

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
November 1, 2022**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on November 1, 2022 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 Ben Carver, Sandra Sistrunk, Jeffrey Rupp, Mike Brooks, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Chris Latimer and City Clerk / CFO Lesa Hardin.

Mayor Lynn Spruill opened the meeting with the Pledge of Allegiance followed by a moment of silence.

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

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

Alderman Sistrunk asked that Fire Dept Item 2 (Grant Application) be added to consent.

There being no additional changes, the Mayor called for a motion to approve the agenda with consent items.

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

Alderman Rupp offered a motion, duly seconded by Alderman Brooks, to approve the November 1, 2022 Official Agenda. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	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 and then read the consented items.

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, NOVEMBER 1, 2022
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

- 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 OCTOBER 4, 2022 REGULAR MEETING OF THE
MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.**

CONSIDERATION OF THE MINUTES OF THE OCTOBER 14, 2022 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR’S COMMENTS: New Employee Introductions

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

STUDENTS FOR A SUSTAINABLE CAMPUS – EMMA VAN EPPS

SOUTH MONTGOMERY TRAFFIC STUDY – STARKVILLE CHURCH OF GOD
PASTOR DENNIS LAUGHLIN

VIII. PUBLIC HEARINGS

1. PUBLIC HEARING AND CONSIDERATION OF VA 22-13: A REQUEST FOR A VARIANCE FROM STORMWATER REQUIREMENTS LOCATED AT 216 INDUSTRIAL PARK ROAD IN AN I ZONING DISTRICT.
2. PUBLIC HEARING AND CONSIDERATION OF VA 22-14: A REQUEST FOR A VARIANCE TO DEVIATE FROM SETBACK REQUIREMENTS FOR AN ACCESSORY STRUCTURE LOCATED AT 230 BANCROFT AVENUE IN TN-N ZONING DISTRICT.

IX. MAYOR’S BUSINESS

1. CONSIDERATION OF FIRST AMENDED AGREEMENT BETWEEN THE CITY OF STARKVILLE AND THE OKTIBBEHA COUNTY HUMANE SOCIETY, INC. FOR THE MANAGEMENT AND OPERATION OF THE CITY OF STARKVILLE ANIMAL SHELTER.
2. CONSIDERATION OF THE LONG-TERM LEASE OF 2 +/- ACRES FOR THE EXPANSION OF THE HUMANE SHELTER FACILITIES AND OPERATIONS.
3. CONSIDERATION OF AN INTERLOCAL AGREEMENT WITH OKTIBBEHA COUNTY TO PROVIDE RESIDENTIAL TRASH/GARBAGE SERVICES ON AN AS NEEDED AND MUTUALLY AGREED UPON BASIS WITH A REEVALUATION OF THE CITY COSTS AT THE END OF A 2 MONTH PERIOD.

X. BOARD BUSINESS

1. CONSIDERATION OF CURBSIDE RECYLING.
2. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, OR A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR AUTHORIZING ENTERING INTO A LOAN AGREEMENT WITH AND OBTAINING A LOAN FROM THE MISSISSIPPI DEVELOPMENT

BANK, ALL IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$15,000,000.00, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, AND FOR A TERM OF ANY INDIVIDUAL SERIES NOT TO EXCEED 30 YEARS, TO PROVIDE FUNDS FOR THE AUTHORIZED PURPOSES; AND FOR RELATED PURPOSES.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL OF CHANGE ORDER # 1 FROM TABOR CONSTRUCTION AND DEVELOPMENT OF MS FOR GRADING EXCESS DIRT IN THE AMOUNT OF \$4,838.40 FROM THE 2022 DMOT MM-0068-1022 GRANT AT GEORGE M. BRYAN FIELD.
2. REQUEST APPROVAL OF AWARDED CONTRACT A TO THE LOW BIDDER ERECT-A-TUBE IN THE AMOUNT OF \$228,712.00 TO MANUFACTURE & DELIVER A CORPORATION HANGAR INCLUDING THE DOOR AT GEORGE M. BRYAN FIELD FUNDED FROM THE 2022 MDOT MULTI-MODAL GRANT MM-000068-1022, THE FAA AIG GRANT AND UP TO 2.5% MATCH FROM THE AIRPORT.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF AN ENGINEERING SERVICES CONTRACT WITH NEEL SCHAFFER FOR THE BUILD GRANT PROJECT CONSTRUCTION ENGINEERING AND INSPECTION (CE&I), AND AUTHORIZE THE MAYOR TO EXECUTE ANY NECESSARY MDOT PAPERWORK FOR THIS PROJECT IN ACCORDANCE WITH THE MDOT LOCAL PUBLIC AGENCIES (LPA) MANUAL PENDING MDOT APPROVAL.
2. CONSIDERATION OF APPROVING SUMMARY CHANGE ORDER #1 FOR THE 2022 STREET IMPROVEMENT PROJECT IN THE AMOUNT OF \$352,128.33 TO INCLUDE NECESSARY ASPHALT AND STRIPING IMPROVEMENTS FOR ROADS INCLUDING WEST GARRARD, UNIVERSITY AND SOUTH MONTGOMERY.
3. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE CORNERSTONE BLVD. ENTRANCE LANDSCAPING PROJECT.
4. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE CORNERSTONE BLVD. PAVEMENT OVERLAY PROJECT FROM HWY 25 TO NEW CORNERSTONE PARK ENTRANCE.
5. CONSIDERATION OF APPROVAL OF CHANGE ORDER #3 IN THE AMOUNT OF \$65,439.92 FOR THE SPORTSPLEX DRAINAGE FOR ADJUSTMENTS TO FINAL QUANTITIES, ELECTRICAL REPAIRS, AND DRAINAGE BOX ADJUSTMENT.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF OCTOBER 25, 2022 FOR FISCAL YEAR ENDING 9/30/23, 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.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ALLOW PRESTON NEWMAN AND RYAN CLASSEN TO TRAVEL TO SAVANNAH, TN FOR THE 14TH ANNUAL TN RIVER TRAINING WEEKEND, NOVEMBER 4 – 6, 2022. AT AN APPROXIMATE COST OF \$1,100.00 (TRAVEL, MEALS, REGISTRATION AND HOTEL).
2. REQUEST PERMISSION TO APPLY FOR A GRANT RECENTLY OFFERED BY THE MS BUREAU OF EMERGENCY MANAGEMENT SERVICES FOR THE PURCHASE OF AEDS, MEDICAL SUPPLIES OR OTHER ALLOWABLE MEDICAL EQUIPMENT IN THE AMOUNT OF \$14,855.00 WITH A CITY MATCH OF \$3,698.55.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE NICHOLAS EVANS, HAYDEN PIERCE, SHANE RUSSELL, AND KHAMAL WILLIAMS AS ENTRY LEVEL FIREFIGHTERS AND COLTON BIRMINGHAM AS A CERTIFIED FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. REQUESTING AUTHORIZATION TO REJECT BIDS RECEIVED OCTOBER 13, 2022 AND RE-ADVERTISE FOR THREE CONCESSION STAND TRAILERS FOR CORNERSTONE PARK.

J. POLICE DEPARTMENT

1. POLICE

- a. REQUEST APPROVAL TO APPLY, AND ACCEPT IF AWARDED, A WALMART COMMUNITY GRANT IN THE AMOUNT OF TWO THOUSAND DOLLARS (\$2,000) TO BE USED IN THE AREA OF PUBLIC SAFETY TECHNOLOGY ADVANCEMENT.
- b. REQUEST PERMISSION TO PURCHASE ONE (1) STATIONARY AUTOMATED LICENSE PLATE READER THROUGH THE 100% REIMBURSABLE HOMELAND SECURITY SUBGRANT. THE PREFERRED OF THE TWO QUOTES BEING VIGILANT / MOTOROLA SOLUTION'S L6Q. THE COST OF THE SYSTEM BEING \$9,615.00.

- c. REQUEST PERMISSION TO ACCEPT THE ENTERPRISE SERVICE AGREEMENT FOR VIGILANT SOLUTIONS, AUTOMATED LICENSE PLATE READER FOR THE HOT SPOT GRANT PURCHASE OF A VEHICLE AUTOMATED LICENSE PLATE READER PREVIOUSLY APPROVED BY THE BOARD.

2. CODE ENFORCEMENT

- a. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURE LOCATED AT 514 WEST MAIN STREET WITH PARCEL NUMBER 118O-00-233.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.
- b. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURE LOCATED AT 104 WINDSOR RD. WITH PARCEL NUMBER 118H-00-113.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.
- c. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURE LOCATED AT 107 EAST GILLESPIE STREET WITH PARCEL NUMBER 102A-00-087.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE DOWNTOWN WATER AND SEWER REPLACEMENT PROJECT.
2. ACCEPT EMERGENCY AUTHORIZATION CONSISTENT WITH PRESIDENTIAL DETERMINATION NO. 2022-19, FROM TRANSARMOUR TO REBUILD 20 TRANSFORMERS AT A COST OF \$26,557.00
3. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM WREN BODY WORKS LLC FOR A UTILITY BED FOR A FORD F-250 IN THE AMOUNT OF \$10,547.00.
4. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE FROM WREN BODY WORKS LLC FOR A UTILITY BED FOR A FORD F-350 IN THE AMOUNT OF \$10,547.00.
5. REQUEST AUTHORIZATION TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR THE ELECTRIC AND WATER DIVISIONS OF STARKVILLE UTILITIES, WITH THE INTENT OF AWARDING THE SOURCE OF SUPPLY CONTRACTS FOR JANUARY 1, 2023 THROUGH JUNE 30, 2023 AS WELL AS JULY 1, 2023 THROUGH DECEMBER 31, 2023.
6. REQUEST AUTHORIZATION TO DECLARE EXCESS CULVERTS, BRIDGE COMPONENTS, AND OTHER MATERIALS NOT ON INVENTORY AS SURPLUS AND TO AUCTION ON GOVDEALS.

7. REQUEST AUTHORIZATION TO RENEW ASSET ESSENTIALS SOFTWARE LICENSE AGREEMENT FROM BRIGHTLY SOLUTIONS.
8. REQUEST AUTHORIZATION TO PURCHASE F350 CHASSIS-60" CAB TO AXLE FOR REPLACEMENT OF VEHICLE 128 IN THE AMOUNT OF \$40,401.00 AND REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE FROM WREN BODY WORKS LLC FOR THE BED ASSEMBLY AND INSTALLATION FOR THE SERVICE TRUCK FOR WASTEWATER IN THE AMOUNT OF \$29,782.11.
9. REQUEST AUTHORIZATION TO ACCEPT THE BEST QUOTE FROM MICHAEL BOX FOR COLLEGE VIEW PUMP STATION REMOVAL IN THE AMOUNT OF \$39,647.68.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL NOVEMBER 15, 2022 @ 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, Stein McMullen, at (662) 323-2525, ext. 3121 at least forty-eight (48) hours in advance for any services requested.

Consent items 2 – 33:

2. CONSIDERATION OF THE MINUTES OF THE OCTOBER 4, 2022 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the October 4, 2022 regular meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE OCTOBER 16, 2022 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the October 14, 2022 Work Session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF FIRST AMENDED AGREEMENT BETWEEN THE CITY OF STARKVILLE AND THE OKTIBBEHA COUNTY HUMANE SOCIETY, INC. FOR THE MANAGEMENT AND OPERATION OF THE CITY OF STARKVILLE ANIMAL SHELTER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the First Amended Agreement between the City of Starkville and the Oktibbeha County Humane Society, Inc. for the Management and Operation of the City of Starkville Animal Shelter” is enumerated, this consent item is thereby approved. The agreement follows this page.

**STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA**

**FIRST AMENDED AGREEMENT BETWEEN THE CITY OF STARKVILLE AND THE
OKTIBBEHA COUNTY HUMANE SOCIETY, INC. FOR THE MANAGEMENT AND
OPERATION OF THE CITY OF STARKVILLE ANIMAL SHELTER**

THIS AGREEMENT, is made and entered into this date, by and between the City of Starkville, Mississippi ("City") and the Oktibbeha County Humane Society, Inc., ("Humane Society");

WITNESSETH

WHEREAS, the City has the authority to prevent or regulate the running at large of animals of all kinds, to maintain an animal shelter, and to appoint and confirm custodians thereof, and to establish and enforce rules governing the same under Mississippi Code Annotated § 21-19-9; and

WHEREAS, the City has adopted an ordinance regarding animal control in its Code of Ordinances; and

WHEREAS, the City and the Humane Society are jointly interested in the prevention of cruelty to animals, the regulation and control of animals within the City, and other related purposes; and

WHEREAS, the City desires to contract with the Humane Society to operate the City of Starkville Animal Shelter, including all associated properties and improvements,

(collectively the "Starkville Animal Shelter"), and to perform all duties incident thereto;

NOW THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, the parties agree as follows:

1. As compensation for operating the Starkville Animal Shelter, the City shall pay to the Humane Society the sum of One-Hundred-Eighty-Five thousand dollars (\$185,000.00) per year to be paid in four installments of one-fourth of the annual amount on or before the 10th day of each quarter beginning October 10, 2022. During each year of this contract, the quarterly installment payment dates will be on or before October 10, January 10, April 10, and July 10 of each contractual year. Any compensation increases or adjustments available to and payable by the City to the Humane Society shall be addressed annually as a function of the City's budget process. The base amount provided to the Humane Society shall be increased only after formal Board review and action.

2. The Humane Society agrees to manage and operate the Starkville Animal Shelter as an independent contractor and to provide adequate personnel to manage and operate the animal shelter facility for the City, performing all necessary operational and administrative functions.

3. It is the intent and purpose of the parties that the Humane Society serve as an independent contractor in its operation of the Starkville Animal Shelter. The City shall not direct the management or operation of the Starkville Animal Shelter. The manner and method of performance of the Starkville Animal Shelter lies within the discretion of the Humane Society. The City has no right of control over the day-to-day operations of the Humane Society in its management and operation of the Starkville Animal Shelter. This Agreement, however, does not abrogate any of the powers given to the City by law to adopt or enforce ordinances or otherwise to exercise its police powers in relation to

animals.

4. This Agreement shall be for a term of five (5) years beginning October 1, 2022 and ending September 30, 2027.

5. The City will retain and perform all law enforcement functions pertaining to animal control and provide for communication for animal control.

6. The Humane Society agrees to comply with directions of the City as to the fixing of fees and charges to the public in connection with the use of the shelter and to comply with policies and regulations adopted by the City for the use of the shelter. Any such charges, policies, or regulations proposed by the Humane Society for use of the Starkville Animal Shelter shall be submitted to the City for its approval prior to their effective date. However, nothing in this paragraph should be construed to waive the independent contractor status of the Humane Society, and the parties agree that such status has not been waived.

7. The City shall consider for adoption such laws, ordinances, and regulations as the Humane Society may recommend to facilitate its administrative functions under this Agreement.

8. The Humane Society agrees to receive stray animals brought to the shelter and to enforce all State laws, including rabies laws, with respect to these animals.

9. The Humane Society agrees to operate the animal shelter and do all things necessary and proper in the operation of said shelter. The Humane Society agrees to operate the animal shelter in compliance with all State and Federal laws in regard to the operation of said shelter and the Humane Society shall indemnify and save the City

harmless from any and all liability, damage, expense, causes of action, suits, claims or judgments arising out of or from any injury to any person on the property or failure to comply with State or Federal law with regards to the operation of the animal shelter.

10. The Humane Society agrees to have a Shelter Manager available at the shelter that will ensure that all dogs are vaccinated for communicable diseases before adoption.

11. The Humane Society agrees to have the books and records of the Human Society available for inspection at any time during the term of this Agreement. The Humane Society agrees to maintain liability insurance in the amount of \$1,000,000.00, at a minimum, for the duration of this contract and to provide proof of same to the City. Such insurance shall name the City as an additional insured and waive subrogation rights against the City.

12. The City may permit the Humane Society to collect all fees authorized by ordinance for impounding or feeding animals in conjunction with its operation of the shelter.

13. Nothing in this Agreement shall effect the City's rights or duties to investigate and take appropriate action on all complaints regarding animals from any person within the City of Starkville, including the investigation of all complaints pertaining to dog pens and other animal enclosures; investigate any and all cruelty cases pertaining to animals, and institute necessary proceedings for the prevention thereof when required; investigate occurrences of animal bites and enforce the provisions of the ordinances of the City and the laws of the State of Mississippi in regard to the confinement of such animals for observation; pick up stray dogs and dogs not wearing current rabies tags and city licenses, as required by City ordinance; and remove from the City streets and public places the bodies of dead animals and dispose of the same.

14. If the Humane Society shall fail to observe and perform, or shall breach any of its covenants, conditions or agreements under this Agreement, then it shall have thirty (30) days after receipt of a notice given by the City in writing to the Humane Society, such notice specifying such default or breach and requesting that it be remedied, to cure such breach. If the failure stated in the notice cannot be corrected within thirty (30) days, the City shall not unreasonably withhold its consent to an extension of such time for an additional thirty (30) days if corrective action is instituted by the Humane Society within the original thirty (30) days to cure and is diligently pursued. If the alleged breach shall not be cured within the time-period provided herein, this Agreement shall be terminated, effective immediately, and the Humane Society shall immediately cease operation of the Starkville Animal Shelter, and any associated facility, and surrender the premises.

15. All notices required to be given pursuant to this Agreement shall be in writing and delivered personally or by certified mail, return receipt requested or by nationally recognized overnight courier, and addressed as follows:

If to the Humane Society: Oktibbeha County Humane Society, Inc.
510 Industrial Park Road
Starkville, MS 39759

If to the City: Mayor, City of Starkville
110 W. Main St.
Starkville, Mississippi 39759

16. This Agreement is intended by the parties as the final, complete, and exclusive statement of the terms and conditions of their agreement and is intended to supersede all previous agreements and understandings between the parties relating to this

subject matter. No amendment, modification, or waiver of any provision of this Agreement shall be valid or enforceable unless in writing and signed by the parties.

WITNESS THE SIGNATURES of the parties hereto on this the 1st day of November, 2022.

THE OKTIBBEHA COUNTY
HUMANE SOCIETY

Attest:

Lesa Hardin
Starkville City Clerk

By:

Rick Welch

Rick Welch, President

CITY OF STARKVILLE

By:

D. Lynn Spruill

D. LYNN SPRUILL, Mayor

Attest:

Lesa Hardin

LESA HARDIN, Clerk

City of Starkville, Mississippi



5. CONSIDERATION OF THE LONG-TERM LEASE OF 2 +/- ACRES FOR THE EXPANSION OF THE HUMANE SHELTER FACILITIES AND OPERATIONS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the long-term lease of 2 +/- acres for the expansion of the Humane Shelter facilities and operations” is enumerated, this consent item is thereby approved. The lease follows this page.

6. CONSIDERATION OF AN INTERLOCAL AGREEMENT WITH OKTIBBEHA COUNTY TO PROVIDE RESIDENTIAL TRASH/GARBAGE SERVICES ON AN AS NEEDED AND MUTUALLY AGREED UPON BASIS WITH A REEVALUATION OF THE CITY COSTS AT THE END OF A 2 MONTH PERIOD.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of an Interlocal Agreement with Oktibbeha County to provide residential trash / garbage services on an as needed and mutually agreed upon basis with a reevaluation of the City costs at the end of a 2 month period” is enumerated, this consent item is thereby approved. The agreement follows the long-term lease with the Oktibbeha County Humane Society, Inc.

GROUND LEASE

This Lease is entered into on the 1st day of November, 2022, by and between the City of Starkville, Mississippi (“the City”) and the Oktibbeha County Humane Society, Inc. (“OCHS”).

INTRODUCTION

- A. The City desires to lease Real Property, more particularly described below, for a period of twenty (20) years to OCHS.
- B. On that Real Property, OCHS, on the terms and conditions contained herein, shall construct and maintain an addition to the Starkville Animal Shelter.
- C. The parties have agreed to reduce their agreement to writing.

AGREEMENT

IN CONSIDERATION of the mutual promises, covenants, terms and conditions contained herein and other good and valuable consideration, and intending to be legally bound, the City and OCHS agree as follows:

1. DEFINITIONS:

“Ground Lease” or “the Lease” means this Lease Agreement, together with all exhibits attached.

“Real Property” means the real estate, 2 +/- acres to the north of the current Starkville Animal Shelter, as more particularly described, depicted, and attached in Exhibit “A.”¹

2. **AUTHORITY.** The governing authority of the City has determined that the Real Property is surplus land pursuant to Miss. Code Ann. §57-7-1. The City has authority to enter into this lease pursuant to §57-7-1.

3. **LEASED REAL PROPERTY.** In consideration of the rents, terms, provisions and covenants of this Ground Lease, the City leases, lets, and demises to OCHS the Real Property.

4. **USE OF REAL PROPERTY.** OCHS shall construct upon the Real Property an annex to the Starkville Animal Shelter for the construction of a new kennel facility and other shelter services, with associated improvements, including parking (the “Annex”). OCHS shall commence construction by May 1, 2023, and finalize construction by May 1, 2025. If construction is not commenced by May 1, 2023, or if construction is not completed by May 1,

¹ The parties have commissioned a survey, upon the completion of which shall be included as an Addendum to this Ground Lease subject to separate approval of the parties.

2025, then this Lease shall be null and void. This timeline shall not be modified except by mutual written consent of the parties, which shall not be unreasonably withheld.

5. TERM. Subject to and upon the conditions contained in this Lease, the Lease shall begin on November 1, 2022. The Term shall run for a period of twenty (20) years and shall not be extended except by mutual written consent of the parties. At the expiration or termination of this Lease, the City agrees to use the Real Property, including the Annex and associated improvements, to further the purposes of the Starkville Animal Shelter so long as it exists on or adjacent to the Real Property.

6. CONSIDERATION. The Annex shall be constructed with grant funds provided by the American Society for the Prevention of Cruelty to Animals, and other funds, acquired by OCHS. The Annex shall be operated by OCHS pursuant to the First Amended Agreement between the City of Starkville and the Oktibbeha County Humane Society, Inc. for the Management and Operation of the City of Starkville Animal Shelter, attached as Exhibit B, or as revised further by mutual written agreement of the parties.

7. TITLE. The City represents that: (i) it has the full right, power, and authority to execute this Lease; and (ii) it has good and marketable fee simple title to the Real Property. The City and OCHS agree that the Real Property, the Annex, and any improvements, fixtures, and real property associated with it, shall remain exclusively the property of the City. OCHS shall not have any ownership interest in said property.

8. ASSIGNMENT, SUBLEASES, ETC. OCHS shall not, without the previous consent in writing of the City, assign this Lease or sublet the whole or any part of the Real Property or permit the Real Property or any part thereof to be used or occupied by others, or for any other purpose.

9. CONDITION OF REAL PROPERTY. At the expiration of the Term, and unless this Lease is renewed by mutual consent of the parties, OCHS shall surrender the Real Property in the improved and renovated condition required by this Lease. OCHS's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease.

10. PRESERVATION OF REAL PROPERTY. Following the Commencement Date, OCHS will, at all times, take good and ordinary care and precaution for the preservation of the Real Property.

11. ANNEX. OCHS is obligated to construct an annex to the current Starkville Animal Shelter consisting of a new kennel facility and other shelter services, with associated improvements, including parking, on the Real Property in accordance with plans and specifications approved by the City. No construction shall begin until the City approves the plans and specifications in writing. After submittal of the plans and specifications, the City shall have thirty (30) days either to approve of, or request changes to, the plans and specifications.

12. REAL ESTATE COMMISSIONS/AGENCY DISCLOSURE. The City and OCHS warrant and represent that no broker or agent has been engaged or is entitled to any commission or fee resulting from the transaction contemplated by this Lease.

13. UNAVOIDABLE DELAYS. For the purposes of any of the provisions of this Lease, neither the City nor OCHS shall be considered in breach or in default of its obligations under this Lease in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including but not restricted to acts of God, or of the public enemy, acts of the government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather or delays of contracts or sub-contractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations effected thereby shall be extended for the period of the enforced delay; provided, that the party seeking the benefit of this section shall, within thirty (30) days after the beginning of any such enforced delay, have first notified the other party in writing of such delay, and of the cause or causes thereof, and requested an extension for the period of the enforced delay.

14. BREACH AND RIGHT TO CURE. If OCHS shall fail to observe and perform, or shall breach any of its covenants, conditions or agreements under this Lease, then it shall have thirty (30) days after receipt of a notice given to OCHS by the City in the manner provided for in Section 16 hereof, with such notice specifying such default or breach and requesting that it be remedied, to cure such breach. If the failure stated in the notice cannot be corrected within thirty (30) days, the City will not unreasonably withhold its consent to an extension of such time for an additional thirty (30) days if corrective action is instituted by OCHS within the original thirty (30) days to cure and is diligently pursued.

15. RIGHTS TO TERMINATE. Should OCHS fail to remedy any breach within the time period contained in Section 14, the City shall have the right to immediately terminate this Lease. Any omission of the City to exercise any right upon the default of OCHS shall not preclude the City from exercising such right upon any subsequent default by OCHS.

16. NOTICES. All notices required to be given shall be in writing and delivered personally or by certified mail, return receipt requested or by nationally recognized overnight courier, and addressed as follows:

If to OCHS: Oktibbeha County Humane Society, Inc.
510 Industrial Park Road
Starkville, MS 39759

If to the City: Mayor, City of Starkville
110 W. Main St.
Starkville, Mississippi 39759

Each such delivered notice or communication shall be deemed to have been given to or served upon the party to whom delivered, upon the delivery thereof in the manner above provided, as noted by the United States Postal Service return receipt or by the overnight courier delivery confirmation, as applicable. Any party hereto may change its address for the service of notice hereunder by delivering written notice of said change to the other party hereunder, in the manner above specified, ten (10) days prior to the effective date of said change.

17. CAPTIONS. The paragraph or section headings or captions appearing in this Lease are for convenience only, are not a part of this Lease, and are not to be considered in interpreting this Lease.

18. ENTIRE LEASE MODIFICATION. This written Lease constitutes the entire and complete agreement between the parties hereto and supersedes any prior oral or written agreements between the parties with respect to the Real Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions herein set forth, and that no modification of this Lease and no waiver of any of its terms and conditions shall be effective unless made in writing and duly executed by the parties hereto.

19. BINDING EFFECT. All covenants, agreements, warranties and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

20. SEVERABILITY. If any provision of this Lease, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Lease, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby. Furthermore, if any provision of this Lease is held to be unenforceable because of the time period of such provision, the court making such determination shall have the power to reduce the time period of such provision to a time period which is enforceable and, in its reduced form, said provision shall then be enforceable.

21. COUNTERPARTS. This Lease may be executed in separate counterparts each of which shall be an original and all of which shall be deemed to be one and the same instrument. For purposes of this Lease, a telecopy, or a copy of an executed counterpart sent by electronic mail, of an executed counterpart shall constitute an original. Any party delivering an executed counterpart of this Lease by telecopier, or electronic mail shall also deliver an original executed counterpart of this Lease, but the failure to deliver an original executed counterpart shall not affect the validity of this Lease.

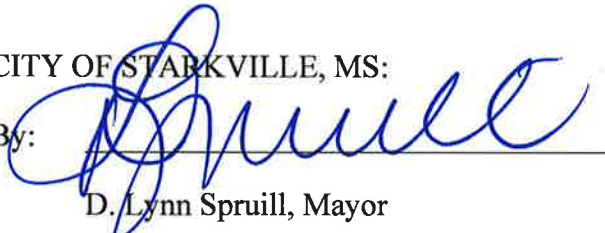
22. RIGHTS CUMULATIVE. The rights and remedies of the parties to this Lease, whether provided by law or by this Lease, shall be cumulative, and the exercise by either party or any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either party with respect to the performance, or manner or time thereof, or any obligation of the other party, or any condition to its own obligation under this Lease, shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other party.

23. TIME OF THE ESSENCE. All times provided for herein are and shall be of the essence of this Lease and any extension of any such time or times shall continue to be of the essence of this Lease.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the date first written above.

CITY OF STARKVILLE, MS:

By: _____


D. Lynn Spruill, Mayor

OKTIBBEHA COUNTY HUMANE SOCIETY, INC.

By: _____


Rick Welch, President of Board of Directors





South Elevation

Not to Scale



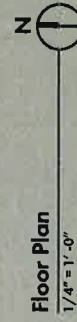
East Elevation

Not to Scale



West Elevation

Not to Scale



T:\acad\2022-dwg\Airport-George M Bryan\Animal Shelter\Animal Shelter 102622.dwg, 10/26/2022 2:03:30 PM, 1:1



CLEARWATER CONSULTANTS, INC.
STARKVILLE, MISSISSIPPI

CITY OF STARKVILLE
STARKVILLE, MISSISSIPPI

OKTIBBEHA COUNTY
ANIMAL SHELTER
SITE LAYOUT

FIGURE
1

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
STARKVILLE, MISSISSIPPI
AND
OKTIBBEHA COUNTY, MISSISSIPPI
RELATING TO RESIDENTIAL GARBAGE PICK-UP**

This **INTERLOCAL COOPERATIVE AGREEMENT** ("Agreement") is executed by and between **STARKVILLE, MISSISSIPPI** (the "City"), and **OKTIBBEHA COUNTY, MISSISSIPPI** (the "County") and is effective as of the 1st day of November, 2022, pending approval by the Mississippi Attorney General's office.

WITNESSETH:

WHEREAS, Miss. Code Ann. §21-19-1 authorizes the City to make regulations to secure the general health of the municipality, including to compel and regulate the removal of garbage and filth beyond the corporate limits, and to establish, maintain and collect rates, fees and charges for collecting and disposing of such garbage;

WHEREAS, Miss. Code Ann. §21-19-1 also authorizes the City to enter into contracts for the establishment, operation and maintenance of a garbage disposal system or systems and/or enter into contracts with any county enabling the municipality to use jointly, with such county, any authorized landfill or permitted sanitary landfill operated by the county or regional authority;

WHEREAS, Miss. Code Ann. §19-5-17 authorizes the County to provide for the collection and disposal of garbage, and for that purpose is required to establish, operate and maintain a garbage disposal system or systems;

WHEREAS, Miss. Code Ann. §19-5-17 also authorizes the County to enter into contracts with municipal corporations for the establishment, operation and maintenance of a garbage disposal system or systems, and/or to enter into contracts with any municipality enabling the County to use jointly with such municipality any authorized landfill or permitted sanitary landfill operated by the municipality or regional authority;

WHEREAS, Miss. Code Ann. §17-17-5 authorizes both the City and County to provide for the collection and disposal of garbage by contract and the service may include house-to-house service or the placement of regularly serviced and controlled bulk refuse receptacles within reasonable distance from the farthest affected household;

WHEREAS, the City is authorized pursuant to Mississippi Code Annotated §§ 21-19-1 and 21-19-3 to make regulations to secure the general health of the municipality and to prevent the introduction and spread of contagious or infectious diseases both within the City and beyond the City limits;

WHEREAS, Miss. Code Ann. §17-13-7 authorizes cities and counties of the State to enter into written contractual agreements with one another for joint or cooperative action to provide services and facilities;

WHEREAS, the County and City are authorized to enter into this Agreement pursuant to Miss. Code Ann. §17-13-7, and the County and City may independently exercise the power, authority and responsibility to engage in the functions and perform the services outlined below;

WHEREAS, the County and City (sometimes collectively "the Parties") desire to enter into an Interlocal Agreement for the purpose of the City providing residential garbage pick-up in particular locations in the County, from time to time, on an as-needed and on-call basis, or regular schedule agreed upon by the Parties;

WHEREAS, the Parties desire to work in coordination and cooperation with each other in a government-to-government relationship for both of their benefit; and

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the Parties agree as follows:

I. PURPOSE

The purpose of this Interlocal Agreement is to establish a protocol for, and define the respective responsibilities and obligations of the Parties with respect to the City providing pick-up of residential garbage in certain areas of the County, from time to time, on an on-call and as-needed basis, or on a regular schedule agreed-upon by the Parties, to contribute to the health, safety, and welfare of both the City and the County, and to assure compliance with the duties and requirements imposed by law relating to garbage collection.

II. ADMINISTRATION AND RESPONSIBILITIES OF THE PARTIES

A separate entity or administrative body is not created under this Agreement.

A. The Parties covenant, warrant and agree as follows with respect to the City providing service for residential garbage pick-up in the County:

1. Pick-up shall occur on Wednesday of the week unless otherwise agreed upon by the Parties. The City shall only be obligated to pick up garbage in the County one day a week, unless otherwise mutually agreed upon by the Parties.
2. The County shall designate the specific routes and areas needing pick-up to Starkville's Director of Sanitation and Environmental Services one full week prior to the pick-up date.
3. The City shall use its labor and equipment as specified in Exhibit A, which is attached hereto and incorporated herein, unless otherwise amended by mutual written agreement of the Parties. The Parties will not share property or create joint property. Neither the County, nor any entity other than the City, shall supply labor or equipment for the service.
4. The City shall charge, and the County shall pay, the rates and fees for such services as shown on Exhibit A attached hereto and incorporated herein, unless otherwise amended by mutual written agreement of the Parties. The City Clerk shall bill the County Administrator on a monthly basis for the services rendered. The invoices are due upon receipt and must be paid within forty-five (45) days of receipt, or be subject to all penalties and late fees as provided by Miss. Code Ann. §31-7-305.
5. The City shall deliver the garbage to the Golden Triangle Regional Landfill, and any and all costs associated with such delivery shall be paid by the County, as invoiced to the County by

the City.

6. The Parties shall operate as independent contractors. This Agreement does not create a partnership or joint venture but rather an interlocal cooperative relationship pursuant to Mississippi's Interlocal Cooperation Act of 1974.

III. EFFECTIVE DATE & DURATION

Pursuant to Mississippi Code Annotated § 17-13-11, this Interlocal Agreement will not become effective until it has been approved by the Attorney General's Office and has been filed with the Chancery Clerk and the Secretary of State. This agreement will remain in effect until amended or terminated by the parties.

IV. AMENDMENTS & TERMINATION

This Interlocal Agreement may only be amended in writing as mutually agreed upon by the Parties. This Interlocal Agreement may be terminated by any Party with at least 60-days written notice to the other Party.

V. SEVERABILITY

Should any provisions of this Agreement be found to be unconstitutional, or otherwise be contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possible to do so, the remainder of this Agreement shall remain in full force and effect.

VI. AUTHORITY

Authority for this Agreement has been granted by the Mississippi Legislature pursuant to Section 17-13-7 of the Mississippi Code.

SO EXECUTED AND AGREED THIS _____ DAY OF _____ 2022.

CITY OF STARKVILLE, MISSISSIPPI

By: _____

D. Lynn Spruill, Mayor

OKTIBBEHA COUNTY, MISSISSIPPI

By: _____

Bricklee Miller, Board of Supervisors President



SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT

506 DR. D.L. CONNER DRIVE
STARKVILLE, MISSISSIPPI 39759

Christopher Smiley
Sanitation & Environmental Services Director

Phone: 662-323-2652

c.smiley@cityofstarkville.org

**Sanitation & Environmental Services
Residential Cost per Truck/Employees**

	Landfill Rate	23.65 x 11 tons	= \$ 260.15
	Truck Fuel		= \$ 250.00
	Overtime Rate	If needed x 2hrs	= \$ 222.64
Employees	2	Sanitation Workers \$15.42 @8 hrs	= \$ 246.72
	1	Residential Driver \$18.87 @8 hrs	= \$ 150.96
	1	Foreman \$24.50 @8 hrs	= \$ 196.00
		Total	= \$ 1,326.47



7. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, OR A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR AUTHORIZING ENTERING INTO A LOAN AGREEMENT WITH AND OBTAINING A LOAN FROM THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$15,000,000.00, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, AND FOR A TERM OF ANY INDIVIDUAL SERIES NOT TO EXCEED 30 YEARS, TO PROVIDE FUNDS FOR THE AUTHORIZED PURPOSES; AND FOR RELATED PURPOSES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, authorizing the issuance of General Obligation Public Improvement Bonds of the Municipality, or a General Obligation Public Improvement Bond of the Municipality for sale to the Mississippi Development Bank, or authorizing entering into a loan agreement with and obtaining a loan from the Mississippi Development Bank, all in the maximum aggregate principal amount of \$15,000,000.00, in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed 30 years, to provide funds for the authorized purposes; and for related purposes” is enumerated, this consent item is thereby approved.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, OR A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR AUTHORIZING ENTERING INTO A LOAN AGREEMENT WITH AND OBTAINING A LOAN FROM THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$15,000,000, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, AND FOR A TERM OF ANY INDIVIDUAL SERIES NOT TO EXCEED 30 YEARS, TO PROVIDE FUNDS FOR THE AUTHORIZED PURPOSES; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the “Governing Body” of the “Municipality”), acting for and on behalf of the Municipality, hereby finds, determines, adjudicates, and declares as follows:

1. “Act” shall mean Senate Bill 3012, as approved by the Legislature of the State of Mississippi (the “Legislature” of the “State”) in its Regular Session 2018 and signed by the Governor (the “Governor”) of the State on March 27, 2018, and by House Bill No. 1565, as approved by the Legislature in its Regular Session 2019 and signed by the Governor on April 3, 2019 (together, the “Authority Act”), Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the “Municipal Improvements Act”), Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the “Bank Act”), and other applicable laws of the State (together, the “Act”).

2. “Special Tax Authorized Purpose” shall mean providing funds to acquire real property and constructing, equipping, owning, operating, leasing, furnishing, maintaining, and marketing new and existing sports tournament and recreational facilities of the Municipality and for related purposes as authorized by the Authority Act, and to pay the principal of and interest on bonds issued pursuant to the Authority Act.

3. “General Municipal Improvements Authorized Purpose” shall mean providing funds for the purpose of erecting municipal buildings, auditoriums, community centers, gymnasiums, and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning, and equipping the same; erecting or purchasing waterworks, gas, electric, and other public utility plants

or distribution systems or franchises, and repairing, improving, and extending the same; establishing sanitary, storm, drainage, or sewerage systems, and repairing, improving, and extending the same; protecting the Municipality, its streets, and sidewalks from overflow, caving banks, and other like dangers; constructing, improving, or paving streets, sidewalks, driveways, parkways, walkways, or public parking facilities, and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping, and adorning the same, including the constructing, repairing, and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect, or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing machinery and equipment which have an expected useful life in excess of 10 years.

4. On November 6, 2018, the Governing Body adopted a resolution stating its intent to levy an additional 1% economic development, tourism, and convention tax on the gross income of restaurants derived from retail sales of prepared food, alcoholic beverages, and nonalcoholic beverages, and from gross income derived from lodging at hotels and motels within the Municipality (the “Special Sales Tax”) for the “construction, maintenance, operation, and promotion of recreation and sports tournament facilities” within the Municipality.

5. On April 16, 2019, the Governing Body adopted a resolution calling for a special election on the issue of levying the Special Sales Tax for the Special Tax Authorized Purpose. After adoption of the resolution of April 16, 2019, and publication of notice of such election pursuant to the Authority Act, the citizens of the Municipality approved the aforesaid tax levy by election on May 30, 2019. On June 4, 2019, the Governing Body adopted a resolution calling for the levy of the Special Sales Tax beginning on August 1, 2019, and forwarded a copy of the resolution to the Mississippi Department of Revenue.

6. Pursuant to the Authority Act, the proceeds of the Special Sales Tax shall not be considered as general fund revenues but shall be dedicated to and expended solely for the Special Tax Authorized Purpose.

7. Pursuant to the Authority Act, the Governing Body is authorized to issue general obligation bonds of the Municipality or incur other indebtedness in an aggregate principal amount that is not in excess of an amount for which debt service is capable of being funded by the proceeds of the Special Sales Tax. The general obligation bonds issued pursuant to the Authority Act shall not be included in the limitation on indebtedness imposed in the Municipal Improvements Act or any other limitation on indebtedness of the Municipality.

8. Pursuant to the Act, the Mississippi Development Bank (the “Bank”) has previously issued its \$14,130,000 Special Obligation Bonds, Series 2020 (Starkville, Mississippi, Parks and Recreation General Obligation Bond Project), dated and issued April 22, 2020, and its \$9,835,000 Special Obligation Bonds, Series 2020B (Starkville, Mississippi, Parks and Recreation Project General Obligation Bond) (together, the “Series 2020 Bonds”).

9. Pursuant to the Act, the Municipality is authorized to undertake activities for the General Municipal Improvements Authorized Purpose and the Special Tax Authorized Purpose (together, the “Authorized Purposes”), and to provide for the payment of the costs thereof, or any portion of such costs, by issuing general obligation bonds of the Municipality (the “Bonds”), issuing a general obligation bond of the Municipality (the “Qualified Obligation”) for sale to the Bank, or entering into a loan agreement and obtaining a loan from the Bank (the “Loan”), all in the maximum aggregate principal amount of \$15,000,000, issued in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed 30 years.

10. The proceeds of the Special Sales Tax are sufficient to pay the debt service on the Bonds, the Qualified Obligation, or the Loan, on a parity with the Series 2020 Bonds.

11. The Municipality is authorized by the Municipal Improvements Act to issue the Bonds, the Qualified Obligation, or the Loan for the purpose of providing funds for the General Municipal Improvements Authorized Purpose. It is necessary and in the public interest to issue the Bonds, the Qualified Obligation, or the Loan to provide funds for the General Municipal Improvements Authorized Purpose.

12. The Bonds, the Qualified Obligation, or the Loan shall be on a parity of payment with the revenues of the Special Sales Tax with the Series 2020 Bonds.

13. The Municipality is authorized to undertake activities for the Authorized Purposes, and to provide

for the payment of the costs thereof, or any portion of such costs, by issuing the Bonds, issuing the Qualified Obligation for sale to the Bank, or obtaining the Loan from the Bank.

14. Pursuant to the provisions of the Act, and by resolution adopted September 20, 2022 (the "Resolution of Intent"), the Governing Body declared its intention to issue the Bonds or the Qualified Obligation or obtain the Loan from the Bank to provide funds for the Authorized Purposes, and directed that the Resolution of Intent be published at least 3 times in the *Starkville Daily News*, a newspaper published in and having a general circulation in the Municipality, and being a qualified newspaper under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the Resolution of Intent having been published in said newspaper on October 5, 2022, October 12, 2022, October 19, 2022, and October 26, 2022, as evidenced by the publisher's affidavit attached hereto as **Attachment A**.

15. The Resolution of Intent was duly published once a week for at least 3 consecutive weeks, the first publication having been made not less than 21 days prior to November 1, 2022, being the date set for the filing of protests on the matter of authorizing the issuance of the Bonds or the Qualified Obligation or obtaining the Loan, and the last publication having been made not more than 7 days prior to such date.

16. On or prior to November 1, 2022, at 5:30 p.m., no protest against the issuance of the Bonds or the Qualified Obligation or obtaining the Loan, or any petition that an election be called on the question of the issuance of the Bonds or the Qualified Obligation or obtaining the Loan, was filed.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY AS FOLLOWS:

SECTION 1. The Governing Body is now authorized to issue the Bonds or the Qualified Obligation or obtain the Loan, all in the maximum aggregate principal amount of \$15,000,000, in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed 30 years, for the Authorized Purposes.

SECTION 2. The Bonds or the Qualified Obligation will be issued and sold or the Loan obtained pursuant to subsequent orders of the Governing Body.

Alderman Rupp moved and Alderman Brooks seconded the motion to adopt the foregoing resolution, and the question being put to a vote, the result was as follows:

Alderman Hamp Beatty	voted: yea
Alderman Mike Brooks	voted: yea
Alderman Ben Carver	voted: yea
Alderman Roy A'. Perkins	voted: yea
Alderman Jeffrey Rupp	voted: yea
Alderman Sandra C. Sistrunk	voted: yea
Alderman Henry N. Vaughn, Sr.	voted: yea

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this day, November 1, 2022.

City of Starkville, Mississippi

Mayor

ATTEST: _____ Lesa Hardin, City Clerk

Affidavit of Publication

STATE OF MISSISSIPPI }
COUNTY OF OKTIBBEHA } SS

Ashley Doss, being duly sworn, says:

That she is Classified Clerk of the Starkville Daily News, a daily newspaper of general circulation, printed and published in Starkville, Oktibbeha County, Mississippi; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

October 05, 2022, October 12, 2022, October 19, 2022,
October 26, 2022

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

Ashley Doss

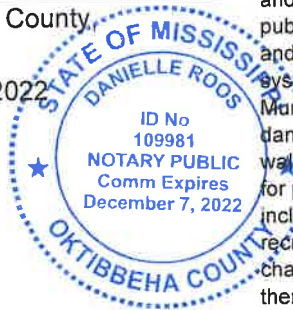
Classified Clerk

Subscribed to and sworn to me this 26th day of October 2022.

Danielle Roos

Danielle Roos, Notary Public, Oktibbeha County, Mississippi

My commission expires: December 07, 2022



00001631 00098883

Melinda Ryan
Watkins & Eager, PLLC (SDN)
P.O. Box 650
Jackson, MS 39205

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DECLARING THE INTENTION TO ISSUE GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, TO ISSUE A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR TO ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$15,000,000, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, AND FOR A TERM OF ANY INDIVIDUAL SERIES NOT TO EXCEED 30 YEARS, TO PROVIDE FUNDS FOR THE AUTHORIZED PURPOSES; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "Governing Body" of the "Municipality"), acting for and on behalf of the Municipality, hereby finds, determines, adjudicates, and declares as follows:

In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

1. "Act" shall mean Senate Bill 3012, as approved by the Legislature of the State of Mississippi (the "Legislature" of the "State") in its Regular Session 2018 and signed by the Governor (the "Governor") of the State on March 27, 2018, and by House Bill No. 1565, as approved by the Legislature in its Regular Session 2019 and signed by the Governor on April 3, 2019 (together, the "Authority Act"), Sections 21-33-301 et seq., Mississippi Code of 1972, as amended (the "Municipal Improvements Act"), Sections 31-25-1 et seq., Mississippi Code of 1972, as amended (the "Bank Act"), and other applicable laws of the State (together, the "Act").

2. "Special Tax Authorized Purpose" shall mean providing funds to acquire real property and constructing, equipping, owning, operating, leasing, furnishing, maintaining, and marketing new and existing sports tournament and recreational facilities of the Municipality and for related purposes as authorized by the Authority Act, and to pay the principal of and interest on bonds issued pursuant to the Authority Act.

3. "General Municipal Improvements Authorized Purpose" shall mean providing funds for the purpose of erecting municipal buildings, auditoriums, community centers, gymnasiums, and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning, and equipping the same; erecting or purchasing waterworks, gas, electric, and other public utility plants or distribution systems or franchises, and repairing, improving, and extending the same; establishing sanitary, storm, drainage, or sewerage systems, and repairing, improving, and extending the same; protecting the Municipality, its streets, and sidewalks from overflow, caving banks, and other like dangers; constructing, improving, or paving streets, sidewalks, driveways, parkways, walkways, or public parking facilities, and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping, and adorning the same, including the constructing, repairing, and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect, or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing machinery and equipment which have an expected useful life in excess of 10 years.

4. On November 6, 2018, the Governing Body adopted a resolution stating its intent to levy an additional 1% economic development, tourism, and convention tax on the gross income of restaurants derived from retail sales of prepared food, alcoholic beverages, and nonalcoholic beverages, and from gross income derived from lodging at hotels and motels within the Municipality (the "Special Sales Tax") for the "construction, maintenance, operation, and promotion of recreation and sports tournament facilities" within the Municipality.

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6. Pursuant to the Authority Act, the proceeds of the Special Sales Tax shall not be considered as general fund revenues but shall be dedicated to and expended solely for the Special Tax Authorized Purpose.

7. Pursuant to the Authority Act, the Governing Body is authorized to issue general obligation bonds of the Municipality or incur other indebtedness in an aggregate principal amount that is not in excess of an amount for which debt service is capable of being funded by the proceeds of the Special Sales Tax. The general obligation bonds issued pursuant to the Authority Act shall not be included in the limitation on indebtedness imposed in the Municipal Improvements Act or any other limitation on indebtedness of the Municipality.

8. Pursuant to the Act, the Mississippi Development Bank (the "Bank") has previously issued its \$14,130,000 Special Obligation Bonds, Series 2020 (Starkville, Mississippi, Parks and Recreation General Obligation Bond Project), dated and issued April 22, 2020, and its \$9,835,000 Special Obligation Bonds, Series 2020B (Starkville, Mississippi, Parks and Recreation Project General Obligation Bond) (together, the "Series 2020 Bonds").

9. Pursuant to the Act, the Municipality is authorized to undertake activities for the General Municipal Improvements Authorized Purpose and the Special Tax Authorized Purpose (together, the "Authorized Purposes"), and to provide for the payment of the costs thereof, or any portion of such costs, by issuing general obligation bonds of the Municipality (the "Bonds"), issuing a general obligation bond of the Municipality (the "Qualified Obligation") for sale to the Mississippi Development Bank (the "Bank"), or entering into a loan agreement and obtaining a loan from the Bank (the "Loan"), all in the maximum aggregate principal amount of \$15,000,000, issued in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed 30 years.

10. The proceeds of the Special Sales Tax is sufficient to pay the debt service on the Bonds, the Qualified Obligation, or the Loan, on a parity with the Series 2020 Bonds.

11. The Municipality is authorized by the Municipal Improvements Act to issue the Bonds, the Qualified Obligation, or the Loan for the purpose of providing funds for the General Municipal Improvements Authorized Purpose. It is necessary and in the public interest to issue the Bonds, the Qualified Obligation, or the Loan to provide funds for the General Municipal Improvements Authorized Purpose.

12. The Bonds, the Qualified Obligation, or the Loan shall be on a parity of payment with the revenues of the Special Sales Tax with the Series 2020 Bonds.

13. The Municipality reasonably expects that it will incur expenditures for the Authorized Purposes for which the Municipality will advance internal funds prior to the issuance of the Bonds, the Qualified Obligation, or the Loan, issued in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed 30 years, and that it should declare its official intent to reimburse its general fund or special tax fund for all or a portion of such expenditures of the Authorized Purposes made in anticipation of the issuance of the Bonds, the Qualified Obligation, or the Loan.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE MUNICIPALITY AS FOLLOWS:

SECTION 1. This resolution is adopted pursuant to the provisions of the Act.

SECTION 2. The Governing Body, acting for and on behalf of the Municipality, does hereby declare its intention to issue and sell the Bonds pursuant to the Authority Act and the Municipal Improvements Act, to issue and sell the Qualified Obligation pursuant to the the Authority Act, the Municipal Improvements Act, and the Bank Act, or enter into the Loan with the Bank pursuant to the the Authority Act, the Municipal Improvements Act, and the Bank Act, issued in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed 30 years, all in the maximum aggregate principal amount of \$15,000,000, for the

Authorized Purposes.

SECTION 3. The Bonds, the Qualified Obligation, or the Loan, may be issued in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed 30 years, and, if issued, may be payable from legally available revenues of the Municipality, including the Special Sales Tax, provided that the Bonds, the Qualified Obligation, or the Loan shall be on a parity of payment with the revenues of the Special Sales Tax with the Series 2020 Bonds.

SECTION 4. The Bonds and the Qualified Obligation may be general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a tax to be levied annually upon all the taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, shall be sufficient to provide for the payment of the principal of and the interest on the Bonds or the Qualified Obligation according to the terms thereof; provided, however, that the Bonds and the Qualified Obligation issued pursuant to the Authority Act shall not be included in the limitation on indebtedness imposed in the Municipal Improvements Act or any other limitation on indebtedness of the Municipality.

SECTION 5. The Bonds, the Qualified Obligation, or the Loan, in the amount, for the purpose, and secured as aforesaid, will be authorized to be issued at a meeting of the Governing Body to be held at the City Hall located at 110 West Main Street in the Municipality on Tuesday, November 1, 2022, at 5:30 p.m. Pursuant to the Act, if a petition signed by not less than 10% of the qualified electors of the Municipality, or 1,500, whichever is the lesser, be filed objecting to and protesting the issuance of the Bonds, the Qualified Obligation, or the Loan, on or before the aforesaid date and hour, then an election on the question of the issuance of the Bonds, the Qualified Obligation, or the Loan may be called and held as provided by law. If no such protest be filed, then the Bonds, the Qualified Obligation, or the Loan may be issued without an election on the question of the issuance thereof, at any time within a period of 2 years after the date above specified, and may be sold under the regular procedure for issuing and selling the Bonds, the Qualified Obligation, or the Loan.

SECTION 6. This resolution shall be published once a week for at least 3 consecutive weeks in the Starkville Daily News, a newspaper published in and having a general circulation in the Municipality and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended. The first publication of this resolution shall be made not less than 21 days prior to the date fixed herein for the issuance of the Bonds, the Qualified Obligation, or the Loan, and the last publication shall be made not more than 7 days prior to the date fixed herein for the issuance of the Bonds, the Qualified Obligation, or the Loan.

SECTION 7. The City Clerk is hereby directed to procure from the publisher of the Starkville Daily News the customary proof of publication of this resolution and to have the same before the Governing Body on the date and hour specified in Section 5 hereof.

SECTION 8. Pursuant to Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"), the Governing Body hereby declares its official intent to reimburse the Municipality's general fund or special tax fund for expenditures made for the Authorized Purposes prior to the issuance of the Bonds, the Qualified Obligation, or the Loan, with proceeds of the Bonds, the Qualified Obligation, or the Loan, to the extent permitted by the Reimbursement Regulations.

SECTION 9. The Municipality by subsequent resolution shall take such actions as may be necessary to specify the terms and conditions of the issuance and sale of the Bonds, the Qualified Obligation, or the Loan.

SECTION 10. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein. All resolutions in conflict with this resolution are hereby amended and repealed, but only to the extent of any such conflict. For cause, this resolution shall become effective immediately upon its adoption.

Following the reading of the foregoing resolution and discussion thereof, Alderman Mike Brooks moved and Alderman Jeffrey Rupp seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Alderman Hamp Beatty voted: Aye
Alderman Mike Brooks voted: Aye

Alderman Ben Carver voted: Aye
Alderman Roy A'. Perkins voted: Aye
Alderman Jeffrey Rupp voted: Aye
Alderwoman Sandra C. Sistrunk voted: Aye
Alderman Henry N. Vaughn, Sr. voted: Aye

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this day, September 20, 2022.

City of Starkville, Mississippi

/s/ Lynn Spruill

Mayor

ATTEST:

/s/ Lesa Hardin

City Clerk

Publication:

October 5, 2022; October 12, 2022; October 19, 2022; and October 26, 2022

8. CONSIDERATION OF CHANGE ORDER # 1 FROM TABOR CONSTRUCTION AND DEVELOPMENT OF MS FOR GRADING EXCESS DIRT IN THE AMOUNT OF \$4,838.40 FROM THE 2022 DMOT MM-0068-1022 GRANT AT GEORGE M. BRYAN FIELD.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of Change Order # 1 from Tabor Construction and Development of MS for Grading Excess Dirt in the amount of \$4,838.40 from the 2022 DMOT MM-0068-1022 Grant at George M. Bryan Field” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF AWARDING CONTRACT A TO THE LOW BIDDER ERECT-A-TUBE IN THE AMOUNT OF \$228,712.00 TO MANUFACTURE & DELIVER A CORPORATION HANGAR INCLUDING THE DOOR AT GEORGE M. BRYAN FIELD FUNDED FROM THE 2022 MDOT MULTI-MODAL GRANT MM-000068-1022, THE FAA AIG GRANT AND UP TO 2.5% MATCH FROM THE AIRPORT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of awarding Contract A to the low bidder Erect-A-Tube in the amount of \$228,712 to manufacture & deliver a corporation hangar including the door at George M. Bryan Field funded from the 2022 MDOT Multi-Modal Grant MM-000068-1022 and the FAA AIG Grant” is enumerated, this consent item is thereby approved.
The certified bid tabulation follows this page.

10. CONSIDERATION OF AN ENGINEERING SERVICES CONTRACT WITH NEEL SCHAFER FOR THE BUILD GRANT PROJECT CONSTRUCTION ENGINEERING AND INSPECTION (CE&I), AND AUTHORIZE THE MAYOR TO EXECUTE ANY NECESSARY MDOT PAPERWORK FOR THIS PROJECT IN ACCORDANCE WITH THE MDOT LOCAL PUBLIC AGENCIES (LPA) MANUAL PENDING MDOT APPROVAL.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of an engineering services contract with Neel Schaffer for the BUILD Grant project Construction Engineering and Inspection (CE&I), and execute any necessary MDOT paperwork for this project in accordance with the MDOT Local Public Agencies (LPA) Manual pending MDOT approval” is enumerated, this consent item is thereby approved.
The contract follows the airport bid tabulation.

Starkville-George M. Bryan Field
Corporate Hangar Building
TABULATION OF BIDS RECEIVED June 24, 2022
For Contract A- Manufacture, Supply and Delivery

ITEM	QUANTITY	Erect-A-Tube		Tabor Construction & Development		T & M Steel	
		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1. Corporate Hangar Building Contractor/Equipment Supplier to manufacture, supply and deliver to the job site one (1) pre-engineered, pre-manufactured 70' x 65' x 22' eave height x 18' clear opening Corporate Hangar building complete with all appurtenances required by the specifications suitable for erection by others on a foundation provided by others according to an anchor bolt pattern provided by the Contractor / Equipment supplier. Contractor / Equipment Supplier to certify proper installation of the system and assist with intialization and start-up of hangar door operators as described in the Contract Documents. The Base Bid Supplier is Erect-A-Tube, Inc., Box 100 Harvard, Illinois 60033, (815) 943-4091.	1 LS	\$228,712.00	\$228,712.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL BASE BID (Verified)			\$228,712.00		\$0.00		\$0.00

ALTERNATE BID ITEM

1A. Corporate Hangar Building Contractor/Equipment Supplier to manufacture, supply and deliver to the job site one (1) pre-engineered, pre-manufactured 70' x 65' x 22' eave height x 18' clear opening Corporate Hangar building complete with all appurtenances required by the specifications suitable for erection by others on a foundation provided by others according to an anchor bolt pattern provided by the Contractor / Equipment supplier. Contractor / Equipment Supplier to certify proper installation of the system and assist with intialization and start-up of hangar door operators as described in the Contract Documents.	1 LS			\$0.00	\$0.00	\$0.00	\$0.00
TOTAL DEDUCTIVE ALTERNATE BID (Verified)				\$0.00			\$0.00

I hereby certify that, to the best of my knowledge, this is a true and correct copy of the bid tabulation of bids
which were opened at the Starkville City Hall on June 24, 2022 at 3:00 p.m local time for the captioned project.
Items in bold italics indicate corrected mathematical extensions.



Carey F. Hardin, P.E.
Mississippi Registration No. 7432



CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT

*State Route 182 (Martin Luther King Jr. Blvd.)
From Beattie Street to Old West Point Road
FBLD-7113-00(004)LPA/108418-801000
City of Starkville
Starkville, MS*

THIS CONTRACT, is made and entered into by and between the *City of Starkville, Mississippi*, a body Politic of the State of Mississippi (the "LPA"), and, *Neel-Schaffer, Inc.* (the "CONSULTANT"), a *Corporation*, duly registered to do business in the State of Mississippi, whose address for mailing is *P.O. Box 22625, Jackson, MS 39211*, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform the construction engineering services for State Route 182 (Martin Luther King Blvd.) revitalization project that includes subsurface drainage construction, retaining wall construction, utility relocation, earthwork, curb and gutter construction, asphalt paving, ITS work, traffic signal replacements, hardscaping, and landscaping improvements from Beattie Street to Old West Point Road, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to ~~engage~~ a qualified and experienced CONSULTANT to perform engineering services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

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

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract; and

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

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

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards (and those MDOT and LPA standards specified in Exhibit 2) as to general format and content and in addition thereto, any special requirements of the LPA.

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

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

ARTICLE II. SCOPE OF WORK

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

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction engineering services of the CONSULTANT under this contract shall start no earlier than the **date of FHWA/MDOT concurrence in the award of the construction contract by the LPA**, and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. However, the CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction engineering services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

ARTICLE V. RELATIONSHIP OF THE PARTIES

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

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

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

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

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a preferred 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. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

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

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

C. Record Retention

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

D. Retainage

The LPA shall retain the final 5% of the CONSULTANT'S CONTRACT amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

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

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

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits attached to this contract, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

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

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

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

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

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

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

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

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

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at the LPA'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 the 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 the 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 the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

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

ARTICLE XIII. MODIFICATION

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

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

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

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

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

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

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with 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).

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

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

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

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

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

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

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

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

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of

this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

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

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

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in 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, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its 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. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subconsultants and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

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

ARTICLE XX. SEVERABILITY

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

ARTICLE XXI. ENTIRE AGREEMENT

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

ARTICLE XXII. CONFLICT OF INTEREST

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

performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

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

ARTICLE XXIV. STOP WORK ORDER

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

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

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

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

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all

documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:

Chris Williams
City of Starkville
110 W Main Street
Starkville, MS 39759
Phone: 662-323-2525
c.williams@cityofstarkville.org

For Technical Matters:

Chris Williams
City of Starkville
110 W Main Street
Starkville, MS 39759
Phone: 662-323-2525
c.williams@cityofstarkville.org

CONSULTANT:

For Contractual Matters:

Keith Purvis, PE
Neel-Schaffer, Inc.
4450 Old Canton Road
Jackson, MS 39211
Phone: 601-948-3071
keith.purvis@neel-schaffer.com

For Technical Matters:

Graham Legate, PE
Neel-Schaffer, Inc.
4450 Old Canton Road
Jackson, MS 39211
Phone: 601-948-3071
graham.legate@neel-schaffer.com

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

P.E. # 11721

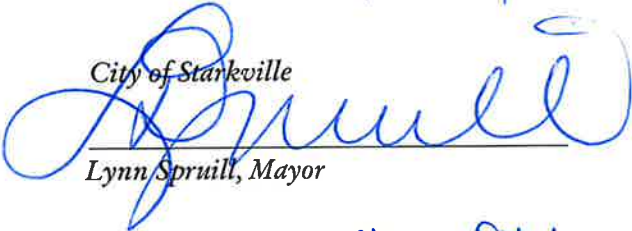
Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

P.E.# 20756

ARTICLE XXVI. AUTHORIZATION

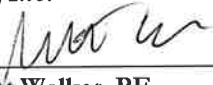
Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of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

WITNESS this my signature in execution hereof, this the 4th day of November, 2022

City of Starkville

Lynn Spruill, Mayor

WITNESS this my signature in execution hereof, this the 13th day of October, 2022

Neel-Schaffer, Inc.

BY: 
Robert Walker, PE

ATTEST: 
(for CONSULTANT)

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

LIST OF EXHIBITS

1. Evidence of Authority
2. Scope of Work
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 1

{{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}}

{{{{Attach a copy of authority to execute contracts on behalf of the CONSULTANT here}}}}

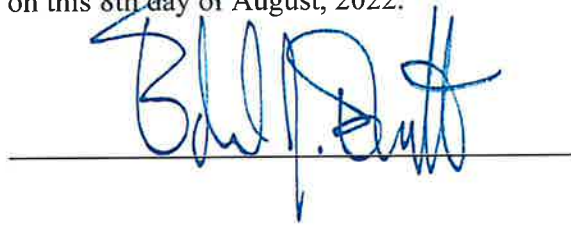
NEEL-SCHAFFER, INC.

**OPINION AND CERTIFICATE OF THE CORPORATE SECRETARY
OF NEEL-SCHAFFER, INC. REGARDING CONTRACTING AUTHORITY**

I, **Edward J. Everitt** do hereby declare and certify that I am duly elected, qualified and acting Corporate Secretary of Neel-Schaffer, Inc., (the "Company"), a corporation duly organized and validly existing under the laws of the State of Mississippi, and that in such capacity, I do hereby declare and certify the following:

In accordance with the authority granted by the Company's Board of Directors and governing documents (and associated approved delegations thereof), **Robert Walker** has the authority to and is empowered to act for and on behalf of the Company in executing in the name of the Company, any and all types of proposals, bids, contracts, agreements, documents and instruments of whatever nature or kind necessary up to the value of **\$5,000,000.00** to complete the contracting process relating to the **Martin Luther King Jr. Boulevard (HWY 182) Revitalization Project, Federal Aid Project No. FBLD-7113-00(004) LPA/108418-801000** for the **City of Starkville, Mississippi**.

IN WITNESS WHEREOF, I have herewith signed my name and affixed the seal of Neel-Schaffer, Inc., on this 8th day of August, 2022.



By: Edward J. Everitt
Corporate Secretary

Corporate Seal:



EXHIBIT 2

Scope of Work

INTRODUCTION

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

ENGINEERING ADMINISTRATION:

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

CONSTRUCTION ENGINEERING SERVICES:

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

- A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project Engineer and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval.
- B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and The Engineer's daily activities by names, function performed, and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.
- C. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of

CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

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

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

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

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

I. General:

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

II. Duties and Responsibilities of the resident Project Engineer:

A. Schedules:

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

B. Conferences and Meetings:

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

C. Liaison:

- a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S

liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.

- b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

- a. Record the date of receipt of Shop Drawings and samples.
- b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the LPA of availability of samples for examination.
- c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.

E. Review of Work, Rejection of Defective Work, Inspections and Tests:

- a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.
- d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the LPA.

F. Interpretation of Contract Documents:

Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the LPA.

G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the LPA. Transmit to the CONTRACTOR decisions as issued by the LPA.

H. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders,

Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.

- b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

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

J. Payment Requests:

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

K. Certificates, Maintenance and Operation Manuals:

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

L. Completion:

- a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.
- b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.

- c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project Engineer:

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

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of \$ 2,380,009.96 for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

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

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the CONSULTANT being deemed ineligible for any potential Supplemental Agreements with the LPA. Any additions to an existing Labor Hour Rate table via Letter Agreement and/or Supplemental Agreement shall utilize the overhead rate(s) applied to the original CONTRACT. The estimated FCCM for cost proposals,

Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

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

Direct Costs:

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).** 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. In addition, no meal reimbursement will be allowed when there is no overnight stay.

Labor Hour / Unit-cost Rates:

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

Under no circumstances shall the CONSULTANT alter the personnel, classifications, and rates listed in the Labor Rate Schedule without an approved Letter Agreement signed by both parties.

Table 1: Rate Schedule for Labor Hours

PERSONNEL NAME	LABOR CLASSIFICATION	LOADED RATE (2022)	LOADED RATE (2023)	LOADED RATE (2024)	LOADED RATE (2025)
Robert Walker	Principal	\$335.89	\$345.97	\$356.35	\$367.04
Keith Purvis/Kevin Stafford	Client Manager	\$253.51	\$261.11	\$268.95	\$277.02
Graham Legate	Project Engineer	\$203.83	\$209.95	\$216.25	\$222.73
William Sanford	Asst. Project Engineer	\$144.58	\$148.91	\$153.38	\$157.98
Ben Stroud	Engineer Intern	\$109.30	\$112.58	\$115.95	\$119.43
	Inspector I	\$65.16	\$67.12	\$69.13	\$71.20

	Inspector I (OT)	\$116.49	\$119.99	\$123.59	\$127.29
	Inspector II	\$74.91	\$77.16	\$79.47	\$81.86
	Inspector II (OT)	\$133.92	\$137.94	\$142.07	\$146.34
Mike Brown	Supervisory Tech.	\$149.12	\$153.60	\$158.20	\$162.95
Mike Brown	Supervisory Tech. (OT)	\$229.26	\$236.13	\$243.22	\$250.51
	Supervisory Tech.	\$106.08	\$109.27	\$112.54	\$115.92
	Supervisory Tech. (OT)	\$163.09	\$167.98	\$173.02	\$178.21
	Administrative Asst.	\$85.62	\$88.19	\$90.84	\$93.56
	Archeologist	\$97.63	\$100.56	\$103.57	\$106.68
1-man Survey Crew		\$135.00	\$139.05	\$143.22	\$147.52
2-man Survey Crew		\$185.01	\$190.56	\$196.28	\$202.17

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed \$ 2,380,009.96 (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant	Total
\$ 1,625,068.53	\$42,029.50	\$ 712,911.93	\$ 2,380,009.96

EXHIBIT 4

SAMPLE INVOICE [Labor-Hour/Unit Cost]

LPA's name
LPA's address

DATE:

ATTENTION: LPA, Consultant Services Administrator

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 NO. 000-000000

	<u>CURRENT</u> <u>PERIOD</u>	<u>PREVIOUS</u> <u>ESTIMATE</u>	<u>TOTAL ALLOWED</u> <u>TO DATE</u>
* LABOR COSTS	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$

AMOUNT DUE THIS INVOICE: \$

NOTE:

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

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

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

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

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

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential 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-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

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

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

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

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

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

SO CERTIFIED this 13th day of October, 2022.

Neel-Schaffer, Inc.

BY: [Signature]
Robert Walker, PE

ATTEST: [Signature]

My Commission Expires:

[Signature]



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 4th day of November, 2022

City of Starkville, MS



Lynn Spruill, Mayor

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

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

128686

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

10/13/2022
Date

Keith Purvis
Printed Name of Authorized Officer or Agent

Vice President/Neel-Schaffer, Inc.
Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 13th day of October, 2022.


NOTARY PUBLIC
My Commission Expires: _____

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

FEE PROPOSAL

CONSTRUCTION ENGINEERING & INSPECTION

**State Route 182 (Martin Luther King Jr. Blvd.)
from Beattie Street to Old West Point Road**

Prepared for:
Mississippi Department of Transportation

Project Number:
FBLD-7113-00(004)LPA/108418-801000
City of Starkville, Starkville, MS

Prepared by: **Neel-Schaffer, Inc.**

Date Submitted:

August 4, 2022

Date Revised:

September 8, 2022

from Beattie Street to Old West Point Road

CONSTRUCTION ENGINEERING & INSPECTION

Neel-Schaffer, Inc.

Labor Costs

CE&I Services	\$	1,570,205.12
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Participating Drive Hours Cost

CE&I Services	\$	54,863.41
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Direct Costs

CE&I Services	\$	42,029.50
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Subtotal	Neel-Schaffer, Inc.	
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\$	1,667,098.03
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Atwell & Gent, P.A.

Labor Costs

CE&I Services	\$	581,377.34
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Participating Drive Hours Cost

CE&I Services	\$	-
---------------	----	---

Direct Costs

CE&I Services	\$	-
---------------	----	---

Subtotal Cost	Atwell & Gent, P.A.	
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\$	581,377.34
----	------------

Kimley-Horn

Labor Costs

CE&I Services	\$	50,351.01
---------------	----	-----------

Participating Drive Hours Cost

CE&I Services	\$	4,566.85
---------------	----	----------

Direct Costs

CE&I Services	\$	2,952.00
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Subtotal Cost	Kimley-Horn	
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\$	57,869.85
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Springer Engineering

Labor Costs

Testing Services	\$	37,474.74
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Direct Costs

CE&I Services	\$	36,190.00
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Subtotal Cost	Springer Engineering	
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\$	73,664.74
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PROJECT TOTAL COSTS

\$	2,380,009.96
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Back-up must be provided for all SubConsultants

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

Home Overhead Rate ²	170.55% %
FCCM (Home)	0.08% %
Field Overhead Rate ²	132.71% %
FCCM (Field)	0.01% %
Profit	12.00% %

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit	Regular Billing Rate
Principal	\$ 110.82	\$ 189.00	\$ 0.09	\$ 35.98	\$ 335.89
Client Manager	\$ 83.64	\$ 142.65	\$ 0.07	\$ 27.15	\$ 253.51
Project Engineer	\$ 67.25	\$ 114.69	\$ 0.05	\$ 21.83	\$ 203.83
Asst. Project Engineer	\$ 47.70	\$ 81.35	\$ 0.04	\$ 15.49	\$ 144.58
Engineer Intern	\$ 36.06	\$ 61.50	\$ 0.03	\$ 11.71	\$ 109.30
Inspector I	\$ 25.00	\$ 33.18	\$ 0.00	\$ 6.98	\$ 65.16
Inspector II	\$ 28.74	\$ 38.14	\$ 0.00	\$ 8.03	\$ 74.91
Supervisory Technician	\$ 35.00	\$ 59.69	\$ 0.03	\$ 11.36	\$ 106.08
Supervisory Technician	\$ 49.20	\$ 83.91	\$ 0.04	\$ 15.97	\$ 149.12
Administrative Assistant	\$ 28.25	\$ 48.18	\$ 0.02	\$ 9.17	\$ 85.62
Archeologist	\$ 32.21	\$ 54.93	\$ 0.03	\$ 10.46	\$ 97.63
1-man Survey Crew	\$ 44.54	\$ 75.96	\$ 0.04	\$ 14.46	\$ 135.00
2-man Survey Crew	\$ 61.04	\$ 104.10	\$ 0.05	\$ 19.82	\$ 185.01
{additional classifications}		\$ -	\$ -	\$ -	\$ -

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit	Regular Billing Rate
Inspector I	\$ 37.50	\$ 49.77	\$ 0.00	\$ 10.47	\$ 116.49
Inspector II	\$ 43.11	\$ 57.21	\$ 0.00	\$ 12.04	\$ 133.92
Supervisory Technician	\$ 52.50	\$ 69.67	\$ 0.01	\$ 14.66	\$ 163.09
Supervisory Technician	\$ 73.80	\$ 97.94	\$ 0.01	\$ 20.61	\$ 229.26
{additional classifications}		\$ -	\$ -	\$ -	\$ -

² Approved by MDOT³ If needed, adjust formula to include appropriate overhead rate

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

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

BILLING RATE TABLE - 2023

Neel-Schaffer, Inc.

CONSTRUCTION ENGINEERING & INSPECTION

Home Overhead Rate ²	170.55% %
FCCM (Home)	0.08% %
Field Overhead Rate ²	132.71% %
FCCM (Field)	0.01% %
Profit	12.00% %

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit	Regular Billing Rate
Principal	\$ 114.14	\$ 194.67	\$ 0.09	\$ 37.06	\$ 345.97
Client Manager	\$ 86.15	\$ 146.93	\$ 0.07	\$ 27.97	\$ 261.11
Project Engineer	\$ 69.27	\$ 118.14	\$ 0.06	\$ 22.49	\$ 209.95
Asst. Project Engineer	\$ 49.13	\$ 83.79	\$ 0.04	\$ 15.95	\$ 148.91
Engineer Intern	\$ 37.14	\$ 63.35	\$ 0.03	\$ 12.06	\$ 112.58
Inspector I	\$ 25.75	\$ 34.17	\$ 0.00	\$ 7.19	\$ 67.12
Inspector II	\$ 29.60	\$ 39.29	\$ 0.00	\$ 8.27	\$ 77.16
Supervisory Technician	\$ 36.05	\$ 61.48	\$ 0.03	\$ 11.70	\$ 109.27
Supervisory Technician	\$ 50.68	\$ 86.43	\$ 0.04	\$ 16.45	\$ 153.60
Administrative Assistant	\$ 29.10	\$ 49.63	\$ 0.02	\$ 9.45	\$ 88.19
Archeologist	\$ 33.18	\$ 56.58	\$ 0.03	\$ 10.77	\$ 100.56
1-man Survey Crew	\$ 45.88	\$ 78.24	\$ 0.04	\$ 14.89	\$ 139.05
2-man Survey Crew	\$ 62.87	\$ 107.23	\$ 0.05	\$ 20.41	\$ 190.56
{additional classifications}	\$ -	\$ -	\$ -	\$ -	\$ -

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit	Regular Billing Rate
Inspector I	\$ 38.63	\$ 51.26	\$ 0.00	\$ 10.79	\$ 119.99
Inspector II	\$ 44.40	\$ 58.93	\$ 0.00	\$ 12.40	\$ 137.94
Supervisory Technician	\$ 54.08	\$ 71.76	\$ 0.01	\$ 15.10	\$ 167.98
Supervisory Technician	\$ 76.01	\$ 100.88	\$ 0.01	\$ 21.23	\$ 236.13
0	\$ 68.81	\$ 91.32	\$ 0.01	\$ 19.22	\$ 213.77
{additional classifications}		\$ -	\$ -	\$ -	\$ -

² Approved by MDOT

³ If needed, adjust formula to include appropriate overhead rate

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

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

Home Overhead Rate ²	<u>170.55%</u> %
FCCM (Home)	<u>0.08%</u> %
Field Overhead Rate ²	<u>132.71%</u> %
FCCM (Field)	<u>0.01%</u> %
Profit	<u>12.00%</u> %

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit	Regular Billing Rate
Principal	\$ 117.57	\$ 200.51	\$ 0.09	\$ 38.17	\$ 356.35
Client Manager	\$ 88.73	\$ 151.34	\$ 0.07	\$ 28.81	\$ 268.95
Project Engineer	\$ 71.35	\$ 121.68	\$ 0.06	\$ 23.16	\$ 216.25
Asst. Project Engineer	\$ 50.60	\$ 86.31	\$ 0.04	\$ 16.43	\$ 153.38
Engineer Intern	\$ 38.26	\$ 65.25	\$ 0.03	\$ 12.42	\$ 115.95
Inspector I	\$ 26.52	\$ 35.20	\$ 0.00	\$ 7.41	\$ 69.13
Inspector II	\$ 30.49	\$ 40.46	\$ 0.00	\$ 8.51	\$ 79.47
Supervisory Technician	\$ 37.13	\$ 63.33	\$ 0.03	\$ 12.06	\$ 112.54
Supervisory Technician	\$ 52.20	\$ 89.02	\$ 0.04	\$ 16.95	\$ 158.20
Administrative Assistant	\$ 29.97	\$ 51.11	\$ 0.02	\$ 9.73	\$ 90.84
Archeologist	\$ 34.17	\$ 58.28	\$ 0.03	\$ 11.09	\$ 103.57
1-man Survey Crew	\$ 47.25	\$ 80.59	\$ 0.04	\$ 15.34	\$ 143.22
2-man Survey Crew	\$ 64.76	\$ 110.44	\$ 0.05	\$ 21.02	\$ 196.28
{additional classifications}	\$ -	\$ -	\$ -	\$ -	\$ -

OVERTIME BILLING RATES ^{*}**

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit	Regular Billing Rate
Inspector I	\$ 39.78	\$ 52.80	\$ 0.00	\$ 11.11	\$ 123.59
Inspector II	\$ 45.74	\$ 60.70	\$ 0.00	\$ 12.77	\$ 142.07
Supervisory Technician	\$ 55.70	\$ 73.92	\$ 0.01	\$ 15.55	\$ 173.02
Supervisory Technician	\$ 78.29	\$ 103.90	\$ 0.01	\$ 21.86	\$ 243.22
0	\$ 70.88	\$ 94.06	\$ 0.01	\$ 19.79	\$ 220.18
{additional classifications}		\$ -	\$ -	\$ -	\$ -

² Approved by MDOT³ If needed, adjust formula to include appropriate overhead rate

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

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

Home Overhead Rate ²	<u>170.55%</u> %
FCCM (Home)	<u>0.08%</u> %
Field Overhead Rate ²	<u>132.71%</u> %
FCCM (Field)	<u>0.01%</u> %
Profit	<u>12.00%</u> %

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit	Regular Billing Rate
Principal	\$ 121.10	\$ 206.53	\$ 0.10	\$ 39.32	\$ 367.04
Client Manager	\$ 91.40	\$ 155.88	\$ 0.07	\$ 29.67	\$ 277.02
Project Engineer	\$ 73.49	\$ 125.33	\$ 0.06	\$ 23.86	\$ 222.73
Asst. Project Engineer	\$ 52.12	\$ 88.90	\$ 0.04	\$ 16.92	\$ 157.98
Engineer Intern	\$ 39.40	\$ 67.20	\$ 0.03	\$ 12.79	\$ 119.43
Inspector I	\$ 27.32	\$ 36.25	\$ 0.00	\$ 7.63	\$ 71.20
Inspector II	\$ 31.40	\$ 41.68	\$ 0.00	\$ 8.77	\$ 81.86
Supervisory Technician	\$ 38.25	\$ 65.23	\$ 0.03	\$ 12.42	\$ 115.92
Supervisory Technician	\$ 53.76	\$ 91.69	\$ 0.04	\$ 17.45	\$ 162.95
Administrative Assistant	\$ 30.87	\$ 52.65	\$ 0.02	\$ 10.02	\$ 93.56
Archeologist	\$ 35.20	\$ 60.03	\$ 0.03	\$ 11.43	\$ 106.68
1-man Survey Crew	\$ 48.67	\$ 83.01	\$ 0.04	\$ 15.80	\$ 147.52
2-man Survey Crew	\$ 66.70	\$ 113.76	\$ 0.05	\$ 21.65	\$ 202.17
{additional classifications}		\$ -	\$ -	\$ -	\$ -

OVERTIME BILLING RATES^{*}**

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit	Regular Billing Rate
Inspector I	\$ 40.98	\$ 54.38	\$ 0.00	\$ 11.44	\$ 127.29
Inspector II	\$ 47.11	\$ 62.52	\$ 0.00	\$ 13.15	\$ 146.34
Supervisory Technician	\$ 57.37	\$ 76.13	\$ 0.01	\$ 16.02	\$ 178.21
Supervisory Technician	\$ 80.64	\$ 107.02	\$ 0.01	\$ 22.52	\$ 250.51
0	\$ 73.01	\$ 96.89	\$ 0.01	\$ 20.39	\$ 226.79
{additional classifications}		\$ -	\$ -	\$ -	\$ -

² Approved by MDOT³ If needed, adjust formula to include appropriate overhead rate

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

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

Risk Based Inspection (RBI) hours

Project Name

State Route 182 (Martin Luther King Jr. Blvd.)

from Beattie Street to Old West Point Road

MDOT Project No.

FBLD-7113-00(004)LPA/108418-801000

Consulting Firm Name

Neel-Schaffer, Inc.

Construction Schedule Approval Date

Phase	Pay Item numbers	RISK Level (Low, Moderate, High)	Inspection Frequency (I, P, F)	Inspection Hours per Working Day	Phase Duration (Working Days)	Inspection Hours
Miscellaneous	10-110, 210-230, 260-610, 1690-1940	High	F	8	384	3072
Excavation and Drainage	120-150, 620-1300, 1980- 4330	High	F	7	204	1428
Base and Pavement	160-250, 1350-1360	High	F	8	148	1184
Pedestrian Facilities	510-550, 1310-1340	High	F	7	114	798
Traffic Safety	1370-1520, 1690-1940	High	F	7	258	1806
Pavement Markings	1530-1680	High	I	1	23	23
Bridges/Retaining Walls	1950-1970	High	F	7	98	686

Winter Months	Working Days Available	Maximum Additional Hours Considered per Working Day	Maximum Considered
December			
January			
February			

Total Inspection Hours Allowed

8997

NOTES:

Refer to "Risk Based Inspection and Material Testing Guide Local Public Agency Projects"

Pay Item numbers should be shown here and on Construction Schedule

Risk Level and Inspection Frequency to be established in consultation with MDOT LPA Division/Engineer

Inspection hours should show low end of range unless a valid reason is presented in writing below

Phase Duration is taken from the Construction Schedule

Winter Month hours may be used if Construction Schedule shows overlay of those months

Request for increase in hour range beyond the standard minimum:

Miscellaneous Items include all utility relocation items shown in the plans in addition to typical roadway related items.

Construction Schedule shows full construction in winter months.

HOUR DISTRIBUTION / LABOR COSTS

Neel-Schaffer, Inc.
 CONSTRUCTION ENGINEERING & INSPECTION

REGULAR HOURS ONLY																
POSITION TITLE	Hours Per Month												Subtotal Hours	Hourly Rate	Extension	
	Jan 6	Feb 7	Mar 11	Apr 15	May 19	Jun 20	Jul 21	Aug 21	Sep 20	Oct 16	Nov 11	Dec 5				
Principal	0	0	0	0	0	0	0	0	0	0	2	2	6	\$ 335.89	\$ 2,015.35	
Client Manager	0	0	0	0	0	0	0	0	0	0	8	8	24	\$ 253.51	\$ 6,084.23	
Project Engineer	0	0	0	0	0	0	0	0	0	0	20	20	60	\$ 203.83	\$ 12,229.92	
Asst. Project Engineer	0	0	0	0	0	0	0	0	0	0	10	8	26	\$ 144.58	\$ 3,755.00	
Engineer Intern	0	0	0	0	0	0	0	0	0	0	10	10	30	\$ 109.30	\$ 3,278.89	
Inspector I	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 65.16	\$ -	
Inspector II	0	0	0	0	0	0	0	0	0	0	20	120	260	\$ 74.91	\$ 19,476.45	
Supervisory Technician	0	0	0	0	0	0	0	0	0	0	8	8	24	\$ 106.08	\$ 2,546.01	
Supervisory Technician	0	0	0	0	0	0	0	0	0	0	8	8	24	\$ 149.12	\$ 3,578.96	
Administrative Assistant	0	0	0	0	0	0	0	0	0	0	20	20	60	\$ 85.62	\$ 5,137.48	
Archaeologist	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 97.63	\$ -	
1-man Survey Crew	0	0	0	0	0	0	0	0	0	0	0	34	34	\$ 135.00	\$ 4,589.96	
2-man Survey Crew	0	0	0	0	0	0	0	0	0	0	0	10	10	\$ 185.01	\$ 1,850.10	
Labor Subtotal (Regular)															\$ 64,546.34	

FBLD-7113-40(004) LPA/108418-801000		OVERTIME HOURS ONLY														
POSITION TITLE		Overtime Hours Per Month												Subtotal Hours	Hourly Rate	Extension
		Jan 6	Feb 7	Mar 11	Apr 15	May 19	Jun 20	Jul 21	Aug 21	Sep 20	Oct 16	Nov 11	Dec 5			
Inspector I														0	\$ 116.49	\$ -
Inspector II												20	0	20	\$ 133.92	\$ 2,678.38
Supervisory Technician														0	\$ 163.09	\$ -
Supervisory Technician														0	\$ 229.26	\$ -
(additional classifications)														0	\$ -	\$ -
Labor Subtotal (Overtime)															\$ 2,678.38	

FBLD-7113-40(004) LPA/108418-501000		PARTICIPATING DRIVE HOURS ONLY														
POSITION TITLE		Hours Per Month												Subtotal Hours	Hourly Rate	Extension
		Jan 6	Feb 7	Mar 11	Apr 15	May 19	Jun 20	Jul 21	Aug 21	Sep 20	Oct 16	Nov 11	Dec 5			
Principal														0	\$ 335.99	\$ -
Client Manager														0	\$ 253.51	\$ -
Project Engineer											4	4	4	12	\$ 203.83	\$ 2,445.98
Inspector I														0	\$ 65.16	\$ -
Inspector II														0	\$ 74.91	\$ -
Supervisory Technician														0	\$ 106.08	\$ -
Supervisory Technician												4	4	8	\$ 149.12	\$ 1,192.99
Administrative Assistant														0	\$ 85.62	\$ -
Archaeologist														0	\$ 97.63	\$ -
1-man Survey Crew														0	\$ 135.00	\$ -
2-man Survey Crew														0	\$ 185.01	\$ -
(additional classifications)														0	\$ -	\$ -
Participating Drive Cost															\$	3,638.97

CONTRACTOR's Project Completion Time: 384 Productive Days
 Construction Cost Estimate: \$16,276,968

CONSTRUCTION ENGINEERING & INSPECTION

Labor Subtotal (Regular) \$ 526,331.71

Labor Subtotal (Overtime) \$ 60,283.24

Participating Drive Cost \$ 20,859.67

CONTRACTOR'S Project Completion Time: 384 Productive Days
Construction Cost Estimate: \$16,276,968

HOUR DISTRIBUTION / LABOR COSTS

Neel-Schaffer, Inc.
 CONSTRUCTION ENGINEERING & INSPECTION

FBLD-7113-00(004)LP/108418-801000

POSITION TITLE	REGULAR HOURS ONLY												Subtotal Hours	Hourly Rate	Extension
	Hours Per Month														
	Jan 6	Feb 7	Mar 11	Apr 15	May 19	Jun 20	Jul 21	Aug 21	Sep 20	Oct 16	Nov 11	Dec 5			
Principal	2	2	2	2	2	2	2	2	2	2	2	2	24	\$ 356.35	\$ 8,552.32
Client Manager	8	8	8	8	8	8	8	8	8	8	8	8	96	\$ 268.95	\$ 25,813.03
Project Engineer	32	32	64	80	88	88	88	88	88	80	80	72	880	\$ 216.25	\$ 190,295.98
Asst. Project Engineer	16	16	32	40	44	44	44	44	44	40	40	32	436	\$ 153.38	\$ 66,874.34
Engineer Intern	16	16	32	40	44	44	44	44	44	40	40	32	436	\$ 115.95	\$ 50,555.32
Inspector I													0	\$ 69.13	\$ -
Inspector II	160	160	160	160	200	160	160	160	160	160	160	160	1960	\$ 79.47	\$ 155,763.97
Supervisory Technician	5	5	5	5	5	5	5	5	5	5	5	5	60	\$ 112.54	\$ 6,752.65
Supervisory Technician	5	5	5	5	5	5	5	5	5	5	5	5	60	\$ 158.20	\$ 9,492.29
Administrative Assistant	20	20	20	20	20	20	20	20	20	20	20	20	240	\$ 90.84	\$ 21,801.40
Archaeologist				20	20	20							60	\$ 103.57	\$ 6,214.36
1-man Survey Crew													0	\$ -	\$ -
2-man Survey Crew													0	\$ -	\$ -

FBLD-7113-00(004)LP/108418-801000

POSITION TITLE	OVERTIME HOURS ONLY												Subtotal Hours	Hourly Rate	Extension
	Overtime Hours Per Month														
	Jan 6	Feb 7	Mar 11	Apr 15	May 19	Jun 20	Jul 21	Aug 21	Sep 20	Oct 16	Nov 11	Dec 5			
Inspector I													0	\$ 123.59	\$ -
Inspector II	0	20	40	40	40	40	40	40	40	40	20	0	360	\$ 142.07	\$ 51,146.94
Supervisory Technician	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 173.02	\$ -
Supervisory Technician	0	0	5	5	5	5	5	5	5	5	5	0	45	\$ 243.22	\$ 10,944.80
{additional classifications}													0	\$ -	\$ -
Labor Subtotal (Overtime)														\$ 62,091.74	

FBLD-7113-00(004)LP/108418-801000

PARTICIPATING DRIVE HOURS ONLY															
POSITION TITLE	Hours Per Month												Subtotal Hours	Hourly Rate	Extension
	Jan 6	Feb 7	Mar 11	Apr 15	May 19	Jun 20	Jul 21	Aug 21	Sep 20	Oct 16	Nov 11	Dec 5			
Principal													0	\$ 335.89	\$ -
Client Manager													0	\$ 253.51	\$ -
Project Engineer	4	4	4	8	8	8	8	8	8	8	4	4	76	\$ 203.83	\$ 15,491.24
Inspector I													0	\$ 65.16	\$ -
Inspector II													0	\$ 74.91	\$ -
Supervisory Technician													0	\$ 106.08	\$ -
Supervisory Technician			4	4	4	4	4	4	4	4	4	4	36	\$ 149.12	\$ 5,368.44
Administrative Assistant													0	\$ 85.62	\$ -
Archaeologist													0	\$ 97.63	\$ -
1-man Survey Crew													0	\$ 135.00	\$ -
2-man Survey Crew													0	\$ 85.62	\$ -
{additional classifications}													0	\$ -	\$ -

CONTRACTOR's Project Completion Time: 384 Productive Days
 Construction Cost Estimate: \$16,276,968

HOUR DISTRIBUTION / LABOR COSTS

Neel-Schaffer, Inc.
 CONSTRUCTION ENGINEERING & INSPECTION

POSITION TITLE	REGULAR HOURS ONLY												Subtotal Hours	Hourly Rate	Extension	
	Hours Per Month															
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
	6	7	11	15	19	20	21	21	20	16	11	5				
Principal	2	2	2	2	2	2	2	2					14	\$ 367.04	\$ 5,138.52	
Client Manager	8	8	8	8	8	8	8	8					56	\$ 277.02	\$ 15,512.93	
Project Engineer	32	32	64	80	96	96	64						464	\$ 222.73	\$ 103,348.02	
Asst. Project Engineer	16	16	32	40	48	48							200	\$ 157.98	\$ 31,598.59	
Engineer Intern	16	16	32	40	48	48							200	\$ 119.43	\$ 23,886.23	
Inspector I													0	\$ 71.20	\$ -	
Inspector II	160	160	160	160	160	160	160						1120	\$ 81.86	\$ 91,678.22	
Supervisory Technician	5	5	5	5	5	5	5						30	\$ 115.92	\$ 3,477.61	
Supervisory Technician	5	5	5	5	5	5	5						30	\$ 162.95	\$ 4,888.53	
Administrative Assistant	20	20	20	20	20	20	20						140	\$ 93.56	\$ 13,099.01	
Archeologist		20	20										40	\$ 106.68	\$ 4,267.20	
1-man Survey Crew					34								34	\$ 147.52	\$ 5,015.58	
2-man Survey Crew													0	\$ 202.17	\$ -	
Labor Subtotal (Regular)														\$ 301,908.44		

POSITION TITLE	OVERTIME HOURS ONLY												Subtotal Hours	Hourly Rate	Extension		
	Overtime Hours Per Month																
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
	6	7	11	15	19	20	21	21	20	16	11	5					
Inspector I													0	\$ 127.29	\$	-	
Inspector II	0	0	20	20	20	10							70	\$ 146.34	\$	10,243.59	
Supervisory Technician													0	\$ 178.21	\$	-	
Supervisory Technician													0	\$ 250.51	\$	-	
														Labor Subtotal (Overtime) \$			10,243.59

PARTICIPATING DRIVE HOURS ONLY																
POSITION TITLE	Hours Per Month												Subtotal Hours	Hourly Rate	Extension	
	Jan 6	Feb 7	Mar 11	Apr 15	May 19	Jun 20	Jul 21	Aug 21	Sep 20	Oct 16	Nov 11	Dec 5				
Principal													0	\$ 335.89	\$ -	
Client Manager													0	\$ 253.51	\$ -	
Project Engineer	4	8	8	8	4								32	\$ 203.83	\$ 6,522.63	
Inspector I													0	\$ 65.16	\$ -	
Inspector II													0	\$ 74.91	\$ -	
Supervisory Technician													0	\$ 106.08	\$ -	
Supervisory Technician	4	4	4	4	4								20	\$ 149.12	\$ 2,982.46	
Administrative Assistant													0	\$ 85.62	\$ -	
Archeologist													0	\$ 97.63	\$ -	
1-man Survey Crew													0	\$ 135.00	\$ -	
2-man Survey Crew													0	\$ 185.01	\$ -	
(additional classifications)													0	\$ -	\$ -	
														Participating Drive Cost	\$ 9,505.09	

CONTRACTOR'S Project Completion Time: 384 Productive Days
 Construction Cost Estimate: \$16,276,968

CONSTRUCTION ENGINEERING & INSPECTION

POSITION TITLE	LODGING	MEALS	TRAVEL	PRINTING	{OTHER}	MONTH TOTAL
Principal						\$ -
Client Manager						\$ -
Project Engineer			\$ 6,250.00	\$ 2,854.00		\$ 9,104.00
Engineer Intern						\$ -
Inspector I						\$ -
Inspector II			\$ 22,625.00			\$ 22,625.00
Supervisory Technician	\$ 1,442.00	\$ 1,202.00	\$ 3,312.50			\$ 5,956.50
Administrative Assistant						\$ -
Archeologist	\$ 1,442.00	\$ 1,202.00	\$ 1,687.50			\$ 4,331.50
1-man Survey Crew						\$ -
2-man Survey Crew			\$ 12.50			\$ 12.50
{additional classifications}						\$ -
TOTAL						\$ 42,029.50

**** Provide detail for breakdown of Direct Costs

CONSTRUCTION ENGINEERING & INSPECTION

Home Overhead Rate ²	112.18% %
FCCM (Home)	0.00% %
Field Overhead Rate ²	112.18% %
FCCM (Field)	0.00% %
Profit	12.00% %

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit
Principal	\$ 63.30	\$ 71.01	\$ -	\$ 16.12
Senior Engineer	\$ 59.50	\$ 66.75	\$ -	\$ 15.15
Engineer I	\$ 45.00	\$ 50.48	\$ -	\$ 11.46
Engineer II	\$ 40.00	\$ 44.87	\$ -	\$ 10.18
Engineering Technician	\$ 42.60	\$ 47.79	\$ -	\$ 10.85
CAD Technician	\$ 31.10	\$ 34.89	\$ -	\$ 7.92
Office Manager	\$ 24.00	\$ 26.92	\$ -	\$ 6.11

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit
Engineering Technician	\$ 63.90	\$ 71.68	\$ -	\$ 16.27
CAD Technician	\$ 46.65	\$ 52.33	\$ -	\$ 11.88

² Approved by MDOT³ If needed, adjust formula to include appropriate overhead rate

CONSTRUCTION ENGINEERING & INSPECTION

Home Overhead Rate ²	112.18% %
FCCM (Home)	0.00% %
Field Overhead Rate ²	112.18% %
FCCM (Field)	0.00% %
Profit	12.00% %

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate³	FCCM	Profit
Principal	\$ 66.47	\$ 74.56	\$ -	\$ 16.92
Senior Engineer	\$ 62.48	\$ 70.08	\$ -	\$ 15.91
Engineer I	\$ 47.25	\$ 53.01	\$ -	\$ 12.03
Engineer II	\$ 42.00	\$ 47.12	\$ -	\$ 10.69
Engineering Technician	\$ 44.73	\$ 50.18	\$ -	\$ 11.39
CAD Technician	\$ 32.66	\$ 36.63	\$ -	\$ 8.31
Office Manager	\$ 25.20	\$ 28.27	\$ -	\$ 6.42

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate³	FCCM	Profit
Engineering Technician	\$ 67.10	\$ 75.27	\$ -	\$ 17.08
CAD Technician	\$ 48.98	\$ 54.95	\$ -	\$ 12.47

² Approved by MDOT³ If needed, adjust formula to include appropriate overhead rate

BILLING RATE TABLE

Atwell & Gent, P.A.

CONSTRUCTION ENGINEERING & INSPECTION

Home Overhead Rate ²	<u>112.18%</u> %
FCCM (Home)	<u>0.00%</u> %
Field Overhead Rate ²	<u>112.18%</u> %
FCCM (Field)	<u>0.00%</u> %
Profit	<u>12.00%</u> %

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit
Principal	\$ 69.79	\$ 78.29	\$ -	\$ 17.77
Senior Engineer	\$ 65.60	\$ 73.59	\$ -	\$ 16.70
Engineer I	\$ 49.61	\$ 55.66	\$ -	\$ 12.63
Engineer II	\$ 44.10	\$ 49.47	\$ -	\$ 11.23
Engineering Technician	\$ 46.97	\$ 52.69	\$ -	\$ 11.96
CAD Technician	\$ 34.29	\$ 38.46	\$ -	\$ 8.73
Office Manager	\$ 26.46	\$ 29.68	\$ -	\$ 6.74

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit
Engineering Technician	\$ 70.45	\$ 79.03	\$ -	\$ 17.94
CAD Technician	\$ 51.43	\$ 57.70	\$ -	\$ 13.10

² Approved by MDOT

³ If needed, adjust formula to include appropriate overhead rate

BILLING RATE TABLE

Atwell & Gent, P.A.

CONSTRUCTION ENGINEERING & INSPECTION

Home Overhead Rate ²	<u>112.18%</u> %
FCCM (Home)	<u>0.00%</u> %
Field Overhead Rate ²	<u>112.18%</u> %
FCCM (Field)	<u>0.00%</u> %
Profit	<u>12.00%</u> %

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit
Principal	\$ 73.28	\$ 82.20	\$ -	\$ 18.66
Senior Engineer	\$ 68.88	\$ 77.27	\$ -	\$ 17.54
Engineer I	\$ 52.09	\$ 58.44	\$ -	\$ 13.26
Engineer II	\$ 46.31	\$ 51.94	\$ -	\$ 11.79
Engineering Technician	\$ 49.31	\$ 55.32	\$ -	\$ 12.56
CAD Technician	\$ 36.00	\$ 40.39	\$ -	\$ 9.17
Office Manager	\$ 27.78	\$ 31.17	\$ -	\$ 7.07

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit
Engineering Technician	\$ 73.97	\$ 82.98	\$ -	\$ 18.83
CAD Technician	\$ 54.00	\$ 60.58	\$ -	\$ 13.75

² Approved by MDOT

³ If needed, adjust formula to include appropriate overhead rate

HOUR DISTRIBUTION / LABOR COSTS

Atwell & Gent, P.A.
 CONSTRUCTION ENGINEERING & INSPECTION

FBLD-7113-00(004)LPA/108418-801000

REGULAR HOURS ONLY

POSITION TITLE	Hours Per Month												Subtotal Hours	Hourly Rate	Extension
	Jan 6	Feb 7	Mar 11	Apr 15	May 19	Jun 20	Jul 21	Aug 21	Sep 20	Oct 16	Nov 11	Dec 5			
Principal											24	24	48	\$ 150.43	\$ 7,220.50
Senior Engineer													0	\$ 141.40	\$ -
Engineer I													0	\$ 106.94	\$ -
Engineering Technician											24	24	48	\$ 101.24	\$ 4,859.30
CAD Technician													0	\$ 73.91	\$ -
Office Manager											10	10	20	\$ 57.03	\$ 1,140.68
														Labor Subtotal (Regular) \$ 13,220.48	

FBLD-7113-00(004)LPA/108418-801000

OVERTIME HOURS ONLY

POSITION TITLE	Overtime Hours Per Month												Subtotal Hours	Hourly Rate	Extension
	Jan 6	Feb 7	Mar 11	Apr 15	May 19	Jun 20	Jul 21	Aug 21	Sep 20	Oct 16	Nov 11	Dec 5			
Engineering Technician													0	\$ 183.80	\$ -
CAD Technician													0	\$ 134.18	\$ -
														Labor Subtotal (Overtime) \$ -	

FBLD-7113-00(004)LPA/108418-801000

PARTICIPATING DRIVE HOURS ONLY

POSITION TITLE	Hours Per Month												Subtotal Hours	Hourly Rate	Extension
	Jan 6	Feb 7	Mar 11	Apr 15	May 19	Jun 20	Jul 21	Aug 21	Sep 20	Oct 16	Nov 11	Dec 5			
Principal													0	\$ 150.43	\$ -
Senior Engineer													0	\$ 141.40	\$ -
Engineer I													0	\$ 106.94	\$ -
Engineering Technician													0	\$ 101.24	\$ -
CAD Technician													0	\$ 73.91	\$ -
Office Manager													0	\$ 57.03	\$ -
														Participating Drive Cost \$ -	

HOUR DISTRIBUTION / LABOR COSTS

Atwell & Gent, P.A.

CONSTRUCTION ENGINEERING & INSPECTION

REGULAR HOURS ONLY															
POSITION TITLE	Hours Per Month												Subtotal Hours	Hourly Rate	Extension
	Jan 6	Feb 7	Mar 11	Apr 15	May 19	Jun 20	Jul 21	Aug 21	Sep 20	Oct 16	Nov 11	Dec 5			
Principal	24	28	44	60	76	80	84	84	80	64	44	20	688	\$ 157.95	\$ 108,666
Senior Engineer	6	7	11	15	19	20	21	21	20	16	11	5	172	\$ 148.47	\$ 25,533
Engineer I	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 112.29	\$
Engineering Technician	36	42	66	90	114	120	126	126	120	96	66	30	1032	\$ 99.81	\$ 103,000
CAD Technician	8	8	8	8	8	8	8	8	8	8	8	8	96	\$ 106.30	\$ 10,200
Office Manager	10	10	10	10	10	10	10	10	10	10	10	10	120	\$ 77.60	\$ 9,312
														Labor Subtotal (Regular) \$ 256,722	

OVERTIME HOURS ONLY															
POSITION TITLE	Overtime Hours Per Month												Subtotal Hours	Hourly Rate	Extension
	Jan 6	Feb 7	Mar 11	Apr 15	May 19	Jun 20	Jul 21	Aug 21	Sep 20	Oct 16	Nov 11	Dec 5			
Engineering Technician													0	\$ 192.99	\$
CAD Technician													0	\$ 140.89	\$
														Labor Subtotal (Overtime) \$	

PARTICIPATING DRIVE HOURS ONLY															
POSITION TITLE	Hours Per Month												Subtotal Hours	Hourly Rate	Extension
	Jan 6	Feb 7	Mar 11	Apr 15	May 19	Jun 20	Jul 21	Aug 21	Sep 20	Oct 16	Nov 11	Dec 5			
Principal													0	\$ 157.95	\$
Senior Engineer													0	\$ 148.47	\$
Engineer I													0	\$ 112.29	\$
Engineering Technician													0	\$ 99.81	\$
CAD Technician													0	\$ 106.30	\$
Office Manager													0	\$ 77.60	\$
														Participating Drive Cost \$	

CONSTRUCTION ENGINEERING & INSPECTION

OVERTIME HOURS ONLY															
POSITION TITLE	Overtime Hours Per Month												Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
	6	7	11	15	19	20	21	21	20	16	11	5			
Engineering Technician													0	\$ 202.54	\$ -
CAD Technician													0	\$ 147.94	\$ -
Labor Subtotal (Overtime) \$ -															

PARTICIPATING DRIVE HOURS ONLY															
POSITION TITLE	Jan 6	Feb 7	Mar 11	Apr 15	May 19	Jun 20	Jul 21	Hours Per Month					Subtotal Hours	Hourly Rate	Extension
								Aug 21	Sep 20	Oct 16	Nov 11	Dec 5			
Principal													0	\$ 165.85	\$
Senior Engineer													0	\$ 155.89	\$
Engineer I													0	\$ 117.90	\$
Engineering Technician													0	\$ 104.80	\$
CAD Technician													0	\$ 111.61	\$
Office Manager													0	\$ 81.48	\$
Participating Drive Cost \$															

HOUR DISTRIBUTION / LABOR COSTS

Atwell & Gent, P.A.

CONSTRUCTION ENGINEERING & INSPECTION

FBLD-7113-00(004) LPA/108418-801000

REGULAR HOURS ONLY

POSITION TITLE	Hours Per Month												Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
	6	7	11	15	19	20	21	21	20	16	11	5			
Principal	24	28	44										96	\$ 174.14	\$ 16,717.27
Senior Engineer	6	7	11										24	\$ 163.68	\$ 3,928.43
Engineer I	0	0	0										0	\$ 123.79	\$ -
Engineering Technician	36	42	66										144	\$ 110.04	\$ 15,845.75
CAD Technician	8	8	8										24	\$ 117.19	\$ 2,812.62
Office Manager	10	10	10										30	\$ 85.56	\$ 2,566.68
													Labor Subtotal (Regular) \$ 41,870.75		

FBLD-7113-00(004) LPA/108418-801000

OVERTIME HOURS ONLY

POSITION TITLE	Overtime Hours Per Month												Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
	6	7	11	15	19	20	21	21	20	16	11	5			
Engineering Technician													0	\$ 212.77	\$ -
CAD Technician													0	\$ 155.34	\$ -
													Labor Subtotal (Overtime) \$ -		

FBLD-7113-00(004) LPA/108418-801000

PARTICIPATING DRIVE HOURS ONLY

POSITION TITLE	Hours Per Month												Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
	6	7	11	15	19	20	21	21	20	16	11	5			
Principal													0	\$ 174.14	\$ -
Senior Engineer													0	\$ 163.68	\$ -
Engineer I													0	\$ 123.79	\$ -
Engineering Technician													0	\$ 110.04	\$ -
CAD Technician													0	\$ 117.19	\$ -
Office Manager													0	\$ 85.56	\$ -
													Participating Drive Cost \$ -		

CONSTRUCTION ENGINEERING & INSPECTION

POSITION TITLE	LODGING	MEALS	TRAVEL	PRINTING	{OTHER}	MONTH TOTAL
Principal						\$ -
Senior Engineer						\$ -
Engineer I						\$ -
Engineering Technician						\$ -
CAD Technician						\$ -
Office Manager						\$ -
TOTAL						\$ -

**** Provide detail for breakdown of Direct Costs

For Example:

5 nights hotel at \$85 per night

50 miles at \$.56 per mile *per 2 hours/day*

6 days meals of \$41

CONSTRUCTION ENGINEERING & INSPECTION

Home Overhead Rate ²	194.38%	%
FCCM (Home)	0.16%	%
Field Overhead Rate ²	174.06%	%
FCCM (Field)		%
Profit	12.00%	%

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit
Principal	\$ 78.39	\$ 152.38	\$ 0.13	\$ 27.69
Project Manager	\$ 69.85	\$ 135.78	\$ 0.11	\$ 24.68
Sr. Engineer - Utilities	\$ 79.53	\$ 154.58	\$ 0.13	\$ 28.09
Engineer II - Utilities	\$ 50.39	\$ 97.95	\$ 0.08	\$ 17.80
Engineer I - Roadway	\$ 38.71	\$ 75.24	\$ 0.06	\$ 13.67
Engineer I - Traffic	\$ 47.70	\$ 92.71	\$ 0.08	\$ 16.85
Engineer Tech - Utilities	\$ 34.30	\$ 66.67	\$ 0.05	\$ 12.12
Engineer I - LA	\$ 41.56	\$ 80.78	\$ 0.07	\$ 14.68
Engineer II - Hydraulics	\$ 60.52	\$ 117.64	\$ 0.10	\$ 21.38
Engineer I - Hydraulics	\$ 39.74	\$ 77.25	\$ 0.06	\$ 14.04
{additional classifications}		\$ -	\$ -	\$ -

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate ³	FCCM	Profit
Inspector I		\$ -	\$ -	\$ -
Inspector II		\$ -	\$ -	\$ -
{additional classifications}		\$ -	\$ -	\$ -

² Approved by MDOT

³ If needed, adjust formula to include appropriate overhead rate

Kimley-Horn

CONSTRUCTION ENGINEERING & INSPECTION

REGULAR HOURS ONLY																
POSITION TITLE	Hours Per Month												Subtotal Hours	Hourly Rate	Extension	
	Jan 6	Feb 7	Mar 11	Apr 15	May 19	Jun 20	Jul 21	Aug 21	Sep 20	Oct 16	Nov 11	Dec 5				
Principal												4	\$ 258.59	\$ 1,034.37		
Project Manager												6	\$ 230.43	\$ 2,304.26		
Sr. Engineer - Utilities												6	\$ 262.33	\$ 1,573.99		
Engineer II - Utilities												-	\$ 166.23	\$ -		
Engineer I - Roadway												6	\$ 127.68	\$ 766.09		
Engineer I - Traffic												-	\$ 157.33	\$ -		
Engineer Tech - Utilities												6	\$ 137.09	\$ 822.52		
Engineer I - LA												-	\$ 199.65	\$ -		
Engineer II - Hydraulics												4	\$ 131.10	\$ 786.61		
Engineer I - Hydraulics												2	\$ 131.10	\$ 786.61		
				</												

OVERTIME HOURS ONLY																	Subtotal Hours	Hourly Rate	Extension
		Overtime Hours Per Month																	
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec						
POSITION TITLE		6	7	11	15	19	20	21	21	20	16	11	5						
Engineering Technician														0	\$ 183.80	\$ -			
CAD Technician														0	\$ 134.18	\$ -			

PARTICIPATING DRIVE HOURS ONLY																
POSITION TITLE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Subtotal Hours	Hourly Rate	Extension	
	6	7	11	15	19	20	21	21	20	16	11	5				
Principal													0	\$ 258.59	\$	-
Project Manager													0	\$ 230.43	\$	-
Sr. Engineer - Utilities													0	\$ 282.33	\$	-
Engineer II - Utilities													0	\$ 166.23	\$	-
Engineer I - Roadway													0	\$ 127.68	\$	-
Engineer I - Traffic													0	\$ 157.33	\$	-
Engineer Tech - Utilities													0	\$ 113.15	\$	-
Engineer I - LA													0	\$ 137.09	\$	-
Engineer II - Hydraulics													0	\$ 199.65	\$	-
Engineer I - Hydraulics													0	\$ 131.10	\$	-
													0	\$ -	\$	-
														Participating Drive Cost \$		

Kimley-Horn

CONSTRUCTION ENGINEERING & INSPECTION

[illegible]

Labor Subtotal (Regular)	\$	25,002.86
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OVERTIME HOURS ONLY																
	POSITION TITLE	Overtime Hours Per Month												Subtotal Hours	Hourly Rate	Extension
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
		6	7	11	15	19	20	21	21	20	18	11	5			
	Engineering Technician													0	\$ 183.80	\$ -
	CAD Technician													0	\$ 134.18	\$ -

Labor Subtotal (Overtime) \$ -

PARTICIPATING DRIVE HOURS ONLY																
POSITION TITLE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Subtotal Hours	Hourly Rate	Extension	
Principal													0	\$ 258.59	\$ -	
Project Manager							2			2			4	\$ 230.43	\$ 921.70	
Sr. Engineer - Utilities		2				2							4	\$ 262.33	\$ 1,049.33	
Engineer II - Utilities		2				2							4	\$ 166.23	\$ 664.91	
Engineer I - Roadway													0	\$ 127.68	\$ -	
Engineer I - Traffic													0	\$ 157.33	\$ -	
Engineer Tech - Utilities													0	\$ 113.15	\$ -	
Engineer I - LA													0	\$ 137.09	\$ -	
Engineer II - Hydraulics													0	\$ 199.65	\$ -	
Engineer I - Hydraulics													0	\$ 131.10	\$ -	

Participating Drive Cost \$ 2,635.95

CONSTRUCTION ENGINEERING & INSPECTION

Labor Subtotal (Regular) \$ 13,039.68

Labor Subtotal (Overtime) \$Participating Drive Cost \$ 1,195.88

Participating Drive Cost \$ 735.03

DIRECT COSTS ^{****}

Kimley-Horn

CONSTRUCTION ENGINEERING & INSPECTION

POSITION TITLE	LODGING	MEALS	TRAVEL	PRINTING	{OTHER}	MONTH TOTAL
Principal						\$ -
Project Manager	\$ 206.00	\$ 128.00	\$ 600.00			\$ 934.00
Sr. Engineer - Utilities	\$ 103.00	\$ 64.00	\$ 250.00			\$ 417.00
Engineer II - Utilities	\$ 103.00	\$ 64.00	\$ 250.00			\$ 417.00
Engineer I - Roadway	\$ 103.00	\$ 64.00	\$ 600.00			\$ 767.00
Engineer I - Traffic						\$ -
Engineer Tech - Utilities						\$ -
Engineer I - LA	\$ 103.00	\$ 64.00	\$ 250.00			\$ 417.00
Engineer II - Hydraulics						
Engineer I - Hydraulics						
TOTAL						\$ 2,952.00

**** Provide detail for breakdown of Direct Costs

For Example:

5 nights hotel at \$85 per night

50 miles at \$.56 per mile *per 2 hours/day*

6 days meals of \$41

ESTIMATED MAXIMUM FEE FOR TESTING SERVICES

Project Name	State Route 182 (Martin Luther King Jr. Blvd.) from Beattie Street to Old West Point Road
MDOT Project No.	FBLD-7113-00(004)LPA/108418-801000
Testing Firm Name	Springer Engineering
MDOT District Material Engineer Approval Date for the S&T Report	May 18, 2022

Home Overhead Rate ²	74.11%
FCCM (Home)	0.00%
Field Overhead Rate ²	74.11%
FCCM (Field)	0.00%
Profit	12.00%

Classification	Hours	Raw Wage Rate	Audited OH Rate	Profit	FCCM	Regular Billing Rate	Total
Project Manager		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Project Engineer	58.5	\$ 35.00	\$ 25.94	\$ 7.31	\$ -	\$ 68.25	\$ 3,992.69
Materials Engineer		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Admin. Assistant	234	\$ 18.00	\$ 13.34	\$ 3.76	\$ -	\$ 35.10	\$ 8,213.53
Sr. Field Technician	589	\$ 22.00	\$ 16.30	\$ 4.60	\$ -	\$ 42.90	\$ 25,268.51

SUBTOTAL - LABOR COSTS

\$ 37,474.74

LPA Project Sampling and Testing Requirements

Item Number and Item	Test	Frequency	Number of Test	Unit Cost	Total Cost
203 Unclassified Excavation	Field Density	Low	16	\$ 25.00	\$ 400.00
203 Unclassified Excavation	Proctor		2	\$ 175.00	\$ 350.00
203 Borrow Excavation	Classification		6	\$ 185.00	\$ 1,110.00
204 Borrow Excavation	P.I.		6	\$ 50.00	\$ 300.00
				\$ 175.00	\$ 1,050.00
205 Borrow Excavation	Proctor		6		
206 Borrow Excavation	Field Density		36	\$ 25.00	\$ 900.00
304 Size 610 Base	Field Density		40	\$ 25.00	\$ 1,000.00
	Gradation		2	\$ 175.00	\$ 350.00
	P.I.		2	\$ 50.00	\$ 100.00
	Proctor		1	\$ 175.00	\$ 175.00
	Field Density			\$ 25.00	\$ -
403 19.5-mm Asphalt Pavement	Mixture QC Tests		4	\$ 350.00	\$ 1,400.00
	Road Density		25	\$ 25.00	\$ 625.00
	Road Cores		6	\$ 50.00	\$ 300.00
403 9.5-mm Asphalt Pavement	Mixture QC Tests		7	\$ 350.00	\$ 2,450.00
	Road Density		40	\$ 25.00	\$ 1,000.00
	Road Cores		8	\$ 50.00	\$ 400.00
601 Class "B" Concrete	Aggregates - Fine		1	\$ 45.00	\$ 45.00
	Aggregates - Coarse		1	\$ 45.00	\$ 45.00
	Cylinders (4 per set)		20	\$ 120.00	\$ 2,400.00
	Cement		1	\$ 40.00	\$ 40.00
	Fly Ash		1	\$ 40.00	\$ 40.00
	Slag		1	\$ 40.00	\$ 40.00
608 Concrete Sidewalk	Aggregates - Fine		1	\$ 45.00	\$ 45.00
	Aggregates - Coarse		1	\$ 45.00	\$ 45.00

	Cylinders (4 per set)	35	\$	120.00	\$	4,200.00
	Cement	1	\$	40.00	\$	40.00
	Fly Ash	1	\$	40.00	\$	40.00
	Slag	1	\$	40.00	\$	40.00
609 Concrete Curb, Header	Aggregate -Fine	1	\$	45.00	\$	45.00
	Aggregate-Coarse	1	\$	45.00	\$	45.00
	Cylinders (4 per set)	25	\$	120.00	\$	3,000.00
	Cement	1	\$	40.00	\$	40.00
	Fly Ash	1	\$	40.00	\$	40.00
	Slag	1	\$	40.00	\$	40.00
609 Concrete Curb, Special Design	Aggregate-Fine	1	\$	45.00	\$	45.00
	Aggregate-Coarse	1	\$	45.00	\$	45.00
	Cylinders (4 per set)	2	\$	120.00	\$	240.00
	Cement	1	\$	40.00	\$	40.00
	Fly Ash	1	\$	40.00	\$	40.00
	Slag	1	\$	40.00	\$	40.00
609 Combination Curb and Gutter Type 2	Aggregate-Fine	1	\$	45.00	\$	45.00
	Aggregate-Coarse	1	\$	45.00	\$	45.00
	Cylinders (4 per set)	2	\$	120.00	\$	240.00
	Cement	1	\$	40.00	\$	40.00
	Fly Ash	1	\$	40.00	\$	40.00
	Slag	1	\$	40.00	\$	40.00
609 Combination Curb and Gutter Type 3B	Aggregate-Fine	1	\$	45.00	\$	45.00
	Aggregate-Coarse	1	\$	45.00	\$	45.00
	Cylinders (4 per set)	25	\$	120.00	\$	3,000.00
	Cement	1	\$	40.00	\$	40.00
	Fly Ash	1	\$	40.00	\$	40.00
	Slag	1	\$	40.00	\$	40.00
614 Concrete Driveway	Aggregate-Fine	1	\$	45.00	\$	45.00
	Aggregate-Coarse	1	\$	45.00	\$	45.00
	Cylinders (4 per set)	40	\$	120.00	\$	4,800.00
	Cement	1	\$	40.00	\$	40.00
	Fly Ash	1	\$	40.00	\$	40.00
	Slag	1	\$	40.00	\$	40.00
616 Concrete Median, 10-inch	Aggregate-Fine	1	\$	45.00	\$	45.00
	Aggregate-Coarse	1	\$	45.00	\$	45.00
	Cylinders (4 per set)	4	\$	120.00	\$	480.00
	Cement	1	\$	40.00	\$	40.00
	Fly Ash	1	\$	40.00	\$	40.00
	Slag	1	\$	40.00	\$	40.00
616 Concrete Median, 4-inch	Aggregate-Fine	1	\$	45.00	\$	45.00
	Aggregate-Coarse	1	\$	45.00	\$	45.00
	Cylinders (4 per set)	1	\$	120.00	\$	120.00
	Cement	1	\$	40.00	\$	40.00
	Fly Ash	1	\$	40.00	\$	40.00
	Slag	1	\$	40.00	\$	40.00
907 Pole Foundations	Aggregate-Fine	1	\$	45.00	\$	45.00
	Aggregate-Coarse	1	\$	45.00	\$	45.00
	Cylinders (4 per set)	19	\$	120.00	\$	2,280.00
	Cement	1	\$	40.00	\$	40.00

907 Pole Foundation, Transmission Structure Pier	Fly Ash	1	\$	40.00	\$	40.00
	Slag	1	\$	40.00	\$	40.00
	Aggregate-Fine	1	\$	45.00	\$	45.00
	Aggregate-Coarse	1	\$	45.00	\$	45.00
	Cylinders (4 per set)	5	\$	120.00	\$	600.00
	Cement	1	\$	40.00	\$	40.00
	Fly Ash	1	\$	40.00	\$	40.00
	Slag	1	\$	40.00	\$	40.00

SUB-TOTAL - LPA Project Sampling and Testing Requirements \$ 35,580.00

EXPENSE ITEMS	Quantity	Unit	Rate	Total Cost
Automobile Travel	976	Miles	\$ 0.63	\$ 610.00

SUB-TOTAL - EXPENSE ITEMS \$ 610.00

TOTAL PROPOSED FEE **\$ 73,664.74**

NOTES:

(Provide notes similar to breakdown example provided below)

Technician hours are based 46 - 1 hour trips to the project site for earthwork and aggregate base testing, 11 - 9 hour trips for asphalt testing, 177 - 2.0 hours trips for concrete testing. 1 hour clerical per technician testing trip and 0.25 hours for project engineer for preparation and review of reports. Mileage is based on 2 miles per trip, except for 11 - 60 mile trips to asphalt plant.

Senior Field Inspector Trip and Hourly Summary

Description	Trips	Hours/Trip	Hours	Miles/ Trip	Miles
Sample Pickup 203	8	0.5	4	2	16
Sample Pickup - 304	1	0.5	0.5	2	2
Sample Pickup - 403	11	1	11	60	660
Sample Pickup 601	21	0.5	10.5	2	42
Sample Pickup - 608	36	0.5	18	2	72
Sample Pickup - 609	26	0.5	13	2	52
Sample Pickup 614	41	0.5	20.5	2	82
Sample Pickup - 616	5	0.5	2.5	2	10
Sample Pickup - 907-634	20	0.5	10	2	40
Sample Pickup 907-684	6	0.5	3	2	12
Totals	169		90		976

[illegible][illegible]

NOTE: THE ANTICIPATED WORKING DAYS SHOWN ON THIS SCHEDULE ARE INFORMATIONAL PURPOSES ONLY. THE ACTUAL WORKING DAY TOTAL AS ASSESSED BY THE BRIEF ENGINEER ON FORM STD-765 SHALL GOVERN.

THE ACTUAL WORKING DAY TOTAL AS ASSESSED BY THE PROJECT ENGINEER ON FORM I-501-763 SHALL GOVERN.

EVERYTHING ABOVE THIS ROW IS REQUIRED TO BE SUBMITTED AND APPROVED AS PART OF THE PRELIMINARY ENGINEERING CONTRACT. EVERYTHING BELOW THIS ROW SHOULD BE ADDED TO THE APPROVED PROGRESS SCHEDULE AS PART OF THE CE&I CONTRACT.

[illegible]

11. CONSIDERATION OF APPROVING SUMMARY CHANGE ORDER #1 FOR THE 2022 STREET IMPROVEMENT PROJECT IN THE AMOUNT OF \$352,128.33 TO INCLUDE NECESSARY ASPHALT AND STRIPING IMPROVEMENTS FOR ROADS INCLUDING WEST GARRARD, UNIVERSITY AND SOUTH MONTGOMERY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of accepting Summary Change Order #1 for the 2022 Street Improvement project in the amount of \$347,897.77” is enumerated, this consent item is thereby approved. The Change Order follows this page.

12. CONSIDERATION TO ADVERTISE FOR BIDS FOR THE CORNERSTONE BLVD. ENTRANCE LANDSCAPING PROJECT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to advertise for bids for the Cornerstone Blvd. Entrance Landscaping Project” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO ADVERTISE FOR BIDS FOR THE CORNERSTONE BLVD. PAVEMENT OVERLAY PROJECT FROM HWY 25 TO NEW CORNERSTONE PARK ENTRANCE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to advertise for bids for the Cornerstone Blvd. Pavement Overlay Project” is enumerated, this consent item is thereby approved.

14. CONSIDERATION OF CHANGE ORDER #3 IN THE AMOUNT OF \$65,439.92 FOR THE SPORTSPLEX DRAINAGE FOR ADJUSTMENTS TO FINAL QUANTITIES, ELECTRICAL REPAIRS, AND DRAINAGE BOX ADJUSTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of Change Order #3 in the amount of \$65,439.92 for the Sportsplex Drainage” is enumerated, this consent item is thereby approved. The change order follows the street change order.

15. CONSIDERATION TO ALLOW PRESTON NEWMAN AND RYAN CLASSEN TO TRAVEL TO SAVANNAH, TN FOR THE 14TH ANNUAL TN RIVER TRAINING WEEKEND, NOVEMBER 4 – 6, 2022 AT AN APPROXIMATE COST OF \$1,100.00 (TRAVEL, MEALS, REGISTRATION AND HOTEL).

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to allow Preston Newman and Ryan Classen to travel to Savannah, TN for the 14th Annual TN River Training Weekend, November 4 – 6, 2022 at an approximate cost of \$1,100.00 (travel, meals, registration and hotel)” is enumerated, this consent item is thereby approved.

Change Order

No. 1

Date of Issuance: 10/21/2022

Effective Date: 11/3/22

Project: 2022 Street Improvement Project	Owner: City of Starkville	Owner's Contract No.: 22003
Contract: 2022 Street Improvement Project 22003	Date of Contract: 05/03/2022	
Contractor: Falcon Contracting Co., Inc.	Engineer's Project No.: 22003	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Installing necessary asphalt and striping improvements for roads including W Garrard, University, S. Montgomery

Reason for Change Order: It was determined that additional asphalt was needed on W Garrard to provide a suitable roadway; the base layer had been overlooked in the estimate. It was also determined that Edge striping was needed for all of Garrard Road to provide a safe traveling environment for vehicles; it was determined to create a safety hazard without these stripes. The material used for University Drive striping was much more expensive than originally estimate. S. Montgomery Street was added to the project list and Board approved after the original contract was approved. Other minor areas around town needed additional striping for safety reasons and also contributed to the cost overage. All increased quantities were within the context of the original pay items.

Attachments (list documents supporting change):

None

CHANGE IN CONTRACT PRICE:

Original Estimated Contract Price:

\$1,323,634.20

Increase from previously approved Contract to No. 1:

\$347,897.77

Contract Price prior to this Change Order:

\$1,323,634.20

Increase of this Change Order:

\$347,897.77

Contract Price incorporating Change Order:

\$1,671,531.97

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date):

Ready for final payment (days or date):

Increase from previously approved Change Orders to No. 1:

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase of this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 11/2/22

ACCEPTED:

By: [Signature]
Owner (Authorized Signature)

Date: 11-1-2022

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 11-3-22

Change Order

No. 3

Date of Issuance: 11/1/22

Effective Date: 11/1/22

Project: Sportsplex Drainage Improvements	Owner: City of Starkville	Owner's Contract No.: 21046
Contract: Sportsplex Drainage Improvements		Date of Contract: 03/02/22
Contractor: Weathers Construction, Inc.		Engineer's Project No.: 21046

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Electrical repairs, drainage and quantity adjustments.

Reason for Change Order: Quantities were higher due to sloughing of trench sides and additional unsuitable material that was discovered during construction; electrical lines not shown on the plans needed repairs.

Attachments (list documents supporting change):

Electrical repair invoices, box adjustment change order request

CHANGE IN CONTRACT PRICE:

Original Estimated Contract Price:

\$240,551.54

Increase from previously approved Contract to No. 2:

\$10,692.00

Contract Price prior to this Change Order:

\$251,243.54

Increase of this Change Order:

\$65,439.92

Contract Price incorporating Change Order:

\$316,683.46

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 90

Ready for final payment (days or date): 90

Increase from previously approved Change Orders to No. 2:

Substantial completion (days): 11

Ready for final payment (days): 11

Contract Times prior to this Change Order:

Substantial completion (days or date): 101

Ready for final payment (days or date): 101

Increase of this Change Order:

Substantial completion (days or date): 11

Ready for final payment (days or date): 11

Contract Times with all approved Change Orders:

Substantial completion (days or date): 112

Ready for final payment (days or date): 112

RECOMMENDED:

By: _____

Engineer (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: _____

16. APPROVAL TO APPLY FOR A GRANT RECENTLY OFFERED BY THE MS BUREAU OF EMERGENCY MANAGEMENT SERVICES FOR THE PURCHASE OF AEDS, MEDICAL SUPPLIES OR OTHER ALLOWABLE MEDICAL EQUIPMENT IN THE AMOUNT OF \$14,855.00 WITH A CITY MATCH OF \$3,698.55.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to apply for a grant recently offered by the MS Bureau of Emergency Management Services for the purchase of AEDs, medical supplies or allowable medical equipment in the amount of \$14,855.00 with a City match of \$3,698.55” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO HIRE NICHOLAS EVANS, HAYDEN PIERCE, SHANE RUSSELL, AND KHAMAL WILLIAMS AS ENTRY LEVEL FIREFIGHTERS AND COLTON BIRMINGHAM AS A CERTIFIED FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Nicholas Evans, Hayden Pierce, Shane Russell, and Khamal Williams as Entry Level Firefighters and Colton Birmingham as a Certified Firefighter in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO REJECT BIDS RECEIVED OCTOBER 13, 2022 AND RE-ADVERTISE FOR THREE CONCESSION STAND TRAILERS FOR CORNERSTONE PARK.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of authorization to reject bids received October 13, 2022 and re-advertise for three concession stand trailers for Cornerstone Park” is enumerated, this consent item is thereby approved.

19. CONSIDERATION TO APPLY, AND ACCEPT IF AWARDED, A WALMART COMMUNITY GRANT IN THE AMOUNT OF TWO THOUSAND DOLLARS (\$2,000) TO BE USED IN THE AREA OF PUBLIC SAFETY TECHNOLOGY ADVANCEMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to apply, and accept if awarded, a Wal Mart Community Grant in the amount of \$2,000 to be used in the area of public safety technology advancement” is enumerated, this consent item is thereby approved.

20. CONSIDERATION TO PURCHASE ONE (1) STATIONARY AUTOMATED LICENSE PLATE READER (L6Q) THROUGH THE 100% REIMBURSABLE HOMELAND SECURITY SUBGRANT FROM VIGILANT / MOTOROLA SOLUTION AT THE HIGHER QUOTE OF \$9,615.00 DUE TO EXPANDABILITY AND INTEGRATION WITH EXISTING SOFTWARE ALONG WITH THE APPROVAL OF THE ENTERPRISE SERVICE AGREEMENT WITH VIGILANT FOR THE PURCHASE OF THE STATIONARY RADAR.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to purchase one (1) stationary automated license plate reader (L6Q) through the 100% reimbursable Homeland Security subgrant from Vigilant / Motorola Solution at the higher quote of \$9,615.00 due to expandability and integration with existing software along with the approval of the Enterprise Service Agreement with Vigilant for the purchase of the stationary radar” is enumerated, this consent item is thereby approved.

Two quotes: \$ 9,615.00 Vigilant / Motorola Solution’s L6Q and \$ 9,340.65 Active Solutions

21. CONSIDERATION TO ACCEPT THE ENTERPRISE SERVICE AGREEMENT FOR VIGILANT SOLUTIONS, AUTOMATED LICENSE PLATE READER FOR THE HOT SPOT GRANT PURCHASE OF A VEHICLE AUTOMATED LICENSE PLATE READER PREVIOUSLY APPROVED BY THE BOARD.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to accept the Enterprise Service Agreement for Vigilant Solutions, Automated License Plate Reader for the Hot Spot Grant purchase of a vehicle automated license plate reader previously approved by the Board” is enumerated, this consent item is thereby approved. The agreement follows this page.

22. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURE LOCATED AT 514 WEST MAIN STREET WITH PARCEL NUMBER 118O-00-233.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 514 West Main Street with the parcel number 118O-00-233.00 is a menace to the public health, safety, and welfare of the community” is enumerated, this consent item is thereby approved.

23. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURE LOCATED AT 104 WINDSOR RD. WITH PARCEL NUMBER 118H-00-113.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 104 Windsor Rd. with the parcel number 118H-00-113.00 is a menace to the public health, safety, and welfare of the community” is enumerated, this consent item is thereby approved.

24. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURE LOCATED AT 107 EAST GILLESPIE STREET WITH PARCEL NUMBER 102A-00-087.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 107 East Gillespie Street with the parcel number 102A-00-087.00 is a menace to the public health, safety, and welfare of the community” is enumerated, this consent item is thereby approved.

25. CONSIDERATION TO ADVERTISE FOR BIDS FOR THE DOWNTOWN WATER AND SEWER REPLACEMENT PROJECT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to advertise for bids for the Downtown Water and sewer replacement project” is enumerated, this consent item is thereby approved.



Enterprise Service Agreement (ESA) – L5M

This Vigilant Solutions Enterprise Service Agreement (the “Agreement”) is made and entered into as of this 31 Day of August, 2022 by and between **Vigilant Solutions, LLC**, a Delaware corporation, having its principal place of business at 1152 Stealth Street, Livermore, CA 94551 (“Vigilant”) and Starkville Police Department, a law enforcement agency (LEA) or other governmental agency, having its principal place of business at 101 E. Lampkin St, Starkville, Mississippi 39759 (“Affiliate”).

WHEREAS, Vigilant designs, develops, licenses and services advanced video analysis software technologies for the law enforcement and security markets;

WHEREAS, Vigilant provides access to license plate data as a value-added component of the Vigilant law enforcement package of license plate recognition equipment and software;

WHEREAS, Affiliate will separately purchase License Plate Recognition (LPR) hardware components from Vigilant and/or its authorized reseller for use with the Software Products (as defined below);

WHEREAS, Affiliate desires to license from and receive service for the Software Products provided by Vigilant;

THEREFORE, In consideration of the mutual covenants contained herein this Agreement, Affiliate and Vigilant hereby agree as follows:

I. Definitions:

“CJIS Security Policy” means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer.

“L5M CLK” or “L5M Camera License Key” means an electronic key that will permit each license of Vigilant’s CarDetector brand LPR software (one L5M CLK per L5M camera) to be used with Vigilant L5M LPR cameras and Software Products. L5M CLKs shall be not issuable and if issued in error shall be removed and immediately rendered null and void for cameras and other hardware components that are not Vigilant-authorized cameras and other hardware components or are delivered to Affiliate by another vendor that is not a Vigilant certified reselling partner.

“Criminal Justice Information Services Division” or “CJIS” means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant CJ to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment, and licensing agencies.

“Effective Date” means sixty (60) days subsequent to the date set forth in the first paragraph of this Agreement.

“Enterprise License” means a non-exclusive, non-transferable license to install and operate the Software Products, on



applicable media provided by Vigilant or Vigilant's certified reselling partners. This Enterprise Service Agreement allows Affiliate to install the Software Products on such devices, in accordance with the selected Service Package(s), and allow benefits of all rights granted hereunder this Agreement.

"LEA LPR Data" refers to LPR data collected by LEAs and available on LEARN for use by other LEAs. LEA LPR Data is freely available to LEAs at no cost and is governed by the contributing LEA's retention policy.

"Service Fee" means the amount due from Affiliate prior to the renewal of this Agreement as consideration for the continued use of the Software Products and Service Package benefits according to Section XIII of this Agreement.

"Service Package" means the service option which defines the extent of use of the Software Products, in conjunction with any service and/or benefits therein granted as rights hereunder this Agreement.

"Service Period" has the meaning set forth in Section III (A) of this Agreement.

"Software Products" means Vigilant's Law Enforcement & Security suite of Software Products including CarDetector, Law Enforcement Archival & Reporting Network (LEARN), PlateSearch, Mobile Companion for Smartphones, Target Alert Service (TAS) server/client alerting package, and other software applications considered by Vigilant to be applicable for the benefit of law enforcement and security practices. Software Products shall only be permitted to function on approved Vigilant cameras and other hardware components provided by Vigilant or through Vigilant certified reselling partners. Software Products shall not be permitted to operate on third-party provided or not Vigilant-authorized hardware components, and if found to be operating on third-party provided hardware components Software Products shall be promptly removed by Affiliate.

"Technical Support Agents" means Affiliate's staff person specified in the Contact Information Worksheet of this Agreement responsible for administering the Software Products and acting as Affiliate's Software Products support contact.

"User License" means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media, limited to a single licensee.

"Users" refers to individuals who are agents and/or sworn officers of the Affiliate and who are authorized by the Affiliate to access LEARN on behalf of Affiliate through login credentials provided by Affiliate.

II. Enterprise License Grant; Duplication and Distribution Rights:

Subject to the terms and conditions of this Agreement, Vigilant hereby grants Affiliate an Enterprise License to the Software Products for the Term provided in Section III below. Except as expressly permitted by this Agreement, Affiliate or any third party acting on behalf of Affiliate shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Products. Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise. Affiliate shall not eliminate, bypass, or in any way alter the copyright screen (also known as the "splash" screen) that may appear when Software Products are first started on any computer.



Any use or redistribution of Software Products in a manner not explicitly stated in this Agreement, or not agreed to in writing by Vigilant, is strictly prohibited.

III. Term; Termination.

A. Term. The initial term of this Agreement is for one (1) year beginning on the Effective Date (the "Initial Term"), unless earlier terminated as provided herein. Sixty (60) days prior to the expiration of the Initial Term and each subsequent Service Period, Vigilant will provide Affiliate with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a "Service Period"). This Agreement and the Enterprise License granted under this Agreement will be extended for a Service Period upon Affiliate's payment of that Service Period's Service Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Service Period, as the case may be. Pursuant to Section XIII below, Affiliate may also pay in advance for more than one Service Period.

B. Affiliate Termination. Affiliate may terminate this Agreement at any time by notifying Vigilant of the termination in writing thirty (30) days prior to the termination date and deleting all copies of the Software Products. If Affiliate terminates this Agreement prior to the end of the Initial Term, Vigilant will not refund or prorate any license fees, nor will it reduce or waive any license fees still owed to Vigilant by Affiliate. Upon termination of the Enterprise License, Affiliate shall immediately cease any further use of Software Products. Affiliate may also terminate this agreement by not paying an invoice for a subsequent year's Service Fee within sixty (60) days of invoice issue date.

C. Vigilant Termination. Vigilant has the right to terminate this Agreement by providing thirty (30) days written notice to Affiliate. If Vigilant's termination notice is based on an alleged breach by Affiliate, then Affiliate shall have thirty (30) days from the date of its receipt of Vigilant's notice of termination, which shall set forth in detail Affiliate's purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Affiliate has not reasonably cured the described breach of this Agreement, Affiliate shall immediately discontinue all use of Software Products and certify to Vigilant that it has returned or destroyed all copies of Software Products in its possession or control. If Vigilant terminates this Agreement prior to the end of a Service Period for breach, no refund for any unused Service Fees will be provided. If Vigilant terminates this Agreement prior to the end of a Service Period for no reason, and not based on Affiliate's failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

IV. Warranty and Disclaimer; Infringement Protection; Use of Software Products Interface.

A. Warranty and Disclaimer. Vigilant warrants that the Software Products will be free from all Significant Defects (as defined below) during the term of this Agreement (the "Warranty Period"). "Significant Defect" means a defect in a Software Product that impedes the primary function of the Software Product. This warranty does not include products not manufactured by Vigilant. Vigilant will repair or replace any Software Product with a Significant Defect during the Warranty Period; *provided, however*, if Vigilant cannot substantially correct a Significant Defect in a commercially reasonable manner, Affiliate may terminate this Agreement and Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period



by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365. Vigilant shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, shipping or handling loss, unless such charges are due to Vigilant's gross negligence or intentional misconduct.

B. Infringement Protection. If an infringement claim is made against Affiliate by a third-party in a court of competent jurisdiction regarding Affiliate's use of any of the Software Products, Vigilant shall indemnify Affiliate, and assume all legal responsibility and costs to contest any such claim. If Affiliate's use of any portion of the Software Products or documentation provided to Affiliate by Vigilant in connection with the Software Products is enjoined by a court of competent jurisdiction, Vigilant shall do one of the following at its option and expense within sixty (60) days of such enjoinder: (1) Procure for Affiliate the right to use such infringing portion; (2) replace such infringing portion with a non-infringing portion providing equivalent functionality; or (3) modify the infringing portion so as to eliminate the infringement while providing equivalent functionality.

C. Use of Software Products Interface. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by Affiliate that Affiliate's users will be instructed to only utilize the interface to the Software Products at times when it is safe to do so. Vigilant is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

V. Software Support, Warranty and Maintenance.

Affiliate will receive technical support by submitting a support ticket to Vigilant's company support website or by sending an email to Vigilant's support team. Updates, patches and bug fixes of the Software Products will be made available to Affiliate at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Vigilant will provide Software Products support to Affiliate's Technical Support Agents through e-mail, fax and telephone. Customer allows Vigilant Solutions to access the L5Q camera settings for the purposes of optimizing the plate collection process.

VI. L6Q Camera License Keys (L6Q CLKs).

Affiliate is entitled to use of the Software Products during the term of this Agreement to set up and install the Software Products on an unlimited number of media centers within Affiliate's agency in accordance with selected Service Options. As Affiliate installs additional units of the Software Products and connects them to LPR cameras, Affiliate is required to obtain a L5M Camera License Key (L5M CLK) for each L5M camera installed and considered in active service. An L5M can be obtained by Affiliate by going to Vigilant's company support website and completing the online request form to Vigilant technical support staff. Within two (2) business days of Affiliate's application for an L5M CLK, Affiliate's Technical Support Agent will receive the requested L5M CLK that is set to expire on the last day of the Initial Term or the then-current Service Period, as the case may be.

VII. Ownership of Software.



A. Ownership of Software Products. The Software Products are copyrighted by Vigilant and remain the property of Vigilant. The license granted under this Agreement is not a sale of the Software Products or any copy. Affiliate owns the physical media on which the Software Products are installed, but Vigilant retains title and ownership of the Software Products and all other materials included as part of the Software Products.

B. Rights in Software Products. Vigilant represents and warrants that: (1) it has title to the Software and the authority to grant license to use the Software Products; (2) it has the corporate power and authority and the legal right to grant the licenses contemplated by this Agreement; and (3) it has not and will not enter into agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted.

VIII. Data Sharing, Access and Security.

Affiliate at its option may share its LEA LPR Data with similarly situated LEAs who contract with Vigilant to access LEARN (for example, LEAs who share LEA LPR Data with other LEAs). Vigilant will not share any LEA LPR Data generated by the Affiliate without the permission of the Affiliate.

Vigilant has implemented procedures to allow for adherence to the FBI CJIS Security Policy. The hosting facility utilizes access control technologies that meet or exceed CJIS requirements. In addition, Vigilant has installed and configured network intrusion prevention appliances, as well as ensured that the configuration of the Microsoft environment adhere to the Windows Server Security Guide.

IX. Ownership and use of Data.

Affiliate retains all rights to LEA LPR Data generated by the Affiliate. Should Affiliate terminate agreement with Vigilant, a copy of all LEA LPR Data generated by the Affiliate will be created and provided to the Affiliate. After the copy is created, all LEA LPR Data generated by the Affiliate will be deleted from LEARN at the written request of an authorized representative of the Affiliate or per the Affiliate's designated retention policy, whichever occurs first. LEA LPR Data should be used by the Affiliate for law enforcement purposes only.

X. Loss of Data, Irregularities and Recovery.

Vigilant places imperative priority on supporting and maintaining data center integrity. Using redundant disk arrays, there is a virtual guarantee that any hard disk failure will not result in the corruption or loss of the valuable LPR data that is essential to the LEARN system and clients.

XI. Data Retention and Redundancy.

LEA LPR Data are governed by the contributing LEA's retention policy. LEA LPR Data that reaches its expiration date will be deleted from LEARN. Vigilant's use of redundant power sources, fiber connectivity and disk arrays ensure no less than 99% uptime of the LEARN LPR database server system.

XII. Account Access.



A. Eligibility. Affiliate shall only authorize individuals who satisfy the eligibility requirements of “Users” to access LEARN. Vigilant in its sole discretion may deny access to LEARN to any individual based on such person’s failure to satisfy such eligibility requirements. User logins are restricted to agents and sworn officers of the Affiliate. No User logins may be provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Vigilant.

B. Security. Affiliate shall be responsible for assigning an Agency Manager who in turn will be responsible for assigning to each of Affiliate’s Users a username and password (one per user account). A limited number of User accounts is provided. Affiliate will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). Affiliate shall notify Vigilant immediately if Affiliate believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Affiliate must notify Vigilant immediately if Affiliate becomes aware of any other breach or attempted breach of the security of any of its Users’ accounts.

C. CJIS Requirements. Affiliate certifies that its LEARN users shall comply with the CJIS requirements outlined in Exhibit A.

XIII. Service Package, Fees and Payment Provisions.

A. Service Package. This Enterprise Service Agreement is based on following Service Package:

L5M Service Package:

- Vigilant Managed/Hosted LPR server LEARN Account
- CarDetector Mobile Hit Hunter
- Mobile Companion App
- Access to all Vigilant Software including all upgrades and updates
- Unlimited user licensing for the following applications:
 - LEARN, CarDetector and TAS

B. Service Fee. Payment of each Service Fee entitles Affiliate to all rights granted under this Agreement, including without limitation, use of the Software Products for the relevant Service Period, replacement of L5M CLKs, and access to the updates and releases of the Software Products and associated equipment driver software to allow the Software Products to remain current and enable the best possible performance. The annual Service Fee due for a particular Service Period is based on the number of current Vigilant issued L5M CLK’s at the time of Service Fee invoicing, and which will be used by Affiliate in the upcoming Service Period. A schedule of annual Service Fees is shown below:

Annual Service Fee Schedule		
	Annual Fee Per L5M CLK	\$525.00

Payment of the Service Fee is due thirty (30) days prior to the renewal of the then-current Service Period. All Service Fees are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on



Vigilant's net income) and Affiliate agrees to pay any such tax. Service Fees may increase by no higher than 4% per year for years after the first year of this agreement.

Affiliate and Vigilant agree that the number of L5M CLKs issued as of the Effective Date of this Agreement is 3 [Insert Quantity]. All future additions of L5M CLKs shall only be those as provided for in the definitions provided above.

C. Advanced Service Fee Payments. Vigilant will accept advanced Service Fee payments on a case by case basis for Affiliates who wish to lock in the Service Fee rates for subsequent periods at the rates currently in effect, as listed in the table above. If Affiliate makes advanced Service Fee payments to Vigilant, advanced payments to Vigilant will be applied in full to each subsequent Service Period's Service Fees until the balance of the credits is reduced to a zero balance. System based advanced credits shall be applied to subsequent Service Fees in the amount that entitles Affiliate continued operation of the designated camera unit systems for the following Service Period until the credits are reduced to a zero balance.

D. Price Adjustment. Vigilant has the right to increase or decrease the annual Service Fee from one Service Period to another; *provided, however*, that in no event will a Service Fee be increased by more than 4% of the prior Service Period's Service Fees. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Affiliate notice of the proposed increase on or before the date that Vigilant invoices Affiliate for the upcoming Service Period.

XIV. Miscellaneous.

A. Not Used.

B. Confidentiality. Affiliate acknowledges that Software Products contain valuable and proprietary information of Vigilant and Affiliate will not disassemble, decompile or reverse engineer any Software Products to gain access to confidential information of Vigilant.

C. Assignment. Neither Vigilant nor Affiliate is permitted to assign this Agreement without the prior written consent of the other party. Any attempted assignment without written consent is void.

D. Amendment; Choice of Law. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties.

E. Complete Agreement. This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter.

F. Relationship. The relationship created hereby is that of contractor and customer and of licensor and Affiliate. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or



agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

G. No Rights in Third Parties. This agreement is entered into for the sole benefit of Vigilant and Affiliate and their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

H. Construction. The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

I. Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

J. Federal Government. Any use, copy or disclosure of Software Products by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.

K. Right to Audit. Affiliate, upon thirty (30) days advanced written request to Vigilant, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Agreement and any other Sub Agreements.

L. Notices; Authorized Representatives; Technical Support Agents. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering 30 days advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.



Vigilant Solutions, LLC Attn: Sales Administration 1152 Stealth Street Livermore, CA 94551	Affiliate: Starkville Police Department Attn: Corporal Christopher Jackson Address: 101 E. Lampkin St. Starkville, Ms. 39759
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M. Authorized Representatives; Technical Support Agents. Affiliate's Authorized Representatives and its Technical Support Agents are set forth below in the Contact Information Worksheet. Affiliate's Authorized Representative is responsible for administering this Agreement and Affiliate's Technical Support Agents are responsible for administering the Software Products and acting as Affiliate's Software Products support contact. Either party may from time to time change its Authorized Representative, and Affiliate may from time to time change its Technical Support Agents, in each case, by delivering 30 days advance notice to the other party in accordance with the notice provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

Manufacturer: Vigilant Solutions, LLC

Authorized Agent: _____



Title: _____

Date: _____

Signature: _____

Affiliate Organization: Starkville Police Department

Authorized Agent: _____

Title: _____

Date: _____

Signature: _____



Enterprise Service Agreement

Contact Information Worksheet

Please complete the following contact information for your Vigilant Solutions Enterprise License program.

Enterprise License Agreement Holder			
Company / Agency Name:		Starkville Police Department	
Company / Agency Type:		Law Enforcement Agency	
Address:	101 E. Lampkin St.		
	Starkville, Ms. 39759		
Primary Contact			
Name:	Christopher Jackson		
Title:	Corporal	Phone:	662-323-4134
Email:	c.jackson@cityofstarkville.org		
Supervisor Information			
Name:			
Title:		Phone:	
Email:			
Financial Contact (Accounts Payable)			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 1			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 2			
Name:			
Title:		Phone:	
Email:			

For questions or concerns, please contact Vigilant Solutions' sales team:

sales@vigilantsolutions.com

1-925-398-2079



Exhibit A: CJIS Requirements

Vigilant and the Affiliate agree on the importance of data security, integrity and system availability and that these security objectives will only be achieved through shared responsibility. Vigilant and the Affiliate agree they will more likely be successful with information security by use of the Vigilant supplied technical controls and client Affiliate use of those controls; in conjunction with agency and personnel policies to protect the systems, data and privacy.

Vigilant and the Affiliate agree that Affiliate owned and FBI-CJIS supplied data in Vigilant systems does not meet the definition of FBI-CJIS provided Criminal Justice Information (CJI). Regardless, Vigilant agrees to treat the Affiliate-supplied information in Vigilant systems as CJI. Vigilant will strive to meet those technical and administrative controls; ensuring the tools are in place for the proper protection of systems, information and privacy of individuals to the greatest degree possible.

Vigilant and the Affiliate agree that information obtained or incorporated into Vigilant systems may be associated with records that are sensitive in nature having, tactical, investigative and Personally Identifiable Information. As such, that information will be treated in accordance with applicable laws, policies and regulations governing protection and privacy of this type of data.

Vigilant and the Affiliate agree that products and services offered by Vigilant are merely an investigative tool to aid the client in the course of their duties and that Vigilant make no claims that direct actions be initiated based solely upon the information responses or analytical results. Further, Vigilant and the Affiliate agree that the Affiliate is ultimately responsible for taking the appropriate actions from results, hits, etc. generated by Vigilant products and require ongoing training, human evaluation, verifying the accuracy and currency of the information, and appropriate analysis prior to taking any action.

As such, the parties agree to do the following:

Vigilant:

1. Vigilant has established the use of FBI-CJIS Security Policy as guidance for implementing technical security controls in an effort to meet or exceed those Policy requirements.
2. Vigilant agrees to appoint a CJIS Information Security Officer to act as a conduit to the client Contracting Government Agency, Agency Coordinator, to receive any security policy information and disseminate to the appropriate staff.
3. Vigilant agrees to adhere to FBI-CJIS Security Policy Awareness Training and Personnel Screening standards as required by the Affiliate.
4. Vigilant agrees, by default, to classify all client supplied data and information related to client owned infrastructure, information systems or communications systems as "Criminal Justice Data". All client information will be treated at the highest level of confidentiality by all Vigilant staff and authorized partners. Vigilant has supporting guidance/policies for staff handling the full life cycle of information in physical or electronic form and has accompanying disciplinary procedures for unauthorized access, misuse or mishandling of that information.



5. Vigilant will not engage in data mining, commercial sale, unauthorized access and/or use of any of Affiliate owned data.
6. Vigilant and partners agree to use their formal cyber Incident Response Plan if such event occurs.
7. Vigilant agrees to immediately inform Affiliate of any cyber incident or data breach, to include DDoS, Malware, Virus, etc. that may impact or harm client data, systems or operations so proper analysis can be performed and client Incident Response Procedures can be initiated.
8. Vigilant will only allow authorized support staff to access the Affiliate's account or Affiliate data in support of Affiliate as permitted by the terms of contracts.
9. Vigilant agrees to use training, policy and procedures to ensure support staff use proper handling, processing, storing, and communication protocols for Affiliate data.
10. Vigilant agrees to protect client systems and data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance or the support roles assigned.
11. Vigilant agrees to inform the Affiliate of any unauthorized, inappropriate use of data or systems.
12. Vigilant will design software applications to facilitate FBI-CJIS compliant information handling, processing, storing, and communication of Affiliate.
13. Vigilant will advise Affiliate when any software application or equipment technical controls are not consistent with meeting FBI-CJIS Policy criteria for analysis and due consideration.
14. Vigilant agrees to use the existing Change Management process to sufficiently plan for system or software changes and updates with Rollback Plans.
15. Vigilant agrees to provide technical security controls that only permit authorized user access to Affiliate owned data and Vigilant systems as intended by the Affiliate and data owners.
16. Vigilant agrees to meet or exceed the FBI-CJIS Security Policy complex password construction and change rules.
17. Vigilant will only provide access to Vigilant systems and Affiliate owned information through Affiliate managed role-based access and applied sharing rules configured by the Affiliate.
18. Vigilant agrees to provide technical controls with additional levels of user Advanced Authentication in Physically Non-Secure Locations.
19. Vigilant agrees to provide compliant FIPS 140-2 Certified 128-bit encryption to Affiliate owned data during transport and storage ("data at rest") while in the custody and control of Vigilant.
20. Vigilant agrees to provide firewalls and virus protection to protect networks, storage devices and data.
21. Vigilant agrees to execute archival, purges and/or deletion of data as configured by the data owner.
22. Vigilant agrees to provide auditing and alerting tools within the software applications so Affiliate can monitor access and activity of Vigilant support staff and Affiliate users for unauthorized access, disclosure, alteration or misuse of Affiliate owned data. (Vigilant support staff will only have access when granted by the Affiliate.)
23. Vigilant will only perform direct support remote access to Affiliate systems/infrastructure when requested, authorized and physically granted access to the applications/systems by the Affiliate. This activity will be documented by both parties.
24. Vigilant creates and retains activity transaction logs to enable auditing by the Affiliate data owners and Vigilant staff.
25. Vigilant agrees to provide physical protection for the equipment-storing Affiliate data along with additional technical controls to protect physical and logical access to systems and data.
26. Vigilant agrees to participate in any Information or Technical Security Compliance Audit performed by the Affiliate, state CJIS System Agency or FBI-CJIS Division.



27. Vigilant agrees to perform independent employment background screening for its' staff and participate in additional fingerprint background screening as required by Affiliate.
28. Vigilant agrees that the Affiliate owns all Affiliate contributed data to include "hot-lists", scans, user information etc., is only shared as designated by the client and remains the responsibility and property of the Affiliate.

Affiliate:

1. Affiliate agrees to appoint an Agency Coordinator as a central Point of Contact for all FBI-CJIS Security Policy related matters and to assign staff that are familiar with the contents of the FBI-CJIS Security Policy.
2. Affiliate agrees to have the Agency Coordinator provide timely updates with specific information regarding any new FBI-CJIS, state or local information security policy requirements that may impact Vigilant compliance or system/application development and, to facilitate obtaining certifications, training, and fingerprint-based background checks as required.
3. Affiliate agrees to inform Vigilant when any FBI-CJIS Security Awareness Training, personnel background screening or execution of FBI-CJIS Security Addendum Certifications are required.
4. Affiliate agrees to immediately inform Vigilant of any relevant data breach or cyber incident, to include DDoS, Malware, Virus, etc. that may impact or harm Vigilant systems, operations, business partners and/or other Affiliates, so proper analysis can be performed, and Incident Response Procedures can be initiated.
5. Affiliate agrees that they are responsible for the legality and compliance of information recorded, submitted or placed in Vigilant systems and use of that data.
6. Affiliate agrees that they are responsible for proper equipment operation and placement of equipment.
7. Affiliate agrees that they are responsible for vetting authorized user access to Vigilant systems with due consideration of providing potential access to non-Affiliate information.
8. Affiliate agrees that responsibility and control of persons granted access to purchased Vigilant systems, along with data stored and transmitted via Vigilant systems, is that of the Affiliate.
9. Affiliate agrees that they have responsibility for all data security, handling and data protection strategies from point of acquisition, during transport and until submission ("Hotlist upload") into Vigilant systems.
10. Affiliate agrees to reinforce client staff policies and procedures for secure storage and protection of Vigilant system passwords.
11. Affiliate agrees to reinforce client staff policies for creating user accounts with only government domain email addresses. Exceptions will be granted in writing.
12. Affiliate agrees to reinforce client staff policies for not sharing user accounts.
13. Affiliate agrees to use Vigilant role-based access as designed to foster system security and integrity.
14. Affiliate agrees that they control, and are responsible for, appropriate use and data storage policies as well as procedures for the data maintained outside the Vigilant systems. This includes when any information is disseminated, extracted or exported out of Vigilant systems.
15. Affiliate agrees that they control and are responsible for developing policies, procedures and enforcement for applying deletion/purging and dissemination rules to information within and outside the Vigilant systems.
16. Affiliate agrees that it is their responsibility to ensure data and system protection strategies are accomplished through the tools provided by Vigilant for account and user management features along with audit and alert threshold features.
17. Affiliate agrees to use the "virtual escorting" security tools provided for managing client system remote access and monitor Vigilant support staff when authorized to assist the client.



18. Affiliate agrees that the Vigilant designed technical controls and tools will only be effective in conjunction with Affiliate created policies and procedures that guide user access and appropriate use of the system.
19. Affiliate agrees that information and services provided through Vigilant products do not provide any actionable information, Affiliate users are responsible for the validity and accuracy of their data and developing procedures to verify information with the record owner and other systems (NCIC) based upon the potential lead generated.

26. CONSIDERATION TO ACCEPT EMERGENCY AUTHORIZATION CONSISTENT WITH PRESIDENTIAL DETERMINATION NO. 2022-19, FROM TRANSARMOUR TO REBUILD 20 TRANSFORMERS AT A COST OF \$26,557.00

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval of emergency authorization from TransArmour to rebuild 20 transformers at a cost of \$26,557” is enumerated, this consent item is thereby approved.

27. CONSIDERATION TO ACCEPT THE LOWEST QUOTE FROM WREN BODY WORKS LLC FOR A UTILITY BED FOR A FORD F-250 IN THE AMOUNT OF \$10,547.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest and best quote from Wren Body Works LLC for a utility bed for a Ford F-250 in the amount of \$10,547.00” is enumerated, this consent item is thereby approved. Two Quotes: Wren - \$10,547 and Chief - \$12,500

28. CONSIDERATION TO ACCEPT THE LOWEST AND BEST QUOTE FROM WREN BODY WORKS LLC FOR A UTILITY BED FOR A FORD F-350 IN THE AMOUNT OF \$10,547.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest and best quote from Wren Body Works LLC for a utility bed for a Ford F-350 in the amount of \$10,547.00” is enumerated, this consent item is thereby approved. Two Quotes: Wren - \$10,547 and Chief - \$12,500

29. CONSIDERATION TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR THE ELECTRIC AND WATER DIVISIONS OF STARKVILLE UTILITIES, WITH THE INTENT OF AWARDING THE SOURCE OF SUPPLY CONTRACTS FOR JANUARY 1, 2023 THROUGH JUNE 30, 2022 AS WELL AS JULY 1, 2023 THROUGH DECEMBER 31, 2023.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to advertise for Source of Supply bids for the Electric and Water Divisions of Starkville Utilities, with the intent of awarding the Source of Supply contracts for January 1, 2023 through June 30, 2022 as well as July 1, 2023 through December 31, 2023” is enumerated, this consent item is thereby approved.

30. CONSIDERATION TO DECLARE EXCESS CULVERTS, BRIDGE COMPONENTS, AND OTHER MATERIALS NOT ON INVENTORY AS SURPLUS AND TO AUCTION ON GOVDEALS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to declare excess culverts, bridge components, and other materials not on inventory as surplus and to auction on GovDeals” is enumerated, this consent item is thereby approved.

31. CONSIDERATION TO RENEW ASSET ESSENTIALS SOFTWARE LICENSE AGREEMENT FROM BRIGHTLY SOLUTIONS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to renew Asset Essentials Software License Agreement from Brightly Solutions” is enumerated, this consent item is thereby approved. The agreement follows this page.



Q-308741

Service Term: 36 months (10/01/2022 - 09/30/2025)

Services			
Services Invoice - Year 1			
Item	Start Date	End Date	Investment
Asset Essentials Enterprise	10/1/2022	9/30/2023	26,082.93 USD
- Streets/Signs/Sidewalks Module			Included
- Storm Water Module			Included
- Electric and Gas Module			Included
- Water Distribution and Waste Water Collection Module			Included
- Sanitation Module			Included
- Asset Essentials Inventory			Included
- AE Safety			Included
- Dude Analytics			Included
Subscription			26,082.93 USD
Year 1 Total:			

The Services invoice for Year 1 will be issued upon acceptance of the Order Form. Subsequent Services Invoices will be sent annually.

Professional Services	
Consulting Service for 1.0 days	1,795.50 USD
Professional Services Year 1 Total:	1,795.50 USD

Q-308741



Remaining Services Invoices

Item	Annual period Beginning	Investment
Year 2	10/1/2023	27,647.91 USD
Year 3	10/1/2024	29,306.78 USD

Special Terms for Asset Essentials:

Asset Essentials pricing is based on a maximum storage limit of 200GB of data. Data storage that exceeds 200GB may subject to an additional fee of \$200 per year per additional 200GB of storage.



Virtual Consulting Services - Statement of Work

Purpose

Brightly's (Company) virtual consulting service is designed to provide our clients with focused guidance by experienced consultants to ensure an effective and efficient deliverables to aid their utilization and achieve a faster ROI. This may include meeting with key stakeholders to ensure the set-up and configuration of the system will meet the client's current and future needs; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

Value

By partnering with Brightly, you are provided expert guidance in the best practice configuration and usage of your Brightly applications. You will experience faster time to value. Focused virtual consulting services allow a client to focus on their day to day operations and let us take on the burden of one-time tasks related to data, configuration and training. Our team will bring their thousands of hours of expertise to the table, helping ensure a smooth transition to their new Brightly application or adoption of new functionality.

Deliverables

The following list is of categories of outcomes that can be achieved through. The specific deliverables included in your service will be documented and presented to you by your Project Coordinator. If additional services are requested, a new Consulting Services SOW may be required. Virtual services are delivered in a minimum of 2 hour increments, or until the desired outcome is reached.

Discovery:

- Virtual Interviews and requirements gathering of current process and desired outcomes. Virtual sessions to review desired outcomes and change management process around configured data, categorizations, end-user provided values and reporting needs.

Data Loading and Account Configuration:

- Data Loading of Pick List values or primary record data (e.g. work orders, events, PM schedules) in your applications. Reviewing, removing duplicates, making recommendations for best alignment of data categories and aligning with Company Import templates for inclusion in your solution.

User Training:

- Administrator and/or Role based user training to include functions associated to specific role permissions. Including maintaining current data in your account, basic or advanced workflow function and non-administrators' recurring activity regarding creation and processing of records.

** Service outcomes may be dependent on the version of the solution the client owns. Verify that your desired outcomes can be achieved with your current application subscription.

Evaluation



At the conclusion of the service, the consultant will forward notes to your project coordinator capturing what was accomplished and any recommended next steps. The project coordinator will schedule a follow-up call within 2 weeks of the service. Ongoing communication until the project is complete will be through your Financial Force Community project if the service is incorporated into a larger implementation project, or via email.

Client Assumptions

- Data should be provided in an Excel or CSV format in one sheet or workbook with unique records in each row. Multi-tab spreadsheets or multiple rows of data per record will not import successfully and will require additional services. Company cannot access or extract data from other systems or locations.
- Not all data from a legacy system or database will have a one for one match in your Company solutions. We will work with the client to determine the best approach to capture and map this data.
- Client is responsible for providing login information ahead of time to users, as well as provide devices where the mobile app(if applicable) or web browser is downloaded and up to date.
- Client is responsible for troubleshooting any issues related to their IT infrastructure including network and device management.
- The client will schedule time for the appropriate resources to be available to the consultant for the duration of any confirmed virtual meeting(s). The success of this process is dependent on the attendance and responsiveness of the key stakeholders.
- Client will verify with their Company Project Coordinator that they have the correct versions of applications to allow for requested changes to their data or account configuration.
- The client will also provide a dedicated room or area with adequate technology for successful virtual training, including but not limited to monitor/projector, computers/tablets and wireless internet access.
- Client acknowledges rescheduling or cancelling services within 2 weeks of the confirmed date will require rescheduling based on current availability which may result in delays to the larger implementation project.
- Rescheduling or cancellation of the service within 2 weeks of the scheduled delivery date will result in a \$500 rescheduling fee.



Order Form terms

- By accepting this Order Form, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Fees for the full Services Term defined above.
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order Form.
- This Order Form and its Services are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- To the extent professional services are included in the Professional Services section of this Order Form, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Terms by reference.
- During the Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Unless otherwise specified on this Order Form, Company maintains the right to increase Subscription Fees within the Services Term by an amount not to exceed the greater of 6% or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Service Terms will be charged at the then-current rate.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order Form annually. If the Subscriber fails to appropriate funds sufficient to maintain the Service(s) described in this Order Form, then the Subscriber may terminate the Service(s) at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Service(s) terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order Form. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

Additional information



- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-308741 on any applicable purchase order and email to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com)
- Brightly Software, Inc. maintains the necessary insurance coverage for its products and professional services, including but not limited to liability and errors & omissions coverage. Proof of insurance can be provided upon request.

8

Signature

Presented to:

Q-308741

Accepted by:

D. Lynn Spruill
Printed Name


Signed Name

Mayor - City of Starkville
Title

11-1-2022
Date

32. CONSIDERATION TO PURCHASE F350 CHASSIS-60” CAB TO AXLE FOR REPLACEMENT OF VEHICLE 128 IN THE AMOUNT OF \$40,401.00 AND REQUEST AUTHORIZATION TO ACCEPT THE LOWEST AND BEST QUOTE FROM WREN BODY WORKS LLC FOR THE BED ASSEMBLY AND INSTALLATION FOR THE SERVICE TRUCK FOR WASTEWATER IN THE AMOUNT OF \$29,782.11.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to purchase F350 chassis-60” cab to axle for replacement of vehicle 128 in the amount of \$40,401.00 and request authorization to accept the lowest and best quote from Wren Body Works LLC for the bed assembly and installation for the service truck for wastewater in the amount of \$29,782.11” is enumerated, this consent item is thereby approved.

2 Quotes: Wren - \$29,782.11 and H & H - \$30,000.00

33. CONSIDERATION TO ACCEPT THE BEST QUOTE FROM MICHAEL BOX FOR COLLEGE VIEW PUMP STATION REMOVAL IN THE AMOUNT OF \$39,647.68.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the November 1, 2022 Official Agenda, and to accept items for consent, whereby the “approval to accept the best quote from Michael Box for College view pump station removal in the amount of \$39,647.68 due to completion time” is enumerated, this consent item is thereby approved.

2 Quotes: Box Construction - \$39,647.68 and H and H - \$39,647.68

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS: Mayor Spruill introduced new firefighters: Zalen Brown, David Docher, Gene King, Jackson Powney, Tyun Robinson and Daniel Triplett. Mayor Spruill then noted it will be a MSU home game weekend.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver asked the everyone go by and see the newest mural just off Main Street, noting it was a great asset to the area.

Alderman Sistrunk reminded everyone to go vote November 8.

Alderman Vaughn wished the Starkville High School football team good luck November 3 and encouraged all to go to the game in support of the Yellowjackets.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted the upcoming time change and that it will be getting darker soon each day.

PUBLIC APPEARANCES:

STUDENTS FOR A SUSTAINABLE CAMPUS – EMMA VAN EPPS, President

Ms Van Epps presented an overview of the Climate March held October 22, 2022. She asked the City to reinstate curbside recycling, create a sustainable business awards program and enforce building codes. Joining Ms Van Epps was Courtney Cochran, Vice President, Grant Peterson, Campaign Coordinator, and Rebecca Kuruth, Publicity Manager.

SOUTH MONTGOMERY TRAFFIC STUDY – STARKVILLE CHURCH OF GOD

PASTOR DENNIS LAUGHLIN spoke of the history of the Starkville Church of God at Locksley Way and South Montgomery. He then asked that the following letter be placed in the minutes.



starkville
CHURCH OF GOD

100 LOCKSLEY WAY • STARKVILLE, MISSISSIPPI 39759

(662) 323-0352
mail@starkvillecog.com

November 1, 2022

Dear Mayor Spruill & Board of Aldermen,

I am writing this letter in regards to the South Montgomery traffic study going on at the time this letter is being submitted. After speaking with the Mayor, she recommended that I submit a letter to be admitted into the records.

Our church, Starkville Church of God is located on 5 acres on the corner of South Montgomery and Locksley Way, where it has been since relocating from Maxwell Street in 1976. God has blessed our church over the years, and in 2003, plans were drawn up for a new sanctuary that would be located in front of our current sanctuary. Unfortunately, circumstances arose, and that sanctuary was never constructed. Currently, our church is growing again, and that expansion, we believe is in our future. With that expansion, additional parking will be required. Our current property can house that, however, if a large traffic circle were to be constructed, or additional lanes that would take from our property, that would not be possible.

Some years back, the TVA power lines were ran across our property and the church was not consulted. This will be an obstacle to build around, but one that can be overcome. However, if any property were to be taken by eminent domain, that dream would not be possible.

We are aware of the value of our property, and realize that we could sell, make a substantial profit that would enable us to relocate. But we feel that our neighborhood and our proximity to the MSU campus are the very reasons to make sure a church is present; not to mention our Compassion Pantry that feeds hundreds every month.

Therefore, we are requesting the City of Starkville to not consider any option for solving the traffic issue that would take from our property and make it possible to expand our facilities.

Thank you for your time,

God Bless

Dennis Laughlin
Lead Pastor, Starkville Church of God

PUBLIC HEARINGS:

PUBLIC HEARING AND CONSIDERATION OF VA 22-13: A REQUEST FOR A VARIANCE FROM STORMWATER REQUIREMENTS LOCATED AT 216 INDUSTRIAL PARK ROAD IN AN I ZONING DISTRICT.

Daniel Havelin, City Planner, presented an overview of VA 22-13 a request for a variance from stormwater requirements located at 216 Industrial Park Road in an I zoning district. The applicant, Boardtown Enterprises, LLC, is requesting a variance from stormwater requirements for Umble Coffee located at 216 Industrial Park Road in an I zoning district. The applicant is looking to renovate an existing building to use as a coffee roasting facility. The applicant is requesting relief from the stormwater requirements in section 16.9 of the Unified Development Code (UDC) for this phase to preserve the existing trees.

Mayor Spruill opened the Public Hearing.

Kenneth Thomas, the applicant, addressed the Board and gave an overview of the design and thanked the City for their consideration of approval.

There being no additional comments, the Mayor closed the Public Hearing.

34. CONSIDERATION OF AUTHORIZING VA 22-13: A REQUEST FOR A VARIANCE FROM STORMWATER REQUIREMENTS LOCATED AT 216 INDUSTRIAL PARK ROAD IN AN I ZONING DISTRICT.

Alderman Carver, duly seconded by Alderman Sistrunk, offered a motion approving VA 22-13: a request for a variance from stormwater requirements located at 216 Industrial Park Road in an I zoning district with the condition that any future expansion of the parking lot or building will require stormwater mitigation. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	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.

PUBLIC HEARING AND CONSIDERATION OF VA 22-14: A REQUEST FOR A VARIANCE TO DEVIATE FROM SETBACK REQUIREMENTS FOR AN ACCESSORY STRUCTURE LOCATED AT 230 BANCROFT AVENUE IN TN-N ZONING DISTRICT.

Daniel Havelin, City Planner, presented an overview of VA 22-14: a request for a variance to deviate from setback requirements for an accessory structure located at 230 Bancroft Avenue in TN-N zoning district. The applicant, Joe Couvillion on behalf of Tom Balzli, is requesting a variance from setback requirements for an accessory structure located at 230 Bancroft Avenue. The applicant has built an outdoor fireplace within the 5' side setback of the property. The fireplace is placed less than 1' from the property line. An outdoor fireplace is classified as an accessory structure in the Unified Development Code. The applicant is requesting relief from section 6.3.4 of the Unified Development Code.

Joe Couvillion, the applicant, addressed the Board and gave an overview of the design and thanked the City for their consideration of approval.

Stein McMullen, City Inspector and former Fire Marshall, noted a spark arrestor had been installed to prevent escaping

sparks from being an issue.

Mayor Spruill opened the Public Hearing. There being no comments, the Mayor closed the Public Hearing.

35. CONSIDERATION OF AUTHORIZING VA 22-14: A REQUEST FOR A VARIANCE TO DEVIATE FROM SETBACK REQUIREMENTS FOR AN ACCESSORY STRUCTURE LOCATED AT 230 BANCROFT AVENUE IN TN-N ZONING DISTRICT.

Alderman Rupp, duly seconded by Alderman Carver, offered a motion approving VA 22-14 a request for a variance to deviate from setback requirements for an accessory structure located at 230 Bancroft Avenue in TN-N zoning district with the condition that the outdoor fire place shall either be converted to gas only or a spark arrestor installed on the top of the chimney. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	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.

36. CONSIDERATION OF CURBSIDE RECYLING.

Alderman Beatty discussed and then asked that this item be tabled until he had collected sufficient data to present a recycling plan.

37. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Carver, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of October 25, 2022 for fiscal year ending 9/30/23, 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 Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	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	\$ 156,958.12
Restricted Police Fund	002	1,297.29
Restricted Fire Fund	003	99,428.18
Airport Fund	015	101,891.01
Restricted Airport	016	193,594.09
Sanitation	022	7,494.47

Park Bond - 2020	380	1,575,203.73
Economic Dev, Tourism	630	157,497.43
Sub Total Before Utilities		\$ 2,293,364.32
Utilities Dept.	SED	\$ 560,014.46
Total Claims	Total	\$ 2,688,473.86

38. MOTION TO RECESS UNTIL NOVEMBER 15, 2022 @ 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 recess the meeting until November 15, 2022 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	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 6th DAY OF DECEMBER, 2022.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK