base mapping on aerial photography	2.0				16.0	8.0					26.0	26.0
Collection and review of past studies/designs	4.0	4.0			12.0						20.0	20.0
Field review, traffic observations	12.0	12.0				12.0					36.0	36.0
Identify existing approx edges of pavement/sidewalk/driveways	2.0				8.0						10.0	10.0
Develop road/bike/lane/sidewalk concepts (up to 2)	12.0	12.0	0.0		16.0	20.0					60.0	60.0
Identify driveway consolidation/narrowing opportunities	2.0	8.0	0.0		12.0	2.0					24.0	24.0
Design Charette with City of Starkville/MDOT	8.0	8.0	0.0		8.0	8.0					32.0	32.0
Evaluate Impacts of new concept	1.0	8.0			8.0	4.0					21.0	21.0
Review Unified Development Code Requirements for property along corridor and Discuss Concept with City Planning Staff	2.0					6.0					8.0	8.0
Drone Imagery			0.0			0.0					0.0	
Provide Character Imagery Boards for Collaboration Session						10.0					10.0	10.0
Identify streetscape and landscape enhancement opportunities			4.0			30.0					34.0	34.0
Develop conceptual plans of preferred alternative	4.0			16.0	40.0	20.0					80.0	80.0
Master Plan Rendering						40.0					40.0	40.0
Graphic Street Cross Sections						40.0					40.0	40.0
3D Perspectives of Key nodes/intersections on drone Images						0.0					0.0	
Streetscape/Intersection Enhancement Enlargements	4.0			16.0	24.0	20.0					64.0	64.0
Horizontal Alignment Design											0.0	
Mainline	4.0	4.0									8.0	8.0
Local Road Realignment Evaluation	4.0	4.0									8.0	8.0
Establish Pavement and Shoulder Edge Lines	1.0	4.0									5.0	5.0
											0.0	
Vertical Alignment Design											0.0	
Mainline-New Alignment and/or Regrade Existing Lanes	4.0	8.0									12.0	12.0
											0.0	
Utility Conflict/Relocation Identification											0.0	
Identify necessary utility conflicts from preferred alternative			0.0	8.0	0.0						0.0	
Develop conceptual layout for utility relocations			0.0	8.0	0.0						0.0	
											0.0	
											0.0	
											0.0	
Intersection Design											0.0	
Evaluate Sight Distance (# of Intersections)			1.0	8.0							7.0	7.0
Determine Turn Lane Configurations			2.0	12.0							14.0	14.0
Establish Turning Radii & Channelization			1.0	4.0							5.0	5.0
											0.0	
Construction Cost Estimate											0.0	
Utilizing conceptual design layout, develop construction cost estimate on unit base price	2.0	6.0	12.0		12.0	8.0					40.0	40.0
Review with MDOT	4.0										4.0	4.0
											0.0	
Cross Sections											0.0	
Run Pattern Lines			1.0								1.0	1.0
Cut Existing Cross Sections			1.0								1.0	1.0
Evaluate/Run Shape Files											0.0	
Determine Proposed Template Criteria	5.0	4.0									9.0	9.0
Generate Proposed Templates		4.0									4.0	4.0
Determine Constructability Issues	5.0	8.0									13.0	13.0
Sheet Clean-Up and Organization	1.0	2.0	40.0								43.0	43.0
											0.0	
Conceptual Lighting	2.0	8.0			9.0						19.0	19.0
											0.0	
Conceptual Traffic Control Plan											0.0	
Evaluate Construction Phasing			4.0	12.0							16.0	16.0
Generate Conceptual TCP Sheets											0.0	
											0.0	
Revise Plans Per Conceptual Review											0.0	
											0.0	
QA/QC	4.0	8.0	8.0								20.0	20.0
											0.0	
Quantity Calculations											0.0	
Submit Quantity Calculations (1 multi-page pdf)	8.0	16.0									24.0	24.0
											758.0	

Raw Labor Rates	\$55.30	\$68.27	\$44.96	\$32.70	\$45.44	\$0.00	\$0.00	\$0.00	
Labor Cost	5364.1	9410.3	5665.0	5395.5	10360.3				36,195.22
					Overhead	%	193.59%		\$70,070.33
					Fixed Fee	%	12.00%		\$12,751.67
					FCCM Overhead	%	0.69%		\$249.75

<u>Direct Costs:</u>	Qty	Unit Price
Mileage		
Meals		
Lodging		

Roadway Sheet
Highway 182 from Long Street to Old West Point Road
Oktibbeha
FBLD-7113-00(004) / 108418-811000
Kimley-Horn and Associates
04.08.2020

Postage
Supplies
Reproductions
Other
¹ See State Travel Handbook

Total Direct Costs:	
Prime Total	\$119,267.16
Subconsultant A	
Subconsultant B	
Subconsultant Total	
Project Total	\$119,267.16

Hydraulics Sheet
Highway 182 from Long Street to Old West Point Road
Oktibbeha
FBLD-7113-00(004) / 108418-811000
Kimley-Horn and Associates
04.08.2020

MDOT Process/Item Description	No.	Estimated Hours								
	Sheets	Project Manager	Engineer II	Engineer I	Engineering Tech	Landscape Architect	Labor Classification	Labor Classification	Labor Classification	Total Hours
Field Review										*****
A. Structure Recommendations										*****
Design recommendations culvert and cross drains										
Drainage details										
B. Storm Sewer Design										*****
Design data for Structures										
Drainage details										
C. Temporary Drainage Design										*****
Bioswale Design										
D. Sediment Basin Design										*****
E. Hydraulic Models and Calculations										*****
Calculate D.A. & Flow Rate For Cross Drains, Side Drains, & Ditches		16.0	16.0							32.0
Develop Storm Drain Models										
F. Hydraulic Report										
G. No-Rise/No-Impact Certification										
Preliminary Erosion Control Sheets										
Typical Sections										
QA Review										
Cost Estimate										*****
Office Review										*****
General Notes										*****
Summary of Quantities										
Cross-Sections Draw Drainage Structures										
On Cross-Sections										
Cross-Sections Adjust Cross-Sections for pavement recommendation										
Drainage Detail Sheets (1"=20')										
Draw Storm Drain Inlets & Pipes in Plan/Profile View										
Add Drainage Notes in Plan/Profile View										
Cross Sections										
Erosion Control Details										
Standard Drawings										
Special Design Details										
Special Provisions										
QA Review										*****
Office Review										*****
Update opinion of Probable Cost										
Revise plans/special provisions per City comments										
Revise Plans										
Estimated Quantities										
Plan Sheets 1"=20'										
Misc. Details										*****
Quality Control										*****
Total Hours		16.0	16.0							32.0

Raw Labor Rates	\$55.30	\$66.27	\$44.96	\$32.70	\$45.44	\$0.00	\$0.00	\$0.00	
Labor Cost	884.8	1060.3							1,945.12

Overhead	%	193.59%	\$3,765.56
Fixed Fee	%	12.00%	\$685.28
FCCM Overhead	%	0.69%	\$13.42

Direct Costs: Qty. Unit Price¹

Mileage

Meals

Lodging

Postage

Supplies

Reproductions

Other

¹ See State Travel Handbook

Total Direct Costs:

Prime Total \$6,409.38

Subconsultant A

Subconsultant B

Subconsultant Total

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Project Total \$6,409.38

Utilities Sheet

Highway 182 from Long Street to Old West Point Road

Oktibbeha

FBLD-7113-00(004) / 108418-811000

Kimley-Horn and Associates

04.08.2020

MDOT Process Item Description	No. Sheets	Project Manager	Estimated Hours					Labor Classification	Labor Classification	Total Hours (Rounded)
			Engineer II	Engineer I	Engineering Tech	Landscape Architect	Labor Classification			
Utility Coordination										
Data Gathering, Review, and Initial Contact & Coordination w/ Providers		2.0	20.0	40.0	5.0					67.0
Development of basemap for coordination		1.0	5.0	20.0	40.0					66.0
Field Survey of Existing Utilities (public/private)			20.0	40.0						60.0
Impact Analysis - Coordination with Hydraulics (Storm/Drainage), Public & Private Utilities			20.0	40.0	40.0					100.0
Meetings with Utility Providers to Review Impacts		8.0	20.0	40.0						68.0
Utility Relocations										
Conceptual Utility Relocations - Coord. Public & Private Utilities With Hydraulics (Storm) and Electrical/Comm Utilities		4.0	40.0	80.0	80.0					204.0
Development of a Utility Surface / Profile Model		2.0	20.0	20.0	40.0					
Engineer's Estimate of Probable Construction Costs associated with Utility Relocations		2.0	20.0	40.0						62.0
Development of Utility Relocation Design Scope		2.0	20.0	20.0						42.0
<i>Note: Project Meetings (w/ Client) are not included on this tab.</i>										
Total Hours		21.0	185.0	340.0	205.0					669.0
Raw Labor Rates		\$55.30	\$66.27	\$44.96	\$32.70	\$45.44	\$0.00	\$0.00	\$0.00	\$35,411.15
Labor Cost		\$1,161.30	\$12,259.95	\$15,286.40	\$6,703.50					\$68,552.45
						Overhead	%	193.59%		\$12,475.63
						Fixed Fee	%	12.00%		\$244.34
						FCCM Overhead	%	0.69%		

Direct Costs:
Mileage
Meals

Qty.

Unit Price¹

Utilities Sheet

Highway 182 from Long Street to Old West Point Road
Okibbeha

FBLD-7113-00(004) / 108418-811000

Kimley-Horn and Associates

04.08.2020

Lodging
Postage
Supplies
Reproductions
Other

* See State Travel Handbook

Total Direct Costs:		\$0.00
Prime Total		\$116,683.56
Atwell and Gent		
Subconsultant B		
Subconsultant Total	\$0.00	\$0.00
Project Total		\$116,683.56

Survey Sheet
Highway 182 from Long Street to Old West Point Road
Oktibbeha
FBLD-7113-00(004) / 108418-811000
Springer Engineering
04.08.2020

		No.	Estimated Hours								
	Item		2 Man Survey Crew	Surveyor-Office	Survey Manager- Office	Project Manager	Labor Classification	Labor Classification	Labor Classification	Labor Classification	Total Hours
Field Review											
	Gather Property Owner Information from Tax Records; Prepare & Send Out Right of Entry Notification Letters (x Properties)			80.0							80.0
	Plot Surrounding Property Owner Deeds (100 Properties)			150.0	20.0						170.0
	Establish/Verify the Primary Horizontal & Vertical Control		15.0	5.0							20.0
	Establish Secondary Control Points as a Supplement to the Primary Control		15.0	5.0							20.0
	Establish and Verify Approx. x TBM's (Temporary Benchmarks)		15.0	5.0							20.0
	Perform Topographic Survey of Main Line (6000 LF @ 50' Intervals)		150.0	35.0	5.0						190.0
	Layout and Perform Cross Sections of Main Line (6000 LF @ 50' Intervals)		150.0	35.0							185.0
	Perform Topographic Survey of Intersecting Streets (15 side roads - 250 LF @ 50' Intervals)		60.0	35.0							95.0
	Layout and Perform Cross Sections of Main Line (15 side roads - 250 LF @ 50' Intervals)		60.0	35.0							95.0
	Traverse, Profile, & Section Major Drainage Channels (1 Locations - 250' within Floodway Limits)		20.0	25.0	5.0						50.0
	Utility Mapping - Locate Underground Utilities per MS, One Call System/Compiling Utility Drawings from Owners - Municipalities		80.0	35.0	5.0						120.0
	Develop Digital Terrain Model				50.0						50.0
	Generate Finalized Existing Conditions Drawing			40.0	50.0						90.0
	Quality Control				20.0	15.0					35.0

Raw Labor Rates
Labor Cost

\$41.00 \$21.00 \$30.00 \$40.00
23165.0 10165.0 4650.0 600.0

38,600.00

Overhead % 90.53% \$34,944.58
Fixed Fee % 12.00% \$8,825.35
FCCM Overhead % 0.00% \$0.00

Direct Costs: Qty. Unit Price¹
Mileage
Meals
Lodging
Postage
Supplies
Reproductions
Other
¹ See State Travel Handbook

Total Direct Costs:

Prime Total \$82,369.93

Springer Engineering
Subconsultant B
Subconsultant Total

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Project Total \$82,369.93

9. CONSIDERATION TO ACCEPT THE MARCH FINANCIAL STATEMENTS.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, and adopted by the Board to approve the April 21, 2020 Official Agenda, and to accept items for consent, whereby the “acceptance of the March Financial Statements” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS: Mayor Spruill noted it to be National Lineman Appreciation Week. The Starkville Department maintains over 5,000 poles and 190 miles of line. She thanked them for their service.

BOARD OF ALDERMEN COMMENTS: None

CITIZEN COMMENTS:

Alvin Turner, Ward 7, thanked the Mayor, Board, Fire and Police for what they are doing to assist and inform citizens during this Covid-19 situation. He also asked everyone to have compassion for the homeless.

Chris Taylor, Ward 7, requested that the Board reconsider cutting Department Head pay and find a way to continue residential Sanitation pickup twice a week due to more people being at home.

PUBLIC APPEARANCES: None

PUBLIC HEARINGS: None

10. CONSIDERATION OF ADOPTING AN INFECTIOUS DISEASE INTERNAL DEPARTMENT POLICY MANUAL FOR THE CITY OF STARKVILLE.

Alderman Vaughn, duly seconded by Alderman Beatty, offered a motion to adopt a policy to provide guidance to city departments for handling infectious disease outbreaks within the City of Starkville. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A’. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

11. DISCUSSION AND CONSIDERATION OF THE CITY'S RESPONSE TO THE CONTINUING COVID-19 PANDEMIC.

Mayor Spruill discussed a projected loss of thirty five percent (35%) revenue which is estimated to be \$1,300,000.

Alderman Little, duly seconded by Alderman Beatty, offered a motion for approval of the City's proposed cost saving measures related to the Coronavirus to include the following:

- Department Cost Reductions (2019-2020) as recommended by the City's Department Heads (Budget Adjustments under Finance in Item 16 below)
- Furloughing of 47 City employees identified by the City's Department Heads, effective April 24, 2020, until further notice.
- 20% reduction in salary of the Mayor, Board of Aldermen and Department Heads through July 31, 2020.
- Extension of pay raise freezes, including longevity raises, through the end of this fiscal year.
- Employees already on paid administrative leave shall take unpaid administrative leave from April 22 -23, 2020, until the furlough date of April 24, 2020."

The Board voted as follows:

Alderman Ben Carver	Voted: Nay
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Nay

Having received a majority affirmative vote, the Mayor declared the motion passed.

12. CONSIDERATION OF EXTENDING THE HIRING FREEZE, SUSPENSION OF TRAVEL AND NEW EQUIPMENT PURCHASES THROUGH THE END OF THE FISCAL 2019-2020 BUDGET YEAR.

Alderman Carver, duly seconded by Alderman Vaughn, offered a motion to approve extending the hiring freeze, suspension of travel and new equipment purchases through the end of the fiscal 2019-2020 budget year.

The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

13. CONSIDERATION OF FREEZING ALL PAY INCREASES, INCLUDING LONGEVITY RAISES, UNTIL THE END OF THE FISCAL 2019-2020 YEAR.

This item was addressed in Item 11 and was not further discussed at this time.

14. CONSIDERATION OF PP 20-04 A REQUEST FOR PRELIMINARY PLAT APPROVAL FOR “JAX CORNER SUBDIVISION”

Dr. Simon Kim presented Preliminary Plat Request 20-04. The applicant Jason Pepper on behalf of Jody Josey and 4J I LP is requesting Preliminary Plat approval aggregating, reconfiguring and subdividing several lots into 2 lots. The proposed subdivision is named “Jax Corner Subdivision”. The total land acreage is +/- 1.84-acres in a Commercial (C) zoning district. Proposed Lot 1 is shown as having an acreage of +/- 0.74 and Lot 2 is shown as having an acreage of +/- 1.1. The subject properties are located at 113 and 103 Hwy 12 West, 720 South Jackson Street, and 15, 17, and 19 Canal Street with the parcel numbers 102H-00-019.00, 102H-00-020.00, 102H-00-020.01, 102H-00-020.02, 102H-00-025.00, 102H-00-024.00, 102H-00-023.00, 102H-00-022.00, and 102H-00-021.00.

Alderman Walker, duly seconded by Alderman Sistrunk, offered a motion to approve PP 20-04: a request for Preliminary Plat approval for “Jax Corner Subdivision: with three (3) conditions:

1. All development and redevelopment on either lot will be required to comply with new access management requirements, storm water management and any other codes per the UDC including architectural review.
2. Lot 1 will be required to be in compliance with access management requirements prior to execution of the final plat
3. Infrastructure plans should be submitted and approved by DRC which will include all required improvements.

The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A’. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

15. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Carver, duly seconded by Alderman Beatty, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of April 14, 2020 for fiscal year ending 9/30/20, acknowledging that the City Clerk has attested and certified on the cover of the claims docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A’. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

Having received a majority affirmative vote, the Mayor declared the motion passed.

General Fund	001	\$ 356,325.72
Airport Fund	015	2,026.37

Sanitation	022	13,587.83
Landfill	023	273.75
Industrial Park Bond	303	15,574.69
Public Improv Bonds – 2018	319	5,787.05
Park and Rec, Tourism	375	24,870.00
Sub Total Before Utilities		\$ 418,445.41
Utilities Dept.	SED	2,094,763.46
Total Claims	Total	\$ 2,513,208.87

16. CONSIDERATION OF BUDGET ADMENDMENTS TO FY20 BUDGET.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, for the Board of Aldermen to approve the budget adjustments as presented to include adjustments resulting from Item 11 above, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, Mayor Spruill declared the motion passed.

Account Number	Description	Debit	Credit
For 7 Pay Periods			
001-100-610-350	Aldermen Travel - remaining balance		\$5,950.00
001-100-400-100	Aldermen - 20% thru July 31		\$7,538.47
001-100-460-130	Aldermen - PERS 17.4%		\$1,311.69
001-100-480-133	Aldermen - FICA 7.65%		\$ 576.69
001-120-400-101	Mayor - 20% thru July 31		\$4,038.47
001-120-410-104	Mayor - Intern		\$1,965.00
001-120-460-130	Mayor - PERS		\$702.65
001-120-470-131	Mayor - FICA		\$308.94
001-110-420-105	Court - 20% Furlough thru July 31		\$2,579.36
001-110-430-107	Court - Full Employee Furlough thru July 31		\$8,870.40
001-110-460-130	Court - PERS		\$1,992.25
001-110-470-131	Court - FICA		\$874.75
001-142-410-104	CCO - 20% Furlough thru July 31		\$4,325.44
001-142-420-105	CCO - Deputies furlough		\$1,122.80
001-142-430-107	CCO - Deputies furlough		\$3,932.32
001-142-460-130	CCO - PERS		\$1,632.00
001-142-470-131	CCO - FICA		\$717.50
001-180-410-104	Human Resources - 20%		\$4,210.64
001-180-430-107	Human Resources - Employee Furloughed		\$9,290.40
001-180-460-130	HR - PERS		\$2,349.18
001-180-470-131	HR - FICA		\$1,031.48
001-190-410-104	Planning - Director 20%		\$4,765.60
001-190-420-105	Planning - Furlough Employee		\$12,620.00

Account Number	Description	Debit	Credit
001-100-610-350	Aldermen Travel		\$ 1,500.00
001-100-680-311	Aldermen Supplies		\$ 500.00
001-110-690-553	Court: Training & Education		\$ 1,000.00
001-110-918-805	Court: Machinery, Equipment, etc		\$ 6,000.00
001-180-600-320	Background Checks, Drug Screens		\$ 900.00
001-180-610-340	HR Advertising		\$ 900.00
001-180-690-555	HR Dues		\$ 250.00
001-180-610-350	HR Travel		\$ 1,500.00
001-110-450-125	Overtime - Court		\$ 2,500.00
001-123-501-200	I.T. Supplies		\$ 1,500.00
001-123-630-400	Equipment Repair / Software		\$ 2,500.00
001-123-918-805	Machinery and Equipment		\$ 2,500.00
001-130-501-200	Election Supplies		\$ 500.00
001-145-501-200	Finance - Office Supplies		\$ 2,500.00
001-145-610-350	Travel / Training		\$ 1,500.00
001-145-630-400	Equipment Rent		\$ 2,000.00
001-145-481-140	Employee Education		\$ 1,000.00
001-142-430-108	City Clerk Part Time Employees		\$ 5,000.00
001-142-430-108	City Clerk PT Employees FICA		\$ 375.00
001-190-501-200	Comm Dev Supplies		\$ 1,000.00
001-190-525-231	Gas and Oil		\$ 400.00
001-190-535-233	Comm Dev Uniforms		\$ 150.00
001-190-600-300	Professional Services- City Planner		\$ 10,000.00
001-190-600-310	P & Z Commission Expenses		\$ 250.00
001-190-600-326	Board of Adjustments Expenses		\$ 250.00
001-190-607-607	Historic Preservation Commission Expenses		\$ 500.00
001-190-610-350	Travel		\$ 3,600.00
001-190-690-553	Training		\$ 1,450.00
001-197-630-400	Engineer: Repairs & Maint		\$ 1,000.00
001-197-604-330	Engineer: Communications		\$ 1,000.00
001-197-610-350	Engineer: Travel		\$ 1,000.00
001-197-918-806	Engineer: Equipment		\$ 3,000.00
001-197-690-553	Engineer Training / Education Reimb Police:		\$ 1,250.00
001-201-555-208	Janitorial Supplies		\$ 1,000.00
001-201-556-251	Police Supplies		\$ 5,000.00
001-201-501-200	Police: Office Supplies		\$ 4,000.00
001-201-625-380	Police: Utilities		\$ 3,000.00
001-201-525-231	Police: Gas & Oil		\$ 20,000.00
001-201-690-552	Police: Training, Travel		\$ 5,000.00
001-245-690-552	Dispatcher Training		\$ 500.00
001-360-420-103	Animal Control: One temp vacancy Animal		\$ 4,000.00
001-360-460-130	Control: One temp vacancy PERS Animal		\$ 700.00
001-360-470-131	Control: FICA		\$ 300.00
001-360-480-133	Animal Control: Health Ins		\$ 1,300.00

001-261-420-103	Fire: Two Vacant Positions	\$	14,000.00
001-261-460-130	Fire: Vacant Positions PERS	\$	2,400.00
001-261-470-131	Fire: Vacant Positions FICA	\$	1,050.00
001-261-480-133	Fire: Vacant Positions Health Ins	\$	2,000.00
001-261-600-430	Fire: Uniform Dry Cleaning	\$	500.00
001-261-501-200	Fire: Office Supplies	\$	250.00
001-261-501-250	Fire Prevention Supplies (school presentations)	\$	1,500.00
001-261-535-233	Fire Uniforms	\$	5,000.00
001-261-502-201	Reference Materials	\$	100.00
001-261-558-269	Fire- Building Maintenance	\$	5,000.00
001-261-600-319	Physical Examinations	\$	5,000.00
001-261-600-390	Fire: Training	\$	10,000.00
001-261-604-330	Phones, Internet, Cable, etc	\$	20,000.00
001-261-610-350	Fire: Travel	\$	150.00
001-261-918-805	Machinery and Equipment	\$	5,000.00
001-281-420-105	Vacant Inspector Position	\$	25,000.00
001-281-460-130	Vacant Inspector Position - PERS	\$	4,000.00
001-281-460-130	Vacant Inspector Position - FICA	\$	1,900.00
001-281-180-133	Vacant Inspector Position - Insurance	\$	2,500.00
001-281-535-233	Bldg & Codes Uniforms	\$	300.00
001-281-610-350	Bldg & Codes Travel	\$	3,100.00
001-281-690-553	Bldg & Codes Training	\$	4,000.00
001-301-440-114	Street: 3 Vacant Positions	\$	81,400.00
001-301-460-130	Street: Vacant Positions PERS	\$	8,000.00
001-301-470-131	Street: Vacant Positions FICA	\$	6,000.00
001-301-480-133	Street: Vacant - Health Insurance	\$	11,810.00
001-301-555-250	Street Supplies & Small Tools	\$	10,000.00
001-301-560-270	Street: Construction Materials	\$	10,000.00
001-301-561-271	Spraying - Drainage Maint	\$	5,000.00
001-301-604-330	Communications	\$	2,000.00
001-301-610-350	Training	\$	2,000.00
001-301-630-400	Equipment Repair	\$	5,000.00
001-301-691-510	Landfill Expenses	\$	5,000.00
001-301-691-550	Street: Misc Expenses	\$	500.00
001-550-420-103	Park Director: Vacant (net)	\$	8,880.00
001-550-420-105	Sports Coordinator: Vacant	\$	7,500.00
001-550-450-125	Park Overtime	\$	10,000.00
001-550-450-177	Park - OnCall	\$	6,000.00
001-550-430-115	Park Part Time Employees	\$	80,000.00
001-550-470-131	Park: FICA	\$	23,897.00
001-550-460-130	Park: PERS	\$	7,375.00
001-550-480-133	Park: Health Ins - Vacant Positions	\$	3,538.00
001-550-600-320	Contract Labor: Life Guards, Umpires, etc	\$	50,000.00
001-550-600-350	Park Advertising	\$	1,500.00
001-550-600-355	Special Events	\$	5,000.00
001-550-610-350	Park: Travel, Training	\$	1,000.00
001-550-512-200	Tournament Supplies	\$	5,000.00
001-550-501-220	Class / Activity Supplies	\$	2,275.00
001-550-636-110	Park: Field Maint and Improvements	\$	20,000.00
001-600-912-808	Misc Street Repairs	\$	20,000.00
001-600-901-812	Municipal Building Repairs/Maint	\$	1,000.00

001-600-948-857	Drainage (Pay from bond)		\$	5,000.00
001-600-903-516	ADA Sidewalks (Pay from bond)		\$	5,000.00
001-000-260-082 Revenue	Sales Tax (18.5%)	\$	558,000.00	
001-000-206-049 Revenue	TVA Tax Received		\$	29,000.00
001-000-276-123 Revenue	MSU Fire Contract		\$	25,000.00
001-000-358-705 Revenue	Park Registration Fees	\$	77,500.00	
001-000-260-080 Revenue	Park: 2% Sales Tax	\$	25,000.00	
001-000-358-715 Reveune	Park: Advertisements	\$	10,000.00	
001-000-385-700	Park: Rent Revenue	\$	10,000.00	
001-000-330-182	Court Fines & Forfeits Revenues	\$	50,000.00	
001-900-990-998	Contingency Fund Expense		\$	50,000.00
		\$	730,500.00	\$ 730,500.00

022-000-395-627	Sanitation Fees	\$	22,000.00	
022-322-440-108	Sanitation - Part Time Labor		\$	5,000.00
022-322-450-125	Overtime		\$	5,000.00
022-322-470-131	Sanitation - FICA		\$	800.00
022-322-551-239	Garbage Bags		\$	6,000.00
022-322-501-200	Office Supplies		\$	1,500.00
022-322-600-364	Billing Services		\$	1,750.00
022-322-610-350	Sanitation travel / training		\$	950.00
022-322-604-330	Communications		\$	1,000.00
		\$	22,000.00	\$ 22,000.00

17. A MOTION TO ENTER INTO A CLOSED SESSION TO DETERMINE IF THERE IS PROPER CAUSE FOR EXECUTIVE SESSION.

There came for consideration the matter of entering a closed session to determine if there is a proper cause for executive session. Upon the motion of Alderman Vaughn, seconded by Alderman Beatty, to enter into a Closed Session to determine if there is proper cause for Executive Session, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.
The Board entered closed session.

18. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Vaughn offered a motion to enter Executive Session for the purpose of discussion regarding potential litigation related to the BUILD grant and pending litigation related to a Notice of Claim received by the City when an open session would have a detrimental effect on the City's litigation position. Following a second by Alderman Beatty, the Board voted as follows to enter Executive Session:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of discussion regarding potential litigation related to the BUILD grant and pending litigation related to a Notice of Claim received by the City. At this time, the Board entered Executive Session.

19. CONSIDERATION OF A MOTION TO RETURN TO OPEN SESSION.

Alderman Little offered a motion to return to open session. Alderman Walker seconded the motion and the Board voted as follows to return to open session:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

The Mayor invited the public back in and then announced that the Board had taken action in Executive Session.

19. CONSIDERATION OF A MOTION TO OFFER SETTLEMENT.

Alderman Beatty offered a motion that pursuant to Miss. Code Ann. § 25-1-47(2) the City of Starkville is authorized to offer Farmer Morgan, LLC \$31,731.25 for its work, participation, and/or selection in applying for the 2019 USDOT BUILD Discretionary Grant for the MS 182 / MLK Corridor Revitalization Project, and City of Starkville 2019 USDOT BUILD Discretionary Grant Program Grant Application Resolution MS 182 / MLK Corridor Revitalization Project, or all claims made and/or which could have been made related in any way to the City of Starkville BUILD Grant Project. Alderman Little seconded the motion and the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, the Mayor declared the motion passed.

20. MOTION TO ADJOURN UNTIL MAY 5, 2020 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Beatty, for the Board of Aldermen to adjourn the meeting until May 5, 2020 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Absent
Alderman Jason Walker	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote, Mayor Spruill declared the motion passed.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2020.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)