

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
April 15, 2025**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on April 15, 2025 at 5:30 p.m. in the Municipal Court Room of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Kim Moreland, Sandra Sistrunk, Jeffrey Rupp, Mike Brooks, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Berk Huskison 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 Spruill called for any changes to the agenda as presented. Alderman Sistrunk asked to add Utilities Item XI. L. 2. (Approval of Neel Schaffer as engineer of record on CDBG application) to consent. There being no objection and no other changes requested; 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 Moreland, to approve the April 15, 2025 Official Agenda as amended. The Board voted as follows:

Alderman Kim Moreland	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
RECESS MEETING OF TUESDAY, APRIL 15, 2025
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 MARCH 28, 2025 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS: Employee Introductions
Sanitation Good Friday schedule / voting locations/absentee voting

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

PUBLIC HEARING AND CONSIDERATION FOR LOT MOWINGS OF PROPERTIES (410 S. WASHINGTON, 103 GILLESPIE, 121 GILLESPIE, 119 GILLESPIE AND LOT 2 CITY BLOCK 42 GILLESPIE) ON THE PROPERTY MOWING LIST FOR ADJUDICATION AS MENACES TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY AND IN NEED OF CLEANING AND TO APPROVE CLEANING IN ACCORDANCE WITH MISSISSIPPI CODE ANNOTATED §21-19-11.

IX. MAYOR'S BUSINESS

- A. CONSIDERATION OF HIRING CITY OF STARKVILLE INTERIM FIRE CHIEF DEWAYNE DAVIS TO THE POSITION OF CITY OF STARKVILLE FIRE CHIEF EFFECTIVE IMMEDIATELY.
- B. CONSIDERATION OF APPROVING THE EMERGENCY PROCUREMENT QUOTE FROM JE SHURDEN CONSTRUCTION, LLC TO REPAIR A SECTION OF E GARRARD ROAD IN THE AMOUNT OF \$184,312.60 AND RATIFY THIS EMERGENCY AS A QUALIFYING EVENT UNDER MS CODE § 37-7-1(F).

X. BOARD BUSINESS

- A. UPDATE AND DISCUSSION REGARDING THE NECESSARY UPGRADES TO THE ENTRY AND EXIT TO THE REDBUD SPRINGS SUBDIVISION.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

- 1. CONSIDERATION OF FP 25-04 A REQUEST FOR FINAL PLAT APPROVAL FOR "LOT 2 OF CITY BLOCK 87" SUBDIVISION AT 208 INDUSTRIAL PARK RD IN AN INDUSTRIAL ZONING DISTRICT WITH TWO CONDITIONS.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

- 1. CONSIDERATION OF APPROVING THE LOW BID FROM ECON CONSTRUCTION, INC. INCLUDING THE DEDUCTIVE ALTERNATE 1 AND ADDITIVE ALTERNATE 1 FOR A TOTAL CONTRACT AMOUNT OF \$7,576,203.00 FOR THE MAIN STREET IMPROVEMENTS PROJECT.
- 2. CONSIDERATION OF DECLARING A BOBCAT SKID STEER 753 AS SURPLUS AND AUCTIONING THE EQUIPMENT ON GOVDEALS.
- 3. AUTHORIZATION FOR THE ENGINEERING DEPARTMENT TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH RIVER SCIENCE, LLC.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF APRIL 7, 2025 FOR FISCAL YEAR ENDING 9/30/25, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.
2. ACCEPTANCE OF THE MARCH 2025 FINANCIAL STATEMENTS.
3. CONSIDERATION OF THE ACCEPTANCE OF THE FISCAL YEAR 9-30-2023 AUDIT OF THE CITY OF STARKVILLE AS PREPARED BY WATKINS, WARD & STAFFORD, CPAS, PLLC.

F. FIRE DEPARTMENT

1. REQUEST AUTHORIZATION FOR FIRE MARSHAL MARK MCCURDY TRAVEL TO GULFPORT, MS TO ATTEND THE BUILDING OFFICIALS ASSOC. OF MS SUMMER CONFERENCE TRAINING EVENT ON JUNE 9 – 13, 2025 AT AN APPROXIMATE COST OF \$2,500.00 (HOTEL, REGISTRATION, TRAVEL AND MEALS).
2. REQUEST AUTHORIZATION TO DECLARE THE LIST OF EQUIPMENT PROVIDED SURPLUS AND TO SELL OR DISPOSE OF ON GOVDEALS.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE HALLI POWERS AS A PART-TIME DISPATCHER IN THE STARKVILLE POLICE DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE WILLIAM GASKIN, JOSHUA LAWRENCE, AND JOSEPH PHILLIPS AS NON-CERTIFIED FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE RICHARD J. FRANKS, COLBY POPE, AND TYUN ROBINSON AS NON-EMT RESERVE FIRE FIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE JESSICA COLVIN AS A PART TIME DEPUTY COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT.
5. REQUEST AUTHORIZATION TO TRANSITION DANIEL FOUCHE TO A FULL TIME METER TECHNICIAN FOR THE STARKVILLE UTILITIES DEPARTMENT.
6. REQUEST AUTHORIZATION TO HIRE WAYLON SLIDER AS A SEASONAL STUDENT INTERN FOR THE STARKVILLE UTILITIES DEPARTMENT.
7. REQUEST AUTHORIZATION TO HIRE HUNTER GREGG AS A WATER TECHNICIAN FOR THE UTILITIES DEPARTMENT.
8. REQUEST AUTHORIZATION TO HIRE STEVEN CUNDY AS A CODE ENFORCEMENT OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

9. REQUEST APPROVAL TO HIRE KADEN STALLINGS AS A NON -CERTIFIED POLICE OFFICER AND DEVEAIR SALTER AS A POLICE OFFICER I AND IN THE STARKVILLE POLICE DEPARTMENT.
10. REQUEST AUTHORIZATION TO HIRE ANGELICA COLBERT AS A RESERVE POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.
11. REQUEST AUTHORIZATION TO HIRE RANDY AKINS AS A WASTEWATER OPERATOR I FOR THE STARKVILLE UTILITIES DEPARTMENT.
12. REQUEST FOR AUTHORIZATION TO HIRE JACKSON KIMES AS GROUNDS MAINTENANCE WORKER AND DALE RAY AS LEAD GROUNDS MAINTENANCE WORKER FOR THE AIRPORT DEPARTMENT.
13. REQUEST AUTHORIZATION TO HIRE JUSTIN ALFORD AS A NETWORK ADMINISTRATOR IN THE STARKVILLE UTILITIES DEPARTMENT.
14. REQUEST AUTHORIZATION TO HIRE XAVIER BRADLEY AS RESIDENTIAL DRIVER IN THE SANITATION ENVIRONMENTAL SERVICES DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF THE PURCHASE OF FIVE CAMERAS FROM SECURITY SOLUTIONS FOR THE POLICE DEPARTMENT CAMERA PROJECT FOR \$19,940.00, THE LOWER QUOTE OF TWO QUOTES.

I. PARKS

1. CONSIDERATION OF PERMISSION TO ADVERTISE FOR THE STARKVILLE PARKS SIGNAGE PROJECT.

J. POLICE DEPARTMENT

1. POLICE
THERE ARE NO ITEMS FOR THIS AGENDA
2. CODE ENFORCEMENT
THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

1. REQUEST APPROVAL FOR CONSIDERATION TO ADVERTISE FOR THE PURCHASE/LEASE OPTIONS FOR COMMERCIAL FRONT LOADER GARBAGE TRUCKS FOR THE SANITATION ENVIRONMENTAL SERVICES DEPARTMENT

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO TRANSFER A VEHICLE (VIN ENDING IN 2882) FROM THE AIRPORT TO STARKVILLE UTILITIES WITH THE VEHICLE TO BE DECLARED SURPLUS AND SOLD ON GOVDEALS.
2. APPROVAL OF NEEL SCHAFFER, INC. AS THE ENGINEER OF RECORD FOR A PROPOSED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION TO THE MISSISSIPPI DEVELOPMENT AUTHORITY (MDA) ON BEHALF OF THE CITY OF STARKVILLE FOR THE PURPOSE OF SEWER IMPROVEMENTS TO AN AREA NOT CURRENTLY BEING SERVED ALONG HENDERSON AND SAND ROADS AND

AUTHORIZATION FOR THE MAYOR TO NEGOTIATE AND EXECUTE AN ENGINEERING CONSULTANT CONTRACT IN ACCORDANCE WITH MISSISSIPPI PROCUREMENT PROCEDURES.

- 3. CONSIDERATION OF ACCEPTING THE SOLE SOURCE QUOTE FROM ANIXER FOR 1,000 V4 WATER MODULES IN THE AMOUNT OF \$153,810.00.**

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

Potential Litigation

XV. OPEN SESSION

XVI. ADJOURN UNTIL MAY 6, 2025 @ 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 – 30:

2. CONSIDERATION OF THE MINUTES OF THE MARCH 28, 2025 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the March 28, 2025 work session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF HIRING CITY OF STARKVILLE INTERIM FIRE CHIEF DEWAYNE DAVIS TO THE POSITION OF CITY OF STARKVILLE FIRE CHIEF EFFECTIVE IMMEDIATELY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval to hire Sylvester Dewayne Davis as the Fire Chief for the Starkville Fire Department” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF FP 25-04: A REQUEST FOR FINAL PLAT APPROVAL FOR “LOT 2 OF CITY BLOCK 87” SUBDIVISION AT 208 INDUSTRIAL PARK RD IN AN INDUSTRIAL ZONING DISTRICT WITH TWO CONDITIONS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval of FP 25-04: a request for Final Plat approval for “Lot 2 of City Block 87” subdivision at 208 Industrial Park Rd in an Industrial zoning district with two conditions” is enumerated, this consent item is thereby approved.

Two Conditions:

1. The required sidewalks for Tract 1 must be either constructed or an Administrative Adjustment granted in accordance with Section 3.6.1.Q.4 prior to execution of the plat by city staff.
2. The required sidewalks for Tract 2 must be either constructed or have a Performance Guarantee Agreement with a time limit and an acceptable surety in accordance with Section 15.3.3.H.6 prior to execution of the plat by city staff.

5. CONSIDERATION OF DECLARING A BOBCAT SKID STEER 753 AS SURPLUS AND AUCTIONING THE EQUIPMENT ON GOVDEALS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval to declare a Bobcat Skid Steer 753 as surplus and auctioning on Govdeals” is enumerated, this consent item is thereby approved.

6. CONSIDERATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH RIVER SCIENCE, LLC.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval to enter into a professional services agreement with River Science, LLC to provide specialized and technical expertise on an as-needed basis in needs related to stormwater management, including regulatory compliance with FEMA, technical H & H evaluations and flood risk mitigation” is enumerated, this consent item is thereby approved.

The agreement follows this page.

7. CONSIDERATION TO ACCEPT THE MARCH 2025 FINANCIAL STATEMENTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 15, 2025 Official Agenda, and to accept items for consent, whereby the “acceptance of the March 2025 Financial Statements” is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF THE ACCEPTANCE OF THE FISCAL YEAR 9-30-2023 AUDIT OF THE CITY OF STARKVILLE AS PREPARED BY WATKINS, WARD & STAFFORD, CPAS, PLLC.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 15, 2025 Official Agenda, and to accept items for consent, whereby the “acceptance of the fiscal year 9-30-2023 audit of the City of Starkville as prepared by Watkins, Ward & Stafford, CPAS, PLLC” is enumerated, this consent item is thereby approved.

9. CONSIDERATION FOR FIRE MARSHAL MARK MCCURDY TRAVEL TO GULFPORT, MS TO ATTEND THE BUILDING OFFICIALS ASSOC. OF MS SUMMER CONFERENCE TRAINING EVENT ON JUNE 9 – 13, 2025 AT AN APPROXIMATE COST OF \$2,500.00 (HOTEL, REGISTRATION, TRAVEL AND MEALS).

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval for Fire Marshal Mark McCurdy travel to Gulfport, MS to attend the Building Officials Assoc. of MS Summer Conference & Training Event on June 9 – 13, 2025 at an approximate cost of \$2,500.00 (hotel, registration, travel and meals)” is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO DECLARE THE LIST OF EQUIPMENT, PROVIDED BY THE FIRE DEPARTMENT, SURPLUS AND TO SELL OR DISPOSE OF ON GOVDEALS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval to declare attached equipment list as surplus property and sell to the highest bidder on GovDeals, discard or sell directly to a scrap dealer” is enumerated, this consent item is thereby approved. List follows River Science Agreement.

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date of the Agreement”) between

The City of Starkville, Mississippi (“Owner”) and

River Science, LLC (“Engineer”).

Other terms used in this Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer’s services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.
- B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.02 Task Order Procedure

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer’s services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, “Engineer’s Services for Task Order,” prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, “Engineer’s Services for Task Order,” as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.
- C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth in this Agreement; in Exhibit B, "Owner's Responsibilities"; and in each Task Order.
- B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer’s services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer’s services, the Work, the performance of any Constructor, or in Owner’s performance of its responsibilities under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for [1] year from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 *Times for Rendering Services*

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer’s services, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
- F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse

Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, then such Construction Cost limit and Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," which shall be attached to and incorporated in the Task Order. If no Construction Cost limit is established in a Task Order, then Exhibit F does not apply.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others,

including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures*

Engineer and Owner shall comply with applicable Laws and Regulations.

Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

changes after the Effective Date of the Task Order to Laws and Regulations;

the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures;

changes after the Effective Date of the Task Order to Owner-provided policies or procedures.

- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or in the specific Task Order.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against Engineer that may be in any way connected to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any

modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project.
- B. Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Specific Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor.
- C. Engineer shall deliver to the Owner certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished promptly after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement.
- D. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Engineer waives all rights against the Owner, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and

subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Specific Project. Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- E. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- F. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, , provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.06 *Suspension and Termination*

A. *Suspension - Termination*

By Owner: Owner may suspend or terminate a Task Order at any time for any reason.

By Engineer: Engineer may suspend services under a Task Order (a) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4.

A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.

- B. *Termination for Cause—Task Order:* The obligation to provide further services under a specific Task Order may be terminated for cause:

By Engineer:

upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.

Engineer shall have no liability to Owner on account of such termination.

- C. *Termination for Cause—Agreement:* In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments,

then upon seven days notice Engineer may terminate this Agreement, including Engineer's services under all Task Orders.

- D. *Termination for Convenience by Owner:* Owner may suspend or terminate a Task Order or this Agreement for Owner's convenience for any reason, effective upon Engineer's receipt of notice from Owner.
- E. *Effective Date of Termination:* The terminating party under Paragraphs 6.06.B, C, and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.
- F. *Payments Upon Termination:*

In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Specific Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Except as otherwise provided by law, Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:

Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may exercise their rights at law. Any dispute shall be determined in the appropriate state court in Rankin County, Mississippi.

6.10 *Environmental Condition of Site*

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):

Owner represents to Engineer that as of the Effective Date of the Task Order, to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.

If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.

Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under a specific Task Order or this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, as provided by Mississippi law.
- F. *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.

- G. *Non-Exclusive Agreement*: Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:

Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

Additional Services—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.

Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.

Application for Payment—The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).

Change Order—A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

Change Proposal—A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g)

any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.

Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.

Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

Construction Contract Times—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.

Construction Cost—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.

Consultants—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.

Contractor—The entity or individual with which Owner enters into a Construction Contract.

Documents—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.

Effective Date of the Agreement—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

Effective Date of the Task Order—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.

Engineer—The individual or entity named as such in this Agreement.

Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

Owner—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.

Record Drawings—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

Resident Project Representative—The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR will be as set forth in each Task Order.

Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

Site—Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.

Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

Specific Project—The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.

Subcontractor—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.

Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

Task Order—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.

Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.

Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.

Work Change Directive—A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

- B. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Suggested Form of Task Order*

- A. The Suggested Form of Task Order is attached as Attachment 1, and shall be used as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

8.02 *Exhibits Included*:

- A. Exhibit A **[Not used.]**

- B. Exhibit B **[Not used.]**
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. The terms of Exhibit C that will be applicable to and govern compensation under a specific Task Order will be determined by the selection of compensation methods made in Paragraph 6, "Payments to Engineer," of the specific Task Order.
- D. Exhibit D **[Not used.]**
- E. Exhibit E **[Not used.]**
- F. Exhibit F **[Not used.]**
- G. Exhibit G, Insurance. This Exhibit is applicable to all Task Orders. **[Note: Include any special insurance requirements for a specific Task Order in Paragraph 8, "Other Modifications to the Agreement and Exhibits," of the Task Order form.]**
- H. Exhibit H **[Not used.]**
- I. Exhibit I **[Not used.]**
- J. Exhibit J, Special Provisions. This Exhibit is applicable to all Task Orders.
- K. Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order.

8.03 *Total Agreement*

- A. This Agreement (together with the Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.
- B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

8.04 *Designated Representatives*

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

8.05 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.05:

"corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

"fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

"coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER:

By:

Print Name: _____

Title: _____

Date Signed: _____

Date Signed: _____

Address for Owner's receipt of notices:

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):

Title: _____

Phone Number: _____

E-Mail Address: _____

ENGINEER:

By:

Print Name: _____

Title: _____

Date Signed: _____

Engineer License or Firm's Certificate No. (if required):

11537

State of : _____

Date Signed: _____

Address for Engineer's receipt of notices:

River Science, LLC

P.O. Box 32

Kosciusko, MS 39090

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):

Jill S. Butler, P.E., CFM

Title: _____

Phone Number: _____

E-Mail Address: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER:

By:

Print Name:

Title:

Date Signed:

City of Starkville
D. Lynn Spruiell
Mayor - City of Starkville

ENGINEER:

By:

Print Name:

Title:

Date Signed:

Jill S. Butler

Jill S. Butler, P.E., CFM

Principal

4/16/2025

Engineer License or Firm's Certificate No. (if required):

11537

State of :

MS

Date Signed:

4/16/2025

Date Signed:

4-15-2025

Address for Owner's receipt of notices:

City of Starkville
110 West Main St.
Starkville, MS 39759

Address for Engineer's receipt of notices:

River Science, LLC
P.O. Box 32
Kosciusko, MS 39090

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):

Cody Burnett

Title:

City Engineer

Phone Number:

662.323.2525
x 3123

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):

Jill S. Butler, P.E., CFM

Title:

Principal

Phone Number:

601-613-5262

E-Mail Address:

c.burnett@cityofstarkville.org

E-Mail Address:

jbutler@riverscience-llc.com

**SUGGESTED FORM OF
TASK ORDER**

This is Task Order
No. _____, consisting of
_____ pages.

Task Order

[NOTE TO USER: Modify as to scope, compensation, schedule, and other key items.]

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated [] ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project (title):
- e. Specific Project (description):

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

[Select one of the following three options and delete the other two.]

- ☐ set forth in Part 1—Basic Services of Exhibit A, “Engineer’s Services for Task Order,” modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

[or]

- ☐ as follows: [] ***[Note: Insert scope of services here, or incorporate by reference a scope of services set out in a separate document such as a letter or proposal.]***

[or]

- ☐ the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference: ***[Note: If this option is selected, include only those sections below that are part of Basic Services for the specific Task Order, and delete those sections below that do not apply.]***

- Study and Report Services (Exhibit A, Paragraph A1.01)

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- Preliminary Design Phase (Exhibit A, Paragraph A1.02)
- Final Design Phase (Exhibit A, Paragraph A1.03)
- Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)
- Construction Phase Services (Exhibit A, Paragraph A1.05)
 - including Resident Project Representative (RPR) services (A1.05.A.2)
 - **[or]** [not including Resident Project Representative (RPR) services (A1.05.A.2)]
- Post-Construction Phase Services (Exhibit A, Paragraph A1.06)
- Commissioning Services (Exhibit A, Paragraph A1.07)

B. Resident Project Representative (RPR) Services

If the scope of services established in Paragraph 2.A above includes RPR services, then Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.

[1. If RPR services are not in the scope of this Task Order, do not include any references to RPR services in Exhibit A (Paragraph A1.05.A.2) for this Task Order (or state “Does not apply” or similar), or in any other scope of services text or document.

2. If appropriate, modify Exhibit D for this specific Task Order, and attach it, rather than incorporating the Exhibit D that is included with the Agreement.]

C. Designing to a Construction Cost Limit

[If the design under this Task Order will be governed by a Construction Cost limit, then include the following clause, with blanks filled in, and thereby incorporate Exhibit F; if not, then delete the clause or indicate “Does not apply” or similar]]

Under this Task Order Engineer will design to a Construction Cost Limit, subject to the terms of Paragraph 5.02 of the Agreement and of Exhibit F to the Agreement. Exhibit F is expressly incorporated by reference. The Construction Cost Limit is \$_____. The bidding or negotiating contingency to be added to the Construction Cost Limit is _____ percent.

D. Other Services

Engineer shall also provide the following services: ***[Summarize or provide a brief description of other services (if any) that are to be provided by Engineer as Basic Services, but have not been addressed in Paragraphs 2.A through 2.C. If applicable, categorize such other services by phases, such as other Study and Report Phase Services, other Preliminary Design Phase Services, and so on. If all Basic Services have been covered in Paragraphs 2.A through 2.C, then indicate “None” here in 2.D, or delete 2.D in its entirety.]***

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- E. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

- F. Additional Services that may be authorized or necessary under this Task Order are:

[Select one of the following three options and delete the other two.]

- ☐ set forth as Additional Services in Part 2—Additional Services, of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

[or]

- ☐ as follows: [] ***[Note: Insert list of Additional Services here, or incorporate by reference a list of Additional Services set out in a separate document. Indicate whether advance authorization is needed, and include other governing terms and conditions.]***

[or]

- ☐ those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: ***[State any additions or modifications to Exhibit B for this Specific Project here.]***

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule: ***[Revise and amend for each specific Task Order.]***

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish [] review copies of the Report and other Study and Report Phase deliverables to Owner.	Within [] days of the Effective Date of the Task Order.
Owner	Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.	Within [] days of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within [] days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.

Engineer	Furnish [] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [] days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within [] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [] days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish [] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [] days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	Within [] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [] days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

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[Notes: 1. Delete line items that do not apply to this Task Order. 2. For each line item indicate either "Lump Sum," "Direct Labor," or "Hourly Rates" as the Basis of Compensation. 3. Cross-references are to Exhibit A. Revise if necessary, or delete cross-references if Exhibit A is not used to establish the scope of services under this Task Order.]

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)	\$[]	[]
a. Study and Report Phase (A1.01)	\$[]	[]
b. Preliminary and Final Design Phase (A1.02, A1.03)	\$[]	[]
c. Bidding or Negotiating Phase (A1.04)	\$[]	[]
d. Construction Phase (A1.05)*	\$[]	[]
e. Resident Project Representative Services* (A1.05.A.2).	\$[]	[]
f. Post-Construction Phase (A1.06)	\$[]	[]
g. Commissioning Phase (A1.07)	\$[]	[]
h. Other Services (see A1.08, and 2.D above)	\$[]	[]
TOTAL COMPENSATION (lines 1.a-h)	\$[]	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	[]

[Many of the line items under Line 1, Basic Services, will frequently be governed by a single Basis of Compensation; however, it is not unusual to have some variation among the services so the table allows the user to establish different bases of compensation for the various Basic Compensation phases (1.a-1.h).]

*Based on a [] -month continuous construction period.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order:

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8. Other Modifications to Agreement and Exhibits:

[Supplement or modify Agreement and Exhibits, if appropriate.]

9. Attachments:

10. Other Documents Incorporated by Reference:

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is [].

OWNER:

By: _____

Print Name: _____

Title: _____

ENGINEER:

By: _____

Print Name: _____

Title: _____

Engineer License or Firm's
Certificate No. (if required): _____
State of: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail
Address: _____

Phone: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: _____

E-Mail
Address: _____

Phone: _____

Task Order Form

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This is **EXHIBIT C**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [].

Payments to Engineer for Services and Reimbursable Expenses

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Basis of Compensation*

- A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The three following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:
 1. Lump Sum (plus any expenses expressly eligible for reimbursement)
 2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
 3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)

C2.02 *Explanation of Compensation Methods*

C. *Lump Sum*

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.
3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category: [none]
4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

D. Standard Hourly Rates

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.
4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to Engineer.

E. Direct Labor Costs Times a Factor

1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor of [n/a] for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.
3. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, and reimbursable expenses (including Consultant's charges, if any).
4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus reimbursable expenses (including Consultant's charges, if any).
5. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of [n/a]) to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Reimbursable Expenses*

- F. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount **includes** the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.
- G. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in Appendix 1.
- H. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods shall be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.
- I. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of [1].
- J. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of [1].
- K. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C2.04 *Serving as a Witness*

- L. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of [1.5] times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

C2.05 *Other Provisions Concerning Payment*

- M. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- N. *Estimated Compensation Amounts*

1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

This is **Appendix 1 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition**, dated [].

Reimbursable Expenses Schedule

Expenses eligible for reimbursement are subject to review and adjustment per Exhibit C. Rates and charges for reimbursable expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	<u>\$0.15/page</u>
Mileage (auto)	<u>\$0.575/mile</u>
Meals and Lodging	at cost

This is **Appendix 2 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [REDACTED].

Standard Hourly Rates Schedule

The following standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services as of the Effective Date of the Task Order are:

Principal Engineer	<u>\$95.00</u> /hour
--------------------	----------------------

Exhibit F – Construction Cost Limit

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This is **EXHIBIT G**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [].

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraphs 6.05.A and 6.05.B of the Agreement are as follows, unless and except as specifically modified by a specific Task Order:

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability – n/a (no employees)

1)	Bodily injury, each accident:	\$ _____ 0 _____
2)	Bodily injury by disease, each employee:	\$ _____ 0 _____
3)	Bodily injury/disease, aggregate:	\$ _____ 0 _____

c. General Liability –

1)	Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000
2)	General Aggregate:	\$ 2,000,000

d. Excess or Umbrella Liability – n/a

1)	Each Occurrence:	\$ _____ 0 _____
2)	General Aggregate:	\$ _____ 0 _____

e. Automobile Liability – Combined Single Limit
(Bodily Injury and Property Damage): \$ 1,000,000

f. Professional Liability –

1)	Per Claim :	\$ 1,000,000
2)	Aggregate:	\$ 1,000,000

g. Other (specify): n/a \$ _____ 0 _____

B. Additional Insureds:

1. The Owner shall be listed on Engineer's general liability policy.

Exhibit G - Insurance

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This is **EXHIBIT J**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Special Provisions

Paragraph(s) ____ of the Agreement is/are amended to include the following agreement(s) of the parties:

Exhibit J–Special Provisions

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This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [].

Amendment To Task Order No. _____

1. Background Data:

- a. Effective Date of Task Order:
- b. Owner:
- c. Engineer:
- d. Specific Project:

2. Description of Modifications

[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform the following Additional Services: []
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: []
- c. The responsibilities of Owner with respect to the Task Order are modified as follows: []
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: []
- e. The schedule for rendering services under this Task Order is modified as follows: []
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: []

Exhibit J—Special Provisions

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[List other Attachments, if any]

3. Task Order Summary (Reference only)

- | | | |
|----|----------------------------------|-------|
| a. | Original Task Order amount: | \$[] |
| b. | Net change for prior amendments: | \$[] |
| c. | This amendment amount: | \$[] |
| d. | Adjusted Task Order amount: | \$[] |

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date
Signed: _____

Date
Signed: _____

Exhibit J—Special Provisions

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Starkville Fire Department Equipment List

Description	VIN	Description	Model	Year	Asset #
R1- Rescue One	VIN 3686	International	4700LP	1992	1423
R2 - Rescue Two	VIN 4636	Chevy	CusDelux	1986	1411
Training Vehicle	VIN 8365	Ford	CrownVic	2011	1506
AVA	VIN 9609	Ford	CrownVic	2004	1470
eXmark Lazer Z	N428483	VIN 178607VA1017	Zero Turn Mower		864
Utility Trailer (5' x 8')					
Hurst Spreader	N2305	JAWS of Life			870
Hurst Ram	N2139	JAWS of Life			871
Hurst Cutter	N2187	JAWS of Life			453
Hurst Spreader	58505	JAWS of Life			
Hurst Ram	N12098	JAWS of Life			
Hurst Cutter	14666	JAWS of Life			
Hurst Spreader	58503	JAWS of Life			
Hurst Ram	N12161	JAWS of Life			
Hurst Cutter	14665	JAWS of Life			
Hurst Spreader	N12050	JAWS of Life			
Hurst Ram	N11748	JAWS of Life			
Hurst Cutter	14857	JAWS of Life			
Hurst Spreader	N4960	JAWS of Life			
Hurst Ram	N4802	JAWS of Life			
Hurst Cutter	10594	JAWS of Life			
Hurst Spreader	5880	JAWS of Life			
Hurst Spreader	658B	JAWS of Life			
Holmatro Ram		JAWS of Life			
Holmatro Spreader/Cutter Combo Tool		JAWS of Life			
Holmatro Cutter	20010490747	JAWS of Life			
Holmatro Spreader	200703907337	JAWS of Life			
Holmatro Ram	1040	JAWS of Life			
Porto Power Hydraulic Rescue Set		JAWS of Life			
Honda GX100 3.0	GCACK-1014735	JAWS of Life Motor			
Honda GX100 3.0	GCACK-1017310	JAWS of Life Motor			
Honda GX100 3.0	NA (could not read)	JAWS of Life Motor			
Hurst	GJAB-7615295	JAWS of Life Motor			
Hurst	NA (could not read)	JAWS of Life Motor			
Hurst 5000	NA (could not read)	JAWS of Life Motor			
Power BEE/Chrysler	657B	JAWS of Life Motor			
Briggs and Stratton 3.5 HP	NA (could note read)	JAWS of Life Motor			

Starkville Fire Department Equipment List

Description	VIN	Description	Model	Year	Asset #
Hoses (8 each)	NA	JAWS of Life Hose			
Hannay Reels (Reals with Hydraulic Hose)	2239217	JAWS of Life Hose			
Super Vac Exhaust Fan	P645				
Super Vac PPV Fan H50	671B				883
Super Vac PPV Fan H50	NA				884
RAM PPV Fan GF165	29487				
Husky Generator 2250	AXN171 0234				352
Honda EM5000S Generator	EA7-1203633				335
Craftsman 7HP Gentex Generator	1012450853				381
Craftsman/Sears Generator	680B				357
Wisconsin Water Pump AKN	2126061				

11. CONSIDERATION TO HIRE HALLI POWERS AS A PART-TIME DISPATCHER IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval to hire Halli Powers as a Part-Time Dispatcher in the Police Department” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO HIRE WILLIAM GASKIN, JOSHUA LAWRENCE, AND JOSEPH PHILLIPS AS NON-CERTIFIED FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval to hire William Gaskin, Joshua Lawrence, and Joseph Phillips as Non-Certified Firefighters in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO HIRE RICHARD J. FRANKS, COLBY POPE, AND TYUN ROBINSON AS NON-EMT RESERVE FIRE FIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval to hire Richard J. Franks, Colby Pope, and Tyun Robinson as Non-EMT Reserve Fire Fighters in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO HIRE JESSICA COLVIN AS A PART TIME DEPUTY COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval to hire Jessica Colvin as a Part Time Deputy Court Clerk” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO TRANSITION DANIEL FOUCHE TO A FULL TIME METER TECHNICIAN FOR THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval to transition Daniel Fouché to a full time Meter Technician for the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO HIRE WAYLON SLIDER AS A SEASONAL STUDENT INTERN FOR THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval to hire Waylon Slider as a Seasonal Student Intern for the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO HIRE HUNTER GREGG AS A WATER TECHNICIAN FOR THE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval to hire Hunter Gregg as a Water Technician for the Utilities Department” is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO HIRE STEVEN CUNDY AS A CODE ENFORCEMENT OFFICER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval to hire Steven Cundy as a Code Enforcement Officer in the Police Department” is enumerated, this consent item is thereby approved.

19. CONSIDERATION TO HIRE KADEN STALLINGS AS A NON -CERTIFIED POLICE OFFICER AND DEVEAIR SALTER AS A POLICE OFFICER I AND IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval to hire Kaden Stallings as a Non -Certified Police Officer and Deveair Salter as a Police Officer I in the Starkville Police Department” is enumerated, this consent item is thereby approved.

20. CONSIDERATION TO HIRE ANGELICA COLBERT AS A RESERVE POLICE OFFICER.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval to hire Angelica Colbert as a reserve police officer” is enumerated, this consent item is thereby approved.

21. CONSIDERATION TO HIRE RANDY AKINS AS A WASTEWATER OPERATOR I.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval to hire Randy Akins as a Wastewater Operator I” is enumerated, this consent item is thereby approved.

22. CONSIDERATION TO HIRE JACKSON KIMES AS GROUNDS MAINTENANCE WORKER AND DALE RAY AS LEAD GROUNDS MAINTENANCE WORKER FOR THE AIRPORT DEPARTMENT

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval to Hire Jackson Kimes as Grounds Maintenance Worker and Dale Ray as Lead Grounds Maintenance Worker for the Airport Department” is enumerated, this consent item is thereby approved.

23. CONSIDERATION TO HIRE JUSTIN ALFORD AS A NETWORK ADMINISTRATOR IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval to hire Justin Alford as a Network Administrator in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

24. CONSIDERATION FOR TO HIRE XAVIER BRADLEY AS RESIDENTIAL DRIVER IN THE SANITATION ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval to hire Xavier Bradley as Residential Driver in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

25. CONSIDERATION FOR THE PURCHASE OF FIVE CAMERAS FROM SECURITY SOLUTIONS FOR THE POLICE DEPARTMENT CAMERA PROJECT FOR \$19,940.00, THE LOWER QUOTE OF TWO QUOTES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval of the purchase of five cameras from Security Solutions for the Police Department camera project for the lowest quote of \$19,940.00” is enumerated, this consent item is thereby approved.

Two quotes received: Security Solutions - \$19,940.00 and Active Solutions - \$30,343.37

26. CONSIDERATION TO ADVERTISE FOR THE STARKVILLE PARKS SIGNAGE PROJECT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval to advertise for the Starkville Parks Signage Project” is enumerated, this consent item is thereby approved.

27. CONSIDERATION TO ADVERTISE FOR THE PURCHASE/LEASE OPTIONS FOR COMMERCIAL FRONT LOADER GARBAGE TRUCKS FOR THE SANITATION ENVIRONMENTAL SERVICES DEPARTMENT

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval to advertise for the purchase/lease options for Commercial Front Loader Garbage Trucks for the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

28. CONSIDERATION TO TRANSFER A VEHICLE (VIN ENDING IN 2882) FROM THE AIRPORT TO STARKVILLE UTILITIES WITH THE VEHICLE TO BE DECLARED SURPLUS AND SOLD ON GOVDEALS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval to transfer a vehicle (VIN ending in 2882) from the Airport to Starkville Utilities with the vehicle to be declared surplus and sold on Govdeals” is enumerated, this consent item is thereby approved.

29. CONSIDERATION OF THE APPROVAL OF NEEL SCHAFER, INC. AS THE ENGINEER OF RECORD FOR A PROPOSED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION TO THE MISSISSIPPI DEVELOPMENT AUTHORITY (MDA) ON BEHALF OF THE CITY OF STARKVILLE FOR THE PURPOSE OF SEWER IMPROVEMENTS TO AN AREA NOT CURRENTLY BEING SERVED ALONG HENDERSON AND SAND ROADS AND AUTHORIZATION FOR THE MAYOR TO NEGOTIATE AND EXECUTE AN ENGINEERING CONSULTANT CONTRACT IN ACCORDANCE WITH MISSISSIPPI PROCUREMENT PROCEDURES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval of Neel Schaffer, Inc. as the Engineer of Record for a proposed Community Development Block Grant (CDBG) application to the Mississippi Development Authority (MDA) on behalf of the City of Starkville for the purpose of sewer improvements to an area not currently being served along Henderson and Sand Roads and authorization for the Mayor to negotiate and execute an engineering consultant contract in accordance with Mississippi procurement procedures” is enumerated, this consent item is thereby approved.

30. CONSIDERATION OF ACCEPTING THE SOLE SOURCE QUOTE FROM ANIXER FOR 1,000 V4 WATER MODULES IN THE AMOUNT OF \$153,810.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, and adopted by the Board to approve the April 15, 2025 Official Agenda, and to accept items for consent, whereby the “approval of accepting the sole source quote from Anixer for 1,000 V4 water modules (water meter antenna) in the amount of \$153,810.00 in that they are the only wholesaler of this item in the area” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS: Mayor Spruill noted the large number of firemen in attendance at the meeting in support of the appointment of Dewayne Davis as Fire Chief. She then introduced the following new Police Department Officers: Felisha Ellison, Johannah Owusu and Joshua Stockton.

Mayor Spruill updated everyone that Starkville had been named the Best Small Town in the South by USA Today.

BOARD OF ALDERMEN COMMENTS:

Alderman Perkins noted absentee voting for the June 3 General Election begins soon and listed all the polling places for the upcoming Municipal election.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, stated some voters were confused by the updated redistricting lines and hopes everyone are clear where to vote at the next election.

PUBLIC APPEARANCE: None

PUBLIC HEARING:

PUBLIC HEARING AND CONSIDERATION OF LOT MOWINGS OF PROPERTIES (410 S. WASHINGTON, 103 GILLESPIE, 121 GILLESPIE, 119 GILLESPIE AND LOT 2 CITY BLOCK 42 GILLESPIE) ON THE PROPERTY MOWING LIST FOR ADJUDICATION AS MENACES TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY AND IN NEED OF CLEANING AND TO APPROVE CLEANING IN ACCORDANCE WITH MISSISSIPPI CODE ANNOTATED §21-19-11.

Code Enforcement Supervisor Sgt. Scotty Carrithers presented 410 S Washington, 103 Gillespie, 121 Gillespie, 119 Gillespie and Lot 2 Block 42 Gillespie on the property mowing list for adjudication as menaces to the public health, safety and welfare of the community and in need of cleaning and to approve cleaning in accordance with Mississippi Code Annotated §21-19-11. He noted that the morning of April 15 he observed all had been mowed.

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

31. CONSIDERATION OF LOT MOWINGS OF PROPERTIES (410 S. WASHINGTON, 103 GILLESPIE, 121 GILLESPIE, 119 GILLESPIE AND LOT 2 CITY BLOCK 42 GILLESPIE) ON THE PROPERTY MOWING LIST FOR ADJUDICATION AS MENACES TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY AND IN NEED OF CLEANING AND TO APPROVE CLEANING IN ACCORDANCE WITH MISSISSIPPI CODE ANNOTATED §21-19-11.

Alderman Vaughn, duly seconded by Alderman Sistrunk, offered a motion for the City of Starkville to mow the properties located at 410 S Washington, 103 Gillespie, 121 Gillespie, 119 Gillespie and Lot 2 Block 42 Gillespie

on the property mowing list for adjudication as menaces to the public health, safety and welfare of the community and in need of cleaning and to approve cleaning in accordance with Mississippi Code Annotated §21-19-11. The Board voted as follows:

Alderman Kim Moreland	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.

32. CONSIDERATION OF APPROVING THE EMERGENCY PROCUREMENT QUOTE FROM JE SHURDEN CONSTRUCTION, LLC TO REPAIR A SECTION OF E GARRARD ROAD IN THE AMOUNT OF \$184,312.60 AND RATIFY THIS EMERGENCY AS A QUALIFYING EVENT UNDER MS CODE § 37-7-1(F).

City Engineer Cody Burnett presented an update of a section of E Garrard Road (between MS-12 and Old West Point Road) which has experienced failure and poses a direct threat to public safety. Due to the immediate threat to public infrastructure and safety, the delay associated with traditional bidding procedures would create a significant and unacceptable risk to the public and to the City's liability.

Alderman Rupp, duly seconded by Alderman Brooks, offered a motion approving the emergency procurement quote from JE Shurden Construction, LLC in the amount of \$184,312.60 and ratify this emergency as a qualifying event under MS Code § 37-7-1(f). The Board voted as follows:

Alderman Kim Moreland	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.



UPDATE AND DISCUSSION REGARDING THE NECESSARY UPGRADES TO THE ENTRY AND EXIT TO THE REDBUD SPRINGS SUBDIVISION.

City Engineer Cody Burnett presented the status of the entry and exit to the Redbud Springs subdivision. Redbud Springs is a subdivision that has been in existence and has been developed over the 85% land availability mark. The entry and exits are divided with a median and they are single lanes. Due to their age and use, they have deteriorated to the extent that the residents are concerned about the quality of the subdivision entry affecting their property values and creating a less than pleasant experience in accessing their homes.

The developer, Lee Carson, was present and addressed the Mayor and Board. Mr. Carson assured the Board that he would have the entry, exit and roadway meeting City standards by the end of August. He hopes to use concrete instead of asphalt.

33. CONSIDERATION OF APPROVING THE LOW BID FROM ECON CONSTRUCTION, INC. INCLUDING THE DEDUCTIVE ALTERNATE 1 AND ADDITIVE ALTERNATE 1 FOR A TOTAL CONTRACT AMOUNT OF \$7,576,203.00 FOR THE MAIN STREET IMPROVEMENTS PROJECT.

Alderman Sistrunk, duly seconded by Alderman Brooks, offered a motion approving the low bid from Econ Construction, Inc. including the Deductive Alternate 1 and Additive Alternate 1 for a total contract amount of \$7,576,203.20 for the Main Street Improvements Project. The Board voted as follows:

Alderman Kim Moreland	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Nay
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

Bids Received: Econ - \$7,576,203.20, Burns Constructions - \$9,027,787.51 and Ethos - \$8,305,922.17

34. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Rupp, duly seconded by Alderman Moreland, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of April 10, 2025 for fiscal year ending 9/30/25, 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 Kim Moreland	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, Mayor Spruill declared the motion passed.

General Fund	001	\$ 736,079.85
Restricted Police Fund	002	3,754.52
Airport Fund	015	23,918.36
Restricted Airport Fund	016	
Sanitation / Environ Services	022	72,328.96
Modernization Use Tax	120	34,165.71
Debt Service Fund	200	87,722.96
Capital Projects Fund	300	1,182.97
2022 GO Bonds	305	4,125.00
American Relief Fund	309	1,010,123.88
Main Street Project	311	38,250.00
Parks Capital Project Fund (2023)	312	13,427.87
Spring Street/Hwy 12 TAP	313	121.29
Park and Rec Tourism	375	22,796.90
BUILD Grant/ MS 182/MLK Dr	377	1,010,123.87
Payroll	681	8,037.27
Sub Total Before Utilities		\$ 3,066,159.41
Utilities Dept.	SED	625,604.39
Total Claims	Total	\$ 3,691,763.80

35. A MOTION TO GO INTO CLOSED SESSION TO DETERMINE IF THERE IS PROPER CAUSE FOR EXECUTIVE SESSION.

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

Alderman Kim Moreland	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: absent
Alderman Henry Vaughn, Sr.	Voted: Yea

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

36. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Vaughn offered a motion to go into Executive Session for the purpose of pending and potential litigation. Following a second by Alderman Moreland, the Board voted as follows to enter Executive Session:

Alderman Kim Moreland	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. The Mayor invited the public back in and then announced that the Board had decided to go into Executive Session for the purpose of pending and potential litigation. The Mayor and Board then went into Executive Session.

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

Alderman Vaughn offered a motion, seconded by Alderman Moreland, to exit Executive Session and return to open session. The Board voted as follows:

Alderman Kim Moreland	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.

The Mayor invited the public back in and then announced that the Board had taken no action in Executive Session.

38. MOTION TO ADJOURN UNTIL MAY 6, 2025 @ 5:30 P.M. IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Moreland, for the Board of Aldermen to adjourn the meeting until May 6, 2025 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

Alderman Kim Moreland	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 MAY, 2025.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK